

BARTLETT LANDFILL TEMPORARY ACCESS AGREEMENT

This is an agreement between James and Donna Iovino, Trustees for the James W Iovino and Donna M. Iovino Joint Revocable Trust, owner of land known as the Former Bartlett Town Dump (hereinafter referred to as "Owner"), located at 1300 U.S. Route 302, Bartlett, New Hampshire 03812 "Property), and the Town of Bartlett, through the Select Board Chair ("Town") (Owner and Town are together referred to as the "Parties"), for the purpose of granting access to the Property so that the Town may perform certain field exploration and data collection activities under Phases I and II of a contract dated June 18, 2020 between the Town and Sanborn & Head Associates, Inc. ("SHA") ("Contract Study") at the Property. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms of access to the Property.

1. **Date(s) of Access.** Town shall notify Owner seven (7) days in advance of the date of proposed commencement of field exploration and data collection, including erosion observation, subsurface investigation, exploration, and/or sampling activities to be performed on the Property under Phases I and II of the Contract Study.
2. **Owner agrees to grant to Town appropriate means of access to the Property, and Owner's authorization for the Town and its contractors to access the Property shall continue without interruption for a period of no more than thirty (30) consecutive days from said commencement date.**
3. **Town agrees to provide Owner with a copy of all environmental data, reports and recommendations obtained from the Study performed on the Property within a reasonable time following completion of the Study and any subsequent investigations.**
4. **Town will observe reasonable precautions to reduce the potential for damaging subsurface utilities and structures. Town's contractor will contact the appropriate "Dig Safe" service to ascertain location of buried public utilities which serve the Property. Town's contractor will also work with the Owner to reduce the potential for damaging buried private utilities based on plans or other information that may be provided by Owner relative to utility locations.**

Town will take reasonable measures to avoid damage to the Property and any structures located thereon and agrees to restore any areas disturbed to as close to their original condition as feasible. Owner agrees not to assert any claim against Town alleging property injury or damage as a consequence of any activity related to the Contract Study if such reasonable restoration measures are taken. The Town, on behalf of itself and its contractors, covenants not to sue or assert any claims against Owner for bodily injury, property damage or other liabilities arising out of the conduct of the Phase I and Phase II investigation of the Contract Study.

5. **SHA and other contractors and agents of the Town shall maintain a commercial general liability (CGL) policy with limits of \$2,000,000 and shall add Owner as an additional insured on such policy of insurance. Town represents that said policy will be in effect**

during the proposed dates of access and shall provide a copy of the Certificate of Insurance to Owner.

6. All work performed under this Agreement shall be at Town cost and expense and shall be performed and completed in a good and workmanlike manner in general conformity with industry standards and the applicable rules and regulations for environmental investigation and testing.
7. Owner may revoke this access grant at any time upon giving seven (7) calendar days' notice to the Town.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 18th day of November, 2020.

For: OWNER

By:  (on behalf of the permission of 11/20/2020) Maureen D. Smith, Town Counsel
Maureen D. Smith, Esq., Counsel Printed Name and Title
For Owner

Date: 11/18/2020

FOR: TOWN OF BARTLETT

By: 
Christopher T. Hilson, Esq., Printed Name and Title
Town Counsel, duly authorized
per authority of November 18, 2020

Date: 11/18/2020