

ACCESS AGREEMENT FOR SOIL SAMPLING

«Owner_1st_name» «Owner_last_name» (“Owner”) and Atlantic Richfield Company (“Atlantic Richfield”) enter into this Access Agreement (“Agreement”) this ___ day of _____, 2025.

RECITALS

A. Atlantic Richfield is evaluating the presence of lead in soils on certain properties in the Town of Rico as part of the Voluntary Cleanup Plan (“VCUP”) approved by the Colorado Department of Public Health and the Environment (“CDPHE”) pursuant to the Colorado Voluntary Cleanup and Redevelopment Act, C.R.S. § 25-16-301.

B. To facilitate that evaluation, Atlantic Richfield wishes to conduct soil sampling on the real property owned by Owner, located at «Property_Address_In_Rico», Rico, Dolores County, Colorado, as legally described in Exhibit 1 (the “Property”), in accordance with the Rico Townsite Soils VCUP Application submitted by the Town of Rico (“Town”) and Atlantic Richfield and approved by CDPHE on May 16, 2023 (“VCUP Application”). Access to the Property is needed for Atlantic Richfield to conduct this sampling work.

C. Owner agrees to permit Atlantic Richfield to conduct such sampling work on the Property pursuant to the terms and conditions of this Agreement.

THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, Owner and Atlantic Richfield hereby agree as follows:

1. GRANT OF ACCESS. Owner hereby grants to Atlantic Richfield and CDPHE, including their respective authorized representatives, the right to enter the Property to conduct and oversee, respectively, VCUP-related soil sampling activities, including, without limitation, the collection of surface and sub-surface soil samples for chemical analysis (the “Sampling”), to evaluate and document the presence and extent of lead in soils and lead-containing materials on the Property in accordance with the VCUP Application. Owner warrants and represents to Atlantic Richfield that, to the best of Owner’s knowledge, Owner possesses ownership interests in the Property sufficient to grant such access to conduct the Sampling. Atlantic Richfield will make reasonable efforts to minimize inconvenience to Owner during its Sampling on the Property and will coordinate with Owner to address concerns Owner may have about the Sampling.

2. VCUP REPRESENTATIVE. Owner hereby authorizes Atlantic Richfield to act as the Owner's designated VCUP representative in the performance of the Sampling and to request, if appropriate for the reasons stated in this Paragraph 2, a VCUP No Action Determination ("NAD") (as defined below) from CDPHE. A VCUP NAD shall mean a determination by CDPHE pursuant to C.R.S. § 25-16-307 that the Sampling was performed in accordance with the VCUP Application, and that, based on the results of the Sampling, remediation of the Property is not necessary to protect human health and the environment because soil lead concentrations are below the applicable site-specific lead action level of 761 mg/kg. If the Sampling Report prepared in accordance with Paragraph 6 below shows that lead concentrations in soil on the Property are less than the action level of 761 mg/kg, Atlantic Richfield, as Owner's designated VCUP representative, is authorized to submit the Sampling Report to CDPHE with the request for a VCUP NAD. If the Sampling Report shows that lead concentrations in soil on the Property are greater than 761 mg/kg, Atlantic Richfield will notify Owner of the results and discuss next steps for appropriate management of soil and/or mine waste on the Property.
3. INDEMNIFICATION OF OWNER. Atlantic Richfield agrees to indemnify and hold harmless Owner from any and all actions, claims, demands, losses, liabilities, or expenses, including but not limited to damage to property, and enforcement actions ("Liabilities"), which may be imposed on or incurred by Owner as a result of Atlantic Richfield's negligent, reckless, or willfully wrongful acts or omissions while on the Property to conduct the Sampling, except to the extent that such Liabilities result from the acts or omissions of Owner. Provided that the Sampling is conducted without negligence, recklessness, or willfully wrongful acts or omissions by Atlantic Richfield, Owner and Atlantic Richfield agree that the Sampling conducted pursuant to this Agreement shall not give rise to a claim for indemnification under this provision.
4. COVENANT NOT TO SUE AND RELEASE. Owner covenants not to sue Atlantic Richfield, and releases Atlantic Richfield from any liability, for actions, claims, demands, losses, damages, expenses, injunctive relief, indemnification or any other relief or Liabilities, including, but not limited to, damages to property or for loss of use of property, arising out of or related to the planning, implementation, or performance of the Sampling, provided that the Sampling is conducted without negligence, recklessness, or willfully wrongful acts or omissions and in accordance with the terms and conditions of this Agreement.
5. SAMPLING NOTICE. Atlantic Richfield shall provide Owner, either in writing or verbally, with at least 24 hours' notice prior to first commencing the Sampling on

the Property.

6. SAMPLING REPORT. Once the Sampling has been completed, Atlantic Richfield shall prepare a soil sampling and analysis report ("Sampling Report") documenting the sample locations, depths, and lead concentrations associated with the Property. Atlantic Richfield will timely provide a copy of the Sampling Report to Owner.
7. PROPERTY TRANSFER. In the event that Owner enters into an agreement to grant, transfer, or convey any interest in the Property prior to the termination of this Agreement, Owner shall, at least thirty (30) days prior to the closing of such grant, transfer or conveyance: (a) provide written notice of the grant, transfer or conveyance to Atlantic Richfield pursuant to Paragraph 8, and (b) provide the transferee with a copy of this Agreement.
8. NOTICE. All written notices pertaining to this Agreement shall be sent to Owner and Atlantic Richfield at the respective addresses below. Either Owner or Atlantic Richfield may designate a different address for receipt of notice by providing written notice of such change to the other.

TO ATLANTIC RICHFIELD:

Mike McAnulty
317 Anaconda Rd
Butte, MT 59701
(406) 723.1822
mcanumc@bp.com

TO OWNER:

«Owner_1st_name» «Owner_last_name»
«Owner_Address»
«Owner_City», «STATE» «Clean_zip»
Phone Number _____
Email _____

9. RESTORATION OF PROPERTY AND RECORDATION. Atlantic Richfield shall, within a reasonable period of time after completion of the Sampling, use its best efforts to repair any damage to Owners' Property resulting from Atlantic Richfield's entry upon or presence at or on Owners' Property for the purpose of performing the Sampling. Owner agrees to permit Atlantic Richfield to create a photographic/video record to document the condition of the Property prior to and following the Sampling. Copies will be made available for review upon Owner's request.

10. INSTITUTIONAL CONTROLS. Owner acknowledges that all documents, data, and other information ("Records") developed by Atlantic Richfield, or its representatives related to the Sampling shall be publicly available. Atlantic Richfield intends to provide such Records to the Town and CDPHE for either's use in the development, administration, and enforcement of any institutional controls related to the VCUP, including the environmental overlay zone regulations adopted by the Town into the Rico Land Use Code, effective January 1, 2025. Such Records may include, but are not limited to, the following: this Agreement and its exhibit; correspondence between Atlantic Richfield and Owner regarding the Sampling or this Agreement; the Sampling Report; and VCUP NAD requests to CDPHE and CDPHE's determination approving the NAD.
11. MISCELLANEOUS.
- a. Effect of Agreement. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of Owner and Atlantic Richfield and their respective assigns and successors in interest.
 - b. No Admission of Liability. The parties entering into this Agreement do not admit any liability arising out of any transactions or occurrences, or any environmental conditions whatsoever, relating to the subject matter hereof or as set forth in this Agreement or any other record documents attached hereto or incorporated by reference; nor do the parties acknowledge that the existence of lead or other metals on or beneath the Property endangers in any way the public health or welfare or the environment. Where responsibility for performing or paying for certain tasks or obligations is assigned to one or more parties under this Agreement, such assignment is not intended, and shall not be interpreted, as an admission of any liability or responsibility other than as between the parties hereto and pursuant to the express terms hereof. This Agreement, any factual or legal statements made in this Agreement, and the resulting obligations of the parties shall not be admissible in any judicial or administrative proceeding against any of the parties over their objection, as evidence of liability or as an admission of any factual or legal statements or determinations made herein.
 - c. Negation of Agency Relationship. This Agreement shall not be construed to create, either expressly or by implication, the relationship of agency or partnership between Owner and Atlantic Richfield. Except for the authority granted in Paragraph 2, neither Owner nor Atlantic Richfield is authorized

to act on behalf of the other in any manner relating to the subject matter of this Agreement.

- d. Termination. This Agreement will terminate on December 31, 2027, provided that Paragraphs 2, 3, and 4 shall survive such termination.
- e. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
- f. Construction. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.
- g. Entire Agreement. This Agreement and the exhibits referenced herein embodies the entire agreement of Owner and Atlantic Richfield with respect to the subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may be modified only by a written agreement signed by Owner and Atlantic Richfield.

IN WITNESS WHEREOF. Owner and Atlantic Richfield have executed this Agreement effective as of the first date written above.

OWNER:

Signature: _____

Date: _____

Title: Owner

ATLANTIC RICHFIELD COMPANY:

Signature: _____

Date: _____

Title: Liability Manager

EXHIBIT 1 ACCESS AGREEMENT

DESCRIPTION OF PROPERTY

That certain real property as more fully described as follows:

Parcel Number: «Dolores_County_PIN»

Physical Address: «Property_Address_In_Rico», Rico, CO 81332

Legal: «Legal_Description»

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