



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

**Access Agreement**

The undersigned, \_\_\_\_\_ ("OWNER(S)"), the owner(s) of that certain parcel of real property located at \_\_\_\_\_, in the Town/City of \_\_\_\_\_, Rhode Island, otherwise identified as Assessor's Plat #\_\_\_\_, Lot #\_\_\_\_ ("PROPERTY"), do hereby authorize the Rhode Island Department of Environmental Management ("RIDEM") and/or its employees, servants, agents or assigns to enter upon said PROPERTY for the purpose of:

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In the event that RIDEM determines that additional work is required, RIDEM shall request authorization for that work, which authorization shall not be unreasonably withheld by the OWNER(S).

The OWNER(S) recognize that the above-referenced work may require the use of heavy equipment, the time of use and access routes for which equipment will be subject to the prior approval of the OWNER(S), which approval shall not be unreasonably withheld. RIDEM will not knowingly undertake any action that will damage the structural integrity or lateral support of any building or structure located on the PROPERTY and will endeavor to complete all work in a timely fashion.

RIDEM agrees that it will leave the PROPERTY in substantially the same condition as it was found prior to the performance of the above-referenced work and that it shall be responsible for the reasonable replacement of any structures, trees, shrubbery, lawn or similar vegetation that may be removed or destroyed as a result of RIDEM's actions.

RIDEM agrees to indemnify and hold the OWNER(S) harmless from any claims arising out of any accident, incident or occurrence reasonably relating to the work to be performed by RIDEM.

This authorization shall continue in full force and effect until such time as RIDEM gives written notice of the termination of the authorization; however, in no event shall this authorization remain in effect for more than two (2) years from the date of execution of this authorization.

RIDEM shall remove all machinery and/or other equipment from the PROPERTY and shall cap and secure any wells remaining on the PROPERTY within three (3) months of the termination of this authorization.

OWNER(S):

\_\_\_\_\_  
Name:  
Title:

Date:    /    /   

\_\_\_\_\_  
Witness:

Date:    /    /   

\_\_\_\_\_  
Name:  
Title:

Date:    /    /   

\_\_\_\_\_  
Witness:

Date:    /    /