

## ***PROPERTY ACCESS AGREEMENT***

**Date:** 06/11/26

**Property Name:** Fire Department Headquarters

**Property Owner:** Lexington-Fayette Urban County Government.

**Property Address:** 219 E. Third Street, Lexington, KY 40508

Shield Environmental Associates, Inc., (Shield) of 948 Floyd Drive, Lexington, Kentucky, 40505 requests the permission of Lexington-Fayette Urban County Government (LFUCG) to conduct site investigation activities on the above referenced property. The request for the Property Access Agreement is based on an Off-Site Access Report Request Letter issued by the Kentucky Division of Waste Management (Division) on January 12, 2026. A copy of the letter is attached.

The basis of the investigation is to determine the absence or presence of hydrocarbon contaminants (gasoline and/or diesel fuel) in the subsurface environment. Site investigation activities are to include the following: collection of groundwater samples for laboratory analyses; and possibly the performance of other investigative procedures as deemed necessary and directed by the Division.

In order to address the Division's requests, Shield and its authorized representatives (employees, agents, contractors and subcontractors) request permission to access the property to perform the tasks as outlined in the above.

The acceptance of this document shall serve to grant Shield and its representatives the rights and permission of ingress and egress upon the property to conduct proper site investigation activities. The Access Agreement shall allow for the proper installation, gauging, sampling, operation, maintenance, and subsequent removal of the groundwater monitoring wells, and if necessary, to conduct product recovery procedures associated with the groundwater monitoring wells.

All equipment owned and installed by Shield will remain the property of Shield. Shield maintains the responsibilities associated with the wells, equipment and personal property.

Shield agrees to indemnify and hold the property owner harmless from and against any loss, cost, damage or expense resulting from or arising out of the presence or work of Shield or its employees or representatives on the property, not caused solely by willful misconduct of property owner. In performing this work, Shield will properly notify the property representative prior to the commencement of work and allow for the property representative to have discretion of sampling locations.

Shield agrees to comply with the requirements of KRS 367.4901-367.4917 within the required time prior to performing any site investigation activities on the property.

This agreement is to become effective immediately upon authorization by the property owner and shall remain in effect until such time as deemed necessary by the Division. LFUCG has the right to terminate the agreement at any time by giving Shield thirty (30) days notice.

Shield will restore the property to the condition as existed prior to the performance of the work, excepting damages introduced by the property owner.

Should you have any questions or concerns regarding this matter, please contact Shield at 859-294-5155.

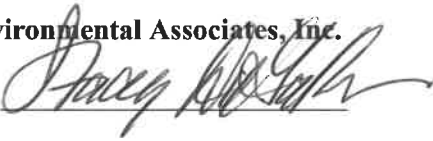
Please initial the appropriate response.

\_\_\_\_\_ I have read the preceding OFF-SITE ACCESS agreement and hereby **grant** Shield permission to enter onto my property as described above.

\_\_\_\_\_ I have read the preceding OFF-SITE ACCESS agreement and hereby **deny** Shield permission to enter onto my property as described above.

**Shield Environmental Associates, Inc.**

**Signature:**



**Name:** \_\_\_\_\_ Stacey DeLaReintrie \_\_\_\_\_

**Title:** \_\_\_\_\_ Project Manager \_\_\_\_\_

**Date:** \_\_\_\_\_ 6/11/26 \_\_\_\_\_

**Daytime Phone No.:** \_\_\_\_\_ 502-594-0914 \_\_\_\_\_

**Property Owner or Agent**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Daytime Phone No.:** \_\_\_\_\_