**CITY OF PADUCAH**

**ACCESS AUTHORIZATION**

THIS ACCESS AUTHORIZATION ("Access Authorization") is made as of this \_\_\_\_\_\_ day of\_\_\_\_\_\_\_2023, between the CITY OF PADUCAH, KENTUCKY, a municipality of the Commonwealth of Kentucky (hereinafter the “City”) and [INSERT ENTITY], (hereinafter the “Property Owner”), owner of the property) located at [INSERT ADDRESS, LEGAL DESCRIPTION OF PROPERTY] (hereinafter the “Property”)

WITNESETH:

Property Owner consents as follows:

1. The Property owner grants to the City, its officers, employees, agents, contractors and other authorized representatives, full and unconditioned access at all reasonable times to enter the Property for the purpose of allowing the City and its agents to conduct the assessment work listed below.

2. This access may include, but is not limited to, the following activities:

[INSERT SCOPE OF WORK]

3. The Property Owner understands that all assessment work on the Property will fully comply with all applicable federal, state, and local laws, rules and regulations, and that the Property Owner is not responsible for obtaining or paying for any applicable permits related to the activities to be conducted on the Property.

4. The Property Owner understands that the City and its authorized representatives will leave the Property in substantially the same condition in which it existed prior to the commencement of the ’assessment work activities referenced herein.

5. The contact persons for the Property Owner and for the City as to all notices and requests required pursuant to this Access Authorization shall be:

Owner/Operator

[INSERT NAME, TITLE, ADDRESS, PHONE, EMAIL]

City of Paducah

[INSERT NAME, TITLE, ADDRESS, PHONE, EMAIL]

6. The Property Owner does not admit any responsibility or liability for the presence of any soil, sediment, or ground or surface water contamination or impacts existing on the Property or for any release of such materials during the performance of the assessment work under this Access Authorization. Nothing in this Access Authorization shall be construed as an admission by the Property Owner of any responsibility or liability concerning any such contamination or impacts to the Property. The Property Owner reserves any and all rights, claims, and defenses that it may have with respect to the assessment work conducted on the Property.

7. The authorization for access and use granted herein will commence on [INSERT DATE] and will continue until [INSERT DATE].

8. The Property owner understands that this Access Authorization does not restrict or prohibit its right to use, sell, or lease the Property.

9. The parties agree that the interpretation and construction of this Agreement shall be governed by the laws of the Commonwealth of Kentucky, without regard to such state’s conflict of law’s provisions.

10. The City agrees to provide the Property Owner with copies of all reports and analytical results relating to the Property which are produced as a result of the assessment activities outlined herein.

11. This instrument contains the entire understanding and agreement among the City and the Property Owner with respect to the matters covered hereby and all prior and contemporaneous understandings and agreements between the City and the Property Owner, whether oral or written, are merged herein and are of no further force or effect. This instrument may be modified only by a writing signed by both the City and the Property Owner.

IN WITNESS WHEREOF, [INSERT ENTITY] has executed this Access Authorization as of the date set forth below:

Signature:

Printed Name:

Title:

Date: