

## ACCESS AND LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this 21st day of April, 2025, by and between the City of Pipestone, Pipestone County, a Minnesota public corporation ("City"), and West Central Environmental Consultants, LLC, a Minnesota limited liability company ("WCEC").

### RECITALS

- A. In coordination with the Minnesota Pollution Control Agency ("MPCA"), WCEC is required to perform work and install a monitoring well in response to the release of petroleum from a tank owned by the former Chandler Coop site, which is located at 217 8<sup>th</sup> Avenue SE in the City.
- B. WCEC proposes to install the monitoring well on a parcel of property owned by the City, located near the former Chandler Coop site, at 201 8th Avenue SE (PID 18.810.0040) ("Property").
- C. The MPCA, and WCEC, are authorized to install the monitoring well in accordance with Minnesota Statutes, section 115C.03, subd. 2 and 3.
- D. The City has agreed to allow the installation of the monitoring well on the Property, subject to the terms set forth below, on the condition that WCEC execute this Agreement and comply with its terms and conditions.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged by the parties, and based on the premises and the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

- 1. Access and License Granted. The City hereby grants to WCEC, its agents, employees, successors and assigns, subject to all of the terms and conditions of this Agreement, a non-exclusive license and access to the Property for the sole purpose of conducting borings and installing, locating, operating and maintaining a monitoring well located in the area depicted on Exhibit A attached hereto. The operation of the monitoring well includes (1) access to the Property to conduct sampling with portable equipment, which will occur approximately every 3 months on 2-3 occasions and (2) when the site is closed, the at-grade well cover will be saw-cut and removed and cut-out area on the Property for the well will be repaved to match the surrounding area. The City grants access to the area of the Property as may reasonably be needed to conduct the borings and to install, locate, operate and maintain the monitoring well.
- 2. Limitations and Requirements. This Agreement is subject to the following understandings, limitations, requirements, and agreements:

- (a) This Agreement is limited exclusively to the placement of one monitoring well on the Property and does not authorize the placement of any additional wells;
  - (b) WCEC shall be solely responsible for all work and costs to conduct the borings and to install, maintain, operate and locate the monitoring well;
  - (c) WCEC agrees not to interfere with the public's use of the Property and the right-of-way adjacent to the Property in any way. It is understood that the activities in the right-of-way will be limited accessing the Property with equipment and vehicles and the use of cones and sawhorse style barricades to provide traffic control in the area;
  - (d) If WCEC, or its agents or employees, at any time when conducting the borings or during the installation, operation, locating or maintenance of the monitoring well on the Property, cause any damage to the Property or the adjacent right-of-way, WCEC agrees to repair and restore the Property or the right-of-way to the condition it was in prior to said damage or better, at WCEC's sole expense. If WCEC fails, within 30 days after notice from the City, to fully repair and restore the Property or the right-of-way in the event of damage thereto, the City shall have the right to make all such repairs and restoration it deems necessary. If the City determines the condition of the right-of-way is such that it cannot wait 30 days for WCEC to make the repairs, the City may immediately take steps to cause the repairs to be made or to otherwise act to protect public safety. The City shall bill WCEC for all associated costs it incurred related to the work, including the City's administrative and legal costs;
  - (e) WCEC agrees to obtain all necessary permits related to the borings and the monitoring well, and WCEC and its contractors shall comply with all applicable local, state and federal laws and regulations now in existence or hereafter enacted, including all laws governing health, safety, and environmental protection;
  - (f) WCEC agrees not to suffer or allow any liens, claims and processes to be placed against the Property or the right-of-way;
  - (g) WCEC assumes all risk with respect to their activities within, and use of, the Property and the right-of-way; and
  - (h) WCEC hereby indemnifies and holds harmless the City for any damage to the monitoring well caused by public use of the Property.
3. Term and Revocation. The Agreement shall commence on the date first written above and shall continue until terminated by mutual agreement of the parties.
4. Indemnification. WCEC shall indemnify, hold harmless and defend the City, its officials, employees, contractors and agents, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs or expenses (including reasonable

attorneys' fees), arising from or in connection with or caused by any act, omission or negligence of WCEC, their contractors, agents, servants or employees in connection with the borings and the installation, operation and maintenance of the monitoring well and WCEC's use of the Property. Nothing in this Agreement shall be construed as either party waiving any exception from, or limitation on, its liability provided in Minnesota Statutes, chapter 466 or in other law.

5. Governing Law and Amendments. This Agreement shall be governed by the laws of the State of Minnesota and may only be modified or amended with the written consent of both parties.
6. Binding Agreement. This Agreement constitutes the entire agreement between the parties regarding this matter and is binding on the parties until terminated by mutual agreement.
7. Incorporation. The recitals contained herein and the exhibits attached hereto are incorporated in and made part of this Agreement.
8. Counterparts. For the convenience of the parties, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one and the same Agreement.

Dated this 21st day of April, 2025.

**WEST CENTRAL ENVIRONMENTAL  
CONSULTANTS, LLC ("WCEC")**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF PIPESTONE**

\_\_\_\_\_

By: Dan Delaney, Mayor

\_\_\_\_\_

By: Deb Nelson, City Administrator

**EXHIBIT A**  
WCEC Work Area

(attached hereto)