CONSENT FOR ACCESS TO PROPERTY

Name of Property Owner: Mt. Emmons Mining Company ("Mt. Emmons")

Location of Property: Historic Keystone Mine, located two miles west of Crested Butte, Colorado, in unincorporated Gunnison County ("Keystone Mine Property")

The U.S. Environmental Protection Agency ("EPA") is conducting response activities at the Standard Mine Superfund Site ("Standard Mine Site") located in the Elk Creek Drainage, Gunnison County, Colorado, pursuant to its responsibilities under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), as amended, 42 U.S.C. § 9601, et seq.

Mt. Emmons hereby gives its consent for officers, employees, and authorized representatives of the EPA, the State of Colorado, the State’s authorized employees, representatives of other State and federal agencies, and approved contractors and subcontractors to travel across its property to conduct response actions at the Standard Mine Site. The Parties agree that EPA may:

1. Use the existing road located on the Keystone Mine Property ("Keystone Mine Road") to access the Standard Mine Site from May 1st to November 30th of each year;

2. Store equipment on the Keystone Mine Property without prior approval of Mt. Emmons provided that:
   a. The equipment will not be stored on the Keystone Mine Property for more than 48 hours;
   b. The equipment will be stored at a location approved by Mt. Emmons;
   c. The equipment will not involve the storage of petroleum or hazardous substances; and
   d. EPA will remove the equipment within 24 hours of a request by Mt. Emmons to do so.

3. Place an office trailer on the Keystone Mine Property for the purpose of overseeing and managing response actions at the Standard Mine Site, provided that:
   a. EPA or its contractor will reimburse Mt. Emmons for the use of electricity to power the office trailer and provide sub-metering or provide alternate utility connections at EPA’s cost;
   b. Parking for the office trailer will be at locations pre-approved by Mt. Emmons and no overnight parking of personal or construction vehicles will occur without prior written authorization;
   c. EPA, its authorized representatives, or approved contractor will adequately insure the office trailer; and EPA will request that its contractor or subcontractor provide an insurance certificate to Mt. Emmons identifying Mt. Emmons as an additional insured for purposes of the office trailer.
   d. Mt. Emmons and EPA will reevaluate the need for and location of the office trailer at the end of each construction season.
   e. EPA is responsible for its own safety and the safety of its contractors while on the Keystone Mine Property.
4. Use the Keystone Mine Water Treatment Plant Facility ("Facility") with consent by Mt. Emmons to conduct required site access training, or for emergency purposes.

Mt. Emmons operates the Facility at the Keystone Mine Property. To ensure the safety and health of Mt. Emmons' employees and EPA's representatives at the Keystone Mine Property, EPA represents that:

5. Every EPA representative will receive an initial site orientation at the Facility and will abide by all Mt. Emmons site safety requirements identified in Mt. Emmons' site specific hazard awareness training.

6. EPA representatives will not access any Mt. Emmons' buildings, (except as identified in this Consent for Access or subsequently agreed to by the parties in writing), equipment, or portals, except where explicitly allowed in writing by authorized Mt. Emmons' representatives.

7. EPA representatives will maintain a sign-in, sign-out log at EPA's office trailer. This log will be available to Mt. Emmons for inspection during normal business hours. All EPA personnel and contractors will sign in and out on a daily basis.

EPA agrees to repair any damage to the Keystone Mine Road caused by it, its officers, employees, authorized representatives, or approved contractors and subcontractors. Road repairs will be consistent with EPA's Road Use Permit FS-7700-48 (OMB No. 0596-0016) and completed in a timely manner.

This Consent for Access supersedes the previous Consent for Access dated 6 July 2016 between Mt. Emmons and EPA.

Mt. Emmons may terminate this access agreement for any reason at any time with thirty (30) days written notice to EPA. This does not divest EPA of any right or authority to gain the access afforded to it by statute or otherwise.

\[Signature\]
William E. Cobb  
Mt. Emmons Mining Company

\[Signature\]
James E. Hanley  
Remedial Project Manager

4/13/17  13 APRIL 2017
Date  Date