



**BROWNFIELDS PROGRAM APPLICATION**

**APPLICANT (PRIMARY POINT OF CONTACT)**

Are you the:     Owner         Representative         Tenant         Buyer

Applicant Name: \_\_\_\_\_ Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**PROPERTY OWNER**

Owner Name: \_\_\_\_\_ Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**PROPERTY INFORMATION**

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Check one:

Platted Property:    Addition: \_\_\_\_\_ Lot: \_\_\_\_\_ Block: \_\_\_\_\_

Unplatted Property:    Abstract: \_\_\_\_\_ Tract: \_\_\_\_\_

Date Acquired: \_\_\_\_\_ How Acquired: \_\_\_\_\_ Acreage: \_\_\_\_\_

Perceived Contamination Problems?     Yes         No

Is Current Owner Responsible for Contamination? (Does not preclude participation)     Yes         No

Previous Assessments Conducted to Date (if any): \_\_\_\_\_

Past Uses of Property: \_\_\_\_\_

Plans for Future Use: \_\_\_\_\_

**AUTHORIZATION AND ACKNOWLEDGEMENTS**

The undersigned certifies that the information submitted is, to the best of his/her knowledge and belief, accurate and complete.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ACCESS AGREEMENT

### DEFINITIONS

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“Property” is the property to which access is granted and is located at: \_\_\_\_\_

“Owner” is the Legal Owner(s) of the Property or the person/entity with legal authority to grant access to the Property.

“Assessments” are the Phase I, II and III Assessments, including related field activities, to be performed in conjunction with the City of Greenville Brownfields Program.

“City” is the City of Greenville and its contractor, Terracon Consultants, Inc., and includes their officers, officials, employees, agents and subcontractors.

### AGREEMENT

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By the signature below, the Owner warrants and represents he/she has the authority to, and does hereby grant the City access to the Property for the purpose of performing Assessments. In consideration of such access, City will, upon completion of the Assessments, remove all materials and equipment utilized by the City from the Property, remove boring spoils that accumulate around the bore holes, or, where allowable, spread the spoils across the area, and provide the Owner with one copy of the Assessment reports.

Owner acknowledges and agrees that:

- He/she will not interfere with any of the activities of the City or undertake any actions regarding the use of Property that would endanger the health, safety or welfare of the City or result in damage to its equipment, materials or property.
- The City may take samples of building materials from any structures on the property in order to determine the location and extent of asbestos containing materials, lead based paint or mold on site.
- The City may drill exploration borings on the Property, using drill rigs, trucks and other equipment, recover and collect soil, water and other samples, and perform actions related to the exploration of surface or subsurface conditions on the Property, as necessary to perform the Assessments.
- The City may use large truck or track-mounted equipment in the performance of the Assessments, (which is normal and customary with these types of services), and that this equipment may leave depressions, wheel tracks, ruts or other marks in the ground surface, but the City will make reasonable efforts to restore the property and leave it in a condition suitable for its previous use. Landscaping restoration, including seeding or sodding, will not be performed.

Documentation produced under this agreement is subject to the Texas Public Information Act and may be made available and accessible to the public through the City’s Brownfields GIS Inventory or upon request.

The Assessments may begin upon execution of this Agreement by the Owner. Access is granted until Assessments are completed, which should not exceed 90 days following commencement of Assessments, unless permanent wells are required to monitor contamination.

**In addition, Owner does hereby waive all claims, release, indemnify, and hold harmless the City of Greenville from any and all liability, claims, suits, demands, expenses of litigation or causes of action which may arise by reason of injury to persons, or loss of, damage to, or loss of use of any property occasioned by error, omission or negligent act of Owner or any other persons arising out of or in connection with this Agreement.**

Owner does hereby further agree to indemnify and hold harmless the City of Greenville from and against any and all claims, losses, damages, causes of action, suits and liability of every kind specifically including, but not necessarily limited to, all expenses of litigation, court costs and attorneys fees for death, injury to or debt of any person or for loss of, damage to or loss of use of any property arising out of or in connection with the Assessments or this Agreement. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City of Greenville. It is the express intention of the parties hereto, both Owner and the City of Greenville that the indemnity provided for in this paragraph is indemnity by the Owner to indemnify and protect the City of Greenville from the consequences of the City of Greenville's own negligence, whether that negligence is the sole or concurring cause of the injury, death or damage.

It is further agreed that the execution of this **Access Agreement** will not constitute a waiver by the City of Greenville of the defense of governmental immunity, where applicable, or any other defense recognized by the courts of the State of Texas.

Owner has read this **Access Agreement** and understands its terms. Owner executes it voluntarily and with full knowledge of its significance.

**OWNER AUTHORIZATION**

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Owner Name: \_\_\_\_\_ Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_