
USEPA Brownfield Assessment Grant

Site Access Agreement For Phase II Environmental Site Assessment and Other Sampling Activities

This Site Access Agreement for Phase II Environmental Site Assessment and Other Sampling Activities ("Agreement") is entered into by and among _____ ("OWNER") and the Port of Greater Cincinnati Development Authority ("PORT AUTHORITY") to provide the PORT AUTHORITY access to property with an address of _____, _____, Hamilton County, Ohio (the "Property") for the purpose of conducting the Phase 2 environmental site assessment and/or physical sampling activities on the Property described in Exhibit A ("Services") funded through a USEPA Brownfield Assessment Cooperative Grant, dated September 26, 2017 (the "Grant"). Now, therefore, in consideration of the mutual covenants set forth below, the parties agree as follows:

1. OWNER agrees to provide the PORT AUTHORITY and its employees, consultants, and those acting on its behalf (collectively "representatives"), access to the Property for the purpose of conducting the Services. Access shall be restricted to normal business hours on normal business days and be available upon at least forty-eight (48) hours advance notice by PORT AUTHORITY or its representatives to OWNER. Access rights shall exist from time-to-time until the Services are completed; however, unless extended by OWNER, the access rights shall expire on _____, 201_.

2. The PORT AUTHORITY will require its consultants to obtain insurance for their work and to perform the Services in compliance with all applicable laws. The PORT AUTHORITY will furnish OWNER, upon its request, with a copy of any final reports relating to the Property prepared as part of the Services. While PORT AUTHORITY will require its consultants to perform the Services in a manner that will not unreasonably interfere with OWNER's normal use of the Property, OWNER understands and agrees that intrusive sampling into the Property is part of the Services and will occur, resulting potentially in disturbance, noise, dust, and changes to those areas of the Property where sampling occurs. While PORT AUTHORITY may require its consultants to provide certain basic restoration after sampling (such as patching asphalt), OWNER shall be solely responsible for all restoration work not specifically included in writing in Exhibit A.

3. OWNER understands and agrees that all information it provides related to the Services shall be true and correct to the best of its knowledge, and most notably OWNER shall disclose to PORT AUTHORITY and its representatives any reasonably known risks associated with sampling the Property. OWNER understands and agrees that any information obtained during the Services may become part of a public document and subject to public review, that the Services may determine whether hazardous substances and/or petroleum are present on or about the Property and express findings and recommendations regarding the Property's environmental conditions, and that the Grant funding for the Services does not include and the PORT AUTHORITY will not pay for the costs of cleanup, should it be recommended or necessary. OWNER understands and agrees that the Property will be identified on government inventories, databases, and/or lists of brownfield properties, including those receiving work funded by the Grant. PORT AUTHORITY and its representatives shall have no responsibility for additional sampling of the PROPERTY beyond the Services and OWNER agrees that as between OWNER and PORT AUTHORITY (and its representatives), OWNER shall be solely liable for all hazardous substances and petroleum released, discovered, or identified on or emanating from the Property. OWNER is not a party to and shall have no rights under the Grant or the contract(s) between PORT AUTHORITY and its consultant(s). Owner indemnifies, releases and covenants not to sue PORT AUTHORITY and its representatives for and from all claims, liabilities,

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damages, and costs (including attorneys fees and costs) arising from the Services except to the extent caused by the negligence of the PORT AUTHORITY or its representatives.

4. All original reports, diagrams, data compilations, drawings, plans, specifications and other documentation (“Documentation”) prepared by or on behalf of the PORT AUTHORITY shall become the property of the PORT AUTHORITY and not OWNER. PORT AUTHORITY shall not be responsible for the contents of such Documentation, but shall have the full right to use them for any purpose without any claim by OWNER for compensation by reason of such use.

5. This Agreement contains the entire agreement between the parties hereto with respect to its subject matter. This Agreement may not be modified in any respect, except by a writing executed by the authorized representative of each party. If suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys’ fees. This Agreement supersedes and replaces all prior access-related agreements relating to the Property. This Agreement shall be governed by Ohio law.

IN WITNESS WHEREOF, the parties have executed this Agreement which is effective this ____ day of _____, 20____.

**PORT OF GREATER CINCINNATI
DEVELOPMENT AUTHORITY**

OWNER

By: Laura N. Brunner

Name: _____

Its: President & CEO

Its: _____

Signature: _____

Signature: _____

Attachment: Exhibit A (Services)

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EXHIBIT A

SERVICES