



SITE ACCESS AGREEMENT

CITY OF ATLANTA EPA BROWNFIELDS ASSESSMENT PROGRAM EPA GRANT NUMBER BF 00D59517

1. This Site Access Agreement (“**Agreement**”) is made and entered into this ____ day of _____, 2018, by and between _____ or his/her agent (“**Undersigned**” or “**Owner**”), and the **CITY OF ATLANTA**, its agents, representatives, or contractors (“**City**”) (Undersigned or Owner and City, collectively, the “**Parties**”).
2. The Owner is the owner of real property located at _____, Atlanta, Georgia 303____, Tax Parcel ID Number _____, as depicted in **Attachment A** (the “**Property**”),
3. The Owner hereby grants permission to the City, its agents, representatives or contractors to perform the following activities, as necessary and agreed to by the Parties:
 - a) Perform a Phase I Environmental Site Assessment;
 - b) Perform a Phase II Environmental Site Assessment including investigating soil and groundwater including, but not limited to, the installation of groundwater monitoring wells, the use of geophysical equipment, the use of an auger for collection of soil and sediment samples, the logging of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, and other materials deemed appropriate by the City and the like;
 - c) Have access to areas where contamination may exist; and
 - d) Remove, treat and/or dispose of contaminated soil and water, which may include the installation of recovery wells or other treatment systems. The City and its agents, representatives or contractors are not considered “generators of hazardous waste”.

(individually, and/or collectively, “**Inspection**”)
3. Upon completion of the Inspection, the City, its agents, representatives or contractors will restore the property as near as practicable to its condition immediately prior to the commencement of the Inspection.

4. The access granted by the Undersigned is not intended, nor should it be construed, as an admission of liability on the part of the Undersigned or the Undersigned's successors and assigns for any contamination discovered on the property.
5. The City, its agents, representatives or contractors may enter the Property during normal business hours and may also make special arrangements to enter the Property at other times after agreement from the Undersigned.
6. Prior to entry on the Property, the City shall cause any and all of its agents, representatives or contractors, that may enter the Property under this Site Access Agreement, to acquire and maintain commercial general liability insurance and commercial auto liability in accordance with Request for Proposals FC-10202, 2017 EPA Assessment Grant Services.
7. In exercising its access privileges, the City, its agents, representatives or contractors will take reasonable steps not to interfere with the Undersigned's operations.

**Site Owner
or Designated Signing Authority**

Witness

PRINT NAME

Date

Date

ATTACHMENT A

SITE MAP