

Environmental Site Assessment Access Agreement

Alamance County Brownfields Assessment Coalition

Owner's Name:

Owner's Site Parcel Identification Number(s) (PIN):

Owner's Site Address(es):

1. I, the undersigned property owner &/or legally-designated agent (the "Owner"), for good and valuable consideration herein described, do hereby grant permission to Alamance County and its employees, agents, representatives and contractors to access the Owner's property and all structures thereon ("the Property") as identified by the PIN and address provided above, for the purposes of conducting an Environmental Site Assessment.
2. The Environmental Site Assessment may include the following activities performed by the County, its employees, agents, representatives and contractors to evaluate environmental conditions that may be present at the Property:
 - A. Access all areas of the Property, including areas where contamination may exist;
 - B. Conduct interviews, take photographs, and make site sketches.
 - C. Collect samples of various media including soil, surface water, groundwater, indoor air and soil vapor using techniques approved by the United States EPA and North Carolina DEQ. These techniques may include drilling borings into the ground and the installation of groundwater monitoring wells and soil vapor monitoring points.
 - D. As permitted under its current EPA Assessment Grant, Alamance County will pay for potential monitoring well permit fees and for the proper abandonment of wells upon conclusion of assessment activities, or at a time agreed upon by Alamance County and the Owner. Alamance County will also be responsible for proper disposal of investigation derived waste (IDW) such as soil cuttings and purge water from monitoring wells, if applicable. Upon conclusion of assessment activities, the site will be returned to pre-assessment conditions.
3. The granting of this permission by the Owner shall not be construed as an admission of liability on the part of any party for any possible groundwater, sediment, air, or soil contamination detected in the samples collected.
4. Nothing contained in this Agreement shall be deemed to make the parties partners or engaged in a joint venture with one another.
5. Alamance County, its employees, agents, representatives and contractors may enter the Property during normal business hours, or will make special arrangements to enter the Property at other times, unless the Owner has given written consent to enter at any time.
6. This Agreement shall remain effective until the Owner provides Alamance County written notice of revocation, which shall become effective 10 days after delivery to Alamance County at: Alamance County, Attn: Brian Baker, 124 West Elm Street Graham, NC 27253. This Agreement shall, in any event, terminate 2 years from the date of its execution.
7. This instrument may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this instrument. An executed facsimile copy of this Agreement shall be considered for all purposes an original.

THE PARTIES HERETO DO AGREE TO THE ABOVE TERMS AND PERMISSION TO ENTER THE PROPERTY AS OUTLINED ABOVE IS HEREBY GRANTED.

Owner/Agent Name

Owner/Agent Signature

Date

For Alamance County (Name)

Signature

Date