



**PIMA COUNTY COMMUNITY DEVELOPMENT AND  
NEIGHBORHOOD CONSERVATION DEPARTMENT**

Kino Service Center  
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Tucson, Arizona 85713  
Phone (520) 243-6777 • Fax (520) 243-6796

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**BROWNFIELDS PROGRAM SITE RIGHT OF ENTRY FOR  
ENVIRONMENTAL SITE ASSESSMENT ACTIVITIES**

- A. **[Property Owner Name(s)]** ("Owner"), hereby grants to Pima County, a political subdivision of the State of Arizona, ("County"), its employees, representatives, authorized agents, and contractors a right of entry giving permission to enter upon the land described in instrument recorded on **[Month, Date, Year]** (Date) in Docket **[#####]** at Page **[#####]** of the Pima County Recorder's Office, also known as tax parcel number(s) **[###-##-####]** ("Property"). The undersigned Owner(s) represents and warrants that the Owner(s) owns 100 percent of the fee simple title to the property.
- B. This permission is given for the conduct of a Phase I and, if results of the Phase I so warrant, a Phase II environmental site assessment under the Pima County Brownfields Program, which is funded by the U.S. Environmental Protection Agency (EPA) to conduct Community-Wide Assessment Grant activities. Owner(s) will be given notice if a Phase II ESA is deemed warranted **and may withdraw permission for the conduct of Phase II activities within ten (10) calendar days of receiving such notice.** Withdrawal of permission must be in writing.
- C. Objectives of the environmental site assessment (ESA):
1. Phase I. A Phase I ESA identifies any recognized environmental conditions (RECs) on the property. Typically, a Phase I ESA consists of the following activities:
    - a. Identifying the past and present property usage, waste disposal, hazardous material handling, or accidents that may be of concern;
    - b. Conducting a site walk-through to evaluate whether potential environmental hazards exist;
    - c. Investigating available records and documents related to the property's history;
    - d. Contacting local and state regulatory agencies concerning the property and concerning any possible environmental risks or incidences on nearby properties;
    - e. Interviewing past and present owners, occupants, employees, and neighbors for information related to accidents, spills, or practices that may indicate environmental risks;
    - f. Conducting a search of records within the appropriate ASTM search distances concerning the property and/or neighboring properties; and,
    - g. Preparing a report that summarizes the findings of these activities and listing RECs found to be present, if any.
  2. Phase II. In the event that the Phase I ESA reveals evidence of significant RECs on the property, a Phase II ESA may be conducted. Depending on the RECs identified, Phase II ESA activities may include:
    - a. Soil sampling using hand collection methods;
    - b. Material and waste sampling;
    - c. Soil sampling using a drill rig;
    - d. Well installation;

- e. Ground water sampling; and
- f. The preparation of a report that summarizes the findings of these activities.

**D. The ESA may be performed by the County, its employees, representatives, authorized agents, and/or contractors to evaluate environmental conditions that may be present at the property. The Owner(s) hereby grant permission:**

- 1. To access all areas of the property, including areas where environmental contamination may exist;**
  - 2. To conduct air monitoring and interviews, take photographs, and prepare site sketches; and,**
  - 3. To collect waste, soil, surface water, and sediment samples, if necessary.**
- E.** The granting of this permission is not intended, nor should it be construed, as an admission of liability on the part of the Owner(s) or the Owner's successors and assigns for any possible groundwater, surface water, sediment, air, or soil contamination detected in the samples.
- F.** The right of entry to the Property is granted to the County, its employees, representatives, authorized agents, and contractors during normal business hours. Special arrangements may also be made to enter the Property at other times, with advanced notice and written consent of the Owner(s).
- G.** This permission shall is granted for two (2) years from the date signed by the Owner(s), subject, however, to Owners' right to deliver to County 90 days written notice of revocation.
- H.** Owner acknowledges that the Phase I or Phase IIESA may discover an environmental condition that, under ASTM standards, is considered to pose a significant and imminent threat to human health and the environment. If such a discovery is made, County will report the hazards to both the Arizona Department of Environmental Quality and the Pima County Department of Environmental Quality and Owner hereby waives all right of action against County for all consequences to Owner resulting from the notification. County will also notify Owner of the discovery in order to afford the opportunity for Owner to contact the Arizona Department of Environmental Quality to make arrangements to enter the State's voluntary remediation process.
- I.** The Phase I ESA and Phase II ESA reports will be provided to County and will be a public record.
- J.** Owner agrees that County is responsible for neither the quality nor the conclusions of either the Phase I or Phase II ESA or the report(s) produced as a result thereof. Owner further agrees that nothing in this Agreement authorizes Owner to rely, to the County's detriment, on the Phase I ESA, the Phase II ESA or the resulting reports produced. Owner shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Owner, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.
- K.** To the extent allowed by law, Owner covenants that it shall defend, indemnify, and hold the County, its officers, agents, contractors and employees harmless from any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries and liabilities whatsoever (including those for costs, expenses and attorney's fees) to any person, persons, or property caused or occasioned by the County's activities on the Premises.

- L. By signing below, Owner(s) acknowledges that he or she has received a copy of the of Invitation to Participate Phase I from the Pima County Brownfields Program explaining the scope of activities involved in the Phase I ESA. In the event that the Phase I ESA reveals that a Phase II ESA is warranted, Owner will receive a copy of the Invitation to Participate Phase II that identifies the RECs found on the property and the types of Phase II ESA activities that will be conducted.
  
- M. Nothing contained in this instrument shall be deemed to create a partnership or joint venture between the Owner(s) and County, its employees, representatives, authorized agents, and contractors. This instrument may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this instrument. Each person or entity holding title to tax parcel number(s) ###-##-#### shall, under witness, sign this Right of Entry.

This Right of Entry is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009  
by:

OWNER:

OWNER:

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

**Owner(s) may, in writing, withdraw the Right of Entry granted herein, within 10 calendar days of receiving notice that Phase II activities are warranted and the Invitation to Participate Phase II that identifies the RECs found of the property.**

State of Arizona            )  
  ) ss.  
County of Pima             )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_