

## ACCESS AGREEMENT

ACCESS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between  
CONNECTICUT BROWNFIELD LAND BANK, INC. (hereinafter “CBLB”),  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter “Municipality”), and  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter “Owner”).

**WHEREAS**, the CBLB assists municipalities, property owners and contractors in obtaining assessment Grants (hereinafter “Grants”) in order to evaluate and test real property provided the property is not a CERCLA (Superfund) site as same is defined by statute or a municipality may request an assessment grant for a privately held site if the municipality provides a description of the public benefits; and

**WHEREAS**, the Municipality and the Owner represent that as of the date of the execution of this Agreement, they have not been given notice by federal, state or local governmental authority that they are a “Responsible Party” as said term is defined by federal law. The Municipality and the Owner further represent that they have no knowledge of any environmental contamination on the premises; and

**WHEREAS**, the Municipality has requested a Grant from the CBLB EPA Assessment Grant in order to test said property for environmental contamination; and

**WHEREAS**, the Municipality and the Owner agree that any testing of said property as a result of this Agreement shall be public information and the owner shall grant the contractor access to said property to perform said tests.

**NOW, THEREFORE**, for good and valuable consideration, the parties agree as follows, to wit:

1. The CBLB will assist the Municipality in obtaining an Assessment Grant; and
2. If an Assessment Grant is given to Municipality, the Municipality and Contractor shall enter into an Agreement whereby the Contractor shall perform testing of the soil and water; and

3. The Owner shall permit the Contractor chosen by the CBLB access to said premises to perform said testing.
4. The Municipality and the Owner agree that the results of any and all tests shall be public information; and
5. The Municipality and the Owner further represent and warrant that they have not been given notice by federal, state or local governmental authority that they are a “Responsible Party” nor have they been notified that the premises is an NPL or CERCLA site. The Municipality and the Owner further represent that they have no knowledge of any environmental contamination on the premises.
6. The parties agree that the CBLB has no obligation to any party pursuant to this Agreement other than to assist in the grant application and the administration thereof.

Connecticut Brownfield Land Bank, Inc.

BY \_\_\_\_\_  
President

BY \_\_\_\_\_  
Owner