



SUMMIT COUNTY LAND BANK
ACCESS AGREEMENT

This Access Agreement (“Agreement”) is entered into by and between the Summit County Land Reutilization Corporation (the “SCLRC”) and _____ (“Property Owner”) collectively the “Parties” as of on the date the last signature is affixed hereto.

WHEREAS Property Owner is the sole owner of certain real property (“Property”) known as:

PARCEL NUMBER					
ADDRESS					
CITY	Akron	STATE	OH	ZIP	

WHEREAS Property Owner agrees that the Property meets the definition of brownfield as defined in the most recent Brownfield Remediation Program Guidelines (“Program”) provided by the Ohio Department of Development, and there may be environmental hazards that complicate redevelopment of the Property; and

WHEREAS, Property Owner has submitted a grant application to SLRC for the purpose of conducting assessment or cleanup/remedial services on the Property (“Project”) which is the subject of the Program; and

WHEREAS, SCLRC will submit Property Owner’s Project application to the Ohio Department of Development and needs access to the Property and permission to conduct the potential works and/or activities (“Assessments or Cleanup/Remediation Activities”) which are mutually agreed upon by the Parties.

NOW, THEREFORE, in consideration of the foregoing premises, each of which is incorporated herein, and the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Access and Release. Property Owner, on behalf of itself and its agents, successors, and assigns (collectively, “Releasing Parties”), hereby grant access for the SCLRC to enter the Property and conduct any Assessments or Cleanup/Remediation Activities, and release, waive, and forever discharge SCLRC and its affiliates, employees, officers, directors, agents, subcontractors, and representatives (collectively, “Released Parties”) of and from any and all actions, causes of action, suits, losses, liabilities, rights, obligations, costs, expenses, controversies, damages, judgments, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty or equity, which any of such Releasing Parties ever had, now have, or hereafter can, shall, or may have against any of such Released Parties for, upon, or by reason of any matter, cause, or thing whatsoever arising out of or relating to the Assessments and Activities on the Property and this Agreement.

2. Hold Harmless. The Releasing Parties shall defend, indemnify and hold harmless SCLRC and any and all Released Parties, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, arising out of or resulting from the Assessment Action, including, but not limited to (i) any bodily injury, death of any person or damage to real or tangible personal property, (ii) breach or non-fulfillment of this Agreement by SCLRC or its employees, subcontractors or other personnel, and (iii) the negligence or more culpable act or omission of SCLRC or its employees, subcontractors or other personnel.

3. Assessments or Cleanup/Remediation Activities. The Parties have mutually agreed that the Assessments or Cleanup/Remediation Activities may be conducted on the Property by SCLRC, including their representatives and contractors, which Assessments or Cleanup/Remediation Activities include, but are not limited to the following:

- a) Acquisition of brownfield
- b) Site visits
- c) Photographs or video documentation
- d) Asbestos abatement activities
- e) Demolition activities
- f) Installation or upgrade of minimum infrastructure
- g) Cleanup activities
- h) Remediation activities
- i) Final grading and reclamation of the site.

4. Ownership Change Notification. Property Owner shall notify the SCLRC immediately upon the concurrence of any change in ownership and/or title in the Property and the existence of any liens or other encumbrances that are or have been placed on the Property.

5. Responsibility. Property Owner shall be responsible to keep the Property secured from unauthorized entrance until the foregoing Assessments or Cleanup/Remediation Activities are completed and to maintain the Property in a manner consistent with all applicable laws. The Property Owner acknowledges that any maintenance relating to the Property after the foregoing Assessments or Cleanup/Remediation Activities and payment of all property taxes on the Property are their sole responsibilities.

6. Miscellaneous. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is governed by Ohio law without regard of choice of law and conflicts of law principles.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

[SIGNATURE PAGES FOLLOWS]

PROPERTY OWNER: _____

Summit County Land
Reutilization Corporation

By: _____

By: _____

Name: _____

Name: Patrick Bravo

Title: _____

Title: Executive Director

Address: _____

Address: 400 South Portage Path

Akron, OH 44320

Date: _____

Date: _____