

CITY OF EL PASO - BROWNFIELDS PROGRAM

PARTICIPATION AGREEMENT

THE STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF EL PASO §

_____ (Participant), owner of the property located at
_____ (street address), also known as
_____ (facility name), the legal description being:
Lot _____, Block _____, _____ Subdivision as Recorded in Volume
_____, Page _____ of the El Paso County Deed Records, (the "Property").

enter into this "Participation Agreement" with the City of El Paso and agree as follows:

1. The Property has been included in the City of El Paso Brownfields Program.
2. The Brownfields Program will make efforts to find solutions to restore the Property into an adaptive reuse that benefits the community as a whole.
3. The Brownfields Program will explore funding options and incentives for the assessment, cleanup, and/or redevelopment of the property. Participant understands that the Agreement does not obligate the City to perform environmental site assessments or perform remediation on the Property.
4. Participant will work collaboratively with City staff to ensure that community needs and concerns are addressed throughout the redevelopment process.
5. Participant allows the Brownfields Program or other governmental entities providing funding or in-kind services to refer to this property as a brownfield, if applicable, and share information gathered by the Brownfields Program, including the progress of assessment, remediation, and redevelopment through written and photographic means for case study presentation purposes.
6. Participant understands that the documentation produced under this Agreement is subject to the Texas Open Records Act.
7. Participant releases, indemnifies, and agrees to hold harmless the City of El Paso, its agents, employees, officers, principals, and successors from all liability, claims, damages or actions, including attorney fees and expense of litigation, that arise or result from inclusion of the Property in the Brownfields Program, regardless of whether such liability, claims, damages, or actions are caused in whole or in part by a negligent act or omission of the City of El Paso or its agents, employees, officers, principals, or successors.

EXECUTED this _____ day of _____, 200__.

Signature of Owner(s)

Printed Name of Owner(s)

City of El Paso Approval
