(Date, 2023)

Mr. Evan W. Spann

Deputy Director, Field Office Operations

Tennessee Department of Environment and Conservation

Division of Remediation

William R. Snodgrass Tennessee Tower, 14th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

**RE: REQUEST FOR RECOGNITION OF SUCCESSOR PARTY STATUS**

 **(Enter DoR Site name and ID)**

 **(Enter full Site address)**

Dear Mr. Spann:

On behalf of (Enter Corporate Name), as (State Position or Title), we are requesting recognition as a successor party under the terms of the Brownfield Voluntary Agreement that is in the name of (Enter Voluntary Party Name) for (DoR Site Name), DoR Site Number XX-XXX. Per TCA 68-212-224(a)(5), the commissioner may extend this liability protection to successors in interest or in title to the participant, contractors conducting response actions at the site, developers, future owners, tenants, and lenders, fiduciaries or insurers, conditioned upon performance of the voluntary agreement or consent order and compliance with any land use restrictions required thereby; provided, that such liability protection to other persons does not apply to liability that arose prior to the voluntary agreement or consent order.

(I or XX) will serve as the contact person for (Enter Corporate Name) with the following contact information. (Enter Name, Address, Phone Number, and Email)

We are aware of the use limitations associated with the property and the ongoing obligations required for owners and operators of hazardous substance sites, including those specified in the Brownfield Voluntary Agreement (BVA) and associated documents, the recorded Notice of Land Use Restrictions (NLUR), and the Site Management Plan (or other documents). We are aware that as a successor party, we remain potentially responsible for any release of hazardous substances or other pollutants that occurs at the Site after the effective date of the BVA while we own or operate the Site or for environmental conditions other than those Matters Addressed in the BVA. We are aware that as a successor party and owner of the property we are required to continue to adhere to the above-referenced documents including any obligation, responsibility, duty, or benefit accruing to the Voluntary Party as defined in the Brownfield Voluntary Agreement. We have purchased the (entire site or portion) of the property as of (Date), which is (Size) acres and is identified as Parcel XX. A plat or figure depicting the property we have acquired is attached, as well as the program affidavit.

(Please indicate in this paragraph whether or not you intend to do any of the following: Modify the existing BVA or NLUR, perform additional investigation, or conduct any activities that would trigger notification requirements under the existing NLUR.) We understand we will be responsible for any applicable fees associated with modification of the existing legal documents (BVA, NLUR) as well as DoR’s oversight, review, and approval of any work plans or reports for any work undertaken at the Site in accordance with the existing legal documents. Any fees will be assessed according to the cost recovery schedule included in the BVA for the Site.

Please contact me at your earliest convenience if you have any questions.

Sincerely,

cc XXXX, Regional Brownfields Coordinator

Insert Survey Plat of Site Acquired

**AFFIDAVIT**

The undersigned, after being duly sworn, testifies as follows:

1. My name is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and I am the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[ENTER BUYER NAME], ( hereinafter “BUYER”).

2. BUYER or any entity affiliated with BUYER was not involved in placing the contamination at the property located at (Insert full Address), TDEC site number (Insert DoR Site ID and Name).

3. BUYER does not have and has never had any stake in the operations which may have released, generated, or transported hazardous substances at said property and was not the owner at the time of disposal.

4. The relationship between BUYER and (Seller Name) is that of a Purchaser and Seller, respectively, of real property only.

5. This information is based upon personal knowledge.

 This the day of , 2022

 Affiant

STATE OF TENNESSEE )

COUNTY OF )

 Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the (Insert Title or Position) of (Insert entity being represented), and that he/she is such capacity being authorized so to do, executed the foregoing document for the purposes therein contained, by signing the name of the corporation by himself/herself in such capacity.

Sworn and subscribed before me on this \_\_\_\_\_ day of , 2022

 Notary Public

 My Commission Expires: