



**Arizona Department of Environmental Quality**  
**Prospective Purchaser Agreement Application**

(If additional space is needed, attach a separate sheet)

**NOTICES AND INSTRUCTIONS TO APPLICANT:**

1. ADEQ will not enter into a prospective purchaser agreement unless a hazardous substance is present in the soil or groundwater at the property being purchased.
2. If more than one person is purchasing the property, they may submit a joint application.
3. The initial fee required by A.A.C. R18-7-301(C) shall be paid to ADEQ along with this application.
4. A person is not eligible for a prospective purchaser agreement unless this application form is completed and received by ADEQ. An application is “complete” when ADEQ has received sufficient information to determine that all of the conditions set forth in A.R.S. § 49-285.01 have been satisfied. If ADEQ is unable to make that determination, then it may require the applicant to amend or supplement this application with additional information. The amended application may relate back to the date this application was first received.
5. This application form shall be completed and received by ADEQ before the property is purchased. The applicant shall provide ADEQ with a copy of an official, certified deed within ten days after the property is purchased.
6. The mere continuation of business from the seller to the applicant will not be considered a substantial public benefit.
7. If the applicant submits a timely application to ADEQ and another person purchases the property who did not submit an application before the property was purchased, the purchaser may be eligible for a prospective purchaser agreement if any of the following apply:
  - A. The applicant is a corporation that merged into another corporation that purchased the property. The surviving corporation may be eligible for a prospective purchase agreement if it promptly submits its own application and pays the initial fee and all other fees required by A.A.C. R18-7-301. The prospective purchaser agreement will be prepared in the name of the surviving corporation.

- B. The applicant is a member of a limited liability company that purchased the property. The limited liability company may be eligible for a prospective purchaser agreement if it promptly submits an application to ADEQ and pays the initial fee and all other fees required by A.A.C. R18-7-301. The prospective purchaser agreement will be prepared in the name of the limited liability company.
  - C. The applicant is an officer, director, or shareholder of a business entity that purchased the property. The business entity may be eligible for a prospective purchaser agreement if it promptly submits an application to ADEQ and pays the initial fee and all other fees required by A.A.C. R18-7-301. The prospective purchaser agreement will be prepared in the name of the business entity.
  - D. The applicant formed a new, separate business entity in order to purchase the property and the business entity promptly submits an application to ADEQ and pays the initial fee and all other fees required by A.A.C. R18-7-301. The prospective purchaser agreement will be prepared in the name of the business entity.
  - E. The applicant nominated another person to purchase the property and the nominee promptly submits an application to ADEQ and pays the initial fee and all other fees required by A.A.C. R18-7-301. The prospective purchaser agreement will be prepared in the name of the nominee.
8. If a person purchases the property without first submitting an application to ADEQ and is not otherwise eligible under paragraph 7, then the person is not eligible for a prospective purchaser agreement.

8. ADEQ will not seek a court approved settlement (consent decree) that confers CERCLA contribution protection:
  - A. Unless the applicant has fully performed all obligations under its prospective purchaser agreement, including providing a substantial public benefit.
  - B. Until the applicant has paid the fee provided by A.A.C. R18-7-301(D)(2). After ADEQ has agreed to seek a court approved settlement, the applicant shall pay all costs incurred by ADEQ in connection with the federal court action, including attorneys fees, filing fees, mailing costs, publication costs, direct and indirect costs, and similar expenses. The fee is due in advance and payment for all other costs is due upon request for payment by ADEQ.
  - C. In any other matter where ADEQ determines that it is not appropriate or not in the public interest to seek a court approved settlement.

1. Applicant's full name, mailing address, telephone number, and FAX number (include county if outside Maricopa).

(If applicable) Applicant's legal counsel's full name, mailing address, telephone number, and FAX number.

2. Applicant's Legal Status.

- Unmarried person
- Married persons
- Married person dealing with his/her sole and separate property
- Limited liability company (specify state in which the LLC was organized)
- Partnership (specify state in which the partnership was organized)
- Corporation (specify state in which the corporation was organized)
- Other (specify) \_\_\_\_\_

3. Name, location or mailing address, county assessor's parcel number, and approximate acreage of the real property ("Property") being purchased.

<p>4. Full name, mailing address, telephone number, FAX number, and legal status of the seller of the Property.</p>
<p>5. Expected date of close of escrow.</p>
<p>6. Is the Property in or near a CERCLIS, NPL or WQARF site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, identify the site.</p>
<p>7. Identify all hazardous substances currently in the soil and/or groundwater at the Property and state the level of concentration of each hazardous substance ("Contamination"). Attach copies of all supporting documentation.</p>

8. Provide the history of the Property and its use, including the full name and address of all past owners and operators, and the name of any person who may have caused or contributed to the release of the Contamination.

9. State whether the Property is located in a flood plain and whether any dry wells, underground storage tanks, or drinking water wells are located on the Property. State whether the Property is located near a significant physical feature, such as a railroad, highway, river bank, landfill, mine tailings, etc.

10. Is Applicant affiliated with any person who may be responsible for the release of the Contamination or the release or threatened release of any other hazardous substance at the Property through any familial relationship or any corporate or contractual relationship other than a contract to protect a security interest? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please explain.

11. State Applicant's prior involvement with the Property, including all environmental investigations and Phase I or Phase II reports prepared in connection with the Property.

12. Describe the substantial public benefit Applicant will provide. Examples of some acceptable public benefits are listed in A.R.S. § 49-285.01(A)(4). ADEQ will determine if the proposed public benefit is substantial and appropriate. However, the mere continuation of business from the seller to the Applicant will not be considered a substantial public benefit.

13. If Applicant is providing funding as the substantial public benefit, state the dollar amount.

14. Will Applicant's proposed redevelopment or reuse of the Property contribute to or exacerbate the Contamination, or unreasonably interfere with remedial measures necessary at the Property, or cause Contamination to present a substantial health risk to the public?  Yes  No

If yes, please explain.

15. Is Applicant responsible for a release of a hazardous substance at the Property? \_\_\_\_ Yes \_\_\_\_ No

If yes, please explain.

16. State the full name, mailing address, telephone number, and FAX number of each person to whom notices may be given under the prospective purchaser agreement.

Name	Address	Phone Number and FAX number

17. Other information Applicant wants ADEQ to consider in evaluating Applicant's eligibility for a prospective purchaser agreement.

**CERTIFICATION**

I affirm the foregoing information given to ADEQ by Applicant is true, accurate and complete to the best of my knowledge and belief. Applicant acknowledges that ADEQ is relying on the truthfulness, accuracy, and completeness of this information as a basis for entering a Prospective Purchaser Agreement.

18. Signature of applicant	19. Print Name/Title	20. Date
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Please provide the following with this application:

1. Cashier's or certified check made payable to "ADEQ" in the amount of \$2,500.00 if the Property is within a WQARF Registry site, or in the amount of \$3,600.00 if the Property is not within a WQARF Registry site (this includes sites within a Federal Superfund site).
2. A copy of an official, certified deed containing the legal description of the Property.
3. A map depicting the location of the Property.
4. Statement of work (if applicable).
5. Statement of the current zoning on the Property.
6. If Applicant is not an individual, documentation evidencing Applicant's and Seller's legal organization or formation, as follows:
  - A. For a domestic corporation
    - A certified copy of the Articles of Incorporation along with any amendments
    - A certified copy of the Certificate of Disclosure
    - A certified copy of the Certificate of Good Standing
    - A certified copy of the publication
  - B. For a foreign entity
    - A certified copy of the Articles of Incorporation
    - A certified copy of the Certificate of Incorporation
    - A certified copy of the Certificate of Good Standing or its equivalent from a foreign state
    - A certified copy of the Application for Authority to Transact Business in Arizona along with any appendix
    - A certified copy of the publication
  - C. For a Limited Liability Partnership
    - A certified copy of the Articles of Organization along with any amendments
    - A certified copy of the publication
  - D. For a Limited Partnership
    - A certified copy of the Certificate of Limited Partnership along with any amendments

List each document provided.

