

## BROWNFIELDS SITE ACCESS AGREEMENT

Execution of this form is a requirement for assistance through the Brownfields Site Assessment, Cleanup and Remediation program. In consideration of the mutual covenants, promises and representations herein, the undersigned agree as follows:

- 1) \_\_\_\_\_ (“Owner”), hereby give permission to the Treasure Coast Regional Planning Council (“TCRPC”) and its employees, agents, representatives and its contractors (and their subcontractors) to enter the Owner’s property (“the property”) located at \_\_\_\_\_. The Owner represents and warrants that the Owner owns 100% of the fee simple title to the property. It is agreed that one of TCRPC’s contractors is an engineering firm.
- 2) This permission is contemplated to be used for the TCRPC’s Brownfields site assessment, cleanup and/or remediation and to include the following activities, which may be performed by the TCRPC, its employees, agents, representatives and its contractors (and their subcontractors) to evaluate, cleanup and/or remediate environmental conditions that may be present at the property and including, but not limited to, the following:
  - a. To access all areas of the property including areas where environmental contamination may exist;
  - b. To conduct interviews, photographs, site sketches and air monitoring;
  - c. To collect, remove, modify any waste, contaminants, soil, surface water, sediment, groundwater and any other materials or substances for the purpose of sampling, cleanup and/or remediation of the property, as deemed necessary, including, but not limited to, the installation of groundwater monitoring wells;
  - d. To use on the property such equipment, including but not limited to vehicles, backhoes and drill rigs, as is deemed necessary to perform any of the above activities; and
  - e. To take such other actions as to the property as are in furtherance of the Interlocal Subgrant Agreement between Owner and TCRPC.
- 3) The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner or the Owner’s successors and assigns for any possible groundwater, sediment, air or soil contamination detected in the samples.
- 4) TCRPC, its employees, agents, representatives and its contractors (and their subcontractors) may enter the property during normal business hours and may also make special arrangements to enter the property at other times after Owner has given written consent to do so.
- 5) This permission shall remain effective and shall continue until such time as the Owner delivers to TCRPC written notice of revocation, which revocation shall become effective 10 days after delivery to TCRPC. Notwithstanding the foregoing, this Agreement shall in any event terminate 2 years from the date it has been executed by TCRPC.
- 6) This instrument shall be construed and enforced in accordance with the laws of the State of Florida and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. If any term or provision of this instrument shall be deemed by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This instrument

contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements. This instrument may be modified only by an instrument in writing signed by the party to be charged with the modification. Nothing contained in this instrument shall be deemed to make the parties partners or engaged in a joint venture with one another. This instrument may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this instrument. An executed facsimile or emailed copy of this Agreement shall be considered for all purposes an original.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner Date:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**NOTARIZATION**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2016 by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_, as identification. (Note Notary: if personally known to you please circle the words “personally known to me” and if not, then print on the line the type of identification relied upon such “Florida Driver’s License”).

\_\_\_\_\_  
NOTARY PUBLIC STATE OF \_\_\_\_\_

Printed Name:

Commission Number:

Commission Expiration Date:

**Accepted by the Treasure Coast Regional Planning Council:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Executive Director Date:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name