

BROWNFIELDS SITE ACCESS AGREEMENT

Execution of this form is a requirement for assistance through the Brownfields Site Assessment program. For one dollar and other good and valuable consideration the receipt and sufficiency of which is acknowledged by the undersigned, the undersigned agree as follows.

1) _____ (“Owner”), hereby gives permission to the Treasure Coast Regional Planning Council (“TCRPC”) and its employees, agents, representatives and contractors to enter the Owner’s property (“the property”) located at _____, Florida. The Owner represents and warrants that the Owner owns 100% owner of the fee simple title to the property.

2) This permission is contemplated to be used for the TCRPC’s Brownfields Site Assessment and to include the following activities, which may be performed by the TCRPC, its employees, agents, representatives and contractors to evaluate environmental conditions that may be present at the property:

- 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 waste, soil, surface water, sediment, and groundwater samples, if necessary, including, but not limited to, the installation of groundwater monitoring wells; and
- d) To use on the property such equipment, including vehicles and drill rigs, as is necessary to perform the above activities.

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) The TCRPC, its employees, agents, representatives and contractors 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 Treasure Coast Regional Planning Council 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 copy of this Agreement shall be considered for all purposes an original.

PERMISSION TO ENTER AS OUTLINED ABOVE IS HEREBY GRANTED

Witness

Owner Date: _____

Witness

Owner Date: _____

Accepted by the Treasure Coast Regional Planning Council:

Witness

Executive Director Date: _____