



PERMISSION TO ENTER PROPERTY
TO CONDUCT ENVIRONMENTAL ASSESSMENTS
UNDER THE CITY OF GULFPORT
EPA BROWNFIELDS AREA WIDE ASSESSMENT GRANT

1. _____ ("Undersigned"), Owner, hereby give permission to the City and its agents/contractors to enter the undersigned's property ("the Property") located at:

(the property address and/or parcel numbers)

2. This permission is contemplated to be used for the City's EPA Brownfields Assessment Grant to perform duties required to evaluate environmental conditions that may be present at the property including the following activities:
- a) To access all areas of the property including areas where environmental contamination may exist;
 - b) To conduct interviews, take photographs, make site sketches and perform air monitoring;
 - c) To collect waste, soil, surface water, sediment, and groundwater samples, if necessary; which may include the installation of groundwater monitoring wells;
 - d) To temporarily store, remove and dispose of investigation derived wastes; and
 - e) To use on the property of such equipment, including vehicles and drill rigs, as is necessary to perform the above activities.
3. The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned or the undersigned's successors and assigns for any possible contamination that may be detected in the collected samples.
4. The City, its agents, representatives or contractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the undersigned.
5. In consideration of the permission and other valuable consideration accepted by Undersigned (as the owner of the Property) to the City, and/or its duly authorized representatives, whose mailing address is 2401 53rd Street, Gulfport, Florida 33707, for the purpose of using the Property identified above for the above referenced purposes, The City agrees to indemnify, defend, and hold harmless the Undersigned, from any



claim, loss, damage, costs, charge, or expense, including attorney's fees and costs, arising from or in connection with the above referenced activities onto the Undersigned's property or any condition created in or during the performance of such act(s) or from the omission or negligence of the City or any of its officers, agents, employees, or assigns for any accident, injury, or damage occurring during the performance of such activity, except for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the Owner any of its agents, servants or employees.

- 6. It is further understood and agreed that once the City's activities are completed the City and/or its duly authorized representatives will restore the Undersigned's Property affected by such activities to a safe, neat, and clean condition, and to a condition as near as practicable to the condition of the Property that existed before the City began its work on the property.
- 7. This Agreement shall be effective upon the date of execution by a duly authorized representative of the City and shall expire upon the completion of the activities described herein or upon written notice by the Owner to cease the activities; whichever is earlier.

Witness

PERMISSION TO ENTER

Witness Signature

Owner's/Owner's Representative Signature

Printed Name

Printed Name

Date

Date

Accepted by the City by the following authorized agent:

Signature with Title

Printed Name

Date

<p>Access Contact (to be completed by Owner):</p> <p>Name: _____</p> <p>Phone: _____</p> <p>e-mail: _____</p>
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This Brownfields Grant Program is funded by the EPA

