

RIGHT-OF-ENTRY PERMIT and RELEASE OF INFORMATION
NEIGHBORHOOD ENHANCEMENT PROGRAM (NEP)

Grantee Name: Habitat for Humanity Cape May County	
NEP Property Address: 101 W. Anna St - Block 942, Lot 3	
Municipality: Middle Township	County: Cape May
Telephone # : 609-465-8732	
Email : emahon@middletownship.com	

The undersigned (Grantee) hereby unconditionally authorizes New Jersey Department of Community Affairs (NJDCa), the New Jersey Department of Environmental Protection (NJDEP), and its environmental and historic preservation review contractors and their respective assigns, employees, agents, and contractors (collectively, the "NEP Program Managers") to have the right of access and to enter in and onto the property described above for the purpose of performing property and environmental and historic preservation review inspections and/or taking sample materials for specialized testing, for the purposes of participating in the NEP.

Grantee understands and agrees:

- 1) No inspections and repairs will be performed until this Right of Entry Permit (ROE) is completed in full.
- 2) Granting full access for the purpose of inspections and construction activities to the NJDCa, NJDEP, and the NEP Program Managers, and their employees, agents, contractors and/or representatives to the property and/or a damaged structure is a requirement of the NEP Program.
- 3) Environmental and historic preservation reviews are a requirement of federal Housing and Urban Development grant funding. Compliance with that funding requirement requires that NJDEP and its contractors be granted full access for the purpose of environmental and historic preservation inspection activities. Inspection activities will primarily consist of external inspections of the property.
- 4) *Time Period:* The ROE shall expire 5 years after a Certificate of Occupancy is issued for the subject property.
- 5) *Inspections:* The ROE authorizes inspections of the subject NEP lot and structure. Grantee understands that the NJDEP, its employees, agents, contractors and/or representatives, in their sole discretion, shall determine the extent of the required inspections for environmental and historic preservation reviews. Grantee understands that more than one (1) inspection may be required, and agrees to provide access for any subsequent or all inspections.
- 6) *Photos:* Grantee understands and authorizes the NJDCa, NJDEP, and its contractors, and NEP Program Managers, their employees, agents, contractors and/or representatives to take photos, digital likenesses, and audio/video recordings of the subject property and damages, and authorizes the use of such items for the purposes of promotion of the NEP Program on the DCA website, newsletters, news releases, or other media outlets.
- 7) *Sampling:* Grantee understands and authorizes the NJDCa, NJDEP and its contractors, and the NEP Program Managers and their inspectors to collect samples (ex; drywall compound, floor tile, piping insulation, paint, ceiling tile, soil, etc. *this is not an all inclusive list*) of housing materials for purposes of testing for potentially hazardous materials (including lead paint, asbestos, mold, etc) in accordance with the requirements of local, state, and federal authorities.
- 8) *Access :* Grantee understands that the NJDCa, NJDEP and the NEP Program Managers, their employees, agents, contractors and/or representatives shall have full access to the subject NEP lot and structure at all times during the inspection and construction phase .
- 9) *Disclosures:* By signing this ROE, Grantee acknowledges that work may be destructive to limited small amounts/areas of the current structure for test sample purposes.

10) *Waiver and Hold Harmless*: The undersigned will indemnify and hold harmless the NJDCA, NJDEP, and its representatives, and NEP Program Managers, their employees, agents, contractors and/or representatives for any and all liability, loss, damage, or destruction of any type whatsoever to the above described property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the property, and hereby releases, discharges and waives any and all liability, claims, demands, damages, injuries, losses, penalties, fines, costs, causes of action, judgments, expenses, as well as any and all actions, either legal or equitable, which the undersigned has, or that might arise, of any nature whatsoever and by whomever made, or may have, by reason of or incident to any action of aforesaid NEP Program Managers taken to accomplish the aforementioned purpose.

11) *Authority*: Grantee represents and warrants that Grantee has full power and authority to execute and fully perform Grantee's obligations under this ROE. If Grantee is an entity, Grantee also represents and warrants that Grantee has such power and authority pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this ROE on behalf of the Grantee are the duly designated agent(s) of the Grantee and are authorized to do so. Grantee expressly represents and warrants that fee title to the Premises is vested solely in Grantee.

12) *Information Sharing*: Information is collected to make it possible for the NJDCA, NJDEP, and NEP Program Managers, their employees, agents, contractors and/or representatives to enter the Grantee's property. Information submitted may be shared with other government agencies (Federal, State and City), their contractors, subcontractors and employees, as well as with vested agencies performing inspections and/or repairs, for official use only in accordance with the purposes stated in this ROE.

Signature(s) and Witness

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s) and seal(s) this 16th day of JANUARY, 2014

Grantee Signature:	<u>Constance A. Mada</u>
Date:	<u>1-16-14</u>
Witness:	<u>Dawn L. Stimmel</u>