**AGREEMENT TO TRANSFER RESPONSIBILITY**

**FOR EXISTING MONITORING WELLS FROM THE DEPARTMENT**

This Agreement (“Agreement”) is entered into between the Florida Department of Environmental Protection (“Department”) and [Name of Property Owner] (“Owner”), the owner of the [Facility Name] property located at [Property Address Street, City, FL], parcel number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Property”). The Department and the Owner will hereinafter be known as the “Parties”. The purpose of this Agreement is to transfer responsibility for the monitoring wells installed at the Property that were funded by the Department. In consideration of the mutual benefits to be derived therefrom, and other good and valuable consideration, the Parties hereby agree as follows:

**PARTIES**

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida’s air and water resources and to administer and enforce the provisions of Chapters 376 and 403, Florida Statutes (F.S.), and the rules promulgated thereunder in Title 62, Florida Administrative Code (F.A.C.). The Department has jurisdiction over the matters addressed in this Agreement.
2. The Owner is real property owner of the Property and the entity that has assumed responsibility for the costs to maintain, properly use, and abandon monitoring wells that will be used to monitor contamination associated with discharges discovered on [Date[s]]. The Owner will assume all responsibility for the monitoring wells, including following appropriate Water Management District guidance, appropriate local government rules, maintaining the integrity of the monitoring wells, and properly abandoning them at the conclusion of site rehabilitation.

**BACKGROUND**

1. The Property, located in [County Name] County, Florida, FDEP Facility ID # [xxxxxxxxx], was found to have petroleum contamination. The Department installed [XX] number of wells to assess / remediate the contamination. The Department no longer needs the use of these monitoring wells and would otherwise properly abandon them pursuant to applicable local or water management district regulations.
2. The Owner, on [Date] requested the use of the existing [how many] monitoring wells for the rehabilitation of the discharge[s] dated \_\_\_\_\_. The Department has reviewed the request and agrees that it is appropriate for the Owner to assume responsibility of the monitoring wells funded by the Department and to use the monitoring wells detailed on Exhibit A (site map with location of monitoring wells being transferred) and Exhibit B (table with construction information on monitoring wells being transferred) for the rehabilitation of these discharge[s].

**MISCELLANEOUS PROVISIONS**

1. When site rehabilitation has been completed for the discharge[s] and the Department issues a Site Rehabilitation Completion Order (“SRCO”) for the discharge[s]dated [Date[s]], then the Owner will be required to properly abandon all monitoring wells within 60 days of receipt of the SRCO. The monitoring wells must be plugged and abandoned in accordance with the requirements of Subsection 62‑532.500(5), F.A.C.
2. The Parties hereby agree that the laws of the State of Florida shall govern any and all actions or disputes arising out of this Agreement; and any such actions shall be brought in Leon County, Florida.
3. This document constitutes the entire Agreement and understanding of the Parties to this Agreement and there are no other representations, warranties, covenants, terms or conditions agreed upon between the Parties other than those expressed in this Agreement regarding the monitoring wells.
4. This Agreement shall not constitute, be interpreted, construed or used as evidence of any admission of liability, law or fact, a waiver of any right or defense, nor an estoppel against any party, by the Parties as between themselves or by any other person or entity not a Party. However, nothing in this Paragraph whatever is intended or should be construed to limit, bar or otherwise impede the enforcement of any term or condition of this Agreement against any Party to this Agreement by any Party to this Agreement.

This Agreement is effective upon execution by all of the Parties.

FOR THE OWNER: FOR THE DEPARTMENT:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature and date) (signature and date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Natasha Lampkin

(print name)Program Administrator

Petroleum Restoration Program

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Company / Corporation:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(if applicable)

Corporate Seal

Attachments:

Exhibit A Map location of wells being transferred

Exhibit B Table with construction data for wells being transferred

ec: PRP Site File

FDEP Site Manager

XX Water Management District

FDEP [xx] District