

PERMISSION TO ENTER PROPERTY
NON-SOURCE

1. The Parties. The undersigned real property owner, [*insert name of each property owner(s) as listed on the deed*], ("Owner"), hereby give(s) permission to the State of Florida, Department of Environmental Protection ("Department") and it's [*PRP add "Agency Term"*] Contractor, subcontractors, and vendors ("Contractor") to enter the Owner's property ("the Property") located at [*insert property address*].

2. The Property. Owner owns the certain parcel(s) [*insert parcel number(s) from Property Appraiser's website*] of real property located at [*insert physical mailing address if available*] Florida (the "Property"), depicted on the attached legal description as "Exhibit A." [*Attach a legal description of the Property –from the most current deed and or a survey sketch/map of the property with GPS or other locational information.*]

3. Permissible Activities. This Permission to Enter Property ("Permission") is limited to activities which may be performed by the Department or its Contractors pursuant to Chapter 62-780 or 62-730, Florida Administrative Code ("F.A.C."), without cost to the Owner (unless required in a separate agreement) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. The following activities are included in this Permission but are not limited to this list:

- conduct soil, surface, subsurface, and groundwater investigations, including but not limited to entry by a drill rig vehicle and/or support vehicles;
- install and remove groundwater monitoring wells;
- use geophysical equipment;
- use an auger for collecting soil and sediment samples;
- locate existing wells;
- collect waste, soil, and water samples;
- remove, treat and/or dispose of contaminated soils and water;
- remove contaminated soil by digging with backhoes, large diameter augers and similar equipment;
- install, operate, and remove remedial equipment;
- install and remove utility connections;
- trench for connection of remediation wells to equipment; and
- conduct surveys, prepare site sketches, and take photographs.

4. The Source: The suspected source of the contamination is located at [*physical address*], parcel number # [*insert*] and FDEP Facility/Project # is [*insert*].

5. Duration and Termination of Access. This Permission is granted, without any fee or charge to the Department or Contractor, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the Department and Contractor immediately upon the execution of this Agreement. This Permission shall

continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative Code [*with PRP add* “, or low-scored site initiative no further action order pursuant to Section 376.3071(12)(b), Florida Statutes”] (“Order”). At which time the Owner shall be provided a copy of the Order and this Permission shall be automatically terminated.

6. Work Performed during Business Hours. The Department and Contractor may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after agreement from the Owner.

7. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Permission shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.

8. Proper Disposal of Contaminated Media. The Department and Contractor shall ensure that soil cuttings, any work materials, and water generated shall be managed and disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be appropriately disposed in a timely manner.

9. Well Permits. The Owner authorizes the Department and its Contractor to act as its agent in signing all required forms and documents necessary for obtaining applicable permits related to well construction, repair, maintenance, modification, and abandonment pursuant to Chapter 373, Florida Statutes.

10. Equipment Ownership. The monitoring wells and remedial equipment installed pursuant to this agreement are the property of the Department. The Owner is responsible for replacing any Department property that may be damaged or lost due to any actions by the owner.

11. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractor when performing the Permissible Activities. Owner shall not damage any equipment including wells, piping, and remediation system that may be located on the Property. Owner shall notify the Department 90 days prior to commencement of any construction, demolition or other work on the Property that may damage or destroy any part of the equipment installed under this Permission so that such equipment can be either properly removed, secured or abandoned.

12. Owner's Use of Property. The Owner retains the right to use the Property, and the Department and its Contractors will work with the Owner regarding minimizing activities that may interfere with the Owner's management and use of the Property. However, neither the Department nor the Contractor are responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity. This agreement does not modify any legal right the parties may have regarding negligent acts.

13. Property Restoration. The Department shall pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed before activities associated with contamination assessment or remedial action were taken.

14. No Admission. 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 for any contamination discovered on the Property.

15. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, Department employees or Contractors not caused by the negligence or intentional acts of the Owner's agents or employees.

16. Sovereign Immunity. The Department acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees while on the Property.

17. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility or project number referenced above in paragraph 4.

<http://depedms.dep.state.fl.us/Oculus/servlet/login?action=login>

18. Entire Agreement. This Permission shall constitute the entire agreement between the Department and the Owner regarding this grant of access to the Department as stated herein. No modification, amendment or waiver of the terms and conditions of this Permission shall be binding upon Department unless approved in writing by an authorized representative of Owner and Department.

19. Governing Law and Venue. This Permission shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising from or relating to this Permission shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.

20. Severability. Any provision of this Permission that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

21. No Third-Party Beneficiaries. This Permission is solely for the benefit of the parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.

22. Contact. Any questions regarding this access agreement please contact the following:

For the Contractor: *[insert the contractor's manager for this source property/facility-name, email address and phone number.]*

For the Department: *[insert the FDEP's site/project manager (or for PRP local program, if applicable) for this source property/facility-name, email address and phone number.]*

FDEP Coordinates (Degrees Minutes Seconds) for Project # or Facility Id.:

Latitude

Longitude

EC: *[Executed copies must be sent to the appropriate FDEP site/project manager (or PRP local program manager) list the name and email here.]*