

**PERMISSION TO ENTER PROPERTY- NON-SOURCE**

1. **The Parties.** The undersigned real property owner, \_\_\_\_\_ ("Owner"), hereby give(s) permission to the State of Florida, Department of Environmental Protection ("Department") and it's Contractor, subcontractors, and vendors ("Contractor"), to enter the Owner's property ("the Property") (see next paragraph).
2. **The Property.** Owner owns the certain parcel(s) \_\_\_\_\_ of real property located at \_\_\_\_\_, \_\_\_\_\_, Florida
3. **The Source:** The suspected source of the contamination is located at \_\_\_\_\_, parcel number # \_\_\_\_\_ and FDEP Facility/Project # is \_\_\_\_\_.
4. **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, without cost to the Owner to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. Specifically, to collect soil, groundwater (including the installation of wells), surface water and sediment samples; removal and treatment of contamination on the Property; installation of a treatment system (as necessary); and monitoring of contamination until completion of remediation.
5. **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.
6. **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.
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. **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.
9. **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.
10. **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.

