PERMISSION TO ENTER PROPERTY- NON-SOURCE

1. The Parties. The undersigned real prop	perty owner,
("Owner"), hereby give(s) permission to	the State of Florida, Department of Environmental Protection
("Department") and it's Contractor, subc	ontractors, and vendors ("Contractor"), to enter the Owner's propert
("the Property") (see next paragraph).	
2. The Property. Owner owns the certain	ı parcel(s)
of real property located at	,, Florid
3. The Source: The suspected source of	the contamination is located at
parcel number #	and FDEP Facility/Project # is

- 4. <u>Permissible Activities</u>. 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 <u>collect soil</u>, 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. <u>Work Performed during Business Hours</u>. 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. <u>No Admission</u>. 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. <u>Activities Comply with Applicable Laws</u>. 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. <u>Well Permits</u>. 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. <u>Equipment Ownership</u>. 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. <u>Property Restoration</u>. 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.

- 11. <u>Injury to Department</u>. 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.
- 12. <u>Sovereign Immunity</u>. 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.
- 13. <u>Public Records</u>. 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

Signature of each Property Owner		Signature of Witness		
Print Name	Date	Print Name	Date	
Mailing Address				
Γelephone or Cell Phone Number		E-mail Address		
Accepted by Contractor on behalf o	of the State of		onmental Protection:	
Signature of Contractor		Signature of Witness		
Print Name of Contractor	Date	Print Name	Date	
Contractor Company name		Contractor's Contact name		
Contractor Mailing Address		Contractor Contact email	address	
Contractor Company City and zip c	ode	Contractor Contact's pho	ne number	