DRYCLEANING SOLVENT CLEANUP PROGRAM

REAL PROPERTY OWNER INTENT TO EXECUTE AN INTERIM RESTRICTIVE COVENANT AGREEMENT (Agreement)

{{Note: Instructions and the process to complete the Advanced Site Assessment Request are in a separate document and are not intended to modify the terms of this Agreement.}}

This Agreement is to confirm the Real Property Owner's intention to voluntarily execute a Florida Department of Environmental Protection (FDEP) approved Interim Restrictive Covenant (RC) on parcel(s) within 30 days of approval for an Advanced Site Assessment {Enter Parcel ID(s)} under the Drycleaning Solvent Cleanup Program (DSCP). The Real Property Owner _____, and the FDEP enter into this Agreement in which the (Owner), FDEP agrees to perform Advanced Site Assessment work for the drycleaning solvent contaminated site , Florida, FDEP Facility/ERIC# located at for discharge {Enter Date of DSCP Application [available in OCULUS}}_____, in exchange for the Owner agreeing to a Conditional Closure (Site Rehabilitation Completion Order with Conditions) and agreeing to record an Interim Restrictive Covenant on the subject property. Such a Conditional Closure uses appropriate controls to close the assessment and remediation of a contaminated site using either Risk Management Option II or III as described in Rule 62-780.680(2) or (3), Florida Administrative Code (F.A.C.), where alternative cleanup target levels above the levels in Chapter 62-777, F.A.C., are established for soil and ground water. These alternative cleanup target levels are based on site conditions and the establishment of an institutional and, if necessary, an engineering control. An example of an institutional control is a restrictive covenant with a ground water use prohibition. An example of an engineering control is an impervious surface or cap (such as a parking lot) which prevents exposure to contaminated soil and/or prevents surface or rain water from infiltrating into the soil. Nothing in this Agreement changes the eligibility requirements or site's priority ranking in the Drycleaning Solvent Cleanup Program.

A copy of the Interim RC is available on the DSCP web page at: http://www.dep.state.fl.us/waste/categories/drycleaning/default.htm

The Owner and the FDEP agree to the following:

- The Owner must maintain the restrictions in the Interim Restrictive Covenant. These restrictions and the covenant cannot be removed without express, written permission from the FDEP Drycleaning Solvent Cleanup Program. Upon recording of the covenant these restrictions will be listed in the FDEP's Institutional Control Registry.
- 2. Upon achieving the Conditional Closure requirements pursuant to RMO II or RMO III, per Chapter 62-780, F.A.C., the Owner and the FDEP will either amend or release the Interim Restrictive Covenant based upon the actual circumstances of the remaining contamination and risk.
- 3. The FDEP will provide funding for costs associated with obtaining a Professional Land Survey (PLS) or specific purpose survey, and title report. No costs will be provided by the FDEP for the maintenance of engineering controls, if any, or attorney's fees (the assistance of an attorney is not required to implement this Agreement).

I, the Real Property Owner of the above-referenced property, agree that the FDEP may perform an Advanced Site Assessment to determine if the subject drycleaning solvent contaminated site meets the requirements of a Conditional Closure (explained above). I understand that these closure options require that I execute an Interim Restrictive Covenant at this time and may also require that I execute an amendment to this Restrictive Covenant at a later date. As Owner, I agree to comply with and maintain the restrictive covenant (or equivalent institutional control) and any engineering control, if necessary, after Conditional Closure.

Signature of Real Property Owner		Signature of Witness	
Print Name & Title (if applicable)	Date	Print Name	Date

(If Real Property Owner is an LLC, corporation, partnership or other company, the person signing must be authorized by that entity to sign. The Department will check sunbiz.org for evidence of such authorization. If the person signing is not listed with the Department of State on sunbiz.org, the signatory will be asked to provide evidence of its authority to sign and bind the entity owner.)

Accepted by the State of Florida Department of Environmental Protection by the following authorized agent:

Signature of Department Representative		Signature of Witness	
Print Name & Title	Date	Print Name	Date