

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) {Enter Parcel ID(s)}_____ within 30 days of approval for an Advanced Site Assessment under the Drycleaning Solvent Cleanup Program (DSCP). The Real Property Owner (Owner),_____, and the FDEP enter into this Agreement in which the FDEP agrees to perform Advanced Site Assessment work for the drycleaning solvent contaminated site located at _____, Florida, FDEP Facility/ERIC#_____ 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:

1. 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).

