



Petroleum Restoration Program SITE ACCESS AGREEMENT

1. The Parties. The undersigned real property owner, _____
[Insert name of each property owner(s) as listed on the deed]

("Owner"), whose address is _____ hereby
[Insert owner address]

give(s) permission to the State of Florida, Department of Environmental Protection, whose address is 2600 Blair Stone Road, MS# 4545, Tallahassee, Florida 32399-2400 ("FDEP" or "Department") and all its Contractors, subcontractors, and vendors ("Contractors"), to enter the Owner's property located at

("Property") _____
[Insert subject property address]

with FDEP Facility ID# _____.
[Insert FDEP Facility ID#]

The Property. Owner owns the certain real property identified as folio/parcel number(s)

[Insert parcel number(s) from Property Appraiser's website]

located at _____
[Insert physical mailing address]

_____ County, Florida (the "**Property**"), as more particularly described in the legal
[Insert Florida County]

description within **Exhibit A**, attached hereto and made a part hereof.

[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]

2. Permissible Activities. This Site Access Agreement ("**Agreement**") is limited to activities which may be performed by the Department or its Contractors without cost to the Owner (unless required in a separate agreement with the Department) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractors. If the contamination is eligible for state funding, nothing herein is intended to modify the requirements and limitations of the eligibility program or order. The following activities are included in this Agreement 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;
- trenching for connection of remediation wells to equipment;
- conduct surveys, prepare site sketches, and take photographs; and
- inspect any and all of the above activities

3. Duration and Termination of Access. This Agreement is granted, without any fee or charge to the Department or Contractors, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the Department (its employees) and Department Contractors (including site rehabilitation contractors and associated subcontractors; contracted site managers with Teams 5 and 6 and local governments; and contractors performing work for the Department under environmental forensics site investigation contract, if applicable) (collectively referred to throughout as Contractors) immediately upon the execution of this Agreement. However, access for a Site Rehabilitation Contractor can be contingent upon the Owner timely entering into an additional separate site access agreement with only the Site Rehabilitation Contractor (if the Owner wants a separate agreement with the Site Rehabilitation Contractor, please check the appropriate box at the end of this document). Such agreement with a Site Rehabilitation Contractor is not binding upon the Department. There is no option for an additional site access agreement with any of the Department's other Contractors. This Agreement shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative Code (F.A.C.), or low-scored site initiative no further action order pursuant to Section 376.3071(12)(b), Florida Statutes (F.S., "Order"). At which time the Owner shall be provided a copy of the Order and this Agreement shall be automatically terminated.

4. 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 with the Owner's prior written consent. "Business Hours" is defined as 7 A.M. to 7 P.M. (Eastern Time) during the weekdays.

5. Environmental Infrastructure and Well Permits. The owner authorizes the Department and the Contractors to act as its authorized representative in signing all required forms and documents necessary for obtaining applicable permits related to environmental infrastructure improvements including well construction, repair, maintenance, modification, and abandonment pursuant to Chapter 373, F.S.

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

7. Proper Disposal of Contaminated Media. The Department and Contractors shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be promptly removed from the Property.

8. 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.

9. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractors 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 at least ninety (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

Agreement. If the Department anticipates that the remediation equipment will not be used for over one (1) calendar year, the Owner can request removal of the remediation equipment if it is interfering with operation of the business or with planned construction activities.

10. Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, F.S., access to the Property is required and Owner may not revoke this Agreement with the Department until the appropriate site rehabilitation completion order is issued under Rule 62-780.680 F.A.C. or a low- scored site initiative no further action order issued (if applicable) pursuant to Section 376.3071(12)(b), F.S., is final.

11. No Admission. The granting of this Agreement 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.

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. Owner's Release of Claim. If Owner selected a qualified contractor (not an agency term contractor), the Owner hereby releases the Department from any and all claims against the Department performed by the Owner's selected contractor arising from or by virtue of, the Permissible Activities.

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

15. Indemnification. The Department does not indemnify the Owner, see paragraph 16. The Contractor has indemnified the Department. However, if the Owner chooses to enter into a separate access agreement with the Contractor, the Contractor is not prohibited from indemnifying Owner as long as such indemnification does not conflict with the Contractor's indemnification of the Department. Where no conflicts exist, any subsequent indemnification by the Contractor to any party associated with the Permissible Activities is subservient and subordinate to the Contractor's indemnification of the Department.

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

17. Insured Contractors. The Department shall require its Site Rehabilitation and Forensics Contractors, while performing services on the Property, to maintain commercial general liability insurance, automobile liability insurance, and workers' compensation insurance as required by Section 376.3071(6), F.S., and approved by the Department.

18. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, F.S. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility

number reference above. <http://depdms.dep.state.fl.us/Oculus/servlet/login>

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

20. Governing Law and Venue. This Agreement 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 Agreement shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.

21. Severability. In the event that any part of this Agreement is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Agreement, and the balance of this Agreement shall remain in full force.

22. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and the Department, Contractors, and their 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.

A. **Are additional requirements attached to this agreement? If neither are checked, the Department will assume “NO.”** Note: Additional requirements must be on a separate page titled Exhibit B and include the facility ID#, owner signature and date on the page. If an Exhibit B is not submitted to the Department with the signed Site Access Agreement, the Department will consider that you have changed your selection from “YES” to “NO”.

YES

NO

B. **Do you wish to participate or provide input with respect to rehabilitation of this facility? If neither are checked, the Department will assume “NO.”**

YES

NO

C. **If you wish to exercise the option to reject one Contractor prior to assignment of work, please enter an email address.** _____.

If you do not have an email address, you can enter a telephone number or street address instead.

D. **Do you want the site rehabilitation Contractor to contact you to obtain a separate site access agreement?** Note: Optional site access agreements between the owner and site rehabilitation Contractor must be completed within (90) calendar days. Since such an agreement is neither necessary nor required, state-funded site rehabilitation activities will begin whether or not you and the site rehabilitation Contractor have executed this optional agreement. Entities listed in paragraph 3 which this agreement provides immediate access for are excluded from this option of obtaining an additional site access agreement.

YES

NO

