**ASSIGNMENT AND ASSUMPTION OF BROWNFIELD SITE REHABILITATION AGREEMENT**

This Assignment and Assumption of Brownfield Site Rehabilitation Agreement (“Agreement”) is made by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **{insert the full legal name of the current entity for the Brownfield Site Rehabilitation Agreement}**, (“Assignor”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **{insert the full legal name of the entity being assigned to the Brownfield Site Rehabilitation Agreement}** (“Assignee”).

WHEREAS, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **{insert the effective date of the Brownfield Site Rehabilitation Agreement}**, Assignor and the Florida Department of Environmental Protection (“FDEP”) entered into a Brownfield Site Rehabilitation Agreement (“BSRA”) pursuant to section 376.80, Florida Statutes, Brownfield Site ID No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, attached hereto as Exhibit “A”; and

WHEREAS, Assignor intends to assign the BSRA to Assignee; and

WHEREAS, Assignee intends to become the Person Responsible for Brownfield Site Rehabilitation for the brownfield site pursuant to section 376.80, Florida Statutes, and otherwise agrees to assume the obligations arising under the BSRA; and

WHEREAS, per paragraph \_\_\_\_ of the BSRA, Assignor may assign its rights and responsibilities under the BSRA with written consent of FDEP and the local government with jurisdiction over the real property.

NOW, THEREFORE**,** in consideration of the mutual covenants and conditions contained herein, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Assignee meets the eligibility requirements of section 376.82, Florida Statutes.
3. Assignor transfers, assigns, and sets over unto Assignee, all of Assignor’s rights, title, and interest in the BSRA, with said assignment to be effective on the effective date of this Agreement.
4. Assignee, as of the effective date of this Agreement, assumes all of the obligations under the BSRA, specifically including but not limited to conducting site rehabilitation and submitting technical reports, obtaining any local, state, and federal permits required for site rehabilitation work, allowing FDEP access to the site, and conducting site rehabilitation under the observation of professional engineers or professional geologists. **{If updates to the BSRA are needed, please include here. Example: Attached hereto as Exhibit \_\_ is an updated Site Access Agreement; Attached hereto as Exhibit \_\_ is an updated Contractor Certification Form; Attached hereto as Exhibit \_\_ is an updated Advisory Committee Members, etc.}**
5. Assignor shall be released from any and all obligations of the BSRA arising on or after the effective date of this Agreement.
6. By executing this Agreement, under penalty of perjury Assignor and Assignee attest that (i) there is no operating agreement, written or oral, which limits the authority of the Assignor’s and Assignee’s signatories to execute this Agreement and (ii) Assignor’s and Assignee’s signatories are fully authorized to execute this Agreement.
7. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement has been made and executed on the date set forth by each duly authorized representative, **{Please ensure the person signing has the authority to sign on behalf of the entity; see link to FDEP’s signature authority memo for more information https://floridadep.gov/ogc/ogc/documents/example-signature-blocks-and-certifications}**, and is effective as of the date of the execution of the final required signatory.

**ASSIGNOR:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:

Print Title:

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ASSIGNEE:**

By:

Print Name:

Print Title:

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**{Signature block for the local government with jurisdiction over the real property subject to the BSRA.}**

**CITY/COUNTY**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approved as to form and legality: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FDEP Brownfields Program Attorney

**FLORIDA DEPARTMENT OF**

**ENVIRONMENTAL PROTECTION**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Director, {insert DEP District} District

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FILING AND ACKNOWLEDGMENT FILED, on this date, pursuant to §120.52 Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Clerk (or Deputy Clerk)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

cc: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, DEP Brownfields Program Manager

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, DEP \_\_\_\_\_\_\_\_\_\_ District

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, DEP OGC Brownfields Attorney

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_ for Assignor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_ for Assignee

**EXHIBIT A -** Brownfield Site Rehabilitation Agreement