***USE LETTERHEAD***

**PERMISSION TO ENTER PROPERTY**

1. **The Parties**. The undersigned real property owner(s) or authorized representative of the real property owner(s), ("**Owner**"), hereby give(s) permission to the State of Florida, Department of Environmental Protection and, if applicable, its Contractors ("**Department**") to enter the Owner's property ("**the Property**") as defined in paragraph 2, next.
2. **The Property**. Owner owns the certain parcel(s) # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of real property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_County, Florida (“**the Property**”).
3. **Permissible Activities**. This Permission to Enter the Property (“**Permission**”) is limited to activities which may be performed by the Department to locate hazardous substances or contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department or its Contractor. The following activities are included in this Permission 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;
* investigate the Property, including the inside of any building, to determine if any hazardous waste, hazardous substances or contaminants are present;
* 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, store, 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;
* install engineering controls to slow the spread of contamination; and
* conduct surveys, prepare site sketches, and take photographs.
1. **Duration and Termination of Access.** This Permission is granted, without any fee or charge to the Department, for so long as is necessary to conduct the Permissible Activities and at least until, in the Department’s determination, the immediate risk has been abated. Access shall be allowed upon the execution of this Agreement. This Permission shall continue until the Department informs Owner that the Department will no longer be working on the Property.
2. **Activities Comply with Applicable Law**s. All work performed on the Property associated with this Permission shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.
3. **Proper Removal**. The Department shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with applicable environmental laws. All soil cuttings, waste materials, and development water generated shall be removed from the Property. When Permission is no longer required the Department will ensure all equipment is removed and wells properly abandoned.
4. **Owner’s Non-Interference**. The Owner shall not interfere with the Department when performing the Permissible Activities. Owner shall not damage any equipment including well, piping, and remediation system that may be located on the Property. Owner shall notify the Department 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 Permission.
5. **No Admission**. 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.
6. **Owner’s Use of Property**. The Owner retains the right to use the Property, and the Department will work with the Owner regarding minimizing activities that may interfere with the Owner’s management and use of the Property. However, the Department is not responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity.
7. **Injury to Department**. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department or Department employees not caused by the negligence or intentional acts of the Owner's agents or employees.
8. **Non-waiver of Sovereign Immunity**. The Department acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes (F.S.)) for damages caused by the acts of its employees while on the Property.
9. **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 this Permission by calling **850-245-2010.**
10. **Entire Agreement**. This Permission shall constitute the entire agreement between the Department and the Owner regarding this grant of access to Department for the purposes herein. No modification, amendment or waiver of the terms and conditions of this Permission shall be binding upon Department unless approved in writing by an authorized representative of Owner and Department
11. **Governing Law and Venue.** This Permission 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 Permission shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.
12. **Severability**. Any provision of this Permission that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
13. **No Third-Party Beneficiaries**. This Permission is solely for the benefit of the parties hereto and their respective 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.

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**Signature of each Property Owner**  Signature of Witness

*(Signatures can continue on back of paper)*

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Phone # e-mail address Phone # e-mail address

Accepted by the State of Florida Department of Environmental Protection:

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Signature of Department representative Signature of Witness

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