

PERMISSION TO ENTER PROPERTY- NON-SOURCE

1. The Parties. The undersigned real property owner, _____ ("Owner"), hereby give(s) permission to the State of Florida, Department of Environmental Protection ("Department") and it's Contractor, subcontractors, and vendors ("Contractor"), to enter the Owner's property ("the Property") (see next paragraph).
2. The Property. Owner owns the certain parcel(s) _____ of real property located at _____, _____, Florida
3. The Source: The suspected source of the contamination is located at _____, parcel number # _____ and FDEP Facility/Project # is _____.
4. Permissible Activities. This Permission to Enter Property ("Permission") is limited to activities which may be performed by the Department or its Contractors pursuant to Chapter 62-780 or 62-730, Florida Administrative Code, without cost to the Owner to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. Specifically, to collect soil, groundwater (including the installation of wells), surface water and sediment samples; removal and treatment of contamination on the Property; installation of a treatment system (as necessary); and monitoring of contamination until completion of remediation.
5. 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 after agreement from the Owner.
6. 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.
7. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Permission shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.
8. Well Permits. The Owner authorizes the Department and its Contractor to act as its agent in signing all required forms and documents necessary for obtaining applicable permits related to well construction, repair, maintenance, modification, and abandonment pursuant to Chapter 373, Florida Statutes.
9. Equipment Ownership. The monitoring wells and remedial equipment installed pursuant to this agreement are the property of the Department. The Owner is responsible for replacing any Department property that may be damaged or lost due to any actions by the owner.
10. 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.

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

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

13. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility or project number referenced above in paragraph 4. <http://depdms.dep.state.fl.us/Oculus/servlet/login?action=login>

Signature of each Property Owner

Signature of Witness

Print Name - Owner Date

Print Name - Witness Date

Property Owner - Mailing Address

Property Owner - Phone Number

Property Owner E-mail Address

Accepted by Contractor on behalf of the State of Florida Department of Environmental Protection:

Signature of Contractor

Signature of Witness

Print Name - Contractor Date

Print Name - Witness Date

Contractor Company Name

Contractor Contact name

Contractor - Mailing Address

Contractor Contact phone number

Contractor - Company City and Zip Code

Contractor Contact E-mail Address