



Petroleum Restoration Program

SITE ACCESS AGREEMENT

PERMISSION TO ENTER PROPERTY - 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).

The Property. Owner owns the certain parcel(s) _____ of real property located at _____, _____, Florida

2. The Source. The suspected source of the contamination is located at _____, parcel number # _____ and FDEP Facility/Project # is _____.

3. Permissible Activities. This Site Access Agreement ("Agreement") is limited to activities which may be performed by the Department or its Contractors pursuant to Chapter 62-780, Florida Administrative Code (F.A.C.), without cost to the Owner (unless required in a separate agreement or is statutorily required for FPLRIP or ATRP programs) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. This access is provided only for the contamination either eligible for a state-funded cleanup or is being investigated pursuant to a consent order with the Department. 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: 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.

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 after agreement from the Owner.

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. Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, Florida Statutes, access to the Property is required and Owner may not revoke this Permission until the appropriate site rehabilitation completion order issued under Chapter 62-780.680, F.A.C., or a low-scored site initiative order issued pursuant to Section 376.3071(12)(b), Florida Statutes, is final.

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. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractor when performing the Permissible Activities. Owner shall not damage any equipment including wells, piping, and remediation system that may be located on the Property.

9. Equipment Ownership. The monitoring wells and remedial equipment installed pursuant to this Permission 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 3. <http://depedms.dep.state.fl.us/Oculus/servlet/login?action=login>

14. 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.

15. ATC Rejection Option. Do you wish to exercise the option to reject one Agency Term Contractor prior to assignment of work?

YES

NO

Property Owner:

Witness:

Signature

Signature

Print Name

Date

Print Name

Date

Mailing Address

Telephone or Cell Phone Number

E-mail Address

Accepted by the State of Florida Department of Environmental Protection:

Austin Hofmeister
Program Administrator
Petroleum Restoration Program

Signature of Witness

Date

Print Name

Date