



Site Investigation Section
SITE ACCESS AGREEMENT

1. The Parties. The undersigned real property owner(s), *City of Pompano Beach* ("Owner(s)"), hereby give permission to the State of Florida Department of Environmental Protection ("Department") and its contractors and subcontractors ("Contractors") to enter Owner's property ("the Property") located at (1) *1101 N Federal Highway, Pompano Beach, Florida 33062, Parcel ID:48-42-36-00-0010*, (2) *2001 NE 10th St, Pompano Beach, Florida 33060, Parcel ID:48-42-36-28-0010*, (3) *2121 NW 3rd Ave, Pompano Beach, FL 33060, Parcel ID:48-42-26-45-0010*.

2. Permissible Activities. This Site Access Agreement ("Agreement") is limited to environmental assessment activities which may be performed by the Department and its Contractors. The following environmental assessment activities are included in this Agreement but are not limited to this list:

- a. conduct soil, surface, subsurface, and groundwater investigations, including but not limited to entry by a drill rig vehicle and/or support vehicles;
- b. install and remove groundwater monitoring wells;
- c. use geophysical equipment;
- d. use an auger for collecting soil and sediment samples;
- e. locate existing wells;
- f. collect waste, soil, and water samples;
- g. conduct surveys, prepare site sketches, and take photographs.

3. Duration and Termination of Access. This Agreement is granted, without any fee or charge to the Department or its Contractors, for so long as is necessary to conduct the environmental assessment. Access shall be allowed immediately upon the execution of this Agreement. This Agreement shall continue until the Department's investigation is complete.

4. Work Performed during Business Hours. The Department and its Contractors

may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after agreement from Owner.

5. Owner's Non-Interference. Owner shall not interfere with the Department or its Contractors when performing the Permissible Activities. Owner shall not damage any equipment including wells and piping that may be located on the Property. Owner is responsible for replacing any Department property that may be damaged or lost due to any actions by the owner.

6. No Admission. The granting of this Agreement by Owner is not intended, nor should it be construed, as an admission of liability on the part of Owner for any contamination discovered on the Property.

7. Injury to Department. Owner's liability, if any, for injury, damage or loss on the Property suffered by the Department, Department employees or its Contractors shall be determined in accordance with Florida law.

8. Indemnification. The Department does not indemnify Owner, see paragraph 9.

9. 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.

10. Enforcement. The Department will not take enforcement action for cleanup or for cost recovery against an owner of real property where pollutants have migrated from sources outside of the real property provided that the owner did not cause, contribute to, or exacerbate the release or discharge; the person causing the release is not contractually related to the owner; and the owner is not alternatively liable as a generator or transporter, or as owner/operator of the source. This policy extends to the owner's successors and lenders. See Section 376.308, Florida Statutes.

11. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes.

12. Property Restoration. The Department shall pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed prior to the activities associated with investigation of the contamination.

13. Well Permits. Owner authorizes the Department and its Contractors to act as its authorized representative 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.

Accepted by the State of Florida Department of Environmental Protection:

Signature of Department Representative

Signature of Witness

Print Name

Date

Print Name

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

(Signature)

By: _____
Rex Hardin, Mayor

(Print Name)

By: _____
Gregory P. Harrison, City Manager

(Signature)

(Print Name)

Attest:

(SEAL)

Kervin Alfred, City Clerk

Approved As To Form:

Mark E. Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20____, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **KERVIN ALFRED** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number