

SITE ACCESS AGREEMENT

1. **The Parties.** The undersigned real property owner, Pinellas County, Florida, ("Owner"), hereby give(s) permission to the State of Florida, Department of Environmental Protection ("Department") and it's Agency Term Contractor, subcontractors, and vendors ("Contractor"), to enter the Owner's property ("the Property") located at: See attached Exhibit B.

2. **The Property.** Owner owns the certain parcel(s) (See attached Exhibit B) of real property located at (See attached Exhibit B) Florida (the "Property"), depicted on the attached legal description(s) as Exhibit "A."

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) 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. The following activities are included in this Agreement 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;
- 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, 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; and
- conduct surveys, prepare site sketches, and take photographs.

4. **Duration and Termination of Access.** This Agreement is granted, without any fee or charge to the Department or Contractor, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the Department (including its employees and contracted site managers with Teams 5 and 6 or local government, if applicable) immediately upon the execution of this Agreement. However, access for a Contractor can be contingent upon the Owner timely entering into a separate site access agreement with the Contractor (if the Owner wants a separate agreement

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with the Contractor please check the appropriate box at the end of this document). Such agreement with a Contractor is not binding upon the Department. This Agreement shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative Code, or low-scored site initiative no further action order pursuant to Section 376.3071(12)(b), Florida Statutes ("Order"). At which time the Owner shall be provided a copy of the Order and this Agreement shall be automatically terminated.

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. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Agreement shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.

7. Proper Disposal of Contaminated Media. The Department and Contractor shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be promptly removed from the Property.

8. 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.

9. 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. 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 Agreement. If the Department anticipates that the remediation equipment will not be used for over one calendar year, the Owner can request removal of the remediation equipment if it is interfering with the operation of the business or with planned construction activities.

10. 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 Agreement with the Department until the appropriate site rehabilitation completion order is issued under Chapter 62-780.680 or a low-scored site initiative order issued pursuant to Section 376.3071(12)(b), Florida Statutes, is final.

11. No Admission. The granting of this Agreement 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.

12. **Owner's Use of Property.** The Owner retains the right to use the Property, and the Department and its Contractors will work with the Owner regarding minimizing activities that may interfere with the Owner's management and use of the Property. However, neither the Department nor the Contractor are responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity. This agreement does not modify any legal right the parties may have regarding negligent acts.

13. **Owner's Release of Claim.** If Owner selected a qualified contractor (not an agency term contractor), the Owner hereby releases the Department from any and all claims against the Department performed by the Owner's selected contractor arising from or by virtue of, the Permissible Activities.

14. **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.

15. **Indemnification.** The Department does not indemnify the Owner, see paragraph 16. The Contractor has indemnified the Department. However, if the Owner chooses to enter into a separate access agreement with the Contractor, the Contractor is not prohibited from indemnifying Owner as long as such indemnification does not conflict with the Contractor's indemnification of the Department. Where no conflicts exist, any subsequent indemnification by the Contractor to any party associated with the Permissible Activities is subservient and subordinate to the Contractor's indemnification of the Department.

16. **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.

17. **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 number reference above.

<http://depedms.dep.state.fl.us/Oculus/servlet/login?action=login>

18. **Entire Agreement.** This Agreement shall constitute the entire agreement between the Department and the Owner regarding this grant of access to the Department as stated herein. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon Department unless approved in writing by an authorized representative of Owner and Department.

19. **Governing Law and Venue.** This Agreement 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 Agreement shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.

20. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

21. No Third Party Beneficiaries. This Agreement 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.

A. Are additional requirements attached to this agreement? Note: Additional requirements must be on a separate page titled Exhibit C and include the facility ID#, owner signature and date on the page.

YES

NO

B. Do you wish to participate or provide input with respect to rehabilitation of this facility?

YES

NO

C. Do you wish to exercise the option to reject one Agency Term Contractor prior to assignment of work?

YES

NO

D. Do you want the Contractor to contact you to obtain a separate site access agreement? Note: Additional site access agreements must be completed between the owner and ATC within ninety (90) calendar days.

YES

NO

Mark S. Woodward

Mark S. Woodward
County Administrator
Pinellas County, Florida

Della Kly

Signature of Witness

11/15/15
Date

Della Kly 11/15/15
Print Name Date

Accepted by the State of Florida Department of Environmental Protection:

Diane D. Pickett

Diane D. Pickett, P.G.
Program Administrator
Petroleum Restoration Program

12/1/15
Date

Kyle S. Kilga

Signature of Witness

KYLE S. KILGA 12/1/15
Print Name Date

Attachments: Exhibit A1-14- Legal description of each Property

Exhibit B- List of Properties owned by Pinellas County, FL
to which this agreement applies

Exhibit A1

FDEP Facility ID: 52-9046927

Legal Description: JONES' SUB OF NICHOLSON'S ADD TO CLEARWATER HARBOR BLK 9 LESS E 13FT FOR
RD R/W

Exhibit A2

FDEP Facility ID: 52-9100955

Legal Description: GOULD & EWING'S 2ND ADD BLK 5, LOTS 1 AND 2 AND N 40FT OF LOT 3 & GOULD & EWING'S 2ND ADD BLK 5, LOT 4 & S 13FT OF LOT 3 AND LOT 5 LESS RD ON S

Exhibit A3

FDEP Facility ID: 52-8943752

Legal Description: TURNER'S, A.C. SUB ALL OF BLK'S 7 & 8 & VAC R/W'S & ALLEYS LESS RD R/W'S &
MARKLEY'S ADD, LOTS 1-4 & LOTS 11-14 & VAC ALLEYS & R/W'S LESS RD R/W'S & LESS ADD'L R/W PER
O.R. 11943 PG 2192

Exhibit A4

FDEP Facility ID: 52-8944062

Legal Description: FROM NW COR OF SE 1/4 OF NE 1/4 TH E 365.26FT FOR POB TH E 274.16FT TH S
196.88FT TH W 274.11FT TH N 202.36FT TO POB CONT 1.26AC (C)

Exhibit A5

FDEP Facility ID: 52-8520581

Legal Description: PT OF 33-27-16 & 04-28-16 LYING W OF EAST LAKE RD AKA BROOKER CREEK PARK
DESC AS PT OF 33-27-16 AS DESC IN OR BK 4107 PG 1614 & PT OF N 1/2 OF 04-28-16 & RIP RIGHTS DESC
AS BEG INTER N SEC LINE OF 04 & W R/W OF EAST LAKE RD TH SW'LY ALG SD R/W 2390FT (S) TH NW'LY
1783.14FT TH N 1777FT (S) TH E ALG N SEC LINE 2745FT (S) TO POB CONT 260.4AC(C)

Exhibit A6

FDEP Facility ID: 52-8624537

Legal Description: LAKE LARGO HAMMOCK SUB NO. 1 SW 1/4, LOT 20 & THAT PT OF LOTS 18, 19, 25 & 26 & VAC RD LYING SE OF LK SEMINOLE CANAL & SW OF SCL RR

Exhibit A7

FDEP Facility ID: 52-8520582

Legal Description: N 1/2 OF SW 1/4 LESS S 50 FT FOR ST BEING UPLAND & SUBM LAND CONT 79.96
AC(C)

Exhibit A8

FDEP Facility ID: 52-8624540

Legal Description: (SOUTH CROSS BAYOU SANITA- TION DISTRICT) THAT PART OF W 1/2 OF SW 1/4
LYING E OF JOE'S CREEK CANAL LESS RDS CONT 42.4 AC(C)

Exhibit A9

FDEP Facility ID: 52-8624529

Legal Description: FROM NW SEC COR TH S 33FT FOR POB TH E 901FT(S) TH S 121FT(S) TH E 172.17FT TH N 121FT(S) TH E 34FT(S) TH SE'LY 233FT(S) ALG S R/W OF 118TH AVE TH SW'LY 119 FT(S) ALG W R/W OF HAMLIN BLVD TH S 144FT(S) ALG R/W TH W 702.6FT TH S 293.4FT TH W 162.42FT TH S 240.4FT TH W 439FT(S) TH N 842.5FT TO POB CONT 15.14AC(C)

Exhibit A10

FDEP Facility ID: 52-8943837

Legal Description: (SOUTH CROSS BAYOU SANITA- TION DISTRICT) THAT PART OF W 1/2 OF SW 1/4 LYING E OF JOE'S CREEK CANAL LESS RDS CONT 42.4 AC(C)

Exhibit A11

FDEP Facility ID: 52-8630895

Legal Description: COUNTY PARK DESC AS FROM S SEC LN & W R/W OF GULF BLVD TH N42DE 940FT(S) FOR POB TH NW'LY TO MHW 1630FT (S) TH N'LY ALG MHW 2360FT (S) TO JETTY TH SE'LY ALG JETTY R/W 2820FT(S) TO BRIDGE R/W TH S12DW 110FT TH S17W 243.07FT TH S68DE 200FT TH SW'LY ALG W R/W OF GULF BLVD 1133.66FT TH NW 60FT TH SW 285FT TH NW' LY 12FT TH SW 15FT TH SE 72.5FT TH SW 350FT TO POB (BEING UPLAND & ACCRETED LANDS) CONT 104.29AC(C)

Exhibit A12

FDEP Facility ID: 52-9201041

Legal Description: LIDO BEACH SUB THAT PART OF TRACT A DESC AS COM AT SE COR OF TRACT A TH N88DW 113.63FT TO POB TH N02DE 191.5FT TH N88DW 203FT(S) TO E R/W LN OF GULF BLVD TH S14DE 199FT (S) TO SW COR OF TRACT A TH S88DE 149.99FT TO POB

Exhibit A13

FDEP Facility ID: 52-8624671

Legal Description: PINELLAS GROVES NE 1/4, PT OF LOT 3 DESC FROM NW COR OF NE 1/4 OF NE 1/4 TH
S01DE 642.62FT TH S89DE 60.9FT TH N01DW 0.95FT FOR POB TH N01DW 149.4FT TH S89DE 269FT(S)
TH S01DE 200FT TH N89DW 56.01FT TH N01DW 50.01FT TH N89DW 215.23FT TO POB

Exhibit A14

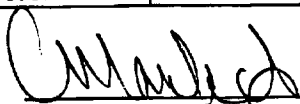
FDEP Facility ID: 52-8735479

Legal Description: PINELLAS GROVES NW 1/4, LOTS 2,3,4,13,14 & VAC ALLEY BETW LOTS 3,4,13 & 14 & VAC ALLEY ADJ ON W TO LOTS 4 & 13 AND LOT 1 LESS PART DESC FR NE COR OF NW 1/4 RUN S 140.99FT & W 75FT FOR POB TH S 109.01 FT TH E 5FT TH S 77.26FT TH W 230FT TH N 215FT TO S LN OF ULMERTON RD TH E 167.9FT TH S66DE 62.48FT TO POB & LESS RD N OF LOTS 1, 2, 3 & 4

Exhibit B

List of Properties Owned by Pinellas County, FL to which this agreement applies

Facility ID#	Property Appraiser's Parcel #	Address	Facility
52-9046927	092915443530090010	310 N Myrtle Avenue	Health Dept.
52-9100955	162915322920050010 & 162915322920050040	101 S Fort Harrison Avenue	Parking lot-Unocal
52-8943752	162915925740070010	400 S Fort Harrison	Courthouse Annex
52-8944062	043016000001400300	4801 145th Ave N	Sheriff's Office
52-8520581	332716000002400100	3900 Sandy Point Road	John Chestnut Park
52-8624537	023015479523002000	9685 Ulmerton Road E	Fleet Management Garage
52-8520582	263015000003100100	10015 74th Avenue	Lake Seminole Park
52-8624540	313016000003200200	7415 54th Ave N	Sewer System Field
52-8624529	183015000002200500	11700 Hamlin Blvd.	Indian Rocks Maint. Yard
52-8943837	313016000003200200	5900 74th Street N	Southcross WWTP
52-8630895	172915000003200000	1060 Gulf Blvd.	Sand Key Park
52-9201041	073216516600000011	4501 Gulf Blvd.	Gulf Beach Station
52-8624671	043016709021000301	14845 49th Street	Public Works
52-8735479	103015705062000200	10750 Ulmerton	Sheriff's Office



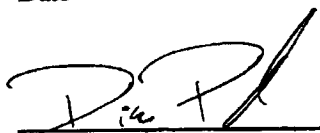
Mark S. Woodward
County Administrator
Pinellas County, Florida

11/22/15
Date



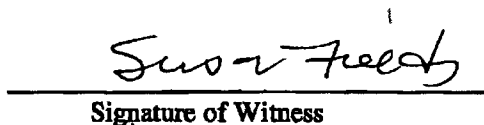
Signature of Witness

Della K Luy 11/27/15
Print Name Date



Diane D. Pickett, P.G.
Program Administrator
Petroleum Restoration Program

12/11/15
Date



Signature of Witness

Susan Fields 12/11/15
Print Name Date