



Petroleum Restoration Program SITE ACCESS AGREEMENT

1. **The Parties.** The undersigned real property owner, City of Ocala ("Owner"), hereby give(s) permission to the State of Florida, Department of Environmental Protection (FDEP) ("Department") and its Contractor, subcontractors, and vendors ("Contractor"), to enter the Owner's property ("the Property") 558 NE Watula Ave, Ocala, Florida with FDEP Facility ID# 428630351.

The Property. Owner owns the certain parcel(s) 28237-007-00 of real property located at 558 NE Watula Ave, Ocala, Marion County, Florida (the "Property"), depicted on the attached legal description as Exhibit "A."

2. **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 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.

3. **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 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

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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.

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. Environmental Infrastructure and Well Permits. The owner authorizes the Department and the Contractor to act as its authorized representative in signing all required forms and documents necessary for obtaining applicable permits related to environmental infrastructure improvements including well construction, repair, maintenance, modification, and abandonment pursuant to Chapter 373 F.S.

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.

Matthew J. Wardell

Signature of each Property Owner

Matthew J. Wardell
Council President 9/26/18

Print Name

Date

Roseann J. Fusco

Signature of Witness

Roseann J. Fusco 9/26/18

Print Name

Date

1805 NE 30th Ave Bldg 700, Ocala Fl. 34470

Property Owner Mailing Address

352-351-6786

Property Owner Telephone or Cell Phone Number

Mallen@ocalafl.org

Property Owner E-mail Address

ATTEST:

Angel B. Jacobs
Angel B. Jacobs, City Clerk

~~Approved as to form and legality~~

~~Patrick G. Gilligan, City Attorney~~

Accepted by the State of Florida Department of Environmental Protection:

Austin Hofmeister

Austin Hofmeister

Program Administrator
Petroleum Restoration Program

10/18/18

Date

J
Signature of Witness

Jennifer Baker

Print Name

10-18-18

Date

Attachments: Exhibit A- Legal description of the Property. FDEP

Coordinates (Degrees Minutes Seconds) for Facility ID#: 428630351

Latitude 29° 11' 32.6112"
Longitude 82° 08' 03.5700"



ACCEPTED BY CITY COUNCIL
September 25, 2018
DATE

OFFICE OF THE CITY CLERK



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Commonwealth Boulevard
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

Memorandum

To: Tim J. Bahr, P.G.
Acting Director, Division of Waste Management

FROM: Austin Hofmeister Austin Hofmeister
Program Administrator, Petroleum Restoration Program

Digitally signed by Austin Hofmeister
Date: 2018.10.15 12:09:01 -04'00'

SUBJECT: Delegation of Authority

DATE: October 15, 2018

I, Austin Hofmeister, hereby delegate the authority to carry out the duties and responsibilities appropriate to the Petroleum Restoration Program as detailed below:

Delegate	Delegation Begin	Delegation End
Natasha Lampkin	10/15/2018	10/19/2018

This delegation is needed while I am away for the activation at the State Emergency Operations Center for Hurricane Michael.

ALH/JB

Ecc Tim Bahr
Kenneth Busen
Susan Fields
Natasha Lampkin
Matthew Ingham
Monica Brady

Exhibit A

Legal Description: SEC 17 TWP 15 RGE 22 COM AT CROSSING OF SAL RR & ACL RR IN OCALA TH E 210 FT TH S 171 FT TH E 290.47 FT TH N 42 E 86.96 FT TH N 66 E 151.05 FT TH N 16 E 1117.89 FT TH W 291 FT TH TO THE SEABOARD AIRLINE RR TH SWLY ALONG RR TO THE POB & EXC RR ROW ALONG THE W BNDY & EXC COM 642.2 FT N & 1304.3 FT E OF THE SW COR OF SEC 8 FOR THE POB TH E 87 FT TH S 16-01-45 W 293 FT TH N 01-51-30 W 281.8 FT TO THE POB & EXC THE ROW FOR WATULA ST & EXC COM 642.2 FT N & 1304.3 FT E FROM THE SW COR OF SEC 8 FOR THE POB TH E 87 FT TH N 16-01-45 E 188 FT TH TO THE S ROW LINE OF NE 9TH ST TH W ALONG S ROW LINE OF NE 9TH ST TO THE E ROW LINE OF NE 4TH AVE TH S ALONG 4TH AVE APPROX 180 FT TO THE POB & SUBJECT TO RR ROW & COM AT THE CROSSING OF THE SEABOARD AIRLINE RR AND THE ATLANTIC COASTLINE RR IN OCALA TH E 210 FT TH S 171 FT TH E TO THE W ROW LINE OF WATULA ST TH S TO MAY ST TH W TO OSCEOLA ST TH N TO THE POB EXC RR ROW ALONG W BNDY

Marcia Allen

From: Marcia Allen
Sent: Thursday, September 27, 2018 10:53 AM
To: Rivera, Grace
Cc: hfurr@northstar.com
Subject: Signed Site Access Agreement - City of Ocala
Attachments: doc02656820180927102711.pdf; doc02656720180927102702.pdf

Hello Grace,

I have the original signed SAA for 558 NE Watula Ave. that was approved by City Council on September 25, 2018 and signed by the CC President yesterday.

Here is an electronic copy; however, I need the original returned to me after FDEP signs. Should I send the original to you directly for FDEP's signature – or to Hanna Furr, Northstar?

→ Can you return the original to me so that the City Clerk's office can retain and image the original?

Thank you for a quick response.

Sincerely,
CITY OF OCALA
Marcia D. Allen (Florida Licensed Real Estate Broker #BK3085388)
Real Estate Project Manager I

City Engineer's Office
Real Estate Division
1805 NE 30th Avenue, Building 700, Ocala, FL 34470
T: 352.351.6786
F: 352.351.6726
M: 352.433.7702
mallen@ocalafl.org

The logo for the City of Ocala, featuring the word "OCALA" in a stylized, blocky font with a large "O" and "A".

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