

SECTION 3: ATTACHMENT C - - SITE ACCESS AGREEMENT

The PRFBSR shall provide the EPC with original copies of any site access agreement entered into between the PRFBSR and the owner(s) of all the individual parcels comprising the Brownfield site subject to this BSRA. These site access agreement(s) shall be incorporated as **Attachment C** and include acknowledgement that representatives from the Department and EPC shall be allowed access to the property upon request. A model of the Site Access Agreement is shown on the following page. This model must be used to grant site access for the EPC and the Department, however, the agreement may be modified based on site-specific circumstances. **Please ensure the person signing the site access agreement has the necessary legal authority to sign on behalf of the entity. For more information, see the following link to FDEP's signature authority:**

<http://www.dep.state.fl.us/legal/Enforcement/appendix/models/signatory.pdf>

**SITE ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY
BROWNFIELDS REDEVELOPMENT PROGRAM**

1. _____, the real property owner (“undersigned” or “owner”), hereby grants permission to the Environmental Protection Commission of Hillsborough County (“EPC”) and its agents and subcontractors and the State of Florida, Department of Environmental Protection (“Department”) and its agents and subcontractors to enter the undersigned’s property (“the property”) located at _____ as described in **Attachment A** attached to the BSRA for the brownfield site assigned the Brownfield Site Identification Number **{Insert Brownfield Site Identification Number here.}**, beginning on the date of execution of the BSRA and ending on such date as deemed appropriate by the EPC or the successful completion of the BSRA, whichever occurs first.
2. This permission is contemplated to be used for the following activities that may be performed by the EPC and its agents and subcontractors or the Department, its agents, representatives or subcontractors:
 - a. Having access to areas where contamination may exist.
 - b. Investigation of soil and groundwater including, but not limited to, the installation of groundwater monitoring wells, the use of geophysical equipment, the use of an auger for collection of soil and sediment samples, the logging of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, and other materials deemed appropriate by the EPC and the like.
 - c. Removal, treatment and/or disposal of contaminated soil and water, which may include the installation of recovery wells or other treatment systems.
3. Upon completion of the investigation, the EPC will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.
4. The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned or the undersigned’s successors and assigns for any contamination discovered on the property.
5. The EPC, its agents, representatives or subcontractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the undersigned.
6. The EPC acknowledges and accepts any responsibility it may have under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees acting within the scope of their employment while on the property.
7. In exercising its access privileges, the EPC will take reasonable steps not to interfere with the Owner’s operations, or the remediation and redevelopment activities pursuant to the BSRA.

Signature of Real Property Owner

Signature of Witness

Print Name: _____

Print Name: _____

Title, if applicable _____

Date

Accepted by the EPC by the following authorized agent:

Signature of EPC representative

Print Name: _____

Title of EPC representative

Date

Signature of Witness

Print Name: _____

Date