

SITE ACCESS AGREEMENT

1. The undersigned real property owner, Broward County, a political subdivision of the state of Florida ("**Owner**"), whose address is 115 South Andrews Avenue, Suite 409, Fort Lauderdale, Florida 33301, hereby give(s) permission to the State of Florida, Department of Environmental Protection ("**Department**") and its Agency Term Contractor, subcontractors, and vendors ("**Contractor**"), to enter the Owner's property (the Property identified herein).

2. The Property. Owner owns the certain parcels of real property associated with **FDEP Facility ID: 8942977** (the "**Property**"), as depicted in the legal descriptions attached hereto and incorporated herein as Exhibit "A."

3. Permissible Activities. The access granted under this Site Access Agreement ("**Agreement**") is limited to activities that 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. 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 activities may include, but are not limited to, the following:

- 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, and shall continue for so long as is necessary for the Department to perform activities 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 action order pursuant to Section 376.3071(12)(b), Florida Statutes (the "Order"), at which time the Owner shall be provided a copy of the Order and this Agreement shall be automatically terminated.

5. Activities Performed during Business Hours. The Department 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 agrees 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, state, and local statutes, rules, and regulations.

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

8. Property Restoration. The Department shall pay all reasonable costs of restoring the Property as nearly as practicable to the conditions that existed before activities under this Agreement were taken.

9. Owner's Non-Interference. The Owner shall not interfere with the Department 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 Port Everglades 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, the

Department is not responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of Permissible Activities. 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 qualified 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 its 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 and Owner 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, 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 B 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 any 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

IN WITNESS WHEREOF, the parties have made and executed this Site Access Agreement: BROWARD COUNTY, signing by and through its Board of County Commissioners, authorized to execute same by Board action on the ___ day of _____, 2017, and STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, signing by and through its Program Administrator, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____ Mayor
____ day of _____, 20__

Insurance requirements
Approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

By *Carlos de la Guerra* 5-26-17
Signature (Date)
CARLOS DE LA GUERRA
RISK MANAGEMENT & CONT
BUSINESS ADMINISTRATION DIVISION
PORT EVERGLADES

By: *Al A DiCalvo* (5/26/17)
Al A DiCalvo (5/26/17)
Assistant County Attorney

Print Name and Title above

By: *Russell J. Morrison* (5/26/17)
Russell J. Morrison (5/26/17)
Sr. Assistant County Attorney

AAD/cr
FDEP SiteAccessAgreement_2017-0512
17-3029.04
05/04/17, 5/12/17

Accepted by the State of Florida, Department of Environmental Protection:

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

Signature of Witness

Date

Print Name

Date

Attachments:

Exhibit A - Legal description of the Property and FDEP Coordinates (Degrees Minutes Seconds) for Facility.

Exhibit B – Additional Requirements – Port Everglades Authority Common Area, Facility ID8942977

Exhibit A

Short Legal Description:

PARCELNO	SLEGAL
504214360030	PORT EVERGLADES PLAT NO 2 108-
504214360020	PORT EVERGLADES PLAT NO 2
504214000120	14-50-42
504214000110	14-50-42
504214150011	BELCHER SUB 26-3 B
504214150021	BELCHER SUB 26-3 B
504214000120	14-50-42
504214000100	14-50-42 3.03 AC
504223050010	PORT EVERGLADES SUB NO 1
504223250020	PORT EVERGLADES PLAT NO. 13
504223000010	23-50-42
504223050020	PORT EVERGLADES SUB NO 1
504223050050	PORT EVERGLADES SUB NO 1
504223050060	PORT EVERGLADES SUB NO 1
504223000100	23-50-42
504223050070	PORT EVERGLADES SUB NO 1
504224050010	PORT EVERGLADES PLAT NO. 10
504223000200	23-50-42
504224030010	PORT EVERGLADES PLAT 9 144-24
504224020010	PORT EVERGLADES
504223140010	PORT EVERGLADES PLAT NO 3
504223050080	PORT EVERGLADES SUB NO 1
504223050350	PORT EVERGLADES PLAT NO 1 26-6
504224010010	PORT EVERGLADES PLAT NO 5
504223240011	PORT EVERGLADES PLAT NO 8
504223240020	PORT EVERGLADES PLAT NO.8
504223250012	PORT EVERGLADES PLAT NO.13
504223250010	PORT EVERGLADES PLAT NO. 13
504223250011	PORT EVERGLADES PLAT NO 13
504223000200	23-50-42
504213000170	13-50-42
504213000180	13-50-42
504214360010	PORT EVERGLADES PLAT NO 2
504223240010	PORT EVERGLADES PLAT NO.8
504223250040	PORT EVERGLADES PLAT NO. 13
504214000180	14-50-42 S 25 OF W 675.34 OF E

FDEP Coordinates (Degrees Minutes Seconds) for Facility 8942977:

Latitude 26⁰ 4' 54.9891"

Longitude 80⁰ 7' 13.3225"

List of Parcels associated with, *FDEP Facility ID: 8942977:*

PARCELNO	PHYADDR1	PHYCITY	PHYZIP
504214360030	1850 SE 17 ST	FORT LAUDERDALE	33316
504214360020	1850 EISENHOWER BLVD	FORT LAUDERDALE	33316
504214000120	BELCHER RD	FORT LAUDERDALE	33316
504214000110	BELCHER RD	FORT LAUDERDALE	33316
504214150011	BELCHER RD	FORT LAUDERDALE	33316
504214150021	BELCHER RD	FORT LAUDERDALE	33316
504214000120	BELCHER RD	FORT LAUDERDALE	33316
504214000100	BELCHER RD	FORT LAUDERDALE	33316
504223050010	SE 15 AVE	HOLLYWOOD	33316
504223250020	1550 SE 24 ST	HOLLYWOOD	33316
504223000010	1580 SE 24 ST	HOLLYWOOD	33316
504223050020	SE 15 AVE	HOLLYWOOD	33316
504223050050	SE 26 ST	HOLLYWOOD	33316
504223050060	SE 26 ST	HOLLYWOOD	33316
504223000100	2601 SE 14 AVE	HOLLYWOOD	33316
504223050070	ACCESS RD	HOLLYWOOD	33316
504224050010	2021 ELLER DR	HOLLYWOOD	33004
504223000200	SE 28 ST	DANIA BEACH	33316
504224030010	3450 SE 19 AVE	HOLLYWOOD	33004
504224020010	2200 ELLER DR	HOLLYWOOD	33004
504223140010	3205 SE 19 AVE	HOLLYWOOD	33316
504223050080	ACCESS RD	HOLLYWOOD	33316
504223050350	SE 14 AVE	DANIA BEACH	33316
504224010010	3300 SE 19 AVE	HOLLYWOOD	33004
504223240011	ELLER DR	DANIA BEACH	33316
504223240020	ELLER DR	DANIA BEACH	33316
504223250012	SLIP#3 EISENHOWER BLVD	HOLLYWOOD	33316
504223250010	3000 EISENHOWER BLVD	HOLLYWOOD	33316
504223250011	2800 EISENHOWER BLVD	HOLLYWOOD	33316
504223000200	SE 28 ST	DANIA BEACH	33316
504213000170	SE 17 ST	FORT LAUDERDALE	33316
504213000180	SE 24 ST	FORT LAUDERDALE	33316
504214360010	1950 EISENHOWER BLVD	FORT LAUDERDALE	33316
504223240010	ELLER DR	DANIA BEACH	33316
504223250040	EISENHOWER BOULEVARD	HOLLYWOOD	33004
504214000180	SE 20 STREET	FORT LAUDERDALE	33316

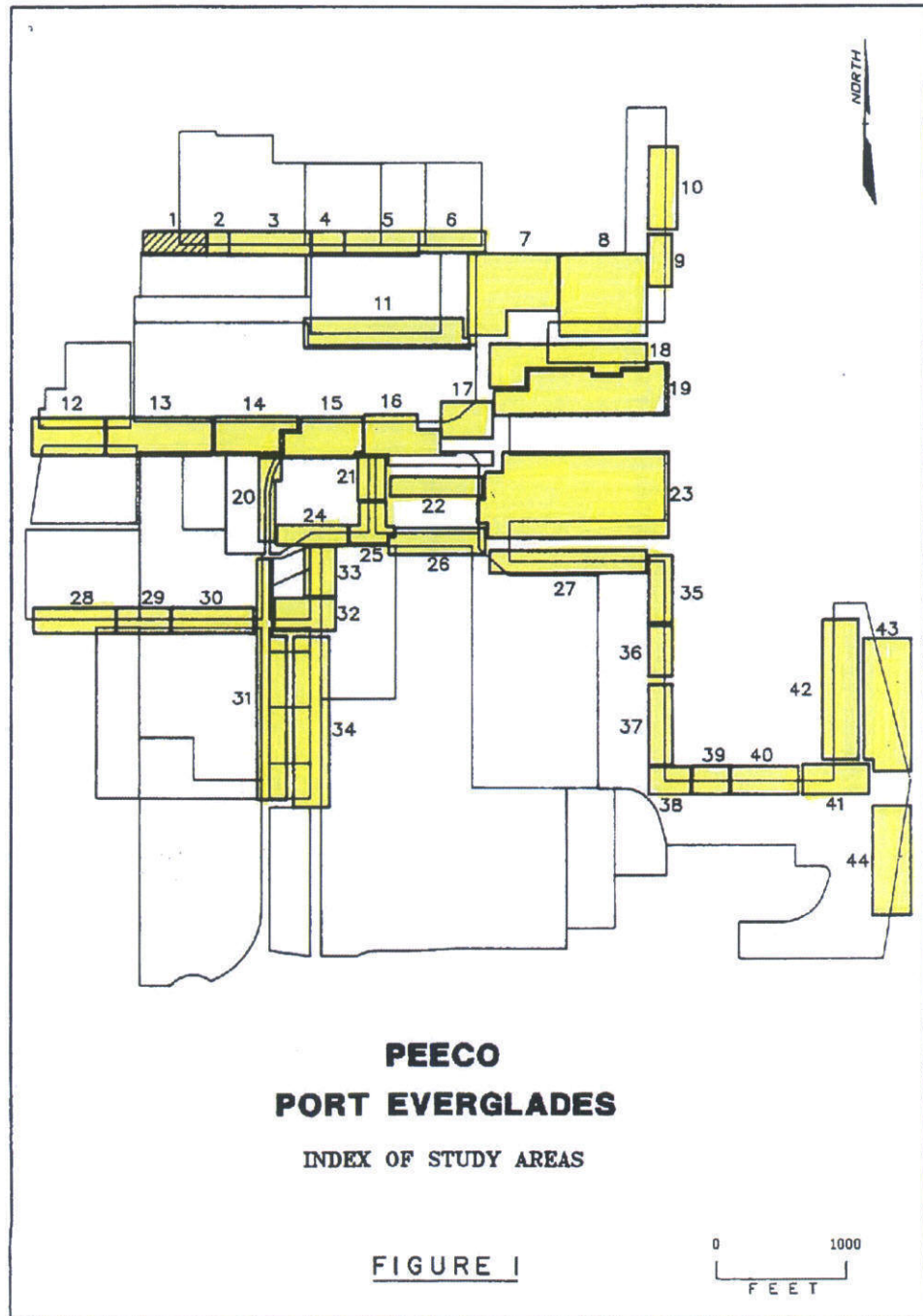


Exhibit B – Additional Requirements
Port Everglades Authority Common Area, Facility ID 8942977

Notwithstanding Section 12 of the Agreement, the Department and Contractor shall not unreasonably interfere with or hamper Owner's management and use of the Property.

Property Owner

Witness

Print Name Date

Print Name Date