

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 only pay the reasonable costs of restoring the Property as nearly as practicable to the conditions that existed prior to activities associated with contamination assessment or remedial action.

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 at least thirty (30) 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.

10. 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.

11. Owner's Use of Property. The Property Owner retains the right to use the Property, and the Department will work with the Property 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 Property Owner may suffer due to the performance of any Permissible Activity.

12. Injury to Department. The Property Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department or Department employees not caused by the negligence or intentional acts of the Property Owner's agents or employees.

13. Sovereign Immunity. To the extent permitted by law, and without either party waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes, the Owner and the Department acknowledges and accepts their responsibility and liability for torts under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of their respective employees while on the Property.

14. 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. <https://depdms.dep.state.fl.us/Oculus/servlet/login>

15. Environmental Infrastructure and Well Permits. The Property Owner authorizes the Department and Contractors 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.

16. Entire Agreement. This Agreement shall constitute the entire agreement between the Department and the Owner regarding this grant of access to Property by the Department and its Contractors as stated herein. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon