

SITE ACCESS AGREEMENT

1. The Parties. The undersigned real property owner, **Palm Beach County**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, ("**Owner**"), hereby give(s) permission to the State of Florida, Department of Environmental Protection ("**Department**") and its Contractor, subcontractors, and vendors ("**Contractor**"), to enter the Owner's property identified in Paragraph 2 below ("the Properties"). **FDEP Facility ID #s: COM_310511, COM_310513 and COM_311011.**

2. The Property. Owner owns the real property identified by the parcel control numbers listed below, as further shown and depicted on the attached "Exhibit A" (collectively the "Property")

00434332000001090; 1250 Perimeter Rd.,
74434332000001050; 1600 Belvedere Rd.,
00424325000005090; 3205 Belvedere Rd.,
00434330000007000; 3723 Belvedere Rd.,
00424325000005320; Cherry Rd., and
00424325000005310; 1355 Country Club Rd.

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 403, Florida Statutes without cost to the Owner (unless required in a separate agreement) to locate contamination and determine contamination levels. The following activities are included in this Agreement but are not limited to this list (the "Permissible Activities"):

- 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; 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 commencing January 1, 2017 and expiring on April 28, 2017.

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 and piping 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.
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 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.
12. 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.
13. 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.
14. Indemnification. The Department does not indemnify the Owner, see paragraph 15. 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.

15. 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.

16. 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 numbers referenced above.
<http://depdms.dep.state.fl.us/Oculus/servlet/login?action=login>

17. 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.

18. 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.

19. 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.

20. 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.

SIGNATURES ON FOLLOWING PAGE

WITNESSES:

[Signature]

Signature

Lance Beebe

Typed or Printed Name

[Signature]

Signature

RAY WALTER

Typed or Printed Name

**PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA**

By: [Signature] 12/31/16
Director of Airports

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: [Signature]
County Attorney

Accepted by the State of Florida Department of Environmental Protection:

[Signature]

Jim McCarthy
Professional Geologist
Waste Cleanup Program
CERCLA Site Screening Section

December 12, 2016
Date

[Signature]
Signature of Witness

Billy K. McClain 12/12/2016

A. James McCarthy, Jr.
Print Name Date

Attachments: Exhibit A- Depiction of the Property.

EXHIBIT "A"
Depiction of the Property

The Geographic Coordinates (Degrees Minutes Seconds) in the center of each parcel are:

Parcel# 00434332000001090

N: 26° 41' 3.02" | W: -80° 4' 52.67"

Parcel# 74434332000001050

N: 26° 41' 24.56" | W: -80° 4' 37.81"

Parcel# 00424325000005090

N: 26° 41' 42.59" | W: -80° 6' 30.38"

Parcel# 00434330000007000

N: 26° 41' 31.82" | W: -80° 5' 53.87"

Parcel# 00424325000005320

N: 26° 41' 46.24" | W: -80° 6' 23.41"

Parcel# 00424325000005310

N: 26° 41' 47.01" | W: -80° 6' 30.26"

Each groundwater and soil sample location shall be within the limits of the sites as depicted, and the specific location(s) of sample locations within each site shall be determined by mutual agreement based on a physical field inspection to be completed between Owner and Department and/or Department's Contractor.

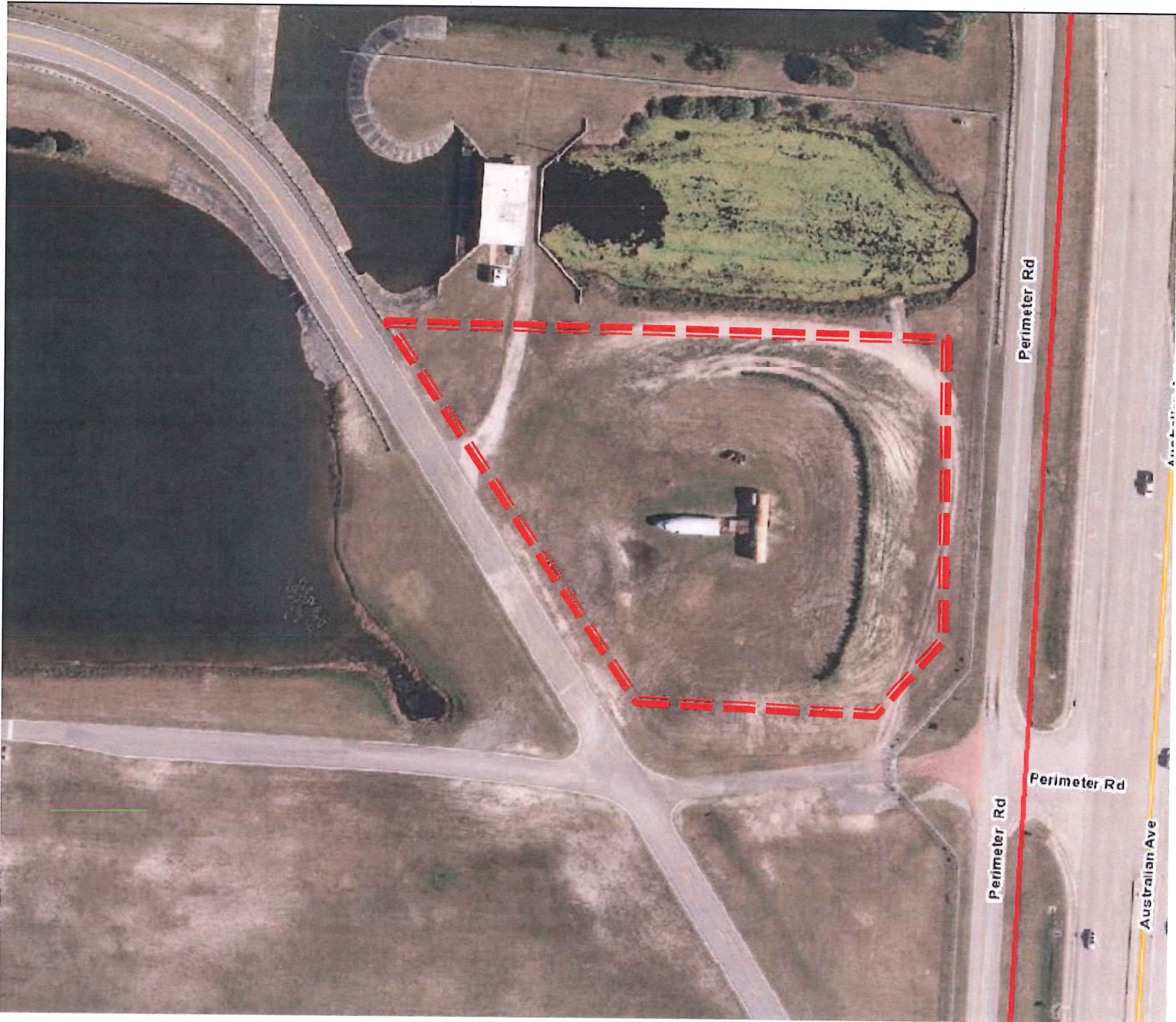
**Background Groundwater and Soil Sample Locations
a portion of
PCN 00-43-43-30-00-000-7000**



**CFR 1 Burn Pit Location
a portion of
PCN 00-43-43-32-00-000-1090**



**“CFR 2 Burn Pit” Site
a portion of
PCN 00-43-43-32-00-000-1090**



**“Former FFTA Location”
a portion of
PCN 00424325000005310 and
PCN 00424325000005320**

