

PERMISSION TO ENTER PROPERTY

1. The Parties. The undersigned real property owner, PAL PETROLEUM LLC, ("Owner"), 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") located at 1665 N BRANCH FORBES RD , PLANT CITY 33565, *FDEP Facility ID: 8733390*.

2. The Property. Owner owns the certain parcel(s): U-22-28-21-ZZZ-000003-67410.0 of real property located at 1665 N BRANCH FORBES RD, PLANT CITY Florida 33565 (the "Property"), depicted on the attached legal description as Exhibit "A"

3. Permissible Activities. This Permission to Enter Property ("Permission") is limited to activities which may be performed by the Department or its Contractors, without cost to the Owner to locate contamination, determine contamination levels and, when necessary remove and remediate contamination which may be performed by the Department and its Contractor. The following activities are included in this Permission 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.

4. Duration and Termination of Access. This Permission 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 upon the execution of this Agreement. This Permission 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 ("Order"). At which time the Owner shall be provided a copy of the Order and this Permission shall be automatically terminated.

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 Permission 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 only pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which 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 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 Permission. Excessive interference by the Owner or its agents with the performance of any Permissible Activity may result in the Department revoking eligibility for State funded remediation under Chapter 376, Florida Statutes.
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 Permission until the appropriate site rehabilitation completion order issued under Chapter 62-780.680 or a low-scored site initiative order issued pursuant to Section 376.307(12)(b), Florida Statutes, is final.
11. No Admission. The granting of this Permission 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.
13. Owner's Release of Claim. If Owner selected the Contractor, the Owner hereby releases the Department from any and all claims against the Department performed by the Owner's selected Agency Term 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 already indemnified the Department. The Contractor should not enter into any agreement that conflicts with its 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. Non-waiver of 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.

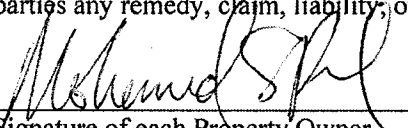
17. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility number reference above. <http://depedms.dep.state.fl.us/Oculus/servlet/login?action=login>

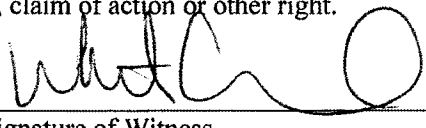
18. Entire Agreement. This Permission shall constitute the entire agreement between the Department and the Owner regarding this grant of access to Department for the purposes herein. No modification, amendment or waiver of the terms and conditions of this Permission shall be binding upon Department unless approved in writing by an authorized representative of Owner and Department

19. Governing Law and Venue. This Permission 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 Permission shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.

20. Severability. Any provision of this Permission 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 Permission 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.


Signature of each Property Owner


Signature of Witness

Mohamed S. Pal 5-7-15
Print Name Date

Whit Cowal 5/7/15
Print Name Date

Do you wish to participate or provide input with respect to rehabilitation of this facility?


☒ YES

☐ NO

Contact Phone # 813-909-6725


Email Address radiant206atYahoo.com

Accepted by the State of Florida Department of Environmental Protection:



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

5/7/15
Date



Signature of Witness

Rebecca Meux 5/7/15
Print Name Date

Attachments: Exhibit A- Legal description of the Property.

Attachment A

Short Legal Description: BEG AT INNERS OF S R/W LINE OF HARVEY TEW RD AND W R/W LINE OF BRANCH FORBES RD RUN S 66.75 FT S 15 DEG 00 MIN 18 SEC W 188.22 FT S 78 DEG 33 MIN 47 SEC W 158.30 FT N 279.11 FT TO SLY R/W LINE OF HARVEY TEW RD AND E 200 FT TO POB

FDEP Coordinates(Degrees Minutes Seconds) for Facility 29/ 8733390:

Latitude 28⁰ 1' 42.2280 "
Longitude 82⁰ 11' 14.8613"