



Florida Department of Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

February 7, 2017

Mr. Leonard Tones
11418 Cypress Dr.
Clermont, FL 34711
Ltones01@yahoo.com

Re: Agreement OGC No.17-0047
SW WACS ID # 101173
Sumter County

Dear Mr. Tones:

Enclosed is a Site Access Agreement ("Agreement") prepared by the Department for removal of waste tires from the property located at 7931 CR, Webster, Sumter County, Florida 33597.

Please review, sign, document and return it to the Department within 5 days of its receipt. Once fully executed, a copy of the final document will be forwarded to you.

Should you have any questions or comments, please contact Gloria-Jean DePradine at 407-897-4312 or via e-mail at Gloriajean.Depradine@dep.state.fl.us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Prather", is written over a horizontal line.

Jeff Prather
Director, Central District

Enclosure: Site Access Agreement & Exhibit.

JP/sd/gnd



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Leonard Oliver Tones
11418 Cypress Dr.
Clermont, FL 34711

Re: Agreement OGC No. 17-0047
Tones Property Waste Tire Site
Sumter County

SITE ACCESS AGREEMENT

The Parties. The undersigned real property owner(s), Leonard Tones (“Owner”), enters this Site Access Agreement (“Agreement”) and hereby give(s) permission to the State of Florida, Department of Environmental Protection (“Department”), including Department employees, agents, representatives, contractors and sub-contractors, to enter the Owner’s property located at 7931 CR Webster, Sumter County, Florida 33597, Parcel ID T14-019; hereinafter referred to as the “Property”.

1. The Property. Owner owns the described Property illustrated by the map and further described by the legal description attached hereto as Exhibit “A (See copy of attached deed).
2. Permissible Activities. This Site Access Agreement (“Agreement”) is limited to activities which may be performed by the Department pursuant to Chapter 62-701, Florida Administrative Code (Fla. Admin. Code), without cost to the Owner to remove waste tire and waste-tire-related debris. This access is provided only for the cleanup of waste tires and waste tire-related debris, under Chapter 403, Florida Statutes (Fla. Stat.). This Agreement includes, but is not limited to, the following activities: the management and investigative activities at the site necessary to stabilize, abate, and remove waste tire and waste tire-related debris; remove or trim overgrowth, shrubbery, or other vegetation, if necessary; assess the health and environmental impact caused by the waste tires, if any; remediate any environmental impact, including spraying for mosquito control; and, conduct surveys, prepare site sketches or reports, and take photographs.
3. Duration and Termination of Access. This Agreement is granted, without any fee or charge to the Department, for so long as is necessary to assess the extent of and removal of any/all waste

tires from the property, as well as monitoring the condition of the Property. Access shall be allowed for the Department (including its employees, agents, representatives, contractors, and sub-contractors) immediately upon the execution of this Agreement. This Agreement shall continue until the Department's determination that all waste tires have been removed from the site. At which time the Owner shall be provided a copy of the Department's determination and any accompanying final report and this Agreement shall automatically terminate. The Owner may withdraw and terminate this Agreement by providing the Department written notice of their intent to withdraw and terminate this agreement ninety (90) days prior to any such termination. The Department may surrender this Agreement at will without notice.

4. Work 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.

5. 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 any applicable federal and state statutes, rules and regulations.

6. Proper Disposal of Waste Tires, Waste Tire-Related Debris and/or Contaminated Media. The Department shall ensure that any removed waste tires, waste-tire-related debris, or other removed site materials, shall be disposed of in accordance with appropriate environmental statutes, rules, and regulations.

7. Property Restoration. The Department shall only pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed before activities associated with waste tire and waste-tire-related debris assessment and removal were undertaken.

8. Owner's Non-Interference. The Owner shall not interfere with the Department when performing the Permissible Activities. Owner shall not damage any equipment that may be located on the Property. Owner shall notify the Department ninety (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 utilized or installed related to this Agreement.

9. 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.

10. Owner's Use of Property. The Owner retains the right to use the Property, and the Department 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 any Permissible Activity. This agreement does not and is not intended to modify any legal right the parties may otherwise have regarding negligent acts.

11. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, or Department employees, agents, representatives, contractors or sub-contractors, not caused by the negligence or intentional acts of the Owner's agents or employees.
12. Indemnification. The Department cannot and does not indemnify the Owner.
13. 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, however the Department does not Waive Sovereign Immunity in any capacity not previously waived by the Legislature of the State of Florida.
14. Public Records. All documents created or received associated with the Permissible Activities may be 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.
15. Entire Agreement. This Agreement shall constitute the entire understanding and agreement between the Department and the Owner regarding this grant of access to the Department for the purposes stated herein. This Agreement supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon the parties unless approved in writing by an authorized representative of Owner and Department.
16. 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.
17. 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.
18. 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.
19. Non-Obligation: Work. Nothing in this Agreement shall be construed to obligate the Department to perform clean up or removal work on the Property, this agreement is solely to provide the Department, its employees, agents, representatives, contractors, or sub-contractors, access to the Property in the event the Department requires such access.

20. Non-Obligation: Funds. The Department agrees to seek sufficient funding through the budgetary process of the State of Florida to the extent this Agreement contemplates costs to the Department. Any requirement for the payment or expenditure of funds shall be subject to the availability of funds annually appropriated by the legislature. No provision herein shall be interpreted to require obligation or payment of funds in violation of the applicable state law. Additionally, no provision herein shall be construed contrary to the Department's statutory duties to pursue reimbursement for funds expended.

21. Sale or Transfer Notice. Owner hereby agrees to provide the Department sixty (60) days written notice of any intended sale, transfer, or assignment of the property. Such notice shall contain the contact information for the intended purchaser, transferee, or assignee.

Leonard Oliver Tones
11418 Cypress Dr.
Clermont, FL 34711

Date

Signature of Witness

Date

Property Owner Mailing Address

Property Owner Contact Phone Number

Property Owner E-mail Address

Accepted by the State of Florida Department of Environmental Protection:

Jeff Prather
Director
Central District
Department of Environmental Protection

Signature of Witness

Date

Print Name

Date

Attachments:

Exhibit A- Site Plan

cc: Ashanti McBride, OGC, Ashanti.Mcbride@dep.state.fl.us

This Instrument was prepared by:
Felix M. Adams, Attorney
138 Bushnell Plaza - Suite 201
Bushnell, Florida 33513
352/793-6900

ExN _____
Rec 5.00
TF 1.00
Doc _____
Int _____
CC _____
6.00

QUIT CLAIM DEED

THIS QUIT CLAIM DEED made this 4th day of ^{June} ~~May~~, 2002, between

Grantor: **Amy Jo Tones, a/k/a Amy Tones, single**
P. O. Box 382, Webster, Florida 33597

AND

Grantee(s): **Leonard Oliver Tones, Jr., a/k/a Leonard O. Tones, single**
Address: **7931 CR 772, Webster, Florida 33597**

WITNESSETH, That the said Grantor, for and in consideration of the sum of TEN and 00/100 (\$10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, does hereby remise, release, and quit-claim unto the said Grantee, and Grantee's heirs and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the following described land, situate, lying and being in Sumter County, Florida, to wit:

The East 990 feet of the SW1/4 of NE1/4 of Section 14, Township 22 South, Range 23 East, Sumter County, Florida, lying North of ACL Railroad, LESS that portion sold to Seaboard Coast Line Railroad Company in Official Records 131, Page 198, Public Records of Sumter County, Florida, TOGETHER WITH that certain doublewide mobile home bearing Title Nos. 10168425 and ID Nos. 4E033293S2658X located thereon. Parcel No. T14-019

Social Security Nos. Grantor 267-81-2762
Grantee _____

This deed is being executed pursuant to Final Judgment of Dissolution of Marriage recorded in Official Records 972, Page 720, Public Records of Sumter County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Tania R. Solis
1st Witness
Tania R. Solis
printed name of 1st witness

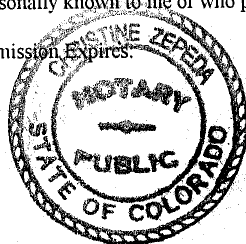
Amy Jo Tones (SEAL)
Amy Jo Tones, single

Brian Vaught
2nd Witness
Brian Vaught
printed name of 2nd witness

STATE OF ~~FLORIDA~~ ^{Colorado}
COUNTY OF Adams

The foregoing instrument was acknowledged before me by Any Jo Tones, single, on ^{June} ~~May~~ 4, 2002, being personally known to me or who presented CO DL 021410304 as identification.

My Commission Expires _____
Crist Moya
Notary Public



MY COMMISSION EXPIRES
OCTOBER 13, 2003

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

06/10/2002 #2002-10230
02:30:44PM B-979 P-152