

**ESCAMBIA COUNTY FLORIDA**

**REQUEST FOR PROPOSALS**

**Mid-Town Commerce Park**

SOLICITATION NUMBER PD 17-18.073

RESPONSES WILL BE RECEIVED UNTIL: **1:00 p.m. CDT, July 17, 2018**

**Office of Purchasing, Room 11.101, 213 Palafox Place 2<sup>nd</sup> Floor, Pensacola, FL  
32502 Matt Langley Bell III Building  
Post Office Box 1591 Pensacola, FL 32597-1591**

**Board of County Commissioners**

Jeff Bergosh, Chairman  
Lumon J. May, Vice Chairman  
Steven Barry  
Grover C. Robinson IV  
Douglas B. Underhill

**From:  
Paul R. Nobles  
Purchasing Manager**

**Assistance:**

Paul R. Nobles  
Purchasing Manager  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4918

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.**

**Mid-Town Commerce Park  
PD 17-18.073  
Request for Proposals**

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## **PART A SUMMARY**

The County is seeking letters of interest from experienced firms to engage in a public/private partnership to commercially develop the site.

## **PART I GENERAL INFORMATION**

All submittals to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Submittals of proposals may be mailed to 213 Palafox Place, 2<sup>nd</sup> Floor Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a **sealed envelope clearly marked:**

Specification Number PD 17-18.073, Mid Town Commerce Park "Name of Submitting Firm, Time and Date due".

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each submitter shall be responsible for his submittals being delivered on time as the County assumes no responsibility for same. Submittals received after the time set for solicitation closing will be rejected and returned unopened to the submitter.

Escambia County is a political subdivision of the State of Florida. It is governed by an independent elected five members Board of County Commissioners. The Board is elected by single member District vote for staggered terms. In Addition, the County has five Constitutional Officers, each elected by county-wide vote. The five Constitutional Officers of the County are: the Property Appraiser, the Sheriff, the Supervisor of Elections, the Clerk of the Circuit Court and the Tax Collector.

The Board appoints a County Administrator to administer the affairs of the County. In addition, the Board appoints a County Attorney to render legal advice to the Board of County Commissioners.

**The following policy will apply to all methods of source selection:**

### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined

herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

### **Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

### **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

**1-1 PURPOSE**

Escambia County is in the process of acquiring approximately 87 acres of property located in the southern Palafox area of Pensacola, Florida. (See Exhibit A). The largest portions of this site were acquired by the Environmental Protection Area as part of a superfund clean-up site. The EPA completed remediation in 2010, and the property is ready for re-use. Since the site is commercially developable, EPA has transferred ownership to the County. The County is seeking letters of interest from experienced firms to engage in a public/private partnership to commercially develop the site.

**1-2 OBJECTIVE**

The Primary objective of The RFP is the selection of the most qualified and experienced firm that is most advantageous to the County.

**1-3 ISSUING OFFICER**

The project director and liaison officer shall be Amy Lovoy, Assistant County Administrator. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591.

**1-4 CONTRACT CONSIDERATION**

It is expected that the contract shall be based on the solicitation after negotiation.

**1-5 REJECTION**

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

**1-6 INQUIRIES**

Questions may be directed Paul Nobles CPPO, CPPB, Purchasing Manager. Phone: (850) 595-4878; Fax: (850) 595-4805, e-mail: [prnobles@myescambia.com](mailto:prnobles@myescambia.com). Last day for questions 12:00 p.m. CDT, July 6, 2018.

**1-7 ADDENDA**

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

**1-8 SCHEDULE**

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

<b>Description</b>	<b>Date</b>
Mailing date of proposals	June 25, 2018
Receipt of proposals	July 17, 2018
Review of proposals	July 27, 2018
Board of County Commissioners approval	September 6, 2018

**1-9 PROPOSAL CONTENT AND SIGNATURE**

**One original** of the proposal shall be required having been signed by a company official with the power to bind the company in its proposal, and (1) one CD or Flash Drive containing the complete proposal shall be completely responsive to the RFP for consideration.

**1-10 NEGOTIATIONS**

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

**1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES**

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational.

**1-12 PRIME CONTRACT RESPONSIBILITIES**

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

**1-13 DISCLOSURE**

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

**1-14 DELAYS**

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

**1-15 METHOD OF PAYMENT**

Payment schedule and basis of payment shall be negotiated.

**PART II INFORMATION REQUIRED FROM SUBMITTERS**

**ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL**

**2-1 PROPOSAL FORMAT AND CONTENT**

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

**2-2 INTRODUCTION**

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

**2-3 UNDERSTANDING OF THE PROJECT**

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

The proposer shall also demonstrate in this narrative an understanding of how authoritative guidance impacts local governments and the ability to communicate this information.

#### **2-4 METHODOLOGY USED FOR THE PROJECT**

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

#### **2-5 EXPERIENCE AND QUALIFICATIONS**

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- [a] title,
- [b] resume,
- [c] location(s) where work will be performed,
- [d] itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed

#### **2-7 PROPOSAL**

All responses should include the following:

- The nature of the development
- Method for addressing all of the Countywide design criteria including but not limited to stormwater, environmental and traffic concurrency.
- Timeline for development
- Master Lease Amount to the County



### **PART III      CRITERIA FOR SELECTION**

<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
Potential of Job and Job Growth	25
Nature and Viability of the Proposal	25
Site Development	25
Master Lease Amount to the County	10
Proven Track Record of the Private Partner	15
Total	100

### **PART IV      SCOPE OF WORK**

#### **Purpose**

Escambia County is in the process of acquiring approximately 87 acres of property located in the southern Palafox area of Pensacola, Florida. (See Exhibit A). The largest portions of this site were acquired by the Environmental Protection Area as part of a superfund clean-up site. The EPA completed remediation in 2010, and the property is ready for re-use. Since the site is commercially developable, EPA has transferred ownership to the County. The County is seeking letters of interest from experienced firms to engage in a public/private partnership to commercially develop the site.

#### **Background**

The site is an abandoned wood preserving facility that operated from 1942 to 1982. The operation of this facility resulted in extensive creosote, pentachlorophenol (PCP) and dioxin contamination in the soil and groundwater. The Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP) conducted a remedial action that included soil cleanup and neighborhood relocation that was finally completed in 2010.

The site's eastern border is the CSX rail line and access to I-110 is located less than a mile away. The City of Pensacola is in the process of contracting their municipal boundaries such that when the site will be developed it will be under the sole jurisdiction of the County. Therefore only County design and build standards will apply.

The EPA has placed certain restrictive covenants on parcels located on the site which are attached as Exhibit B. In addition the County or its agents must per certain operations and maintenance functions on the site. These include but are not limited to:

**For All Properties:**

- The property shall not be used for residential purposes, day care centers, schools, playgrounds, athletic fields, camps, mining, agricultural purposes including community gardens or forestry.
- EPA will have a permanent right of access at reasonable times.
- Groundwater on the site shall not be used for any purpose until state groundwater standards are met.

**For the Rosewood parcels and parcels located on or near the cap:**

- There must be no drilling for water conducted on the property including monitoring wells unless pre-approved by FDEP.
- Existing surface water and storm water management systems may not be altered without prior approval from the FDEP. There can be no new construction of new storm water systems without prior approval of FDEP. Construction of storm water infiltration structures or ponds is prohibited. Any storm water ditch must be lined to minimize infiltration into the soil cover or containment cell. No storm water control systems shall tie into or interfere with the containment cell subsurface drainage system.
- Deep foundations such as pilings or piers are prohibited.
- A minimum of two feet of must be maintained between the bottom of the building or lighting foundation and the top of the engineered containment cell.
- The foundation design shall restrict the load on the underlying geosynthetics of the engineered cap to no greater than 3,500 pound per square foot.
- Sand fill materials used below all foundations for the cover soils must be compacted to a minimum density of 95% of maximum density in accordance with ASTM D1557.
- A minimum of 18 inches of soil must be left between the road base material and the top of the engineered containment cell.
- A minimum of 24 inches of soil must be left between the railroad base material and the top of the engineered containment cell.
- A minimum of 3 feet of total cover must be left between the final surface of a roadway or railroad and the engineered containment cap.

The primary goal of O&M activities is to protect the containment cell and liner system during future reuse or redevelopment of the site. Protection of the containment cell and liner system will ensure the site remains protective of human health and the environment. Key elements of the O&M plan include the following:

- Inspections of stormwater management & subsurface drainage systems
- Inspections of soil cover system
- Maintenance of site vegetation (mowing)

- Groundwater sampling & analysis
- Leachate sampling, analysis, treatment & disposal
- Site security & fence maintenance
- Enforcement of institutional controls during/following redevelopment

### **Scope**

The County would like to partner with other entities to commercially develop the site. The County will retain ownership and provide a long-term master lease that is mutually beneficial to both the County and the development entities. The private partner would be expected to develop the site in a manner to maximize the potential for job development and to operate the site in a manner beneficial to both the County and the private partner. All tenancies resulting from the development on the site would be the responsibility of the private partner. The site is also listed as a Brownfield and will therefore be eligible for all applicable Brownfield incentives. The County's benefit would be derived by the focus of a commercially viable park with an emphasis on the creation of jobs located on that site. The County is interested in partnering with an entity(s) who have experience developing or redeveloping remediated superfund sites or remedial properties and who has experience with principles of new urbanism in design.

The County will vacate the current plat and rezone all parcels as mutually acceptable to both the County and the developer.

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2018012311 2/15/2018 11:20 AM  
OFF REC BK: 7855 PG: 143 Doc Type: QCD  
Recording \$214.00

TRANSFER BETWEEN  
STATE AND FEDERAL GOVERNMENTS  
EXEMPT FROM TAXATION

This instrument prepared by:

Stacey A. Haire, Attorney-Advisor  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 4  
61 Forsyth Street, S.W.  
Atlanta, GA 30303

STATE OF FLORIDA           )  
ESCAMBIA COUNTY         )

**QUITCLAIM DEED**

**THIS QUITCLAIM DEED** is executed and delivered as of the 16 day of January, 201 8, between the **UNITED STATES OF AMERICA** (hereinafter the "GRANTOR"), acting by and through the U.S. Environmental Protection Agency, whose address is care of the Office of Administration, 1200 Pennsylvania Avenue, NW, Washington, DC, 20460, and **ESCAMBIA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ACTING BY AND THROUGH ITS DULY AUTHORIZED BOARD OF COUNTY COMMISSIONERS** (hereinafter the "GRANTEE") whose address is 221 Palafox Place, Pensacola, Florida, 32502.

WHEREAS, the Grantor and the Florida Department of Environmental Protection (the "Department") entered into an agreement and executed DEP Contract No. HW 365 (Original Superfund State Contract Between the State of Florida and the U.S. Environmental Protection Agency, Region 4 for the Interim Remedial Action and National Relocation Pilot Project at the Escambia Wood Treating Company Superfund Site in Pensacola, Escambia County, Florida, as amended) (hereinafter the "Contract") regarding the Department's involvement in the implementation of the remedial action for the Escambia Wood Treating Company Superfund Site in Pensacola, Florida; and,

WHEREAS, pursuant to the Contract, the Grantor agreed to acquire the interest in real property, and in accordance with Section 104(j) of CERCLA, the Department agreed on behalf of the State of Florida to accept the transfer of such interest; and

WHEREAS, by a 2017 amendment to the Contract, the Department directed the Grantor to transfer such interest directly to the Grantee, a political subdivision of the State of Florida;

Exhibit "A"

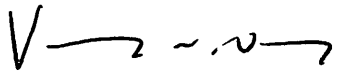
NOW THEREFORE, the Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM unto the Grantee, all right, title, interest, claim and demand which the Grantor has in and to the property situated, lying and being in the County of Escambia, in the State of Florida, described in *Exhibit A* attached hereto and by this reference made a part hereof (the "Property").

TO HAVE AND TO HOLD the Property granted herein to the Grantee together with all the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the Grantor, either in law or in equity. Grantee accepts the Property as indicated on *Exhibit B* attached hereto and by this reference made a part hereof.

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO DECLARATIONS OF RESTRICTIVE COVENANTS, DATED APRIL 2, 2013, AND RECORDED IN THE PUBLIC LAND RECORDS OF ESCAMBIA COUNTY, FLORIDA, ON MAY 1, 2014, IN BOOK 7164, PAGES 344 - 357 AND 358 - 388, IN FAVOR OF, AND ENFORCEABLE BY, THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Administrator of the U.S. Environmental Protection Agency, the day and year first above written.

UNITED STATES OF AMERICA

By:   
\_\_\_\_\_  
Vaughn Noga, Director  
Office of Administration  
Office of Administration and Resources Management  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460

[WITNESS SIGNATURES AND NOTARY CERTIFICATION  
APPEAR ON THE FOLLOWING PAGE.]

Exhibit "A"



(Signature of First Witness)

Printed Name:

STEVEN BLANKENHORN



(Signature of Second Witness)

Printed Name:

JASON BOSHUA

DISTRICT OF COLUMBIA )

On this 16 day of January, 2018, Vaughn Noga appeared personally before me, the undersigned Notary Public. Vaughn Noga is known by me to be the Director of the Office of Administration for the United States Environmental Protection Agency, and he acknowledged that he signed the foregoing Quitclaim Deed in a representative capacity as the free and voluntary act and deed of the United States and its said Agency for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first stated above.



NOTARY PUBLIC

Printed Name:

Monique S. Patrick

Commission No. \_\_\_\_\_

My commission expires:

7-31-2020




[NOTARY SEAL]

*Exhibit B*

**ACCEPTANCE OF TITLE TO REAL PROPERTY**

This Quitclaim Deed was accepted by Escambia County, Florida, on the 1<sup>st</sup> day of February, 2018, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the 1<sup>st</sup> day of February, 2018.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

  
\_\_\_\_\_  
Jeff Bergosh, Chairman  
221 Palafox Place  
Pensacola, Florida 32502

Date Executed

2/1/2018

ATTEST: Pam Childers  
Clerk of the Court



  
\_\_\_\_\_  
Deputy Clerk

This document approved as to form  
and legal sufficiency.

By: 

Title: Asst. County Attorney

Date: Jan. 30, 2018

*Exhibit A*

**LEGAL DESCRIPTION**

**Parcel 1**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as being;

All of Lots 1-6 of Oak Park Subdivision, a subdivision of a portion of said Section 8 and Section 47, Township 1 South, Range 30 West, according to the plat of said subdivision thereof recorded in Plat Book 3, Page 93, of the records in the office of the Clerk of the Circuit Court of Escambia County, Florida.

Containing 1.21 acres, more or less, and being all of Tracts 201, 202, 203, 204 and 206 of the Escambia Treating Company Superfund Site Project.

AND

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, and Section 47, Township 1 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as being:

All of Lots 7-25 and Lot 36 of Oak Park Subdivision, a subdivision of a portion of said Section 8 and Section 47, Township 1 South, Range 30 West, according to the plat of said subdivision thereof recorded in Plat Book 3, Page 93, of the records in the office of the Clerk of the Circuit Court of Escambia County, Florida.

Containing 4.20 acres, more or less, and being all of Tracts 207, 208, 209, 211, 212, 213, 214, 216, 217, 218, 219, 221, 222, 223, 224, 226, 227, 228 and 229 of the Escambia Treating Company Superfund Site Project.

AND

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at a point where the south line of Lot 7 of the Brainard and McIntyre Subdivision of said Section 8 intersects the easterly right-of-way line of the Pensacola to Flomaton paved highway (U.S. Highway No. 29/FL. State Rd. No. 95);

Thence Northwesterly along the easterly right-of-way line of said highway, a distance of 289 feet;



Exhibit "A"

Thence N 51° 37' E at right angles to said highway right-of-way line, a distance of 200 feet;

Thence S 38° 23' E a distance of 25 feet;

Thence N 51° 37' E a distance of 250 feet to the **POINT OF BEGINNING**;

Thence N 38° 23' W a distance of 775.68 feet, more or less, to the southeastern right-of-way line of Beggs Lane;

Thence Northeasterly, at a right angle, along the southeastern right-of-way line of said Beggs Lane a distance of 400 feet;

Thence Southeasterly, at a right angle, a distance of 100 feet;

Thence N 51° 37' E a distance of 360.84 feet to the north line of said Section 8;

Thence East along the north line of said section a distance of 127.2 feet;

Thence S 00° 03' E a distance of 591.93 feet;

Thence N 59° 57' E a distance of 6.3 feet;

Thence S 38° 23' E a distance of 345.0 feet, more or less, to a point on the northern right-of-way line of Hickory Street;

Thence S 51° 37' W along the northern right-of-way line of said street, a distance of 500 feet;

Thence N 38° 23' W a distance of 214 feet, more or less, to the point of beginning.

Containing 13.58 acres, more or less, and being all of Tracts 243, 244, 246, 247 and 248 of the Escambia Treating Company Superfund Site Project.

Containing a net total of 18.99 acres, more or less.

**Parcel 2**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as being;

All of Lots 26, 27 and 28 of Oak Park Subdivision, a subdivision of a portion of said Section 8 and Section 47, Township 1 South, Range 30 West, according to the plat of said subdivision thereof recorded in Plat Book 3, Page 93, of the records in the office of the Clerk of the Circuit Court of Escambia County, Florida.

Containing 0.54 of an acre, more or less, and being all of Tracts 231, 232 and 233 of the Escambia Treating Company Superfund Site Project.

**Parcel 3**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, and Section 47, Township 1 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as being:

All of Lots 29-34 of Oak Park Subdivision, a subdivision of a portion of said Section 8 and Section 47, Township 1 South, Range 30 West, according to the plat of said subdivision thereof recorded in Plat Book 3, Page 93, of the records in the office of the Clerk of the Circuit Court of Escambia County, Florida.

Containing 0.54 of an acre, more or less, and being all of Tracts 234, 236, 237, 238, 239, 241 and 242 of the Escambia Treating Company Superfund Site Project.

AND

All that tract or parcel of land lying and being in Sections 47 and 48, Township 1 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at a point at the northwest corner of Oak Park Subdivision, according to the plat of said subdivision thereof recorded in Plat Book 3, page 93, of the records in the office of the Clerk of the Circuit Court of Escambia County;

Thence Easterly along the north line of said subdivision a distance of 245.15 feet to the **POINT OF BEGINNING**;

Thence continue Easterly along the same course a distance of 150.00 feet, to a point at the southwest corner of a parcel of land described in Deed Book 554, page 134 of said records;

Thence Northerly and at a right angle to the line last traversed a distance of 250 feet, more or less, to a point on the northerly line of the property described as Parcel 5 in a final decree rendered in the Circuit Court of Escambia County dated 30 November 1961, wherein Ada Mae Wood, et al, were plaintiffs and William Johnson, et al, were defendants;

Thence Westerly 83° 14' to the left a distance of 140 feet, more or less, to an intersection with a line Northerly from the point of beginning and perpendicular to the north line of said Oak Park Subdivision;

Thence Southerly a distance of 270 feet, more or less, to the point of beginning.

Exhibit "A"

Containing 0.87 of an acre, more or less, and being all of Tract 259 of the Escambia Treating Company Superfund Site Project.

Containing a net total of 1.41 acres, more or less.

**Parcel 4**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at a point where the west line of Lot 7 of the Brainard and McIntyre Subdivision of said Section 8 intersects the easterly right-of-way line of the Pensacola to Flomaton paved highway (U.S. Highway No. 29/FL. State Rd. No. 95);

Thence Southeasterly along the eastern right-of-way line of said highway a distance of 50 feet;

Thence Northeasterly and at a right angle to said highway right-of-way line a distance of 200 feet to the **POINT OF BEGINNING**;

Thence continue Northeasterly along the line last traversed a distance of 200 feet;

Thence at a right angle in a Southeasterly direction a distance of 375.67 feet;

Thence at a right angle in a Southwesterly direction a distance of 200 feet;

Thence at a right angle in a Northwesterly direction a distance of 375.67 feet, more or less, to the point of beginning.

Containing 1.73 of an acre, more or less, and being all of Tracts 253, 254, 256 and 257 of the Escambia Treating Company Superfund Site Project.

**Parcel 5**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at a point on the north line of said Section 8 where it intersects the easterly right-of-way line of the Pensacola to Flomaton paved highway (U.S. Highway No. 29/FL. State Rd. No. 95);

Exhibit "A"

Thence East along the north line of said section a distance of 361.85 feet to a stone at the northwest corner of Lot 7 of the Brainard and McIntyre Subdivision of said Section 8;

Thence continue East along the north line of said section a distance of 0.9 feet to a pipe;

Thence continue East along the north line of said section a distance of 64.2 feet to a pipe and the **POINT OF BEGINNING**;

Thence continue East along the north line of said section a distance of 513 feet;

Thence S 38° 47' E a distance of 139.95 feet;

Thence S 51° 13' W a distance of 400 feet;

Thence N 38° 47' W a distance of 462.33 feet, more or less, to the point of beginning.

Containing 2.77 acres, more or less, and being all of Tracts 249, 251 and 252 of the Escambia Treating Company Superfund Site Project.

**Parcel 6**

All that tract or parcel of land lying and being in Section 5, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as being:

All of Lots 66-86, of Hermann's Subdivision of Lots 2, 3, 4, 5, and 6 of said Section 5, according to the plat of said subdivision thereof recorded in Deed Book 18, Page 449, of the records in the office of the Clerk of the Circuit Court of Escambia County, Florida.

Containing 5.00 acres, more or less, and being all of Tracts 301, 302, 303, 304, 306, 307, 308, 309, 311, 312, 313, 314, 316, 317, 318, 319, 321, 322 and 323 of the Escambia Treating Company Superfund Site Project.

**Parcel 7**

All that tract or parcel of land lying and being in Section 5, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as being:

All of Lots 30-32, Lots 39-44, Lots 48-61, and Lot 87 of Hermann's Subdivision of Lots 2, 3, 4, 5, and 6 of said Section 5, according to the plat of said subdivision thereof recorded in Deed Book 18, Page 449, of the records in the office of the Clerk of the Circuit Court of Escambia County, Florida.

AND

All that portion of Short Street described as follows:

Beginning at a point which is at the northeast corner of Lot 32 of said subdivision and on the southern right-of-way line of Herman Avenue;

Thence Northeasterly along the southern right-of-way line of said Herman Avenue a distance of 30 feet to the northwest corner of Lot 61 of said subdivision;

Thence Southeasterly along the west line of said Lot 61 and subsequently along the west line of Lot 39 of said subdivision a distance of 320.9 feet to a point which is at the southwest corner of said Lot 39 and on the northern right-of-way line of Pearl Avenue;

Thence Southwesterly along the northern right-of-way line of said Pearl Avenue a distance of 30 feet to the southeast corner of Lot 31 of said subdivision;

Thence Northwesterly along the east line of said Lot 31 and subsequently along the east line of said Lot 32 a distance of 320.9 feet, more or less, to the point of beginning.

Containing 4.81 acres, more or less.

LESS AND EXCEPT

All that portion of said Lots 30, 31, 39, 40, 41, 42, 43, 44, 48, 49 and the 30 foot parcel lying east of said Lot 31, lying northwesterly of and within 25 feet of the survey line of Pearl Avenue, Section 48004-2701, said survey line to be described as follows:

Commencing at the northwest corner of Section 4, Township 2 South, Range 30 West;

Thence N 37° 00' 24" W 13.10 feet;

Thence S 52° 44' 46" W 15.97 feet;

Thence N 37° 36' 44" W 433.10 feet to the **POINT OF BEGINNING** of the survey line to be described herein;

Thence N 52° 51' 26" E 1325 feet to the end of the survey line herein described.

Containing 0.12 of an acre, more or less.

Containing a net total of 4.69 acres, more or less, and being all of Tracts 324, 326, 327, 328, 329, 332, 333, 334, 336, 337, 338, 339, 341, 342, 346, 347, 348, 349, 351, 352, 353, 354, 356 and 357 of the Escambia Treating Company Superfund Site Project.

**Parcel 8A**

All that tract or parcel of land lying and being in Section 5, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as being:

All of the east 5 feet of Lot 3 and all of Lots 4-18 of Hermann's Subdivision of Lots 2, 3, 4, 5, and 6 of said Section 5, according to the plat of said subdivision thereof recorded in Deed Book 18, Page 449, of the records in the office of the Clerk of the Circuit Court of Escambia County, Florida.

Containing 4.47 acres, more or less.

**LESS AND EXCEPT**

All that portion of Lots 4-18, lying southeasterly of the survey line of Pearl Avenue, Section 48004-2701, southwesterly of Station 39+50 and lying southeasterly of said survey line and within a transition from 25 feet at Station 39+50 to 40 feet at Station 40+00 and lying southeasterly of and within 40 feet of said survey line, northeasterly of Station 40+00, said stations to be located and said survey line to be described as follows:

Commencing at the northwest corner of Section 4, Township 2 South, Range 30 West;

Thence N 37° 00' 24" W 13.10 feet;

Thence S 52° 44' 46" W 15.97 feet;

Thence N 37° 36' 44" W 433.10 feet to the **POINT OF BEGINNING** of the survey line to be described herein;

Thence N 52° 51' 26" E 950 feet to Station 39+50;

Thence continue N 52° 51' 26" E 50 feet to Station 40+00;

Thence N 52° 51' 26" E 325 feet to the end of the survey line herein described.

Containing 0.27 of an acre, more or less.

**ALSO LESS AND EXCEPT**

All that portion of 17 and 18, less the West 40 feet lying southwesterly of and within 25 feet of a line (Southwest right of way line of L and N Railroad right of way), Section 48004-2701, said line to be described as follows:

Commencing at the northwest corner of Section 4, Township 2 South, Range 30 West;

Exhibit "A"

Thence N 37° 00' 24" W 13.10 feet;

Thence N 52° 44' 46" E 1080.99 feet to the POINT OF BEGINNING of the line to be described herein;

Thence N 24° 24' 14" W 410 feet to the end of the line herein described.

Containing 0.06 of an acre, more or less.

ALSO LESS AND EXCEPT

A parcel of land, triangular in shape, lying and being in said Lots 17 and 18, more particularly described as follows:

Beginning at the intersection of the southeast right of way line of Pearl Avenue, as described above and the southwest right of way (25 feet) of a line as described above;

Thence S 24° 24' 14" E 90 feet;

Thence Northwesterly along a straight line to said southeast right of way line of Pearl Avenue at a point 90 feet S 52° 51' 26" W of the point of beginning;

Thence N 52° 51' 26" E 90 feet, more or less, to the point of beginning.

Containing 0.09 of an acre, more or less.

ALSO LESS AND EXCEPT

All that portion of said Lot 16 more particularly described as follows:

Beginning at the southeast corner of said Lot 16;

Thence West 90 feet;

Thence North 90 feet;

Thence East 90 feet;

Thence South 90 feet, more or less, to the point of beginning.

Containing 0.19 of an acre, more or less.

Containing a net total of 3.86 acres, more or less, and being all of Tracts 362, 363, 366, 367, 368, 369, 371, 372, 373 and 378 of the Escambia Treating Company Superfund Site Project.

**Parcel 8B**

All that tract or parcel of land lying and being in Section 5, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as being:

Commencing at the southeast corner of said Lot 16 of Hermann's Subdivision of Lots 2, 3, 4, 5, and 6 of said Section 5, according to the plat of said subdivision thereof recorded in Deed Book 18, Page 449, of the records in the office of the Clerk of the Circuit Court of Escambia County, Florida;

Thence West 50 feet to the **POINT OF BEGINNING**;

Thence continue West 10 feet;

Thence North 90 feet;

Thence East 10 feet;

Thence South 90 feet, more or less, to the point of beginning.

Containing 0.02 of an acre, more or less.

Containing 0.02 of an acre, more or less, and being all of Tract 376 of the Escambia Treating Company Superfund Site Project.

**Parcel 9**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at a point which is at the intersection of the eastern right-of-way line of North Pace Boulevard (Florida State Road No. 292) and the southern right-of-way line of West Loretta Street and at a corner of a tract of land now or formerly owned by Mehdi Mikhchi;

Thence Northeasterly along the southern right-of-way line of said street which is along the boundary of said Mikhchi tract a distance of 45 feet, more or less, to a point which is at a corner of said Mikhchi tract and the **POINT OF BEGINNING**;

Thence continue Northeasterly along the southern right-of-way line of said street a distance of 105 feet, more or less, to a point which is at a corner of a tract of land now or formerly owned by Randel I. Norwood, et ux;



Exhibit "A"

Thence Southeasterly, at a right angle, along the boundary of said Norwood tract a distance of 125 feet, more or less, to a point which is at a corner of said Norwood;

Thence Northeasterly along the boundary of said Norwood tract a distance of 50 feet, more or less, to a corner of said Norwood tract;

Thence Northwesterly along the boundary of said Norwood tract a distance of 125 feet, more or less, to a point which is at a corner of said Norwood tract and on the southern right-of-way line of said West Loretta Street;

Thence Northeasterly along the southern right-of-way line of said street a distance of 50 feet, more or less, to a corner of a tract of land, now or formerly, owned by the F. E. Booker Company;

Thence Southeasterly along the boundary of said Booker tract a distance of 125 feet, more or less, to a corner of said Booker tract;

Thence Northeasterly along the boundary of said Booker tract a distance of 89 feet, more or less, to a corner of said Booker tract;

Thence Southeasterly along the boundary of said Booker tract a distance of 75 feet, more or less, to a point which is at a corner of said Booker tract and on the northern right-of-way line of West 42<sup>nd</sup> Lane;

Thence Southwesterly along the northern right-of-way line of said lane a distance of 368 feet, more or less, to a corner of said Mikhchi tract;

Thence Northwesterly along the boundary of said Mikhchi tract a distance of 216 feet, more or less, to the point of beginning.

Containing 1.11 acres, more or less, and being all of Tracts 402, 404 and 406 of the Escambia Treating Company Superfund Site Project.

**Parcel 10**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at the intersection of the western right-of-way line of Palafox Highway (U. S. Highway No. 29/Florida State Road No. 95: and the northern line of the Pablo Palmes Grant;

Thence Northwesterly along the western right-of-way line of said highway a distance of 914.0 feet, more or less, to a point which is at a corner of a tract of land, now or formerly, owned

Exhibit "A"

by Miracle Faith Center, Inc. and at a corner of a tract of land now or formerly owned by Professional Collision Center of Pensacola, Inc.;

Thence Southwesterly along the boundary of said Miracle Faith Center tract and the boundary of said Professional Collision Center tract and subsequently along the boundary of a tract of land now or formerly owned by Regina Wade Soles and subsequently along the boundary of a tract of land now or formerly owned by the F. E. Booker Company a distance of 900.0 feet, more or less, to a point which is at a corner of said F. E. Booker Company tract and the **POINT OF BEGINNING**;

Thence Southeasterly, at a right angle, along the boundary of said F. E. Booker Company tract a distance of 203.5 feet, more or less, to a point which is at a corner of said F. E. Booker Company tract and on the northern right-of-way line of West Loretta Street;

Thence Southwesterly along the northern right-of-way line of said street a distance of 100.0 feet, more or less, to a corner of a tract of land now or formerly owned by Kishor Patel, et ux;

Thence Northwesterly, at a right angle, along the boundary of said Patel tract a distance of 203.5 feet, more or less, to a point which is at a corner of said Patel tract and on the boundary of said Miracle Faith Center tract;

Thence Northeasterly, at a right angle, along the boundary of said Miracle Faith Center tract a distance of 100.0 feet, more or less, to the point of beginning.

Containing 0.47 of an acre, more or less, and being all of Tract 403 of the Escambia Treating Company Superfund Site Project.

**Parcel 11**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at intersection of western right-of-way line of Palafox Highway (U. S. Highway No. 29/Florida State Road No. 95) and the northern line of the Pablo Palmes Grant;

Thence Northwesterly along the western right-of-way line of said highway a distance of 914.0 feet, more or less, to a point which is at a corner of a tract of land now or formerly owned by Miracle Faith Center, Inc. and at a corner of a tract of land now or formerly owned by Professional Collision Center of Pensacola, Inc.;

Thence Southwesterly along the boundary of said Miracle Faith Center tract and the boundary of said Professional Collision Center tract a distance of 400.0 feet, more or less, to a point which is at a corner of said Professional Collision Center tract and the **POINT OF BEGINNING**;

Thence Southeasterly, at a right angle, along the boundary of said Professional Collision Center tract a distance of 202 feet, more or less, to a point which is at a corner of said Professional Collision Center tract and on the northern right-of-way line of West Loretta Street;

Thence Southwesterly along the northern right-of-way line of said street a distance of 50.0 feet, more or less, to a corner of said Miracle Faith Center tract;

Thence Northwesterly, at a right angle, along the boundary of said Miracle Faith Center tract a distance of 202 feet, more or less, to a point which is at a corner of said Miracle Faith Center tract;

Thence Northeasterly, at a right angle, along the boundary of said Miracle Faith Center tract a distance of 50.0 feet, more or less, to the point of beginning.

Containing 0.23 of an acre, more or less, and being all of Tract 447 of the Escambia Treating Company Superfund Site Project.

### **Parcel 12**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at a point which is at the intersection of the western right-of-way line of Palafox Highway (U. S. Highway No. 29/Florida State Road No. 95) and the southern right-of-way line of West Loretta Street and at a corner of a tract of land now or formerly owned by B & M Starter and Alternator Service, Inc.;

Thence Southeasterly along the southern right-of-way line of said West Loretta Street which is along the boundary of said B & M Starter and Alternator Service tract a distance of 200 feet, more or less, to a point which is at a corner of said B & M Starter and Alternator Service tract and the **POINT OF BEGINNING**;

Thence Southeasterly, at a right angle, along the boundary of said B & M Starter and Alternator Service tract a distance of 82 feet, more or less, to a point which is at a corner of said B & M Starter and Alternator Service tract;

Thence Northeasterly, at a right angle, along the boundary of said B & M Starter and Alternator Service tract a distance of 61 feet, more or less, to a point which is at a corner of said B & M Starter and Alternator Service tract;

Thence Southeasterly, at a right angle, along the boundary of said B & M Starter and Alternator Service tract a distance of 106.5 feet, more or less, to a point which is at a corner of

Exhibit "A"

said B & M Starter and Alternator Service tract and on the northern right-of-way line of West 42<sup>nd</sup> Lane;

Thence Southwesterly along the northern right-of-way line of said West 42<sup>nd</sup> Lane a distance of 61 feet;

Thence Northwesterly, at a right angle, along the northern right-of-way line of said West 42<sup>nd</sup> Lane a distance of 3.5 feet;

Thence Southwesterly along the northern right-of-way line of said West 42<sup>nd</sup> Land a distance of 150 feet;

Thence Southeasterly along the northern right-of-way line of said West 42<sup>nd</sup> Land a distance of 3.5 feet;

Thence Southwesterly, at a right angle, along the northern right-of-way line of said West 42<sup>nd</sup> Land a distance of 235 feet, more or less, to a point which is at a corner of a tract of land, now or formerly, owned by the F. E. Booker Company;

Thence Northwesterly, at a right angle, along the boundary of said Booker Company tract a distance of 185.5 feet, more or less, to a point which is at a corner of said Booker Company tract and on the southern right-of-way line of said West Loretta Street;

Thence Northeasterly along the southern right-of-way line of said West Loretta Street a distance of 385 feet, more or less, to the point of beginning.

Containing 1.79 of an acre, more or less, and being all of Tracts 408, 409, 411, 412 and 415 of the Escambia Treating Company Superfund Site Project.

**Parcel 13**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Beginning at a point which is at the intersection of the western right-of-way line of Palafox Highway (U. S. Highway No. 29/Florida State Road No. 95) and the southern right-of-way line of West 42<sup>nd</sup> Lane;

Thence Southeasterly along the western right-of-way line of said Palafox Highway a distance of 85 feet, more or less, to a corner of a tract of land now or formerly owned by Jerry W. Mathes and Robert N. Heath;

Thence Southwesterly, at a right angle, along the boundary of said Mathes/Heath tract a distance of 420 feet, more or less, to a point which is at a corner of said Mathes/Heath tract;

Exhibit "A"

Thence Northwesterly, at a right angle, along the boundary of said Mathes/Heath tract a distance of 85 feet, more or less, to a point which is at a corner of said Mathes/Heath tract and on the southern right-of-way line of said West 42<sup>nd</sup> Lane;

Thence Northeasterly along the southern right-of-way line of said West 42<sup>nd</sup> Lane a distance of 420 feet, more or less, to the point of beginning.

Containing 0.83 of an acre, more or less, and being all of Tract 413 of the Escambia Treating Company Superfund Site Project.

**Parcel 14**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at a point which is at the intersection of the western right-of-way line of Palafox Highway (U. S. Highway No. 29/Florida State Road No. 95) and the southern right-of-way line of West 42<sup>nd</sup> Lane and at a corner of a tract of land now or formerly owned by Buck Commander, et ux;

Thence Southwesterly along the southern right-of-way line of said West 42<sup>nd</sup> Lane which is along the boundary of said Commander tract and subsequently along the boundary of a tract of land now or formerly owned by Jerry W. Mathes and Robert N. Heath a distance of 570 feet, more or less, to a point which is at a corner of said Mathes/Heath tract and the POINT OF BEGINNING;

Thence Southeasterly, at a right angle, along the boundary of said Mathes/Heath tract a distance of 200 feet, more or less, to a point which is at a corner of said Mathes/Heath tract and on the northern right-of-way line of West 41<sup>st</sup> Lane;

Thence Southwesterly along the northern right-of-way line of said West 41<sup>st</sup> Lane a distance of 460 feet, more or less, to a corner of a tract of land now or formerly owned by the F. E. Booker Company;

Thence Northwesterly, at a right angle, along the boundary of said Booker Company tract a distance of 200 feet, more or less, to a point on the southern right-of-way line of said West 42<sup>nd</sup> Lane;

Thence Northeasterly along the southern right-of-way line of said West 42<sup>nd</sup> Lane a distance of 460 feet, more or less, to the point of beginning.

Containing 2.18 acres, more or less, and being all of Tracts 414 and 416 of the Escambia Treating Company Superfund Site Project.

**Parcel 15**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at the northwest corner of Lot 4 of said Section 8;

Thence East along the north line of Lot 4 of said section a distance of 40 feet, more or less, to a point which is on the eastern right-of-way line of North Pace Boulevard (Florida State Road No. 292);

Thence continue East along the north line of Lot 4 of said section which is subsequently along the boundary of a tract of land now or formerly owned by D. C. Tolbert and Alberta Tolbert as Trustees of the D. C. Tolbert and Alberta Tolbert Family Trust and along the boundary of a tract of land now or formerly owned by Alberta Tolbert a distance of 138.02 feet, more or less, to a corner of a tract of said Tolbert Family Trust tract and at a corner of a tract of land now or formerly owned by Mattie L. Lewis;

Thence Southeasterly along the boundaries of said Tolbert Family Trust tract and said Lewis tract a distance of 115 feet, more or less, to a point which is at a corner of said Tolbert Family Trust tract and at a corner of a tract of land, now or formerly, owned by Alberta Tolbert and Nell Vina Gulley;

Thence continue Southeasterly along the boundaries of said Tolbert-Gulley tract and said Lewis tract a distance of 115 feet, more or less, to a point which is at a corner of said Lewis tract, at a corner of said Tolbert-Gulley tract and on the northern right-of-way line of Clarinda Lane;

Thence West along the northern right-of-way line of said Clarinda Lane which is along the boundary of said Tolbert-Gulley tract a distance of 67 feet, more or less, to a point which is at a corner of said Tolbert-Gulley tract and the **POINT OF BEGINNING**;

Thence continue West along the northern right-of-way line of said Clarinda Lane a distance of 40 feet, more or less, to a corner of another tract of land now or formerly owned by Alberta Tolbert and Nell Vina Gulley;

Thence North along the boundary of said other Tolbert-Gulley tract a distance of 100 feet, more or less, to a point which is at a corner of said Tolbert-Gulley tract and on the boundary of said Tolbert Family Trust tract;

Thence East along the boundary of said Tolbert Family Trust tract a distance of 40 feet, more or less, to a point which is at a corner of said Tolbert-Gulley tract;

Thence South along the boundary of said Tolbert-Gulley tract a distance of 100 feet, more or less, to the point of beginning.

Containing 0.09 of an acre, more or less, and being all of Tract 421 of the Escambia Treating Company Superfund Site Project.

**Parcel 16**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at the northwest corner of Lot 4 of said Section 8;

Thence East along the north line of Lot 4 of said section a distance of 40 feet, more or less, to a point which is on the eastern right-of-way line of North Pace Boulevard (Florida State Road No. 292);

Thence continue East along the north line of Lot 4 of said Section 8 which is subsequently along the boundary of a tract of land now or formerly owned by D. C. Tolbert and Alberta Tolbert as Trustees of the D. C. Tolbert and Alberta Tolbert Family Trust and along the boundary of a tract of land now or formerly owned by Alberta Tolbert a distance of 138.02 feet, more or less, to a point which is at a corner of a tract of said Tolbert Family Trust tract and the **POINT OF BEGINNING**;

Thence continue East along the north line of Lot 4 of said Section 8 which is along the boundary of said Alberta Tolbert tract and subsequently along the boundary of a tract of land, now or formerly, owned by the F. E. Booker Company and subsequently along the boundary of a tract of land, now or formerly, owned by Lloyd L. Simoneaux and subsequently along the boundary of a tract of land, now or formerly, owned by David R. Robinson and Selina A. Robinson a distance of 675 feet, more or less, to a point which is at a corner of said Robinson tract;

Thence Northwesterly along the boundary of said Robinson tract a distance of 70 feet, more or less, to a corner of said Robinson tract;

Thence Northeasterly, at a right angle, along the boundary of said Robinson tract a distance of 100 feet, more or less, to a point which is at a corner of said Robinson tract and on the western right-of-way line of Clover Lane;

Thence Southeasterly along the western right-of-way line of said Clover Land a distance of 50 feet, more or less, to the southern right-of-way line of West 40<sup>th</sup> Lane;

Exhibit "A"

Thence Northeasterly along the southern right-of-way line of said West 40<sup>th</sup> Lane a distance of 110 feet, more or less, to a corner of a tract of land, now or formerly, owned by JAB Investments;

Thence Southeasterly, at a right angle, along the boundary of said JAB Investments tract a distance of 182.75 feet, more or less, to a point which is on the north line of Lot 4 of said Section 8, at a corner of said JAB Investments tract and on the boundary of a tract of land now or formerly owned by the Estate of Joseph Thrash, Jr.;

Thence West along the north line of Lot 4 of said section which is along the boundary of said Thrash tract a distance of 20 feet, more or less, to a corner of said Thrash tract;

Thence Southeasterly along the boundary of said Thrash tract a distance of 272.25 feet, more or less, to a point which is at a corner of said Thrash tract and on the northern right-of-way line of Clarinda Lane;

Thence West along the northern right-of-way line of said lane a distance of 984.65 feet, more or less, to a corner of said Tolbert-Gulley tract;

Thence Northeasterly along the boundary of said Tolbert-Gulley tract and subsequently along the boundary of said Tolbert Family Trust tract a distance of 230 feet, more or less, to the point of beginning.

Containing 5.93 acres, more or less, and being all of Tracts 423, 424, 426, 427, 428, 429, 431, 434, 436, 437, 438, 439, 441 and 446 of the Escambia Treating Company Superfund Site Project.

**Parcel 17**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Beginning at a point which is at the northeast corner of Lot 4 of said Section 8, on the boundary of a tract of land now or formerly owned by Earl G. Pitman, Jr. and Thomas B. McClendon and at a corner of a tract of land now or formerly owned by Walters Properties, LLC;

Thence Southeasterly along the boundary of said Pitman and McClendon tract a distance of 220 feet, more or less, to a point which is on the northern right-of-way line of Clarinda Lane, at a corner of said Pitman and McClendon tract and at a corner of a tract of land now or formerly owned by Goldstein Enterprises, L.L.C.;

Thence Southwesterly and Westerly along the northern right-of-way line of said lane which is along the boundary of said Goldstein Enterprises tract a distance of 316.91 feet, more or less, to a corner of a tract of land, now or formerly, owned by the Estate of Joseph Thrash, Jr.;



Exhibit "A"

Thence North, at a right angle, along the boundary of said Thrash tract a distance of 135.56 feet, more or less, to a corner of said Thrash tract;

Thence East, at a right angle, along the boundary of said Thrash tract a distance of 20.64 feet, more or less, to a corner of said Thrash tract;

Thence Northwesterly along the boundary of said Thrash tract a distance of 98.27 feet, more or less, to a point which is on the north line of Lot 4 of said Section 8, a corner of said Thrash tract and on the boundary of said Walters Properties tract;

Thence East along the north line of Lot 4 of said Section 8 which is along the boundary of said Walters Properties tract a distance of 187.2 feet, more or less, to the point of beginning.

Containing 1.11 acres, more or less, and being Tracts 443 and 444 of the Escambia Treating Company Superfund Site Project.

**Parcel 18**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at a point which is 698.67 feet north of the southwest corner of Lot 4 of said Section 8;

Thence East along a line parallel with the north line of Lot 4 of said section a distance of 466.65 feet, more or less, to a point which is at a corner of a tract of land, now or formerly, owned by Ferriss Moving & Storage Co., Inc. and the **POINT OF BEGINNING**;

Thence North, at a right angle, along the boundary of said Ferriss Moving & Storage Co. tract a distance of 128.2 feet, more or less, to a point which is at a corner of said Ferriss Moving & Storage Co. tract and on the southern right-of-way line of Clarinda Lane;

Thence East along the southern right-of-way line of said lane a distance of 360 feet, more or less, to a corner of a tract of land, now or formerly, owned by William R. Johnson, et ux;

Thence Southeasterly along the boundary of said Johnson tract a distance of 210 feet, more or less, to a point which is at a corner of said Johnson tract and on the boundary of a tract of land, now or formerly, owned by Whitesell-Green, Inc.;

Thence West along the boundary of said Whitesell-Green, Inc. tract a distance of 210 feet, more or less, to a point which is at a corner of said Whitesell-Green, Inc. tract and on the boundary of a tract of land, now or formerly, owned by Tom White the Printer, Inc.;

Exhibit "A"

Thence Northwesterly along the boundary of said Tom White the Printer, Inc. tract a distance of 75 feet, more or less, to a corner of said Ferriss Moving & Storage Co. tract;

Thence West along the boundary of said Ferriss Moving & Storage Co. tract a distance of 193.35 feet, more or less, to the point of beginning.

Containing 1.46 acres, more or less, and being all of Tracts 452, 453, 454 and 456 of the Escambia Treating Company Superfund Site Project.

**Parcel 19**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at a point which is 698.67 feet north of the southwest corner of Lot 4 of said Section 8;

Thence East along a line parallel with the north line of Lot 4 of said section a distance of 316.65 feet, more or less, to a point which is on the boundary of a tract of land now or formerly owned by Ferriss Moving & Storage Co., Inc., at a corner of a tract of land now or formerly owned by Robert Hartley and Vanessa M. Hartley and the **POINT OF BEGINNING**;

Thence North, at a right angle, along the boundary of said Hartley tract a distance of 128.2 feet, more or less, to a point which is at a corner of said Hartley tract and on the southern right-of-way line of Clarinda Lane;

Thence East along the southern right-of-way line of said lane a distance of 70 feet, more or less, to a corner of said Ferriss Moving & Storage Co. tract;

Thence South, at a right angle, along the boundary of said Ferriss Moving & Storage Co. tract a distance of 128.2 feet, more or less, to a point which is at a corner of said Ferriss Moving & Storage Co. tract;

Thence West, at a right angle, along the boundary of said Ferriss Moving & Storage Co. tract a distance of 70 feet, more or less, to the point of beginning.

Containing 0.20 of an acre, more or less, and being all of Tract 451 of the Escambia Treating Company Superfund Site Project.

**Parcel 20**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Exhibit "A"

Commencing at a point which is 698.67 feet north of the southwest corner of Lot 4 of said Section 8;

Thence East along a line parallel with the north line of Lot 4 of said section a distance of 266.65 feet, more or less, to a point which is at a corner of a tract of land, now or formerly, owned by Robert Hartley and Vanessa M. Hartley, at a corner of a tract of land, now or formerly, owned by Ferriss Moving & Storage Co., Inc., at a corner of a tract of land now or formerly owned by LOJ, LLC and the **POINT OF BEGINNING**;

Thence East along the boundary of said LOJ, LLC tract a distance of 79.2 feet, more or less, to a point which is at a corner of said LOJ, LLC tract and at a corner of a tract of land, now or formerly, owned by H. L. Davis Company, Inc.;

Thence Northwesterly along the boundary of said Davis Company tract and subsequently along the boundary of a tract of land now or formerly owned by Pierre J. Habecker and Wanda J. Habecker a distance of 99.53 feet, more or less, to a point which is at a corner of a tract of land now or formerly owned by Escambia County, Florida;

Thence East along the boundary of said Escambia County tract a distance of 45.63 feet, more or less, to a point which is at a corner of said Escambia County tract;

Thence North, at a right angle, along the boundary of said Escambia County a distance of 32.02 feet, more or less, to a point which is at a corner of said Escambia County tract and on the southern right-of-way line of Clarinda Lane;

Thence East along the southern right-of-way line of said lane a distance of 50 feet, more or less, to a corner of said Hartley tract;

Thence South, at a right angle, along the boundary of said Hartley tract a distance of 14.35 feet, more or less, to a point which is at a corner of said Hartley tract;

Thence East along the boundary of said Hartley tract a distance of 8.0 feet, more or less, to a point which is at a corner of said Hartley tract;

Thence South, at a right angle, along the boundary of said Hartley tract a distance of 56.3 feet, more or less, to a point which is at a corner of said Hartley tract;

Thence West, at a right angle, along the boundary of said Hartley tract a distance of 8.0 feet, more or less, to a point which is at a corner of said Hartley tract;

Thence South along the boundary of said Hartley tract a distance of 57.55 feet, more or less, to the point of beginning.

Exhibit "A"

Containing 0.26 of an acre, more or less, and being all of Tracts 448, 457 and 458 of the Escambia Treating Company Superfund Site Project.

Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 containing in the aggregate 55.40 acres, more or less.

**Parcel 21**

(Formerly Rosewood Terrace Subdivision)

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as being:

All of Lots 1-19, Block "A", Lots 1-20, Block "B", Lots 1-4, Block "C", Lots 1-16, Block "D" and Lots 1-7, Block "E", Unit No. 1, of Rosewood Terrace Subdivision, a subdivision of a portion of said Section 8, according to the plat of said subdivision thereof recorded in Plat Book 5, Page 11, of the records in the office of the Clerk of the Circuit Court of Escambia County, Florida.

Containing 14.28 acres, more or less, and being all of Tracts 101, 102, 103, 104, 106, 107, 108, 109, 111, 112, 113, 114, 116, 117, 118, 119, 121, 122, 123, 124, 126, 127, 128, 129, 131, 132, 133, 134, 136, 137, 138, 139, 141, 142, 143, 144, 146, 147, 148, 149, 151, 152, 153, 154, 156, 157, 158, 159, 161, 162, 163, 164, 166, 167, 168, 169, 171, 172, 173, 174, 176, 177, 178, 179, 181 and 182 of the Escambia Treating Company Superfund Site Project.

This instrument prepared by:

Stacey A. Haire, Attorney-Advisor  
Office of Environmental Accountability  
U.S Environmental Protection Agency, Region 4  
61 Forsyth Street, S.W.  
Atlanta, GA 30303

### DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (hereinafter "Declaration") is given this 2 day of April, 2013, by the United States ("Grantor"), by and through the U.S. Environmental Protection Agency, Facilities Management and Services Division, whose address is Office of Administration, Ariel Rios Building, 1200 Pennsylvania Avenue N.W., Washington, D.C., 20460, to the State of Florida Department of Environmental Protection (hereinafter "FDEP" or "Grantee").

### RECITALS

- A. **WHEREAS**, Grantor is the fee simple owner of a group of contiguous parcels of land situated in the County of Escambia, State of Florida, **formerly known as the Rosewood Terrace Subdivision**, and more particularly described in *Exhibit A* attached hereto and made a part hereof (hereinafter the "Property");
- B. **WHEREAS**, The Property subject to this restrictive covenant is a portion of the properties known as the Escambia Wood Treating Company Superfund Site ("Site"), which the U.S. Environmental Protection Agency ("EPA") placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on December 16, 1994, at 59 Fed. Reg. 65206, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605.
- C. **WHEREAS**, in an Interim Record of Decision dated February 12, 1997 (the "Interim ROD"), a Record of Decision dated September 25, 2002 (the "ROD for OU1"), and a Record of Decision dated September 29, 2008 (the "ROD for OU2"), the EPA Region 4 Regional Administrator selected "remedial actions" for the Site.
- D. **WHEREAS**, the remedial actions selected pursuant to the EPA RODs have and will continue to be performed on the Site.
- E. **WHEREAS**, contaminants in excess of allowable concentrations for unrestricted use will remain at the Property after completion of the remedial actions.



- F. **WHEREAS**, it is the intent of the restrictions in this declaration to reduce or eliminate the risk of exposure of the contaminants to the environment and to users or occupants of the property and to reduce or eliminate the threat of migration of the contaminants.
- G. **WHEREAS**, it is the intention of all parties that EPA is a third party beneficiary of said restrictions and said restrictions shall be enforceable by the EPA, FDEP, and their successor agencies.
- H. **WHEREAS**, the parties hereto have agreed: (1) to impose on the Property use restrictions as covenants that will run with the land for the purpose of protecting human health and the environment; and (2) to grant an irrevocable right of access over the Property to the Grantee and its agents or representatives for purposes of implementing, facilitating, and monitoring the remedial action; and
- I. **WHEREAS**, Grantor deems its desirable and in the best interest of all present and future owners of the Property that the Property be held subject to certain restrictions and changes, that will run with the land, for the purpose of protecting human health and the environment, all of which are more particularly hereinafter set forth.

**NOW THEREFORE**, Grantor, on behalf of itself and its successors and assigns, in consideration of the recitals above, the terms of the Records of Decision, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, does hereby covenant and declare that the Property shall be subject to the restrictions on use set forth below, which shall touch and concern and run with the title of the property, and does give, grant, and convey to the Grantee, and its assigns: (1) an irrevocable use restriction and site access covenant of the nature and character, and for the purposes hereinafter set forth; and (2) the perpetual right to enforce said covenants and use restrictions, with respect to the Property. Grantor further agrees as follows:

- A. The foregoing recitals are true and correct and are incorporated herein by reference.
- B. Grantor hereby imposes on the Property the following restrictions:
  - 1. **Restrictions on Use:** The following covenants, conditions, and restrictions apply to the use of the Property:
    - a. Groundwater shall not be used for any purpose until state groundwater standards and the groundwater cleanup standards identified in the ROD for OU2 are met.
    - b. There shall be no drilling for water conducted on the Property, nor shall any wells, including monitoring wells, be installed on the Property unless pre-approved by FDEP.

Exhibit "B"

- c. Attached as *Exhibit B*, and incorporated by reference herein, is a survey map identifying the size and location of existing surface water and storm water management systems, including storm water swales, storm water detention or retention facilities, and ditches on the Property. Such existing features shall not be altered, modified, or expanded without prior approval from the FDEP. Additionally, there shall be no construction of new stormwater swales, stormwater detention or retention facilities, or ditches on the Property without prior written approval from the FDEP.
- d. The Property shall be used solely for commercial, industrial, or manufacturing purposes, except that the Property shall not be used for any business involving temporary or permanent housing of individuals. The following uses are forbidden unless FDEP grants prior approval in accordance with Paragraph 3 of this Declaration:
  - i. The Property shall not be used for residential purposes, including mobile homes, hotels, motels, apartments, dormitories, campgrounds, group homes, retirement communities, or temporary shelters.
  - ii. The property shall not be used for day care centers, kindergartens, or elementary or secondary schools.
  - iii. The property shall not be used for playgrounds, athletic fields, or camps.
  - iv. The property shall not be used for mining or agricultural purposes, including community gardens and forestry.
- e. On-site engineering controls, including the engineered containment cell and soil cover system on the Property, as identified on the survey map in *Exhibit B*, shall be maintained. This restriction may only be modified pursuant to Paragraph 3 of this Declaration. Should future development require interference with on-site engineering controls, additional response actions may be necessary. Prior to any construction activities, a plan must be submitted and approved by FDEP to address and ensure the appropriate management of any contaminated soil that may be encountered during construction.
- f. No actions shall be taken that would damage or interfere with the engineered containment cell, soil cover system, storm or surface water management system, or groundwater monitoring system, including monitoring wells, sump cleanouts, piping, or other such remedial technology used in the environmental remediation and restoration on the Property.
- g. Design and Construction Restrictions. Because of the danger of damaging the engineered containment cell, the following activities are restricted at the Property:

Exhibit "B"

- i. Deep foundations such as pilings or piers are prohibited.
- ii. All foundations constructed on the engineered containment cell shall be shallow foundations and shall comply with the following:
  - a. A minimum of two feet of soil shall be maintained between the bottoms of building foundations and the top of the engineered containment cell.
  - b. Building foundation loads must be limited not to exceed the strength of the overlying cap soil cover and the geosynthetic material of the containment cell. The foundation design shall restrict the load on the underlying geosynthetics of the engineered cap to no greater than 3,500 pound per square foot.
  - c. The sand fill materials used below all foundations for the cover soils must be compacted to a minimum density of 95 percent of maximum density in accordance with ASTM D1557 below all foundations.
- iii. Deep rooted vegetation (i.e., root depth greater than 4 feet) is prohibited.
- iv. Road Construction.
  - a. A minimum of 18 inches of the existing sand cover soil must be left between the road base material and the top of the engineered containment cell geosynthetic materials.
  - b. A minimum of three feet of total cover must be left over the engineered containment cell geosynthetic materials such that there is always a minimum of three feet between the final surface of a roadway and the engineered containment cell.
- v. Railroad Construction.
  - a. A minimum of 24 inches of the existing sand cover soil must be left between the base material of the railroad and the top of the engineered containment cell geosynthetic materials.
  - b. A minimum of three feet of total cover must be left over the engineered containment cell geosynthetic materials such that there is always a minimum of three feet between the final surface of a railroad and the engineered containment cell.
- vi. Underground Utilities.
  - a. A minimum of 18 inches must be left between the bottom of any utility or stormwater drainage pipe trench and the top of the engineered containment cell geosynthetic materials.



- b. Utility installations shall not tie into or interfere with the engineered containment cell subsurface drainage system.
  - vii. Light Pole Foundations.
    - a. A minimum of 18 inches of soil must remain between the base of light pole foundations and the top of the engineered containment cell geosynthetic materials.
    - b. The foundation design shall restrict the load on the underlying geosynthetics of the engineered cap to no greater than 3,500 pound per square foot.
  - viii. Site Grading.
    - a. As part of any grading operations at the Property, including for parking areas and roads, a minimum of three feet of total cover must be left between the final surface and engineered containment cell geosynthetic materials.
    - b. Additional fill materials may be used to raise the final surface, so long as the restrictions in this document regarding the construction or installation of foundations, utilities, roads, railroads, and storm water drainage systems are met.
  - ix. Storm Water Drainage Control.
    - a. Construction of storm water infiltration structures or ponds (including lined landscaping ponds) is prohibited.
    - b. Any storm water ditches shall be lined to minimize infiltration into the soil cover above the engineered containment cell.
    - c. Storm water control systems shall not tie into or interfere with the engineered containment cell subsurface drainage system.
2. **Irrevocable Covenant for Site Access:** Grantor hereby grants to the Grantee, its agents and representatives, an irrevocable, permanent and continuing right of access at all reasonable times to the Property for purposes of:
- a. Implementing the response actions in the ROD for OU1 and the ROD for OU2;
  - b. Verifying any data or information submitted to EPA and Grantee;
  - c. Verifying that no action is being taken on the Property in violation of the terms of this instrument or of any federal or state environmental laws or regulations;

- d. Monitoring response actions on the Site and conducting investigations relating to contamination on or near the Site, including, without limitation, sampling of air, water, sediments, soils, and specifically, without limitation, obtaining split or duplicate samples; and
  - e. Conducting periodic reviews of the remedial action, including but not limited to, reviews required by applicable statutes and/or regulations.
3. **Modification:** This Declaration shall not be modified, amended, or terminated without the written consent of FDEP or its successor agency. FDEP shall not consent to any such modification, amendment, or termination without the written consent of EPA.
4. **Reserved Rights:**
- a. **Reserved Rights of Grantor:** Grantor hereby reserves unto itself, its successors and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights and covenants granted herein.
  - b. **Reserved Rights of EPA:** Nothing in this document shall limit or otherwise affect EPA's rights of entry and access or EPA's authority to take response actions under CERCLA, the NCP, or other federal law. **EPA expressly maintains its full authority to conduct response actions at and obtain access to the Property under Section 104 of CERCLA and its attendant regulations.**
  - c. **Reserved Rights of Grantee:** Nothing in this document shall limit or otherwise affect Grantee's rights of entry and access or authority to act under state or federal law.
5. **Notice Requirement:** Grantor agrees to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

**NOTICE: THE INTEREST CONVEYED HEREBY IS  
SUBJECT TO A DECLARATION OF RESTRICTIVE  
COVENANTS, DATED \_\_\_\_\_, 201\_\_, RECORDED  
IN THE PUBLIC LAND RECORDS OF ESCAMBIA  
COUNTY, FLORIDA, ON \_\_\_\_\_, 201\_\_, IN BOOK  
\_\_\_\_\_, PAGE \_\_\_\_\_, IN FAVOR OF, AND  
ENFORCEABLE BY, THE STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION.**

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor must provide Grantee and EPA with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

6. **Administrative Jurisdiction:** FDEP or any successor state agency having administrative jurisdiction over the interests acquired by the State of Florida by this instrument is the Grantee. EPA is a third party beneficiary to the interests acquired by Grantee.
7. **Enforcement:** The Grantee shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. It is expressly agreed that EPA is not the recipient of a real property interest but is a third party beneficiary of the Declaration of Restrictive Covenants, and as such, has the right of enforcement. Enforcement of the terms of this instrument shall be at the discretion of the entities listed above, and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantee under this instrument.
8. **Damages:** Grantee shall be entitled to recover damages for violations of the terms of this instrument, or for any harm to the remedial action, to the public or to the environment protected by this instrument, due to a violation of the terms of this instrument.
9. **Waiver of Certain Defenses:** Grantor hereby waives any defense of laches, estoppel, or prescription.
10. **Covenants:** Grantor hereby covenants to and with the Grantee, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, except those noted on *Exhibit C* attached hereto.
11. **Notices:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, referring to the Site name and Site ID number (04GS), and addressed as follows:

To Grantor: Chief, Superfund Remedial Section C Superfund Division U.S. EPA Region 4 61 Forsyth Street, SW Atlanta, GA 30303	To Grantee: Bureau Chief, Waste Cleanup FDEP M.S. 4505 2600 Blair Stone Road Tallahassee, FL 32399
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12. **Recording in Land Records:** Grantor shall record this Declaration of Restrictive Covenants in timely fashion in the Official Records of Escambia County, Florida, with no encumbrances other than those noted in *Exhibit C*, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this document in the public records.

13. **General Provisions:**

- a. **Controlling Law:** The interpretation and performance of this instrument shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the State of Florida, where the Property is located.
- b. **Liberal Construction:** Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effectuate the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c. **Severability:** If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d. **Entire Agreement:** This instrument sets forth the entire agreement of the parties with respect to rights and restrictions created hereby and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.
- e. **No Forfeiture:** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- f. **Successors:** The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the entities named at the beginning of this document, identified as "Grantor" and their successors, and assigns. The term "Grantee", wherever used herein, and any pronouns used in place thereof, shall include the entity named at the beginning of this document, identified as "Grantee" and its successors, and assigns. The rights of the Grantee and Grantor under this instrument are freely assignable, subject to the notice provisions hereof.
- g. **Captions:** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

- h. Counterparts: The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

**TO HAVE AND TO HOLD** unto the State of Florida Department of Environmental Protection and its successors and assigns forever.

**IN WITNESS WHEREOF**, Grantor has caused this Agreement to be signed in its name.

Executed this 2 day of April, 2013.

GRANTOR:

Bridget C. Shea  
Bridget C. Shea, Director  
Facilities Management and Services Division  
Office of Administration  
Office of Administration and Resources Management  
U.S. Environmental Protection Agency

Signed, sealed and delivered in the presence of:

[Signature]  
Witness

Raphael D. Jackson April 2, 2013  
Print Name Date

[Signature]  
Witness

Raynaldo Daniels Jr April 2, 2013  
Print Name Date



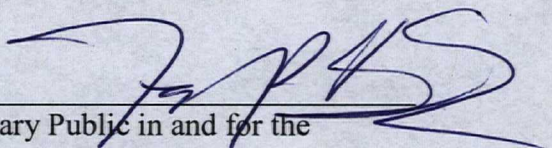
*Xette M. Jackson*

DISTRICT OF COLUMBIA

On this 2 day of APRIL, 2013, before me, the undersigned, a Notary Public in and for the State of Florida, duly commissioned and sworn, personally appeared ~~Bridget C. Shea~~ <sup>Acting</sup> known to be the **Director of the Facilities Management and Services Division of the Office of Administration**, Office of Administration and Resources Management, U.S. Environmental Protection Agency, who executed the foregoing **Declaration of Restrictive Covenants**, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

Witness my hand and official seal hereto affixed the day and year written above.

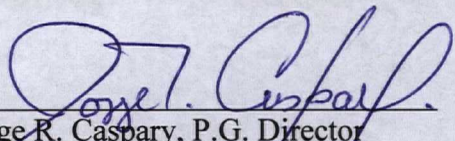


  
Notary Public in and for the  
District of Columbia  
FRANCIS P. BONDS  
NOTARY PUBLIC, DISTRICT OF COLUMBIA  
My Commission Expires: 9/30/16

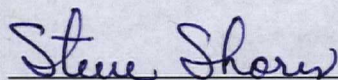


STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

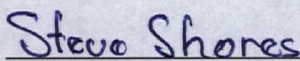
By:

  
Jorge R. Caspary, P.G. Director  
Division of Waste Management  
Florida Department of Environmental Protection

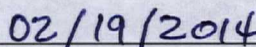
Signed, sealed and delivered in the presence of:



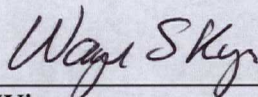
Witness



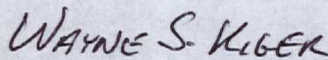
Print Name



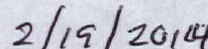
Date



Witness



Print Name



Date

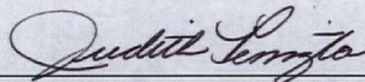
STATE OF FLORIDA  
COUNTY OF LEON

On this 19<sup>th</sup> day of FEBRUARY, 2014, before me, the undersigned, a Notary Public in and for the State of Florida, duly commissioned and sworn, personally appeared **Jorge Caspary**, known to be the **Director of the Division of Waste Management, Florida Department of Environmental Protection**, the State Agency that executed the foregoing **Declaration of Restrictive Covenants**, and acknowledged the said instrument to be the free and voluntary act and deed of said Agency, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

Witness my hand and official seal hereto affixed the day and year written above.



JUDITH PENNINGTON  
MY COMMISSION # EE 022582  
EXPIRES: September 10, 2014  
Bonded Thru Budget Notary Services



Notary Public in and for the  
State of Florida

My Commission Expires: SEPTEMBER 10, 2014

Exhibit "B"

*Exhibit A*

**LEGAL DESCRIPTION**

(Neighborhood Formerly Known as Rosewood Terrace)

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as being:

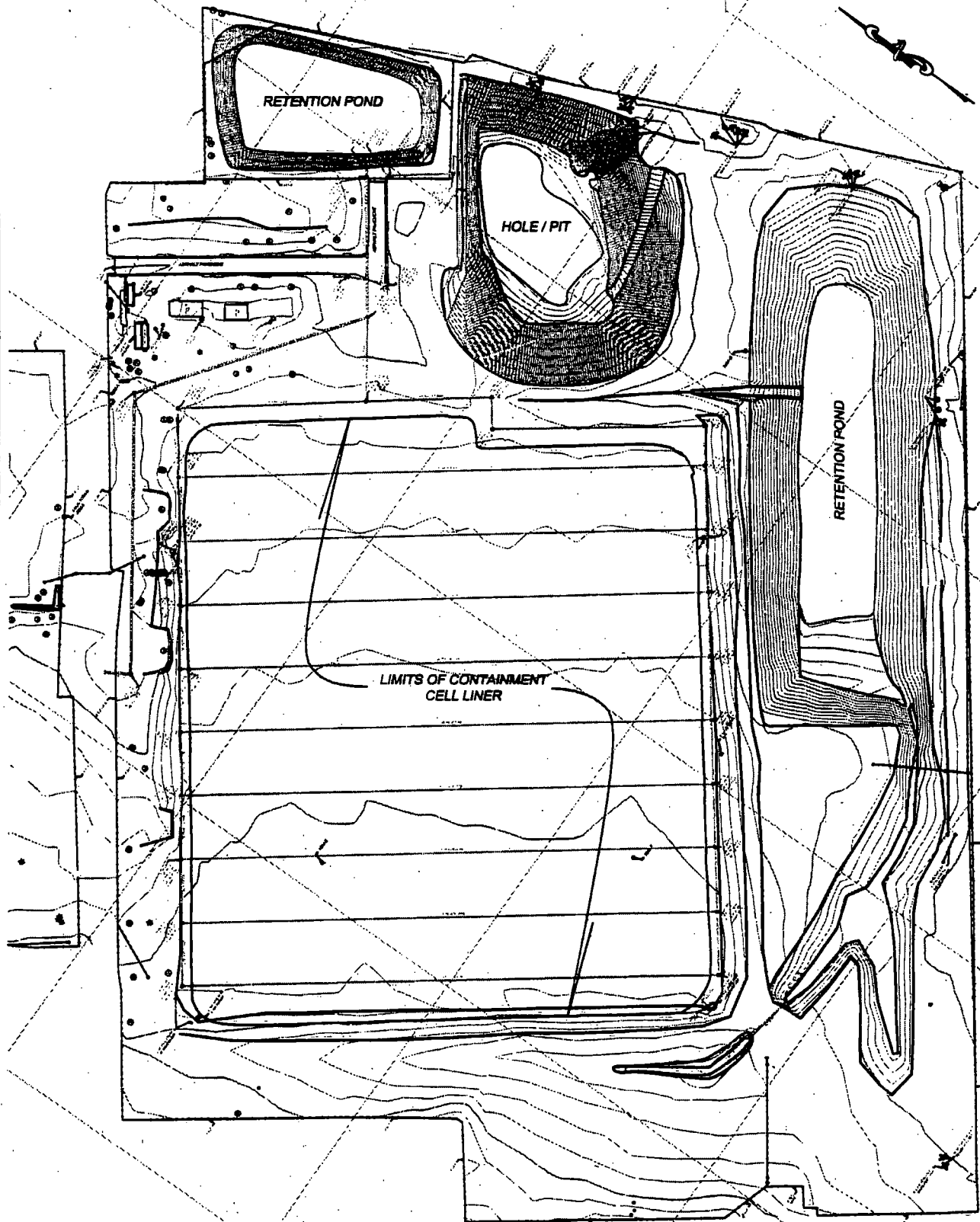
All of Lots 1-19, Block "A", Lots 1-20, Block "B", Lots 1-4, Block "C", Lots 1-16, Block "D" and Lots 1-7, Block "E", Unit No. 1, of Rosewood Terrace Subdivision, a subdivision of a portion of said Section 8, according to the plat of said subdivision thereof recorded in Plat Book 5, Page 11, of the records in the office of the Clerk of the Circuit Court of Escambia County, Florida.

Containing 14.28 acres, more or less, and being all of Tracts 101, 102, 103, 104, 106, 107, 108, 109, 111, 112, 113, 114, 116, 117, 118, 119, 121, 122, 123, 124, 126, 127, 128, 129, 131, 132, 133, 134, 136, 137, 138, 139, 141, 142, 143, 144, 146, 147, 148, 149, 151, 152, 153, 154, 156, 157, 158, 159, 161, 162, 163, 164, 166, 167, 168, 169, 171, 172, 173, 174, 176, 177, 178, 179, 181 and 182 of the Escambia Treating Company Superfund Site Project.



Exhibit "B"

Exhibit B



WARNING  
IF THIS BAR DOES NOT MEASURE 1/2" THIS COPY OF THIS DOCUMENT IS NOT TO SCALE

CADD	NAME	DATE
DESIGNED BY	-	-/00
DRAWN BY	-	-/00
CHECKED BY	-	-/00
APPROVED BY	-	-/00
FILE	Final_Topog.dwg	



**DRMP**  
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS  
Certificate of Authorization No. 2648

1096 Highway 90 ~ Chipley, Florida 32428 850.638.1086

SITE EXHIBIT

**ESCAMBIA WOOD TREATMENT  
SUPERFUND SITE**

ESCAMBIA COUNTY

PROJECT NO.	07-1020.000
DATE	DEC. 2011
SCALE	NOT TO SCALE
SHEET	1 of 1

FLORIDA

***Exhibit C***

(to Declaration of Restrictive Covenants for the area  
formerly known as the Rosewood Terrace Subdivision)

**LIST OF ENCUMBRANCES**

**Tracts 101, 102, 103, 104, 106, 107, 108, 109, 111, 112, 113, 114, 116, 117, 118, 119, 131, 132, 133, 137, 138, 139, 141, 142, 143, 144, 146, 147, 148, 149, 151, 152, 153, 154, 156, 157, 158, 159, 161, 162, 163, 164, 166, 167, 168, 169, 171, 172, 173, 174 176, 177, 178, 179, 181 and 182**

1. Subject to terms, provisions, conditions, easements, restrictions and rights of assessments created by and set forth in that certain Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 502 at Page 137 of the Public Records of Escambia County, Florida.
2. Easement in favor of Gulf Power Company as recorded in Deed Book 519 at Page 292 of the Public Records of Escambia County, Florida.

**Tracts 121, 122, 123, 124, 126, 127, 128 and 129**

1. Subject to terms, provisions, conditions, easements, restrictions and rights of assessments created by and set forth in that certain Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 506 at Page 536 of the Public Records of Escambia County, Florida.
2. Easement in favor of Gulf Power Company as recorded in Deed Book 519 at Page 292 of the Public Records of Escambia County, Florida.

**Tracts 134 and 136**

1. Restrictive covenants, conditions and easements as contained in instrument recorded in Deed Book 515 at Page 460, together with all amendments thereto, of the Public Records of Escambia County, Florida.
2. Easement in favor of Gulf Power Company as recorded in Deed Book 519 at Page 292 of the Public Records of Escambia County, Florida.