

THIS INSTRUMENT PREPARED BY:

F. JOSEPH ULLO, JR., ESQUIRE  
LEWIS, LONGMAN & WALKER, P.A.  
315 SOUTH CALHOUN STREET,  
SUITE 830  
TALLAHASSEE, FL 32202  
(850) 222-5702

### DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 22<sup>nd</sup> day of April, 2014, by Bank of Tampa, a Florida Banking Corporation, (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

#### RECITALS

- A. GRANTOR is the fee simple owner of that certain real property situated in the County of Pinellas, State of Florida, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter the "Restricted Property").
- B. The Restricted Property is located across the street and south of Building 100 of the Young - Rainey STAR Center at southwest corner of Bryan Dairy Road and Belcher Road (hereinafter the "Building 100 Property").
- C. The FDEP Facility Identification Number for the Building 100 Property is FL6 890 090 008 (PIN12). This Declaration addresses the presence of offsite contamination that was discovered on the Restricted Property on or about May 2011 and associated with the Building 100 Property Solid Waste Management Unit ("SWMU") discharges of chlorinated solvents that were originally reported by the U.S. Department of Energy ("DOE") to the USEPA on December 14, 1987.
- D. Unless otherwise modified, removed or released, the Restricted Property is also subject to a Deed Restriction and Covenant Against Residential Use, required Engineering Controls, and a Reservation of Access as recorded in the Official Records of Pinellas County at Book 16419, Pages 419 and other permitted encumbrances listed therein.
- E. The presence of chlorinated solvents in groundwater beneath the Restricted Property is documented in the following reports that are incorporated by reference.

1. Long-Term Surveillance and Maintenance Plan for the Pinellas Site, November 2012, submitted by the U.S. DOE.
2. Sitewide Environmental Monitoring, Semiannual Progress Report for the Young - Rainey STAR Center, submitted by the U.S. DOE and dated December 2012 through May 2013.
3. Building 100 Area Corrective Measures Study Report Addendum for the Young - Rainey STAR Center, submitted by the U.S. DOE, July 2006.

F. The reports noted in Recital E set forth the nature and extent of the contamination that is located on the Restricted Property. These reports confirm that contaminated groundwater, as defined by Chapter 62-780 Florida Administrative Code ("F.A.C."), exists on the Restricted Property. Also, these reports document that the groundwater is undergoing monitoring. This Declaration further restricts the use of groundwater on the Restricted Property.

G. The intent of the restrictions in this Declaration is to reduce or eliminate the risk of exposing users or occupants of the Restricted Property to the groundwater contaminants and to reduce or eliminate the threat of migration of the groundwater contaminants.

H. The FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration and achievement of site rehabilitation in accordance with Rule 62-780.680(3), F.A.C. The FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of chlorinated solvents increase above the levels approved in the Order, or if a subsequent discharge occurs at the Restricted Property, the FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. FL6 890 090 008 (PIN12) can be found by contacting the appropriate FDEP district office or bureau.

J. GRANTOR deems it desirable and in the best interest of all present and future owners of the Restricted Property that an Order be obtained for the Building 100 SWMU and that the Restricted Property be held subject to certain restrictions and engineering controls, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce the FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR hereby imposes on the Restricted Property the following restrictions:

a.i. There shall be no use of the groundwater under the Restricted Property. There shall be no drilling for water conducted on the Restricted Property, nor shall any wells be installed on the Restricted Property other than monitoring wells, remediation wells, or other remedial systems unless pre-approved in writing by FDEP's Division of Waste Management ("DWM") in addition to any authorizations required by the Division of Water Resource Management ("DWRM") and the Water Management District ("WMD").

a.ii. For any dewatering activities on the Restricted Property a plan approved by FDEP's DWRM and WMD must be in place to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Restricted Property at reasonable times and with five (5) calendar days notice to the GRANTOR. Access to the Property is granted by an adjacent public right of way via Bryan Dairy Road.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Restricted Property, run with the land and with the title to the Restricted Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Restricted Property or any part thereof. The FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the FDEP to exercise its right in the event of the failure of the GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and the FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by DOE. If the GRANTOR is unable to comply with any or all of the provisions of this Declaration, the GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Restricted Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Restricted Property.

6. In order to ensure the perpetual nature of these restrictions, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Restricted Property, the GRANTOR agrees to notify in writing all proposed tenants of the Restricted Property of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must have been achieved on the Restricted Property. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and the FDEP and be recorded by the real property owner as an amendment hereto.

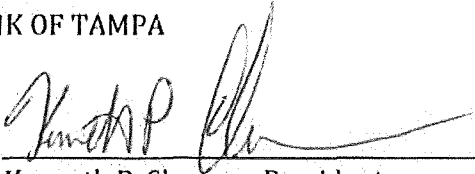
8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Restricted Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Restricted Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration or that is superior to the restrictive covenant described in this Declaration, unless a joinder and consent, and subordination of such interests, as applicable, is attached hereto.

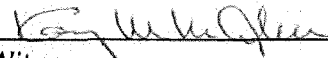
**[DECLARATION EXECUTED ON FOLLOWING PAGES]**

IN WITNESS WHEREOF, Bank of Tampa has executed this instrument, this 22<sup>nd</sup> day of April, 2014.


BANK OF TAMPA

By:   
Kenneth P. Cherven, President  
Pinellas Division  
200 Central Avenue  
St. Petersburg, FL 33701

Signed, sealed and delivered in the presence of:

  
Witness  
Print Name: Kay M. McALEER

Date: 4-22-14

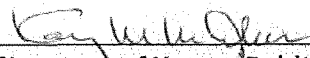
  
Witness  
Print Name: MARCIA B. Dumont

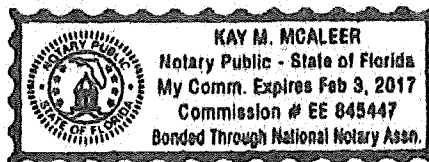
Date: 4/22/14

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of April, 2014,  
by KENNETH P. CHERVEN.  
Personally Known OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

  
Signature of Notary Public



Approved as to form by:

Toni Sturtevant  
Toni Sturtevant, Asst. General Counsel  
Office of General Counsel

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION  
By:

Jorge Caspary  
JORGE CASPARY,  
Director

Dept. of Environmental Protection  
Division of Waste Management  
2600 Blairstone Road  
Tallahassee, FL 32399-2400

Signed, sealed, and delivered in  
in the presence of:

Melody Johnson  
Witness Signature

Melody Johnson  
Printed Name

4/29/14  
Date

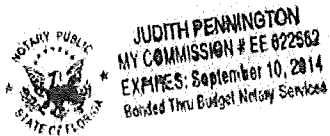
Wayne S. Kiger  
Witness Signature

WAYNE S. KIGER  
Printed Name

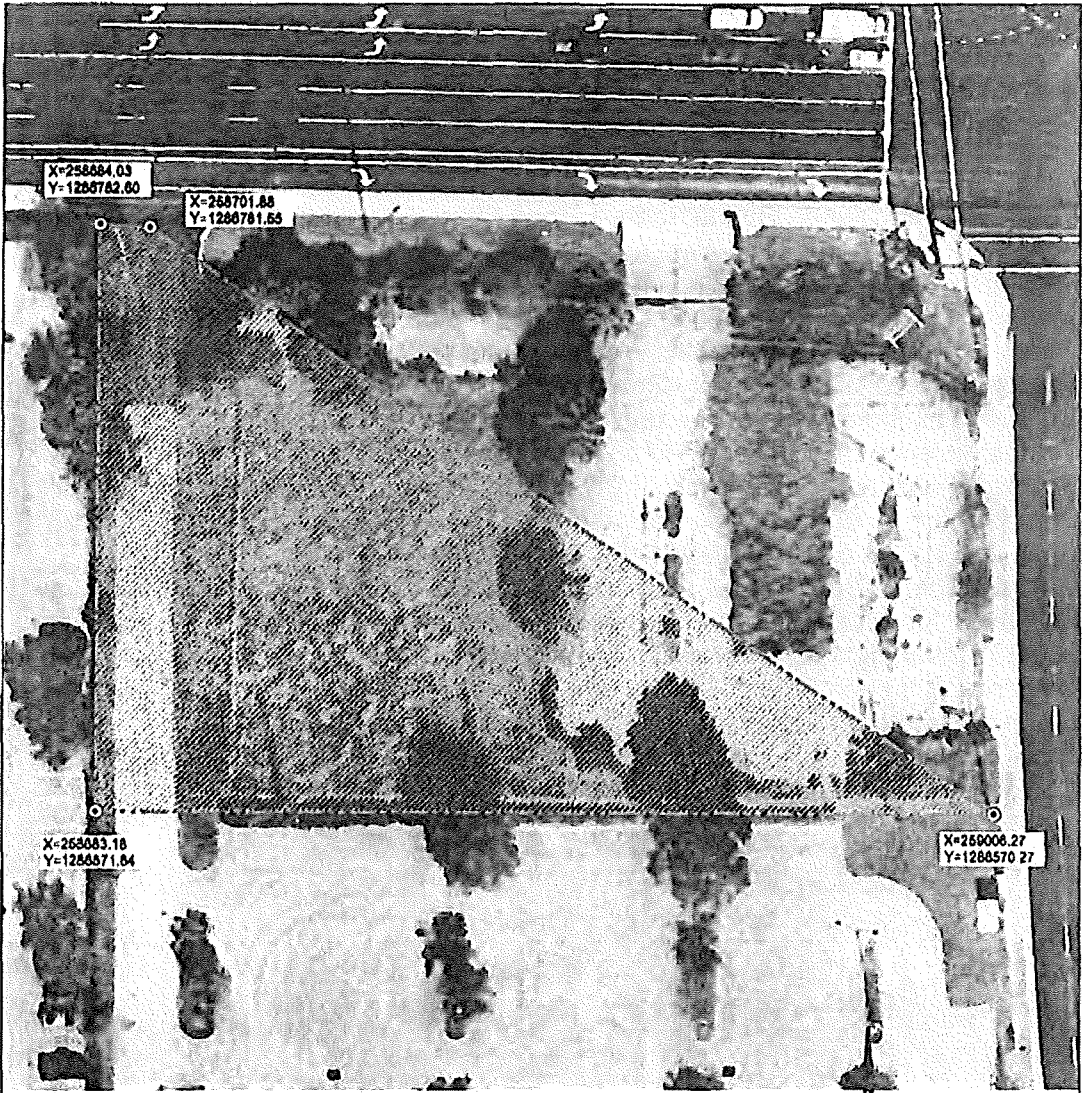
4/29/14  
Date

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of APRIL, 2014, by  
JORGE CASPARY, who is personally known to me.



Judith Pennington  
Notary Public, State of Florida at Large



**Legend**

- ⊙ CORNER (COORDINATES IN STATE PLANE FLORIDA WEST (FEET))
- RESTRICTED PROPERTY BOUNDARY
- ▨ RESTRICTED PROPERTY



U.S. DEPARTMENT OF ENERGY GRAND JUNCTION, COLORADO	Work Performed by The S.M. Stoller Corporation Under DOE Contract No. DE-AM01-07LM00080
Restricted Property Bank of Tampa Pinellas, FL, Site	
DATE PREPARED: March 12, 2014	FILENAME: N0187500

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## EXHIBIT A-2

### DESCRIPTION of Restricted Property

A portion of Section 13, Township 30 South, Range 15 East, Pinellas County, Florida, being more particularly described as follows;

Commence at the East 1/4 corner of Section 13, Township 30 South, Range 15 East, Pinellas County, Florida; thence North 89°46'54" West, a distance of 354.08 feet along the East-West mid-section line of said Section 13; thence leaving the East-West mid-section line of said Section 13, South 00°13'06" West, a distance of 57.93 feet to a point on the South right of way line of Bryan Dairy Road per Pinellas County Public Works, Division of Survey and Mapping Specific Purpose Survey of Bryan Dairy Road dated 03/15/2010, and the POINT OF BEGINNING; thence departing said South right of way line, South 55°14'05" East, a distance of 370.52 feet to a point on the West right of way line of Belcher Road per Pinellas County Public Works, Division of Survey and Mapping Specific Purpose Survey of Bryan Dairy Road dated 03/15/2010; thence North 89°45'28" West, a distance of 323.09 feet along the South line of the lands described in Official Records Book 18262, Page 918 of the Public Records of Pinellas County, Florida, to the West line of said lands; thence North 00°13'48" East, a distance of 210.96 feet along said West line to the aforesaid South right of way line of Bryan Dairy Road; thence South 86°38'10" East, a distance of 17.88 feet along said South right of way line, to the POINT OF BEGINNING.

Containing 35,807 square feet or 0.82 acres, more or less.