

THIS INSTRUMENT PREPARED BY:

F. JOSEPH ULLO, JR., ESQUIRE
LEWIS, LONGMAN & WALKER, P.A.
315 SOUTH CALHOUN STREET,
SUITE 830
TALLAHASSEE, FL 32301
(850) 222-5702

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 24th day of April, 2015, by BCH-1, LTD., a Florida Limited Partnership, (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 at 8040 Bryan Dairy Rd., Pinellas Park, and across the street and south of Building 100 of the Young - Rainey STAR Center (hereinafter "Building 100 Property") near the southwest corner of Bryan Dairy Road and Belcher Road.

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. 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.

E. The reports noted in Recital D 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.

F. 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.

G. 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.

I. 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 Restricted Property 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"). This restriction does not apply to the usage of the existing irrigation well located outside the Restricted Property that is used to irrigate the Restricted Property.

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 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 and/or any party that establishes proper standing. If the GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, the GRANTOR shall notify FDEP in writing within three (3) business days. Additionally, GRANTOR shall notify FDEP thirty (30) calendar 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.

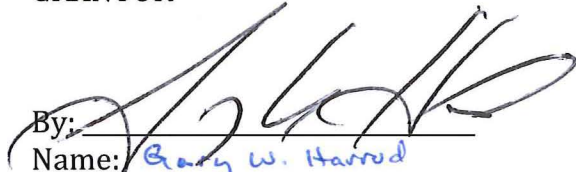
8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

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 save and except those rights reserved by Regions Bank, who is on notice of this Declaration, pursuant to the existing mortgage originally dated September 28, 2007 recorded at Official Records Book 16017, Page 2110 of the Public Records of Pinellas County, Florida and modified on October 4, 2012 in Book 17738, Page 2511 of same. 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, BCH-1, LTD. has executed this instrument, this 13th
day of April, 2015

GRANTOR

By: 
Name: Gary W. Harrod
Title: Partner
Mailing Address: 5550 W. Executive Dr.
Suite 550
Tampa, FL 33609

Signed, sealed and delivered in the presence of:

Debbie Boyer Date: 4-13-15
Witness
Print Name: Debbie Boyer

JoAnn Larison Date: 4-13-15
Witness
Print Name: JOANN LARISON

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 13th day of April
2015, by Gary W. Harrod.
Personally Known OR Produced Identification _____.
Type of Identification Produced _____.

Ellen Fletcher
Signature of Notary Public



ELLEN FLETCHER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF078007
Expires 12/11/2017

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

4/24/15

Date

Wayne S. Kiger

Witness Signature

WAYNE S. KIGER

Printed Name

4/24/15

Date

STATE OF FLORIDA
COUNTY OF LEON

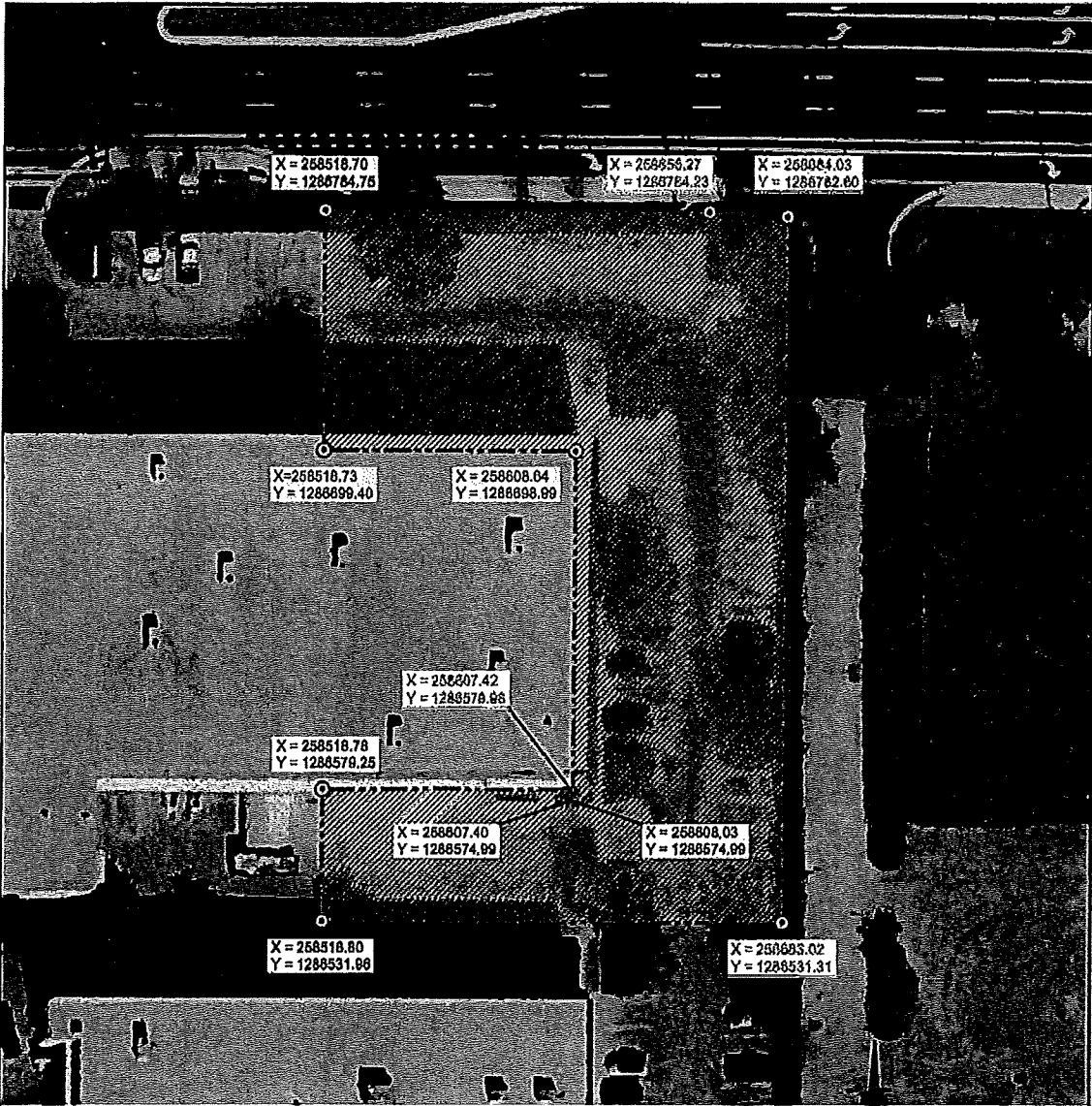
The foregoing instrument was acknowledged before me this 24TH day of APRIL, 2014, by ⁵⁹JORGE CASPARY, who is personally known to me.



JUDITH PENNINGTON
MY COMMISSION # FF 215917
EXPIRES: March 31, 2019
Bonded Thru Budget Notary Services

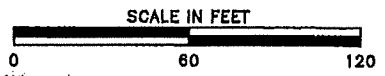
Judith Pennington

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-AM01-07LM00060
	Restricted Property BCH-1 LTD Pinellas, FL, Site
DATE PREPARED: March 12, 2014	FILENAME: N0187700

M:\PIN\041\0007\23\000\N01877\N01877AA.DWG 03/13/14 4:52pm

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 371.94 feet along the East-West mid-section line of said Section 13; thence departing said East-West mid-section line of said Section 13, South 00°13'06" West, a distance of 56.95 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 00°13'48" West, a distance of 251.30 feet along the East line of the lands described in Official Record Book 9506, page 108 of the public records of Pinellas County, Florida; thence departing said East line, North 89°46'21" West, a distance of 164.23 feet; thence North 00°01'17" West, a distance of 47.29 feet to the exterior building wall of a masonry block building; thence along said exterior wall, the following five (5) courses, (1) South 89°49'29" East, a distance of 88.64 feet; (2) South 00°16'50" West, a distance of 3.99 feet; (3) South 89°43'10" East, a distance of 0.63 feet; (4) North 00°16'50" East, a distance of 124.01 feet; (5) North 89°44'24" West, a distance of 89.90 feet; thence departing said exterior building wall, North 00°01'17" West, a distance of 85.35 feet to the aforesaid South right of way line of said Bryan Dairy Road; thence along said South right of way line the following two (2) courses; (1) South 89°47'03" East, a distance of 137.56 feet; (2) South 86°38'10" East, a distance of 27.81 feet to the POINT OF BEGINNING.

Containing 30,876.67 square feet or 0.71 acres, more or less.