

**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 20<sup>th</sup> day of May, 2014 by the School Board of Pinellas County, Florida (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 east of Building 100 of the Young - Rainey STAR Center on the northeast corner of Bryan Dairy Road and Belcher Road.**
- C. The FDEP Facility Identification Number for the Building 100 of the Young - Rainey STAR Center is FL6 890 090 008 (PIN12). This Declaration addresses discharges that were discovered on or about May 2011 and associated with the Building 100 Area 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 Building 100 Area SWMU and the Restricted Property as well as other properties 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 Reports 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 exposure to users or occupants of the Restricted Property and to the environment of 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 chemicals of concern 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 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 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 reasonable notice to the GRANTOR. Access to the Property is granted by adjacent public right of way via Belcher 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 Restricted Property 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, the School Board of Pinellas County has executed this instrument, this 20 day of May, 2014

GRANTOR

By: [Signature]  
Name: Carol J. Cook  
Title: Chair of the School Board  
Mailing Address: 301 4<sup>th</sup> Street SW  
Largo, FL 33770

Signed, sealed and delivered in the presence of:

[Signature] Date: 5-20-14

Witness

Print Name: Deborah E. Beaty

[Signature] Date: 5-20-14

Witness

Print Name: Kerry L. Michelotti

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May, 2014 by Carol J. Cook

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

[Signature]  
Signature of Notary Public



Approved As To Form:

[Signature]  
School Board Attorneys Office

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

Approved as to form by:

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

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

6/10/2014  
Date

*Wayne S. Kiger*  
Witness Signature

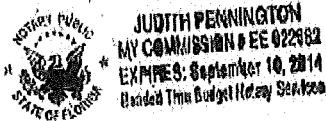
WAYNE S. KIGER  
Printed Name

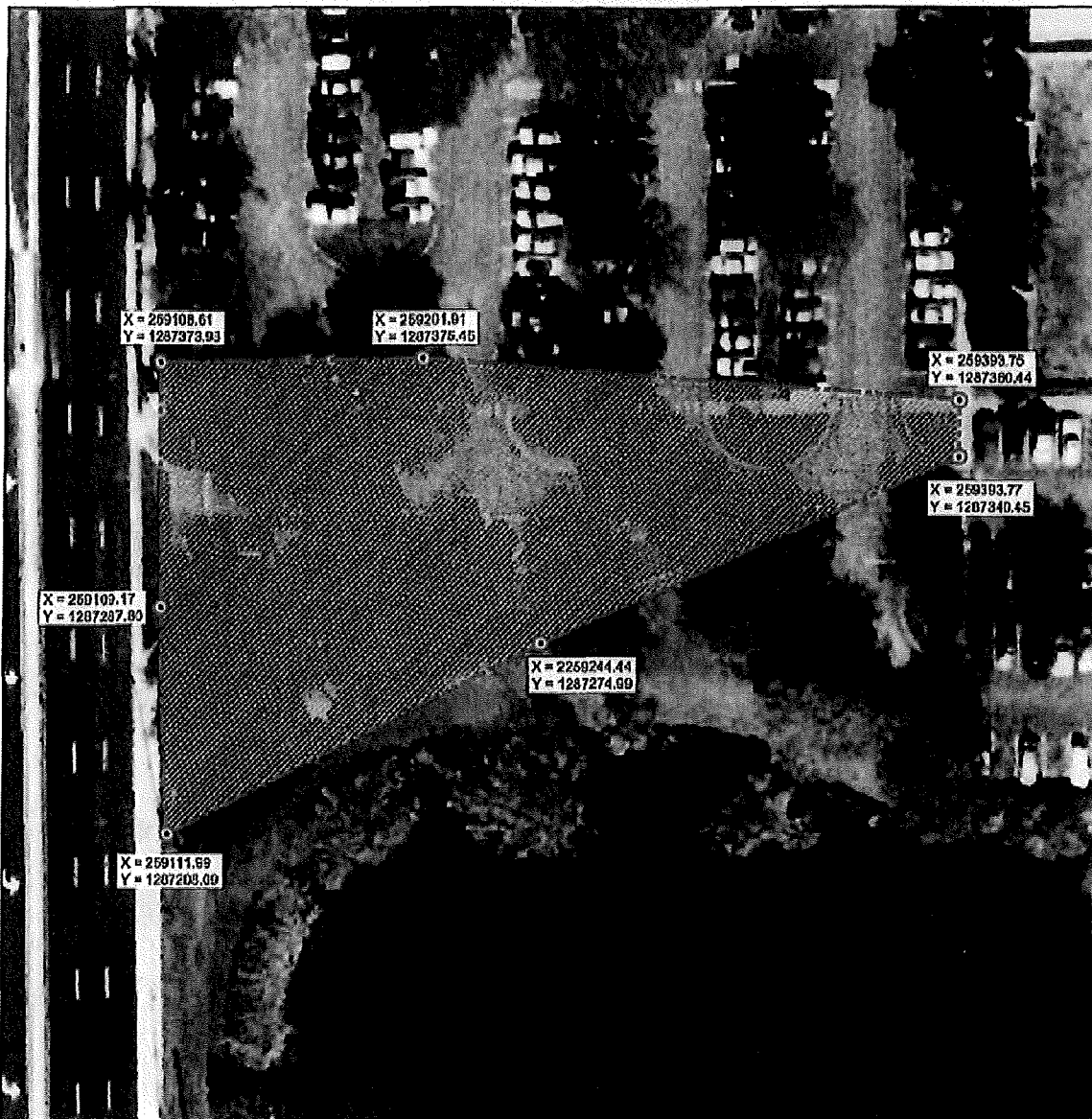
6/10/2014  
Date

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of JUNE,  
2014, by JORGE CASPARY, who is personally known to me.

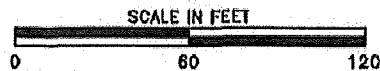
*Judith Pennington*  
Notary Public, State of Florida at Large





**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-AM01-07LM00060
Restricted Property Exhibit A-1 Pinellas Board of Public Instruction Pinellas, FL, Site	
DATE PREPARED: March 12, 2014	FILENAME: N01B73AA

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## EXHIBIT A-2

### DESCRIPTION of Restricted Property

A portion of Section 18, Township 30 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows;

Commence at the West quarter corner of Section 18, Township 30 South, Range 16 East, Pinellas County, Florida; thence North  $00^{\circ}17'23''$  West a distance of 369.67 feet along the West line of said Section 18; thence departing said West line, North  $89^{\circ}42'37''$  East, a distance of 57.68 feet to a point on the East 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, for a POINT OF BEGINNING; said point being on a non-tangent curve, concave Easterly, having a radius of 1377.40 feet, and a central angle of  $03^{\circ}19'07''$ ; thence from a tangent bearing of North  $03^{\circ}41'23''$  East, Northerly along the arc of said curve and said East right of way line, a distance of 79.78 feet; thence continuing along said East right of way line, North  $00^{\circ}22'16''$  West, a distance of 86.18 feet; thence departing said East right of way line, North  $89^{\circ}05'50''$  East, a distance of 93.31 feet; thence South  $85^{\circ}31'34''$  East, a distance of 192.43 feet; thence South  $00^{\circ}03'26''$  East, a distance of 19.99 feet; thence South  $66^{\circ}19'46''$  West, a distance of 163.05 feet; thence South  $63^{\circ}12'01''$  West, a distance of 148.38 feet to the POINT OF BEGINNING.

Containing 26,757 square feet or 0.61 acres, more or less.