



BOARD OF COUNTY COMMISSIONERS

DATE: September 10, 2015

AGENDA ITEM NO. 33

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

 **County Administrator's Signature:**

Subject:

Approval of Declarations of Restrictive Covenants for the Wastewater Treatment Neutralization Area, Building 100 and the Northeast Site within the Young-Rainey STAR Center, and a Memorandum of Agreement with the United States Department of Energy for Continuing Operations at the Young-Rainey STAR Center.

Department:

Real Estate Management
County Administration

Staff Member Responsible:

Andrew Pupke, Director
Paul Sacco, Assistant County Administrator

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD), SITTING AS THE PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (D/B/A THE PINELLAS COUNTY ECONOMIC DEVELOPMENT AUTHORITY), APPROVE THE DECLARATIONS OF RESTRICTIVE COVENANTS FOR THE WASTEWATER TREATMENT NEUTRALIZATION AREA, BUILDING 100 AND THE NORTHEAST SITE WITHIN THE YOUNG-RAINEY STAR CENTER (STAR CENTER), AND THE MEMORANDUM OF AGREEMENT (MOA) WITH THE UNITED STATES DEPARTMENT OF ENERGY (DOE) FOR CONTINUING OPERATIONS AT THE STAR CENTER.

IT IS FURTHER RECOMMENDED THE CHAIRMAN SIGN AND THE CLERK ATTEST THE THREE DECLARATIONS OF RESTRICTIVE COVENANTS AND THE MEMORANDUM OF AGREEMENT.

Summary Explanation/Background:

The Florida Department of Environmental Protection (FDEP) requires the recording of Declarations of Restrictive Covenants (DRCs) to memorialize institutional controls (ICs). Recording and maintaining these ICs and any necessary engineering controls will ensure there will not be unacceptable exposure to humans from the remaining contamination on the STAR Center property.

Pursuant to Corrective Action Plans with FDEP, the DOE has achieved complete decontamination at the Wastewater Treatment Neutralization Area and the Northeast Site. The DOE continues its decontamination responsibilities for contamination with the Building 100 site. The DOE has negotiated appropriate ICs with FDEP for this site, and FDEP published a notice of its intent to approve the proposed ICs in the Tampa Bay Times on January 21, 2015. FDEP received no comments within the 30-day comment period for this notice.

The MOA is necessary to delineate responsibilities of the DOE and EDA, hereinafter the parties, to ensure the three (3) DRCs applied to the property are enforced and maintained. The DOE is responsible for on-site contamination remediation at the STAR Center. The purpose of the MOA is to manage the parties' implementation of the DRCs. Once approved by the Board and recorded, the DRCs are tied to the STAR Center property in perpetuity or until the FDEP deems the site fully remediated and provides the Board a recommendation to remove them.

The DOE conveyed the STAR Center property to the Pinellas County Industrial Development Authority, currently the Pinellas County Economic Development Authority (EDA), in March 1995. Under the Sale and Purchase Contract for conveyance, the DOE retained responsibility for achieving 'complete decontamination' of known contamination on the premises. Under the contract, 'complete decontamination' is the removal or reduction of contamination on the Premises and in any of the improvement consistent with and appropriate to the site's use as an industrial park negotiated with FDEP, as applicable.

The MOA is necessary to delineate responsibilities of the DOE and EDA, hereinafter the parties, to ensure the three (3) deed restrictive covenants (DRCs) applied to the property are enforced and maintained. The DOE is responsible for on-site contamination remediation at the STAR Center. The purpose of the MOA is to manage the parties' implementation of the DRCs. Once approved by the Board and recorded, the DRCs are tied to the STAR Center property in perpetuity or until the FDEP deems the site fully remediated and provides the Board a recommendation to remove them.

Fiscal Impact/Cost/Revenue Summary:

The DOE will compensate the EDA \$450,000 after approval and recording of DRCs for the Northeast Site, Waste Water Treatment Neutralization Area, and Building 100.

Exhibits/Attachments Attached:

Contract Review Transmittal Slip
Declarations of Restrictive Covenants for the Wastewater Treatment Neutralization Area, Building 100 and the Northeast Site
Memorandum of Agreement
Location Maps

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Declaration of Restrictive Covenant for the Wastewater Neutralization Area Solid Waste Management Unit at the Young-Rainey STAR Center

CONTRACT NO.: number

ESTIMATED EXPENDITURE / REVENUE:

(Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).--

OTHER SPECIFICS RELATING TO THE CONTRACT: Declaration of Restrictive Covenant for the Wastewater Neutralization Area Solid Waste Management Unit at the Young-Rainey STAR Center

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: Andrew Pupke	07/02/15	APB		
Risk: Ginny Holscher Ginger White	7/26/15	GW	Public Entity → Public Entity	MB 08/24/15
Legal: Michael Zas (C. Hardy)	7/10/15	CDM	Amend signature page (p.6)	MB 08/24/15
Assistant County Administrator or Executive Director: Paul Sacco	8/24/15	(PSS)	See new Board Memo. I can send electronically if needed	MB 08/24/15

Please return to Andrew Pupke.

All inquiries should be made to Andrew Pupke ext. 43237.

Need location maps -
See memo

** See Contract Review Process

Revised 02.28.14

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
WASTEWATER NEUTRALIZATION AREA SOLID WASTE MANAGEMENT UNIT**

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this ____ day of _____, 20 __, by the Pinellas County Industrial Development Authority, a Special District created pursuant to Part III, Chapter 159, Florida Statutes, d/b/a PINELLAS COUNTY ECONOMIC DEVELOPMENT AUTHORITY, (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 FDEP Facility Identification Number for the Restricted Property is FL6 890 090 008 (PIN18). The facility name at the time of this Declaration is U.S. Department of Energy ("DOE") Wastewater Neutralization Area ("WWNA") Solid Waste Management Unit ("SWMU") and it currently operates as the Young - Rainey STAR Center Industrial Wastewater Neutralization Facility ("IWNF") which is a Pinellas County permitted discharge facility (Permit Number IE-3002-09/12). This Declaration addresses a discharge that was reported to the USEPA on April 7, 1993.

C. The discharge of chlorinated solvents and metals on the Restricted Property/WWNA SWMU 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. Young – Rainey STAR Center Wastewater Neutralization Area No Further Action With Controls Proposal, dated January 2007, submitted by the U.S. DOE.
4. Wastewater Neutralization Area/Building 200 Area Corrective Measures Implementation Plan Addendum, submitted by the U.S. DOE.

D. The reports noted in Recital C set forth the nature and extent of the contamination that is located on the Restricted Property. These reports confirm that contaminated soil and groundwater as defined by Chapter 62-780 Florida Administrative Code (F.A.C.), exist on the Restricted Property. Also these reports document that the groundwater contamination does not extend beyond the Restricted Property boundaries and that the groundwater contamination does not exceed ¼-acre, and that that the groundwater contamination is not migrating.

E. 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 contaminants, and to reduce or eliminate the threat of migration of the contaminants.

F. 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 Chapter 62-780. 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 (PIN18) can be found by contacting the appropriate FDEP district office or bureau.

G. 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 WWNA SWMU and that the Restricted Property be held subject to certain restrictions, 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 or access to the groundwater under the Restricted Property 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 DWM must be in place to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated.

a.iii. There shall be no construction of new stormwater swales, stormwater detention or retention facilities or ditches on the Restricted Property without prior written approval from FDEP's DWM in addition to any authorizations required by DWRM and the WMD.

b. Excavation and construction is not prohibited on the Restricted Property provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-780, F.A.C. and any other applicable local, state, and federal requirements. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas. Nothing in this Declaration shall prevent, limit or restrict any excavation or construction at or below the surface outside the boundary of the Restricted Property.

c. The following uses are prohibited in the WWNA SWMU as shown in Exhibit A: agricultural use of the land including forestry, fishing and mining; hotels or lodging; recreational uses including amusement parks, parks, camps, museums, zoos, or gardens; residential uses, and educational uses such as elementary or secondary schools, or day care services. These prohibited uses are specifically defined by using the North American Industry Classification System, United States, 2007 (NAICS), Executive Office of the President, Office of Management and Budget. The prohibited uses by code are: Sector 11 Agriculture, Forestry, Fishing and Hunting; Subsector 212 Mining (except Oil and Gas); Code 512132 Drive-In Motion Picture Theaters; Code 51912 Libraries and Archives; Code 53111 Lessors of Residential Buildings and Dwellings; Subsector 6111 Elementary and Secondary Schools; Subsector 623 Nursing and Residential Care Facilities; Subsector 624 Social Assistance; Subsector 711 Performing Arts, Spectator Sports and Related

Industries; Subsector 712 Museums, Historical Sites, and Similar Institutions; Subsector 713 Amusement, Gambling, and Recreation Industries; Subsector 721 Accommodation (hotels, motels, RV parks, etc.); Subsector 813 Religious, Grantmaking, Civic, Professional, and Similar Organizations; and Subsector 814 Private Households.

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 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 U.S. DOE and/or any other 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) 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 within the Restricted Property, 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. 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.

[DECLARATION EXECUTED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, {{GRANTOR}} has executed this instrument, this ____ day of _____, 20__.

ATTEST: KEN BURKE
Clerk of the Circuit Court
Deputy Clerk
Print Name: _____

GRANTOR
PINELLAS COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY d/b/a
PINELLAS COUNTY ECONOMIC
DEVELOPMENT AUTHORITY,

(OFFICIAL SEAL)

by and
through its Board of County Commissioners

By: _____
Name: John Morroni, Chairman

THE TERMS SPECIFIED HEREIN ARE
SUBJECT TO APPROVAL IN OPEN
SESSION BY THE BOARD OF COUNTY
COMMISSIONERS,
PINELLAS COUNTY, FLORIDA

Address:
Young – Rainey STAR Center
7887 Bryan Dairy Road, Suite 120
Largo, Florida 33777

APPROVED AS TO FORM:
OFFICE OF THE COUNTY ATTORNEY

By: Cheryl A. [Signature]
Managing Assistant County Attorney

Signed, sealed and delivered in the presence of:

_____ Date: _____

Witness

Print Name: _____

_____ Date: _____

Witness

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of ____,
20 __, by _____.

Personally Known _____ OR Produced Identification _____.

Type of Identification Produced _____.

Signature of Notary Public

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. _____.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this ____ day of _____, 20__.

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____

Name: _____

Title: _____

Division of Waste Management;

Bureau of Waste Cleanup;

Southwest District

13051 N. Telcom Pkway,

Temple Terrace, Florida 33637-0926

Signed, sealed and delivered in the presence of:

Witness: _____ Date: _____

Print Name: _____

Witness: _____ Date: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of ____, 20 __, by _____ as representative for the Florida Department of Environmental Protection.

Personally Known _____ OR Produced Identification _____.

Type of Identification Produced _____.

Signature of Notary Public

Print Name of Notary Public

Commission No. _____

Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION AND ILLUSTRATION OF
RESTRICTED PROPERTY

SCHEDULE A

DESCRIPTION:


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 N 89°46'54" W a distance of 1351.84 feet along the East - West Mid Section line of said Section 13 to a point on the East line of the SW 1/4 of the NE 1/4 of said Section 13; thence N 00°08'10" E a distance of 588.83 feet along the East line of said SW 1/4 of the NE 1/4 to a point; thence leaving said East line N 89°50'08" W a distance of 77.09 feet to the Point of Beginning; thence continue N 89°50'08" W a distance of 394.00 feet; thence N 00°09'51" E a distance of 286.01 feet, thence S 89°50'08" E a distance of 394.00 feet; thence S 00°09'51" W a distance of 286.01 feet to the Point of Beginning.

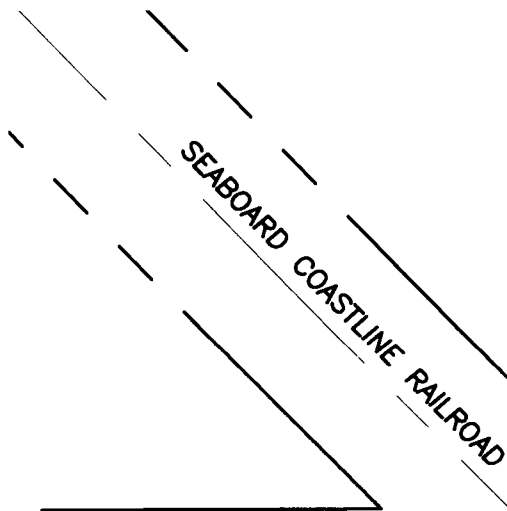
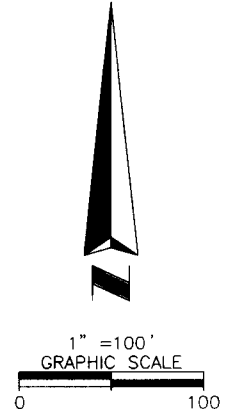
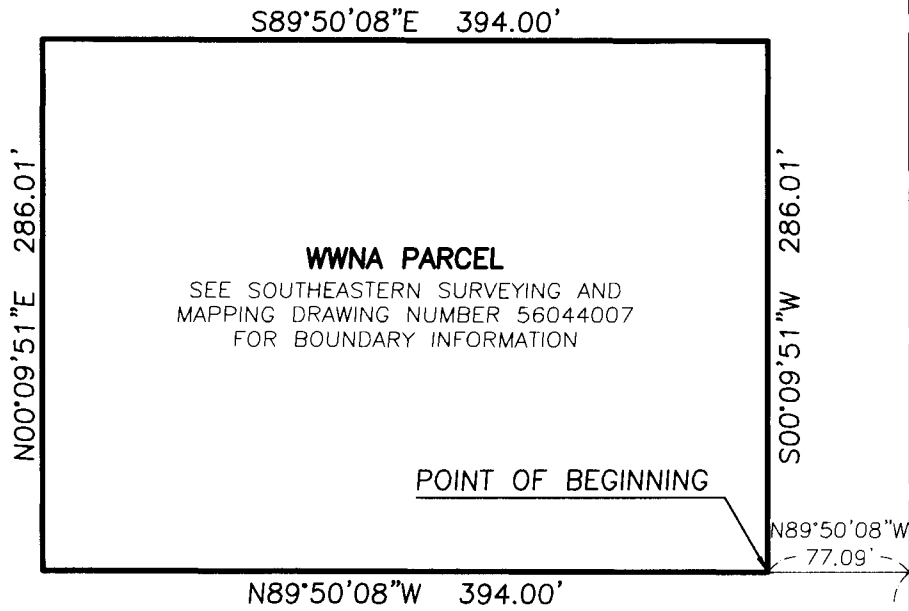
Containing: 2.59 acres, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the East - West Mid Section line of Section 13, Township 30 South, RANGE 15 EAST, Pinellas County, being North 89°46'54" West.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17.050-.052 requirements.

DESCRIPTION	Date: August 13, 2015		 <p>56044012</p> <p>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 10770 North 46th Street, Suite C-300 Tampa, Florida 33617 (813) 898-2711 Certification Number LR2108 Email: www.southeasternsurveying.com</p> <p><i>Charles M. Arnett</i> CHARLES M. ARNETT Registered Land Surveyor Number 6884</p>
<p>FOR</p> <p>Stoller Newport News Nuclear (SN3)</p>	Job Number: 56044	Scale: 1" = 100'	
	<p>Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that</p> <p>THIS IS NOT A SURVEY.</p>		
	<p>SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH</p>		

SKETCH OF DESCRIPTION

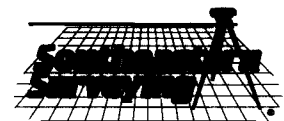


BRYAN DAIRY ROAD
RIGHT OF WAY VARIES PER PINELLAS COUNTY
PUBLIC WORKS, DIVISION OF SURVEY AND
MAPPING SPECIFIC PURPOSE SURVEY OF
BRYAN DAIRY ROAD DATED 03/15/2010

N00°08'10"E 588.83'
EAST LINE OF THE SW 1/4 OF THE
NE 1/4 OF SECTION 13-30-15

POINT OF COMMENCEMENT
EAST 1/4 CORNER OF
SECTION 13-30-15

N89°46'54"W 1351.84'
EAST - WEST MID SECTION LINE



**SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION**
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580 Certification Number LB2108
e-mail: info@southeasternsurveying.com

Drawing Number 56044012
Job No. 56044
Date: 08/13/2015
SHEET 2 OF 2
See Sheet 1 for Description

NOT VALID WITHOUT SHEET 1
THIS IS NOT A SURVEY

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Interim Declaration of Restrictive Covenant for Building 100 Solid Waste Management Unit at the Young-Rainey STAR Center

CONTRACT NO.: number

ESTIMATED EXPENDITURE / REVENUE:
(Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).--

OTHER SPECIFICS RELATING TO THE CONTRACT: Interim Declaration of Restrictive Covenant for Building 100 Solid Waste Management Unit at the Young-Rainey STAR Center

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: Andrew Pupke	07/02/15	mb		
Risk: Ginny Holscher Ginger White	7/7/15	GW	Public Entity → Public Entity	mb 08/26/15
Legal: Michael Zas (C. Marchy)	7/10/15	cmr	Amend signature page (p. 6)	mb 08/26/15
Assistant County Administrator or Executive Director: Paul Sacco	8/24/15	(PS)	See new Brand Memo I can send electronically if needed	mb 08/26/15

Please return to Andrew Pupke.

All inquiries should be made to Andrew Pupke ext. 43237.

Need location maps -
See memo

** See Contract Review Process

Revised 02.28.14

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
BUILDING 100 SOLID WASTE MANAGEMENT UNITS**

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this ____ day of _____, 20 __, by the Pinellas County Industrial Development Authority, a Special District created pursuant to Part III, Chapter 159, Florida Statutes, d/b/a PINELLAS COUNTY ECONOMIC DEVELOPMENT AUTHORITY, (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 FDEP Facility Identification Number for the Restricted Property is FL6 890 090 008 (PIN nos. 6 and 12). The facility name at the time of this Declaration is U.S. Department of Energy ("DOE") and it operates as Building 100 of the Young - Rainey STAR Center which houses multiple commercial and industrial tenants. This Declaration addresses discharges that were reported to the USEPA on December 14, 1987.

C. The discharge of chlorinated solvents on the Restricted Property at the Building 100 Area Solid Waste Management Units ("SWMUs") 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.

D. The reports noted in Recital C set forth the nature and extent of the contamination that is located on the Restricted Property. These reports confirm that contaminated soil and groundwater, as defined by Chapter 62-780 Florida Administrative Code (F.A.C.), exist on the Restricted Property. DOE continues monitoring groundwater in accordance with the Long-Term Surveillance and Maintenance Plan.

E. 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 contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. The FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter “Order”) upon recordation of this Declaration, and any necessary amendments thereto, and the achievement of site rehabilitation in accordance with Chapter 62-780. 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.

G. 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 Area SWMUs 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 or access to the groundwater under the Restricted Property 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 DWM must be in place to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated.

a.iii. Attached as Exhibit B, and incorporated by reference herein, is a Survey identifying the size and location of existing stormwater swales, stormwater detention or retention facilities, and ditches on the Restricted Property. Such existing stormwater features shall not be altered, modified or expanded, and there shall be no construction of new stormwater swales, stormwater detention or retention facilities or ditches on the Restricted Property without prior written approval from FDEP's DWM in addition to any authorizations required by the DWRM and the WMD. A revised exhibit must be recorded when any stormwater feature is altered, modified, expanded, or constructed.

b.i. The area of soil contamination associated with free product on the Restricted Property is shown in Exhibit A and is beneath Building 100. This area shall be permanently covered and maintained with an impermeable material that prevents human exposure and prevents water infiltration (hereinafter referred to as "the Engineering Control"). An Engineering Control Maintenance Plan ("ECMP") approved by the Department shall be maintained that includes the frequency of inspections and monitoring and the criteria for determining when the Engineering Control has failed. A revised or amended ECMP should be developed as needed. The approved ECMP is included as Exhibit C.

b.ii. Excavation and construction is not prohibited on the Restricted Property provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-780, F.A.C. and any other applicable local, state, and federal requirements. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas. For any dewatering activities, a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated. Nothing in this Declaration shall prevent, limit or restrict any excavation or construction at or below the surface outside the boundary of the Restricted Property.

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 at least 24-hours 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 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) 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 within the Restricted Property, 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. 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.

[DECLARATION EXECUTED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Pinellas County Industrial Development Authority
has executed this instrument, this ____ day of _____, 20__.

ATTEST: KEN BURKE
Clerk of the Circuit Court
Deputy Clerk
Print Name: _____

GRANTOR
PINELLAS COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY d/b/a
PINELLAS COUNTY ECONOMIC
DEVELOPMENT AUTHORITY,

(OFFICIAL SEAL)

by and
through its Board of County Commissioners

By: _____
Name: John Morroni, Chairman

THE TERMS SPECIFIED HEREIN ARE
SUBJECT TO APPROVAL IN OPEN
SESSION BY THE BOARD OF COUNTY
COMMISSIONERS,
PINELLAS COUNTY, FLORIDA

Address:
Young - Rainey STAR Center
7887 Bryan Dairy Road, Suite 120
Largo, Florida 33777

APPROVED AS TO FORM:
OFFICE OF THE COUNTY ATTORNEY

By: Chelina Lopez
Managing Assistant County Attorney

Signed, sealed and delivered in the presence of:

_____ Date: _____

Witness

Print Name: _____

_____ Date: _____

Witness

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of ____,
20 __, by _____.

Personally Known _____ OR Produced Identification _____.

Type of Identification Produced _____.

Signature of Notary Public

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. _____.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this ____ day of _____, 20__.

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Name: _____
Title: _____
Division of Waste Management;
Bureau of Waste Cleanup;
Southwest District
13051 N. Telcom Pkway,
Temple Terrace, Florida 33637-0926

Signed, sealed and delivered in the presence of:

Witness: _____ Date: _____
Print Name: _____

Witness: _____ Date: _____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of ____, 20 __, by _____ as representative for the Florida Department of Environmental Protection.

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

Signature of Notary Public

Print Name of Notary Public

Commission No. _____

Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION AND ILLUSTRATION OF
RESTRICTED PROPERTY

DESCRIPTION:

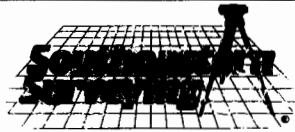
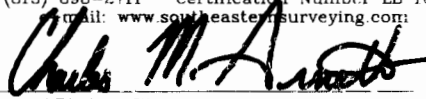
A portion of Section 13, Township 30 South, Range 15 East, Pinellas County, Florida being more particularly described as follows:

Commence at the East 1/4 corner of Section 13, Township 30 South, Range 15 East, Pinellas County, Florida; thence N 89°46'54" W a distance of 105.99 feet along the East - West Mid Section line of said Section 13 to a point; thence N 00°13'06" E a distance of 75.41 feet to the Point of Beginning; said point being on the North 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 March 15, 2010; thence along said North right of way line the following seven (7) courses and distances : N 88°48'13" W a distance of 273.00 feet; thence N 89°47'03" W a distance of 141.79 feet; thence S 88°27'16" W a distance of 104.59 feet; thence N 00°12'58" E a distance of 25.70 feet; thence N 89°47'05" W a distance of 62.84 feet; thence S 00°12'36" W a distance of 3.00 feet; thence N 89°47'04" W a distance of 5.19 feet; thence leaving said right of way line N 00°14'39" E a distance of 250.65 feet; thence N 89°47'59" W a distance of 669.38 feet; thence N 00°13'50" E a distance of 549.16 feet; thence S 89°48'02" E a distance of 997.64 feet; thence S 00°22'10" W a distance of 324.62 feet; thence N 89°52'37" E a distance of 297.32 feet to a point on the West right of way line of Belcher Road as shown on said Specific Purpose Survey of Bryan Dairy Road; thence along said West right of way line that following four (4) courses and distances : S 00°17'41" E a distance of 181.05 feet; thence S 08°48'30" W a distance of 50.57 feet; thence S 00°17'40" E a distance of 235.77 feet; thence S 44°41'49" W a distance of 48.24 feet to the Point of Beginning.

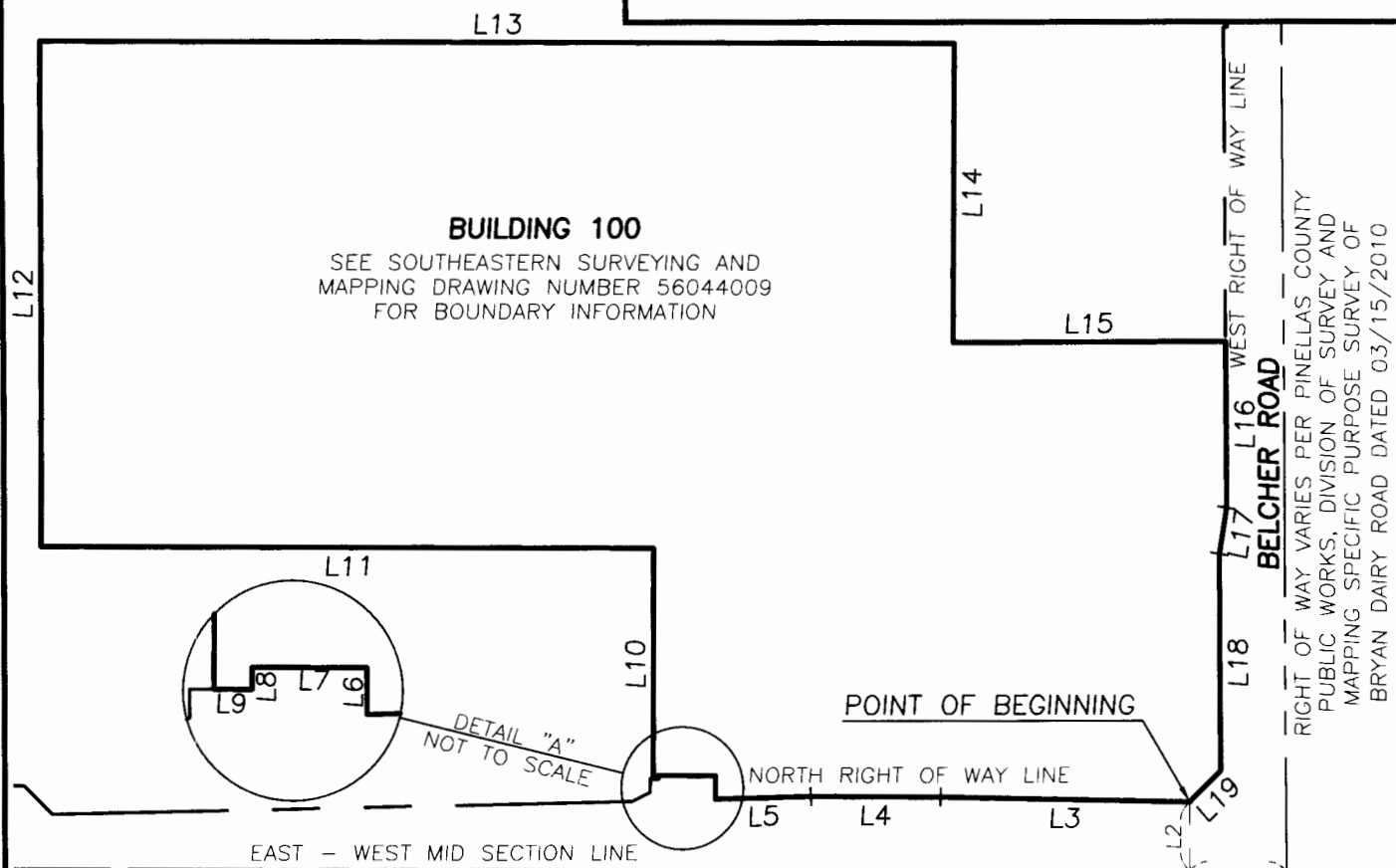
Containing: 17.93 acres, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the East - West Mid Section line of Section 13, Township 30 South, Range 15 East, Pinellas County, being North 89°46'54" West.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17.050-.052 requirements.

DESCRIPTION FOR Stoller Newport News Nuclear (SN3)	Date: August 13, 2015		 56044014 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 10770 North 48th Street, Suite C-300 Tampa, Florida 33617 (813) 898-2711 Certification Number LB2108 Email: www.southeasternsurveying.com  CHARLES M. ARNETT Registered Land Surveyor Number 6884
	Job Number: 56044	Scale: 1" = 200'	
	Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION



BRYAN DAIRY ROAD

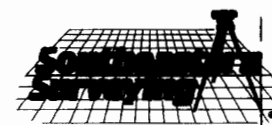
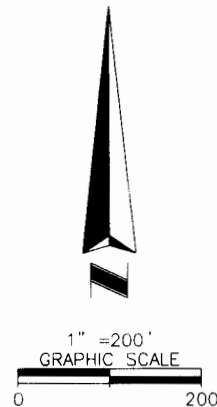
RIGHT OF WAY VARIES PER PINELLAS COUNTY PUBLIC WORKS,
DIVISION OF SURVEY AND MAPPING SPECIFIC PURPOSE
SURVEY OF BRYAN DAIRY ROAD DATED 03/15/2010

POINT OF COMMENCEMENT

EAST 1/4 CORNER OF
SECTION 13-30-15

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°46'54"W	105.99'
L2	N00°13'06"E	75.41'
L3	N88°48'13"W	273.00'
L4	N89°47'03"W	141.79'
L5	S88°27'16"W	104.59'
L6	N00°12'58"E	25.70'
L7	N89°47'05"W	62.84'
L8	S00°12'36"W	3.00'
L9	N89°47'05"W	5.19'
L10	N00°14'39"E	250.65'

LINE TABLE		
LINE #	BEARING	LENGTH
L11	N89°47'59"W	669.38'
L12	N00°13'50"E	549.16'
L13	S89°48'02"E	997.64'
L14	S00°22'10"W	324.62'
L15	N89°52'37"E	297.32'
L16	S00°17'41"E	181.05'
L17	S08°48'30"W	50.57'
L18	S00°17'40"E	235.77'
L19	S44°41'49"W	48.24'



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350

(407) 292-8580 Certification Number LB2108
e-mail: info@southeasternsurveying.com

Drawing Number 56044014
Job No. 56044
Date: 08/13/2015
SHEET 2 OF 2
See Sheet 1 for Description

NOT VALID WITHOUT SHEET 1
THIS IS NOT A SURVEY

EXHIBIT B
STORMWATER FEATURES



Legend

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



U.S. DEPARTMENT OF ENERGY
GRAND JUNCTION, COLORADO

Work Performed by
S.M. Staller Corporation
Under DOE Contract
No. DE-AM01-07LM00080

Exhibit B Stormwater Features
Building 100 Area SWMU
Pinellas, FL, Site

DATE PREPARED:
August 19, 2015

FILENAME:
N01821AA

M: \PIN\041\0007\23\000\N01821\N01821AA.DWG 08/19/15 2:31pm whitneyj

EXHIBIT C
ENGINEERING CONTROLS AND MAINTENANCE PLAN

**YOUNG – RAINEY STAR CENTER
ENGINEERING CONTROL MAINTENANCE PLAN
FOR THE BUILDING 100 AREA SWMUs**

Introduction

This document is the Engineering Control Maintenance Plan (ECMP) for the Building 100 Area Solid Waste Management Units (SWMUs) at the Young-Rainey STAR Center (STAR Center). The STAR Center is a former U.S. Department of Energy facility that is now owned by the Pinellas County Industrial Development Authority. The Building 100 Area SWMUs are located at the southeast corner of the STAR Center.

The plan has been prepared in accordance with the requirements of the Florida Department of Protection (FDEP) Chapter 62-780.680, Florida Administrative Code (F.A.C.) and the FDEP Department of Waste Management Institutional Controls Procedures Guidance, dated November 2013 (DWM IC Guidance). The activities related to the integrity and maintenance of the engineering control (concrete foundation) that occupies the area where source materials exist above the Chapter 62-777, F.A.C. Table II Soil Cleanup Target Levels (SCTLs) and Table I Groundwater Cleanup Target Levels (GCTLs) on site.

Description of Area of Concern

The Building 100 Area is made up of two SWMUs: the Industrial Drain Leaks/Building 100 (PIN12) and the Old Drum Storage Site (PIN06). The Industrial Drain Leaks/Building 100 Area lies beneath and adjacent to the northwest corner of the main building concrete foundation, which covers approximately 11 acres, located near the southeast corner of the STAR Center. Building 100 is the most notable feature of the STAR Center, having housed the majority of the laboratory and production facilities during DOE operation of the facility. Building 100 contained individual drain systems used for health physics, chemical, sanitary, and storm water wastes. Leaks from these drain systems caused some of the contamination at the Building 100 Area. The drain systems were flushed, grouted, and abandoned by 1997, and some of the chemical drain systems were replaced by an aboveground system that currently is in use (DOE 1997b).

The Old Drum Storage Site is located at the northwest corner of the Building 100 Area and is the former location of a concrete storage pad. This area was equipped with a drain and containment system and was used to store hazardous waste. The waste stored at this location included methylene chloride, ignitable liquids, arsenic, and calcium chromate solids. Empty drums containing residual waste solvents also were stored in this area.

Description of Engineering Control

The institutional controls implemented for this facility will include the SWMUs underneath the concrete foundation of Building 100. The engineering control area is shown on Attachment I. The impervious concrete surface over the SWMUs serves as a barrier to prevent direct human contact with impacted soil and groundwater that might otherwise pose a threat to human health. Based on the current and future use of the property, the barriers should function as intended unless disturbed. Global Positioning System (GPS) coordinates based on the review of the Google Earth aerial for the property describes the boundary of the engineering controlled area as follows: *27° 52' 29.04" North and -82° 44' 59.42" West; 27° 52' 29.02" North and -82° 44'*

55.31" West; 27° 52' 27.77" North and -82° 44' 55.33" West; 27° 52' 27.90" North and -82° 44' 48.86" West; 27° 52' 23.65" North and -82° 44' 48.87" West; and 27° 52' 23.61" North and -82° 44' 59.37" West.

Certification of Engineering Control

This Engineering Control Maintenance Plan was reviewed and approved by a professional engineer licensed in the State of Florida. This certification is included as Attachment 2.

Inspections

Inspection and maintenance of the engineering control will be conducted by the property owner or the owner's designee in accordance with DWM IC Guidance. The site owner will maintain all building maintenance records that affect the integrity of the building for a period of five years from the date of maintenance activity. The property owner or their representative will review pertinent maintenance records and inspect the engineering control at least once per year, and a record of this inspection will be maintained by the site owner for a period of five years following the date of inspection. The inspection record must include the date of the inspection, the name of the inspector, the inspection results, and a description of any deficiencies and associated remedies. A copy of the inspection record will be kept at the address of the property owner and available for submittal or inspection by FDEP representatives upon their request. Failure criteria for the engineering control will consist of uncontrolled breaches in the building.

Maintenance

If problems are noted during the inspections, repairs will be scheduled as soon as practical. Repairs can include patching and filling, and/or construction operations. In the event that necessary maintenance activities expose the underlying soil and/or groundwater, the owner must inform maintenance workers of the direct contact exposure hazard and provide them with appropriate personal protection equipment ("PPE"). The owner must also sample (laboratory analysis) any soil excavated or groundwater extracted from the site prior to disposal to ascertain if impacted soil and/or groundwater remains on-site. The soil and/or groundwater must be treated, stored, and disposed of by the owner in accordance with applicable local, state, and federal laws.

In the event the impervious surface overlying the impacted SWMUs is removed and replaced, the replacement barrier must be equally impervious. Any replacement barrier will be subject to the same maintenance and inspection guidelines as outlined in this ECMP, unless indicated otherwise by the FDEP, or its successor. The property owner, in order to maintain the integrity of the impervious surface, will maintain a copy of this ECMP on-site and make it available to all interested parties (i.e., on-site employees, contractors, future property owners, and county and/or state regulators etc.) for viewing. The following activities are prohibited on any portion of the property where pavement, a building foundation, soil cover, and/or engineered cap is required unless prior written approval has been obtained from the FDEP: 1) removal of the existing barrier; 2) replacement with another barrier; 3) excavating or grading of the land surface; 4) filling on capped or paved areas; or 5) construction or placement of a building or other structure. This ECMP can be amended or withdrawn by the property owner and its successors with the written approval from the FDEP.

Contingency Plan

If future actions at the site will result in a significant reduction of the effectiveness of the engineering control, a contingency plan will be implemented by the property owner. Such future detrimental actions include modifications to the footprint of Building 100, site redevelopment, and any other actions that would substantially alter or damage the engineering control.

This contingency plan includes the following items.

- A plan describing the proposed action will be submitted to the FDEP for approval.
- If the change to the engineering control is temporary, the plan will describe how the engineering control will be repaired to its original state.
- If the change is permanent, the plan will describe how the altered engineering control will remain effective.
- The plan will describe how any contaminated soil or groundwater, if encountered, will be disposed of.

At some time in the future, it may be possible to remove or remediate the source of contamination under Building 100. After the source is gone, an engineering control may no longer be needed.

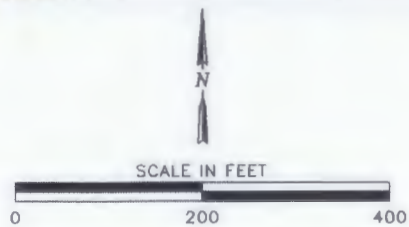
Attachment 1

**Location of Engineering Control, Building 100 Area SWMU
Pinellas, Florida, Site.**



Legend

--- ENGINEERING CONTROL BOUNDARY



M: \PIN\041\0007\23\000\N01822\N01822AA-MOA.DWG 03/10/14 09:52am whitneyj

U.S. DEPARTMENT OF ENERGY
GRAND JUNCTION, COLORADO

Work Performed by
S.M. Stoller Corporation
Under DOE Contract
No. DE-AM01-07LM00080

Attachment 1 Location of Engineering Control
Building 100 Area SWMU
Pinellas, FL, Site

DATE PREPARED:
March 10, 2014

FILENAME:
N01822AA-MOA

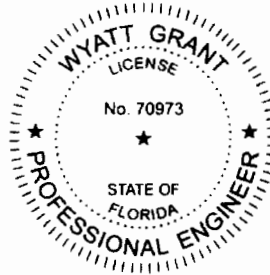
Attachment 2


Engineering Control Certification

**CERTIFICATION
FLORIDA REGISTERED PROFESSIONAL ENGINEER**

**ENGINEERING CONTROL MAINTENANCE PLAN
YOUNG – RAINEY STAR CENTER
BUILDING 100 AREA SWMUs
LARGO, PINELLAS COUNTY, FLORIDA**

I, Wyatt G. Grant, P.E. #70973, certify that I currently hold an active license in the State of Florida and am competent through education or experience to provide the engineering service contained in this report. I further certify that, in my professional judgment, this report meets the requirements of the applicable sections of Chapter 62-780 Florida Administrative Code, and was prepared by me or under my responsible charge. Moreover, I certify that TankTek, Inc. (dba EnviroTek, Inc.) holds an active certificate of authorization to provide the engineering service.




Wyatt G. Grant, P.E.
PE License No: 70973
EnviroTek
3007 North 50th Street
Tampa, Florida 33619
Date: 4/30/2015

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Declaration of Restrictive Covenant for the Northeast Site Solid Waste Management Unit at the Young-Rainey STAR Center	
CONTRACT NO.: number	ESTIMATED EXPENDITURE / REVENUE: (Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).--

OTHER SPECIFICS RELATING TO THE CONTRACT: Declaration of Restrictive Covenant for the Northeast Site Solid Waste Management Unit at the Young-Rainey STAR Center

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: Andrew Pupke	07/02/15	MPB		
Risk: Ginny Holscher Ginger White	7/7/15	GW	Public Entity → Public Entity	MPB 08/26/15
Legal: Michael Zas (C. Hardy)	7/10/15	CDH	Amend signature page (p.5)	MPB 08/24/15
Assistant County Administrator or Executive Director: Paul Sacco	8/4/15	PSE	See new Board Memo. I have electronically, if needed.	MPB 08/24/15

Please return to Andrew Pupke.

All inquiries should be made to Andrew Pupke ext. 43237.

*Need location maps -
See memo*

** See Contract Review Process

Revised 02.28.14

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
NORTHEAST SITE SOLID WASTE MANAGEMENT UNIT**

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this ____ day of _____, 20 __, by the Pinellas County Industrial Development Authority, a Special District created pursuant to Part III, Chapter 159, Florida Statutes, d/b/a PINELLAS COUNTY ECONOMIC DEVELOPMENT AUTHORITY, (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 FDEP Facility Identification Number for the Restricted Property is FL6 890 090 008 (PIN15). The facility name at the time of this Declaration is U.S. Department of Energy ("DOE") Northeast Site Solid Waste Management Unit ("SWMU") which is in the northeastern portion of the Young - Rainey STAR Center. This Declaration addresses discharges that were reported to the USEPA on December 14, 1987.

C. The discharge of chlorinated solvents on the Restricted Property/Northeast Site SWMU 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. Closure Monitoring Plan for the Northeast Site and 4.5 Acre Site, dated September 2009, submitted by the U.S. Department of Energy.
4. Interim Remedial Action for Source Removal at the Northeast Site Final Report, dated August 2009, submitted by the U.S. Department of Energy.
5. Final Report Northeast Site Area B NAPL Remediation Project at the Young – Rainey STAR Center, Largo, Pinellas County, Florida, dated April 2007, submitted by the U.S. Department of Energy.

D. The reports noted in Recital C 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 contamination does not extend beyond the Restricted Property boundaries and that the groundwater contamination does not exceed ¼-acre, and that the groundwater contamination is not migrating.

E. 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 contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. 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 Chapter 62-780 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 (PIN15) can be found by contacting the appropriate FDEP district office or bureau.

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Restricted Property that the Order be obtained for the Northeast Site SWMU and that the Restricted Property be held subject to certain restrictions, 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 or access to the groundwater under the Restricted Property 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 DWM must be in place to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated.

a.iii. There shall be no construction of new stormwater swales, stormwater detention or retention facilities, or ditches on the Restricted Property without prior written approval from FDEP's DWM in addition to any authorizations required by DWRM and the WMD.

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 an adjacent public right of way via 114th Avenue or 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 U.S. 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) 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 within the Restricted Property, 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. 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.

[DECLARATION EXECUTED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, {{GRANTOR}} has executed this instrument, this ____ day of _____, 20__.

ATTEST: KEN BURKE
Clerk of the Circuit Court
Deputy Clerk
Print Name: _____

GRANTOR
PINELLAS COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY d/b/a
PINELLAS COUNTY ECONOMIC
DEVELOPMENT AUTHORITY,

(OFFICIAL SEAL)

by and
through its Board of County Commissioners

By: _____
Name: John Morroni, Chairman

THE TERMS SPECIFIED HEREIN ARE
SUBJECT TO APPROVAL IN OPEN
SESSION BY THE BOARD OF COUNTY
COMMISSIONERS,
PINELLAS COUNTY, FLORIDA

Address:
Young – Rainey STAR Center
7887 Bryan Dairy Road, Suite 120
Largo, Florida 33777

APPROVED AS TO FORM:
OFFICE OF THE COUNTY ATTORNEY

By: Cher Shoy
Managing Assistant County Attorney

Signed, sealed and delivered in the presence of:

_____ Date: _____

Witness
Print Name: _____

_____ Date: _____

Witness
Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of ____,
20 __, by ____.
Personally Known ____ OR Produced Identification ____.
Type of Identification Produced ____.

Signature of Notary Public

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. _____.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this ____ day of _____, 20__.

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____

Name: _____

Title: _____

Division of Waste Management;

Bureau of Waste Cleanup;

Southwest District

13051 N. Telcom Pkway,

Temple Terrace, Florida 33637-0926

Signed, sealed and delivered in the presence of:

Witness: _____ Date: _____

Print Name: _____

Witness: _____ Date: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of ____, 20 __ by _____ as representative for the Florida Department of Environmental Protection.

Personally Known _____ OR Produced Identification _____.

Type of Identification Produced _____.

Signature of Notary Public

Print Name of Notary Public

Commission No. _____

Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION AND ILLUSTRATION OF
RESTRICTED PROPERTY

SCHEDULE A

DESCRIPTION:


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 N 00°17'23" W a distance of 2004.71 feet along the East line of Northeast 1/4 of said Section 13 to a point on the North line of the South 1/2 of the SW 1/4 of the NE 1/4 of the NE 1/4 of said Section 13; thence N 89°10'14" W a distance of 342.03 feet along the North line of said South 1/2 of the SW 1/4 of the NE 1/4 of the NE 1/4 to the Point of Beginning; thence leaving said North line S 00°18'06" E a distance of 571.35 feet; thence N 89°52'00" W a distance of 388.14 feet; thence N 00°00'00" E a distance of 576.02 feet to a point on aforesaid North line; thence S 89°10'14" E a distance of 385.18 feet along said North line to the Point of Beginning.

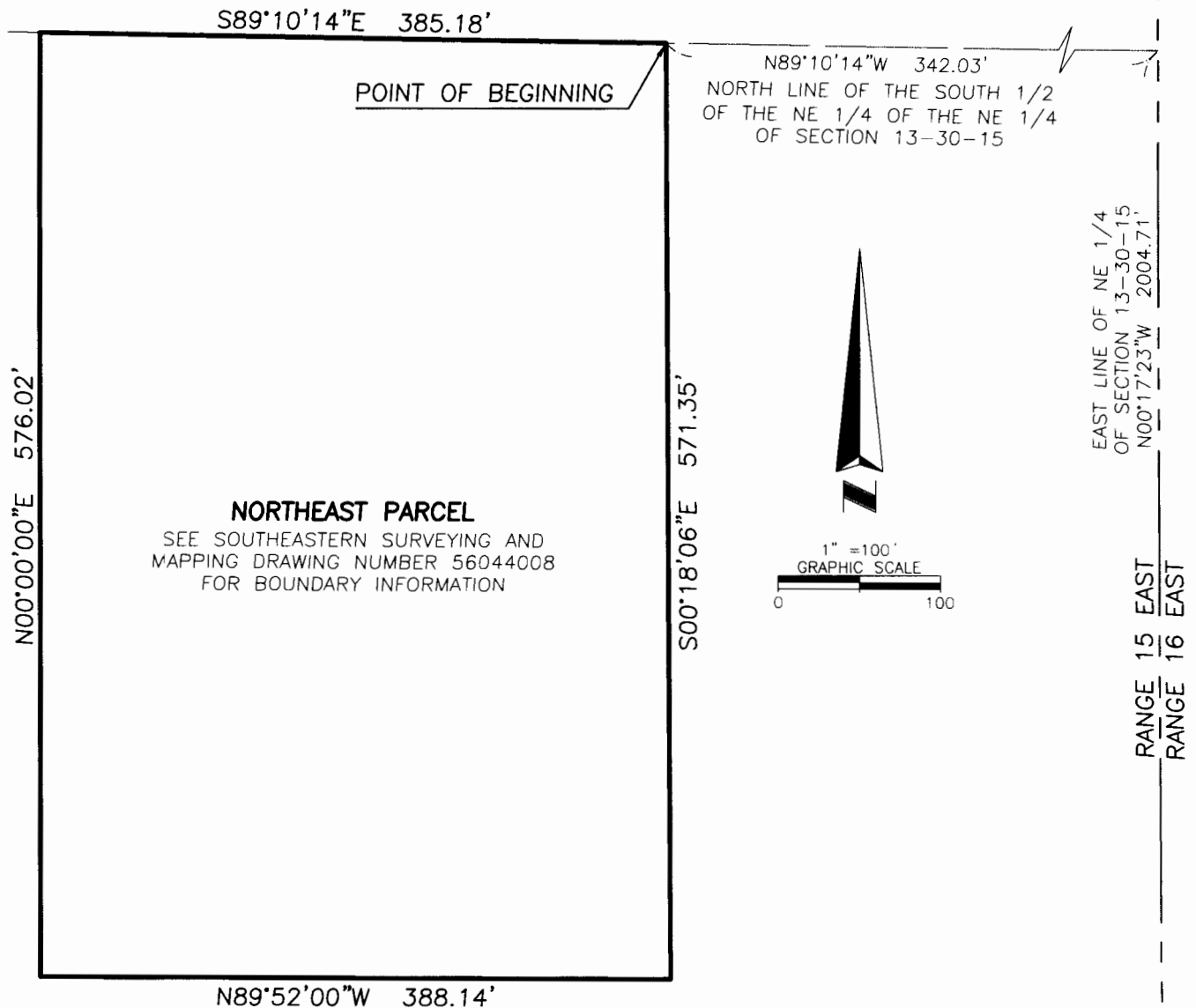
Containing: 5.09 acres, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the East line of Northeast 1/4 of Section 13, Township 30 South, Range 15 East, Pinellas County, Florida, being North 00°17'23" West.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17.050-.052 requirements.

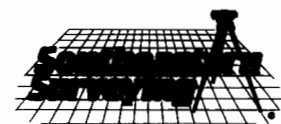
DESCRIPTION	Date: August 13, 2015	56044013
FOR	Job Number: 56044	 <p>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 10770 North 46th Street, Suite C-300 Tampa, Florida 33617 (813) 898-2711 Certification Number L32108 Email: www.southeasternsurveying.com</p> <p><i>Charles M. Arnett</i> CHARLES M. ARNETT Registered Land Surveyor Number 6884</p>
Stoller Newport News Nuclear (SN3)	Scale: 1" = 100'	
	Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.	
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	

SKETCH OF DESCRIPTION



NORTHEAST PARCEL
SEE SOUTHEASTERN SURVEYING AND
MAPPING DRAWING NUMBER 56044008
FOR BOUNDARY INFORMATION

POINT OF COMMENCEMENT
EAST 1/4 CORNER OF
SECTION 13-30-15



Drawing Number 56044013
Job No. 56044
Date: 08/13/2015
SHEET 2 OF 2
See Sheet 1 for Description

NOT VALID WITHOUT SHEET 1
THIS IS NOT A SURVEY

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580 Certification Number LB2108
e-mail: info@southeasternsurveying.com

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Memorandum of Agreement (MOA) between the Pinellas County Economic Development Authority (County) and the U.S. Department of Energy (DOE) to Conduct Continuing Obligations at the Young-Rainey STAR Center

CONTRACT NO.: number

ESTIMATED EXPENDITURE / REVENUE:

(Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).--

OTHER SPECIFICS RELATING TO THE CONTRACT:

Memorandum of Agreement (MOA) between the Pinellas County Economic Development Authority (County) and the U.S. Department of Energy (DOE) to Conduct Continuing Obligations at the Young-Rainey STAR Center

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: Andrew Pupke	07/24/15	mb		
Risk: Ginny Holscher Ginger White	7/7/15	GW	Public Entity → Public Entity	mb 08/26/15
Legal: Michael Zas	7/10/15	CDM		
Assistant County Administrator or Executive Director: Paul Sacco	8/24/15 8/24/15	(P)	This is to be a Board Agenda Item. See new memo. It is to be a component item w/ these Docs. I have an electronic document, if needed. This will require a location map.	mb 08/26/15

Please return to Andrew Pupke.

All inquiries should be made to Andrew Pupke ext. 43237.

** See Contract Review Process

Revised 02.28.14

DOCUMENT COVER SHEET

TITLE OF DOCUMENT:	MEMORANDUM OF AGREEMENT TO CONDUCT CONTINUING OBLIGATIONS
DATE OF DOCUMENT:	_____
GRANTOR:	Pinellas County Industrial Development Authority d/b/a Pinellas County Economic Development Authority
MAILING ADDRESS:	Young-Rainey STAR Center 7887 Bryan Dairy Road, Suite 120 Largo, Florida 33777
GRANTEE:	United States Department of Energy
MAILING ADDRESS:	Office of Legacy Management ATTN: Scott R. Surovchak 11025 Dover Street, Suite 1000 Westminster, CO 80021.
PROPERTY DRAWING:	See Exhibit "A"
REFERENCE BOOK AND PAGE (if any):	**NOT RECORDED**

**MEMORANDUM OF AGREEMENT TO
CONDUCT CONTINUING OBLIGATIONS
Pinellas County Industrial Development Authority
7887 Bryan Dairy Road, Suite 120
Largo, Florida 33777**

Pinellas County Industrial Development Authority d/b/a Pinellas County Economic Development Authority hereinafter referred to as (Grantor or County), in accordance with the requirements in the Sale and Purchase Contract for the Pinellas Plant, dated March 8, 1995, recognizes the right of access of the **UNITED STATES OF AMERICA** (Grantee), represented by the U.S. Department of Energy (DOE), Office of Legacy Management to the Young-Rainey Science, Technology and Research (STAR) Center (Property) as illustrated in the Property Drawing in Exhibit "A"). In accordance with this Memorandum of Agreement (MOA) other obligations by the Grantor and Grantee (Parties) in restricted areas, as depicted in Exhibit "A" and subject to Declarations of Restrictive Covenant (DRCs) are detailed herein.

A. Description of Facts:

A. 1. The Grantee previously owned the Property which was known as the Pinellas Plant (Site) and the DOE administered it. DOE transferred the Site in 1997, and the County redeveloped the facility, as the STAR Center. On December 14, 1987, prior to Grantor's ownership, DOE reported discharging chlorinated solvents at the Site to the United States Environmental Protection Agency.

A. 2. DOE is performing Property-wide corrective action pursuant to Florida Department of Environmental Protection (FDEP) Corrective Action Permit No. 0034170/HH/004, issued January 9, 2012.

A. 3. Grantor provides and shall continue providing Grantee and its representatives all reasonable and necessary access to conduct the above corrective action(s). This clause does not in any way affect the Grantee's access and easement to the property as provided in the Sale and Purchase Contract for the Pinellas Plant dated March 7, 1995 and the Quit Claim Deed (Instrument # 95-061400) recorded by Pinellas County on March 17, 1995.

A. 4. Parties are entering into this MOA to manage the implementation of the associated DRCs on the property to restrict the use of the surficial aquifer (beginning at the water table below the Property and extending to approximately 40 feet below the Property) beneath the Property, to control the modification of existing stormwater management facilities, and to govern excavation and construction in restricted areas.

A. 5. Grantor agrees to enter into DRCs regarding the Property with FDEP. FDEP is the regulatory agency with legal authority to define and enforce groundwater (use) restrictions and controls on the portions of the Property depicted in Exhibit A and as set forth in the DRCs, which will be recorded in the Official Records of Pinellas County, Florida. DOE has no authority over FDEP to act in these matters. Parties recognize DOE may only obtain FDEP approval concerning corrective action as required by its Corrective Action Permit.

A. 6. In accordance with the Sale and Purchase Contract for the Pinellas Plant dated March 7, 1995, Grantor shall notify Grantee of proposed sale of the property and Grantee must consent in writing to the "right of the Buyer (Grantor) to assign Buyer's interest.

A. 7. The Parties agree to follow a consultative process in implementing this agreement. "Consultation" and "the consultative process" mean the responsibility of one Party to meet and confer with the other Party and any appropriate contractors in order to reach agreement, to the extent possible, regarding a proposed course of action. Consultation involves a cooperative approach to problem solving between the Parties. Consultation includes the responsibility to raise any concerns or suggestions regarding the implementation of this agreement as soon as the concern or suggestion is identified, to maximize the chances of reaching agreement before an action must be taken. Consultation means timely participation by the Parties to reach consensus so that there is a clear understanding of the actions or direction to be taken based upon the outcome of consultative process.

A. 8. Grantee agrees to pay Grantor the sum of \$10 and other just compensation for entering into this MOA and final DRCs for portions of the STAR Center property with the FDEP. DOE shall make electronic compensation upon recording of signed DRCs by Clerk of Court and Comptroller of Pinellas County, Florida.

B. Deed Restriction Covenant Requirement, Notification and Perpetual Access:

B. 1. Grantor, with the assistance of Grantee, shall negotiate in good faith with FDEP and enter into and record appropriate DRCs for the Property consistent with this MOA and its purpose.

B. 2. Grantor shall notify Grantee prior to proposed well installation or other groundwater uses such as dewatering or before performing any other activities that are restricted by the DRCs. Grantee and Grantor will consult and evaluate such proposal for potential impact to remaining contamination and make all necessary arrangements to ensure work is accomplished in accordance with requirements of the DRCs. Grantor shall maintain Grantee's existing connection to Grantor's waste water system for the purpose of disposal of treated dewatering effluent from any and all portions of the contaminated ground water plume.

B. 3. Grantor shall not alter, modify or expand stormwater swales, stormwater detention or retention facilities, or ditches, and shall not construct new stormwater swales, stormwater detention or retention facilities or ditches in the restricted areas without first notifying and consulting with Grantee.

B. 4. Grantor recognizes Grantee's or Grantee's representative's right of perpetual access to perform remedial and corrective actions to include monitoring and other inspections.

B. 5. Grantor shall not breach the Building 100 slab without first notifying Grantee. Grantor shall first consult and coordinate with Grantee prior to initiating any construction or other activities that involve subsurface activities in the Building 100 immediate vicinity.

B. 6. Any conditions set forth in this MOA that conflict with the FDEP approved DRCs shall be superseded by DRC content. This MOA incorporates final recorded DRCs by reference, governs future Party obligations in, and defines, the restricted areas.

C. Grantee's Continuing Obligations:

C. 1. Grantee shall conduct corrective actions in restricted areas, including those requirements and obligations under FDEP issued Site Rehabilitation Completion Orders (SRCOs). Such corrective actions may include but are not limited to, groundwater monitoring, surveying, managing site related contaminated soil and groundwater, vapor intrusion mitigation, ground water and soil remedial action, and other activities. Grantee shall consult with Grantor regarding such corrective actions and/or long term obligations to minimize impacts to the property. C. 2.

Upon notification from Grantor, Grantee will consult with Grantor and evaluate any proposed new construction, alteration, modification, or expansion of any stormwater facilities or dewatering for potential to impact any groundwater contamination and make all necessary arrangements, at Grantee's expense, to ensure the work is accomplished in a manner that is compliant with applicable rules. An example of Grantee's effluent management plan for dewatering is provided in Exhibit "B" to this MOA. Grantee will utilize its existing connection with Grantor's waste water system for disposal of all treated dewatering effluent.

C. 3. Grantee, in coordination and consultation with Grantor, shall conduct evaluations of Building 100 pursuant to any requirements in the FDEP approved Engineering Control and Maintenance Plan within the area defined in Attachment 1. Any additional inspections are the responsibility of Grantor.

C. 4. Grantee shall evaluate the potential for vapor intrusion within the building from the contaminated media beneath Building 100. The parties shall determine acceptable potential mitigation methods and maintenance requirements. Grantor shall coordinate with its tenants and ensure access to Grantee for locations within the building as selected by the parties and tenants.

C. 5. Upon receipt of notice from Grantor that tenant construction activities will breach the exterior shell or the concrete slabs of Building 100, Grantee shall recommend appropriate measures to evaluate and/or potentially mitigate vapor intrusion and contact with potentially contaminated soil or groundwater in the work area during the proposed activity.

C. 6. Grantee shall ensure that any contaminated soil or groundwater that is removed is properly disposed pursuant to Chapter 62-780, of the Florida Administrative Code (F.A.C.) and any other applicable local, state and federal requirements.

C. 7. Grantee shall review any newly executed leases for spaces contained within the restricted areas to ensure that proper notice is provided to any lessees of this MOA and related DRCs and their associated requirements, within five (5) business days of receipt from Grantor.

D. Grantor's Continuing Obligations:

D. 1. Grantor shall reference the relevant DRCs and this MOA and its requirements in any subsequent lease or deed of conveyance within the restricted areas.

D. 2. Grantor shall provide notice to any existing lessees within the restricted areas of the relevant DRCs and this MOA and their requirements.

D. 3. Grantor shall provide copies of current leases, redacted as appropriate to limit the dissemination of business or proprietary information, to Grantee prior to Building 100 inspections that are required pursuant to the Engineering Control and Maintenance Plan.

D. 4. Grantor shall coordinate Grantee's access to the restricted areas within fifteen (15) business days of notification from Grantee.

D. 5. Grantor shall conduct inspections and maintenance of Building 100 in consultation with and assisted by Grantee, pursuant to an FDEP-approved Engineering Control and Maintenance Plan.

D. 6. If dewatering is required in restricted areas, Grantor, in consultation with Grantee, shall prepare a site specific dewatering plan and provide same to Grantee prior to commencing work. Grantee shall utilize current connection with Grantor's water system for disposal of treated dewatering effluent.

D. 7. Grantor shall provide forty (40) business days' notice to Grantee of any tenant construction activities that will breach the shell of Building 100 or its concrete floor. Grantor and Grantee shall consult to facilitate the project while maintaining protectiveness of the building.

ARTICLE I

GENERAL PROVISIONS

1.1 This MOA establishes Rights, Conditions, and Responsibilities for implementing the DRCs upon the subject Property in certain restricted areas. By granting and accepting the terms and conditions of this MOA, Grantor and Grantee (Parties), agree to be bound by said terms and agree that the Parties shall utilize a consultative process to ensure such terms and conditions are met. Should the Parties not agree the terms are being met, the Parties shall be entitled to specific performance of any of the provisions or conditions thereof in any court of competent jurisdiction if the curing of any violation has not occurred within twenty (20) business days after the Party has provided written notice pursuant to Article 5.1 below, to the violating Party of said violations or deficiencies. In any such action taken hereunder, The Party seeking specific performance shall be entitled to recover damages, including but not limited to, all costs associated with gaining access and maintaining the continued obligations as set forth in this MOA. In any such action, the prevailing party shall recover appropriate attorneys' fees and costs that were deemed necessary in bringing the action to enforce the MOA.

1.2 The Parties agree that venue for any state court proceedings shall be Pinellas County, and any federal court proceeding shall be the Middle District of Florida.

1.3 All future purchasers, lessees, or possessors of any portion of the Property shall be notified and assigned the Rights, Conditions and Restrictions contained herein by the current property owner at the time of any transfer. All future purchasers, lessees, or possessors of any portion of the Property shall also agree for and among themselves, their heirs, successors, and assigns, to adhere to the Rights, Conditions, and Responsibilities, established herein, for the benefit of future owners and occupants and that their interest in the Property shall be subject to the Rights, Conditions, and Responsibilities contained herein. The terms of this MOA shall pass to any successor owner of such Property unless the requirements under the MOA have been met at the time of sale, transfer or assignment or have become moot by reason of some other actions (e.g. the issuance of an SRCO for the site). The Grantor agrees to obtain for mutual Grantor/Grantee benefit, enforceable contractual provisions comparable in all material respects to the provisions set forth herein from any successor in interest or assign of an interest in the Property or any portion thereof and any purchasers, lessees, or possessors of any relevant portion of the Property and to require any such successor or assign to require similar contractual

protection from each subsequent successor or assign. The provisions of this Article will survive the termination of this MOA.

ARTICLE II

RIGHTS, CONDITIONS, AND RESPONSIBILITIES

2.1 Said Rights, Conditions, and Responsibilities are conveyed subject to existing easements for public roads and highways, public utilities, and pipelines.

2.2 The Grantor recognizes the right of Grantee, and their authorized representatives, contractors, and subcontractors of perpetual access in, upon, over, under and across Grantor's Property, described above, to perform inspection, surveillance, monitoring, characterization, assessment, and remediation of any potential contamination of the Property, to carry out surface or subsurface remedial action if determined necessary by Grantee, and to take other responsible action consistent with the evaluation and performance for remedial actions including but not limited to monitoring and well installation/maintenance and ensuring that all continuing obligations and engineering controls are properly maintained. Grantee, its successors and assigns agree to notify Grantor fifteen (15) business days prior to required access to the restricted areas. Grantee shall coordinate access with Grantor, its successors or assigns, to minimize interference of their use and enjoyment of the Property. Grantee's activities shall not unreasonably interfere with future development of the Property.

2.3 Grantor and Grantee agree there shall be no use of the shallow aquifer groundwater beginning approximately at the water table and extending below the Property to approximately 40 feet, without prior written approval of Grantee and appropriate permits and other authorizations as required by state and local law and in accordance with the applicable DRC. Grantor, its successors and assigns, may drill for water from the Floridan aquifer (approximately 100 feet or deeper below the Property) with prior, Grantee written approval and appropriate permits as required by state and local law and in accordance with the applicable DRC. Grantor must submit plans for any drilling or ground water use activity on the property to the Grantee before conducting such activities on the Property. Grantee shall consult with Grantor and assist in obtaining necessary regulatory approvals required by the DRCs. Grantee reserves the right to construct sampling wells, monitoring wells, remediation wells, or other remedial systems, on the Property.

2.4 Grantee shall consult with Grantor, its successors or assigns to ensure Grantee's equipment necessary to meet its regulatory compliance requirements does not unreasonably interfere with current or future use of the Property. Grantor shall not permit the Property to be used in such a way that will disturb or interfere with the integrity of such equipment or exacerbate the known contamination.

2.5 Grantee is self-insured and shall cause its authorized representatives, contractors and subcontractors who perform under this MOA to carry reasonable liability insurance covering risk of liability caused by any of their activities and/or their employees. Upon request, Grantee's authorized representatives, contractors and subcontractors will provide Grantor certificates evidencing insurance coverage.

2.6 Grantee shall be responsible for any loss or destruction of, or damage to, Grantor's real or personal property caused by the activities of Grantee in exercising any rights hereby granted in the 1995 Quit Claim Deed and this MOA in accordance with the Federal Torts Claims Act.

2.7 In accordance with 2.3 above, FDEP and the Grantee must approve a dewatering plan, prior to any dewatering activities on the Property. In consultation with Grantor, Grantee will ensure the plan includes appropriate handling, treatment and disposal of any extracted contaminated groundwater at Grantee's expense. Grantee will provide necessary personnel, personal protective equipment (PPE) and train Grantor's personnel in the use of such equipment. At its own expense and in consultation with Grantor, Grantee will develop an effluent management plan and provide and operate additional equipment/systems to ensure appropriate handling, treatment and disposal of any extracted contaminated groundwater. An example of Grantee's effluent management plan for dewatering is provided in Exhibit "B" to this MOA. Grantee shall utilize existing connection to Grantor's waste water system for disposal of all treated dewatering effluent.

2.8 Grantor, its successors and assigns, shall not alter, modify, or expand existing stormwater features, and shall not construct new stormwater swales, stormwater detention or retention facilities or ditches in restricted areas without first notifying the Grantee and obtaining its written approval. Grantor must also notify and obtain written approval from any other appropriate government agency, as required by the DRCs, before commencing such work. Should the alteration, modification, or expansion of existing stormwater features have costs that exceed those associated with normally accepted methods because of the known contamination, Grantee shall be responsible for these costs.

2.9 Grantor, its successors or assigns, shall notify the Grantee by certified mail, at least thirty (30) business days prior to any sale, transfer, or assignment of its fee interest in the restricted areas.

2.10 Grantee, its successors and assigns, agrees to obtain all necessary permits, licenses, and approvals in connection with its activities on the Property. Grantee shall appropriately handle, treat and dispose of any contaminated media derived from its activities.

ARTICLE III **REMOVAL OF CONDITIONS**

3.1 The Grantee may remove from the restricted areas, at its discretion, the Rights, Conditions, and Responsibilities detailed in this MOA when the Grantee has determined that a restricted area meets regulatory standards, as approved by the FDEP; otherwise the Rights, Conditions, and Responsibilities of this MOA shall continue in effect in perpetuity.

3.2 To remove the herein established Rights, Conditions, and Responsibilities of this MOA and Restrictions from the Property or portion thereof, Grantee shall assist Grantor in securing a Termination and Release of Declaration of Restrictive Covenant executed by Grantor and FDEP.

3.3 Should Grantor and Grantee remove DRC-imposed restrictions from a restricted area with FDEP approval, or portions thereof pursuant to this Article, the Parties to this MOA shall be relieved of any obligations with regard to the area where restrictions are removed.

ARTICLE IV
COVENANT NOT TO SUE

4.1 In consideration of the mutual undertakings of this MOA, each Party releases and covenants not to sue the other Party or its officers, directors, employees, affiliates, attorneys or agents, successors, or assigns, with respect to any claims, liability, expenses, attorneys' fees and obligations (claims) out of the DRCs and this MOA whether such claims are known or unknown, suspected or unsuspected, claimed or unclaimed, asserted or unasserted, that any Party has in the past, now has or may have in the future. This release and covenant not to sue shall not include any claims relating to the enforcement of this MOA. The Parties reserve the right to take such action as may be necessary to enforce this MOA.

ARTICLE V
MISCELLANEOUS

5.1 Whenever any Party to this MOA seeks to give or serve Notice, demand, or other communication with respect to this MOA, such notice, demand, or communication shall be in writing and shall be sent simultaneously to an authorized representative of each Party in certified mail with return receipt requested or by electronic mail.

- a) If to Grantor, such Notice, demand or other communication shall be sent to Pinellas County Industrial Development Authority, ATTN: Paul Sacco, Director Pinellas County Real Estate Management, 7887 Bryan Dairy Road, Suite 120, Largo, Florida 33777 or by electronic mail to psacco@pinellascounty.org.
- b) If to the Grantee, such notice, demand or other communication shall be sent to the U.S. Department of Energy, Office of Legacy Management, ATTN: Scott Surovchak, Pinellas Site Manager, 11025 Dover Street, Suite 1000, Westminster, CO 80021 or by electronic mail to scott.surovchak@lm.doe.gov.

5.2 If any provision of this MOA is determined to be invalid or unenforceable for any reason, the remaining provisions of this MOA shall remain in full force and effect.

5.3 Except as otherwise noted in this MOA, this MOA constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this MOA shall be binding upon the Parties hereto or shall affect or be effective to interpret change or restrict the provisions of this MOA.

5.4 This MOA may be executed in counterparts, with all counterparts taken as one instrument. It shall not be necessary that the signature of all parties appear on the same counterpart, so long as each party signs at least one counterpart.

5.5 This MOA shall not be modified in any respect, except in writing signed by all Parties to this MOA.

5.6 This MOA shall be governed by and construed in accordance with the laws of the State of Florida.

5.7 All Parties have participated in the drafting and preparation of this MOA and it shall not be construed for or against any Party by reason of authorship.

5.8 This MOA does not change or terminate any pre-existing rights or interests retained by the Grantor or Grantee under the March 8, 1995 Sale & Purchase Contract (DOE File code PIN 1415.05[A]), or granted by the Grantor to the Grantee. This MOA does not affect the Grantee's remediation obligations pursuant to 42 USC §9620(h) and previously agreed upon by the Parties.

IN WITNESS WHEREOF, the parties have entered into this MOA on the date last written below.

THIS MOA, together with all the conditions thereof, is executed by Grantor this _____ day of _____, 2015 .

GRANTOR:

**Pinellas County Industrial Development
Authority**

By: _____
Chairman

ACCEPTED AND AGREED:

WITNESS:

Notary Public

THIS MOA, together with all the conditions thereof, is executed by Grantee this 25th day of August, 2015.

GRANTEE:

**United States of America
Department of Energy,
Office of Legacy Management**

BY: *[Signature]* for Russel Edge

Russel Edge, Director Office of Site Operations

ACCEPTED AND AGREED:

WITNESS: *[Signature]*

Linda R. Berry
Notary Public

20044022971

07/02/2016

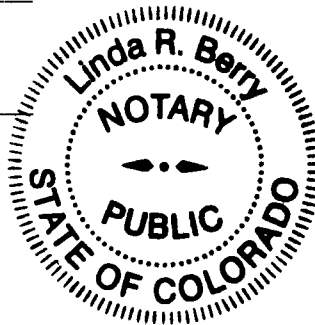




EXHIBIT "A"

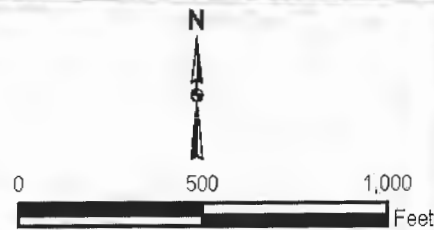
PROPERTY DRAWING





Legend

-  Restricted Property
-  Parcel Boundary (Source: Pinellas County)



U.S. DEPARTMENT OF ENERGY
OFFICE OF LEGACY MANAGEMENT

Work performed by
Stellar Newport News Nuclear, Inc.
Under DOE Contract Number DE-AC000040

Restricted Properties Young - Rainey STAR Center Pinellas, FL, Site

DATE PREPARED:
April 22, 2015

FILE NAME:
N0199200

EXHIBIT "B"

EXAMPLE EFFLUENT MANAGEMENT PLAN FOR DEWATERING

[DATE]
U. S. Department of Energy
Office of Legacy Management
2597 Legacy Way
Grand Junction, CO 81503

RE: Proposed Dewatering on Young – Rainey STAR Center

Gentlemen:

This letter details the parties responsible with respect to dewatering on the referenced property. There is a limited possibility of organic solvents in groundwater being captured by the dewatering activity. The parties have agreed to the following steps.

Owner and/or Owner's Contractor will include the following specification in its construction contract and/or subcontracts. The parties agree that the delivery point for ground water shall be as shown in the plans.

1.02 SPECIAL DEWATERING REQUIREMENTS

1. Groundwater encountered during the execution of the work may be contaminated. Groundwater samples taken from below the elevation of the deepest work have exhibited low levels of vinyl chloride and other associated contaminants. Samples taken at or above the elevation of the deepest work have not exhibited contamination. All dewatering of the soils within ____ feet of the area of concern shall be accomplished with well point systems only. Excavations must be kept dry. Water shall not be allowed to enter excavations. The discharge from the well point system shall be contained within the watertight discharge hose and delivered to a vessel provided by the Department of Energy (DOE) or their designee. The approximate location of the discharge point is shown on the plans and will be to the top of an 18,000 gallon tank with opening 14 feet above grade. At this point the DOE will accept the water and treat and dispose of the water as their responsibility. After such delivery, the Contractor will no longer be responsible for this water. While the tankage will allow some flow peaks, it can only accept up to 55 gallons per minute average flow on a continuous basis. The Contractor shall conform his operations to comply to this limit.
2. The Contractor shall notify the STAR Center and the DOE, or their designee, 30 days before entering the special dewatering requirements zone. The Contractor shall schedule his construction operations to minimize the durations of dewatering from within the zone as much as reasonably practicable. The DOE, or their designee, will monitor water removed from the tank and notify the Contractor and Engineer if contaminants are detected. The DOE or their designee will monitor the atmosphere in excavations for volatile contaminants and report the results to the Contractor's site supervisor. If contamination is detected in the groundwater, upon completion of

dewatering, dewatering equipment shall be flushed clean with clean water and discharged to the DOE tanks. The volume of water used for flushing shall exceed three times the volume of all the dewatering equipment volumetric capacity.

3. A report is available from DOE that describes the potential contamination as it relates to the proposed construction. The potential contaminants are known to be volatile and will evaporate into the air readily and possibly pose an inhalation hazard to workers, so containment of the well point water within the hose, pipe, pumps or vessels is paramount. The Contractor shall be responsible to determine personal protective equipment and safety measures to comply with Occupational Safety and Health Act regulations and to protect the workers.

4. After delivery to the DOE 18,000 gallon tank, the DOE will be responsible for the ground water, including transfer of water to the air stripper and disposing of the water through the normal industrial waste discharge to Pinellas County Sewer System including normal payments. The DOE will monitor/test water for contaminants and inform Engineer/Contractor of results. The atmosphere in the excavations will also be monitored for volatile contaminants by the DOE.

If this letter is consistent with your understanding of our agreement, please sign and return.

Department of Energy Signature/Date

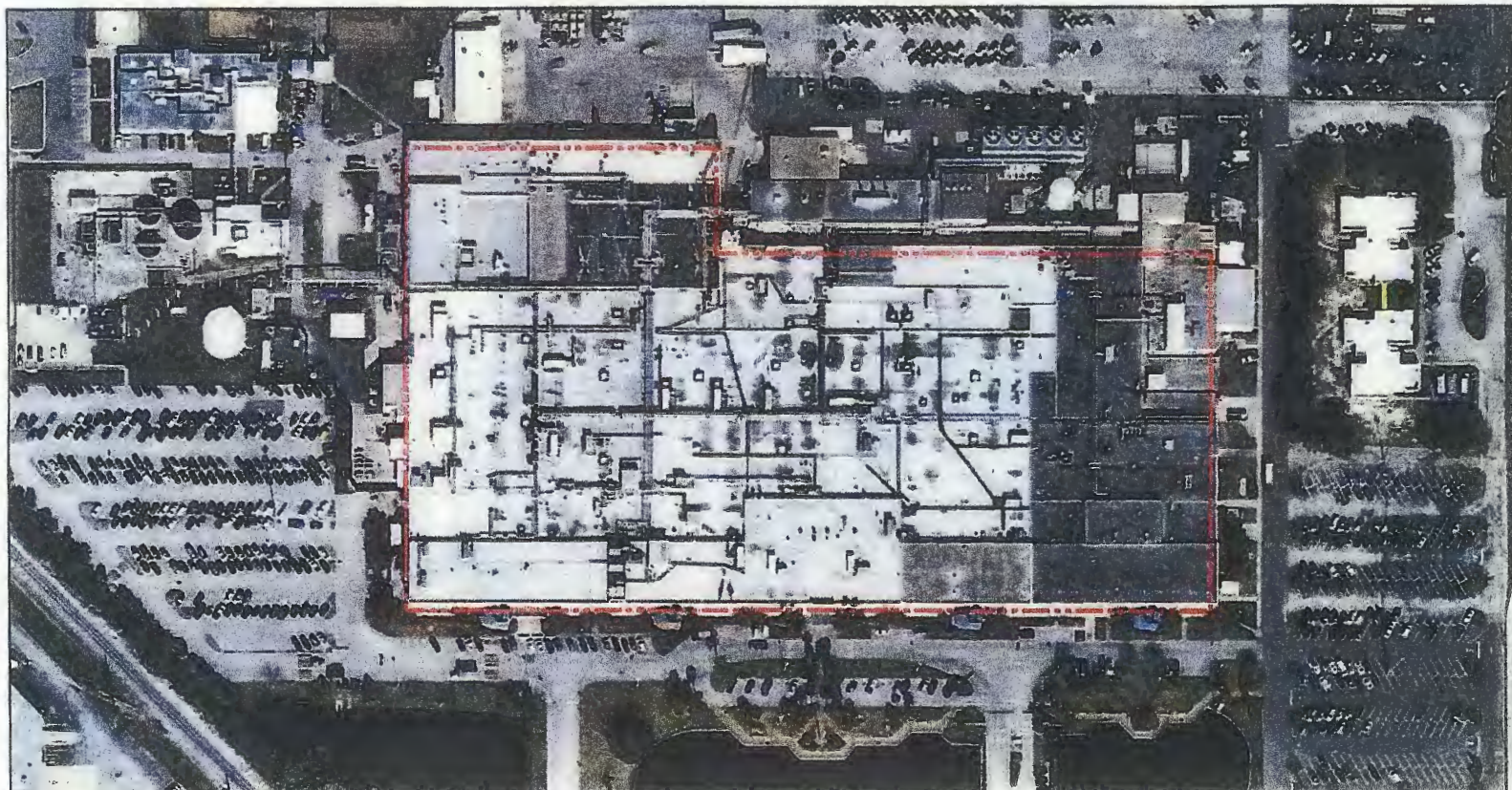
Contractor Signature/Date

Department of Energy Printed Name

Contractor Printed Name

Attachment 1

**Location of Engineering Control, Building 100 Area SWMU
Pinellas, Florida, Site.**

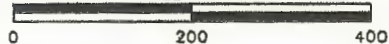


Legend

----- ENGINEERING CONTROL BOUNDARY



SCALE IN FEET



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U.S. DEPARTMENT OF ENERGY
GRAND JUNCTION, COLORADO

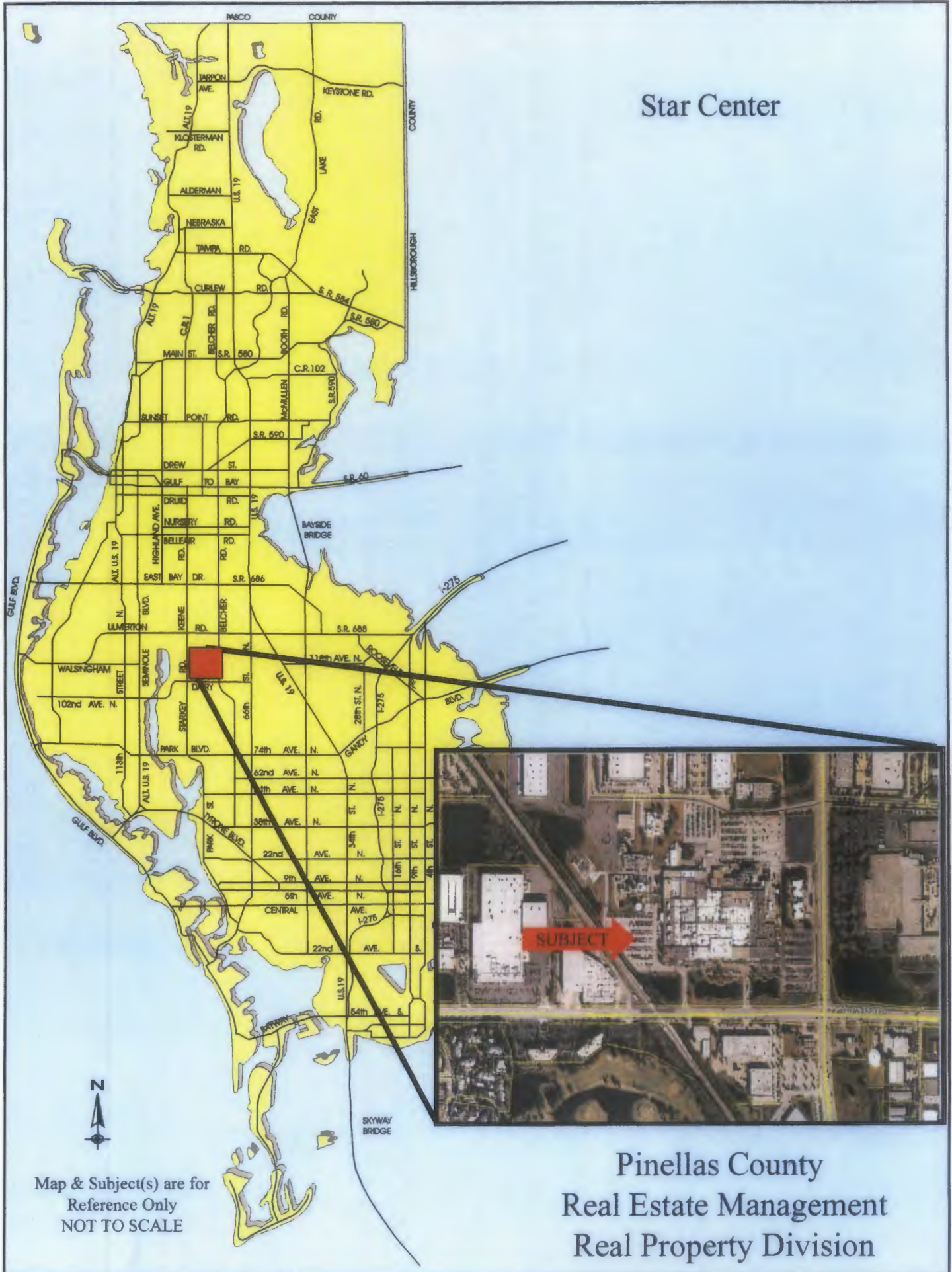
Work Performed by
S.M. Staller Corporation
Under DOE Contract
No. DE-AM01-07LM00080

Attachment 1 Location of Engineering Control
Building 100 Area SWMU
Pinellas, FL, Site

DATE PREPARED:
March 10, 2014

FILENAME:
N01822AA-MOA

Star Center



Pinellas County
Real Estate Management
Real Property Division