

**(Domestic Mail Only; No Insurance Coverage Provided)**

OFFICIAL USE

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Tot

MAILED 8.17.2020

Street, Apt. No.;  
or PO Box No.

City, State, ZIP+4

**See Reverse for Instructions**

2013 1710 0002 1881 9937

**COMPLETE THIS SECTION ON DELIVERY**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

10. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

**Hillsborough County GLAS**  
**Attn: Cari Allen**

**601 E Kennedy Blvd, 23rd floor**

**Tampa FL 33602  
62nd Street DRCs**



9590 9402 5520 9249 1731 26

2. Article Number (Transfer from service label)

7013 1710 0002 1881 9937

**Restricted Delivery**

- | 3. Service Type  | Priority Mail Express®  |
|--|---|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input checked="" type="checkbox"/> Certified Mail®              | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery |   |

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

### Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

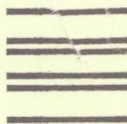
### Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10



USPS TRACKING#



9590 9402 5520 9249 1731 26

United States  
Postal Service

RECEIVED

FDEP - MS 4500

AUG 28 2006

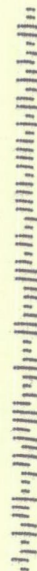
Attn: J Pennington

DIVISION 2

WASTE MANAGEMENT

2600 Blair Stone Road  
Tallahassee FL 32399

• Sender: Please print your name, address, and ZIP+4® in this box•



**Erbland, Tonya**

**From:** Burkhalter, Graham <Burkhalter.Robert@epa.gov>  
**Sent:** Thursday, July 30, 2020 10:44 AM  
**To:** Erbland, Tonya  
**Cc:** Cheung, Francis  
**Subject:** FDEP contact information

**RECEIVED**

AUG - 5 2020

DIVISION OF  
WASTE MANAGEMENT

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**⚠ CAUTION:** This email originated from an external sender. Verify the source before opening links or attachments. **⚠**

Tonya,

Will you please forward Mr. Lindsey's DRC to FDEP for their signature at the following address:

Judith Pennington  
2600 Blair Stone Road, MS #4500  
Tallahassee, FL 3239902400  
850-245-8690  
[Judith.A.Pennington@FloridaDEP.gov](mailto:Judith.A.Pennington@FloridaDEP.gov)

Once we have FDEP's signatures on Mr. Lindsey's DRC and the County's DRC, both DRCs and the joinder and consent will be presented to the Hillsborough County Board of Commissioners for approval. I will keep you both updated on the progress there, as we will look to the PRP group to cover the cost of recording.

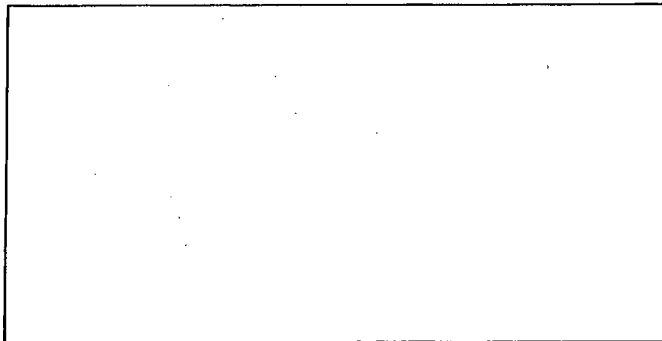
Thank you again!

Graham Burkhalter  
Assistant Regional Counsel  
CERCLA Law Office  
U.S. Environmental Protection Agency, Region 4  
61 Forsyth Street, SW  
Atlanta, Georgia 30303  
404-562-9519

Judith,  
Please see the  
attached for your  
signature. And  
then please return  
to Graham Burkhalter  
Thanks  
Tonya

This instrument prepared by:

Graham Burkhalter  
Assistant Regional Counsel  
U.S. Environmental Protection Agency  
61 Forsyth St., S.W.  
Atlanta, GA 30303



### DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (hereinafter "Declaration") is given this 29<sup>th</sup> day of July, 2020, by Alvin R. Lindsey ("Grantor"), having an address of 2806 North 62<sup>nd</sup> Street, Tampa, Florida, to the State of Florida Department of Environmental Protection (hereinafter "FDEP" or "Grantee").

### RECITALS

- A. **WHEREAS**, Grantor is the fee simple owner of a parcel of land situated in the County of Hillsborough, State of Florida, more particularly described in Exhibit A (Legal Description of the Property) attached hereto and made a part hereof (hereinafter the "Property"). The parcel described above is identified by Parcel Number: U-10-29-19-1MX-000004-0001.0. and Folio Number: 041978-0000.
- B. **WHEREAS**, a portion of the Property is encumbered by that certain platted, public right-of-way in favor of Hillsborough County, more particularly described in Exhibit B (Legal Description of the Right-of-Way), attached hereto and made a part hereof (hereinafter the "ROW").
- C. **WHEREAS**, Hillsborough County, a political subdivision of the State of Florida, and FDEP entered into that certain Declaration of Restrictive Covenants for the purpose of imposing restrictive covenants on the adjacent property owned by Hillsborough County, including its interest in the ROW.
- D. **WHEREAS**, in conjunction with the Declaration of Restrictive Covenants, Hillsborough County executed that certain Acknowledgement, Joinder and Consent of County Interests, which is attached hereto as Exhibit D and made a part hereof, for its interests in the ROW.
- E. **WHEREAS**, The Property subject to this restrictive covenant is a portion of the site known as the 62<sup>nd</sup> Street Dump Superfund Site ("Site"). The U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C.

§ 9605, proposed the Site for inclusion on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on December 30, 1982, and promulgated as final on September 8, 1983. The Site was deleted from the National Priorities List on October 1, 1999, at 64 Fed. Reg. 53213. The EPA Site Identification Number for the Site is FLD980728877. The FDEP Site Identification Number is ERIC\_3805.

F. **WHEREAS**, the EPA Region 4 Regional Administrator selected a "remedial action" for the Site pursuant to the following decision documents.

1. EPA Superfund Record of Decision for Operable Unit 01, EPA/ROD/R04-90/070 (issued June 1990).
2. EPA Explanation of Significant Differences (issued October 1991)
3. EPA Record of Decision Amendment (issued June 1995)
4. EPA Explanation of Significant Differences (issued March 2020)

G. **WHEREAS**, the remedial action selected pursuant to the EPA Record of Decision, Explanations of Significant Differences, and Record of Decision Amendment, has been performed on the Site. Monitoring of the protectiveness of the remedy and Institutional Controls will continue, as contamination in excess of allowable concentrations for unrestricted use remain on the Property.

H. **WHEREAS**, the remedy with engineering controls established for the Site pursuant to the EPA Record of Decision (ROD) and ROD Amendment will be maintained and monitored by The David J. Joseph Company and Vulcan Materials Company and their successors and assigns, in accordance with the 1995 O&M Plan, developed pursuant to the Consent Decree entered by the court in U.S. v Alvin R. Lindsey et al., Civil Action No. 92-115-CIV-T-22C, United States District Court, Middle District of Florida, Tampa Division.

I. **WHEREAS**, it is the intent of the restrictions in this declaration to reduce or eliminate the risk of exposure of the contaminants to the environment and to users or occupants of the property and to reduce or eliminate the threat of migration of the contaminants.

J. **WHEREAS**, it is the intention of all parties that EPA is a third-party beneficiary of said restrictions, and said restrictions shall be enforceable by the EPA, FDEP, and their successor agencies.

K. **WHEREAS**, the parties hereto have agreed 1) to impose on the Property use restrictions as covenants that will run with the land for the purpose of protecting human health and the environment; and 2) to grant an irrevocable right of access over the Property to the Grantee and its agents or representatives, and to EPA and its agents or representatives, for purposes of implementing, facilitating and monitoring the remedial action; and

L. **WHEREAS**, Grantor deems it desirable and in the best interest of all present and future owners of the Property that the Property be held subject to certain restrictions and changes that will run with the land, for the purpose of protecting human health and the environment, all of which are more particularly hereinafter set forth.

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

- a. The foregoing recitals are true and correct and are incorporated herein by reference.
- b. Grantor hereby imposes on the Property the following restrictions:
  1. **Restrictions on use:** The following covenants, conditions, and restrictions apply to the use of the Property:
    - a) There shall be no drilling for water conducted on the Property nor shall any wells, including monitoring wells, be installed on the Property unless pre-approved by FDEP and EPA. Contaminated groundwater shall not be used until State groundwater standards and the groundwater cleanup standards identified in the ROD are met. The Property is located within a Delineated Area, which Chapter 62-524 of the Florida Administrative Code defines as a surface area within which ground water contamination is known to exist.
    - b) There shall be no storm water swales, storm water detention or retention facilities, or ditches constructed on the Property unless previously approved by FDEP.
    - c) There shall be no dewatering activities on the Property without prior approval by FDEP and the EPA of a plan to ensure the appropriate handling, treatment, and disposal of any extracted, contaminated groundwater.
    - d) Attached as **Exhibit C**, and incorporated by reference herein, is a Boundary Survey of the Site. Any use of the Property in a manner that may disturb the integrity of the on-site engineering controls depicted in **Exhibit C**, including the "capped landfill" area and cut-off walls, monitoring wells, and fences located along the property

boundary is prohibited. This restriction may only be modified pursuant to Paragraph 3 of this Declaration.

- e) The engineering controls and monitoring wells, described in paragraph 1(d) above and depicted in **Exhibit C**, shall be maintained by The David J. Joseph Company and Vulcan Materials Company and their successors and assigns, in accordance with the 1995 O&M Plan, developed pursuant to the Consent Decree entered by the court in *U.S. v Alvin R. Lindsey et al.*, Civil Action No. 92-115-CIV-T-22C, United States District Court, Middle District of Florida, Tampa Division.
- f) On-site engineering controls occupy the entire Property. Thus, there shall be no agricultural use of the land including forestry, fishing, and mining; no hotels or lodging; no recreational uses including amusement parks, parks, camps, museums, zoos, or gardens; no residential uses; no educational uses, such as elementary and secondary schools, or day care services; and no commercial or industrial use of the Property. These restrictions may only be modified pursuant to Paragraph 3 of this Declaration, and any change in use of the Property, if approved by FDEP and/or EPA, may require additional response actions.
- g) Should future development plans require the disturbance of any on-site features, structures or engineering controls identified in paragraph 1(d) above, additional response actions may be required by FDEP and/or EPA. For any construction activities, a plan must be submitted and approved by FDEP and EPA to address and ensure the appropriate management of any contaminated media that may be encountered.

2. **Irrevocable Covenant for Site Access:** Grantor hereby grants to the Grantee, its agents and representatives, and to EPA, and EPA's contractors, agents, representatives, and delegates, an irrevocable, permanent, and continuing right of access at all reasonable times to the Property for purposes of:

- a) Implementing the response actions selected in the ROD, ESDs, ROD Amendment, and any subsequent ROD modifications;
- b) Verifying any data or information submitted to EPA and Grantee;
- c) Verifying that no action is being taken on the Property in violation of the terms of this instrument or of any federal or state environmental laws or regulations;
- d) Monitoring the response actions on the Site and conducting investigations relating to contamination on or near the Site, including, without limitation, sampling of air, water, sediments, soils, and specifically, without limitation, obtaining split or duplicate samples;

- e) Conducting periodic reviews of the remedial action, including but not limited to reviews required by applicable statutes and/or regulations; and
  - f) Conducting operation and maintenance of the remedial action and carrying out any response action deemed necessary by EPA.
3. **Modification:** This Declaration shall not be modified, amended, or terminated without the written consent of FDEP or its successor agency. FDEP shall not consent to any such modification, amendment, or termination without the written consent of EPA.
4. (a) **Reserved rights of Grantor:** Grantor hereby reserves unto itself, its successors, its heirs, and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights and covenants granted herein.
- (b) **Reserved Rights of EPA:** Nothing in this document shall limit or otherwise affect EPA's rights of entry and access, or EPA's authority to take response actions under CERCLA, the NCP, or other federal law.
- (c) **Reserved Rights of Grantee:** Nothing in this document shall limit or otherwise affect Grantee's rights of entry and access or authority to act under state or federal law.
5. **Notice requirement:** Grantor agrees to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A DECLARATION OF RESTRICTIVE COVENANTS, DATED \_\_\_\_\_, 20\_\_, RECORDED IN THE PUBLIC LAND RECORDS ON \_\_\_\_\_, 20\_\_, IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, IN FAVOR OF, AND ENFORCEABLE BY, THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

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

6. **Administrative Jurisdiction:** FDEP or any successor state agency having administrative jurisdiction over the interests acquired by the State of Florida by this instrument is the Grantee. EPA is a third-party beneficiary to the interests acquired by Grantee.
7. **Enforcement:** The Grantee shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental

agency that is substantially benefited by this Declaration. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. It is expressly agreed that EPA is not the recipient of a real property interest but is a third-party beneficiary of the Declaration of Restrictive Covenants and, as such, has the right of enforcement. Enforcement of the terms of this instrument shall be at the discretion of the entities listed above, and any forbearance, delay, or omission to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantee under this instrument.

8. **Damages:** Grantee shall be entitled to recover damages for violations of the terms of this instrument, or for any injury to the remedial action, to the public, or to the environment protected by this instrument.
9. **Waiver of certain defenses:** Grantor hereby waives any defense of laches, estoppel, or prescription.
10. **Covenants:** Grantor hereby covenants to and with the Grantee, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, and to the best of Grantor's knowledge, **Exhibit A** accurately reflects the current state of title of the Property as of the date of this Declaration of Restrictive and Affirmative Covenants.
11. **Notices:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, referencing the Site name and Site ID number and addressed as follows:

**To Grantor:**

Alvin R. Lindsey  
2806 North 62<sup>nd</sup> Street  
Tampa, Florida 33619-1633

**To Grantee:**

Program Administrator, Waste Cleanup  
FDEP M.S. 4505  
2600 Blair Stone Road  
Tallahassee, FL 32399

**To EPA:**

U.S. EPA, Region 4  
Superfund and Emergency Management Division  
Restoration and Sustainability Branch  
61 Forsyth Street, S.W.  
Atlanta, GA 30303

12. **Recording in Land Records:** Grantor shall record this Declaration of Restrictive and Affirmative Covenants in timely fashion in the Official Records of Hillsborough County,

Florida, with no encumbrances, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this document in the public records.

13. **General provisions:**

a) **Controlling law:** The interpretation and performance of this instrument shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the state where the Property is located.

b) **Liberal construction:** Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

c) **Severability:** If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

d) **Entire Agreement/Merger:** This instrument sets forth the entire agreement of the parties with respect to rights and restrictions created hereby and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.

e) **No Forfeiture:** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

f) **Joint Obligation:** If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

g) **Successors:** The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantee", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantee" and their personal representatives, heirs, successors, and assigns. The rights of the Grantee and Grantor under this instrument are freely assignable, subject to the notice provisions hereof.

h) **Captions:** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

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

j) Attachments: **Exhibit A** - Legal Description of Real Estate  
**Exhibit B** - Legal Description of ROW  
**Exhibit C** - Boundary Survey  
**Exhibit D** - Acknowledgement, Joinder and Consent of County Interests

14. Electronic Signature: The parties agree that this Declaration may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

[Signature Pages to Follow]

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

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

Executed this 29<sup>th</sup> day of July, 2020.

GRANTOR: X Alvin R. Lindsey [Signature]  
Alvin R. Lindsey [Print Name/Title]

Signed, sealed and delivered in the presence of:

|                                 |                                    |                        |
|---------------------------------|------------------------------------|------------------------|
| <u>Penny Kersey</u><br>Witness: | <u>Penny Kersey</u><br>Print Name  | <u>7-29-20</u><br>Date |
| <u>[Signature]</u><br>Witness:  | <u>Tonya Erbland</u><br>Print Name | <u>7-29-20</u><br>Date |

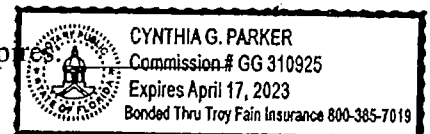
STATE OF FLORIDA  
COUNTY OF Hillsborough

On this 29 day of July, 2020, before me by means of ☒ physical presence or ☐ online notarization, the undersigned, a Notary Public in and for the State of Florida, duly commissioned and sworn, personally appeared Alvin R. Lindsey, known to be the individual who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said individual, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

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

Cynthia G. Parker  
Notary Public in and for the  
State of Florida

My Commission Expires



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

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this 13<sup>th</sup> day of AUGUST, 2020

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

Tim J. Bahr Digitally signed by Tim J. Bahr  
Date: 2020.08.13 15:19:40 -04'00'

TIM J. BAHR, P.G., Director  
Division of Waste Management  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Signed, sealed and delivered in the presence of:

Witness: Jennifer Farrell Digitally signed by Jennifer Farrell  
Date: 2020.08.13 15:25:55 -04'00' Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Witness: Judith Pennington Date: August 13, 2020  
Print Name: JUDITH PENNINGTON

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization this 13 day of AUGUST, 2020, by TIM J. BAHR as representative for the Florida Department of Environmental Protection.

Personally Known ☒ OR Produced Identification N/A  
Type of Identification Produced \_\_\_\_\_



JUDITH PENNINGTON  
Commission # GG 292065  
Expires March 31, 2023  
Bonded Thru Budget Notary Services

Judith Pennington

Signature of Notary Public

JUDITH PENNINGTON

Print Name of Notary Public

Commission No. GG 292065

Commission Expires: MARCH 31, 2023

Attachments: **Exhibit A** – Legal Description of Real Estate  
**Exhibit B** – Legal Description of ROW  
**Exhibit C** – Boundary Survey  
**Exhibit D** – Acknowledgement, Joinder and Consent of County Interests

## **Exhibit A**

### **Legal Description of the Property**

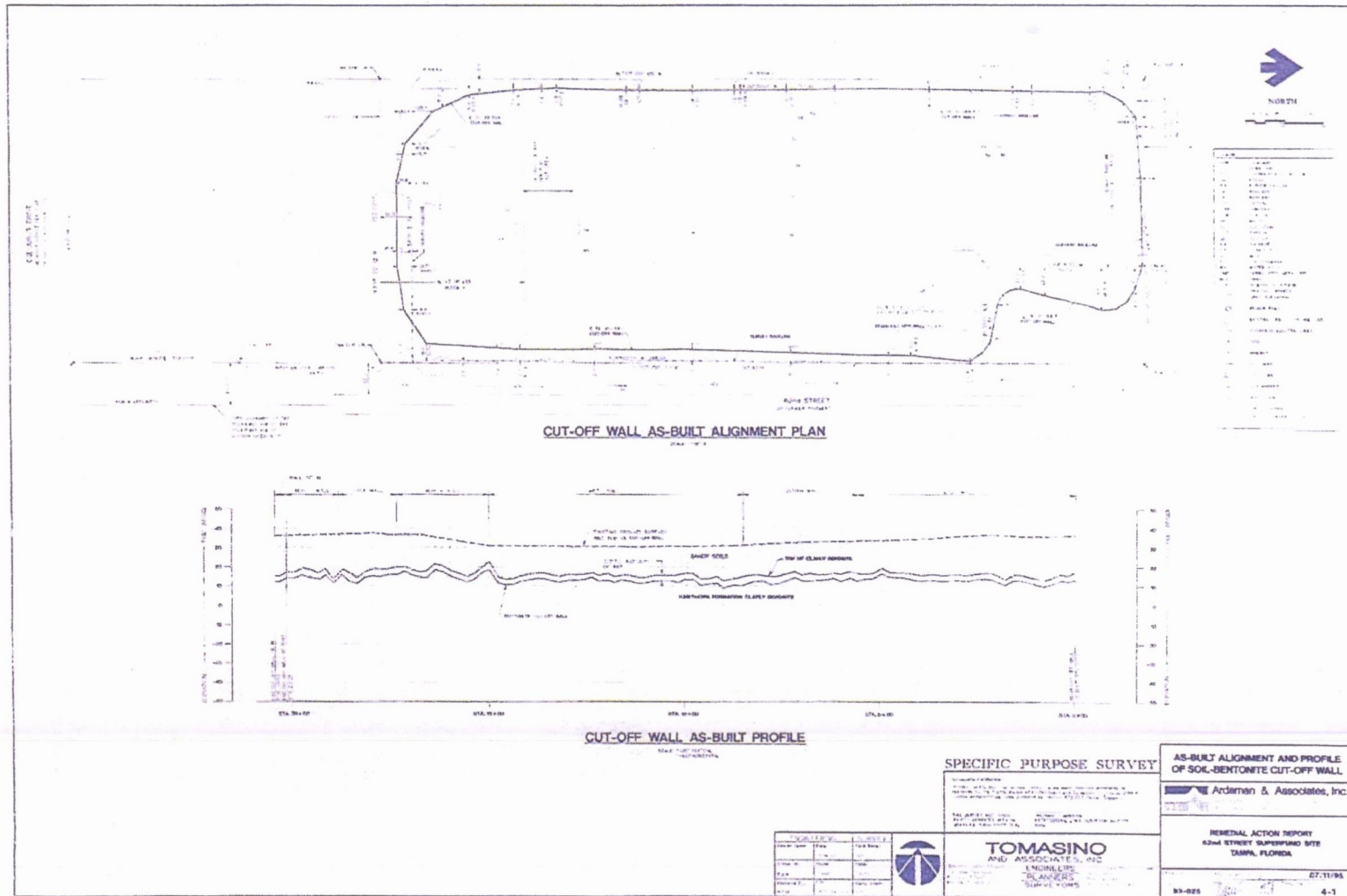
The northern half of Lot 1, Block 4 of the Farmland Subdivision, according to the Plat thereof as recorded in Plat Book 4, Page 83 of the Public Records of Hillsborough County, Florida, together with the southern half of the right of way lying between Lot 1, Block 4 and Lot 4, Block 1 of the Farmland Subdivision, according to the Plat thereof as recorded in Plat Book 4, Page 83 of the Public Records of Hillsborough County.

## **Exhibit B**

### **Legal Description of the ROW**

All of that certain 50' platted, public right-of-way lying between Lot 1, Block 4, and Lot 4, Block 1 of the Farmland Subdivision, according to the Plat thereof as recorded in Plat Book 4, Page 83 of the Public Records of Hillsborough County, Florida.

**Exhibit C**  
**Boundary Survey**



**Exhibit D**

**Acknowledgement, Joinder and Consent of County Interests**

## **ACKNOWLEDGMENT, JOINDER, AND CONSENT OF COUNTY INTERESTS**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Alvin R. Lindsey ("Lindsey") is the fee simple owner of that certain property located in Hillsborough County, Florida, which includes land underlying adjacent platted right-of-way, as further described in Exhibit A, which is attached hereto and incorporated herein by reference ("Lindsey Parcel"); and

WHEREAS, Lindsey and The State of Florida Department of Environmental Protection ("FDEP") desire to enter into a Declaration of Restrictive Covenants to encumber and restrict the use of the Lindsey Parcel ("Lindsey Restrictions"); and

WHEREAS, Hillsborough County, a political subdivision of the State of Florida, whose mailing address is 601 East Kennedy Boulevard, Tampa, FL 33602 ("County"), hereby certifies that it is the holder of certain public rights and interests in that certain 50' platted, public right-of-way by virtue of the plat of Farmland subdivision, recorded on May 1, 1907 within Plat Book 4, Page 83 of the Public Records of Hillsborough County, Florida, which is further set forth and described in Exhibit B, which is attached hereto and incorporated herein by reference ("ROW"); and

WHEREAS, the ROW encumbers a portion of the Lindsey Parcel; and

WHEREAS, the U.S. Environmental Protection Agency and FDEP desire for the County to enter into and execute this Acknowledgment, Joinder, and Consent of County Interests for the purpose of the County acknowledging, joining in, consenting to, and subjecting the County's interests in the ROW encumbering the Lindsey Parcel to the Lindsey Restrictions.

NOW THEREFORE, the County hereby acknowledges, joins in, and consents to the Lindsey Restrictions as to any County interests in the ROW encumbering the Lindsey Parcel; and

Nothing in this Acknowledgment, Joinder, and Consent of County Interests shall be construed to prevent the County from performing any maintenance and repairs required to maintain the County's interests in the ROW. Notwithstanding, prior to conducting such maintenance, the County shall notify FDEP to ensure that any contaminated soils or other wastes encountered are managed appropriately and in accordance with applicable federal and state regulations.

The parties agree that this Acknowledgment, Joinder, and Consent of County Interests may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2016.

**[Signature Page to Follow]**

IN WITNESS WHEREOF, this Acknowledgment, Joinder, and Consent of County  
Interests is executed by the undersigned this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**HILLSBOROUGH COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA**

ATTEST:  
PAT FRANK  
CLERK OF THE CIRCUIT COURT

By: \_\_\_\_\_  
Title: Deputy Clerk

By: \_\_\_\_\_  
Title: Chairman

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Approved as to Form and Legal Sufficiency:**

By: \_\_\_\_\_  
Vivian Arenas-Battle's  
Senior Assistant County Attorney

## **Exhibit A**

### **Lindsey Parcel Legal Description**

The northern half of Lot 1, Block 4 of the Farmland Subdivision, according to the Plat thereof as recorded in Plat Book 4, Page 83 of the Public Records of Hillsborough County, Florida, together with the southern half of the right of way lying between Lot 1, Block 4 and Lot 4, Block 1 of the Farmland Subdivision, according to the Plat thereof as recorded in Plat Book 4, Page 83 of the Public Records of Hillsborough County.

## **Exhibit B**

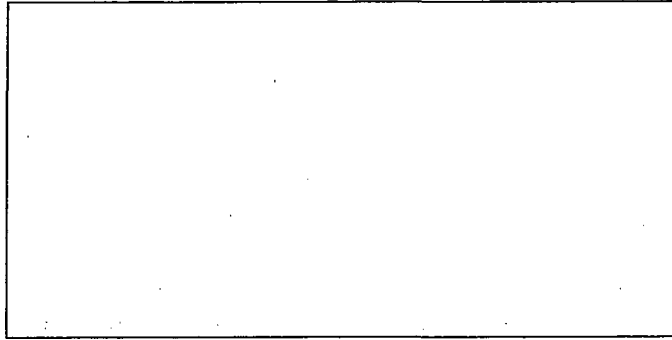
### **ROW Legal Description**

All of that certain 50' platted, public right-of-way lying between Lot 1, Block 4, and Lot 4, Block 1 of the Farmland Subdivision, according to the Plat thereof as recorded in Plat Book 4, Page 83 of the Public Records of Hillsborough County, Florida.

Project: No.: 2014-013  
Project Name: Sixty-Second Street Superfund Site  
Folio #: 41963-0000  
Sec 10 Twp 29 Rge 19

This instrument prepared by:

Graham Burkhalter  
Assistant Regional Counsel  
U.S. Environmental Protection Agency  
61 Forsyth St., S.W.  
Atlanta, GA 30303



### DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (hereinafter "Declaration") is given this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the County of Hillsborough, Florida, ("Grantor") having a mailing address of 601 East Kennedy Boulevard, Tampa, FL 33602, to the State of Florida Department of Environmental Protection (hereinafter "FDEP" or "Grantee").

### RECITALS

- A. **WHEREAS**, Grantor is the fee simple owner of a parcel of land situated in the County of Hillsborough, State of Florida, more particularly described in **Exhibit A** (Legal Description of the Real Estate) attached hereto and made a part hereof (hereinafter the "Real Estate"). The parcel described above is identified by Parcel Number: U-10-29-19-1MX-000001-00001.0. and Folio Number 041963-0000.
- B. **WHEREAS**, Grantor is the holder of certain interests by virtue in that platted, public right-of-way, more particularly described in **Exhibit B** (Legal Description of the Right-of-Way) attached hereto and made a part hereof (hereinafter the "ROW"). The Real Estate and ROW shall hereinafter be referred to collectively as the "Property."
- C. **WHEREAS**, The Property subject to this restrictive covenant is a portion of the site known as the 62<sup>nd</sup> Street Dump Superfund Site ("Site"). The U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, proposed the Site for inclusion on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on December 30, 1982, and promulgated as final on September 8, 1983. The Site was deleted from the National Priorities List on October 1, 1999, at 64 Fed. Reg. 53213. The EPA Site Identification Number for the Site is FLD980728877. The FDEP Site Identification Number is ERIC\_3805.
- D. **WHEREAS**, the EPA Region 4 Regional Administrator selected a "remedial action" for the Site pursuant to the following decision documents.

1. EPA Superfund Record of Decision for Operable Unit 01, EPA/ROD/R04-90/070 (issued June 1990).
  2. EPA Explanation of Significant Differences (issued October 1991)
  3. EPA Record of Decision Amendment (issued June 1995)
  4. EPA Explanation of Significant Differences (issued March 2020)
- E. **WHEREAS**, the remedial action selected pursuant to the EPA Record of Decision, Explanations of Significant Differences, and Record of Decision Amendment, has been performed on the Site. Monitoring of the protectiveness of the remedy and Institutional Controls will continue, as contamination in excess of allowable concentrations for unrestricted use remain on the Property.
- F. **WHEREAS**, the remedy with engineering controls established for the Site pursuant to the EPA Record of Decision (ROD) and ROD Amendment will be maintained and monitored by The David J. Joseph Company and Vulcan Materials Company and their successors and assigns, in accordance with the 1995 O&M Plan, developed pursuant to the Consent Decree entered by the court in U.S. v Alvin R. Lindsey et al., Civil Action No. 92-115-CIV-T-22C, United States District Court, Middle District of Florida, Tampa Division.
- G. **WHEREAS**, it is the intent of the restrictions in this declaration to reduce or eliminate the risk of exposure of the contaminants to the environment and to users or occupants of the Property and to reduce or eliminate the threat of migration of the contaminants.
- H. **WHEREAS**, it is the intention of all parties that EPA is a third-party beneficiary of said restrictions, and said restrictions shall be enforceable by the EPA, FDEP, and their successor agencies.
- I. **WHEREAS**, the parties hereto have agreed 1) to impose on the Property use restrictions as covenants that will run with the land for the purpose of protecting human health and the environment; and 2) to grant an irrevocable right of access over the Property to the Grantee and its agents or representatives, and to EPA and its agents or representatives, for purposes of implementing, facilitating, and monitoring the remedial action;
- J. **WHEREAS**, the parties hereto and the EPA have agreed that the present Declaration of Restrictive Covenants achieves the purposes of, and is more protective than, that certain Notice and Deed Restrictions recorded July 14, 1995, in Hillsborough County Official Records Book 7822, Page 1984; and
- K. **WHEREAS**, Grantor deems it desirable and in the best interest of all present and future owners of the Property that the Property be held subject to certain restrictions and changes that will run with the land; for the purpose of protecting human health and the environment, all of which are more particularly hereinafter set forth.

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

- a. The foregoing recitals are true and correct and are incorporated herein by reference.
- b. Grantor hereby imposes on the Property the following restrictions:
  1. **Restrictions on use:** The following covenants, conditions, and restrictions apply to the use of the Property:
    - a) There shall be no drilling for water conducted on the Property nor shall any wells, including monitoring wells, be installed on the Property unless pre-approved by FDEP and EPA. Contaminated groundwater shall not be used until State groundwater standards and the groundwater cleanup standards identified in the ROD are met. The Property is located within a Delineated Area, which Chapter 62-524 of the Florida Administrative Code defines as a surface area within which ground water contamination is known to exist.
    - b) There shall be no stormwater swales, stormwater detention or retention facilities, or ditches constructed on the Property unless previously approved by FDEP.
    - c) There shall be no dewatering activities on the Property without prior approval by FDEP and the EPA of a plan to ensure the appropriate handling, treatment, and disposal of any extracted, contaminated groundwater.
    - d) Attached as **Exhibit C**, and incorporated by reference herein, is a Boundary Survey of the Site. Any use of the Property in a manner that may disturb the integrity of the on-site engineering controls depicted in **Exhibit C**, including the "capped landfill" area and cut-off walls, monitoring wells, and fences located along the Property boundary is prohibited. This restriction may only be modified pursuant to Paragraph 3 of this Declaration.
    - e) The engineering controls and monitoring wells, described in paragraph 1(d) above and depicted in **Exhibit C**, shall be maintained by The David J. Joseph Company and Vulcan Materials Company and their successors and assigns, in accordance with the

1995 O&M Plan, developed pursuant to the Consent Decree entered by the court in U.S. v Alvin R. Lindsey et al., Civil Action No. 92-115-CIV-T-22C, United States District Court, Middle District of Florida, Tampa Division.

- f) On-site engineering controls occupy the entire Property. Thus, there shall be no agricultural use of the land including forestry, fishing, and mining; no hotels or lodging; no recreational uses including amusement parks, parks, camps, museums, zoos, or gardens; no residential uses; no educational uses such as elementary and secondary schools, or day care services; and no commercial or industrial use of the Property. These restrictions may only be modified pursuant to Paragraph 3 of this Declaration, and any change in use of the Property, if approved by FDEP and/or EPA, may require additional response actions.
  - g) Should future development plans require the disturbance of any on-site features, structures or engineering controls identified in paragraph 1(d) above, additional response actions may be required by FDEP and/or EPA. For any construction activities, a plan must be submitted and approved by FDEP and EPA to address and ensure the appropriate management of any contaminated media that may be encountered.
2. **Irrevocable Covenant for Site Access:** Grantor hereby grants to the Grantee, its agents and representatives, and to EPA, and EPA's contractors, agents, representatives, and delegates, an irrevocable, permanent, and continuing right of access at all reasonable times to the Property for purposes of:
- a) Implementing the response actions selected in the ROD, ESDs, ROD Amendment, and any subsequent ROD modifications;
  - b) Verifying any data or information submitted to EPA and Grantee;
  - c) Verifying that no action is being taken on the Property in violation of the terms of this instrument or of any federal or state environmental laws or regulations;
  - d) Monitoring the response actions on the Site and conducting investigations relating to contamination on or near the Site, including, without limitation, sampling of air, water, sediments, soils, and specifically, without limitation, obtaining split or duplicate samples;
  - e) Conducting periodic reviews of the remedial action, including but not limited to reviews required by applicable statutes and/or regulations; and
  - f) Conducting operation and maintenance of the remedial action and carrying out any response action deemed necessary by EPA.

3. **Modification:** This Declaration shall not be modified, amended, or terminated without the written consent of FDEP or its successor agency. FDEP shall not consent to any such modification, amendment, or termination without the written consent of EPA.
4. **(a) Reserved rights of Grantor:** Grantor hereby reserves unto itself, its successors, its heirs, and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights and covenants granted herein.  
  
**(b) Reserved Rights of EPA:** Nothing in this document shall limit or otherwise affect EPA's rights of entry and access, or EPA's authority to take response actions under CERCLA, the NCP, or other federal law.  
  
**(c) Reserved Rights of Grantee:** Nothing in this document shall limit or otherwise affect Grantee's rights of entry and access or authority to act under state or federal law.
5. **Notice requirement:** Grantor agrees to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A DECLARATION OF RESTRICTIVE COVENANTS, DATED \_\_\_\_\_, 20\_\_, RECORDED IN THE PUBLIC LAND RECORDS ON \_\_\_\_\_, 20\_\_, IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, IN FAVOR OF, AND ENFORCEABLE BY, THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

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

6. **Administrative Jurisdiction:** FDEP or any successor state agency having administrative jurisdiction over the interests acquired by the State of Florida by this instrument is the Grantee. EPA is a third-party beneficiary to the interests acquired by Grantee.
7. **Enforcement:** The Grantee shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by this Declaration. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. It is expressly agreed that EPA is not the recipient of a real property interest but is a third-party beneficiary of the Declaration of Restrictive Covenants and, as such, has the right of enforcement. Enforcement of the terms of this instrument shall be at the discretion of the entities listed above, and any forbearance, delay, or omission to exercise

its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantee under this instrument.

8. **Damages:** Grantee shall be entitled to recover damages for violations of the terms of this instrument, or for any injury to the remedial action, to the public, or to the environment protected by this instrument.
9. **Waiver of certain defenses:** Grantor hereby waives any defense of laches, estoppel, or prescription.
10. **Covenants:** Grantor hereby covenants to and with the Grantee, that the Grantor is lawfully seized in fee simple of the Property in **Exhibit A**, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, and to the best of Grantor's knowledge, **Exhibits A and B** accurately reflect the current state of title of the Property as of the date of this Declaration of Restrictive Covenants.
11. **Notices:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, referencing the Site name and Site ID number and addressed as follows:

**To Grantor:**

Hillsborough County  
Geospatial & Land Acquisition Services Department  
Attn: Director  
601 E. Kennedy Blvd, 23<sup>rd</sup> Floor  
Tampa, FL 33602

**To Grantee:**

Program Administrator, Waste Cleanup  
FDEP MS. 4505  
2600 Blair Stone Road  
Tallahassee, FL 32399

**To EPA:**

U.S. EPA, Region 4  
Superfund and Emergency Management Division  
Restoration and Sustainability Branch  
61 Forsyth Street, S.W.  
Atlanta, GA 30303

12. **Recording in Land Records:** Grantor shall record this Declaration of Restrictive Covenants in timely fashion in the Official Records of Hillsborough County, Florida, with no encumbrances, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this document in the public records.

13. **General provisions:**

- a) **Controlling law:** The interpretation and performance of this instrument shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the state where the Property is located.
- b) **Liberal construction:** Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c) **Severability:** If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d) **Entire Agreement/Merger:** This instrument sets forth the entire agreement of the parties with respect to rights and restrictions created hereby and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein. By this instrument, the Notice and Deed Restrictions recorded July 14, 1995, in Hillsborough County Official Records Book 7822, Page 1984 is hereby superseded and replaced.
- e) **No Forfeiture:** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- f) **Joint Obligation:** If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.
- g) **Successors:** The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantee", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantee" and their personal representatives, heirs, successors, and assigns. The rights of the Grantee and Grantor under this instrument are freely assignable, subject to the notice provisions hereof.
- h) **Captions:** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- i) **Counterparts:** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be

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deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

- j)     Attachments:   **Exhibit A** - Legal Description of Real Estate  
                          **Exhibit B** – Legal Description of ROW  
                          **Exhibit C** – Boundary Survey

14.    **Electronic Signature:** The parties agree that this Declaration may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

[Signature Pages to Follow]

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

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

GRANTOR

HILLSBOROUGH COUNTY, a political subdivision of the State of Florida

ATTEST:

PAT FRANK

CLERK OF THE CIRCUIT COURT

By: \_\_\_\_\_

Chairman, Board of County  
Commissioners

By: \_\_\_\_\_

DEPUTY CLERK

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_

Vivian Arenas-Battles  
Senior Assistant County Attorney

NOTARIZED  
BOOKED & INDEXED  
FILED  
RECORDED



Project: No.: 2014-013  
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Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel Paula C. Haro

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this 13 day of AUGUST, 2020

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

**Tim J. Bahr**

Digitally signed by Tim J. Bahr  
Date: 2020.08.13 15:20:55  
-04'00'

TIM J. BAHR, P.G., Director  
Division of Waste Management  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Signed, sealed and delivered in the presence of:

Witness: Jennifer Farrell Digitally signed by Jennifer Farrell  
Date: 2020.08.13 15:24:21 -04'00' Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Witness: Judith Pennington Date: August 13, 2020  
Print Name: JUDITH PENNINGTON

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization this 13<sup>th</sup> day of AUGUST, 2020, by TIM J. BAHR as representative for the Florida Department of Environmental Protection.

Personally Known ✓ OR Produced Identification N/A  
Type of Identification Produced \_\_\_\_\_



JUDITH PENNINGTON  
Commission # GG 292065  
Expires March 31, 2023  
Bonded Thru Budget Notary Services

Judith Pennington  
Signature of Notary Public  
JUDITH PENNINGTON

Print Name of Notary Public  
Commission No. GG 292065  
Commission Expires: MARCH 31, 2023

Project: No.: 2014-013  
Project Name: Sixty-Second Street Superfund Site  
Folio #: 41963-0000  
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Attachments: **Exhibit A** - Legal Description of Real Estate  
**Exhibit B** – Legal Description of ROW  
**Exhibit C** – Boundary Survey

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## **Exhibit A**

### **Legal Description of the Real Estate**

Lots 1 and 4 in Block 1 of the Farmland Subdivision, according to the Plat thereof as recorded in Plat Book 4, Page 83 of the Public Records of Hillsborough County, Florida, together with the northern half of the right of way lying between Lot 1, Block 4 and Lot 4, Block 1 of the Farmland Subdivision, according to the Plat thereof as recorded in Plat Book 4, Page 83 of the Public Records of Hillsborough County, Florida.

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## **Exhibit B**

### **Legal Description of the ROW**

All of that certain 50' platted, public right-of-way lying between Lot 1, Block 4, and Lot 4, Block 1 of the Farmland Subdivision, according to the Plat thereof as recorded in Plat Book 4, Page 83 of the Public Records of Hillsborough County, Florida.

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**Exhibit C**  
**Boundary Survey**

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