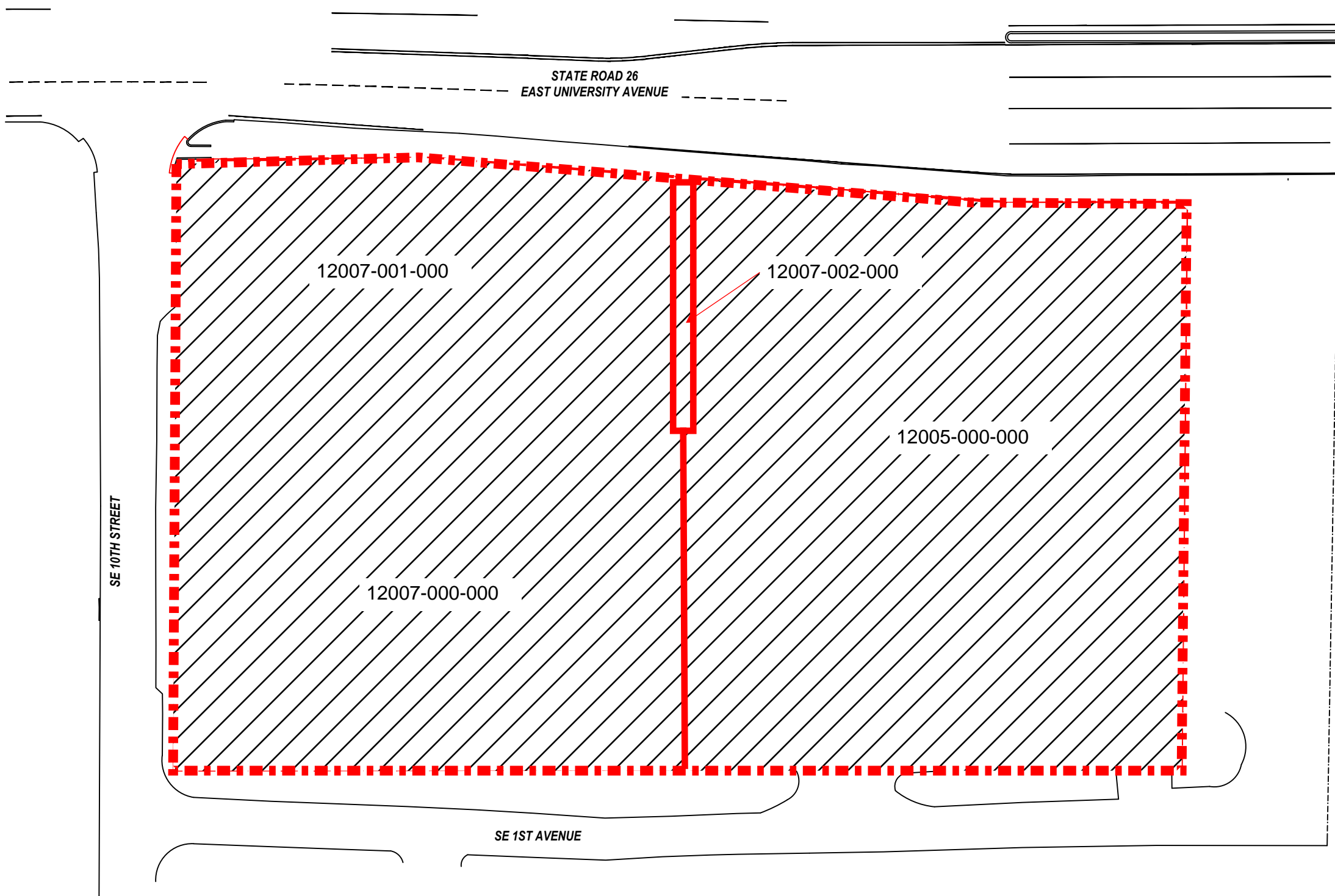

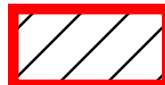
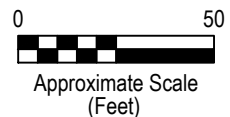


Appendix A



LEGEND

-  SITE BOUNDARY
-  PROPOSED BROWNFIELD REDEVELOPMENT AREA



Project Mngr:	DMC
Drawn By:	VMC
Checked By:	DMC
Approved By:	SDG

Project No.	H4187285
Scale:	AS SHOWN
File No.	H4187285-2A
Date:	SEP-2018

Terracon
Consulting Engineers and Scientists

5463 W. Waters Ave., Ste 830 Tampa, Florida
PH. (813) 221-0050 FAX. (813) 221-0051

BW University Green Reuse Area

1007 and 1021 E. University Avenue and 15 SE 10th Street
Gainesville, Alachua County, FL 32601

APPENDIX

A

Appendix B

THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.
Brownfields, Transactions, Due Diligence, Development, Permitting, Cleanups & Compliance

2100 Ponce de Leon Boulevard, Suite 710
Coral Gables, Florida 33134
Telephone: (305) 777-1680
www.goldsteinenvlaw.com

Michael R. Goldstein, Esq.
Direct Dial: (305) 777-1682
Email: mgoldstein@goldsteinenvlaw.com

September 24, 2018

Via Email Only

Ms. Wendy Thomas, Director
Department of Doing, Planning Division
City of Gainesville
P.O. Box 490, Station 11
Gainesville, FL 32602-0490

**Re: Request to Designate Brownfield Area to Remove Barriers to Redevelopment
Arising out of Actual Contamination**

Dear Ms. Thomas:

On behalf of BW University and 10th, LLC (“BW University”), we are pleased to submit this request to designate property located at 1007 and 1021 E. University Avenue, Gainesville, Alachua County, FL 32601, Parcel ID Nos. 12007-001-000, 12007-000-000, and 12005-000-000, a Brownfield Area pursuant to Chapter 376.80(2)(c), Florida Statutes as an effective, proven strategy to remove pollution related barriers to redevelopment.¹ The approximately 1.73 acre property currently sits vacant and idle, in large part due to the presence of petroleum contamination in soil and groundwater. This contamination, caused by historic automotive retail fueling operations at the project site in the 1950s, has severely complicated redevelopment by imposing unbudgeted cleanup, remediation, and development costs, extending the development schedule to accommodate working with the Florida Department of Environmental Protection on contamination cleanup, and exposing the developer to possible third-party liability claims. Fortunately, Florida’s Brownfields Redevelopment Program is designed to overcome these very challenges, which is why the designation we are requesting today on behalf of BW University is so critical to the success of the project.

In considering a request for designation of a brownfield area, a local government must evaluate and apply the criteria set forth in Chapter 376.80(2)(c), Florida Statutes. As reflected in the Statement of

¹ The site plan and legal description for the property can be found at [Exhibit A](#).

Ms. Wendy Thomas, Director
September 24, 2018
Page 2

Eligibility incorporated herein at Exhibit B, BW University meets such statutory criteria. Accordingly, based on the foregoing, we respectfully request that staff favorably review this request and recommend approval. Of course, as you evaluate the application and supporting materials, please feel free to contact us should you have any questions or require further information. Thank you.

Very truly yours,

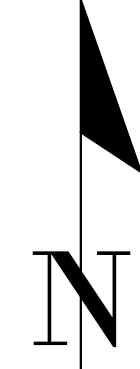
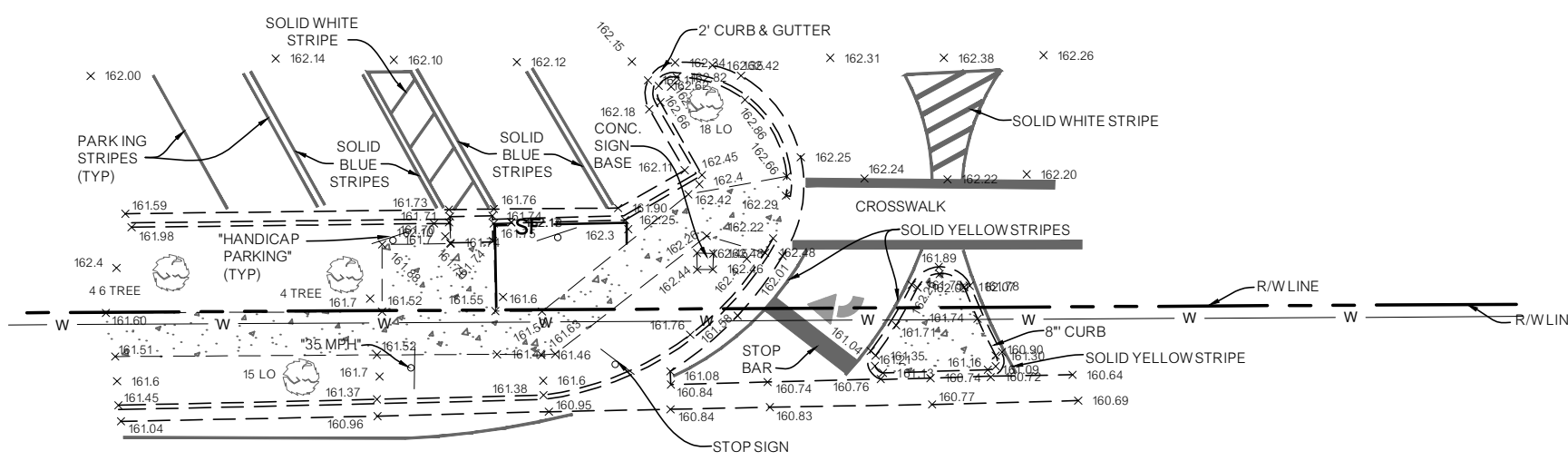
THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.



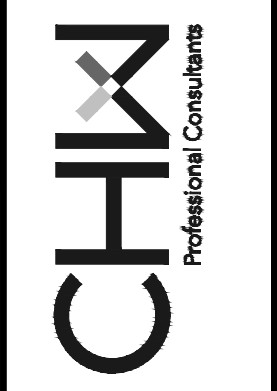
Michael R. Goldstein

cc: Sean McDermott, Assistant City Attorney, City of Gainesville
Mr. Austin Simmons, BW University and 10th, LLC
Mr. Matt Britten, BW University and 10th, LLC

Exhibit A



120 NW 79th Drive
 Gainesville, Florida 32607
 (352) 331-1976 / (352) 331-2476
 www.dhw-inc.com
 est. 1988 FLORIDA
 CA 0076



SCALE: 1"=20'
 REFER TO ORIGINAL DRAWING FOR BAR SCALE
 0" MINIMUM PLOT SIZE
 THIS SHEET SHALL BE ADJUSTED TO FIT THE PLOT
 SCALES ACCORDINGLY.

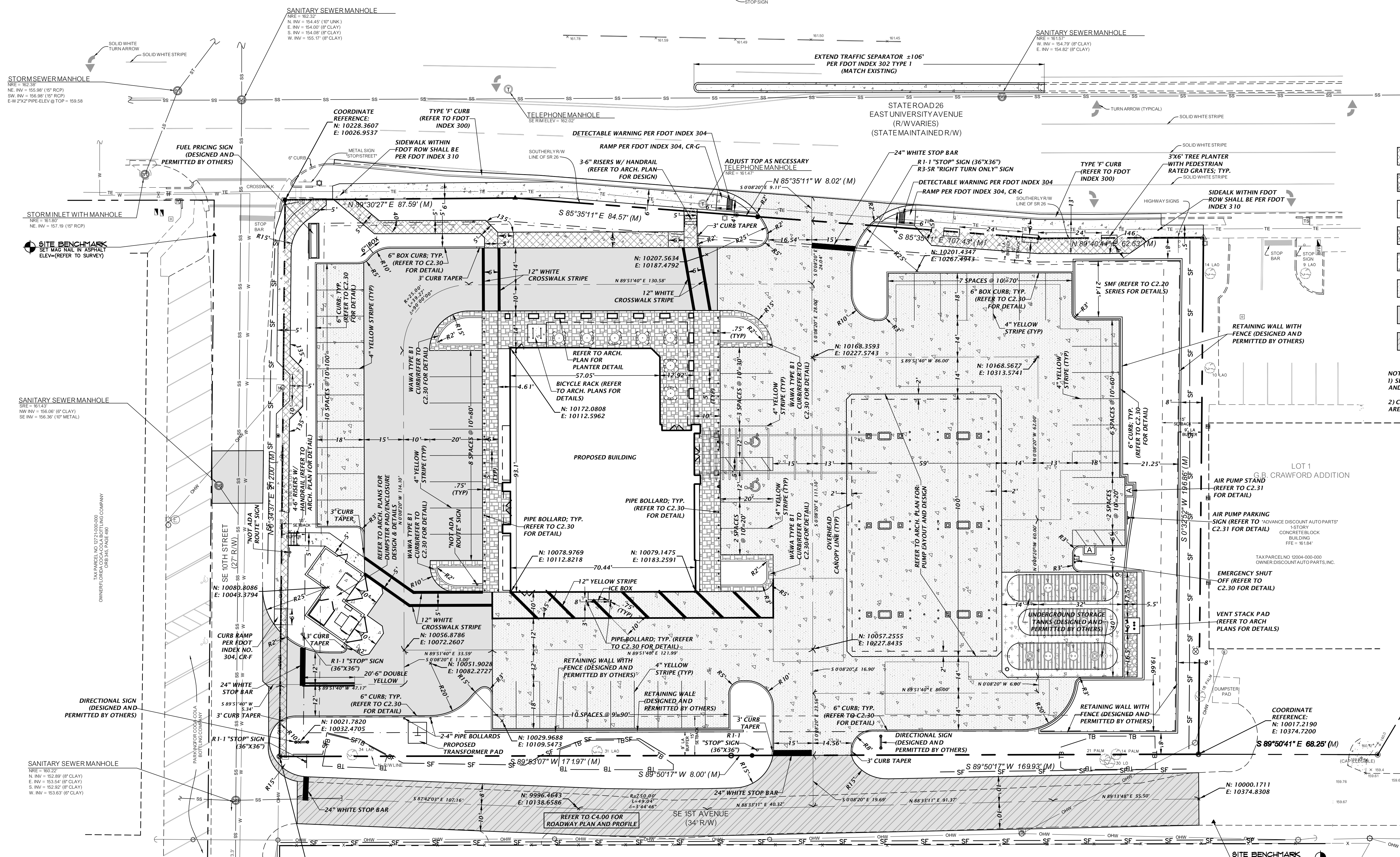
REVISIONS:

DATE: 08/20/18
 PROJECT: EAST UNIVERSITY AVE WAVA REDEVELOPMENT
 SHEET TITLE: DETAILED HORIZONTAL CONTROL AND SITE PLAN

CLIENT: BRIGHTWORK REAL ESTATE
 DESIGNER: D.H. YOUNG, P.E.
 QUALITY CONTROL: M. HEATHCOCK, P.E.
 PROJECT NUMBER: 16-0094

DANIEL H. YOUNG
 Daniel H. Young, P.E.
 State of Florida, Professional Engineer, License No. 78780
 This item has been digitally signed and sealed by Daniel H. Young, P.E. on the date indicated in the signature block.
 Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

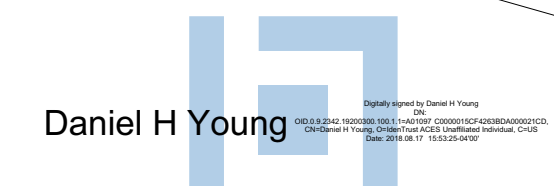
FL PE No. 70780
 SHEET NO.: C1.10



- LEGEND**
- PEDESTRIAN EASEMENT
 - 5' WIDE RIVER ROCK PER WAVA SPECS
 - CONCRETE SIDEWALK (REFER TO C2.30 FOR DETAIL)
 - STAMPED CONCRETE (REFER TO C2.30 FOR DETAIL)
 - HEAVY DUTY CONCRETE PAVEMENT (REFER TO C2.30 FOR DETAIL)
 - STANDARD DUTY CONCRETE PAVEMENT (REFER TO C2.30 FOR DETAIL)
 - ASPHALT PAVEMENT (REFER TO C2.30 FOR DETAIL)
 - CITY ROW ASPHALT PAVEMENT (REFER TO C2.30 FOR DETAIL)

NOTES:
 1) SEE SURVEY FOR BENCHMARK ELEVATIONS, LOCATIONS, AND DESCRIPTIONS.
 2) CONTRACTOR SHALL REPAIR/RESTORE ANY DISTURBED AREAS TO EXISTING CONDITIONS OR BETTER.

File: L:\2018\18-0094\Engineering\DWG\Production\18-0094_S1.dwg
 Date: 08/20/18 10:13am
 Plot Date: Jul 31 2018 10:13am
 Plot Size: 11x17
 Plot Scale: 1"=20'
 Plot Orientation: Landscape



Legal Description

BW University and 10th Brownfield Area
1007 and 1021 E. University Avenue, Gainesville, Alachua County, FL 32601
Parcel ID Nos. 12007-001-000, 12007-000-000, and 12005-000-000

LOTS 2, 3, 4, 5, & THAT CERTAIN 8 FOOT WIDE ALLEY LYING BETWEEN SAID LOTS 3 & 4 OF G.B. CRAWFORD ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 11 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; LESS & EXCEPT RIGHT OF WAY AS DESCRIBED BY ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 809, PAGE 671 OF SAID PUBLIC RECORDS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 2, G.B. CRAWFORD ADDITION, SAID CORNER SITUATED ON THE NORTH RIGHT OF WAY LINE OF SOUTHEAST 1ST AVENUE (34 FOOT WIDE RIGHT OF WAY); THENCE SOUTH 89° 50' 17" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 177.93 FEET TO THE SOUTHEAST CORNER OF AFOREMENTIONED LOT 4; THENCE SOUTH 89° 53' 07" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 171.97 FEET TO THE SOUTHWEST CORNER OF AFOREMENTIONED LOT 5, LYING ON THE EAST RIGHT OF WAY LINE OF SOUTHEAST 10TH STREET (27 FOOT WIDE RIGHT OF WAY); THENCE NORTH 00° 34' 37" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 212.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 5, LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 26 (RIGHT OF WAY WIDTH VARIES; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID SOUTHERLY RIGHT OF WAY LINE; (1) THENCE NORTH 89° 30' 27" EAST, 87.59 FEET; (2) THENCE SOUTH 85° 35' 11" EAST, A DISTANCE OF 200.02 FEET; (3) THENCE NORTH 89° 40' 44" EAST, A DISTANCE OF 62.63 FEET TO AN INTERSECTION WITH THE EAST LINE OF AFOREMENTIONED LOT 2, G.B. CRAWFORD ADDITION; THENCE SOUTH 0° 32' 52" WEST, ALONG SAID EAST LINE, A DISTANCE OF 196.86 FEET TO THE POINT OF BEGINNING.

Exhibit B

Green Reuse Area Designation Eligibility Statement

BW University and 10th Brownfield Area
1007 and 1021 E. University Avenue, Gainesville, Alachua County, FL 32601
Parcel ID Nos. 12007-001-000, 12007-000-000, and 12005-000-000

BW University and 10th, LLC (“BW University”), proposes to redevelop and rehabilitate approximately 1.73 acres of land located at 1007 and 1021 E. University Avenue, Gainesville, Alachua County, FL 32601, Parcel ID Nos. 12007-001-000, 12007-000-000, and 12005-000-000 (collectively, the “Subject Property”), as a Wawa retail fueling station and convenience store (the “Project”). As demonstrated herein, the Project meets all five of the applicable brownfield area designation criteria set forth at Section 376.80(2)(c), Florida Statutes.¹ In addition, the Subject Property meets the definition of a “brownfield site” pursuant to Section 376.79(3), Florida Statutes.

I. Subject Property Satisfies the Statutory Criteria for Designation

1. Agreement to Redevelop the Brownfield Site. As the first requirement for designation, Florida Statutes § 376.80(2)(c)(1) provides that “[a] person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site.”

BW University satisfies this criterion in that it currently owns² and has agreed to redevelop and rehabilitate³ the Subject Property. Accordingly, BW University meets this first criterion.

2. Economic Productivity. As the second requirement for designation, Florida Statutes § 376.80(2)(c)(2) provides that “[t]he rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the rehabilitation agreement or an agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement shall not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. 420.0004 or the creation of recreational areas, conservation areas, or parks.”

BW University satisfies this criterion in that the Project will result in significant economic productivity of the area. The total capital budget investment by BW and its tenant, Wawa, for the project is currently estimated at approximately \$8 million, which will be spent in part on local labor, contractors, consultants, construction materials, furnishings, infrastructure improvements, and impact fees. This work will support approximately 100 temporary construction and remediation jobs over the period of development. The construction workers will spend a percentage of their salaries with local merchants who, in turn, will reinvest locally in their respective businesses, as well as the businesses of other local merchants. In addition, the retail aspect of the Project, once completed, is anticipated to create 30 - 40 permanent, full-time equivalent positions not associated with the implementation of the rehabilitation agreement and not associated with redevelopment project demolition or construction activities. Such job creation will result in the payment of significant payroll taxes and salaries, thereby benefitting the local economy and increasing the economic productivity of the area. Accordingly, BW University meets this second criterion.

¹ A copy of § 376.80, Florida Statutes, can be found as [Attachment A](#) to this Eligibility Statement.

² Copies of the Alachua County Property Appraiser Records for all of parcels comprising the Subject Property, as well as the corresponding Deeds, are enclosed at [Attachment B](#) to this Eligibility Statement.

³ Correspondence with the Florida Department of Environmental Protection evidencing BW University’s agreement to conduct site rehabilitation is enclosed at [Attachment C](#) to this Eligibility Statement.

3. Consistency with Local Comprehensive Plan and Permittable Use under Local Land Development Regulations. As the third requirement for designation, Florida Statutes § 376.80(2)(c)(3) provides that "[t]he redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations."

BW University satisfies this criterion in that the Subject Property is located within the City's Urban 7 Zoning District, which, pursuant to Section 30.5.13 of the Gainesville Code of Ordinances, allows gasoline and alternative fuel stations, inclusive of retail petroleum sales, sale of food or restaurants, and gas pumps as accessory to a convenience store or restaurant, with six fueling positions permitted as of right and up to 12 fueling positions as part of a planned development rezoning or special uses permit process. Wawa will operate a gasoline and alternative fuel service station at the Subject Property pursuant to a Special Use Permit to Construct a Gasoline and Alternative Fuel Station at the Subject Property (specifically for the Wawa use), which was approved by the City Plan Board on June 28, 2018.⁴ The proposed redevelopment is therefore, by definition, consistent with the local comprehensive plan and a permittable use under the applicable local land development regulations. For these reasons, BW University meets the third criterion.

4. Public Notice and Comment. Florida Statutes § 376.80(2)(c)(4) stipulates that "[n]otice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated, and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subsection must be posted in the affected area." Additional notice requirements pertaining to applicants other than a governmental entity can be found at Florida Statutes § 376.80(1)(c)(4)(b) and consist of publication in a newspaper of general circulation in the area, publication in ethnic newspapers or local community bulletins, and announcement at a scheduled meeting of the local governing body before the actual public hearing.

BW University satisfies all applicable notice and opportunity to comment requirements established by Florida Statutes §376.80(2)(c)(4) and § 376.80(1)(c)(4)(b) as follows:

- (i) a community meeting for purposes of affording interested parties the opportunity to provide comments and suggestions about the potential designation has been scheduled for October 9, 2018, from 5:30 p.m. to 7 p.m., and will be held at the Hampton Inn & Suites Gainesville-Downtown, 101 SE 1st Avenue, Gainesville, Florida, FL 32601;*
- (ii) notice of the request to designate the Subject Property a Brownfield Area is being posted at the Subject Property no later than October 1, 2018, and will remain up until the conclusion of the second and final public hearing;*
- (iii) notice of the request to designate the Subject Property a Brownfield Area has been placed for publication in the Gainesville Sun no later than October 1, 2018; and*
- (iv) notice of the request to designate the Subject Property a Brownfield Area will be published in the Gainesville community bulletin section of Craig's List no later than September 25, 2018.*

All notices will contain the following narrative:

Representatives for BW University and 10th, LLC, will hold a community meeting on October 9, 2018, from 5:30 p.m. to 7:00 p.m. for the purpose of affording interested parties the opportunity to provide comments and suggestions about the potential designation of property located at 1007 and 1021 E. University Avenue, Gainesville, Alachua

⁴ See Letter from City's Planning & Development Services, dated July 27, 2018, reflecting same, at Attachment D to this Eligibility Statement.

County, FL 32601, as a Green Reuse Area pursuant to Section 376.80(2)(c), Florida Statutes, of Florida's Brownfield Redevelopment Act. The community meeting, to be held at the Hampton Inn & Suites Gainesville-Downtown, 101 SE 1st Avenue, Gainesville, Florida, FL 32601, Parcel ID Nos. 12007-001-000, 12007-000-000, and 12005-000-000, will also include a discussion of future development and rehabilitation activities planned for the site.

Two public hearings, dates to be announced, will be held at Gainesville City Commission, located at City Hall, 200 East University Avenue, Gainesville FL 32601, for formal consideration of the designation request. For more information regarding the community meeting and/or the public hearings, including dates for the public hearings, or to provide comments and suggestions regarding designation, development, or rehabilitation at any time before or after the community meeting and/or public hearings, please contact Michael R. Goldstein, who can be reached by telephone at (305) 777-1682, U.S. Mail at The Goldstein Environmental Law Firm, P.A., 2100 Ponce de Leon Boulevard, Suite 710, Coral Gables, FL 33134, and/or email at mgoldstein@goldsteinemlaw.com.

Proof of publication or posting, as appropriate and as described herein, will be provided to the City no later than three business days after occurring.

5. Reasonable Financial Assurance. As the fifth requirement for designation, Florida Statutes § 376.80(2)(c)(5) provides that "[t]he person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan."

The total capital budget of \$8.0 million for the Project is fully funded with a combination of debt and equity. On the debt side, Stonegate Bank has provided \$2,550,000 in financing for construction and acquisition financing. See Mortgage, Security Agreement and Fixture Filing, dated August 15, 2018, at Attachment E to this Eligibility Statement. See also Proof of Funds Letter (issued by Valley National Bank at Attachment F. Beyond cash on hand to fully fund its share of the Project, further assurance of BW University's sufficient financial resources is reasonably provided by the longstanding record of success achieved by BW University's affiliate, Brightwork Real Estate, Inc. ("Brightwork"), a sophisticated, experienced, and credentialed development and acquisition company based in Florida. Brightwork and its subsidiaries specialize in the development of commercial and retail properties for their own accounts, as well as private and corporate clients. Such projects have included development for Blue Cross Blue Shield, Starbucks, CitiBank, Walgreens, Sears, Wawa, Home Depot, Wal-Mart, Chipotle, and Regions Bank. They have successfully financed over \$100 million in completed retail projects to date and have obtained debt and equity financing for an additional \$150 million in current development activity. Based on its credentials and record of success in consummating the development of various commercial and retail properties, Brightwork has the necessary financial resources to implement and complete the site development stage of the rehabilitation agreement and redevelopment plan. In addition to the debt and equity funds brought to the Project by BW University, Wawa is contributing approximately \$4 million in capital for build out of its convenience store and fueling equipment. Wawa generates over \$9.8 billion in revenue annually and has locations across Pennsylvania, New Jersey, Delaware, Maryland, Virginia, and Florida. Based on all the foregoing, BW University has provided reasonable assurance that it, along with Wawa, has sufficient financial resources to implement and complete the rehabilitation agreement and site development stage of the redevelopment plan. It therefore satisfies this fifth criterion.

II. Subject Property Meets the Definition of Brownfield Site

Section 376.79(3), Florida Statutes, defines "brownfield site" to mean ". . . real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination." The facts here evidence that the Subject Property falls within the definition of the term "brownfield site" in that (i) it is the location of a former gasoline station with an extensive history of automotive fueling operations and (i) actual contamination is documented in the soil and groundwater as a result of this past use, which took place from at least 1964 through approximately 2001. Specifically, site assessment activities conducted at the Subject Property and submitted to the Florida Department of Environmental Protection ("FDEP") document petroleum contamination in soil and groundwater, both onsite and offsite, above the

state soil and groundwater cleanup target levels⁵ arising out of discharges reported to the FDEP on December 24, 1987, and January 23, 1997, 1990.⁶ Upon approval of the designation request, BW University will enter into a Brownfield Site Rehabilitation Agreement and pursue regulatory closure, pursuant to the requirements of Chapters 376 and 403, Florida Statutes, and Rule 62-780 of the Florida Administrative Code. In addition, BW University will be required to carefully manage the contamination during redevelopment, imposing great legal and financial risk to incorporate design and construction changes on the Project that would not be required but for the presence of actual contamination.⁷

In sum, the presence of contamination imposes a material level of regulatory, construction, health, and legal liability risk, complicates redevelopment efforts, and requires significant time and money for environmental, engineering, and legal consultants to property investigate and address. To date, BW University has already incurred well over \$100,000.00 in originally unbudgeted costs to address contamination matters at the Subject Property and has been advised that remediation activities to through regulatory closure could approach another \$800,000.00 Accordingly, this designation, if granted, will allow for BW University to access limited but important state-based economic incentives to help underwrite the unanticipated and unbudgeted costs associated with managing the environmental risk as well as, generally, to put the Project to a more certain financial ground. In this sense, the designation will not only play a critical role in the successful redevelopment of the Subject Property, but also in the larger revitalization efforts for this area of Palm Beach County.

Based on all the foregoing, the Subject Property clearly falls within the definition of “brownfield site” as set forth in § 376.79(3), Florida Statutes.

III. Conclusion

BW University has demonstrated that the Subject Property meets the definition of a “brownfield site” and that it satisfies the five statutory criteria for designation. Accordingly, designation of the Subject Property as a Brownfield Area pursuant to § 376.80(2)(c), Florida Statutes, of Florida’s Brownfield Redevelopment Act is appropriate.

⁵ The most recent report of contamination testing (with only a selection of the attachments in the interest of limiting the size of this correspondence) can be found at Attachment G to this Eligibility Statement.

⁶ FDEP’s extensive file on the cleanup at the Subject Property can be accessed by clicking on the following link: <http://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8500083/facility!search>

⁷ One such design change involves the way in which construction dewatering is conducted when near or on a contaminant plume, in which case, extraordinary measures (at great cost) are required to be implemented to ensure that the contaminant plume isn’t drawn towards a clean area, which would spread or “exacerbate” contamination. Onsite soil contamination will also require special handling and very specific regulatory approvals. Soil management during construction activities will be subject to a level of environmental review and scrutiny that would not otherwise apply to a clean site, in addition to considerable extra costs and scheduling delays. These risks and expenses greatly complicate redevelopment of the Subject Property.

Attachment A

Select Year:

The 2018 Florida Statutes

[Title XXVIII](#)
NATURAL RESOURCES; CONSERVATION,
RECLAMATION, AND USE

[Chapter 376](#)
POLLUTANT DISCHARGE PREVENTION
AND REMOVAL

[View Entire
Chapter](#)

376.80 Brownfield program administration process.—

(1) The following general procedures apply to brownfield designations:

(a) The local government with jurisdiction over a proposed brownfield area shall designate such area pursuant to this section.

(b) For a brownfield area designation proposed by:

1. The jurisdictional local government, the designation criteria under paragraph (2)(a) apply, except if the local government proposes to designate as a brownfield area a specified redevelopment area as provided in paragraph (2)(b).

2. Any person, other than a governmental entity, including, but not limited to, individuals, corporations, partnerships, limited liability companies, community-based organizations, or not-for-profit corporations, the designation criteria under paragraph (2)(c) apply.

(c) Except as otherwise provided, the following provisions apply to all proposed brownfield area designations:

1. Notification to department following adoption.—A local government with jurisdiction over the brownfield area must notify the department, and, if applicable, the local pollution control program under s. [403.182](#), of its decision to designate a brownfield area for rehabilitation for the purposes of ss. [376.77-376.86](#). The notification must include a resolution adopted by the local government body. The local government shall notify the department, and, if applicable, the local pollution control program under s. [403.182](#), of the designation within 30 days after adoption of the resolution.

2. Resolution adoption.—The brownfield area designation must be carried out by a resolution adopted by the jurisdictional local government, which includes a map adequate to clearly delineate exactly which parcels are to be included in the brownfield area or alternatively a less-detailed map accompanied by a detailed legal description of the brownfield area. For municipalities, the governing body shall adopt the resolution in accordance with the procedures outlined in s. [166.041](#), except that the procedures for the public hearings on the proposed resolution must be in the form established in s. [166.041\(3\)\(c\)2](#). For counties, the governing body shall adopt the resolution in accordance with the procedures outlined in s. [125.66](#), except that the procedures for the public hearings on the proposed resolution shall be in the form established in s. [125.66\(4\)\(b\)](#).

3. Right to be removed from proposed brownfield area.—If a property owner within the area proposed for designation by the local government requests in writing to have his or her property removed from the proposed designation, the local government shall grant the request.

4. Notice and public hearing requirements for designation of a proposed brownfield area outside a redevelopment area or by a nongovernmental entity. Compliance with the following provisions is required before designation of a proposed brownfield area under paragraph (2)(a) or paragraph (2)(c):

a. At least one of the required public hearings shall be conducted as closely as is reasonably practicable to the area to be designated to provide an opportunity for public input on the size of the area, the objectives for rehabilitation, job opportunities and economic developments anticipated, neighborhood residents' considerations, and other relevant local concerns.

b. Notice of a public hearing must be made in a newspaper of general circulation in the area, must be made in ethnic newspapers or local community bulletins, must be posted in the affected area, and must be announced at a scheduled meeting of the local governing body before the actual public hearing.

(2)(a) *Local government-proposed brownfield area designation outside specified redevelopment areas.*—If a local government proposes to designate a brownfield area that is outside a community redevelopment area, enterprise zone, empowerment zone, closed military base, or designated brownfield pilot project area, the local government shall provide notice, adopt the resolution, and conduct public hearings pursuant to paragraph (1)(c). At a public hearing to designate the proposed brownfield area, the local government must consider:

1. Whether the brownfield area warrants economic development and has a reasonable potential for such activities;
2. Whether the proposed area to be designated represents a reasonably focused approach and is not overly large in geographic coverage;
3. Whether the area has potential to interest the private sector in participating in rehabilitation; and
4. Whether the area contains sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes.

(b) *Local government-proposed brownfield area designation within specified redevelopment areas.*—Paragraph (a) does not apply to a proposed brownfield area if the local government proposes to designate the brownfield area inside a community redevelopment area, enterprise zone, empowerment zone, closed military base, or designated brownfield pilot project area and the local government complies with paragraph (1)(c).

(c) *Brownfield area designation proposed by persons other than a governmental entity.*—For designation of a brownfield area that is proposed by a person other than the local government, the local government with jurisdiction over the proposed brownfield area shall provide notice and adopt a resolution to designate the brownfield area pursuant to paragraph (1)(c) if, at the public hearing to adopt the resolution, the person establishes all of the following:

1. A person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site.
2. The rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the brownfield site rehabilitation agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement does not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. [420.0004](#) or the creation of recreational areas, conservation areas, or parks.
3. The redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permissible use under the applicable local land development regulations.
4. Notice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated pursuant to paragraph (1)(c), and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subparagraph must be posted in the affected area.
5. The person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment of the brownfield site.

(d) *Negotiation of brownfield site rehabilitation agreement.*—The designation of a brownfield area and the identification of a person responsible for brownfield site rehabilitation simply entitles the identified person to negotiate a brownfield site rehabilitation agreement with the department or approved local pollution control program.

(3) When there is a person responsible for brownfield site rehabilitation, the local government must notify the department of the identity of that person. If the agency or person who will be responsible for the coordination

changes during the approval process specified in subsections (4), (5), and (6), the department or the affected approved local pollution control program must notify the affected local government when the change occurs.

(4) Local governments or persons responsible for rehabilitation and redevelopment of brownfield areas must establish an advisory committee or use an existing advisory committee that has formally expressed its intent to address redevelopment of the specific brownfield area for the purpose of improving public participation and receiving public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice. Such advisory committee should include residents within or adjacent to the brownfield area, businesses operating within the brownfield area, and others deemed appropriate. The person responsible for brownfield site rehabilitation must notify the advisory committee of the intent to rehabilitate and redevelop the site before executing the brownfield site rehabilitation agreement, and provide the committee with a copy of the draft plan for site rehabilitation which addresses elements required by subsection (5). This includes disclosing potential reuse of the property as well as site rehabilitation activities, if any, to be performed. The advisory committee shall review any proposed redevelopment agreements prepared pursuant to paragraph (5)(i) and provide comments, if appropriate, to the board of the local government with jurisdiction over the brownfield area. The advisory committee must receive a copy of the executed brownfield site rehabilitation agreement. When the person responsible for brownfield site rehabilitation submits a site assessment report or the technical document containing the proposed course of action following site assessment to the department or the local pollution control program for review, the person responsible for brownfield site rehabilitation must hold a meeting or attend a regularly scheduled meeting to inform the advisory committee of the findings and recommendations in the site assessment report or the technical document containing the proposed course of action following site assessment.

(5) The person responsible for brownfield site rehabilitation must enter into a brownfield site rehabilitation agreement with the department or an approved local pollution control program if actual contamination exists at the brownfield site. The brownfield site rehabilitation agreement must include:

(a) A brownfield site rehabilitation schedule, including milestones for completion of site rehabilitation tasks and submittal of technical reports and rehabilitation plans as agreed upon by the parties to the agreement.

(b) A commitment to conduct site rehabilitation activities under the observation of professional engineers or geologists who are registered in accordance with the requirements of chapter 471 or chapter 492, respectively. Submittals provided by the person responsible for brownfield site rehabilitation must be signed and sealed by a professional engineer registered under chapter 471, or a professional geologist registered under chapter 492, certifying that the submittal and associated work comply with the law and rules of the department and those governing the profession. In addition, upon completion of the approved remedial action, the department shall require a professional engineer registered under chapter 471 or a professional geologist registered under chapter 492 to certify that the corrective action was, to the best of his or her knowledge, completed in substantial conformance with the plans and specifications approved by the department.

(c) A commitment to conduct site rehabilitation in accordance with department quality assurance rules.

(d) A commitment to conduct site rehabilitation consistent with state, federal, and local laws and consistent with the brownfield site contamination cleanup criteria in s. 376.81, including any applicable requirements for risk-based corrective action.

(e) Timeframes for the department's review of technical reports and plans submitted in accordance with the agreement. The department shall make every effort to adhere to established agency goals for reasonable timeframes for review of such documents.

(f) A commitment to secure site access for the department or approved local pollution control program to all brownfield sites within the eligible brownfield area for activities associated with site rehabilitation.

(g) Other provisions that the person responsible for brownfield site rehabilitation and the department agree upon, that are consistent with ss. 376.77-376.86, and that will improve or enhance the brownfield site rehabilitation process.

(h) A commitment to consider appropriate pollution prevention measures and to implement those that the person responsible for brownfield site rehabilitation determines are reasonable and cost-effective, taking into

account the ultimate use or uses of the brownfield site. Such measures may include improved inventory or production controls and procedures for preventing loss, spills, and leaks of hazardous waste and materials, and include goals for the reduction of releases of toxic materials.

(i) Certification that the person responsible for brownfield site rehabilitation has consulted with the local government with jurisdiction over the brownfield area about the proposed redevelopment of the brownfield site, that the local government is in agreement with or approves the proposed redevelopment, and that the proposed redevelopment complies with applicable laws and requirements for such redevelopment. Certification shall be accomplished by referencing or providing a legally recorded or officially approved land use or site plan, a development order or approval, a building permit, or a similar official document issued by the local government that reflects the local government's approval of proposed redevelopment of the brownfield site; providing a copy of the local government resolution designating the brownfield area that contains the proposed redevelopment of the brownfield site; or providing a letter from the local government that describes the proposed redevelopment of the brownfield site and expresses the local government's agreement with or approval of the proposed redevelopment.

(6) Any contractor performing site rehabilitation program tasks must demonstrate to the department that the contractor:

- (a) Meets all certification and license requirements imposed by law; and
- (b) Will conduct sample collection and analyses pursuant to department rules.

(7) During the cleanup process, if the department or local program fails to complete review of a technical document within the timeframe specified in the brownfield site rehabilitation agreement, the person responsible for brownfield site rehabilitation may proceed to the next site rehabilitation task. However, the person responsible for brownfield site rehabilitation does so at its own risk and may be required by the department or local program to complete additional work on a previous task. Exceptions to this subsection include requests for "no further action," "monitoring only proposals," and feasibility studies, which must be approved prior to implementation.

(8) If the person responsible for brownfield site rehabilitation fails to comply with the brownfield site rehabilitation agreement, the department shall allow 90 days for the person responsible for brownfield site rehabilitation to return to compliance with the provision at issue or to negotiate a modification to the brownfield site rehabilitation agreement with the department for good cause shown. If an imminent hazard exists, the 90-day grace period shall not apply. If the project is not returned to compliance with the brownfield site rehabilitation agreement and a modification cannot be negotiated, the immunity provisions of s. [376.82](#) are revoked.

(9) The department is specifically authorized and encouraged to enter into delegation agreements with local pollution control programs approved under s. [403.182](#) to administer the brownfield program within their jurisdictions, thereby maximizing the integration of this process with the other local development processes needed to facilitate redevelopment of a brownfield area. When determining whether a delegation pursuant to this subsection of all or part of the brownfield program to a local pollution control program is appropriate, the department shall consider the following. The local pollution control program must:

- (a) Have and maintain the administrative organization, staff, and financial and other resources to effectively and efficiently implement and enforce the statutory requirements of the delegated brownfield program; and
- (b) Provide for the enforcement of the requirements of the delegated brownfield program, and for notice and a right to challenge governmental action, by appropriate administrative and judicial process, which shall be specified in the delegation.

The local pollution control program shall not be delegated authority to take action on or to make decisions regarding any brownfield site on land owned by the local government. Any delegation agreement entered into pursuant to this subsection shall contain such terms and conditions necessary to ensure the effective and efficient administration and enforcement of the statutory requirements of the brownfield program as established by the act and the relevant rules and other criteria of the department.

(10) Local governments are encouraged to use the full range of economic and tax incentives available to facilitate and promote the rehabilitation of brownfield areas, to help eliminate the public health and

environmental hazards, and to promote the creation of jobs and economic development in these previously run-down, blighted, and underutilized areas.

(11)(a) The Legislature finds and declares that:

1. Brownfield site rehabilitation and redevelopment can improve the overall health of a community and the quality of life for communities, including for individuals living in such communities.
2. The community health benefits of brownfield site rehabilitation and redevelopment should be better measured in order to achieve the legislative intent as expressed in s. 376.78.
3. There is a need in this state to define and better measure the community health benefits of brownfield site rehabilitation and redevelopment.
4. Funding sources should be established to support efforts by the state and local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, to evaluate the community health benefits of brownfield site rehabilitation and redevelopment.

(b) Local governments may and are encouraged to evaluate the community health benefits and effects of brownfield site rehabilitation and redevelopment in connection with brownfield areas located within their jurisdictions. Factors that may be evaluated and monitored before and after brownfield site rehabilitation and redevelopment include, but are not limited to:

1. Health status, disease distribution, and quality of life measures regarding populations living in or around brownfield sites that have been rehabilitated and redeveloped.
2. Access to primary and other health care or health services for persons living in or around brownfield sites that have been rehabilitated and redeveloped.
3. Any new or increased access to open, green, park, or other recreational spaces that provide recreational opportunities for individuals living in or around brownfield sites that have been rehabilitated and redeveloped.
4. Other factors described in rules adopted by the Department of Environmental Protection or the Department of Health, as applicable.

(c) The Department of Health may and is encouraged to assist local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, in evaluating the community health benefits of brownfield site rehabilitation and redevelopment.

(12) A local government that designates a brownfield area pursuant to this section is not required to use the term “brownfield area” within the name of the brownfield area designated by the local government.

History.—s. 4, ch. 97-277; s. 3, ch. 98-75; s. 11, ch. 2000-317; s. 2, ch. 2004-40; s. 44, ch. 2005-2; s. 7, ch. 2006-291; s. 5, ch. 2008-239; s. 2, ch. 2014-114.

Attachment B



Property Search Results

The data displayed is the most current data available to the Property Appraiser.

Search Date: 9/23/2018 at 6:33:50 AM'

Printer Friendly Page

Parcel: 12007-001-000 [GIS Map](#)

Taxpayer: BW UNIVERSITY AND 10TH LLC	Legal: G B CRAWFORD ADD PB A-11 W 50 FT OF N 100 FT OF LOT 4 & N 100 FT OF LOT 5 LESS W 39 FT OF S 9.91 FT LESS ADDL R/W OFF N SIDE PER C-1262-72 PROJECT SR 331 OR 4624/2490
Mailing: 2770 NW 43RD ST STE A GAINESVILLE, FL 32606	
9-1-1 Address: 1007 E UNIVERSITY AVE GAINESVILLE	
Sec-Twn-Rng: 04-10-20	
Property Use: 00700 - Misc. Residence	
Tax Jurisdiction: Gainesville 3600	
Area: E University/Waldo Rd	
Subdivision: Crawford,G.B.Plat	

	Property	Land	Land	Building	Misc	Total	Deferred	County	School	County	School	County	School
TRIM	Use	Value	Just Value	Value	Value	Just Value	Value	Assessed	Assessed	Exempt	Exempt	Taxable	Taxable
2018	Misc. Residence	102500	102500	0	9200	111700	0	111700	111700	0	0	111700	111700

	Property	Land	Land	Building	Misc	Total	Deferred	County	School	County	School	County	School	Total
Year	Use	Value	Just Value	Value	Value	Just Value	Value	Assessed	Assessed	Exempt	Exempt	Taxable	Taxable	Taxes
2017	Misc. Residence	102500	102500	0	9200	111700	0	111700	111700	0	0	111700	111700	2499.3
2016	Misc. Residence	102500	102500	0	9200	111700	0	111700	111700	0	0	111700	111700	2577.31
2015	Misc. Residence	102500	102500	0	9200	111700	0	111700	111700	0	0	111700	111700	2631.71
2014	Open Storage	102500	102500	0	9200	111700	0	111700	111700	0	0	111700	111700	2652
2013	Open Storage	102500	102500	0	9200	111700	0	111700	111700	0	0	111700	111700	2660.26
2012	Open Storage	102500	102500	0	9200	111700	0	111700	111700	0	0	111700	111700	2647
2011	Open Storage	102500	102500	0	9200	111700	0	111700	111700	0	0	111700	111700	2681.07
2010	Open Storage	102500	102500	0	9200	111700	0	111700	111700	0	0	111700	111700	2667.08
2009	Open Storage	102500	102500	0	9200	111700	0	111700	111700	0	0	111700	111700	2669.28
2008	Misc. Residence	102500	102500	0	9200	111700	0	111700	0	0	0	111700	0	2601.1

Land

Use	Zoning Type	Zoning Desc	Unit Type	Units
Misc Residence	U7		Square Feet	14646

Miscellaneous

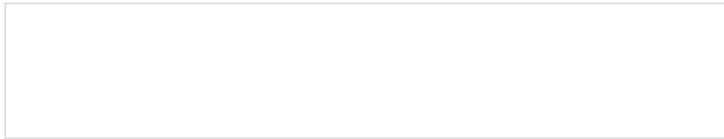
Description	Unit Type	Units
3800 - Drive/Walk	UNITS	9370
3541 - Canopy 1	SF	624

Sale

Official Public Records information is provided by the Alachua County Clerk's Office. Clicking on these links will direct you to their web site displaying the document details for this specific transaction.

<u>Date</u>	<u>Price</u>	<u>Vac/Imp</u>	<u>Qualified</u>	<u>OR Book</u>	<u>OR Page</u>	<u>Instrument</u>	<u>OR Link (Clerk)</u>
08/15/2018	752500	V	Q	4624	2490	MS	Official Public Record
02/28/1998	100	I	U	2155	1291	MS	Official Public Record
11/13/1974	100	V	U	916	431	MS	Official Public Record

[Link to TaxCollector Record](#)



The information that is supplied by the Alachua County Property Appraiser's office is public information data and must be accepted and used with the understanding that the data was collected primarily for the use and purpose of creating a Property Tax Roll per Florida Statute. The Alachua County Property Appraiser's Office will not be held liable as to the validity, correctness, accuracy, completeness, and / or reliability of this data. The Alachua County Property Appraiser's Office furthermore assumes no liability whatsoever associated with the use or misuse of this public information data.

Alachua County Property Appraiser • 515 N Main Street Suite 200 • Gainesville, FL 32601 • 352-374-5230 (FAX) 352-374-5278



Property Search Results

The data displayed is the most current data available to the Property Appraiser.

Search Date: 9/23/2018 at 6:42:47 AM'

Printer Friendly Page

Parcel: 12007-000-000 [GIS Map](#)

Taxpayer:	BW UNIVERSITY AND 10TH LLC	Legal:	G B CRAWFORD ADD PB A-11 LOTS 4 5 LESS N 90.09 FT OF W 39 FT & LESS N 100 FT OF E 111 FT OF W 150 FT LESS ADDL R/W OFF N SIDE PER C-1262-72 PROJECT SR 331 & OR 4624/2490
Mailing:	2770 NW 43RD ST STE A GAINESVILLE, FL 32606		
9-1-1 Address:	15 SE 10TH ST GAINESVILLE		
Sec-Twn-Rng:	04-10-20		
Property Use:	00100 - Single Family		
Tax Jurisdiction:	Gainesville 3600		
Area:	Off E. University Comm		
Subdivision:	Crawford,G.B.Plat		

	Property	Land	Land	Building	Misc	Total	Deferred	County	School	County	School	County	School
TRIM	Use	Value	Just Value	Value	Value	Just Value	Value	Assessed	Assessed	Exempt	Exempt	Taxable	Taxable
2018	Single Family	30700	30700	73300	500	104500	0	104500	104500	0	0	104500	104500

	Property	Land	Land	Building	Misc	Total	Deferred	County	School	County	School	County	School	Total
Year	Use	Value	Just Value	Value	Value	Just Value	Value	Assessed	Assessed	Exempt	Exempt	Taxable	Taxable	Taxes
2017	Single Family	30700	30700	75600	500	106800	0	106800	106800	0	0	106800	106800	2406.13
2016	Single Family	30700	30700	75600	500	106800	0	106800	106800	0	0	106800	106800	2480.72
2015	Single Family	30700	30700	77800	500	109000	0	109000	109000	0	0	109000	109000	2584.57
2014	Single Family	30700	30700	78800	500	110000	0	110000	110000	0	0	110000	110000	2630.58
2013	Single Family	30700	30700	80900	500	112100	0	112100	112100	0	0	112100	112100	2689.16
2012	Single Family	30700	30700	83000	500	114200	0	114200	114200	0	0	114200	114200	2723.84
2011	Single Family	30700	30700	88200	500	119400	0	119400	119400	0	0	119400	119400	2883.66
2010	Single Family	30700	30700	93600	500	124800	7320	117480	124800	0	0	117480	124800	2888.88
2009	Single Family	30700	30700	75600	500	106800	0	106800	106800	0	0	106800	106800	2577.96
2008	Single	30700	30700	75600	500	106800	0	106800	0	0	0	106800	0	2393.61

Family										
--------	--	--	--	--	--	--	--	--	--	--

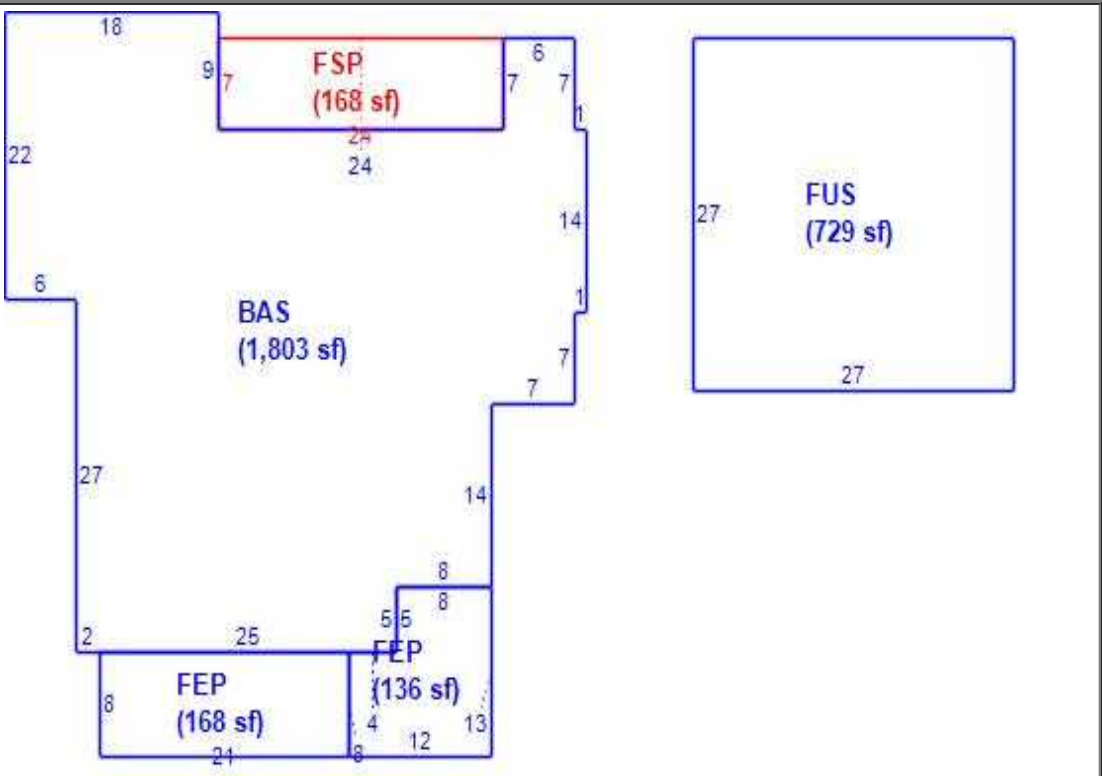
Land

Use	Zoning Type	Zoning Desc	Unit Type	Units
SFR	U7		Square Feet	24574

Building

Actual Year Built	1919
Effective Year Built	1975
Building Quality	Average
Building Style	01
Building Use	0100 - Single Family
Bedrooms	5
Baths	2.0
Stories	2.0
Exterior Wall 1	Average
Exterior Wall 2	N/A
Interior Wall 1	Plaster
Interior Wall 2	N/A
Floor Cover 1	Pine/Soft Wood
Floor Cover 2	Carpet
Roof Cover	Asphalt
Roof Structure	Gable/Hip
AC	None
Heating Type	Convection
Heating System	Gas
Total Square Feet	3004
Heated Square Feet	2836

Area Type	<u>Square Footage</u>
BAS (BASE	1803



AREA)	
FEP (FINISHED ENCL PORCH)	304
FSP (FIN SCREENED PORCH)	168
FUS (FINISHED UPPER STORY)	729

Miscellaneous

<u>Description</u>	<u>Unit Type</u>	<u>Units</u>
0800 - Drive/Walk	SF	75
0962 - FP PF 1	UNITS	1

Sale

Official Public Records information is provided by the Alachua County Clerk's Office. Clicking on these links will direct you to their web site displaying the document details for this specific transaction.

<u>Date</u>	<u>Price</u>	<u>Vac/Imp</u>	<u>Qualified</u>	<u>OR Book</u>	<u>OR Page</u>	<u>Instrument</u>	<u>OR Link (Clerk)</u>
08/15/2018	752500	I	Q	4624	2490	MS	Official Public Record
06/14/2006	100	I	U	3397	264	MS	Official Public Record
02/28/1998	100	I	U	2155	1291	MS	Official Public Record
11/13/1974	100	V	U	916	431	MS	Official Public Record

[Link to TaxCollector Record](#)



The information that is supplied by the Alachua County Property Appraiser's office is public information data and must be accepted and used with the understanding that the data was collected primarily for the use and purpose of creating a Property Tax Roll per Florida Statute. The Alachua County Property Appraiser's Office will not be held liable as to the validity, correctness, accuracy, completeness, and / or reliability of this data. The Alachua County Property Appraiser's Office furthermore assumes no liability whatsoever associated with the use or misuse of this public information data.

Alachua County Property Appraiser • 515 N Main Street Suite 200 • Gainesville, FL 32601 • 352-374-5230 (FAX) 352-374-5278



Property Search Results

The data displayed is the most current data available to the Property Appraiser.

Search Date: 9/23/2018 at 6:58:49 AM'

Printer Friendly Page

Parcel: 12005-000-000 [GIS Map](#)

Taxpayer: BW UNIVERSITY AND 10TH LLC	Legal: G B CRAWFORD ADD PB A-11 LOTS 2 & 3 OR 686/128 & OR 689/330 LESS ADDL R/W OFF N SIDE OF LOTS PER OR 809/671 & OR 811/680) OR 4624/2488
Mailing: 3708 WEST SWANN AVE TAMPA, FL 33609	
9-1-1 Address: 1021 E UNIVERSITY AVE GAINESVILLE	
Sec-Twn-Rng: 04-10-20	
Property Use: 01100 - Stores	
Tax Jurisdiction: Gainesville 3600	
Area: E University/Waldo Rd	
Subdivision: Crawford,G.B.Plat	

	Property	Land	Land	Building	Misc	Total	Deferred	County	School	County	School	County	School
TRIM	Use	Value	Just Value	Value	Value	Just Value	Value	Assessed	Assessed	Exempt	Exempt	Taxable	Taxable
2018	Stores	252300	252300	234300	19000	505600	0	505600	505600	0	0	505600	505600

	Property	Land	Land	Building	Misc	Total	Deferred	County	School	County	School	County	School	Total
Year	Use	Value	Just Value	Value	Value	Just Value	Value	Assessed	Assessed	Exempt	Exempt	Taxable	Taxable	Taxes
2017	Stores	252300	252300	237900	19100	509300	0	509300	509300	0	0	509300	509300	11395.64
2016	Stores	252300	252300	241500	19300	513100	0	513100	513100	0	0	513100	513100	11878.5
2015	Stores	252300	252300	245100	19400	516800	0	516800	516800	0	0	516800	516800	12215.56
2014	Stores	252300	252300	248500	19500	520300	0	520300	520300	0	0	520300	520300	12392.51
2013	Stores	252300	252300	252100	19700	524100	0	524100	524100	0	0	524100	524100	12521.71
2012	Stores	252300	252300	255700	19700	527700	0	527700	527700	0	0	527700	527700	12534.56
2011	Stores	252300	252300	262900	16500	531700	0	531700	531700	0	0	531700	531700	12805.08
2010	Stores	252300	252300	266600	16500	535400	0	535400	535400	0	0	535400	535400	12820.25
2009	Stores	252300	252300	270200	16500	539000	0	539000	539000	0	0	539000	539000	12920.74
2008	Stores	252300	252300	235200	16500	504000	0	504000	0	0	0	504000	0	11220.61

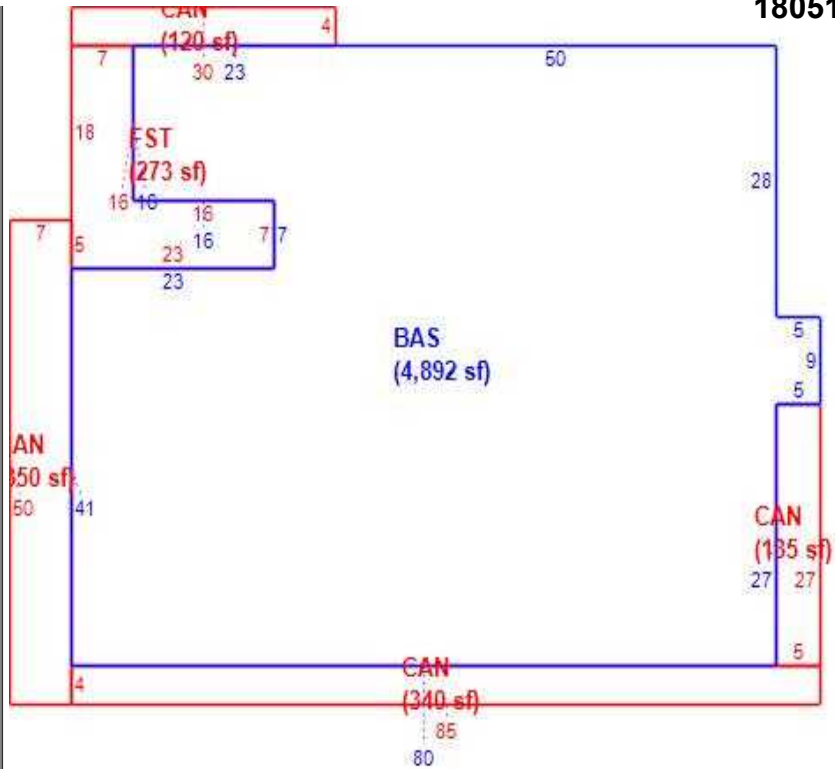
Land

Use	Zoning Type	Zoning Desc	Unit Type	Units
Store 1 Floor	U7		Square Feet	36040

Building

Actual Year Built	1972
Effective Year Built	1982
Building Quality	Average
Building Style	94
Building Use	3500 - Store Retail

Bedrooms	
Baths	
Stories	1.0
Exterior Wall 1	Cb Stucco
Exterior Wall 2	N/A
Interior Wall 1	Custom Wood
Interior Wall 2	N/A
Floor Cover 1	Carpet
Floor Cover 2	Vinyl Tile
Roof Cover	Tar & Gravel
Roof Structure	Rigid Fr/Joist
AC	Central
Heating Type	Forced Air
Heating System	Electric
Total Square Feet	6110
Heated Square Feet	4892
-----	-----
-----	-----
-----	-----
Area Type	Square Footage
BAS (BASE AREA)	4892
CAN (Canopy (No Sides))	945
FST (FINISHED STORAGE)	273



Miscellaneous

Description	Unit Type	Units
4680 - Paving 1	SF	29866
4240 - Gutter	UNITS	100
3883 - Fence CL	SF	2544

Sale

Official Public Records information is provided by the Alachua County Clerk's Office. Clicking on these links will direct you to their web site displaying the document details for this specific transaction.

Date	Price	Vac/Imp	Qualified	OR Book	OR Page	Instrument	OR Link (Clerk)
08/14/2018	795000	I	Q	4624	2488	WD	Official Public Record
06/14/2006	100	I	U	3397	264	MS	Official Public Record

[Link to TaxCollector Record](#)



Prepared by and return to:

Moody, Salzman, Lash & Locigno
2770 NW 43rd Street Suite A
Gainesville, FL 32606
352-373-6791
File Number: 9154
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 15 day of August, 2018 between Ernest W. Burch, Jr., a single man whose post office address is 2222 W University Avenue, Gainesville, FL 32603, grantor, and BW University and 10th, LLC, a Florida limited liability company whose post office address is , grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Alachua County, Florida to-wit:

Lots 4 and 5, LESS the North 90.09 feet of the West 39 feet and LESS the North 100 feet of the East 111 feet of the West 150 feet, G. B. Crawford, according to the map or plat thereof recorded in Plat Book A, Page 11, Public Records of Alachua County, Florida. AND The West 50 feet of the North 100 feet of Lot 4 and the North 100 feet of Lot 5, LESS the West 39 feet of the South 9.91 feet, G. B. Crawford, according to the map or plat thereof recorded in Plat Book A, Page 11, Public Records of Alachua County, Florida. LESS AND EXCEPT road right of way of SE 10th Street; SE 1st Avenue and East University Avenue a/k/a State Road No. 26.

Parcel Identification Number: 12007-000-000 & 12007-001-000

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

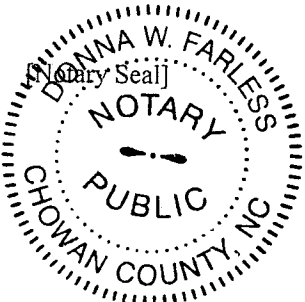
Dianne Davenport
Witness Name: Dianne Davenport

Ernest W Burch Jr (Seal)
Ernest W Burch, Jr

Carrie W. Jernigan
Witness Name: Carrie W. Jernigan

State of NC
County of Chowan

The foregoing instrument was acknowledged before me this 15th day of August, 2018 by Ernest W Burch, Jr, who is personally known or has produced a driver's license as identification.



Donna W. Farless
Notary Public

Printed Name: Donna W. Farless

My Commission Expires: July 5, 2020

The information that is supplied by the Alachua County Property Appraiser's office is public information data and must be accepted and used with the understanding that the data was collected primarily for the use and purpose of creating a Property Tax Roll per Florida Statute. The Alachua County Property Appraiser's Office will not be held liable as to the validity, correctness, accuracy, completeness, and / or reliability of this data. The Alachua County Property Appraiser's Office furthermore assumes no liability whatsoever associated with the use or misuse of this public information data.

Alachua County Property Appraiser • 515 N Main Street Suite 200 • Gainesville, FL 32601 • 352-374-5230 (FAX) 352-374-5278

Doc Stamp-Deed: \$5,565.00



Return to:
ROBERT A. LASH, ESQ.
Moody, Salzman, Lash & Locigno
2770 NW 43rd Street Suite A
Gainesville, FL 32606

Prepared by:
JOHN F. BENNETT, ESQUIRE
Fishback, Dominick, Bennett,
Ardaman, Ahlers, Langley & Geller LLP
1947 Lee Road
Winter Park, Florida 32789-1834

Parcel ID #12005-000-000

WARRANTY DEED

THIS WARRANTY DEED, made the 15th day of August, 2018, by **ABC LIQUORS, INC.**, a corporation existing under the laws of the State of Florida, whose address is 8989 South Orange Avenue, Orlando, Florida 32824, hereinafter called the Grantor, to **BW UNIVERSITY AND 10TH, LLC**, a Florida limited liability company, whose address is 3708 West Swann Avenue, Tampa, Florida 33609, hereinafter called the Grantee.

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Alachua County, Florida, to-wit:

Lots 2 and 3, G.B. CRAWFORD, according to the map or plat thereof, as recorded in Plat Book "A", Page 11, of the Public Records of Alachua County, Florida. LESS AND EXCEPT road right of way of SE 10th Street; SE 1st Avenue and East University Avenue a/k/a State Road No. 26.

TOGETHER WITH that certain portion of a vacated 8 foot wide alley abutting and lying between Lot 3 and the centerline of the vacated 8 foot alley, according to the plat of G.B. Crawford Addition, as recorded in Plat Book A, Page 11, of the Public Records of Alachua County, Florida title to (this portion of legal description not warranted).

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same

against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.

The subject property shall not be used primarily for beer, wine and package liquor sales for off-premise consumption. This restriction shall remain for a period of twenty-five (25) years from the date of conveyance. The subject property shall also be subject to a restriction against the use of "ABC" in the name or signage. This restriction shall be perpetual and shall run with the land and shall be binding on the Grantee, its successors and assigns, the respective heirs, executors, administrators of the parties hereto.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of:

ABC LIQUORS, INC.,
a Florida corporation

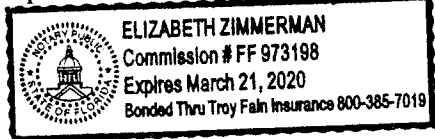
Jennifer L. O'Neill
Witness Signature
JENNIFER L. O'NEILL
Witness Print Name

By: Charles E. Bailes III
Charles E. Bailes III
Its: President

Robin L. Martin
Witness Signature
Robin L Martin
Witness Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14th day of August, 2018, by Charles E. Bailes III as President of ABC LIQUORS, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.



[Signature]
NOTARY PUBLIC - State of Florida
My Commission Expires: 3.21.20

Attachment C

Michael Goldstein

From: McKeehen, Darrin <Darrin.McKeehen@dep.state.fl.us>
Sent: Tuesday, September 18, 2018 1:29 PM
To: Michael Goldstein
Subject: FW: Former Swifty Mart, FAC ID 018500083, SAR RAP, Brownfield
Attachments: Terracon SAR RAP, Former Swifty Mart, FAC ID 018500083, Gainesville 091318.pdf; RE: Former Swifty Mart, FAC ID 018500083, SAR RAP, Brownfield ** Correction**

Michael,

I understand that you are doing a BSRA for this site.

I wanted to let you know that I will be your point of contact for all matters regarding the site from here on out.

Hope you are doing well.

Thanks,



Darrin A. McKeehen, P.G.
 Brownfields Coordinator
 Waste Cleanup Section - Northeast District
 Florida Department of Environmental
 Protection
 (904) 256-1545 FAX (904) 256-1587
darrin.mckeehen@dep.state.fl.us
[Brownfields Redevelopment Program](#)

From: Palcic, Merrilee L.
Sent: Monday, September 17, 2018 9:51 AM
To: McKeehen, Darrin <Darrin.McKeehen@dep.state.fl.us>
Subject: FW: Former Swifty Mart, FAC ID 018500083, SAR RAP, Brownfield

Darrin,

Since this is probably going to be a Brownfield site, I'm assigning it to you. Ms. Cline said to call her if you have any questions. Thanks,

Missy

From: Cline, Donna L [<mailto:Donna.Cline@terracon.com>]
Sent: Thursday, September 13, 2018 6:43 PM
To: Palcic, Merrilee L. <Merrilee.L.Palcic@dep.state.fl.us>
Cc: Patricia Novaro <MGoldstein@Goldsteinenvlaw.com>; Harrison, Steven A <Steven.Harrison@terracon.com>; Ruttala, Rama K <Rama.Ruttala@terracon.com>
Subject: Former Swifty Mart, FAC ID 018500083, SAR RAP, Brownfield

Caution Possible Malware: Please use caution with links and attachments.

Ms. Palcic,

On behalf of The Goldstein Environmental Law Group, Terracon Consulting Inc. is pleased to provide you this combined Site Assessment Report and Remedial Action Plan (SAR/RAP) for your review. The SAR/RAP is being performed as a voluntary cleanup under a Brownfield Site Rehabilitation Agreement.

This is also a follow up from the voice mail message I left you earlier in the day.

Appendix C (supporting Phase II ESA, Supplemental Site Assessment Reports) of this document may be found within this link:

<https://terracon.sharefile.com/d-s109d43a8bdf47e5b>

We look forward to working with you on this project and achieving a successful site closure.

Sincerely,

Donna

Donna Cline, P.E.
Senior Environmental Engineer

Terracon

5463 W. Waters Ave., Suite 830 | Tampa, Florida 33634
P [813] 221-0050 | D [813] 321-0340 | C [813] 898-6399

donna.cline@terracon.com | terracon.com

Terracon provides environmental, facilities, geotechnical, and materials consulting engineering services delivered with responsiveness, resourcefulness, and reliability.

Private and confidential as detailed here (www.terracon.com/privacy-policy). If you cannot access hyperlink, please e-mail sender.



Attachment D



July 27, 2018

Gerry Dedenbach, AICP, LEED AP
CHW, Professional Consultants
11801 Research Drive
Alachua, FL 32615

RE: Petition PB-17-165 SUP: CHW, Inc., agent for E.W. Burch, Jr., ABC Liquors, Inc., and BW University and 10th LLC, owners. Special Use Permit with minor development plan review to construct a Gasoline and Alternative Fuel Station with 12 fueling positions, convenience store and eating place. Zoned: Urban 7 (U-7). Located at 1007 and 1021 East University Avenue and 15 SE 10th Street.

Dear Mr. Dedenbach:

This letter is to inform you that the City Plan Board approved the above referenced petition on Thursday, June 28, 2018, subject to conditions. The board approved a Special Use Permit to allow the construction of 12 fueling positions at 1007 and 1021 East University Avenue and 15 SE 10th Street. The Special Use Permit was approved with the same conditions provided to you prior to the board meeting including the conditions of the various reviewing departments and the conditions outlined in the staff report, as well as the motion from the Plan Board at the public hearing:

Approve Petition PB-17-165 SUP subject to the conditions and comments from the Technical Review Committee, and with direction to staff to look into the closure of the back driveway on the southside of the site plan before final approval.

The Special Use Permit shall expire 12 months after the date of approval unless, at that time, the authorized use has commenced or development at the site is continuing in good faith with an active building permit. At the request of the applicant and for good cause shown, the City Plan Board may extend the time of the permit's expiration for good cause shown and if not in conflict with any other provision of this chapter. Failure to implement the Special Use Permit will render the approval null and void. In compliance with Sec. 30-3.26, prior to the expiration date, the board may consider an extension of the permit at a public hearing. If the use granted by the Special Use Permit ceases for a continuous period of twelve (12) months, the Special Use Permit shall also become null and void.

Appeal of decision. Any affected person may appeal the City Plan Board's decision on an application for a Special Use Permit to a hearing officer. The appeal must be filed within

15 days of the date notification of the decision is sent by certified mail to the applicant. Judicial review shall be available as provided in Sec. 30-3.58.

Prior to the end of the period for filing an appeal, any permit, authorization or other development order issued based on the board's decision is considered conditional. Any action taken during the appeal period is taken at the sole risk of the property owner. The owner may be required to undo any work done if the decision of the board is overturned by an appeal of its decision, by a court of competent jurisdiction.

If you should have any questions or need additional information, please contact me at (352) 334-5022.

Sincerely,

A handwritten signature in blue ink that reads "Jason Simmons". The signature is written in a cursive style with a large initial "J".

Jason Simmons
Planner

Attachment E



This instrument prepared by
and should be returned to:
Jonathan P. Jennewein, Esq.
Hill Ward Henderson
Bank of America Plaza, Suite 3700
101 E. Kennedy Boulevard
Tampa, Florida 33602

[Space Above This Line for Recording Data]

MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

BW UNIVERSITY AND 10TH, LLC,
a Florida limited liability company
3708 West Swann Avenue, Suite 200
Tampa, Florida 33609
(Mortgagor)

to

VALLEY NATIONAL BANK,
a national banking association
4790 140th Avenue N.
Clearwater, Florida 33762
(Mortgagee)

Dated as of: August 15, 2018

Alachua County, Florida

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (“**Mortgage**”) is made and entered into as of August 15, 2018 (the “**Effective Date**”), by BW UNIVERSITY AND 10TH, LLC, a Florida limited liability company (“**Mortgagor**”), whose address is 3708 West Swann Avenue, Suite 200, Tampa, Florida 33609, and delivered to VALLEY NATIONAL BANK, a national banking association (“**Mortgagee**”), whose address is 4790 140th Avenue N., Clearwater, Florida 33762.

W I T N E S S E T H:

1. DEBT. Mortgagor is justly indebted to Mortgagee in the principal sum of , as evidenced by a certain Promissory Note in the original principal amount of TWO MILLION FIVE HUNDRED FIFTY FIVE THOUSAND AND NO/100THS DOLLARS (\$2,550,000.00) (herein called the “**Note**,” which term includes any and all renewals, replacements, extensions, modifications, substitutions and consolidations thereof), payable to the order of Mortgagee. Mortgagor’s payment of the indebtedness evidenced by the Note is secured by this Mortgage and by a certain Assignment of Rents and Leases dated of even date from Mortgagor to Mortgagee (herein called the “**Collateral Assignment**,” which term includes any and all amendments, extensions, renewals, replacements, substitutions, modifications and consolidations thereof). The performance of Mortgagor’s obligations under the Note, and by the terms of this Mortgage and the Collateral Assignment, also are or may be from time to time secured by other written instruments that are herein jointly and severally called the “**Security Instruments**,” which term includes any and all amendments, modifications, extensions, renewals, replacements, substitutions and consolidations of any such instruments. The obligations of payment and performance that are secured by this Mortgage, the Collateral Assignment and the Security Instruments are as follows and are jointly and severally called the “**Indebtedness**” in this Mortgage:

(a) Note. Payment of all indebtedness from time to time evidenced by the Note;

(b) Security Documents. Payment or performance, as the case may be, of all obligations contained in this Mortgage, the Collateral Assignment, and the Security Instruments, jointly and severally;

(c) Advances. All sums properly advanced by Mortgagee in the manner provided in, or for the protection of the security of, this Mortgage, the Collateral Assignment, and the Security Instruments, jointly and severally, including all sums advanced pursuant to Paragraphs 8 or 28 of this Mortgage; and

(d) Costs. All costs, expenses, losses, and damages sustained or incurred by Mortgagee because of any default in payment or performance, as the case may be, of any provision contained in the Note, this Mortgage, the Collateral Assignment, and the Security Instruments, jointly and severally, or in realizing upon, protecting, perfecting, defending and/or enforcing the security of this Mortgage, the Collateral Assignment, and the Security Instruments, or any of them, including reasonable attorneys’ fees and legal assistants’ fees incurred by Mortgagee, regardless of whether suit is brought, and for all administrative, trial, and appellate proceedings, if any.

As used in this Mortgage, the term “**this Mortgage**” includes any and all amendments, modifications, extensions, renewals, replacements, substitutions and consolidations of this Mortgage;

and the term “**Other Loan Documents**” means the Note, the Collateral Assignment, the Security Instruments, and any other documents heretofore or hereafter executed by Mortgagor or any guarantor in connection with the Loan, jointly and severally. Mortgagor will pay and perform, as the case may be, the Indebtedness in accordance with the terms and provisions of this Mortgage and the Other Loan Documents. The following additional defined terms are used in this Mortgage:

“**Accessions**” shall have the definition assigned to it in the UCC.

“**Account**” shall have the definition assigned to it in the UCC.

“**Account Collateral**” means all Accounts that arise from the ownership, operation, use or enjoyment of the Mortgaged Property.

“**Appurtenances**” means all rights, estates, titles, interests, privileges, easements, tenements, hereditaments, titles, royalties, reversions, remainders and other interests, whether presently held by Mortgagor or acquired in the future, that may be conveyed as interests in the Land under the law of Florida. Appurtenances include any Easements and the Assigned Rights.

“**Assigned Rights**” means all of Mortgagor’s rights, easements, privileges, tenements, hereditaments, contracts, claims, licenses or other interests benefiting, arising out of or otherwise related to the Real Property, whether presently existing or arising in the future. The Assigned Rights include all of Mortgagor’s rights in and to all of the following to the extent that they benefit, arise out of or otherwise relate to the Real Property:

- (i) any greater estate in the Real Property;
- (ii) insurance policies required to be carried hereunder, including the right to negotiate claims and to receive Insurance Proceeds and unearned insurance premiums;
- (iii) Condemnation Proceeds;
- (iv) licenses and agreements permitting the use of sources of groundwater or water utilities, septic leach fields, railroad sidings, sewer lines, and means of ingress and egress;
- (v) drainage over other property;
- (vi) air space above the Land;
- (vii) mineral rights;
- (viii) party walls;
- (ix) vaults and their usage;
- (x) franchises;

- (xi) Commercial Tort Claims that arise during the term of the Indebtedness in respect of damages to the Real Property or to its operations, in respect of any impairment to the value of the Real Property, or in respect of the collection of any Rents;
- (xii) construction contracts;
- (xiii) roof and equipment guarantees and warranties;
- (xiv) building and development licenses and permits;
- (xv) tax credits or other governmental entitlements, credits or rights, whether or not vested;
- (xvi) licenses and applications (whether or not yet approved or issued);
- (xvii) rights under management and service contracts;
- (xviii) leases of Fixtures;
- (xix) trade names, trademarks, trade styles, logos, insignia, service marks, copyrights, and agreements with architects, environmental consultants, property tax consultants, engineers, and any other third party contractors whose services benefit the Real Property; and
- (xx) the right to enter into any Secondary Financing.

“**Chattel Paper**” shall have the definition assigned to it in the UCC.

“**Chattel Paper Collateral**” means all Chattel Paper arising from the sale or other disposition of all or part of the Personal Property.

“**Commercial Tort Claim**” shall have the definition assigned to it in the UCC.

“**Commercial Tort Claim Collateral**” means all Commercial Tort Claims in respect of damages to the Mortgaged Property or to its operations, in respect of any impairment of the value of the Mortgaged Property, or in respect of the collection of any Accounts.

“**Condemnation Proceeds**” means all money or other property that has been, or is in the future, awarded or agreed to be paid or given in connection with any taking by eminent domain of all or any part of the Real Property (including a taking through the vacation of any street dedication or through a change of grade of such a street), either permanent or temporary, or in connection with any purchase in lieu of such a taking, or as a part of any related settlement, except for the right to condemnation proceeds granted to the tenant in a separate proceeding and in respect of the lost value of the tenant’s leasehold interest.

“**Deposit Account**” shall have the definition assigned to it in the UCC.

“**Deposit Account Collateral**” means all Deposit Accounts into which Rents are deposited.

“**Development Agreements**” means all development, utility or similar agreements included in the Permitted Encumbrances.

“**Document**” shall have the definition assigned to it in the UCC.

“**Document Collateral**” means all Documents that evidence title to all or any part of the Goods Collateral.

“**Easements**” means Mortgagor’s existing and future interests in and to the declarations, easements, covenants, servitudes and restrictions appurtenant to the Land.

“**Equipment**” shall have the definition assigned to it in the UCC.

“**Equipment Collateral**” means all Equipment that is now or hereafter (i) attached or affixed to the Land or the Improvements, or (ii) situated upon or about the Land or the Improvements, regardless of whether physically affixed thereto or severed or capable of severance therefrom, or (iii) regardless of where situated, used, usable or intended to be used in connection with any present or future use or operation of or upon the Land or the Improvements.

“**Financing Statements**” shall have the definition assigned to it in the UCC.

“**Fixtures**” means all materials, supplies, equipment, apparatus and other items now or hereafter attached to or installed on the Land and Improvements in a manner that causes them to become fixtures under the law of Florida, including all built-in or attached furniture or appliances, elevators, escalators, heating, ventilating and air conditioning system components, emergency electrical generators and related fuel storage or delivery systems, septic system components, storm windows, doors, electrical equipment, plumbing, water conditioning, lighting, cleaning, snow removal, lawn, landscaping, irrigation, security, incinerating, fire-fighting, sprinkler or other fire safety equipment, bridge cranes or other installed materials handling equipment, satellite dishes or other telecommunication equipment, built-in video conferencing equipment, sound systems or other audiovisual equipment, and cable television distribution systems.

“**General Intangibles**” shall have the definition assigned to it in the UCC.

“**General Intangible Collateral**” means all General Intangibles that have arisen or that arise in the future in connection with Mortgagor’s ownership, operation or leasing of the Mortgaged Property, except for the Rents.

“**Goods**” shall have the definition assigned to it in the UCC. “Goods” include all detached Fixtures, items of Personal Property that may become Fixtures, property management files, accounting books and records, reports of consultants relating to the Mortgaged Property, site plans, test borings, environmental or geotechnical surveys, samples and test results, blueprints, construction and shop drawings, and plans and specifications.

“**Goods Collateral**” means all Goods that are used in connection with, or otherwise relate to the operation of, the Mortgaged Property.

“**Improvements**” means all buildings and other improvements of any kind erected or placed on the Land now or in the future, including the Fixtures, together with all appurtenant rights, privileges, easements, tenements, hereditaments, titles, reversions, remainders and other interests.

“**Instrument**” shall have the definition assigned to it in the UCC.

“**Instrument Collateral**” means all Instruments received as Rents or purchased by the Mortgagor with Rents.

“**Insurance Proceeds**” means (A) all proceeds of any insurance now or hereafter carried by or payable to Mortgagor with respect to the Real Property, including any such insurance related to the interruption of rents or income derived from the Mortgaged Property, (B) all claims and demands related to any such insurance, whether now existing or hereafter arising or accruing, (C) all unearned premiums heretofore or hereafter paid for insurance on the Mortgaged Property, and (D) all Proceeds of any of the foregoing.

“**Investment Property**” shall have the definition assigned to it in the UCC.

“**Investment Property Collateral**” means all the Investment Property purchased using Rents, or received in respect to Account Collateral.

“**Land**” means that certain tract of land, which is described on the attached Exhibit A, together with the Appurtenances.

“**Leases**” means all leases, subleases, licenses, concessions, extensions, renewals and other agreements (whether written or oral, and whether presently effective or made in the future) through which Mortgagor grants any possessory interest in and to, or any right to occupy or use, all or any part of the Real Property, together with all Lease guaranties and all other security for the payment for performance of any Lease.

“**Letter of Credit**” shall have the definition assigned to it in Section 675.103, Florida Statutes.

“**Letter of Credit Collateral**” means all Letter of Credit Rights that relate to the ownership, use, operation or enjoyment of the Mortgaged Property, including those that secure the payment of any Accounts comprising Account Collateral or arising from the sale or other disposition of all or any part of the Mortgaged Property.

“**Letter of Credit Rights**” shall have the definition assigned to it in the UCC, but expressly includes the right of a beneficiary to demand payment or performance under a Letter of Credit.

“**Money Collateral**” means all money received in respect of any Mortgaged Property.

“Mortgaged Property” means the Real Property, the Personal Property, the Leases and the Rents.

“Personal Property” means Account Collateral, Chattel Paper Collateral, Commercial Tort Claim Collateral, Deposit Account Collateral, Document Collateral, Equipment Collateral, Goods Collateral, General Intangible Collateral, Instrument Collateral, Investment Property Collateral, Letter of Credit Collateral, and Money Collateral, owned by Mortgagor. However, if the Mortgaged Property is, at any time during the term of the loan evidenced by the Note, located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

“Proceeds” has the meaning assigned to it in the UCC, except as the context herein may otherwise require.

“Real Property” means the Land and the Improvements.

“Rents” means all rents, income, receipts, issues, proceeds and profits and other benefits paid or payable for using, leasing, licensing, possessing, occupying, operating from or in, residing in, selling, mining, extracting minerals from, or otherwise enjoying the Real Property, whether presently existing or arising in the future, to which Mortgagor may now or hereafter become entitled or may demand or claim from the Effective Date through the time of the satisfaction of all of the Indebtedness, including security deposits, amounts drawn under letters of credit securing tenant obligations, minimum rents, additional rents, common area maintenance charges, parking revenues, deficiency rents, termination payments, space contraction payments, damages following default under a Lease, premiums payable by tenants upon their exercise of cancellation privileges, proceeds from Lease guarantees, proceeds from any other security for the payment or performance of Leases, proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Property, all rights and claims of any kind that Mortgagor has or may in the future have against the tenants under the Leases, Lease guarantors, the providers of any other security for the payment or performance of Leases, or any subtenants or other occupants of the Real Property, all proceeds of any sale or other disposition of the Real Property in violation of the Loan Documents, any award granted Mortgagor in any court proceeding involving any such tenant in any bankruptcy, insolvency, or reorganization proceedings in any state or federal court, and any and all money or other consideration paid or given by any tenant in lieu of rent.

“Secondary Financing” means all of the right, power or privilege of Mortgagor to further encumber any of the Mortgaged Property.

“Security Agreement” shall have the definition assigned to it in the UCC.

“UCC,” “Florida Uniform Commercial Code” or “the Code” means the Uniform Commercial Code as adopted in Florida and from time to time in effect.

Wherever used in this Mortgage, the terms “Mortgaged Property,” “Rents,” and “General Intangible Collateral” mean and include all or any portion thereof that is or may be applicable in the context in which such term is used.

2. GRANT OF SECURITY. In consideration of the Indebtedness evidenced by the Note and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby grants, bargains, sells, aliens, remises, releases, conveys, assigns, and confirms to Mortgagee, its successors and assigns, and does hereby grant Mortgagee, its successors and assigns, (i) a lien upon and a security interest in all of Mortgagor’s existing and after acquired interests in the Real Property (including the Appurtenances), the Leases and the Rents, and (ii) a security interest in the Personal Property to the extent owned by Mortgagor, and (iii) a lien upon and security interest in all Accessions, additions, replacements, substitutions and Proceeds of any of the foregoing, all to the extent and upon the terms and conditions set forth in this Mortgage or the Other Loan Documents.

3. SECURITY AGREEMENT.

(a) Rights and Powers. This Mortgage constitutes a Security Agreement with respect to the Personal Property and all assets of Mortgagor now owned or hereafter acquired and all products and proceeds thereof. Without limitation, Mortgagee, at its election, upon any default under this Mortgage, will have all rights, powers, privileges, and remedies from time to time available to a secured party under the provisions of the UCC as well as all other rights and remedies available at law or in equity, and at Mortgagee’s option, Mortgagee may also invoke the remedies provided elsewhere in this Mortgage with respect to the Personal Property. Mortgagor and Mortgagee agree that the rights granted to Mortgagee as secured party under this Paragraph 3 are in addition to, rather than a limitation on any of Mortgagee’s other rights under this Mortgage with respect to the Mortgaged Property. Notwithstanding any provision of this Mortgage to the contrary:

(i) Intangible Collateral. Until an Event of Default occurs, Mortgagor may use, enjoy, and dispose of in any manner all or any portion of the Account Collateral, Chattel Paper Collateral, Commercial Tort Claim Collateral, Deposit Account Collateral, Document Collateral, General Intangible Collateral, Instrument Collateral, Investment Property Collateral, Letter of Credit Collateral and Money Collateral, except for any portion specifically identified and expressly assigned to Mortgagee by this Mortgage, the Collateral Assignment or any of the Security Instruments, and have and retain the proceeds of any such disposition to Mortgagor’s exclusive use and benefit, so long as no such disposition materially and adversely affects the value, usefulness, or operation of the Mortgaged Property for its intended purposes, and so long as such disposition is not as security for the performance of an obligation.

(ii) Equipment Collateral. Mortgagor may remove or dispose of any portion of the Equipment Collateral and have and retain the proceeds from any such disposition to its exclusive use and benefit, so long as (i) such removal or disposition, or both, will not materially and adversely affect the operation of the Mortgaged Property for its

intended purposes, (ii) Mortgagor promptly furnishes Mortgagee with substitute collateral of equal or better quality and value, (iii) there does not then exist any Event of Default, and (iv) any and all damage to the Mortgaged Property resulting from such removal or substitution, or both, is promptly repaired at Mortgagor's cost, (v) such disposition is not made as security for the performance of an obligation, and (vi) Mortgagee's prior written consent is obtained for the removal of any Equipment Collateral that will not be promptly replaced with substitute collateral as required by clause (ii) above, for any removal of any Equipment Collateral that necessitates any structural alterations or repairs to the Land or the Improvements, or both, or any removal of any Personal Property that, singly or in the aggregate, has a replacement cost of more than \$5,000.00, except in connection with direct substitutions or replacements requiring no structural alterations or repairs.

(iii) Goods Collateral. Mortgagor may, without Mortgagee's prior written consent, dispose of Goods Collateral in the ordinary course of business, provided that, following the disposition, the perfection of Mortgagee's security interest in the Proceeds of the disposition will continue under §9-315 (d) of the UCC.

(iv) Rents. Until an Event of Default occurs, Mortgagor may collect and retain all Rents in the manner provided by this Mortgage and the Collateral Assignment.

(v) Other Loan Documents. The provisions of the Collateral Assignment control anything to the contrary contained in this Mortgage with respect to the Rents; the provisions of any of the Security Instruments so control with respect to any collateral described therein; provided, however, that to the greatest extent possible, the provisions of the Other Loan Documents shall be deemed supplemental to and not in derogation of the provisions of this Mortgage.

(b) Filing Authorization. Mortgagor irrevocably authorizes Mortgagee to file, in the appropriate locations for filings of Financing Statements in any jurisdiction(s) that Mortgagee in good faith deems appropriate, such Financing Statements and amendments thereto as Mortgagee may deem necessary or desirable in order to (i) perfect or continue the security interests granted by Mortgagor to Mortgagee pursuant to this Mortgage, (ii) prevent any filed Financing Statement from becoming misleading, or (iii) prevent any filed Financing Statement from losing its perfected status.

(c) Interest in Real Property. Notwithstanding the foregoing, or any other provision of this Mortgage, or the Other Loan Documents, jointly and severally, to the contrary, Mortgagor and Mortgagee intend and agree that, unless and until Mortgagee affirmatively elects otherwise, all right, title, and interest of Mortgagor in and to the Equipment Collateral (excepting only furniture, furnishings, office equipment, and office supplies) constitutes an interest in real property for all purposes, regardless of whether (i) any or all such property is physically attached to the Land or Improvements, (ii) serial numbers are used to identify certain items thereof, or (iii) such items are referred to, generally or specifically, in any financing statement filed or recorded at any time. Without limitation, the parties intend and agree that the inclusion of the Equipment Collateral, or any rights therein or proceeds thereof, in any such financing statement will not operate to alter any of Mortgagee's rights as determined by this Mortgage, or otherwise available at law or in equity, or to impair the priority of the lien or security interest granted by this Mortgage, or the Other Loan Documents, or any combination. The parties instead intend and agree that, unless and until

Mortgagee affirmatively elects otherwise, the inclusion of any or all such items in any such financing statement is for the sole purpose of Mortgagee's protection if, as and when it is or may be determined that notice of Mortgagee's priority of interest in any or all such Equipment, in order to be effective against a particular class of persons (including the Federal Government and any subdivision or agency of the Federal Government), must be perfected in the manner required by the Florida Uniform Commercial Code.

(d) Additional Searches and Documentation. Mortgagor shall provide to Mortgagee upon request certified copies of any searches of UCC records deemed necessary or appropriate by Mortgagee to confirm the first priority status of its security interest in the Personal Property, together with copies of all documents or records evidencing security interests disclosed by such searches. Mortgagor shall pay all filing fees and costs and all reasonable costs and expenses of any record searches (or their continuations) that Mortgagee may require.

(e) Representations, Warranties and Covenants of Mortgagor. Mortgagor represents and warrants to and covenants with Mortgagee as follows:

(i) Ownership of the Personal Property. All of the Personal Property is, and during the term of the Indebtedness shall continue to be, owned by Mortgagor, and is not and shall not be the subject matter of any lease, control agreement or other instrument, agreement or transaction whereby any ownership, security or beneficial interest in the Personal Property is held by any person or entity other than Mortgagor, subject only to (1) Mortgagee's security interest, (2) the rights of tenants occupying the Real Property pursuant to Leases approved by Mortgagee, and (3) the Permitted Encumbrances.

(ii) No Other Identity. Mortgagor has not used or operated under any other name or identity for at least five (5) years prior to the Effective Date. Mortgagor will furnish Mortgagee with notice of any change in its name, form of organization, or state of organization not later than thirty (30) days prior to the effective date of any such change.

(iii) Location of Equipment Collateral. All Equipment Collateral is, and during the term of the Indebtedness shall continue to be, located upon the Land.

(iv) Disposition of Collateral. Mortgagor shall not, without Mortgagee's prior written consent, dispose of any Personal Property in any manner except as expressly provided in Paragraph 3(a) of this Mortgage.

(f) Fixture Filing. This Mortgage constitutes a financing statement filed as a fixture filing in the Official Records of the Clerk of the Circuit Court with respect to any and all Fixtures. The "debtor" is the Mortgagor and the record owner of the Real Property; the "secured party" is the Mortgagee; the collateral is as described in this Mortgage; and the addresses of the debtor and secured party are the addresses stated in this Mortgage for notices to such parties.

4. AFTER ACQUIRED PROPERTY. Without the necessity of any further act of Mortgagor or Mortgagee, the lien of, and security interest created by, this Mortgage automatically will extend to and encompass (i) any and all renewals, replacements, substitutions, Accessions, Proceeds, products, or additions of or to the Mortgaged Property, and (ii) any and all monies and

other property that from time to time may, either by delivery to Mortgagee or by any instrument (including this Mortgage), be subjected to such lien and security interest by Mortgagor or by anyone acting on its behalf, or with the consent of Mortgagor, or which otherwise may come into the possession or otherwise be subject to the control of Mortgagee pursuant to this Mortgage, or the Other Loan Documents, or both.

5. TITLE WARRANTIES. Mortgagor covenants with Mortgagee and its successors and assigns (including any person who acquires all or any portion of the Mortgaged Property by foreclosure of the lien of this Mortgage or by deed or other proceeding in lieu thereof) that: (i) Mortgagor is indefeasibly seized of the Real Property and such of the Personal Property as constitutes, or is or may be determined to be, Fixtures, in fee simple and has the full power, lawful right and authority to convey the same in fee simple and to encumber the same with the lien of this Mortgage; (ii) Mortgagor has the full power, lawful right and authority to grant Mortgagee a prior perfected security interest in all portions of the property described in this Mortgage that may constitute property subject to the provisions of the Florida Uniform Commercial Code; and (iii) the Mortgaged Property is free and clear of all liens, encumbrances, and security interests of any nature except for the lien of taxes and assessments not yet due and payable and zoning and other land use controls imposed by any public authority, and the Permitted Encumbrances.

6. LIENS. Mortgagor will not create, or permit or suffer to be created, or to remain, without Mortgagee's prior written consent, and will promptly discharge, any and all liens or encumbrances upon, or security interests in, the Mortgaged Property or any part thereof, whether consensual, common law, statutory, voluntary, involuntary, or arising by operation of law. Notwithstanding the foregoing, Mortgagor may contest the amount, validity, and enforceability of any involuntary or nonconsensual lien, encumbrance, or security interest, including those arising by operation of law, in the manner provided in Paragraphs 9 and 10 below.

7. FURTHER ASSURANCES. Mortgagor from time to time will execute, acknowledge, subscribe, and deliver to or at the direction of Mortgagee such further assurances as Mortgagee may reasonably require for the purpose of evidencing, perfecting, or confirming the lien and security interest created by this Mortgage, or the security intended to be afforded by the Other Loan Documents, or both. Without limitation of the foregoing, Mortgagor will defend, indemnify, and hold Mortgagee harmless with respect to any suit or proceeding in which the validity, enforceability, or priority of the lien or security interest, or both, created by this Mortgage or the Other Loan Documents, or both, is endangered or challenged, directly or indirectly, and will provide Mortgagee with such security for the defense of any such claim as Mortgagee reasonably may require. If Mortgagor fails to undertake the defense of any such claim in a timely manner, or fails to furnish Mortgagee with reasonable security for such defense, or, in Mortgagee's sole determination, fails to prosecute such defense with due diligence and by appropriate proceedings, then Mortgagee is authorized to take, at the expense of Mortgagor, all necessary and proper action in defense of any such claim, including the retention of legal counsel, the prosecution or defense of litigation, and the compromise or discharge of claims, including payment of all costs and reasonable attorneys' fees. All costs, expenses and losses, if any, so incurred by Mortgagee, including reasonable attorneys' and legal assistants' fees, regardless of whether suit is brought, and for all administrative, trial, and appellate proceedings, if any, will constitute advances by Mortgagee as provided in the following paragraph.

8. REMEDIAL ADVANCES. If Mortgagor defaults in the observance or performance of any of the provisions of this Mortgage, the Swap Documents, or the Other Loan Documents, or both, then Mortgagee, without waiving or otherwise impairing any other right or remedy of Mortgagee, at its sole option and without obligation to do so, and without demand upon Mortgagor, may make any such payment or take such action as Mortgagee deems necessary or appropriate to correct such default, or to protect the security of this Mortgage, or the Other Loan Documents, or both. All payments so made, together with all costs and expenses so incurred, will be added to the principal amount due under the Note and thereafter will bear interest at the rate then payable as provided in the Note, and will be secured by the lien and security interest granted by this Mortgage, and by the Other Loan Documents. For the foregoing purposes, Mortgagee is authorized to enter upon the Real Property; to appear in and defend any action or proceeding purporting to affect the security of this Mortgage, or the Other Loan Documents, or both, or Mortgagee's rights or powers thereunder; to pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the reasonable judgment of Mortgagee appears to affect adversely the Mortgaged Property; and to take whatever other action Mortgagee in its discretion deems necessary or appropriate in exercising any such powers. Mortgagor immediately upon demand will pay all sums so expended by Mortgagee, with interest from the date of each such expenditure at the rate then payable as provided in the Note.

9. IMPOSITIONS. Mortgagor will pay, or cause to be paid, when due (i) all property taxes, assessments, water, sewer and utility charges, and other rents, rates and charges, including all excises, taxes, levies, license fees, permit fees, and other fees and charges, whether general or special, ordinary or extraordinary, foreseen or unforeseen, that may be assessed, levied, or imposed upon the Mortgaged Property, or any portion thereof, or otherwise arising with respect to the occupancy, use, possession, ownership or disposition thereof, whether or not the failure to pay the same might result in the creation of a lien upon the Mortgaged Property, or any portion thereof; (ii) all franchise, excise, and other taxes, fees, and charges assessed, levied, or imposed with respect to Mortgagor's right to do business on or from the Real Property; (iii) all taxes and fees (except for state and federal income taxes and state intangibles taxes levied on the Indebtedness by any state other than the State of Florida, unless any such tax is in lieu of, or a credit against any other tax payable by Mortgagor) that may be levied by the United States of America, or any state or political subdivision thereof, upon Mortgagee in connection with, or upon, the Other Loan Documents, this Mortgage, or the Indebtedness, or its payment or collection, or any combination; and (iv) all lawful claims and demands of mechanics, laborers, materialmen and others which, if unpaid, might result in the creation of a lien upon the Mortgaged Property, or any portion thereof. The items payable under this Paragraph are individually and collectively called "**Impositions**"; and except as hereinafter provided, nothing contained in this Paragraph will require the payment of any Imposition so long as the amount, validity, or enforceability thereof is contested in good faith by appropriate proceedings, as provided in the following Paragraph. With respect to state and local real and tangible personal property taxes, however, Mortgagor will pay them, and will furnish Mortgagee with copies of the receipts for each such payment without demand, at least thirty (30) days prior to the date such taxes will become delinquent; and any contest of the same will be limited to a suit or other proceeding for a refund. With respect to all other Impositions, Mortgagor will furnish Mortgagee with proof of payment of same upon demand. If any payment required to be made by Mortgagor pursuant to this Paragraph is prohibited by law, with the result that Mortgagee becomes liable for its payment, then the Indebtedness will immediately become due and payable at Mortgagee's option.

10. CONTESTS. Mortgagor may contest in good faith, by any and all appropriate administrative, trial or appellate proceedings, or any combination, and in Mortgagee's name, if required by law, the amount, validity, enforceability or application of any Imposition, legal requirement, or other obligation that Mortgagor is or may be required to pay or perform to any person or entity other than Mortgagee by any provision of this Mortgage, the Other Loan Documents or any combination, if and only for so long as: (i) such contest suspends the collection or enforcement of the obligation(s) contested; (ii) no part of the Mortgaged Property will be subject to loss, sale or forfeiture before final determination of any such contest; (iii) neither Mortgagor nor Mortgagee will be subject to any criminal liability as a result of such contest; (iv) Mortgagor furnishes such security as may be required by law in connection with each such contest; (v) the value, usefulness and marketability of the Mortgaged Property will not be adversely impaired by any such contest; (vi) Mortgagor otherwise continues to pay or perform, as the case may be, the Indebtedness as required by this Mortgage; (vii) Mortgagor otherwise is not in default under any provision of this Mortgage; (viii) each such contest is continuously and diligently prosecuted to final determination; (ix) Mortgagor pays, or causes to be paid, and defends, indemnifies and holds Mortgagee harmless of and from, any and all liabilities, losses, judgments, decrees and costs (including all reasonable attorneys' fees) incurred in connection with each such contest; (x) Mortgagor, promptly following final determination of each such contest, fully pays and discharges all amounts that may be levied, assessed, charged, imposed or otherwise determined to be payable, together with all penalties, fines, interests, costs and expenses, and otherwise complies with such final determination at Mortgagor's sole cost and expense; (xi) Mortgagor furnishes Mortgagee with such security as Mortgagee reasonably may require to assure Mortgagor's compliance with all of the foregoing requirements; and (xii) no Event of Default under Paragraphs 20(f) or (g) hereof occurs as a result of or in connection with such contest. So long as Mortgagor complies with the foregoing and Mortgagee is promptly reimbursed for all costs and expenses incurred, Mortgagee will cooperate with Mortgagor in connection with any such contest.

11. INSURANCE. Mortgagor, at its sole cost, shall obtain and at all times maintain in full force and effect comprehensive general liability insurance to protect Mortgagor and Mortgagee against liability incident to the use of, or resulting from any accident or injury occurring on or about the Land and Improvements, with liability limits of \$1,000,000.00 for the injury or death of any one person, \$2,000,000.00 for any number of injuries or deaths arising out of a single occurrence, and \$2,000,000.00 combined single limit for property damage, and with respect to each policy, naming Mortgagee as a mortgagee/loss payee and additional insured thereunder as applicable.

Mortgagor, at its sole cost, shall also maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Mortgagee may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Mortgagee. Mortgagor shall deliver to Mortgagee certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Mortgagee and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement that provides that coverage in favor of Mortgagee will not be impaired in any way by any act, omission or default of Mortgagor or any other person. Should the Mortgaged Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Mortgagor agrees to obtain and maintain Federal Flood insurance, if available, within 45 days after notice is given by Mortgagee that the Mortgaged Property is located in a special flood

hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Mortgagee, and to maintain such insurance for the term of the loan.

Mortgagor shall furnish Mortgagee with evidence of renewal or replacement coverage not later than thirty (30) days prior to the date on which any coverage will expire, and will furnish to Mortgagee the originals, or duplicate copies, of all underlying policies, and all renewals or replacements thereof, or an original Acord "Evidence of Insurance" satisfactory to Mortgagee, as Mortgagee may elect. If any loss occurs with respect to the Mortgaged Property, Mortgagee is hereby appointed attorney-in-fact for Mortgagor to make proof of loss if Mortgagor fails to do so punctually, and to receipt for any Proceeds collected under such policies. Mortgagor will promptly give written notice to Mortgagee of any loss or damage to the Mortgaged Property and will not adjust or settle any such loss in excess of \$1,000.00 without Mortgagee's prior written consent. Upon the occurrence of an Event of Default, all right, title and interest of Mortgagor in and to all such insurance policies then in force, including any and all unearned premiums and existing claims, will pass to Mortgagee which, at its option and as attorney-in-fact for Mortgagor, may then make, settle and give binding acquittances for claims under all such policies, and may assign and transfer such policies, or cancel or surrender them, applying any unearned premium in such manner as Mortgagee may elect. The foregoing appointment of Mortgagee as attorney-in-fact for Mortgagor is coupled with an interest and irrevocable. Notwithstanding the occurrence of any casualty, or the availability of any Insurance Proceeds, Mortgagor will pay the Indebtedness in the manner required by this Mortgage and the Other Loan Documents.

12. CONDEMNATION. If all or any part of the Mortgaged Property, or any interest therein or right accruing thereto or therefrom, or any combination, is taken as a result of, or in lieu or anticipation of, the exercise of the right of condemnation or eminent domain, or by reason of the temporary requisition of the use or occupancy of the Mortgaged Property, in any event by any government or quasi-governmental authority, civil or military, or any other party entitled to exercise such powers by law, general or special, all Proceeds payable with respect to any such action are hereby assigned to Mortgagee and shall be paid to Mortgagee. Any of the foregoing actions is sometimes called a "**condemnation**" or "**taking**" in this Mortgage and the Other Loan Documents, and such terms also include any and all damages recovered or recoverable by Mortgagor from any person or entity, public or private, for any injury to or devaluation of, the Mortgaged Property or any portion thereof. Notwithstanding any such taking, or other injury or decrease in value, or the sufficiency or availability of any Condemnation Proceeds for any of the foregoing, Mortgagor shall continue to pay the Indebtedness in the manner required by this Mortgage and the Other Loan Documents. Mortgagee's rights under this Paragraph will survive the foreclosure or other enforcement of this Mortgage; and, upon any such foreclosure or other enforcement, Mortgagee will have the right to receive and retain all Condemnation Proceeds to the extent of any deficiency which exists, together with legal interest thereon, and to the further extent of reasonable fees, costs and disbursements incurred by Mortgagee in connection with the collection of such Proceeds (including attorneys' and legal assistants' fees). Such right shall exist whether or not a deficiency judgment shall have been sought or recovered or denied upon the Note. The remaining balance of such Proceeds, if any, will inure to the benefit of the party entitled thereto by applicable law.

13. PROCEEDS. All Proceeds payable with respect to any casualty loss or condemnation involving the Mortgaged Property, as provided in the preceding two Paragraphs, or

for any private trespass or other injury to, or devaluation of, the Mortgaged Property or any portion thereof, are hereby assigned to Mortgagee and shall be payable to Mortgagee. All such Proceeds may be retained by Mortgagee and applied to the Indebtedness in such order as Mortgagee determines or, at the option of Mortgagee, such Proceeds, or any portion, may be paid over to Mortgagor for the purposes of restoration of the Mortgaged Property, upon such terms and conditions as Mortgagee, in its sole discretion, deems advisable, or for any other purpose, if Mortgagee so elects. Neither the availability of any such Proceeds, nor their receipt or application by Mortgagee, will operate as a waiver of any default under this Mortgage, unless Mortgagee elects otherwise in writing.

14. CONDITION. Mortgagor, at its sole cost, will make or cause to be effected such repairs, renovations, renewals, replacements, servicing and reconstruction as may be necessary to maintain the Mortgaged Property in as good order, condition and repair as exists on the date of this Mortgage and to Mortgagee's satisfaction, excepting only normal wear and tear. Immediately following the occurrence of any casualty or other loss, Mortgagor promptly will undertake all restoration necessitated thereby and will pursue it diligently to completion, notwithstanding the insufficiency or unavailability for such purposes of any insurance or condemnation Proceeds (other than any such insufficiency or unavailability which results, and then only to the extent the same results, from Mortgagee's application of any such Proceeds to the Indebtedness in accordance with the terms of this Mortgage). Except as permitted above for substitutions for the Personal Property, Mortgagor (i) will not strip, waste, remove or demolish any portion of the Mortgaged Property, nor suffer or permit any such action, (ii) will promptly comply with all laws, governmental regulations, and public or private restrictions or easements, or both, of any kind affecting the Mortgaged Property or requiring any alterations or improvements to be made thereon, and (iii) will not commit, suffer or permit any act upon the Mortgaged Property in violation of any law. If any public agency or authority requires, or commences any proceedings for, the demolition or removal, or both, of any buildings comprising a part of the Mortgaged Property, then, unless Mortgagor undertakes to contest such action in the manner provided above and pursues such contest to a successful conclusion, such action will constitute an Event of Default under this Mortgage. Without Mortgagee's prior written consent (which consent will not be unreasonably withheld), Mortgagor will not make any material alterations, additions or improvements of or to the Mortgaged Property that will adversely affect the structural integrity, value or operation of the Mortgaged Property or any part thereof; will not make any material change in the general nature of the use of the Mortgaged Property; and will not institute, or join or acquiesce in, any action to change the existing zoning or land use classification of the Mortgaged Property. Mortgagee may enter the Mortgaged Property at all reasonable times without prior notice for the purpose of making inspections or for any other lawful purpose.

15. DEPOSITS. Mortgagee upon Default, in its sole discretion, may require Mortgagor to make monthly deposits with Mortgagee of a sum equivalent to one-twelfth (1/12) of the annual real and tangible personal property taxes assessed with respect to the Mortgaged Property and one-twelfth (1/12) of the annual premiums for all insurance required to be maintained under the terms of this Mortgage. The amount of such taxes, assessments and premiums, when unknown, will be estimated by Mortgagee in good faith, and such estimate will be binding for purposes of this Paragraph. Such deposits may be commingled with Mortgagee's general funds, and Mortgagee will not be liable for any interest or earnings on account of such deposits. To the extent sufficient, such deposits will be applied by Mortgagee to the payment of such taxes, assessments and premiums when due, upon Mortgagor's presentation of bills therefore; but Mortgagee will have no obligation

to make any such payment except to the extent of such deposits. Any insufficiency of such deposits will be paid by Mortgagor to Mortgagee on demand. Upon any Event of Default by Mortgagor under this Mortgage, Mortgagee may apply all such deposits to the Indebtedness in such order as Mortgagee may elect. The enforceability of Mortgagor's covenants relating to taxes, assessments and insurance will not be altered, diminished, impaired or otherwise affected by the provisions of this Paragraph except insofar as such obligations are actually met by Mortgagor's compliance with this Paragraph. Mortgagee from time to time, at its sole option, may waive and thereafter reinstate any or all of the provisions of this Paragraph. While any such waiver is in effect, Mortgagor will pay all taxes, assessments and premiums as provided elsewhere in this Mortgage.

16. BOOKS AND RECORDS. Mortgagor at all times will keep proper books of record and account in which full, true and correct entries will be made of its transactions and operations (including, but not limited to, those relating to the Real Property and the Rents) in accordance with generally accepted accounting practices (on a cash basis), consistently applied, and which will properly and correctly reflect all items of income and expense in connection with the operation of the Mortgaged Property, regardless of whether such income or expense is realized by Mortgagor or by any other person or entity whatsoever. Mortgagee will have the right from time to time during normal business hours and upon reasonable notice to examine all such books, records and accounts at Mortgagor's office, or at the office of such other person as may maintain them, and to make such copies or extracts as Mortgagee reasonably may require, at Mortgagor's expense.

17. FINANCIAL INFORMATION. Mortgagor will furnish to Mortgagee or cause to be furnished to Mortgagee such financial statements, copies of federal tax returns and other financial information which may be required by Mortgagee from time to time in accordance with the terms of that certain Loan Agreement dated the date hereof, by and between Mortgagor and Mortgagee (the "**Loan Agreement**").

18. LEASES. Mortgagor will perform all of its obligations as lessor under any and all present or future Leases, and will not commit, permit or suffer a default by Mortgagor under any Lease, nor will Mortgagor take any action, or omit to take any action, except to the extent expressly permitted by a Lease, if such action or omission reasonably may cause the termination of such Lease, or withholding of rent by the tenant, or otherwise diminish or impair the value of the Lease. Without limiting the generality of the foregoing (or of any other provision contained in this Mortgage), Mortgagor will not (i) assign the Rents or any portion thereof; (ii) enter into any Lease unless and until each such Lease has been approved by Mortgagee as to form, terms, rentals and the identity of the proposed tenant, such approval not to be unreasonably withheld; (iii) modify or amend any Lease, or any extension or renewal of any Lease, in such a way, and also shall not reduce the rent, accelerate rent payments, shorten the original term or change any renewal or extension option; (iv) terminate or permit the termination of any Lease; (v) accept a surrender of any Lease or a prepayment in excess of one month of any rent thereunder; (vi) subordinate or permit the subordination of any Lease to any lien subordinate to this Mortgage; or (vii) consent to the assignment of any Lease by the tenant therein. Any act or omission in violation of the provisions of this Paragraph shall be voidable, at Mortgagee's sole and exclusive option.

19. ASSIGNMENT OF RENTS. As more particularly set forth in the Collateral Assignment, the provisions of which are herein incorporated by reference, the Rents are assigned to Mortgagee as security for the Indebtedness upon the terms and conditions set forth in this Mortgage

and the Other Loan Documents. Neither the Collateral Assignment nor Mortgagee's enforcement of any of its provisions (including the receipt of the Rents thereby assigned) will operate to subordinate the lien of this Mortgage to any rights of the lessee under any lease of the Real Property or to subject Mortgagee to any liability to any such lessee for the performance of any obligation of the lessor under any such lease, unless and until Mortgagee agrees to such subordination, or assumes such liability, by an appropriate written instrument; and all right, title and interest of each such lessee in and to the Real Property, whether arising by virtue of any such lease or otherwise, at all times will be and remain subject, subordinate and inferior to the lien of this Mortgage and all rights, remedies, powers and privileges of Mortgagee arising under, or by virtue of, this Mortgage or the Other Loan Documents, or both.

20. DEFAULT. The occurrence of any of the following (time being of the essence as to this Mortgage and all of its provisions) shall constitute an Event of Default under this Mortgage and, at the option of Mortgagee, shall also constitute a default under the Other Loan Documents:

(a) Scheduled Payment. Mortgagor's failure to make any payment required by the Note within fifteen (15) days after written demand from Mortgagee to Mortgagor (provided, however, Mortgagee shall not be required to give such notice more than two times in any calendar year).

(b) Other Monetary Default. Mortgagor's failure to make any other payment required by this Mortgage, or by any of the Other Loan Documents within ten (10) days after written demand from Mortgagee to Mortgagor.

(c) Other. Mortgagor's failure to perform or comply with any other obligation imposed upon Mortgagor by this Mortgage or by any of the Other Loan Documents, and, except as otherwise provided in the Other Loan Documents or in the following subparagraphs of this Paragraph, the continuation of such failure for a period of thirty (30) days after written notice thereof from Mortgagee to Mortgagor; provided, however, that (i) if Mortgagor reasonably cannot perform or comply with any such obligation within such thirty (30) day period, and if, in Mortgagee's reasonable judgment, Mortgagee's security will not be impaired, then Mortgagor may have such additional time to rectify such failure as may be reasonably required, provided and for so long as Mortgagor continuously proceeds with due diligence; and (ii) if, in Mortgagee's reasonable judgment, Mortgagee's security will be materially impaired if Mortgagor does not perform or comply with any such obligation in less than thirty (30) days, then Mortgagor will have only such period following demand in which to rectify such failure as Mortgagee reasonably may specify.

(d) Representation. If any representation or warranty of Mortgagor contained in this Mortgage or in any of the Other Loan Documents, or in any certificate delivered pursuant hereto or thereto, or in any other instrument or statement furnished in connection herewith or therewith, is determined by Mortgagee to have been incorrect or misleading in any material respect as of the date on which the same was made, including, without limitation, any and all financial statements furnished by Mortgagor to Mortgagee as an inducement to Mortgagee's making the loan evidenced by the Note or otherwise furnished pursuant to any provision of this Mortgage or any of the Other Loan Documents.

(e) Bankruptcy. If Mortgagor or any guarantor of the Indebtedness or any part thereof (hereinafter, a “**Guarantor**”) files a voluntary petition in bankruptcy, or for reorganization or for an arrangement, pursuant to the Federal Bankruptcy Code or any similar law, federal or state, now or hereafter in effect, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall suspend payment of its obligations, or shall take any action in furtherance of the foregoing; or if Mortgagor or any Guarantor shall consent to the appointment of a receiver, trustee, liquidator, or other similar official therefor or for the Mortgaged Property; or if a petition or an answer proposing an adjudication of Mortgagor or any Guarantor as a bankrupt or proposing a reorganization of Mortgagor or any Guarantor pursuant to the Federal Bankruptcy Code or any similar law, federal or state, now or hereafter in effect, shall be filed in, and approved by, any court of competent jurisdiction and the order approving the same shall not be vacated or stayed within one hundred twenty (120) days from entry; or if Mortgagor or any Guarantor shall consent to the filing of any such petition or answer, or shall fail to deny the material allegations of the same in a timely manner.

(f) Judgments. If final judgment, other than a final judgment in connection with any condemnation, and including any judgment or other final determination of any contest permitted by Paragraph 10 of this Mortgage, is entered against Mortgagor, and (i) such final judgment (A) includes an award of damages in excess of \$10,000.00, or, in Mortgagee’s reasonable judgment, adversely affects the value, use or operation of the Mortgaged Property, or (B) adversely affects, or reasonably may tend to adversely affect, the validity, enforceability, or priority of the lien or security interest created by this Mortgage, or the Other Loan Documents, or both, or (C) results in execution or other final process issuing with respect to Mortgaged Property, and (ii) Mortgagor does not discharge the same, or provide for its discharge in accordance with its terms, or procure a stay of execution thereon, in any event within sixty (60) days from entry, or shall not within such period, or such longer period during which execution on such judgment shall have been stayed, appeal therefrom or from the order, decree or process upon or pursuant to which such judgment shall have been entered and cause its execution to be stayed during such appeal, or if on appeal such order, decree, or process shall be affirmed and Mortgagor shall not discharge such judgment or provide for its discharge in accordance with its terms within sixty (60) days after the entry of such order or decree of affirmation, or if any stay of execution on appeal is released or otherwise discharged.

(g) Liens. Except as otherwise provided in Paragraphs 9 and 10 hereof, if any federal, state or local tax lien, or any claim or lien for labor or materials, or any other lien or encumbrance of any nature whatsoever (including any judgment lien), against Mortgagor or the Mortgaged Property is filed of record and is not removed by payment or transferred to substitute security in the manner provided by law within the lesser of thirty (30) days after its recordation or ten (10) days after demand by Mortgagee.

(h) Leases. The default by Mortgagor in the performance of any of its obligations as lessor under that certain Land Lease Agreement dated effective February 9, 2017, as amended by that certain First Amendment to Land Lease Agreement effective as of January 24, 2018, as amended by that certain Second Amendment to Land Lease Agreement effective as of February 14, 2018 and as amended by that certain Third Amendment to Land Lease Agreement effective as of May 22, 2018, by and between Mortgagor, as Landlord, and WAWA FLORIDA, LLC, a Delaware limited liability company, as Tenant (collectively, the “**Wawa Lease**”), and the continuation of such default beyond any applicable grace and/or curative period specifically provided therein, or the

modification or amendment of said Wawa Lease without the prior written consent of Mortgagee, or the termination of said Wawa Lease.

(i) Notices by Mortgagor Pursuant to F.S. §697.04(1)(b). The filing for record by Mortgagor of a notice limiting the maximum principal amount secured by this Mortgage to an amount less than the amount specified in Paragraph 28 of this Mortgage.

(j) Events of Default Under any of the Other Loan Documents. The occurrence of an Event of Default under any of the Other Loan Documents.

(k) Default Under any of the Permitted Encumbrances. Any material default by Mortgagor under any of the Permitted Encumbrances, and the continuation of such default beyond any applicable grace and/or curative period specifically provided therein.

(l) Death or Incapacity. If Mortgagor is a natural person, then if he or she shall die or become legally incompetent.

(m) Legal Existence. If Mortgagor is not a natural person, any act or omission leading to, or resulting in, the termination, invalidation (total or partial), revocation, suspension, interruption, or unenforceability of Mortgagor's legal existence, rights, licenses, franchises and permits, or the transfer or disposition (whether by sale, lease, or otherwise) to any person or entity of all or a substantial part of its property.

(n) Guaranty. If (i) any guaranty of the Indebtedness or any part thereof (hereinafter, a "**Guaranty**") shall cease to be in full force and effect, (ii) any Guarantor, if a natural person shall die or become legally incompetent, unless a replacement guarantor acceptable in Mortgagee's sole and absolute discretion is substituted; (iii) any Guarantor, if a legal entity, shall be dissolved or shall otherwise cease to exist under the laws of the state of its organization, (iv) any Guarantor shall deny or disaffirm such Guarantor's obligations under the Guaranty executed thereby, or (v) any Guarantor shall breach any representation, warranty or covenant, or shall default in the performance of any obligation, contained in the Guaranty executed thereby and such breach or default shall continue beyond the expiration of any applicable grace or cure period provided therein.

21. REMEDIES. Upon the occurrence of (i) any Event of Default described in the preceding Paragraph, or (ii) any other act or omission of Mortgagor that constitutes an Event of Default under any other provision of this Mortgage or any of the Other Loan Documents, then and in any such event Mortgagee may exercise any one or more of the following rights and remedies, in addition to all other rights and remedies otherwise available at law or in equity:

(a) Other Loan Documents. To exercise any right or remedy provided by the Other Loan Documents.

(b) Acceleration. To declare the entire unpaid amount of the Indebtedness immediately due and payable, whereupon such Indebtedness shall bear interest at the highest rate permitted under applicable law until paid.

(c) Foreclosure. To foreclose the lien of this Mortgage, or obtain possession of the Mortgaged Property, or both, by any lawful procedure.

(d) Code Rights. To exercise any right or remedy available to Mortgagee as a secured party under the Florida Uniform Commercial Code, as it from time to time is in force and effect, with respect to any portion of the Mortgaged Property, then constituting property subject to the provisions of such Code; or Mortgagee, at its option, may elect to treat the Mortgaged Property or any combination, as real property, or an interest therein, for remedial purposes.

(e) Receiver. To apply to any court of competent jurisdiction (including application on ex parte motion, if deemed necessary or desirable by Mortgagee) for the appointment of a receiver to take charge of, manage, preserve, protect, complete construction of, and operate the Mortgaged Property and all other property that is the subject of or encumbered by the Security Instruments and any other property described in the Other Loan Documents (collectively with the Mortgaged Property, hereinafter referred to as the “**Receivership Property**”), and any business or businesses situated thereon, or any combination; to collect the Rents; to make all necessary and needed repairs; to pay all taxes, assessments, insurance premiums, and all other costs incurred in connection with the Receivership Property; and, after payment of the expenses of the receivership, including reasonable attorney’s fees, and after compensation to the receiver for management and completion of the Receivership Property, to apply all net proceeds derived therefrom in reduction of the Indebtedness or in such other manner as the Court shall direct. The appointment of such receiver shall be a matter of strict right to Mortgagee, regardless of the adequacy of the security or of the solvency of any party obligated for payment of the Indebtedness. All expenses, fees, and compensation incurred pursuant to any such receivership shall be secured by the lien of this Mortgage until paid. The receiver, personally or through agents, may exclude Mortgagor wholly from the Receivership Property and have, hold, use, operate, manage, and control the Receivership Property, and may in the name of Mortgagor exercise all of Mortgagor’s rights and powers to protect, maintain, construct, operate, restore, insure, and keep insured the Receivership Property in such manner as such receiver deems appropriate.

(f) Other Security. To proceed to realize upon any and all other security for the Indebtedness in such order as Mortgagee may elect; and no such action, suit, proceeding, judgment, levy, execution, or other process will constitute an election of remedies by Mortgagee, or will in any manner alter, diminish, or impair the lien and security interest created by this Mortgage, unless and until the Indebtedness is paid in full.

(g) Advances. To advance such monies, and take such other action, as is authorized by Paragraphs 7 and 8 above.

22. WAIVER OF CERTAIN RIGHTS. To the extent permitted by law, Mortgagor agrees that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of, any applicable present or future stay, extension or moratorium law that may affect Mortgagor’s performance of the provisions of this Mortgage, or the Other Loan Documents, or both, or any of Mortgagee’s rights or remedies. Mortgagor will not claim, take or insist upon any benefit or advantage of any present or future law providing for the valuation or appraisal of the Mortgaged Property, or any portion, prior to any sale or sales that may be made under or by virtue of this Mortgage. To the extent that Mortgagor lawfully may, Mortgagor

expressly waives all benefit or advantage of any such law or laws, and agrees not to hinder, delay or impede the exercise of any right or remedy permitted to be exercised by Mortgagee, but instead to suffer and permit the exercise of every such right or remedy as though no such law or laws were in effect. Mortgagor, for itself and all who may claim under it, waives to the extent that it lawfully may all rights to have the Mortgaged Property, and any other security for the Indebtedness, marshaled upon any foreclosure or otherwise.

23. OTHER RIGHTS. No right or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive of any other right or remedy; and each and every right and remedy is cumulative and in addition to any other right or remedy otherwise available. Every right, power, privilege, and remedy granted to Mortgagee by this Mortgage or the Other Loan Documents, or both, or otherwise available at law or in equity, may be exercised by Mortgagee from time to time as often as Mortgagee deems expedient until the Indebtedness is paid in full. Mortgagee's failure to insist at any time upon the strict observance or performance by Mortgagor of any of the provisions of this Mortgage, or to exercise any right or remedy for which provision is made in this Mortgage, will not impair any such right or remedy, nor be construed as a waiver or relinquishment thereof in the future, unless otherwise agreed by Mortgagee in writing. Receipt by Mortgagee of any payment required to be made pursuant to this Mortgage, or the Other Loan Documents, or both, with knowledge of the breach of any provision of this Mortgage, or of the Other Loan Documents, or both, will not constitute a waiver of such breach, unless agreed otherwise by Mortgagee in writing. In addition to all other remedies provided in this Mortgage, Mortgagee will be entitled, to the extent permitted by applicable law, to injunctive relief in the case of a violation, or attempted or threatened violation, of any of the provisions of this Mortgage, or the Other Loan Documents, or both, or to a decree coercing performance of any of the provisions of any of the foregoing.

24. RELEASES BY MORTGAGEE. Mortgagee from time to time, without notice to any person and without affecting the liability of Mortgagor or of any other person (other than any person expressly released by Mortgagee in writing) for the payment of any of the Indebtedness and without affecting the priority or extent of the lien and security interest of this Mortgage (except as to property specifically released by Mortgagee in writing), may do any or all of the following: (i) release in whole or in part, any person liable for payment of any or all of the Indebtedness; (ii) extend the time or otherwise alter the terms of payment of the Indebtedness, in whole or in part; (iii) accept additional or substitute security of any kind; (iv) consent to the creation of any easement in, on, or over the Real Property or any covenant restricting the use or occupancy of the Real Property; or (v) release or otherwise deal with any property, real or personal, securing the Indebtedness.

25. NOTICES. Any notice, request, demand, consent, approval or other communication provided or permitted hereunder shall be in writing and be sent by United States first class mail or registered mail return receipt requested, postage prepaid, or by prepaid guaranteed overnight courier, or by facsimile transmission with a copy sent by United States mail or overnight courier as herein provided, and in any case addressed to the party for whom it is intended at the following addresses:

IF TO MORTGAGOR: BW University and 10th, LLC
 3708 West Swann Avenue, Suite 200
 Tampa, Florida 33609

With a copy to: Thomas M. Little, Esq.
Foley & Lardner LLP
100 North Tampa Street, Suite 2700
Tampa, Florida 33602

IF TO MORTGAGEE: Valley National Bank
4790 140th Avenue N.
Clearwater, Florida 33762

With a copy to: Jonathan P. Jennewein, Esq.
Hill Ward Henderson
101 E. Kennedy Boulevard, Suite 3700
Tampa, Florida 33602

provided, however, that any party may change its address for purposes of receipt of any such communication by giving at least ten (10) days' written notice of such change to the other parties in the manner above prescribed. Any notice given in accordance with the above provisions shall be deemed received and effective on the date of delivery by prepaid guaranteed overnight delivery service or courier, the date of telecopy transmission (provided a hard copy is placed in the United States Mail, postage prepaid, on the same date), or the third business day after the date on which it is placed in the United States Mail, postage prepaid.

26. ESTOPPEL LETTERS. As and when from time to time requested by Mortgagee, Mortgagor will execute and deliver, or cause to be executed and delivered, to or at the direction of Mortgagee such estoppel letters, certifying such matters relating to this Mortgage or the Other Loan Documents, or both, as Mortgagee may require. Upon prior written request by Mortgagor, Mortgagee from time to time will execute and deliver to or at the direction of Mortgagor an estoppel letter, certifying such matters relating to this Mortgage as Mortgagor reasonably may request.

27. NO TRANSFER. It is understood and agreed by Mortgagor that as part of the inducement to Mortgagee to make the loan evidenced by the Note, Mortgagee has considered and relied on the creditworthiness and reliability of Mortgagor. Mortgagor covenants and agrees not to sell, convey, transfer, lease or further encumber any interest in all or any part of the Mortgaged Property, or if Mortgagor is not a natural person, any right, title, ownership or interest in Mortgagor, without the prior written consent of Mortgagee, and any such sale, conveyance, transfer, lease or encumbrance made without Mortgagee's prior written consent shall be void and shall constitute an Event of Default hereunder. If any person should obtain an interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and an Event of Default hereunder.

28. FUTURE ADVANCES. Any additional sum or sums advanced by the then holder of the Note to the then owner of the Mortgaged Property at any time within twenty (20) years from the date of this Mortgage, with interest thereon at the rate agreed upon at the time of each additional loan or advance, will constitute a portion of, be equally secured with, and have the same priority as the Indebtedness secured hereby and will be subject to all of the terms and provisions of this Mortgage, whether or not such additional loan or advance is evidenced by a promissory Note of Mortgagor and

whether or not identified by a recital that it is secured by this Mortgage; provided, however, that the aggregate amount of principal indebtedness outstanding at any one time and secured by this Mortgage shall not exceed an amount equal to five (5) times the original principal face amount of the Note. The provisions of this Paragraph shall apply regardless of whether any such advance is characterized as obligatory or discretionary, but nothing contained in this Paragraph obligates Mortgagee to make any additional loans or advances.

29. GENERAL. The provisions of this Mortgage inure to the benefit of Mortgagee, its successors and assigns, and bind all persons executing this Mortgage as Mortgagor, their respective heirs, successors, and assigns, jointly and severally, and all persons now or hereafter having or claiming any right, title, and interest in and to any of the property, real, personal, or mixed, tangible or intangible, now or hereafter existing, from time to time encumbered by this Mortgage. Notwithstanding the foregoing, the term “Mortgagor” means only those persons who from time to time have or claim any right, title, and interest in and to all or any portion of property from time to time encumbered by this Mortgage. The provisions of this Mortgage are to be interpreted, construed, applied, and enforced in accordance with the laws of the State of Florida, regardless of where this Mortgage is executed, delivered, or breached, or where any payment or other performance required by this Mortgage is made, where any action or other proceeding involving this Mortgage is instituted or pending, or whether the laws of the State of Florida otherwise would apply the laws of another jurisdiction; and the foregoing choice of law provisions apply to the Other Loan Documents. The provisions of this Mortgage, and of the Other Loan Documents, are severable at Mortgagee’s option, so that if any provision is declared by a Court of competent jurisdiction to be invalid or unenforceable, no other provision will be affected by such invalidity or unenforceability, but will remain in force and effect according to its original terms, if Mortgagee so elects. Wherever used in this Mortgage, or the Other Loan Documents, or both, and unless expressly provided otherwise: (i) use of the singular includes the plural, and vice versa; (ii) use of one gender includes all genders; (iii) use of the terms “include” or “including” is always without limitation; (iv) use of the words “should,” “must,” and “will” has the same legal effect as the use of the word “shall”; (v) the term “days” means consecutive calendar days except that, if the expiration of any time period measured in days occurs on a Saturday, Sunday, or legal holiday, such expiration automatically will be extended to the next day that is not a Saturday, Sunday, or legal holiday; and (vi) “person” means any natural person or artificial entity having legal capacity. Paragraph headings and subheadings are for indexing purposes only and are not to be used to interpret, construe, apply, or enforce the provisions of this Mortgage. Mortgagor and Mortgagee intend the provisions of this Mortgage and the Other Loan Documents to be interpreted, construed, applied, and enforced so as to avoid inconsistencies or conflicting results. This Mortgage may be amended only by written instrument, executed by Mortgagor and Mortgagee with the same formalities as this Mortgage.

30. SATISFACTION. The liens and security interests provided by this Mortgage and the Other Loan Documents will continue unimpaired and in full force and effect unless and until the Indebtedness is paid in full and all obligations and requirements have been fully satisfied, whereupon such liens and security interests will be without further force or effect.

31. SWAP DOCUMENTS. Mortgagor covenants and agrees that, should Mortgagor either now or at any time in the future enter into any ISDA Master Agreements, swap documents, related agreements, documents and the like together with all related schedules and confirmations (collectively referred to as the “**Swap Documents**”), then Mortgagor shall maintain the same in full

force and effect, and shall promptly pay and perform all of the covenants and obligations under the Swap Documents. The payment of the Note, and the payment and performance of Mortgagor's obligations under the Swap Documents, are hereby secured by this Mortgage and all Swap Documents are hereby deemed to be included within the definition of Other Loan Documents.

32. JURY TRIAL WAIVER. NEITHER MORTGAGOR NOR MORTGAGEE, NOR ANY SUCCESSOR TO OR ASSIGNEE OF EITHER OF THEM, SHALL SEEK (AND EACH OF THEM HEREBY IRREVOCABLY WAIVES ITS RIGHT TO SEEK) A JURY TRIAL IN ANY LAWSUIT, COUNTERCLAIM OR OTHER LITIGATION PROCEEDING BASED UPON OR ARISING OUT OF THIS MORTGAGE, ANY OF THE OTHER LOAN DOCUMENTS, ANY RELATED INSTRUMENT OR AGREEMENT, ANY COLLATERAL FOR THE PAYMENT OF THE INDEBTEDNESS, OR ANY DEALINGS OR RELATIONSHIPS BETWEEN OR AMONG ANY SUCH PERSONS OR ENTITIES. NEITHER MORTGAGOR NOR MORTGAGEE, NOR ANY SUCH OTHER PERSON OR ENTITY, SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH WILL BE SUBJECT TO NO EXCEPTIONS. MORTGAGOR ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES; THAT NO PARTY HAS REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL CIRCUMSTANCES; THAT MORTGAGOR WAS REPRESENTED BY LEGAL COUNSEL IN THE NEGOTIATION OF THIS PARAGRAPH; AND THAT MORTGAGOR BARGAINED AT ARM'S LENGTH, IN GOOD FAITH, AND WITHOUT COERCION OR DURESS.

(Signature Lines Begin on Following Page)

[SIGNATURE PAGE TO MORTGAGE, SECURITY AGREEMENT
AND FIXTURE FILING]

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed and delivered as of the Effective Date.

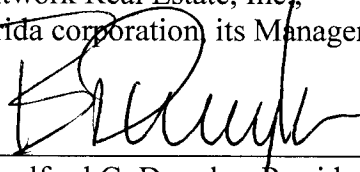
WITNESSES:

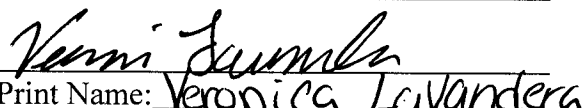
BW UNIVERSITY AND 10TH, LLC,
a Florida limited liability company

By: Brightwork Real Estate, Inc.,
a Florida corporation, its Manager



Print Name: Jonathan R. Jennewein

By: 
Bradford G. Douglas, President



Print Name: Veronica Lavandera

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 14th day of August, 2018, by Bradford G. Douglas, as President of Brightwork Real Estate, Inc., a Florida corporation, the Manager of BW UNIVERSITY AND 10TH, LLC, a Florida limited liability company, on behalf of the corporation and the limited liability company. He is personally known to me or has produced a valid driver's license as identification.


Notary Public

Veronica Lavandera
(Print, Type or Stamp Name)

My Commission Expires:



EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

Lots 4 and 5, LESS the North 90.09 feet of the West 39 feet and LESS the North 100 feet of the East 111 feet of the West 150 feet, G. B. Crawford, according to the map or plat thereof recorded in Plat Book A, Page 11, Public Records of Alachua County, Florida.

AND

The West 50 feet of the North 100 feet of Lot 4 and the North 100 feet of Lot 5, LESS the West 39 feet of the South 9.91 feet, G. B. Crawford, according to the map or plat thereof recorded in Plat Book A, Page 11, Public Records of Alachua County, Florida.

TOGETHER WITH that certain portion of a vacated 8 foot wide alley abutting and lying between Lot 4 and the centerline of the vacated 8 foot alley, according to the plat of G. B. Crawford Addition, as recorded in Plat Book A, Page 11, of the Public Records of Alachua County, Florida.

LESS AND EXCEPT road right of way of SE 10th Street; SE 1st Avenue and East University Avenue a/k/a State Road No. 26.

AND

Parcel 2:

Lots 2 and 3, G.B. Crawford, according to the map or plat thereof as recorded in Plat Book A, Page 11, Public Records of Alachua County, Florida.

TOGETHER WITH that certain portion of a vacated 8 foot wide alley abutting and lying between Lot 3 and the centerline of the vacated 8 foot alley, according to the plat of G. B. Crawford Addition, as recorded in Plat Book A, Page 11, of the Public Records of Alachua County, Florida.

LESS AND EXCEPT road right of way of SE 10th Street; SE 1st Avenue and East University Avenue a/k/a State Road No. 26

Also known as:

LOTS 2, 3, 4, 5, & THAT CERTAIN 8 FOOT WIDE ALLEY LYING BETWEEN SAID LOTS 3 & 4 OF G.B. CRAWFORD ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 11 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; LESS & EXCEPT RIGHT OF WAY AS DESCRIBED BY ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 809, PAGE 671 OF SAID PUBLIC RECORDS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 2, G.B. CRAWFORD ADDITION, SAID CORNER SITUATED ON THE NORTH RIGHT OF WAY LINE OF SOUTHEAST 1ST AVENUE (34 FOOT WIDE RIGHT OF WAY); THENCE SOUTH $89^{\circ} 50' 17''$ WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 177.93 FEET TO THE SOUTHEAST CORNER OF AFOREMENTIONED LOT 4; THENCE SOUTH $89^{\circ} 53' 07''$ WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 171.97 FEET TO THE SOUTHWEST CORNER OF AFOREMENTIONED LOT 5, LYING ON THE EAST RIGHT OF WAY LINE OF SOUTHEAST 10TH STREET (27 FOOT WIDE RIGHT OF WAY); THENCE NORTH $00^{\circ} 34' 37''$ EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 212.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 5, LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 26 (RIGHT OF WAY WIDTH VARIES; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID SOUTHERLY RIGHT OF WAY LINE; (1) THENCE NORTH $89^{\circ} 30' 27''$ EAST, 87.59 FEET; (2) THENCE SOUTH $85^{\circ} 35' 11''$ EAST, A DISTANCE OF 200.02 FEET; (3) THENCE NORTH $89^{\circ} 40' 44''$ EAST, A DISTANCE OF 62.63 FEET TO AN INTERSECTION WITH THE EAST LINE OF AFOREMENTIONED LOT 2, G.B. CRAWFORD ADDITION; THENCE SOUTH $0^{\circ} 32' 52''$ WEST, ALONG SAID EAST LINE, A DISTANCE OF 196.86 FEET TO THE POINT OF BEGINNING.

Attachment F



September 21, 2018

c/o Ms. Wendy Thomas, Director
Department of Doing, Planning Division
City of Gainesville
P.O. Box 490, Station 11
Gainesville, FL 32602-0490

Re: Brad Douglas, Brightwork Real Estate

Dear Ms. Thomas,

I have been in banking and know the principals of Brightwork Real Estate and the members of this LLC / applicant for over 15 years. I can attest to their availability of funds necessary to the completion of this project. They have and continue to maintain substantial deposits in our Bank (money markets, CD's and checking) with balances in excess of seven figures, as well as having access to amounts in excess of seven figures of unsecured Lines of Credit available for completions of such developments.

Please feel free to call with any additional questions or references you might need.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joseph E. Taggart', with a stylized flourish.

Joseph E. Taggart
|SVP, CRE Lending Manager
Valley National Bank®
107 South Franklin Street, Suite 200
Tampa, Florida 33602
(813) 418-4047 Office
(813) 765-4923 Cell
(813) 222-0900 Fax

Attachment G

SITE ASSESSMENT REPORT / REMEDIAL ACTION PLAN

FORMER SWIFTY MART # 634

1007 EAST UNIVERSITY AVENUE

GAINESVILLE, ALACHUA COUNTY, FLORIDA 32605

FDEP Facility No. 01/8500083

Prepared for:

The Goldstein Environmental Law Firm, P.A.

2100 Ponce de Leon Boulevard, Suite 710

Coral Gables, FL 33134

Prepared by:

Terracon Consultants, Inc.

Tampa, Florida

Terracon Project No. H4187285

terracon.com

Terracon

Environmental



Facilities



Geotechnical



Materials



September 13, 2018

Michael R. Goldstein, Esq.
The Goldstein Environmental Law Firm, P.A.
2100 Ponce de Leon Boulevard, Suite 710
Coral Gables, FL 33134

Telephone: 305.777.1682
Cell Phone: 305.962.7669
E-mail: mgoldstein@goldsteinenvlaw.com

Re: Site Assessment Report and Remedial Action Plan
Former Swifty Mart #634
1007 East University Avenue
Gainesville, Alachua County, Florida 32605
FDEP Facility No. 01/8500083
Terracon Project No: H4187285

Mr. Goldstein,

Terracon Consultants, Inc (Terracon) is pleased to present this Site Assessment / Remedial Action Plan (SAR/RAP) for the above-referenced property located in Gainesville, Alachua County, Florida.

We appreciate the opportunity to perform these services. Please contact the undersigned at (813) 221-0050 if you have questions regarding the information provided in the report.

Sincerely,
Terracon Consultants, Inc.

Donna Cline, P.E.
Senior Remediation Engineer
Florida Registration No.55500

Rama Ruffala, PMP
Senior Project Manager
John Malkowski, P.E.
Senior Remediation Engineer

Terracon Consultants Inc., 5463 West Waters Avenue, Suite 830 Tampa, Florida 33634

P [813] 221-0050 F [813] 221-0051 terracon.com



TABLE OF CONTENTS

	Page No.
1.0 INTRODUCTION.....	1
2.0 SITE HISTORY	1
2.1 Site Description, Ownership and Land- Use	1
2.2 Petroleum Storage Systems and Discharges	2
3.0 SUMMARY OF PREVIOUS ASSESSMENT ACTIVITIES.....	3
3.1 Historical Soil Assessment	3
3.2 historical Groundwater Assessment.....	4
3.3 Geophysical Survey and Suspect Underground Storage Tanks	5
4.0 ENVIRONMENTAL SETTING	6
4.1 Topography, Soil Characteristics, and Geology/Hydrogeology	6
4.2 Well Survey	6
5.0 SITE ASSESSMENT ACTIVITIES	6
5.1 Soil Assessment.....	7
5.2 Groundwater Assessment.....	8
5.3 Contaminant Mass Estimate	13
6 SITE ASSESSMENT SUMMARY	13
7 REMEDIAL DESIGN.....	14
7.1 Remedial Design Summary.....	14
7.2 Pre-Remediation Activities	15
7.3 PHASE I: Soil Excavation Activities.....	17
7.4 PHASE II: In-Situ Soil BLENDING of Chemical Oxidation Amendment.....	19
7.5 Remedial Action Completion Report	20
8 IN-SITU CHEMICAL OXIDIZER	20
8.1 Klozur Soil Oxidant Demand Bench Test Results	20
8.2 In-Situ Chemical Oxidizer Backfill Amendment, Klozur@CR	21
8.3 In-Situ Chemical Oxidizer Soil BLENDING, Klozur@SP	21
8.4 Health and Safety.....	22
9 POST REMEDIATION GROUNDWATER MONITORING.....	22
9.1 Replacement Well Installation.....	22
9.2 Post Active Remediation Monitoring.....	22
10 PROJECT SCHEDULE.....	23
11 CLOSING REMARKS.....	23

LIST OF APPENDICES

Appendix A:

- Exhibit 1: Topographic Vicinity Map
- Exhibit 2: Site Diagram
- Exhibit 3: Monitoring Well Locations
- Exhibit 4: Soil Boring Locations
- Exhibit 5: Groundwater Elevation Contour Map (7/23/2018)
- Exhibit 5A: Groundwater Elevation Contour Map (8/16/2018)
- Exhibit 6: Groundwater Analytical Results - VOC's
- Exhibit 6A: Groundwater Isoconcentration Contour VOC's
- Exhibit 7: Groundwater Analytical Results-PAHs
- Exhibit 7A: Groundwater Isoconcentration Contour -PAHs
- Exhibit 8: Groundwater Analytical Results TMB and Cumene
- Exhibit 8A: Groundwater Isoconcentration Contour Results TMB and Cumene
- Exhibit 9: Proposed Remedial Action

Appendix B:

- Table 1: Groundwater Elevation Summary
- Table 2: Soil Analytical Summary – VOAs and TRPH
- Table 3: Soil Analytical Summary - PAHs
- Table 4: Groundwater Monitoring Well Analytical Summary – VOCs, TRPH and Lead
- Table 5: Groundwater Monitoring Well Analytical Summary – PAHs

Appendix C: Historical Site Assessment Reports

Appendix D: Geophysical Report

Appendix E: Potable Well Survey

Appendix F: Field Logs (Boring Logs, Groundwater Sampling Logs, Equipment Calibration Logs, and Well Construction and Development Logs)

Appendix G: Laboratory Analytical Reports and Chain-of-Custody Records

Appendix H: Contaminant Mass Calculations

Appendix I: Remedial Design Calculations

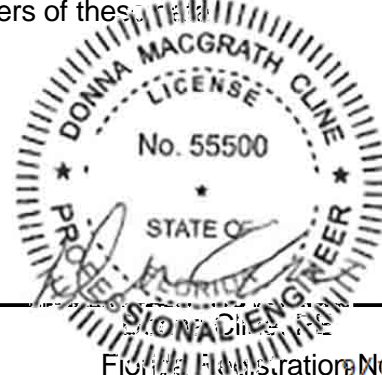
Appendix J: Groundwater Treatment Design

Appendix K: Peroxychem Chemical Amendment

Appendix L: Gantt Chart

Professional Engineer Certification Statement

In accordance with the provisions of Chapter 62-780 of the Florida Administrative Code (F.A.C.), Terracon has prepared this Site Assessment Report and Remedial Action Plan for the Former Swifty Mart #634 (FDEP Facility No 01/8500083) located in Gainesville, Alachua County, Florida under the direct supervision of a Professional Engineer registered in the State of Florida. The work performed has been determined to be in accordance with good professional engineering practices pursuant to Chapter 471, Florida Statutes and Chapter 62-780, F.A.C. as it applies to the work described herein. The data, findings, recommendations, specifications or professional opinions were prepared solely for the use of The Goldstein Environmental Law Firm, P.A. and the Florida Department of Environmental Protection. No other warranty is either expressed or implied, and Terracon is not responsible for the interpretation by others of these results.



Date

Florida Registration No. 55500

Terracon Consulting, Inc.
5463 W. Waters Ave., Suite 830
Tampa, Florida 33634

**SITE ASSESSMENT REPORT / REMEDIAL ACTION PLAN
FORMER SWIFTY MART #634
1007 EAST UNIVERSITY AVENUE
GAINESVILLE, ALACHUA COUNTY, FLORIDA 32605**

**Terracon Project No. H4187285
FDEP Facility No. 01/8500083
September 13, 2018**

1.0 INTRODUCTION

Terracon Consultants, Inc. (Terracon), on behalf of The Goldstein Environmental Law Firm, P.A., has prepared this combined Site Assessment Report and Remedial Action Plan (SAR/RAP) of the Former Swifty Mart #634, located at 1007 East University Avenue, located in Gainesville, Florida. The SAR/RAP is being performed as a voluntary cleanup under a Brownfield Site Rehabilitation Agreement.

The remedial objective is to obtain a Risk Management Option II (RMO II) conditional closure on-site, and to obtain petroleum contaminant concentrations below the Florida Groundwater Cleanup Target Levels (GCTLs) off-site.

This SAR/RAP, was prepared in accordance with Chapter 62-780, Florida Administrative Code (F.A.C.), and provides an overview of the site history and petroleum storage, a summary of past site investigations, site assessment activities, sampling results, conclusions and recommendations, and provides a proposed course of remedial action.

2.0 SITE HISTORY

2.1 SITE DESCRIPTION, OWNERSHIP AND LAND- USE

The Site is comprised of two parcels measuring a total of approximately 0.9 acres. The Site is located in the southeast corner of the intersection of East University Avenue and SE 10th Street. A U.S. Geological Survey (USGS) topographic map depicting the location of the site is provided as **Exhibit 1** in **Appendix A**.

Site Name	Former Swifty Mart #634
Site Location/Address	1007 East University Avenue, Gainesville, Alachua County, Florida
Site Improvements	Paved parking, Swifty Mart fuel dispenser canopy and residential building

According to the Alachua County Property Appraiser (ACPA), the Site is identified by Parcel Numbers 12007-001-000 and 12007-000-000. The two parcels are currently owned by E.W. Burch, Jr. (**Exhibit 2, Appendix A**). The north parcel 12007-001-000 is currently vacant with a

SAR / RAP
 Former Swifty Mart #634 ■ Gainesville, Florida
 September 13, 2018 ■ Terracon Project No. H4187285

canopy and building slab associated with the former Swifty Mart #634 retail gasoline station, which operated as a retail gasoline station from the mid-1960s to approximately 2001, at which time the former underground storage tanks (USTs) were removed. In 2006, the former gasoline station building was demolished. Prior to 1960, the north parcel was previously developed with a dwelling from at least 1913 to 1956. The south parcel 12007-000-000 has been developed with a residential building since at least 1919.

The surrounding land use was noted to be commercial. Properties adjoining the Site are listed below:

Direction	Description
North	McDonald's Restaurant (beyond East University Avenue)
South	Peter Alcorn (beyond south of SE 1 st Avenue)
East	ABC Fine Wine & Spirits (beyond right-of-way)
West	Coca- Cola Beverages, LLC (west of SE 10 TH Street)

2.2 PETROLEUM STORAGE SYSTEMS AND DISCHARGES

Swifty Mart #634 (Site) (Facility ID 01/8500083):

According to information presented in the Florida Department of Environmental Protection (FDEP) Storage Tank and Petroleum Contamination/Cleanup Monitoring (STCM/PCT) database, the Site formerly maintained two 4,000-gallon USTs containing leaded gasoline and two 4,000-gallon USTs containing unleaded gasoline from at least 1971 to 1988. Subsequent to detection of free product in one of the monitoring wells adjoining the UST area, the USTs were reported to be removed on February 24, 1988, and replaced with four 4,000-gallon unleaded gasoline USTs. Free product was reported to be encountered at the bottom of the excavated UST pit during tank replacement. Approximately 30 tons of petroleum impacted soil was removed and disposed at an off-site thermal treatment facility.

A Discharge Reporting Form (DRF) was submitted to the FDEP on December 8, 1987, in response to detection of free product in the northeast monitoring well adjoining the UST area. The reported discharge was determined eligible for cleanup under the state-funded Early Detection Incentive (EDI) program.

On June 23, 1997, an accidental overfill during fuel delivery by Florida Rock Tank Lines was reported at the former Dixie 912 facility (a/k/a Swifty Mart #634). Review of the *Initial Remedial Action Report* indicates that approximately 75 gallons of gasoline was spilled and approximately 25 gallons of free product was recovered using sorbent pads by SWS Environmental. Subsequently, 17.59 tons (12.56 cubic yards) of impacted soil from the S.E 10th Street right-of-way was excavated and disposed to a thermal treatment facility. In February 1999, Geosolutions conducted further assessment in the spill area. Based on the assessment, approximately 10 drums (2.6 cubic yards) of petroleum-impacted soil was removed to a total

depth of 6 feet below ground surface from the area adjacent to the overfill prevention device on the west portion of the USTs.

On February 15, 2017, the FDEP sent the owner a *Notice of Funding Availability for Assessment* stating that funds were available for assessment at the property. On February 28, 2017, the attorney for the current property owner responded to the FDEP requesting a 90-day extension to assess the property due to the pending sale of the property.

3.0 SUMMARY OF PREVIOUS ASSESSMENT ACTIVITIES

3.1 HISTORICAL SOIL ASSESSMENT

PM Environmental, Inc. (PME) conducted limited site assessment activities in December 2012 at the facility. A total of seven soil borings were advanced to a depth of 12 feet below ground surface (ft bgs) using Direct Push Technology (DPT). Five of the soil borings (SB-1 through SB-5) were advanced in the area of the former USTs on the west portion of the facility and two of the soil borings (SB-6 and SB-7) were advanced in the former dispenser area located on the north portion of the facility. Confirmatory soil samples were collected from the UST area at depth intervals 2-3 ft bgs, 5-6 ft bgs, and 7-8 ft bgs. Confirmatory soil samples were collected from the dispenser area at a depth of 2-4 ft bgs. Confirmatory soil samples were analyzed for volatile organic compounds (VOCs) by EPA Method 8260, polynuclear aromatic hydrocarbons (PAHs) by EPA Method 8270, and total recoverable petroleum hydrocarbons (TRPH) by the FL-PRO method. Except for soil borings SB-1 and SB-3, none of the analyzed parameters were reported to exceed Chapter 62-777, FAC, soil cleanup target levels (SCTLs). Benzo(a)pyrene was reported above Florida's SCTL-Residential in the soil samples collected from soil borings SB-1 (6-7 ft bgs) and SB-3 (5-6 ft bgs).

In April 2013, PME conducted supplemental site assessment activities at the facility. A total of six soil borings (SB/TMW-6 to 11) were advanced to a depth of 15 ft bgs using DPT. Two soil borings (SB/TMW-7 and SB/TMW-8) were advanced further south, one soil boring (SB/TMW-6) further west, one soil boring (SB/TMW-11) further east, and two soil borings (SB/TMW-9, SB/TMW-10) further north of the former UST area. Confirmatory soil samples were collected from soil borings SB-6, SB-8 and SB-10 for laboratory analysis of VOCs by EPA Method 8260, PAHs by EPA Method 8270, and TRPH by the FL-PRO method. None of the parameters analyzed were reported to exceed their respective SCTLs.

In March 2017, Native Geoscience conducted Phase II environmental site assessment activities at the Site. A total of five soil borings (S-1, S-2, S-3, S-4, and S-5) were advanced to a depth of 8-9 ft bgs using a hand auger. Soil borings S-1, and S-2 were advanced in the north parcel, S-3 was advanced on the south parcel, and S-4 and S-5 were advanced east of the Site. Confirmatory soil samples were collected from each of the soil borings (S-1 through S-5) for laboratory analysis of VOCs by EPA Method 8260, PAHs by EPA Method 8270, and TRPH by the FL-PRO method. None of the analyzed parameters were reported to exceed Florida's SCTLs.

Based on the above soil assessment data, it appears that soil impacts in the vadose zone were historically limited to the former UST area.

3.2 HISTORICAL GROUNDWATER ASSESSMENT

PME conducted limited site assessment activities in December 2012. A total of five 1-inch-diameter temporary monitoring wells (TMW-1 through TMW-5) with a 0.010-inch slotted, schedule 40 polyvinyl chloride (PVC) screen were reported to be installed to a depth of 15 ft bgs using DPT. Temporary monitoring wells (SB/TMW-1 through SB/TMW-5) were installed in the former UST area. Groundwater samples were reported to be analyzed for VOCs by EPA Method 8260, PAHs by EPA Method 8270, and TRPH by the FL-PRO method. The following parameters exceeded Chapter 62-777, FAC, groundwater cleanup target levels (GCTLs) and/or natural attenuation default concentrations (NADCs) in the temporary monitoring wells located in the vicinity of the former USTs:

- Benzene: TMW-4
- Toluene: TMW-1 and TMW-4
- Ethylbenzene, total xylenes, isopropylbenzene, 1,2,4 trimethylbenzene, 1,3,5-trimethylbenzene, naphthalene, 1-methylnaphthalene, 2-methylnaphthalene: TMW-1 through TMW-5
- TRPH: TMW-1 through TMW-4

In order to delineate the petroleum hydrocarbon impacts, a supplemental site assessment was conducted by PME in April 2013, which included the installation of six 1-inch-diameter temporary monitoring wells (TMW-6 through TMW-11) to a depth of 15 ft bgs with a 0.010-inch slotted, schedule 40 PVC screen using DPT. Temporary monitoring wells were advanced further west (TMW-6), further southeast (TMW-7), further south (TMW-8), further north (TMW-9, and TMW-10) and further east (TMW-11) of the former UST area. Groundwater samples from temporary monitoring wells TMW-6 through TMW-11 were analyzed for VOCs by EPA Method 8260, PAHs by EPA Method 8270, and TRPH by the FL-PRO method. Except for the temporary monitoring wells TMW-6, TMW-7 and TMW-8, none of the analyzed parameters exceeded Florida's GCTLs or NADC levels. The following parameters exceeded Florida's GCTLs and/or NADCs in the temporary monitoring wells located further west, further southeast and further south of the former UST area:

- Benzene: TMW-7
- Toluene, ethylbenzene, total xylenes, isopropylbenzene, 1,2,4 trimethylbenzene, 1,3,5-trimethylbenzene, naphthalene, 1-methylnaphthalene, 2-methylnaphthalene, and TRPH: TMW-7 and TMW-8
- Isopropylbenzene: TMW-6

In January 2014, KCI Technologies conducted further delineation of groundwater impacts downgradient and south of the former UST area through installation of four 2-inch-diameter monitoring wells MW-A, MW-B, MW-C, and MW-D. Monitoring wells were installed to a depth of 15 ft bgs using hollow stem augers. Monitoring well MW-A was installed on the west portion of the north parcel and monitoring wells MW-B, MW-C and MW-D were installed on the south parcel.

Groundwater samples from monitoring wells MW-A, B, C and D were analyzed for VOCs by EPA Method 8260, PAHs by EPA Method 8270, and TRPH by the FL-PRO method. The following parameters exceeded Florida's GCTLs and/or NADCs in the monitoring wells:

- Benzene: MW-C
- Ethylbenzene, total xylenes, isopropylbenzene, 1,2,4 trimethylbenzene, 1,3,5-trimethylbenzene, naphthalene, 1-methylnaphthalene, and 2-methylnaphthalene: MW-A and MW-C
- Isopropylbenzene and naphthalene: MW-B

In March 2017, Native Geoscience conducted Phase II ESA at the Site and installed temporary monitoring wells TW-1 and TW-2 on the north parcel, TW-3 on the south parcel, and TW-4 and TW-5 east of the Site (ABC Fine Wine & Spirits). Temporary monitoring wells were constructed of 1-inch-diameter, 10-foot pre-packed screens with 1-foot riser pipes. Groundwater samples from temporary monitoring wells TW-1 through TW-5 were analyzed for VOCs by EPA Method 8260, PAHs by EPA Method 8270, TRPH by the FL-PRO method and total lead by EPA Method 6010C. Except for the temporary monitoring well TW-3, none of the analyzed parameters were reported to exceed Florida's GCTLs or NADCs. The following parameters exceeded the GCTLs and/or NADCs in temporary monitoring well TW-3:

- Benzene, ethylbenzene, total xylenes, isopropylbenzene, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, naphthalene, 1-methylnaphthalene, and 2-methylnaphthalene: TMW-3.

Based on the review of previous limited site assessment results, Terracon is of opinion that groundwater impacts associated with the reported discharge at the Former Swifty Mart #634 have contributed to an extended petroleum hydrocarbon plume downgradient (south-southeast) of the former USTs, which warrants horizontal delineation further south-southeast. The petroleum hydrocarbon plume associated with the reported discharge also extends less-extensively west of the former UST area. Vertical delineation of petroleum hydrocarbon plume is warranted because petroleum hydrocarbon contaminants exceed Florida's GCTLs in the source monitoring wells.

Copies of the historical limited Site Assessment Reports are included as **Appendix C**, which has been prepared as a separate submittal.

3.3 GEOPHYSICAL SURVEY AND SUSPECT UNDERGROUND STORAGE TANKS

In March 2017, a geophysical investigation was conducted by GeoView, Inc. (GeoView) using time domain electromagnetics (TDEM), electronic utility locators and ground penetrating radar (GPR). The geophysical investigation identified two suspected USTs on the north parcel. One suspected UST (approximately 5 feet in width and 12 feet in length) is adjoining the northeast corner of the former UST area. The other suspected UST (approximately 2 feet in width and 8 feet in length) is located adjacent to the former building foundation east of the former USTs. The Geophysical Investigation Report (Proposed WaWa site, Gainesville) is included in **Appendix D**.

4.0 ENVIRONMENTAL SETTING

4.1 Topography, Soil Characteristics, and Geology/Hydrogeology

Physical Setting Information		Source
Topography (Refer to Appendix A, Exhibit 1 , for an excerpt of the Topographic Map)		
Site Elevation	Approximately 161 feet above mean sea level (MSL)	USGS Topographic Map, Gainesville East, FL Quadrangle, Dated 1994
Surface Runoff/ Topographic Gradient	The contour lines in the areas of the subject property indicate the area slopes gently toward the south.	
Soil Characteristics		
Soil Type	Urban Land and Millhopper-Urban Land Complex 0 to 5 percent slopes	Natural Resources Conservation Service (NRCS) Web Soil Survey http://websoilsurvey.nrcs.usda.gov
Description	This soil unit has slopes of 0 to 5 percent. Typical profile includes sand, loamy sand, and sandy clay loam. Depth to water table is approximately 42 to 72 inches.	
Geology/Hydrogeology		
Formation	Eocene age and younger limestone and dolomite	Schmidt, Walter, Florida Geological Survey, Open File Report 80, Text to Accompany the Geological Map of Florida, 2001
Description	It consists of Oldsmar limestone, the Lake City Limestone, the Avon Park Limestone, and the Ocala group. The Ocala group is comprised of the Inglis, Williston, Crystal River Formations. The geology of the Floridian aquifer includes the Ocala Group.	
Estimated Depth to First Occurrence of Groundwater	Measurements collected in July 2018 indicated that the on-site depth to water is approximately 3-5 feet bgs.	Proposed WaWa (Swifty Mart #634) Site Assessment Activities 1007 East University Avenue, Gainesville FL Terracon July 2018
*Hydrogeologic Gradient	The direction of shallow groundwater flow was inferred generally to the south-southeast	

4.2 WELL SURVEY

According to the Florida Department of Health Potable Well Survey Report dated December 30, 2011 (**Appendix E**), there are no public water supply wells within a ½-mile radius of the site. Also, there are no private potable water wells within a ¼-mile radius of the site.

5.0 SITE ASSESSMENT ACTIVITIES

Terracon conducted supplemental site assessment activities from July 18 through August 16, 2018, to evaluate for petroleum impacted soil and further evaluate the horizontal and vertical extent of petroleum impacted groundwater. The site assessment activities were performed beyond the southern property boundary.

Terracon completed field activities in accordance with the FDEP's guidance document Standard Operating Procedures for Field Activities, DEP-SOP-001/01. Field activities were conducted under modified safety level D by environmental staff with Occupational Safety and Health Administration (OSHA) 1910.120 training. Terracon requested locating of underground cables and conduits by Sunshine State One Call, a contract cable locating service, prior to implementing subsurface assessment activities. Prior to initiating field activities, the Health and Safety Plan (HASP) was reviewed and signed by field personnel and maintained onsite during completion of field activities.

5.1 SOIL ASSESSMENT

5.1.2 Soil Sampling Methodology

On July 18, 2018, Terracon advanced soil borings in the former UST area (MWT-1) and by the suspected UST (MWT-2) located west of the former building foundation. The soil borings were advanced using a hand auger, and by direct push technology (DPT) to the total depth (MWT-1 = 20 ft bgs, and MWT-2 = 14 ft bgs). Soil samples were collected from the soil borings for field screening and lithology classification. Soils were field screened at 1-foot intervals from surface to 4 ft bgs, and 2-foot intervals to the desired depth, using an organic vapor analyzer photo-ionization detector (OVA-PID). Soil lithology was recorded and described using the Unified Soil Classification System (USCS). Two confirmatory soil samples (MWT-1, 4', and MWT-2, 4') were collected from the vadose zone, at a depth of 4 ft bgs for laboratory analysis. The collected soil samples were placed on wet ice, and delivered to Pace Analytical, Inc., Ormond Beach, Florida, under chain-of-custody documentation for analysis of VOCs by EPA Method 8260, PAHs by EPA Method 8270, and TRPH by the FL-PRO method. Analytical results are further discussed in **Section 5.2**.

The general lithology at the Site consists of gray/brown/tan sand to a depth of 3-5 ft bgs, followed by light brown/orange clayey sand to sandy clay to a depth of 10-15 ft bgs. A layer of tan/gray sand was observed from 10-15 ft bgs to 22 ft bgs, followed by clayey sand to sandy clay to 29 feet. At 30 ft bgs a sandy clay with weathered limestone was observed (DMWT-1).

5.1.2 Soil Lithological Description and Analytical Results

Soil OVA and lithology: The highest OVA-PID reading in soil was 16.3 ppm (from MWT-10) in the vadose zone soils. Since no petroleum odors were noted, these slight OVA-PID readings may likely be attributed to tree roots. The general lithology at the Site consists of gray/brown/tan sand to a depth of 3-5 ft bgs, followed by light brown/orange clayey sand to sandy clay to a depth of 10-15 ft bgs. A layer of tan/gray sand was observed from 10-15 ft bgs to 22 ft bgs, followed by clayey sand to sandy clay to 29 feet. At 30 ft bgs a sandy clay with weathered limestone was observed (DMWT-1).

Soil Analytical Results: Terracon reviewed the laboratory analytical results for the soil samples collected immediately above the water table (4 ft bgs) at soil borings MWT-1 and MWT-2 on July 18, 2018. Concentrations of detected chemical constituents reported for soil were compared to

SCTLs established in Chapter 62-777 FAC. None of the analyzed parameters exceed Florida's respective SCTLs for leachability based on groundwater criteria, or residential direct exposure.

Benzo(a)pyrene total equivalents (0.30 mg/kg) in the sample collected at MWT-1, 4' exceeded Florida's SCTL residential direct exposure, but was below the 1.0 mg/kg alternative SCTL. An alternative SCTL for benzo(a)pyrene (BaP) and BaP equivalents was published in a University of Florida (UF) Memorandum addressed to the FDEP dated February 2017 and updated August 1, 2017. The alternative BaP levels were calculated based on an updated toxicity factor in the US Environmental Protection Agency's Integrated Risk Information System (EPA's IRIS) database and the inclusion of dermal pathways/exposures.

Soil analytical results are presented in **Tables 2** and **3, Appendix B**. The location of the soil borings, and the historical soil borings, are illustrated on **Exhibit 4, Appendix A**. Soil Laboratory analytical reports were included in **Appendix G**.

5.2 GROUNDWATER ASSESSMENT

To assess the extent of groundwater contamination migrating in a south-southeasterly direction from the former UST area, Terracon installed permanent monitoring wells for horizontal and vertical delineation.

5.2.1 Monitoring Well Installation

Six shallow monitoring wells (MWT-1, MWT-2, MWT-4, MWT-5, MWT-6 and MWT-7) were installed on-site and one shallow monitoring well (MWT-3) was installed in the SE 1st Avenue right-of-way (ROW) adjoining the south of the site using a track-mounted Geoprobe[®] DPT drill rig on July 18 and 19, 2018. Two additional shallow monitoring wells (MWT-9 and MWT-10) were installed on-site and one shallow monitoring well (MWT-8) was installed off-site, on the Alcorn property, on August 14, 2018.

The monitoring wells were installed using a track-mounted Geoprobe[®] DPT drill rig, constructed of 1-inch-diameter PVC, and installed to total depths ranging from 12 to 14 ft bgs, with 10 ft of 0.010-inch slotted pre-packed screen. Annular space between the screen/riser and the borehole was filled with 20/30 silica sand to 1 ft above the screen, followed by 30/65 silica sand, and grout to surface. The monitoring wells were completed with a locking pressure cap and a steel manhole cover housed within a concrete pad. Upon completion, the monitoring wells were developed until the groundwater appeared relatively clear and free of suspended solids. Development water was discharged onto the impervious surface for evaporation. No excess drill cuttings or development water were containerized that would require further handling.

Petroleum hydrocarbon constituent concentrations exceeded the NADCs listed in Table V of Chapter 62-777, FAC, in the groundwater samples previously collected from the former UST area in December 2012. Therefore, Terracon installed a vertical-extent monitoring well (DMWT-1) in the former UST area. The deep well was constructed of 1-inch diameter PVC and installed to a depth of 30 ft bgs with 5 feet of 0.010-inch slotted pre-packed screen set from 25 ft bgs – 30 ft bgs with an outer casing installed to a depth of 20 ft bgs.

The Well Construction and Development Logs are included in **Appendix F**. The monitoring well locations are illustrated on **Exhibit 3, Appendix A**.

5.2.2 Groundwater Sampling Methodology

Upon completion of well installation, on July 23, 2018, Terracon collected groundwater samples from the previously-existing monitoring wells (MW-A, MW-B, MW-C, MW-D, TMW-1, TMW-9, TMW-10, and TMW-11) and newly installed monitoring wells (MWT-1, MWT-2, MWT-3, MWT-4, MWT-5, MWT-6, MWT-7, and DMWT-1). Terracon returned to the site on August 16, 2018 and collected groundwater samples from the newly installed wells MWT-8, MWT-9, MWT-10, and re-sampled MWT-4 and MW-C. These two monitoring wells were resampled to evaluate the change in contaminant concentrations with the lower water table on August 16, 2018 compared to July 23, 2018. Prior to collection of groundwater samples, monitoring wells were gauged and depth to groundwater data were recorded, as presented in **Table 1, Appendix B**. Groundwater samples collected from the monitoring wells were placed on wet ice, and delivered to Pace Analytical Inc. (Pace) under chain-of-custody documentation for laboratory analysis of VOCs by EPA Method 8260, PAHs by EPA Method 8270C, TRPH by the FL-PRO Method, and total lead by EPA Method 6010.

Recovered groundwater from monitoring wells was discharged on the impervious surface for evaporation. Equipment Calibration Records and Groundwater Sampling Logs are included in **Appendix F**.

5.2.3 Monitoring Well Top of Casing Elevation

To evaluate the shallow groundwater flow direction at the site, Terracon measured top of casing elevations for the existing monitoring wells and newly installed monitoring wells with reference to a relative elevation. Depth to water was measured in the monitoring wells by Terracon, and the relative water table elevations were then calculated as summarized in **Table 1, Appendix B**.

5.2.4 Groundwater Depth to Water Evaluation and Hydrological Evaluation

The depth to groundwater ranged from 4.65 to 5.63 ft bgs on July 18, 2018, and from 3.16 to 4.81 ft bgs on July 23, 2018, and from 4.01 to 5.93 ft bgs on August 16, 2018. A change of 1-ft and greater was observed in the depth to water over a 5-day period of July 18 to July 23, 2018. During the 2017 investigation by KCI, the depth to water ranged from 4.85 to 5.45 ft bgs; whereas the depth to groundwater reportedly ranged from approximately 8.80 to 9.87 ft bgs during the April 2013 investigation performed by PME.

Based on the groundwater elevations collected on July 18, 2018, the direction of shallow groundwater flow was interpreted to be generally to the south-southeast, with a calculated horizontal hydraulic gradient of 0.0053 feet per foot (ft/ft). An easterly component of groundwater flow was observed on the northern portion of the site (former gasoline station). The groundwater flow interpretation from August 16, 2018, is also generally to the south-southeast, with a calculated horizontal hydraulic gradient of 0.0078 ft/ft. On the northern portion of the site mounding and radial flow from the former UST and gasoline station area was observed. This may

likely by attributable to increased rain events during this period, as the mounding appears to be located in an area where the asphalt surface has been removed.

The vertical hydraulic gradient was also calculated by utilizing water level elevations obtained on August 16, 2018 from MWT-1 and DMWT-1 and dividing the elevation differences for each pair of wells by the distance between the shallow and deep well screens. A “well screen mid-point” method was used to calculate the vertical hydraulic gradient. The results of the vertical hydraulic calculations indicate a 0.0011 ft./ft. upward gradient.

The average horizontal hydraulic gradient for the surficial aquifer is 0.0066 ft/ft. The average hydraulic conductivity is 2.0 feet/day, as calculated from slug test data on the adjacent site northwest of the site (Pop-A-Top II, 930 East University, Gainesville, Florida, FDEP FAC ID 018500223).

Utilizing Darcy’s Law:

$$v \text{ (velocity)} = \frac{\text{hydraulic conductivity} \times \text{hydraulic gradient}}{\text{porosity}}$$

and porosity estimated at 0.3, the average horizontal groundwater flow velocity for the surficial aquifer is estimated to be 0.044 feet/day (16.1 feet/year). The calculated horizontal groundwater flow velocity does not take into account processes such as dispersion and retardation, which would result in slower effective groundwater velocities.

Groundwater elevation contours (July 18 and August 16, 2018) are depicted on **Exhibits 5** and **5A** in **Appendix A**.

5.2.5 Groundwater Analytical Results

Terracon has reviewed the laboratory analytical results for the groundwater samples collected on July 23 and August 16, 2018, and compared the concentrations to the Groundwater Cleanup Target Levels (GCTLs) and Natural Attenuation Default Concentrations (NADCs) established in Chapter 62-777, FAC. Wells sampled on both dates reflect the results of the August 16, 2018 data.

On-site:

Shallow aquifer:

- **Benzene:** Concentrations of benzene exceed the GCTL but are below the NADC in MWT-10 and MW-C.
- **Toluene:** Concentrations of toluene exceed the GCTL but are below the NADC in MWT-10.
- **Ethylbenzene:** Concentrations of ethylbenzene exceed the GCTL and the NADC in MWT-10, but are below NADC at monitoring wells MW-A (west of former UST area), MW-C (northwest of the abandoned residence) and MWT-1 (in the former UST area).

- Total Xylenes: Concentrations of total xylenes exceed the GCTL and NADC at monitoring wells MW-A, MWT-1, and MWT-10. The concentrations of total xylenes exceed the GCTL but are below the NADC at monitoring well MWT-6 and MW-C located south of the former Swifty Mart #634 building.
- Lead: Concentrations of total lead exceed the GCTL but are below the NADC at monitoring well MWT-6 located south of the former Swifty Mart #634 building. The groundwater results are likely biased high for lead based on the suspended solids associated with the elevated turbidity (948 Nephelometric Turbidity Unit [NTU]) of the groundwater sample.
- Isopropylbenzene: Concentrations of isopropylbenzene exceed the GCTL and NADC at monitoring well MWT-1 located in the former UST area and MWT-10 located south of the former Swifty Mart #634 building. The concentrations of isopropylbenzene exceed the GCTL but are below the NADC in the monitoring wells MWT-4 (along south property boundary), TMW-11 (northeast of the former building), and MW-C (south of the former building).
- 1, 2, 4- Trimethylbenzene: Concentrations of 1,2,4-trimethylbenzene exceed the GCTL and NADC at monitoring wells MW-A, MWT-1, MWT-6, and MWT-10. The concentrations of 1, 2, 4- trimethylbenzene exceed the GCTL but are below the NADC at monitoring well MWT-2 (southeast of former UST area) and MW-C.
- 1, 3, 5- Trimethylbenzene: Concentrations of 1,2,4-trimethylbenzene exceed the GCTL and NADC in the monitoring wells MWT-1, MWT-6, and MWT-10. The concentrations of 1, 2, 4- Trimethylbenzene exceed their GCTL but are below NADC in the monitoring well MW-A and MW-C.
- Naphthalene: Concentrations of naphthalene exceed the GCTL and NADC at monitoring well MWT-1 and MWT-10. The concentrations of naphthalene exceed the GCTL but are below the NADC at monitoring well TMW-11 and MW-C.
- 1-Methylnaphthalene and 2-Methylnaphthalene: Concentrations of 1-methylnaphthalene and 2-methylnaphthalene exceed the GCTL but are below the NADC at monitoring well MWT-1, and MWT-10.

Intermediate Aquifer:

None of the analyzed parameters exceed Florida's GCTLs or NADCs in the groundwater samples collected from deep monitoring well DMWT-1 located in the former UST area.

Off-site

Shallow aquifer:

- Benzene, Ethylbenzene, & Total Xylenes: Concentrations of benzene, ethylbenzene and total xylenes exceed the GCTL but are below the NADC at monitoring well MWT-3 located in the SE 1st Avenue ROW south of the southern parcel.

- Isopropylbenzene, & 1,2,4-Trimethylbenzene: Concentrations of isopropylbenzene and 1,2,4-trimethylbenzene exceed the GCTL but are below the NADC at monitoring well MWT-3.

5.2.6 Groundwater Analytical Discussion

None of the analyzed parameters exceed Florida's GCTLs or NADCs in the groundwater samples collected from the off-site monitoring well located on Alcorn Property (MWT-8).

The range in groundwater depths at this site, and the timing of the July 2018 groundwater sampling event with a very shallow depth to groundwater, likely contributed to the reduced petroleum contaminant concentrations compared to the previous groundwater sampling events.

Groundwater samples were collected from monitoring wells MWT-4 and MW-C on July 23 and August 16, 2018, for the purpose of comparing the analytical results over a range of depth to waters. The depth to water varied by more than 1 ft over this period. Groundwater samples collected from MW-C reported benzene, ethylbenzene, total xylenes, isopropyl benzene, 1,2,4-trimethylbenzene, and 1,3,5-trimethylbenzene above the respective GCTL on August 16, 2018, compared to being reported below the GCTL on July 23, 2018. On July 16, 2018, the depth to water was 3.78 ft bgs (and above the screen interval from 5 to 15 ft bgs), compared to the depth to water of 4.98 ft bgs on August 16, 2018.

In contrast, groundwater samples collected from MWT-4 did not report similar changes in the groundwater analytical results. The water table varied from 3.16 to 4.56 ft bgs from July 23 and August 16, 2018; however, benzene concentrations decreased to below the GCTL (from 3.0 to 1.3 ug/L, respectively), and the remaining petroleum constituents reported no change in concentrations.

Another comparison of water levels and contaminant concentrations may be observed between monitoring well MWT-4 and temporary well TW-3, which were installed at similar locations on-site. Temporary monitoring well TW-3 was installed in March of 2017 by Native Geoscience. The concentration of the benzene, ethylbenzene, total xylenes, and 1,3,5-trimethylbenzene exceeded the GCTL, and the concentration of isopropylbenzene and 1,2,4-trimethylbenzene exceeded the NADC, in the groundwater sample collected from TW-3 in March of 2017. The groundwater results from MWT-4, sampled in July 2018, only reported benzene and isopropylbenzene at concentrations exceeding the GCTL. In August 2018, only isopropylbenzene exceeded the GCTL. The depth to water in March 2017 was 7.35 ft bgs (assuming a 5 ft riser above ground); however, the depth to groundwater in MWT-4 was measured at 3.16 ft bgs, and 4.56 ft bgs in July and August 2018.

The high water levels measured in the monitoring wells during groundwater sampling likely have resulted in the reporting of lower petroleum contaminant concentrations compared to when the water levels are lower. These large fluctuations and variability in the depth to groundwater and variability in contaminant concentration must be accounted for in the final remedial design.

The groundwater analytical results are summarized in **Table 4** and **5** in **Appendix B** and the horizontal extent of petroleum contaminated groundwater is shown on the plume maps presented

as **Exhibits 6A** through **8A** in **Appendix A**. Copies of the laboratory analytical reports are included in **Appendix G**.

5.3 CONTAMINANT MASS ESTIMATE

The total mass of petroleum contaminants in the groundwater was estimated based on the overall information generated from the July and August 2018 assessment activities. Based on the average of the contaminant concentration, these calculations estimate that approximately 2,241 pounds of petroleum contaminants of concern (benzene, toluene, ethylbenzene, xylenes, naphthalenes, TRPH, isopropylbenzene and trimethylbenzenes) in the groundwater. Approximately 12 pounds of the contaminant mass was estimated in the dissolved phase and 2,229 pounds in the sorbed phase below the water table. Calculations estimating the mass of contaminants are provided in **Appendix H**. Petroleum hydrocarbon contaminants of concern are estimated to extend over an area of 9,444 square feet to a depth of 25 feet.

No petroleum contaminants in the soil were identified in the SA activities conducted from 2012 to 2018.

6 SITE ASSESSMENT SUMMARY

Terracon has performed site assessment activities at the former Swifty Mart #634 in Gainesville, Alachua County, Florida. Based on an evaluation of the findings, the following summary has been developed:

- Geophysical survey identified two suspect USTs located west and southwest of the former building foundation (Final Report for Geophysical Investigation, March 30, 2017).
- Depth to water at the Site ranges from approximately 3 to 5 ft bgs in July and August 2018. Based on the groundwater elevations, the direction of shallow groundwater flow at the Site was generally to the south-southeast. The average horizontal hydraulic gradient for the surficial aquifer is 0.0066 ft/ft. The horizontal groundwater flow velocity for the surficial aquifer was estimated to be 0.044 feet/day (16.1 feet/year).
- Previous reports document the removal and off-site disposal of 30 tons of contaminated soil in February 1988, 17.59 tons of contaminated soil in June 1997, and 2.6 cubic yards of contaminated soil in February 1999 from the former Swifty Mart #634 UST area.
- OVA-PID readings in the vadose zone did not exceed 16.3 ppm in July and August 2018. No petroleum hydrocarbon contamination was reported in the soil above the water. Benzo(a)pyrene total equivalents exceeded the residential direct exposure SCTL in a soil sample collected immediately above the water table in the former UST area, however, the benzo(a)pyrene total equivalents concentration was below the alternative SCTL, per the August 2017 University of Florida Memorandum to the FDEP. Based on this documentation, no residual soil contamination was identified in the vadose zone.
- The general lithology at the Site consists of gray/brown/tan sand to a depth of 3-5 ft bgs, followed by light brown/orange clayey sand to sandy clay to a depth of 10-15 ft bgs. A layer of tan/gray sand was observed from 10-15 ft bgs to 22 ft bgs, followed by clayey

sand to sandy clay to 29 feet. At 30 ft bgs a sandy clay with weathered limestone was observed (DMWT-1).

- Petroleum hydrocarbons (benzene, total xylenes, ethylbenzene, naphthalene, isopropyl benzene, 1,2,4-trimethylbenzene and 1,3,5-trimethylbenzene) appear to originate from the former UST area on northwest portion of the Site and impacts groundwater in excess of Florida's GCTLs and NADCs extending downgradient (south-southeast).
- Petroleum hydrocarbon concentrations were not detected above the applicable GCTLs at the intermediate monitoring well (screened from 25 to 30 ft bgs) in the former UST area. The vertical extent of petroleum hydrocarbon groundwater contamination is defined at a depth of 25 ft bgs.
- Based on the off-site assessment activities conducted on Alcorn property, groundwater contamination appears to be isolated north of the Alcorn property.
- Based on this RMO II conditional closure goal, in anticipation that off-site VOC concentrations will be reduced to or below Florida's GCTLs, shallow monitoring well MWT-3 within the Southeast 1st Avenue ROW will be designated as a downgradient temporary point of compliance.

7 REMEDIAL DESIGN

Based on the review of historical site assessment reports and the current site assessment activities, and the proposed site development activities, Terracon is of the opinion that remedial activities to be conducted will be associated with a soil excavation of the source area combined with the amendment of a chemical oxidation product within the downgradient plume.

The remedial objective is to reduce petroleum contaminants of concern in groundwater on-site to the Risk Management Option II criteria, such that the groundwater off-site does not exceed GCTLs. Due to the decreasing trend in groundwater contaminant concentrations and the petroleum contaminant levels below the respective NADC criteria in the southern downgradient monitoring well (MWT-3), the proposed remedial technologies presented herein are focused on source treatment.

7.1 REMEDIAL DESIGN SUMMARY

The source removal activities will include the removal of two suspected USTs at the Site. Based on saturated soil OVA soil screening results and the groundwater concentrations, a soil excavation of petroleum hydrocarbon impacted soil is proposed to an estimated depth of 13 ft bgs. Since depth to water at the Site ranges from 3 to 5 ft bgs, dewatering during excavation is required. During dewatering activities, a mobile treatment system consisting of an air stripping unit (and/or carbon vessels) capable of removing the petroleum contaminants of concern will be utilized and the remediated groundwater effluent will be discharged under an National Pollutant Discharge Elimination System (NPDES) permit. Since no petroleum impacts were reported in the vadose zone, clean overburden from land surface to 4.5 ft bgs is expected to be segregated for re-use on-site. Reported petroleum hydrocarbon impacted soil from 4.5 -13 ft bgs will be excavated and

disposed to a regulated Class I landfill. Prior to backfilling the excavation, a combined chemical oxidation and bioremediation amendment (Peroxychem Klozur CR®) will be applied to the bottom of the excavation to provide immediate treatment to the remaining contamination and simultaneously enhance the long-term remediation of the groundwater impacts.

In order to meet the remedial objective, the downgradient petroleum hydrocarbon impacted areas (southern portion of the site) will be treated via *in-situ* soil mixing of chemical oxidizers (Peroxychem Klozur SP®).

Upon completion of remedial activities, Terracon proposes to conduct four quarters of post-remediation monitoring to demonstrate the requirements of a Risk Management Option II (RMO-II) conditional closure.

The following sections describe the remedial techniques that will be utilized to complete the remediation activities. Outlined below are the

- Pre-remediation activities,
- Phase I source removal activities,
- Phase II in-situ soil blending activities (on southern portion of site),
- followed by a discussion on the chemical oxidation products chosen, application methods, and safety requirements.

7.2 PRE-REMEDICATION ACTIVITIES

7.2.1 Health and Safety

All necessary precautions will be taken to protect from damage the various subsurface and/or above ground utilities that exist at the site. Of note, an aboveground power line, and a below ground fiber optic cable, is located along the west boundary of the Site. GeoView also identified several underground utility lines in the vicinity of former gas station. Necessary utility clearance will be obtained prior to any subsurface activities. The utility companies will be contacted within 72 hours prior to any on-site activities. Additionally, a private utility locating company will be contracted to identify utilities and other subsurface obstructions that may interfere with the excavation dimensions.

A site-specific HASP will be prepared to address the health and safety hazards associated with the source removal activities. The HASP will specifically include the elimination of any igniting sources, designating the area as non-smoking, defining the exclusion zone, and personal protection equipment associated with the used of the chemical oxidation amendment. A site safety meeting with all subcontracted personnel will be conducted at the start of each work day and at other significant times during the day, as needed.

The area will be required to be fenced and gated so access by the public is restricted. During active remedial work at the site, the gate will need to be closed to prevent unauthorized entry. During non-working hours, additional fencing or barricades will be necessary around any open excavations.

7.2.2 Stormwater/Erosion Control

Erosion control consisting of hay bales and/or silt fencing will be constructed in accordance with standard stormwater control measures. Depending on site conditions and weather, other controls may be necessary. The contractor should be equipped with such devices to be able to respond to conditions that may change at a moment's notice.

7.2.3 Demolition Activities

The gas station is no longer operational, and does not contain any buildings, except for the former dispenser bay canopy. The former residence on the south side of the property is also no longer occupied. It is understood that the current owner will raze the canopy and the abandoned residence within the next two months from the date of this report.

Some areas of the property have been overgrown with vegetation and are also subject to land clearing in the next two months by the property owner.

The monitoring wells located within the excavation and construction area will be abandoned prior to commencing site activities. The monitoring wells will be abandoned in accordance with Water Management District requirements. The well pads will be removed during proposed soil excavation activities.

Remnants of the asphalt and concrete driveways and parking lots remain at the site. These surfaces will require removal prior to initiation of the excavation activities. These surfaces will be removed from the site and disposed at a permitted recycling facility.

7.2.4 Permitting

Applicable permits will need to be obtained prior to any subsurface activities. These will include any construction permits with the City of Gainesville, dewatering permits with the City of Gainesville or Florida Department of Transportation, Stormwater Pollution Prevent Plans (SWPPP), National Pollutant Discharge Elimination System (NPDES, associated with the dewatering discharge), and UST removal permits with the FDEP.

7.2.5 Soil Sampling Plan

Backfill Soil Sampling:

Prior to importing any backfill to the site, it will be tested in accordance with the Department's October 1, 2010 memo entitled "Preapproval Program Backfill Quality Assurance Procedures for Sites Undergoing Excavation". Specifically, 2 grab samples and 1 composite samples will be collected for laboratory analysis.

One of the grab samples will be analyzed for the following parameters:

- Volatile Organic Compounds by EPA Method 8260.

The other grab sample will be analyzed for the following:

- Semi-Volatile Organic Compounds by EPA Methods 8270, 8081, and 8082, and
- TRPH by the FL-PRO Method.

The composite sample will be analyzed for

- RCRA 8 Metals by EPA Method 6010 /6020 and 7471.

Waste Characterization Soil Sampling

Disposal characterization samples will be collected prior to initiation of field activities so that approval can be obtained from the disposal facility prior to transportation of any contaminated soil.

Depending on the receiving landfill, samples may need to be analyzed for RCRA metals (arsenic, cadmium, chromium, and lead), TRPH, and volatile organic halocarbons. The waste characterization soil samples will be analyzed in accordance with the requirements of the disposal facility by a NELAP-accredited laboratory.

Confirmation Soil Sampling

No soil confirmation samples will be collected during or post excavation.

7.2.6 Tank Removal Activities

Two suspected USTs are believed to be present on-site and will require removal and proper disposal. The UST removal work will be conducted by a licensed Pollutant Storage System Contractor (PSSC). If USTs are found to contain petroleum products, other liquids, or sludge, the tank contents will be removed and disposed per the federal, state, and local requirements. Terracon will oversee the removal of the two suspected USTs on-site. The PSSC will obtain permits and provide notification to the local regulatory agencies and provide appropriate documentation for disposal of the USTs and contents. Terracon will perform any required assessment activities.

7.3 PHASE I: SOIL EXCAVATION ACTIVITIES

7.3.1 Groundwater Dewatering and Treatment System

A dewatering system will be installed and operated to lower the water table and allow excavation of impacted soils and backfilling and compaction of clean fill lifts. In order to control the aquifer, and minimize groundwater infiltration into the excavation, a dewatering system will include a system of dewatering points around the excavation area. The dewatering points will be installed using direct push techniques so that the desired depth of each well point can be achieved. The top of the well point screen will be set at an estimated depth of 18 feet (5 feet below the depth of the excavation). This will allow the excavation to be completed in relatively dry conditions. Well points will be installed at 8-foot linear intervals and connected to a common vacuum header. A diesel powered dewatering pump will be utilized to remove groundwater.

Extracted groundwater from the dewatering system will be treated to achieve Florida's freshwater surface water criteria prior to discharge into the storm drain under the NPDES permit. A conceptual dewatering system process flow diagram of the proposed temporary groundwater treatment is provided in **Appendix J**. The water will initially be containerized in a 20,000-gallon baker tank, from which it will flow into an air-stripping unit, filtered with particulate filters, and polished with granular activated carbon, before discharging to an on-site stormwater drain under

an NPDES permit. For the initial treatment, the treated water will be containerized in a 20,000-gallon holding tank and sampled to confirm that the NPDES generic permit requirements are met.

The treated groundwater will be discharged to a nearby stormwater sewer under a “Generic Permit for Discharges from Petroleum Contaminated Sites”, (Document No. 62-621.300(1), effective date of February 14, 2000). The NPDES generic permit will be submitted and approved prior to initiating site activities.

To comply with the NPDES generic permit, initial and weekly effluent samples will be collected and submitted for laboratory analysis during operation of the treatment system. Laboratory analysis will include benzene by EPA Method 8260 and naphthalene by EPA Method 8270. The volume of effluent water discharged and field measurements of pH will also be collected. At the end of the dewatering activities, a final effluent sample will be collected.

7.3.2 Soil Excavation, Handling, and Backfilling

Once the site is sufficiently dewatered, the excavation of the petroleum contaminated soil will commence.

Overburden: The top 4.5 feet of overburden soil will be excavated from the proposed excavation area. The clean soil will be stockpiled and covered with visqueen (for erosion control). The overburden vadose zone soils from land surface to 4.5 feet may be impacted with petroleum due to the former operations, and due to the varying groundwater table. The vadose zone soils will be screened with an OVA during the removal of the overburden soil and if they are confirmed to be non-impacted, they will be stockpiled on-site and utilized as backfill after completion of the clean-up activities. Soils exhibiting OVA readings of less than 10 ppm will be considered clean. All soils exhibiting OVA readings above 10 ppm will be considered petroleum-impacted and will be transported off-site for disposal.

Contaminated Soil Removal: Impacted soil from the depth interval 4.5 ft bgs to 13 ft bgs will be characterized, transported and disposed under manifest to a FDEP-approved Subtitle D, Class I Solid Waste Landfill in accordance with state and federal regulations.

The remedial design calculations are included in **Appendix I** and summarized below.

Area of Excavation	Irregular shape, estimated 90 x 110 feet
Depth of excavation below water table	8.5 feet (from 4.5 to 13 feet bgs)
Volume of Clean Overburden Soil, above the water table	1,550 cubic yards (from surface to 4.5 feet bgs)
Volume of Petroleum Contaminated Soil for Off-site Disposal	2,568 cubic yards, 3,595 tons (assuming 1.4 tons per cubic yard)
Volume of Clean imported backfill required	3,081 cubic yards

The preferred method to handle impacted soil is direct load from excavation to truck. If it must be stockpiled, all piles will be constructed on minimum 10 mil polyethylene sheeting with bermed

edges to prevent run-off. When not in use and during rain events, the stockpiles will also be covered with polyethylene sheeting.

Manifests for soil transport and certificates of disposal will be required to document the volume of petroleum-impacted soils which are removed.

Backfill, Amendment Mix and Compaction: Once the limits of the excavation are complete, the chemical oxidation product Klozur®CR will be applied to the bottom and sidewalls of the excavation. Details on the application rates, methods, and safety considerations, are provided in **Section 8.0**. After the application of the chemical oxidation product, the site will be backfilled using clean imported backfill (and overburden soils). The imported backfill soil will be placed in lifts not to exceed 12 inches and will be compacted to a density of not less than 95% of the modified proctor value. Appropriate vegetative cover will be used to restore the excavation area to match surrounding conditions. The pavement will not be replaced.

7.4 PHASE II: IN-SITU SOIL BLENDING OF CHEMICAL OXIDATION AMENDMENT

The southern treatment area is represented by an area of 2,250 square ft and considering the treatment interval depth of 6 to 14 ft bgs, this represents a treatment volume of approximately 555 cubic yards. The soil interval is based on the saturated soil OVA screening results from the soil borings advanced during monitoring well installation. Soil blending has been chosen as the application method since the heavy equipment will be present on the site for the Phase I soil excavation, and the use of soil blending ensures the contact of the amendment with the contaminant. Additionally, the mechanical mixing will help breakup the low permeability zones (sandy clay/clayey sands) to allow better contact of the amendment. The activator chosen for the Klozur®SP soil blending is Portland cement; this is not only a low-cost amendment but has been shown to decrease the contaminant flux from the saturated soils.

As a first step, the clean overburden (surface to 6 ft bgs, based on OVA screening data) will be excavated and stored for future use as backfill, prior to any soil mixing of the contaminated soil. Due to the small area proposed for soil mixing and the shallow depth, the recommended method of soil mixing will be with backhoes and excavator. This methodology will also minimize mobilization costs, by utilizing equipment available on-site.

The area of remediation will be divided into smaller cells, and the dry reagents, Klozur®SP and Portland cement, will be blended with the saturated soils. A blending technique will be utilized with the backhoe bucket to mix the Klozur®SP into the soils. The use of Portland cement will tend to absorb water and cause the soils to become dry, which may require the addition of water.

It is estimated that approximately 10,500 pounds of Klozur®SP and 40,000 pounds of Portland cement will be mixed into the soil using excavation buckets, rotary augers, or similar methodologies. Terracon will be on-site to collect soil samples to ensure the proper application, to include field soil pH and OVA screening, as applicable.

Once the application and soil mixing is complete, the site will be restored with the replacement of the overburden backfill soil. The soil will be placed in lifts not to exceed 12 inches and will be

compacted to a density of not less than 95% of the modified proctor value. Appropriate vegetative cover will be used to restore the excavation area to match surrounding conditions.

7.5 REMEDIAL ACTION COMPLETION REPORT

A Remedial Action Completion Report will be submitted following the excavation and soil mixing activities. The Remedial Action Completion Report will include the following,

- (a) copy of any permits obtained,
- (b) Summary of the work performed, sampling results, conclusions based on data, any modifications made that differed from remedial action plan,
- (c) Recommendations and justification for a Conditional No Further Action,
- (d) As-Built final excavation drawings to document chemical amendment application and details of the excavation and soil mixing process.
- (e) Laboratory reports, chain of custody for field work conducted,
- (f) Disposal manifests, weight tickets and/or certificated of treatment or disposal,
- (g) include copies of monitoring well abandonment completion reports
- (h) Soil compaction testing results,
- (i) Photo documentation, and copies of all field notes, and
- (j) Post remedial groundwater sampling results.

The final report will be signed and sealed by a Professional Engineer registered in the State of Florida per Chapter 471, F.S.

8 *In-Situ* Chemical Oxidizer

The recommended *in-situ* chemical oxidation (ISCO) products are Klozur®CR, a combined sodium persulfate and calcium peroxide product, and PeroxyChem Klozur® SP, an environmental grade of sodium persulfate. These products were recommended to accelerate the site remediation activities due to the impending construction activities and site development at the site.

Per FDEP's acceptance letter(s) PeroxyChem Klozur® SP and Klozur®CR is expected to contain concentrations of sodium, iron, manganese, sulfate, TDS, and pH in excess of Chapter 62-550, F.A.C., secondary drinking water standards. These same parameters will be monitored before and after the injection to confirm compliance with the FDEP Acceptance letter. Since this product will not be injected, a UIC permit is not required.

8.1 KLOZUR SOIL OXIDANT DEMAND BENCH TEST RESULTS

Soil and groundwater samples were collected during the installation of MWT-5. Approximately 1 kg of soil was collected from the saturated zone, and 2 liters of groundwater were submitted for bench testing by PeroxyChem for soil oxidant demand, or "Klozur Demand Test". This oxidant demand test was performed to evaluate the oxidizable components of the soil and groundwater. The soil oxidant demand provides a measure of how much additional activated persulfate is

needed over the contaminant demand on the oxidant. The result of the bench test calculated that the Klozur® persulfate demand with high pH activation was 1.42 grams of persulfate / kilogram (kg) dry soil, and the base buffering capacity (BBC) was calculated at 1.29 grams of 25% sodium hydroxide (NaOH) per kg dry soil. These results were utilized in the calculations provided below.

8.2 IN-SITU CHEMICAL OXIDIZER BACKFILL AMENDMENT, KLOZUR®CR

The Klozur®CR is a formulated product of Klozur® SP and PermeOx® Ultra engineered calcium peroxide, which will provide not only the rapid chemical oxidation treatment (1 to 3 months), but also a long lasting aerobic bioremediation treatment (up to 1 year) of active groundwater remediation. This product will be applied to the open excavation. This product is self-activating and requires no mixing of additional chemicals or reagents.

PeroxyChem Klozur®CR will be physically mixed into the bottom and sidewalls of the excavation area to manage residual petroleum contaminants of concern from re-entering the more permeable backfill, and to provide a long-lasting oxygen source that will contribute to enhanced aerobic bioremediation. It is estimated, based on the results of the bench test, that approximately 3,960 pounds of PeroxyChem Klozur®CR will be applied to the bottom and sidewalls of the excavation area.

The Klozur®CR is supplied as a powder and may be directly applied to the base of the excavation. The Klozur®CR will need to be applied very close to the excavation to minimize dusting. To minimize dusting, and before application, the dewatering activities will be reduced to allow an estimated 6-inches to 1 foot of water within the bottom of the excavation. The excavator will then be used to blend the Klozur®CR within the bottom of the excavation and along the sidewalls of the excavation. It will be important that the Klozur®CR is applied under wet conditions, as the water provides the necessary chemical oxidation and aerobic reactions necessary to remediate the residual contamination present. All personnel in the area of application will be required to wear the proper personal protective equipment (PPE) as described below and in the Safety Data Sheets (**Appendix K**).

It is estimated, based on the results of the bench test, that approximately 3,960 pounds of PeroxyChem Klozur®CR will be applied to the bottom and sidewalls of the excavation area.

8.3 IN-SITU CHEMICAL OXIDIZER SOIL BLENDING, KLOZUR®SP

Terracon proposes to use PeroxyChem Klozur®SP to remediate the southern portion of the petroleum hydrocarbon contaminated groundwater plume at the Site. Klozur®SP rapidly oxidizes a wide variety of organic contaminants present in impacted soil, sediment and groundwater via high pH activated sodium persulfate (up to 3 months) and will manage contaminant rebound with enhanced bioremediation with the residual sulfate acting as an electron acceptor in a co-metabolic process (1 year or longer).

It is estimated that approximately 10,300 pounds of Klozur®SP and 40,000 pounds of Portland cement will be blended or mixed into the soil using excavation buckets, rotary augers, or similar methodologies.

Similar to the methodologies described for the application of Klozur®CR, Klozur®SP and the Portland cement will need to be applied very close to the excavation and be applied under wet conditions to minimize dusting.

8.4 HEALTH AND SAFETY

Proper procedure and equipment are required when using these chemicals. The appropriate personal protective equipment will include safety glasses, protective clothing, boots, chemical resistant gloves. When applying the product, to prevent exposure to dust and mist, personnel will wear a filtering dusk mask and chemical protective goggles or face shield.

A copy of the bench test report, FDEP's acceptance letter, Safety Data Sheets, and design calculations are included in **Appendix K**.

9 POST REMEDIATION GROUNDWATER MONITORING

Upon completion of proposed remedial activities, Terracon proposes to conduct quarterly groundwater monitoring of designated monitoring wells for one year. The post-remedial groundwater monitoring will be performed to support the remedial objective for a conditional NFA, or RMO II closure. An RMO II Closure will demonstrate that groundwater contamination is contained within the property boundaries, and it's been demonstrated with a minimum of one year of groundwater monitoring data that the groundwater contaminant plume is stable or shrinking (RMO II).

Based on this RMO II conditional closure goal, in anticipation that off-site VOA concentrations will be reduced to or below Florida's GCTLs, shallow monitoring well MWT-3 within the Southeast 1st Avenue ROW will be designated as a downgradient temporary point of compliance.

9.1 REPLACEMENT WELL INSTALLATION

Following completion of the source removal activities, three replacement shallow monitoring wells will be installed near the former location of monitoring wells MWT-1, MWT-10, MWT-3 using Direct Push Technology. The shallow monitoring wells will be constructed of 1-inch diameter Schedule 40 PVC riser with ten feet of 0.010-inch slotted pre-packed screen (3 ft bgs to 13 ft bgs). The top of the riser pipe of the wells will be capped with a 1-inch diameter locking well cap and will be installed in an 8-inch diameter steel manhole cover. The monitoring wells will be developed until the purge water is clear from any noticeable sediment or suspended particulate matter.

9.2 POST ACTIVE REMEDIATION MONITORING

After the source removal and initial chemical oxidation application event, the groundwater sampling will be performed.

Terracon will conduct four quarterly groundwater sampling events for 1 year. For each quarter, Terracon will collect groundwater from the source wells (MWT-1R and MWT-10R) and the off-site monitoring well located within the ROW (MWT-3) for laboratory analysis of VOCs by EPA Method 8260, PAHs by EPA Method 8270, and TRPH by FL-PRO, and the chemical amendment parameters sodium, iron, manganese, sulfate, total dissolved solids (TDS), and pH.

Terracon will prepare and submit a Quarterly Post Active Remediation Monitoring (PARM) report summarizing the groundwater sampling activities. At the end of fourth quarter groundwater event, an Annual PARM Report will be prepared, which will include figures, tabulated historical and current analytical data, field notes, groundwater sampling logs and calibration logs, and laboratory analytical reports, conclusion and recommendations. Quarterly reports will be signed and sealed by a State of Florida licensed P.G. or P.E.

Active remediation shall be deemed complete when the Conditional No Further Action criteria of Subsection 62-780.680(2), F.A.C., have been met on-site, and Rule 62-780.680(1) F.A.C. have been met off-site.

Following successful completion and FDEP approval of PARM, the monitoring wells will be properly abandoned, and a Monitoring Well Abandonment Report will be submitted.

10 PROJECT SCHEDULE

The schedule is based on the assumption that the saturated soil and groundwater contamination at the Site will be remediated by a combination of remedial technologies including the source removal, application of *in-situ* chemical oxidizers in the excavation area, and soil mixing of *in-situ* chemical oxidizers in the downgradient areas. Terracon is anticipating achievement of a Conditional Site Rehabilitation Completion Order (SRCOC) by achieving GCTLs at shallow well MWT-3 and RMO-II requirements on-site.

A Gantt chart providing the proposed schedule and milestone achievements are provided in **Appendix L**.

11 CLOSING REMARKS

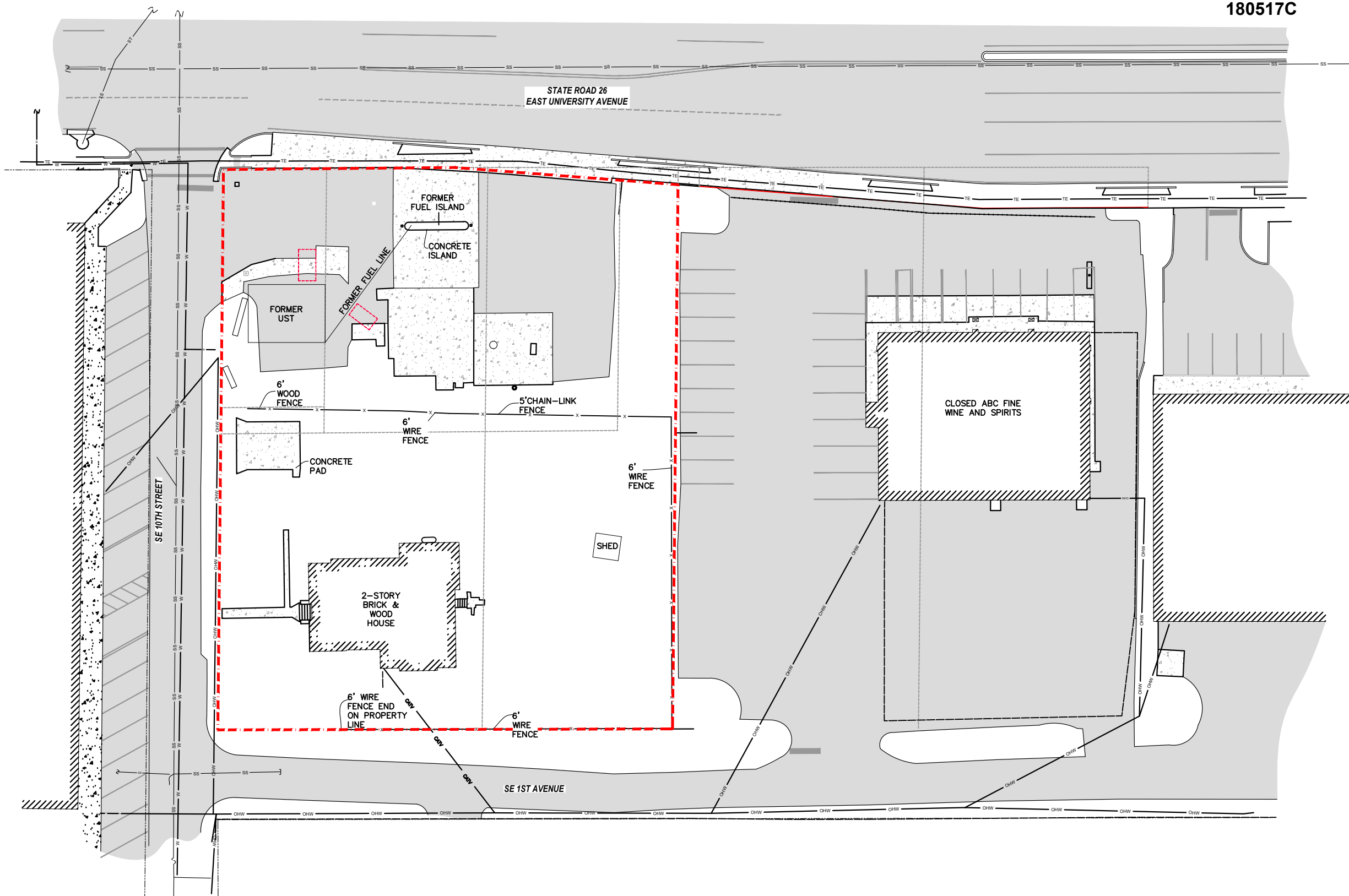
Terracon has performed site assessment activities and provided a remedial action plan to be performed prior to site construction activities in compliance with Chapter 62-780, FAC., and respectfully requests the approval of this Site Assessment Report and Remedial Action Plan.

Future deliverables include a Remedial Action Completion Report documenting the source removal and chemical application activities, Post Remedial Groundwater Monitoring documenting the four quarters of groundwater monitoring post construction, and the preparation of an Restrictive Covenants Package, documenting the developed site conditions and activities related to the Institutional Control.

A Site Rehabilitation Completion Report will be prepared following the completion of the site construction and approval of the Site Assessment and Site Rehabilitation activities at the subject site in support of obtaining regulatory closure in accordance with Chapter 62-780, FAC, Risk Management Option Level II. Once the Restrictive Covenant is executed, a Site Rehabilitation Completion Order is expected to be issued by the FDEP.

Appendix A

Exhibits



LEGEND

- - - - - SITE BOUNDARY
- OVERHEAD WIRE
- OVERHEAD CABLE TELEVISION
- SANITARY SEWER LINE
- WATER
- TELEPHONE LINE
- FENCE
- GEOVIEW LOCATION OF SUSPECTED UST

N



Project Mngr:	DMC
Drawn By:	RLW
Checked By:	DMC
Approved By:	SDG

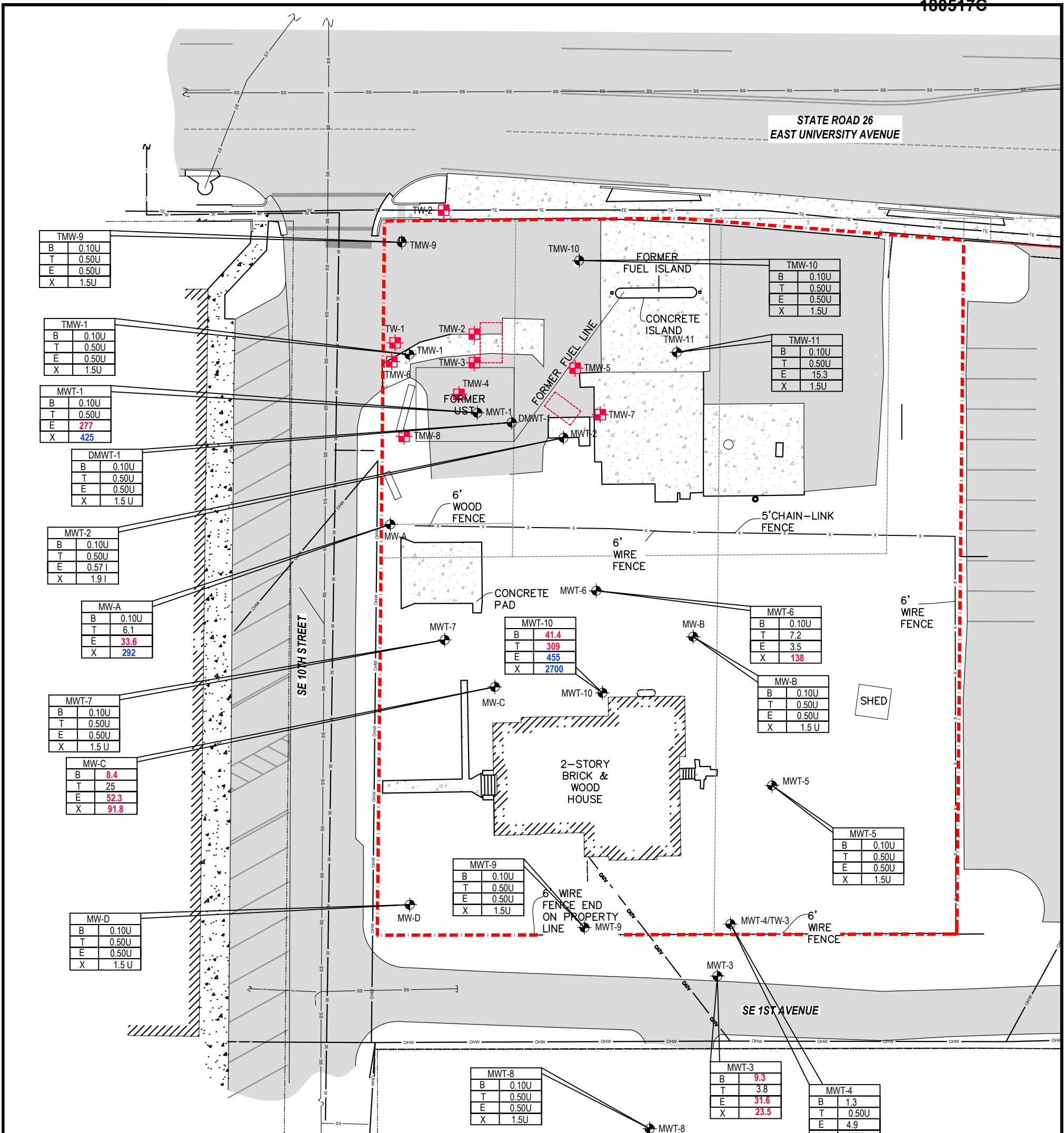
Project No.	H4187285
Scale:	AS SHOWN
File No.	H4187285-2
Date:	AUG. 2018

Terracon
Consulting Engineers and Scientists

5463 W. Waters Ave., Ste 830 Tampa, Florida
PH. (813) 221-0050 FAX. (813) 221-0051

SITE DIAGRAM
SAR/RAP
FORMER SWIFTY MART #634
1007 EAST UNIVERSITY AVENUE
GAINESVILLE, ALACHUA COUNTY, FLORIDA
FDEP FACILITY ID NO: 01 8500083

EXHIBIT
2



LEGEND

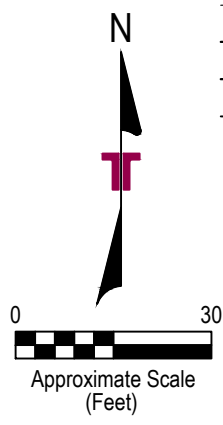
- - - - - SITE BOUNDARY
- - - - - OVERHEAD WIRE
- - - - - OVERHEAD CABLE
- - - - - TELEVISION
- - - - - SANITARY SEWER LINE
- - - - - WATER
- - - - - TELEPHONE LINE
- - - - - FENCE
- GEOVIEW LOCATION OF SUSPECTED UST

- TMW-1 APPROXIMATE MONITORING WELL LOCATION
- APPROXIMATE DESTROYED / MONITORING WELL LOCATION

SCREENING CRITERIA (ug/L, micrograms per liter)

PARAMETER	GCTL	NADC
B - BENZENE	1	100
T - TOLUENE	40	400
E - ETHYLBENZENE	30	300
X - XYLENES (TOTAL)	20	200

- NOTES:
- GCTL = GROUNDWATER CLEANUP TARGET LEVEL, CHAPTER 62-777, FLORIDA ADMINISTRATIVE CODE (F.A.C.)
 - NADC = NATURAL ATTENUATION DEFAULT CONCENTRATION, CHAPTER 62-777 F.A.C.
 - BOLD RED** = CONCENTRATIONS EXCEED GCTL
 - BOLD BLUE** = CONCENTRATIONS EXCEED NADC
 - U = ANALYTE WAS DETECTED. REPORTED VALUES ARE BELOW THE LABORATORY METHOD DETECTION LIMIT (MDL)
 - I = REPORTED VALUES ARE BETWEEN THE MDL AND PRACTICAL QUANTITATION LIMIT (PQL)
 - ANALYTICAL RESULTS FROM 7/23/18 OR 8/16/18

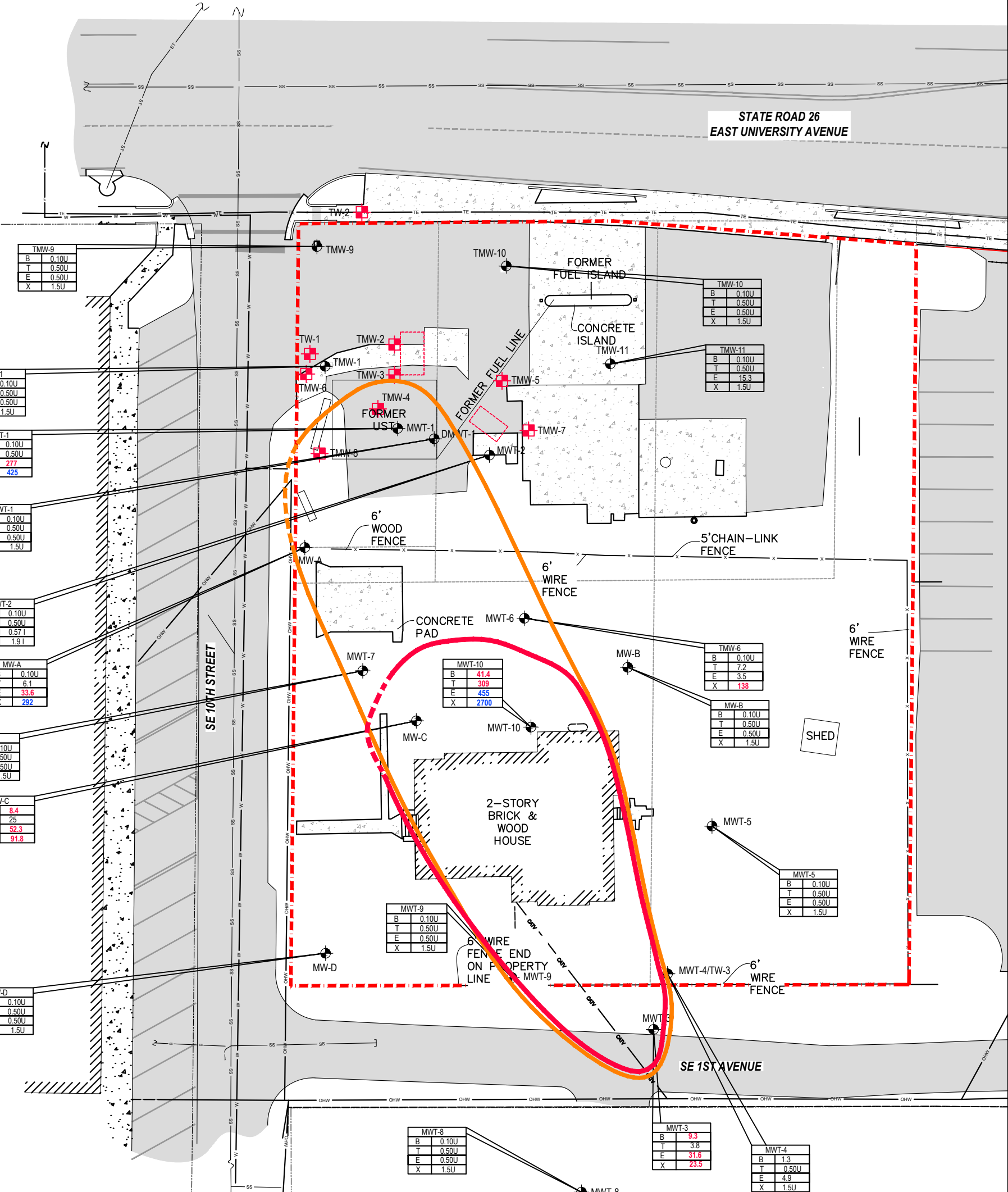


Project Mgr:	DMC	Project No.	H4187285
Drawn By:	RLW	Scale:	AS SHOWN
Checked By:	DMC	File No.	H4187285-2
Approved By:	SDG	Date:	AUG. 2018

Terracon
Consulting Engineers and Scientists

5463 W. Waters Ave., Ste 830 Tampa, Florida
PH. (813) 221-0050 FAX. (813) 221-0051

GROUNDWATER ANALYTICAL RESULTS - VOCs
SAR/RAP
FORMER SWIFTY MART #634
1007 EAST UNIVERSITY AVENUE
GAINESVILLE, ALACHUA COUNTY, FLORIDA
FDEP FACILITY ID NO: 01 8500083



LEGEND

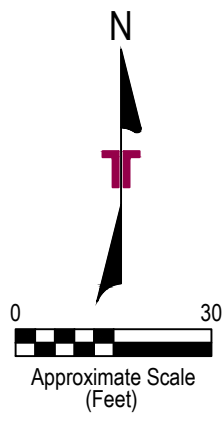
- SITE BOUNDARY
- OVERHEAD WIRE
- OVERHEAD CABLE
- TELEVISION
- SANITARY SEWER LINE
- WATER
- TELEPHONE LINE
- FENCE
- GEOVIEW LOCATION OF SUSPECTED UST
- BENZENE GCTL CONTOUR
- ETHYLBENZENE AND XYLENES GCTL CONTOUR

- TMW-1 APPROXIMATE MONITORING WELL LOCATION
- APPROXIMATE DESTROYED / MONITORING WELL LOCATION

SCREENING CRITERIA (ug/L, micrograms per liter)

PARAMETER	GCTL	NADC
B - BENZENE	1	100
T - TOLUENE	40	400
E - ETHYLBENZENE	30	300
X - XYLENES (TOTAL)	20	200

- NOTES:
- GCTL = GROUNDWATER CLEANUP TARGET LEVEL, CHAPTER 62-777, FLORIDA ADMINISTRATIVE CODE (F.A.C.)
 - NADC = NATURAL ATTENUATION DEFAULT CONCENTRATION, CHAPTER 62-777 F.A.C.
 - BOLD RED** = CONCENTRATIONS EXCEED GCTL
 - BOLD BLUE** = CONCENTRATIONS EXCEED NADC
 - U = ANALYTE WAS DETECTED. REPORTED VALUES ARE BELOW THE LABORATORY METHOD DETECTION LIMIT (MDL)
 - I = REPORTED VALUES ARE BETWEEN THE MDL AND PRACTICAL QUANTITATION LIMIT (PQL)
 - ANALYTICAL RESULTS FROM 7/23/18 OR 8/16/18

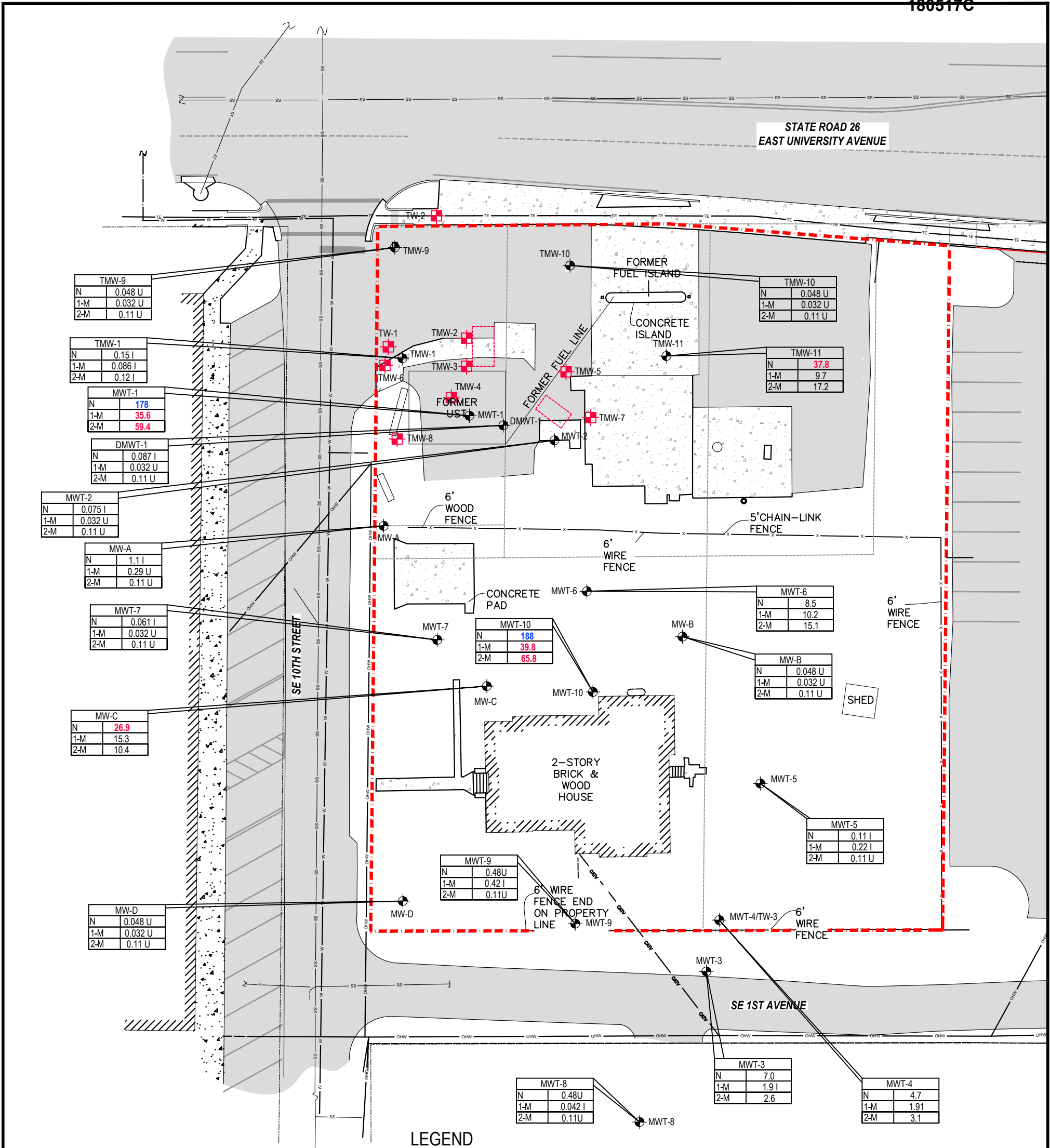


Project Mngr:	DMC	Project No.	H4187285
Drawn By:	RLW	Scale:	AS SHOWN
Checked By:	DMC	File No.	H4187285-2
Approved By:	SDG	Date:	AUG. 2018

Terracon
 Consulting Engineers and Scientists
 5463 W. Waters Ave., Ste 830 Tampa, Florida
 PH. (813) 221-0050 FAX. (813) 221-0051

GROUNDWATER ISOCONCENTRATION CONTOUR - VOCs
 SAR/RAP
 FORMER SWIFTY MART #634
 1007 EAST UNIVERSITY AVENUE
 GAINESVILLE, ALACHUA COUNTY, FLORIDA
 FDEP FACILITY ID NO: 01 8500083

EXHIBIT
6A



LEGEND

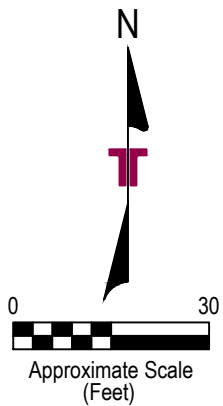
- SITE BOUNDARY
- OVERHEAD WIRE
- OVERHEAD CABLE
- TELEVISION
- SANITARY SEWER LINE
- WATER
- TELEPHONE LINE
- FENCE
- GEOVIEW LOCATION OF SUSPECTED UST

- TMW-1 APPROXIMATE MONITORING WELL LOCATION
- APPROXIMATE DESTROYED / MONITORING WELL LOCATION

SCREENING CRITERIA (ug/L, micrograms per liter)

PARAMETER	GCTL	NADC
B - BENZENE	1	100
T - TOLUENE	40	400
E - ETHYLBENZENE	30	300
X - XYLENES (TOTAL)	20	200

- NOTES:
- GCTL = GROUNDWATER CLEANUP TARGET LEVEL, CHAPTER 62-777, FLORIDA ADMINISTRATIVE CODE (F.A.C.)
 - NADC = NATURAL ATTENUATION DEFAULT CONCENTRATION, CHAPTER 62-777 F.A.C.
 - BOLD RED** = CONCENTRATIONS EXCEED GCTL
 - BOLD BLUE** = CONCENTRATIONS EXCEED NADC
 - U = ANALYTE WAS DETECTED. REPORTED VALUES ARE BELOW THE LABORATORY METHOD DETECTION LIMIT (MDL)
 - I = REPORTED VALUES ARE BETWEEN THE MDL AND PRACTICAL QUANTITATION LIMIT (PQL)
 - ANALYTICAL RESULTS FROM 7/23/18 OR 8/16/18

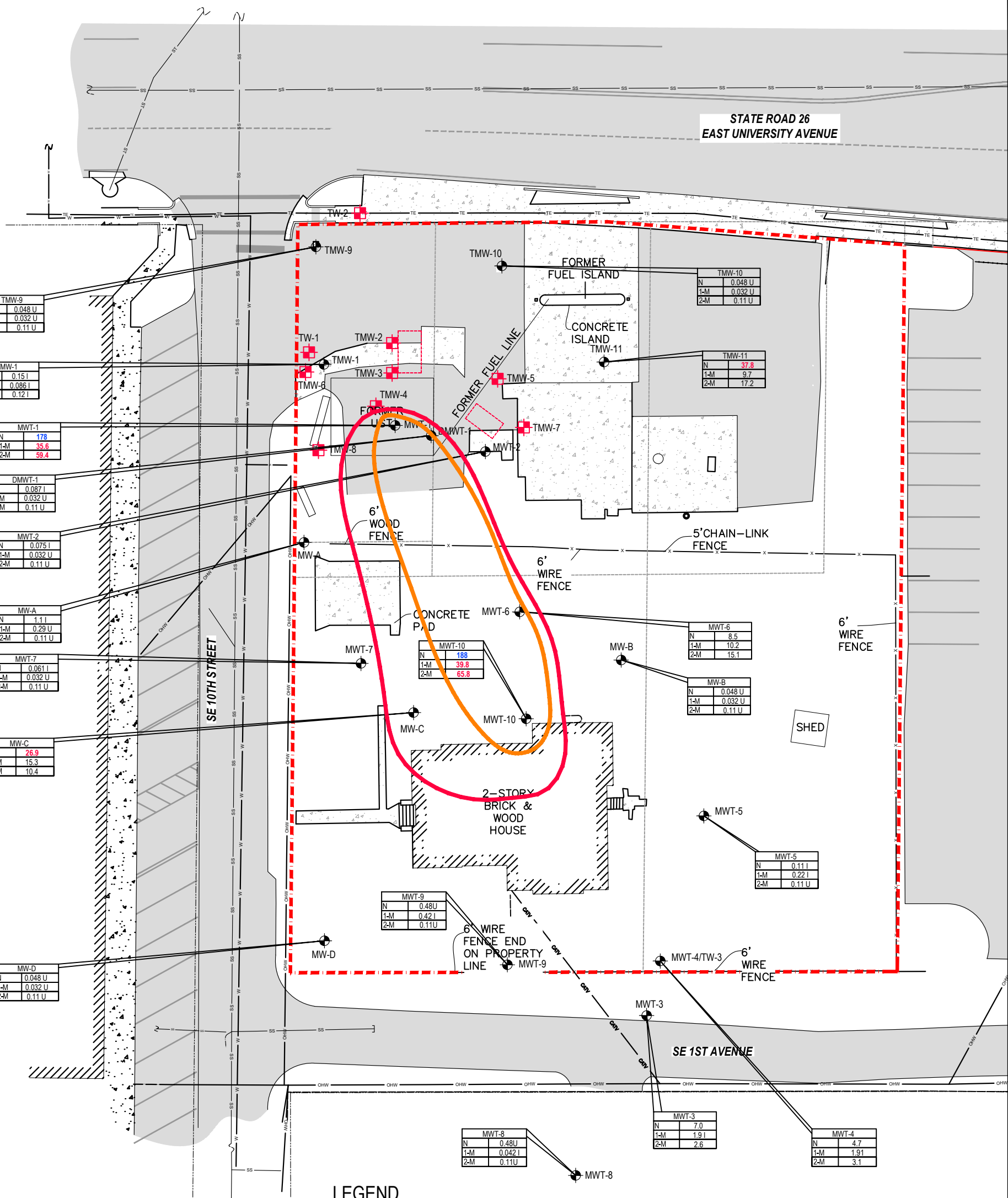


Project Mngr:	DMC	Project No.	H4187285
Drawn By:	RLW	Scale:	AS SHOWN
Checked By:	DMC	File No.	H4187285-2
Approved By:	SDG	Date:	AUG. 2018

Terracon
 Consulting Engineers and Scientists
 5463 W. Waters Ave., Ste 830 Tampa, Florida
 PH. (813) 221-0050 FAX. (813) 221-0051

GROUNDWATER ANALYTICAL RESULTS PAHs
 SAR/RAP
 FORMER SWIFTY MART #634
 1007 EAST UNIVERSITY AVENUE
 GAINESVILLE, ALACHUA COUNTY, FLORIDA
 FDEP FACILITY ID NO: 01 8500083

EXHIBIT
7



LEGEND

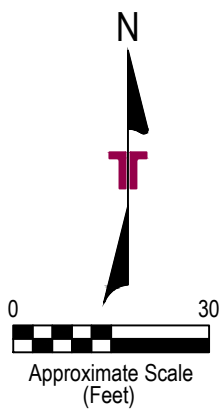
- SITE BOUNDARY
- OVERHEAD WIRE
- OVERHEAD CABLE
- TELEVISION
- SANITARY SEWER LINE
- WATER
- TELEPHONE LINE
- FENCE
- GEOVIEW LOCATION OF SUSPECTED UST
- NAPHTHALENE GCTL CONTOUR
- 1-METHYLNAPHTHALENE, 2-METHYLNAPHTHALENE GCTL CONTOUR

- TMW-1 APPROXIMATE MONITORING WELL LOCATION
- APPROXIMATE DESTROYED / MONITORING WELL LOCATION

SCREENING CRITERIA (ug/L, micrograms per liter)

PARAMETER	GCTL	NADC
B - BENZENE	1	100
T - TOLUENE	40	400
E - ETHYLBENZENE	30	300
X - XYLENES (TOTAL)	20	200

- NOTES:
- GCTL = GROUNDWATER CLEANUP TARGET LEVEL, CHAPTER 62-777, FLORIDA ADMINISTRATIVE CODE (F.A.C.)
 - NADC = NATURAL ATTENUATION DEFAULT CONCENTRATION, CHAPTER 62-777 F.A.C.
 - BOLD RED** = CONCENTRATIONS EXCEED GCTL
 - BOLD BLUE** = CONCENTRATIONS EXCEED NADC
 - U = ANALYTE WAS DETECTED. REPORTED VALUES ARE BELOW THE LABORATORY METHOD DETECTION LIMIT (MDL)
 - I = REPORTED VALUES ARE BETWEEN THE MDL AND PRACTICAL QUANTITATION LIMIT (PQL)
 - ANALYTICAL RESULTS FROM 7/23/18 OR 8/16/18

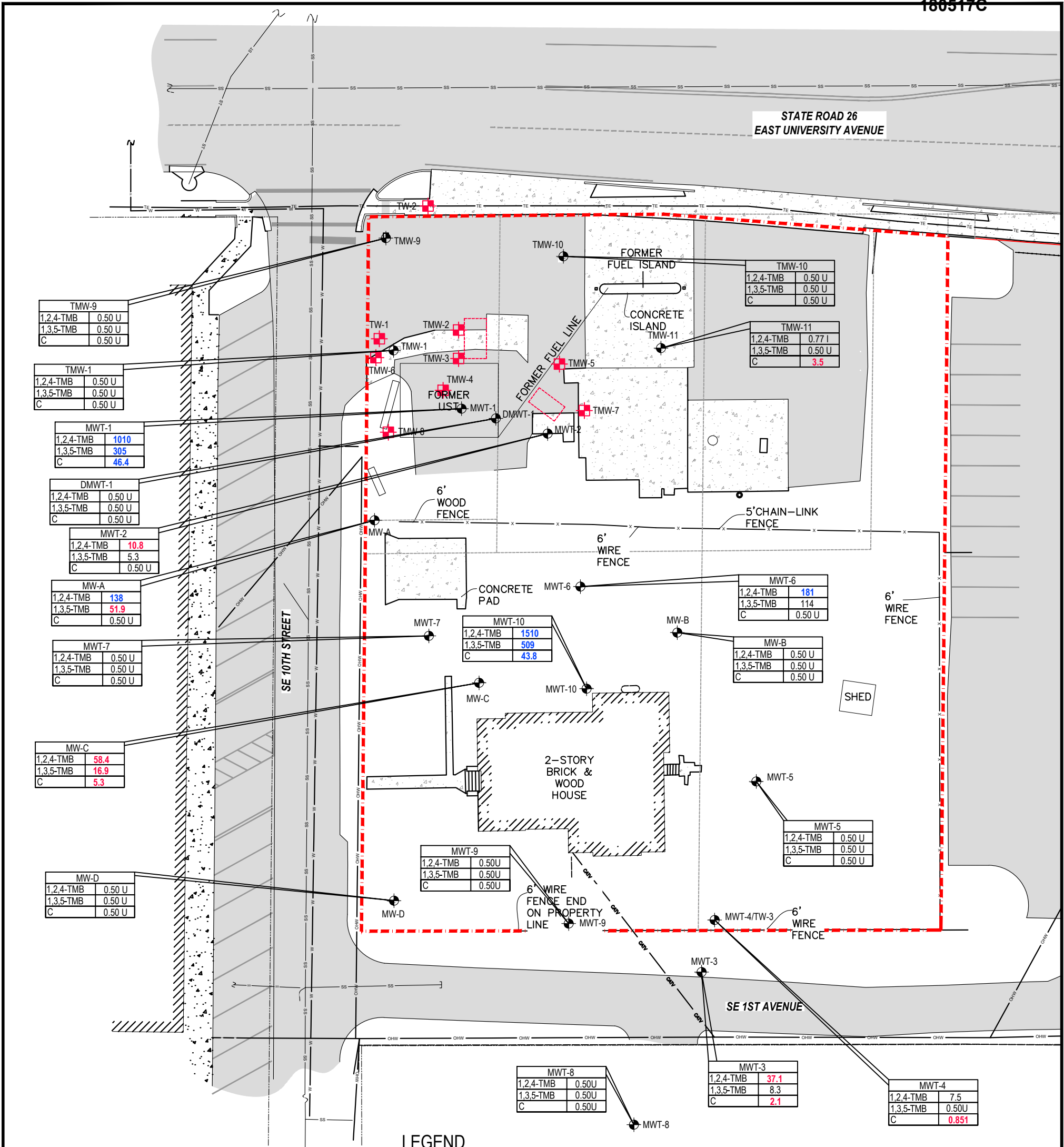


Project Mngr:	DMC	Project No.	H4187285
Drawn By:	RLW	Scale:	AS SHOWN
Checked By:	DMC	File No.	H4187285-2
Approved By:	SDG	Date:	AUG. 2018

Terracon
 Consulting Engineers and Scientists
 5463 W. Waters Ave., Ste 830 Tampa, Florida
 PH. (813) 221-0050 FAX. (813) 221-0051

GROUNDWATER ISOCONCENTRATION CONTOUR RESULTS PAHs
 SAR/RAP
 FORMER SWIFTY MART #634
 1007 EAST UNIVERSITY AVENUE
 GAINESVILLE, ALACHUA COUNTY, FLORIDA
 FDEP FACILITY ID NO: 01 8500083

EXHIBIT
7A



LEGEND

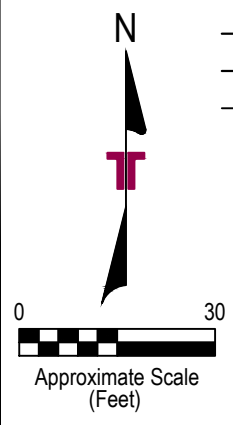
- SITE BOUNDARY
- OVERHEAD WIRE
- OVERHEAD CABLE
- TELEVISION
- SANITARY SEWER LINE
- WATER
- TELEPHONE LINE
- FENCE
- GEOVIEW LOCATION OF SUSPECTED UST

- TMW-1 APPROXIMATE MONITORING WELL LOCATION
- APPROXIMATE DESTROYED / MONITORING WELL LOCATION

SCREENING CRITERIA (ug/L, micrograms per liter)

PARAMETER	GCTL	NADC
B - BENZENE	1	100
T - TOLUENE	40	400
E - ETHYLBENZENE	30	300
X - XYLENES (TOTAL)	20	200

- NOTES:
- GCTL = GROUNDWATER CLEANUP TARGET LEVEL, CHAPTER 62-777, FLORIDA ADMINISTRATIVE CODE (F.A.C.)
 - NADC = NATURAL ATTENUATION DEFAULT CONCENTRATION, CHAPTER 62-777 F.A.C.
 - BOLD RED** = CONCENTRATIONS EXCEED GCTL
 - BOLD BLUE** = CONCENTRATIONS EXCEED NADC
 - U = ANALYTE WAS DETECTED. REPORTED VALUES ARE BELOW THE LABORATORY METHOD DETECTION LIMIT (MDL)
 - I = REPORTED VALUES ARE BETWEEN THE MDL AND PRACTICAL QUANTITATION LIMIT (PQL)
 - ANALYTICAL RESULTS FROM 7/23/18 OR 8/16/18

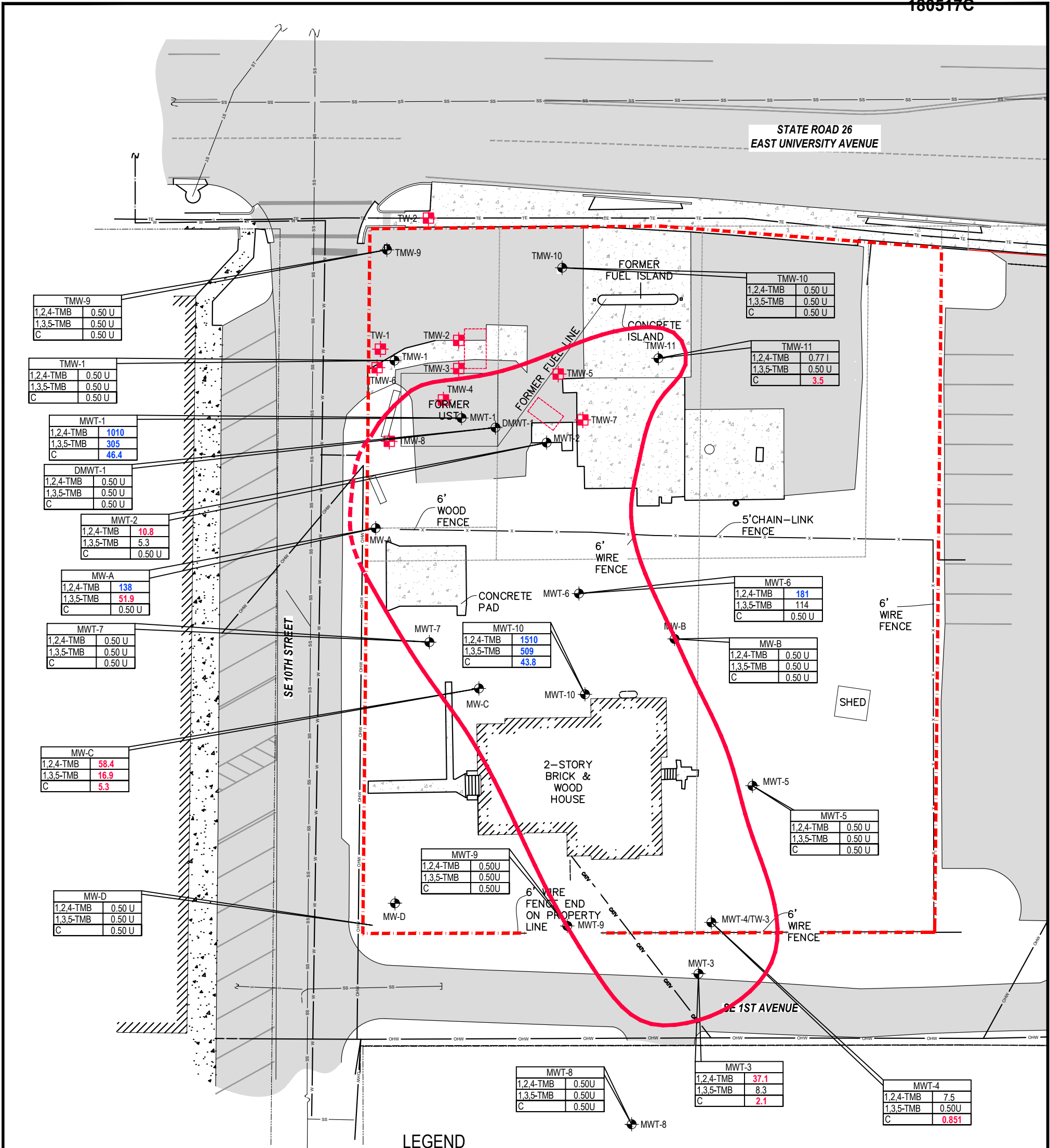


Project Mngr:	DMC	Project No.	H4187285
Drawn By:	RLW	Scale:	AS SHOWN
Checked By:	DMC	File No.	H4187285-2
Approved By:	SDG	Date:	AUG. 2018

Terracon
 Consulting Engineers and Scientists
 5463 W. Waters Ave., Ste 830 Tampa, Florida
 PH. (813) 221-0050 FAX. (813) 221-0051

GROUNDWATER ANALYTICAL RESULTS TMB(S) AND CUMENE
 SAR/RAP
 FORMER SWIFTY MART #634
 1007 EAST UNIVERSITY AVENUE
 GAINESVILLE, ALACHUA COUNTY, FLORIDA
 FDEP FACILITY ID NO: 01 8500083

EXHIBIT
8



LEGEND

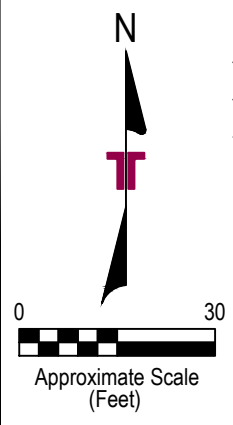
- SITE BOUNDARY
- OVERHEAD WIRE
- OVERHEAD CABLE
- TELEVISION
- SANITARY SEWER LINE
- WATER
- TELEPHONE LINE
- FENCE
- GEOVIEW LOCATION OF SUSPECTED UST
- TMB(s) AND CUMENE GCTL ISOCONCENTRATION CONTOUR DASHED WHERE INFERRED

- TMW-1 APPROXIMATE MONITORING WELL LOCATION
- APPROXIMATE DESTROYED / MONITORING WELL LOCATION

SCREENING CRITERIA (ug/L, micrograms per liter)

PARAMETER	GCTL	NADC
B - BENZENE	1	100
T - TOLUENE	40	400
E - ETHYLBENZENE	30	300
X - XYLENES (TOTAL)	20	200

- NOTES:
- GCTL = GROUNDWATER CLEANUP TARGET LEVEL, CHAPTER 62-777, FLORIDA ADMINISTRATIVE CODE (F.A.C.)
 - NADC = NATURAL ATTENUATION DEFAULT CONCENTRATION, CHAPTER 62-777 F.A.C.
 - BOLD RED** = CONCENTRATIONS EXCEED GCTL
 - BOLD BLUE** = CONCENTRATIONS EXCEED NADC
 - U = ANALYTE WAS DETECTED. REPORTED VALUES ARE BELOW THE LABORATORY METHOD DETECTION LIMIT (MDL)
 - I = REPORTED VALUES ARE BETWEEN THE MDL AND PRACTICAL QUANTITATION LIMIT (PQL)
 - ANALYTICAL RESULTS FROM 7/23/18 OR 8/16/18

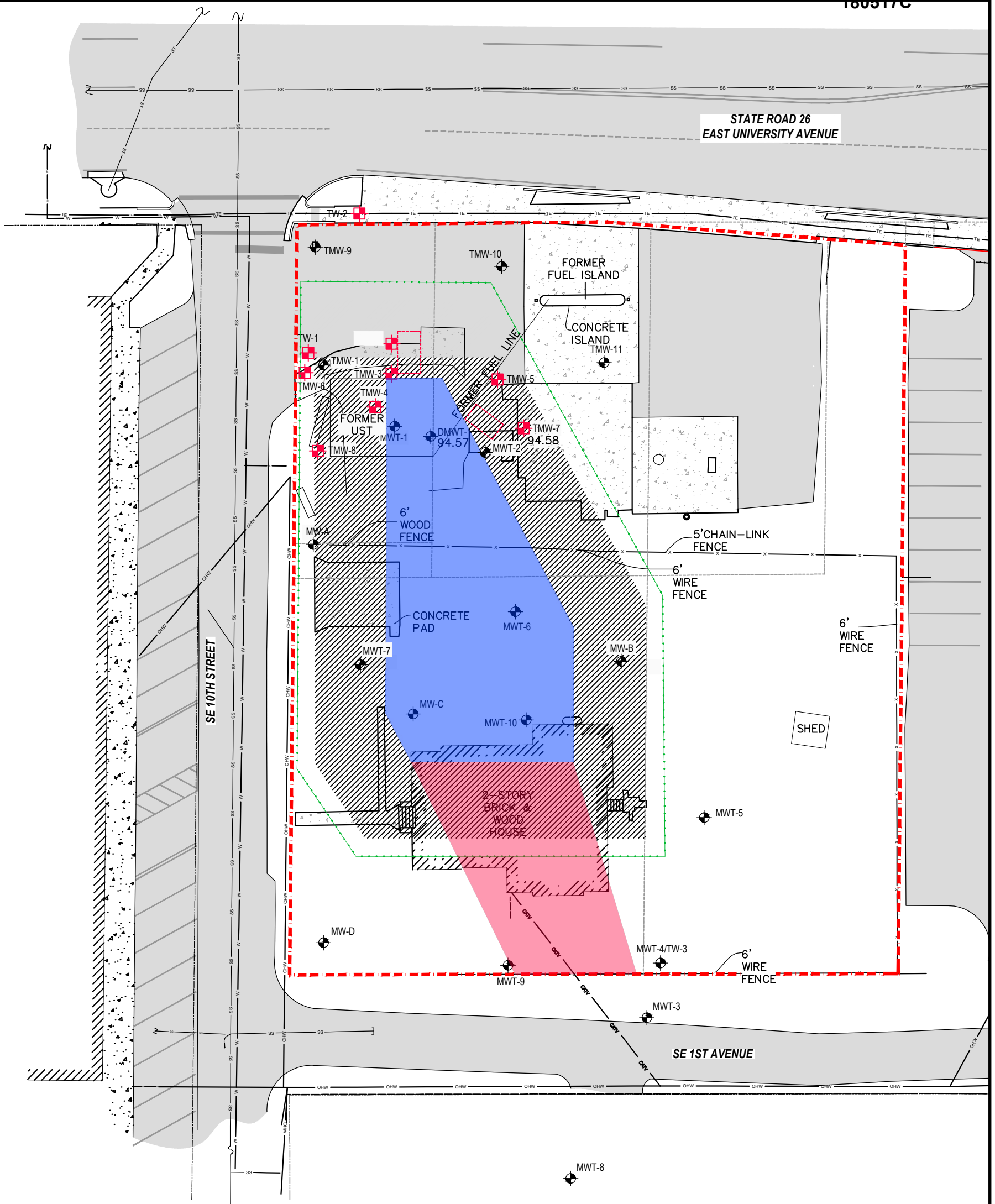


Project Mngn:	DMC	Project No.	H4187285
Drawn By:	RLW	Scale:	AS SHOWN
Checked By:	DMC	File No.	H4187285-2
Approved By:	SDG	Date:	AUG. 2018

Terracon
 Consulting Engineers and Scientists
 5463 W. Waters Ave., Ste 830 Tampa, Florida
 PH. (813) 221-0050 FAX. (813) 221-0051

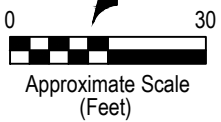
GROUNDWATER ISOCONCENTRATION CONTOUR TMB(s) AND CUMENE
 SAR/RAP
 FORMER SWIFTY MART #634
 1007 EAST UNIVERSITY AVENUE
 GAINESVILLE, ALACHUA COUNTY, FLORIDA
 FDEP FACILITY ID NO: 01 8500083

EXHIBIT
8A



LEGEND

- - - - - SITE BOUNDARY
- — — — — OVERHEAD WIRE
- — — — — OVERHEAD CABLE
- — — — — SANITARY SEWER LINE
- — — — — WATER
- — — — — TELEPHONE LINE
- — — — — FENCE
- - - - - GEOVIEW LOCATION OF SUSPECTED UST
- TMW-1 APPROXIMATE MONITORING WELL LOCATION
- APPROXIMATE DESTROYED / MONITORING WELL LOCATION
- SOIL EXCAVATION AREA
- ▨ 1:1.5 FEET EXCAVATION SLOPE
- PEROYCHEM SOIL MIXING AREA
- - - - - PROPOSED DEWATERING POINTS (8 FEET CENTER)



Project Mngr:	DMC
Drawn By:	RLW
Checked By:	DMC
Approved By:	SDG

Project No.	H4187285
Scale:	AS SHOWN
File No.	H4187285-2
Date:	AUG. 2018

Terracon
Consulting Engineers and Scientists
5463 W. Waters Ave., Ste 830 Tampa, Florida
PH. (813) 221-0050 FAX. (813) 221-0051

PROPOSED REMEDIAL ACTION
SAR/RAP
FORMER SWIFTY MART #634
1007 EAST UNIVERSITY AVENUE
GAINESVILLE, ALACHUA COUNTY, FLORIDA
FDEP FACILITY ID NO: 01 8500083

Appendix B

Tables

TABLE 4: GROUNDWATER MONITORING WELL ANALYTICAL SUMMARY – VOCs, TRPH and Lead

Facility Name: Former Swifty Mart #634 Facility ID: 01 8500083

Sample		EPA Method 8260						FL-PRO	Metals	
Location	Sample Date	Benzene (µg/L)	Toluene (µg/L)	Ethylbenzene (µg/L)	Total Xylenes (µg/L)	Isopropylbenzene (µg/L)	1,2,4-Trimethylbenzene (µg/L)	1,3,5-Trimethylbenzene (µg/L)	TRPH (µg/L)	Lead (µg/L)
GCTLs		1	40	30	20	0.8	10	10	5000	5000
NADCs		100	400	300	200	8	100	100	50000	50000
	12/10/2012	0.32 I	98	1,150	3,350	117	2,300	673	17,800	
TMW-1	7/23/2018	0.10 U	0.50 U	0.50 U	1.5 U	0.50 U	0.50 U	0.50 U	830 U	4.6 U
TMW-2	12/10/2012	0.11 I	24.3	693	3350	35	1700	476	17,200	
		Destroyed								
TMW-3	12/10/2012	0.10 U	0.89 I	1,130	413	155	1,500	611	13,800	
		Destroyed								
TMW-4	12/10/2012	2.7	371	2,070	7470	152	2440	675	28,200	
		Destroyed								
TMW-5	12/10/2012	0.10 U	0.5	67	77	12	370	100	3,400	
		Destroyed								
TMW-6	4/10/2013	0.50 U	0.51 U	0.44 U	1.1 U	2.0	0.86 U	0.54 U	380 U	
		Destroyed								
TMW-7	4/10/2013	2.1	100	450	1260	22	1400	850	6,600	
		Destroyed								
TMW-8	4/10/2013	0.74 I	120	680	3580	84	3400	1400	12,000	
		Destroyed								
TMW-9	4/10/2013	0.50 U	0.51 U	0.44 U	1.1 U	0.19 U	0.86 U	0.54 U	380 U	
	07/23/2018	0.10 U	0.50 U	0.50 U	1.5 U	0.50 U	0.50 U	0.50 U	830 U	4.6 U
TMW-10	4/10/2013	0.50 U	0.51 U	0.44 U	1.1 U	0.19 U	0.86 U	0.54 U	380 U	
	07/23/2018	0.10 U	0.50 U	0.50 U	1.5 U	0.50 U	0.50 U	0.50 U	800 U	4.6 U
TMW-11	4/10/2013	0.50 U	0.51 U	0.44 U	1.1 U	0.19 U	0.86 U	0.54 U	380 U	
	07/23/2018	0.10 U	0.50 U	15.3	1.5 U	3.5	0.77 I	0.50 U	800 U	4.6 U
MW-A	1/17/2014	0.71 U	22.00	66	400	3	420	200	2,700	
	07/23/2018	0.10 U	6.1	33.6	292	0.50 U	138	51.9	780 U	4.6 U

TABLE 4: GROUNDWATER MONITORING WELL ANALYTICAL SUMMARY – VOCs, TRPH and Lead

Facility Name: Former Swifty Mart #634 Facility ID: 01 8500083

Sample		EPA Method 8260						FL-PRO	Metals	
Location	Sample Date	Benzene (µg/L)	Toluene (µg/L)	Ethylbenzene (µg/L)	Total Xylenes (µg/L)	Isopropylbenzene (µg/L)	1,2,4-Trimethylbenzene (µg/L)	1,3,5-Trimethylbenzene (µg/L)	TRPH (µg/L)	Lead (µg/L)
GCTLs		1	40	30	20	0.8	10	10	5000	5000
NADCs		100	400	300	200	8	100	100	50000	50000
MW-B	1/17/2014	0.71 U	0.72 U	16	1.3 U	4	9.50	2.20	700	
	07/23/2018	0.10 U	0.50 U	0.50 U	1.5 U	0.50 U	0.50 U	0.50 U	780 U	4.6 U
MW-C	1/17/2014	4.5	15.00	330	260	28	180	120	3900	
	07/23/2018	0.10 U	0.50 U	0.50 U	1.5 U	0.50 U	0.50 U	0.50 U	800 U	4.6 U
	8/16/2018	8.4	25.0	52.3	91.8	5.3	58.4	16.9	950 I	4.6 U
MW-D	1/17/2014	0.71 U	0.72 U	0.69 U	1.3 U	0.67 U	0.69 U	0.58 U	100 U	
	07/23/2018	0.10 U	0.50 U	0.50 U	1.5 U	0.50 U	0.50 U	0.50 U	780 U	4.6 U
TW-1	3/23/2017	0.71 U	0.72 U	0.69 U	1.3 U	0.67 U	0.69 U	0.58 U	100 U	2.8 U
		Destroyed								
TW-2	3/23/2017	0.71 U	0.72 U	0.69 U	1.3 U	0.67 U	0.69 U	0.58 U	100 U	2.8 U
		Destroyed								
TW-3	3/23/2017	28	15	190	91	22	170	54	1600	2.8 U
(MWT-4)		Destroyed								
TW-4	4/13/2017	0.71 U	0.72 U	0.69 U	1.3 U	0.67 U	0.69 U	0.58 U	100 U	3.8 U
(Offsite-ABC)		Destroyed								
TW-5	4/13/2017	0.71 U	0.72 U	0.69 U	1.3 U	0.67 U	0.69 U	0.58 U	100 U	3.8 U
(Offsite-ABC)		Destroyed								
MWT-1	07/23/2018	0.10 U	0.50 U	277	425	46.4	1010	305	1800	4.6 U
MWT-2	07/23/2018	0.10 U	0.50 U	0.57 I	1.9 I	0.50 U	10.8	5.3	810 U	4.6 U
MWT-3	07/23/2018	9.3	3.8	31.6	23.5	2.1	37.1	8.3	790 U	4.6 U
(ROW)										
MWT-4	07/23/2018	3	0.50 U	10.7	1.5 U	1.5	7.6	0.83 I	770 U	4.6 U
(TW-3)	8/16/2018	1.3	0.50 U	4.9	1.5 U	0.85 I	7.5	0.50 U	770 U	4.6 U

TABLE 4: GROUNDWATER MONITORING WELL ANALYTICAL SUMMARY – VOCs, TRPH and Lead

Facility Name: Former Swifty Mart #634 Facility ID: 01 8500083

Sample		EPA Method 8260						FL-PRO	Metals	
Location	Sample Date	Benzene (µg/L)	Toluene (µg/L)	Ethyl-benzene (µg/L)	Total Xylenes (µg/L)	Isopropyl-benzene (µg/L)	1,2,4-Trimethyl-benzene (µg/L)	1,3,5-Trimethyl-benzene (µg/L)	TRPH (µg/L)	Lead (µg/L)
GCTLs		1	40	30	20	0.8	10	10	5000	5000
NADCs		100	400	300	200	8	100	100	50000	50000
MWT-5	07/23/2018	0.10 U	0.50 U	0.50 U	1.5 U	0.50 U	0.50 U	0.50 U	780 U	4.6 U
MWT-6	07/23/2018	0.10 U	7.2	3.5	138	0.50 U	181	114	820 U	30.4
MWT-7	07/23/2018	0.10 U	0.50 U	0.50 U	1.5 U	0.50 U	0.50 U	0.50 U	800 U	4.6 U
MWT-8	8/16/2018	0.10 U	0.50 U	0.50 U	1.5 U	0.50 U	0.50 U	0.50 U	780 U	4.6 U
(Alcorn Property)										
MWT-9	8/16/2018	0.10 U	0.50 U	0.50 U	1.5 U	0.50 U	0.50 U	0.50 U	760 U	NA
MWT-10	8/16/2018	41.4	309	455	2700	43.8	1510	509	5900	8.4 l
DMWT-1	07/23/2018	0.10 U	0.50 U	0.50 U	1.5 U	0.50 U	0.50 U	0.50 U	770 U	4.6 U

Notes: µg/L micrograms per liter
 GCTLs Groundwater Cleanup Target Levels specified in Table I of Chapter 62-777, F.A.C.
 NADCs Natural Attenuation Default Source Concentrations specified in Table V of Chapter 62-777, F.A.C.
 I The reported value is between laboratory method detection limit and the practical quantitation limit
 U Indicates that the compound was analyzed for but not detected
Bold Red Exceeds GCTL listed in Table I of Chapter 62-777, F.A.C
Bold Blue Exceeds NADC listed in Table V of Chapter 62-777, F.A.C
 TMW-1 thru TMW-11 Monitoring wells installed by PM Environmental
 MW-A thru MW-D Monitoring wells installed by KCI Environmental
 TW-1 thru TW-5 Monitoring wells installed by Native Geosciences, Inc.

TABLE 5: GROUNDWATER MONITORING WELL ANALYTICAL SUMMARY – PAHs

Facility Name: Former Swifty Mart #634

Facility ID:

01 8500083

Sample		EPA Method 8270									
Location	Date	Naphthalene (µg/L)	1-Methylnaphthalene (µg/L)	2-Methylnaphthalene (µg/L)	Acenaphthene (µg/L)	Anthracene (µg/L)	Fluoranthene (µg/L)	Fluorene (µg/L)	Phenanthrene (µg/L)	Benzo (a) pyrene (µg/L)	Chrysene (µg/L)
GCTLs		14	28	28	20	2,100	280	280	210	0.2	4.8
NADCs		140	280	280	200	21,000	2,800	2,800	2,100	20	480
	12/10/2012	360	92.6	183	0.49 I	0.040 I	0.10 I	0.26 I	0.22 I	0.034 I	0.026 I
TMW-1	7/23/2018	0.15 I	0.086 I	0.12 I	0.040 U	0.043 U	0.018 U	0.088 U	0.16 U	0.074 U	0.026 U
TMW-2	12/10/2012	335	65.6	123	0.33 I	0.022 I	0.012 U	0.18 I	0.11 I	0.021 U	0.014 U
		Destroyed									
TMW-3	12/10/2012	662	186	337	0.91 I	0.055 I	0.011 U	0.53 I	0.45 I	0.021 U	0.014 U
		Destroyed									
TMW-4	12/10/2012	473	64	138	0.27 I	0.018 U	0.011 U	0.010 U	0.21 I	0.021 U	0.014 U
		Destroyed									
TMW-5	12/10/2012	93	35.4	62	0.23 I	0.018 U	0.011 U	0.011 U	0.015 U	0.021 U	0.014 U
		Destroyed									
TMW-6	4/10/2013	0.6	0.7	0.26	0.040 U	0.040 U	0.040 U	0.078 I	0.040 U	0.025 U	0.025 U
		Destroyed									
TMW-7	4/10/2013	340	160	240	1.1 I	0.40 U	0.64 I	0.95 I	0.64 I	0.025 U	0.25 U
		Destroyed									
TMW-8	4/10/2013	1000	110	200	0.80 U	0.80 U	0.80 U	0.80 U	0.80 U	0.50 U	0.50 U
		Destroyed									
TMW-9	4/10/2013	0.040 U	0.040 U	0.11 I	0.040 U	0.040 U	0.040 U	0.040 U	0.040 U	0.25 U	0.025 U
	7/23/2018	0.048 U	0.032 U	0.11 U	0.040 U	0.043 U	0.018 U	0.088 U	0.16 U	0.074 U	0.026 U
TMW-10	4/10/2013	0.040 U	0.040 U	0.031 U	0.040 U	0.040 U	0.040 U	0.040 U	0.040 U	0.15 I	
	7/23/2018	0.048 U	0.032 U	0.11 U	0.040 U	0.043 U	0.018 U	0.088 U	0.16 U	0.074 U	0.026 U
TMW-11	4/10/2013	0.44	0.040 U	0.16 I	0.040 U	0.040 U	0.040 U	0.040 U	0.094 I	0.025 U	0.025 U
	7/23/2018	37.8	9.7	17.2	0.051 I	0.043 U	0.018 U	0.088 U	0.16 U	0.074 U	0.026 U

TABLE 5: GROUNDWATER MONITORING WELL ANALYTICAL SUMMARY – PAHs

Facility Name: Former Swifty Mart #634

Facility ID:

01 8500083

Sample		EPA Method 8270									
Location	Date	Naphthalene (µg/L)	1-Methylnaphthalene (µg/L)	2-Methylnaphthalene (µg/L)	Acenaphthene (µg/L)	Anthracene (µg/L)	Fluoranthene (µg/L)	Fluorene (µg/L)	Phenanthrene (µg/L)	Benzo (a) pyrene (µg/L)	Chrysene (µg/L)
GCTLs		14	28	28	20	2,100	280	280	210	0.2	4.8
NADCs		140	280	280	200	21,000	2,800	2,800	2,100	20	480
MW-A	1/17/2014	100 V	53	55	0.62	0.036 U	0.051 U	0.25	0.21	0.043 U	0.051 U
	7/23/2018	1.1 I	0.29 I	0.11 U	0.040 U	0.043 U	0.018 U	0.088 U	0.16 U	0.074 U	0.026 U
MW-B	1/17/2014	39 V	20	5.6	0.18	0.036 U	0.051 U	0.10	0.10	0.043 U	0.051 U
	7/23/2018	0.048 U	0.032 U	0.11 U	0.040 U	0.043 U	0.018 U	0.088 U	0.16 U	0.074 U	0.026 U
MW-C	1/17/2014	300	64	86	0.44	0.036 U	0.051 U	0.24	0.12	0.043 U	0.051 U
	7/23/2018	0.067 I	0.032 U	0.11 U	0.040 U	0.043 U	0.018 U	0.088 U	0.16 U	0.074 U	0.026 U
	8/16/2018	26.9	15.3	10.4	0.13 I	0.043 U	0.018 U	0.088 U	0.16 U	0.074 U	0.026 U
MW-D	1/17/2014	0.035 U	0.047 U	0.044 U	0.037 U	0.036 U	0.051 U	0.038 U	0.039 U	0.043 U	0.051 U
	7/23/2018	0.048 U	0.032 U	0.11 U	0.040 U	0.043 U	0.018 U	0.088 U	0.16 U	0.074 U	0.026 U
TW-1	3/23/2017	0.035 U	0.047 U	0.044 U	0.037 U	0.036 U	0.051 U	0.038 U	0.039 U	0.043 U	0.051 U
		Destroyed									
TW-2	3/23/2017	0.035 U	0.047 U	0.044 U	0.037 U	0.036 U	0.051 U	0.038 U	0.039 U	0.043 U	0.051 U
		Destroyed									
TW-3	3/23/2017	180	48	70	0.22	0.036 U	0.051 U	0.13	0.046 I	0.043 U	0.051 U
		Destroyed									
TW-4	4/13/2017	0.035 U	0.047 U	0.044 U	0.037 U	0.036 U	0.051 U	0.038 U	0.039 U	0.043 U	0.051 U
		Destroyed									
TW-5	4/13/2017	0.035 U	0.047 U	0.044 U	0.037 U	0.036 U	0.051 U	0.038 U	0.039 U	0.043 U	0.051 U
		Destroyed									
MWT-1	07/23/2018	178	35.6	59.4	0.26 I	0.043 U	0.045 I	0.15 I	0.21 I	0.074 U	0.026 U
MWT-2	07/23/2018	0.075 I	0.032 U	0.11 U	0.040 U	0.043 U	0.018 U	0.088 U	0.16 U	0.074 U	0.026 U
MWT-3	07/23/2018	7	1.9 I	2.6	0.040 U	0.043 U	0.018 U	0.088 U	0.16 U	0.074 U	0.026 U

TABLE 5: GROUNDWATER MONITORING WELL ANALYTICAL SUMMARY – PAHs

Facility Name: Former Swifty Mart #634

Facility ID: 01 8500083

Sample		EPA Method 8270									
Location	Date	Naphthalene (µg/L)	1-Methylnaphthalene (µg/L)	2-Methylnaphthalene (µg/L)	Acenaphthene (µg/L)	Anthracene (µg/L)	Fluoranthene (µg/L)	Fluorene (µg/L)	Phenanthrene (µg/L)	Benzo (a) pyrene (µg/L)	Chrysene (µg/L)
GCTLs		14	28	28	20	2,100	280	280	210	0.2	4.8
NADCs		140	280	280	200	21,000	2,800	2,800	2,100	20	480
MWT-4	07/23/2018	7.1	2.8	4.4	0.040 U	0.043 U	0.018 U	0.088 U	0.16 U	0.074 U	0.026 U
	8/16/2018	4.7	1.9 I	3.1	0.040 U	0.043 U	0.018 U	0.088 U	0.16 U	0.074 U	0.026 U
MWT-5	07/23/2018	0.11 I	0.22 I	0.11 U	0.040 U	0.043 U	0.018 U	0.088 U	0.16 U	0.074 U	0.026 U
MWT-6	07/23/2018	8.5	10.2	15.1	0.063 I	0.043 U	0.018 U	0.088 U	0.16 U	0.074 U	0.026 U
MWT-7	07/23/2018	0.061 I	0.032 U	0.11 U	0.040 U	0.043 U	0.018 U	0.088 U	0.16 U	0.074 U	0.026 U
MWT-8	8/16/2018	0.48 U	0.042 I	0.11 U	0.040 U	0.043 U	0.018 U	0.088 U	0.16 U	0.074 U	0.026 U
(Alcorn)											
MWT-9	8/16/2018	0.48 U	0.042 I	0.11 U	0.040 U	0.043 U	0.018 U	0.088 U	0.16 U	0.074 U	0.026 U
MWT-10	8/16/2018	188	39.8	65.8	0.21 I	0.066 I	0.018 U	0.14 I	0.16 U	0.074 U	0.026 U
DMWT-1	07/23/2018	0.087 I	0.032 U	0.11 U	0.040 U	0.043 U	0.018 U	0.088 U	0.16 U	0.074 U	0.026 U

Notes: µg/L micrograms per liter
 GCTLs Groundwater Cleanup Target Levels specified in Table I of Chapter 62-777, F.A.C.
 NADCs Natural Attenuation Default Source Concentrations specified in Table V of Chapter 62-777, F.A.C.
 I The reported value is between laboratory method detection limit and the practical quantitation limit
 U Indicates that the compound was analyzed for but not detected
Bold Red Exceeds GCTL listed in Table I of Chapter 62-777, F.A.C
Bold Blue Exceeds NADC listed in Table V of Chapter 62-777, F.A.C
 TMW-1 thru TMW-11 Monitoring wells installed by PM Environmental
 MW-A thru MW-D Monitoring wells installed by KCI Environmental
 TW-1 thru TW-5 Monitoring wells installed by Native Geosciences, Inc.

Appendix C

Select Year:

The 2018 Florida Statutes

[Title XXVIII](#)
NATURAL RESOURCES; CONSERVATION,
RECLAMATION, AND USE

[Chapter 376](#)
POLLUTANT DISCHARGE PREVENTION
AND REMOVAL

[View Entire
Chapter](#)

376.80 Brownfield program administration process.—

(1) The following general procedures apply to brownfield designations:

(a) The local government with jurisdiction over a proposed brownfield area shall designate such area pursuant to this section.

(b) For a brownfield area designation proposed by:

1. The jurisdictional local government, the designation criteria under paragraph (2)(a) apply, except if the local government proposes to designate as a brownfield area a specified redevelopment area as provided in paragraph (2)(b).

2. Any person, other than a governmental entity, including, but not limited to, individuals, corporations, partnerships, limited liability companies, community-based organizations, or not-for-profit corporations, the designation criteria under paragraph (2)(c) apply.

(c) Except as otherwise provided, the following provisions apply to all proposed brownfield area designations:

1. Notification to department following adoption.—A local government with jurisdiction over the brownfield area must notify the department, and, if applicable, the local pollution control program under s. [403.182](#), of its decision to designate a brownfield area for rehabilitation for the purposes of ss. [376.77-376.86](#). The notification must include a resolution adopted by the local government body. The local government shall notify the department, and, if applicable, the local pollution control program under s. [403.182](#), of the designation within 30 days after adoption of the resolution.

2. Resolution adoption.—The brownfield area designation must be carried out by a resolution adopted by the jurisdictional local government, which includes a map adequate to clearly delineate exactly which parcels are to be included in the brownfield area or alternatively a less-detailed map accompanied by a detailed legal description of the brownfield area. For municipalities, the governing body shall adopt the resolution in accordance with the procedures outlined in s. [166.041](#), except that the procedures for the public hearings on the proposed resolution must be in the form established in s. [166.041\(3\)\(c\)2](#). For counties, the governing body shall adopt the resolution in accordance with the procedures outlined in s. [125.66](#), except that the procedures for the public hearings on the proposed resolution shall be in the form established in s. [125.66\(4\)\(b\)](#).

3. Right to be removed from proposed brownfield area.—If a property owner within the area proposed for designation by the local government requests in writing to have his or her property removed from the proposed designation, the local government shall grant the request.

4. Notice and public hearing requirements for designation of a proposed brownfield area outside a redevelopment area or by a nongovernmental entity. Compliance with the following provisions is required before designation of a proposed brownfield area under paragraph (2)(a) or paragraph (2)(c):

a. At least one of the required public hearings shall be conducted as closely as is reasonably practicable to the area to be designated to provide an opportunity for public input on the size of the area, the objectives for rehabilitation, job opportunities and economic developments anticipated, neighborhood residents' considerations, and other relevant local concerns.

b. Notice of a public hearing must be made in a newspaper of general circulation in the area, must be made in ethnic newspapers or local community bulletins, must be posted in the affected area, and must be announced at a scheduled meeting of the local governing body before the actual public hearing.

(2)(a) *Local government-proposed brownfield area designation outside specified redevelopment areas.*—If a local government proposes to designate a brownfield area that is outside a community redevelopment area, enterprise zone, empowerment zone, closed military base, or designated brownfield pilot project area, the local government shall provide notice, adopt the resolution, and conduct public hearings pursuant to paragraph (1)(c). At a public hearing to designate the proposed brownfield area, the local government must consider:

1. Whether the brownfield area warrants economic development and has a reasonable potential for such activities;
2. Whether the proposed area to be designated represents a reasonably focused approach and is not overly large in geographic coverage;
3. Whether the area has potential to interest the private sector in participating in rehabilitation; and
4. Whether the area contains sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes.

(b) *Local government-proposed brownfield area designation within specified redevelopment areas.*—Paragraph (a) does not apply to a proposed brownfield area if the local government proposes to designate the brownfield area inside a community redevelopment area, enterprise zone, empowerment zone, closed military base, or designated brownfield pilot project area and the local government complies with paragraph (1)(c).

(c) *Brownfield area designation proposed by persons other than a governmental entity.*—For designation of a brownfield area that is proposed by a person other than the local government, the local government with jurisdiction over the proposed brownfield area shall provide notice and adopt a resolution to designate the brownfield area pursuant to paragraph (1)(c) if, at the public hearing to adopt the resolution, the person establishes all of the following:

1. A person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site.
2. The rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the brownfield site rehabilitation agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement does not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. [420.0004](#) or the creation of recreational areas, conservation areas, or parks.
3. The redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permissible use under the applicable local land development regulations.
4. Notice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated pursuant to paragraph (1)(c), and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subparagraph must be posted in the affected area.
5. The person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment of the brownfield site.

(d) *Negotiation of brownfield site rehabilitation agreement.*—The designation of a brownfield area and the identification of a person responsible for brownfield site rehabilitation simply entitles the identified person to negotiate a brownfield site rehabilitation agreement with the department or approved local pollution control program.

(3) When there is a person responsible for brownfield site rehabilitation, the local government must notify the department of the identity of that person. If the agency or person who will be responsible for the coordination

changes during the approval process specified in subsections (4), (5), and (6), the department or the affected approved local pollution control program must notify the affected local government when the change occurs.

(4) Local governments or persons responsible for rehabilitation and redevelopment of brownfield areas must establish an advisory committee or use an existing advisory committee that has formally expressed its intent to address redevelopment of the specific brownfield area for the purpose of improving public participation and receiving public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice. Such advisory committee should include residents within or adjacent to the brownfield area, businesses operating within the brownfield area, and others deemed appropriate. The person responsible for brownfield site rehabilitation must notify the advisory committee of the intent to rehabilitate and redevelop the site before executing the brownfield site rehabilitation agreement, and provide the committee with a copy of the draft plan for site rehabilitation which addresses elements required by subsection (5). This includes disclosing potential reuse of the property as well as site rehabilitation activities, if any, to be performed. The advisory committee shall review any proposed redevelopment agreements prepared pursuant to paragraph (5)(i) and provide comments, if appropriate, to the board of the local government with jurisdiction over the brownfield area. The advisory committee must receive a copy of the executed brownfield site rehabilitation agreement. When the person responsible for brownfield site rehabilitation submits a site assessment report or the technical document containing the proposed course of action following site assessment to the department or the local pollution control program for review, the person responsible for brownfield site rehabilitation must hold a meeting or attend a regularly scheduled meeting to inform the advisory committee of the findings and recommendations in the site assessment report or the technical document containing the proposed course of action following site assessment.

(5) The person responsible for brownfield site rehabilitation must enter into a brownfield site rehabilitation agreement with the department or an approved local pollution control program if actual contamination exists at the brownfield site. The brownfield site rehabilitation agreement must include:

(a) A brownfield site rehabilitation schedule, including milestones for completion of site rehabilitation tasks and submittal of technical reports and rehabilitation plans as agreed upon by the parties to the agreement.

(b) A commitment to conduct site rehabilitation activities under the observation of professional engineers or geologists who are registered in accordance with the requirements of chapter 471 or chapter 492, respectively. Submittals provided by the person responsible for brownfield site rehabilitation must be signed and sealed by a professional engineer registered under chapter 471, or a professional geologist registered under chapter 492, certifying that the submittal and associated work comply with the law and rules of the department and those governing the profession. In addition, upon completion of the approved remedial action, the department shall require a professional engineer registered under chapter 471 or a professional geologist registered under chapter 492 to certify that the corrective action was, to the best of his or her knowledge, completed in substantial conformance with the plans and specifications approved by the department.

(c) A commitment to conduct site rehabilitation in accordance with department quality assurance rules.

(d) A commitment to conduct site rehabilitation consistent with state, federal, and local laws and consistent with the brownfield site contamination cleanup criteria in s. 376.81, including any applicable requirements for risk-based corrective action.

(e) Timeframes for the department's review of technical reports and plans submitted in accordance with the agreement. The department shall make every effort to adhere to established agency goals for reasonable timeframes for review of such documents.

(f) A commitment to secure site access for the department or approved local pollution control program to all brownfield sites within the eligible brownfield area for activities associated with site rehabilitation.

(g) Other provisions that the person responsible for brownfield site rehabilitation and the department agree upon, that are consistent with ss. 376.77-376.86, and that will improve or enhance the brownfield site rehabilitation process.

(h) A commitment to consider appropriate pollution prevention measures and to implement those that the person responsible for brownfield site rehabilitation determines are reasonable and cost-effective, taking into

account the ultimate use or uses of the brownfield site. Such measures may include improved inventory or production controls and procedures for preventing loss, spills, and leaks of hazardous waste and materials, and include goals for the reduction of releases of toxic materials.

(i) Certification that the person responsible for brownfield site rehabilitation has consulted with the local government with jurisdiction over the brownfield area about the proposed redevelopment of the brownfield site, that the local government is in agreement with or approves the proposed redevelopment, and that the proposed redevelopment complies with applicable laws and requirements for such redevelopment. Certification shall be accomplished by referencing or providing a legally recorded or officially approved land use or site plan, a development order or approval, a building permit, or a similar official document issued by the local government that reflects the local government's approval of proposed redevelopment of the brownfield site; providing a copy of the local government resolution designating the brownfield area that contains the proposed redevelopment of the brownfield site; or providing a letter from the local government that describes the proposed redevelopment of the brownfield site and expresses the local government's agreement with or approval of the proposed redevelopment.

(6) Any contractor performing site rehabilitation program tasks must demonstrate to the department that the contractor:

- (a) Meets all certification and license requirements imposed by law; and
- (b) Will conduct sample collection and analyses pursuant to department rules.

(7) During the cleanup process, if the department or local program fails to complete review of a technical document within the timeframe specified in the brownfield site rehabilitation agreement, the person responsible for brownfield site rehabilitation may proceed to the next site rehabilitation task. However, the person responsible for brownfield site rehabilitation does so at its own risk and may be required by the department or local program to complete additional work on a previous task. Exceptions to this subsection include requests for "no further action," "monitoring only proposals," and feasibility studies, which must be approved prior to implementation.

(8) If the person responsible for brownfield site rehabilitation fails to comply with the brownfield site rehabilitation agreement, the department shall allow 90 days for the person responsible for brownfield site rehabilitation to return to compliance with the provision at issue or to negotiate a modification to the brownfield site rehabilitation agreement with the department for good cause shown. If an imminent hazard exists, the 90-day grace period shall not apply. If the project is not returned to compliance with the brownfield site rehabilitation agreement and a modification cannot be negotiated, the immunity provisions of s. [376.82](#) are revoked.

(9) The department is specifically authorized and encouraged to enter into delegation agreements with local pollution control programs approved under s. [403.182](#) to administer the brownfield program within their jurisdictions, thereby maximizing the integration of this process with the other local development processes needed to facilitate redevelopment of a brownfield area. When determining whether a delegation pursuant to this subsection of all or part of the brownfield program to a local pollution control program is appropriate, the department shall consider the following. The local pollution control program must:

- (a) Have and maintain the administrative organization, staff, and financial and other resources to effectively and efficiently implement and enforce the statutory requirements of the delegated brownfield program; and
- (b) Provide for the enforcement of the requirements of the delegated brownfield program, and for notice and a right to challenge governmental action, by appropriate administrative and judicial process, which shall be specified in the delegation.

The local pollution control program shall not be delegated authority to take action on or to make decisions regarding any brownfield site on land owned by the local government. Any delegation agreement entered into pursuant to this subsection shall contain such terms and conditions necessary to ensure the effective and efficient administration and enforcement of the statutory requirements of the brownfield program as established by the act and the relevant rules and other criteria of the department.

(10) Local governments are encouraged to use the full range of economic and tax incentives available to facilitate and promote the rehabilitation of brownfield areas, to help eliminate the public health and

environmental hazards, and to promote the creation of jobs and economic development in these previously run-down, blighted, and underutilized areas.

(11)(a) The Legislature finds and declares that:

1. Brownfield site rehabilitation and redevelopment can improve the overall health of a community and the quality of life for communities, including for individuals living in such communities.
2. The community health benefits of brownfield site rehabilitation and redevelopment should be better measured in order to achieve the legislative intent as expressed in s. 376.78.
3. There is a need in this state to define and better measure the community health benefits of brownfield site rehabilitation and redevelopment.
4. Funding sources should be established to support efforts by the state and local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, to evaluate the community health benefits of brownfield site rehabilitation and redevelopment.

(b) Local governments may and are encouraged to evaluate the community health benefits and effects of brownfield site rehabilitation and redevelopment in connection with brownfield areas located within their jurisdictions. Factors that may be evaluated and monitored before and after brownfield site rehabilitation and redevelopment include, but are not limited to:

1. Health status, disease distribution, and quality of life measures regarding populations living in or around brownfield sites that have been rehabilitated and redeveloped.
2. Access to primary and other health care or health services for persons living in or around brownfield sites that have been rehabilitated and redeveloped.
3. Any new or increased access to open, green, park, or other recreational spaces that provide recreational opportunities for individuals living in or around brownfield sites that have been rehabilitated and redeveloped.
4. Other factors described in rules adopted by the Department of Environmental Protection or the Department of Health, as applicable.

(c) The Department of Health may and is encouraged to assist local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, in evaluating the community health benefits of brownfield site rehabilitation and redevelopment.

(12) A local government that designates a brownfield area pursuant to this section is not required to use the term “brownfield area” within the name of the brownfield area designated by the local government.

History.—s. 4, ch. 97-277; s. 3, ch. 98-75; s. 11, ch. 2000-317; s. 2, ch. 2004-40; s. 44, ch. 2005-2; s. 7, ch. 2006-291; s. 5, ch. 2008-239; s. 2, ch. 2014-114.

Appendix D

Select Year:

The 2018 Florida Statutes

[Title XXVIII](#)
NATURAL RESOURCES; CONSERVATION,
RECLAMATION, AND USE

[Chapter 376](#)
POLLUTANT DISCHARGE PREVENTION
AND REMOVAL

[View Entire
Chapter](#)

376.79 Definitions relating to Brownfields Redevelopment Act.—As used in ss. [376.77-376.85](#), the term:

- (1) “Additive effects” means a scientific principle that the toxicity that occurs as a result of exposure is the sum of the toxicities of the individual chemicals to which the individual is exposed.
- (2) “Antagonistic effects” means a scientific principle that the toxicity that occurs as a result of exposure is less than the sum of the toxicities of the individual chemicals to which the individual is exposed.
- (3) “Background concentration” means the concentration of contaminants naturally occurring or resulting from anthropogenic impacts unrelated to the discharge of pollutants or hazardous substances at a contaminated site undergoing site rehabilitation.
- (4) “Brownfield sites” means real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination.
- (5) “Brownfield area” means a contiguous area of one or more brownfield sites, some of which may not be contaminated, and which has been designated by a local government by resolution. Such areas may include all or portions of community redevelopment areas, enterprise zones, empowerment zones, other such designated economically deprived communities and areas, and Environmental Protection Agency-designated brownfield pilot projects.
- (6) “Contaminant” means any physical, chemical, biological, or radiological substance present in any medium which may result in adverse effects to human health or the environment or which creates an adverse nuisance, organoleptic, or aesthetic condition in groundwater.
- (7) “Contaminated site” means any contiguous land, sediment, surface water, or groundwater areas that contain contaminants that may be harmful to human health or the environment.
- (8) “Department” means the Department of Environmental Protection.
- (9) “Engineering controls” means modifications to a site to reduce or eliminate the potential for exposure to chemicals of concern from petroleum products, drycleaning solvents, or other contaminants. Such modifications may include, but are not limited to, physical or hydraulic control measures, capping, point of use treatments, or slurry walls.
- (10) “Environmental justice” means the fair treatment of all people of all races, cultures, and incomes with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.
- (11) “Institutional controls” means the restriction on use of or access to a site to eliminate or minimize exposure to chemicals of concern from petroleum products, drycleaning solvents, or other contaminants. Such restrictions may include, but are not limited to, deed restrictions, restrictive covenants, or conservation easements.
- (12) “Local pollution control program” means a local pollution control program that has received delegated authority from the Department of Environmental Protection under ss. [376.80\(9\)](#) and [403.182](#).
- (13) “Long-term natural attenuation” means natural attenuation approved by the department as a site rehabilitation program task for a period of more than 5 years.
- (14) “Natural attenuation” means a verifiable approach to site rehabilitation that allows natural processes to contain the spread of contamination and reduce the concentrations of contaminants in contaminated groundwater

and soil. Natural attenuation processes may include sorption, biodegradation, chemical reactions with subsurface materials, diffusion, dispersion, and volatilization.

(15) “Person responsible for brownfield site rehabilitation” means the individual or entity that is designated by the local government to enter into the brownfield site rehabilitation agreement with the department or an approved local pollution control program and enters into an agreement with the local government for redevelopment of the site.

(16) “Person” means any individual, partner, joint venture, or corporation; any group of the foregoing, organized or united for a business purpose; or any governmental entity.

(17) “Risk reduction” means the lowering or elimination of the level of risk posed to human health or the environment through interim remedial actions, remedial action, or institutional, and if appropriate, engineering controls.

(18) “Secretary” means the secretary of the Department of Environmental Protection.

(19) “Site rehabilitation” means the assessment of site contamination and the remediation activities that reduce the levels of contaminants at a site through accepted treatment methods to meet the cleanup target levels established for that site. For purposes of sites subject to the Resource Conservation and Recovery Act, as amended, the term includes removal, decontamination, and corrective action of releases of hazardous substances.

(20) “Source removal” means the removal of free product, or the removal of contaminants from soil or sediment that has been contaminated to the extent that leaching to groundwater or surface water has occurred or is occurring.

(21) “Synergistic effects” means a scientific principle that the toxicity that occurs as a result of exposure is more than the sum of the toxicities of the individual chemicals to which the individual is exposed.

History.—s. 3, ch. 97-277; s. 2, ch. 98-75; s. 10, ch. 2000-317; s. 1, ch. 2004-40; s. 4, ch. 2008-239; s. 3, ch. 2016-184.

Appendix E



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Commonwealth Boulevard
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

Memorandum

To: Darrin McKeehen, Professional Geologist I
Permitting Program
FDEP Northeast District

THROUGH: Mark Stuckey, Professional Geologist II
District & Business Support Program, DWM

FROM: Michael J. Bland, Professional Geologist II
District & Business Support Program, DWM

SUBJECT: Former Swifty Mart #634
1007 East University Avenue, Gainesville, Alachua County
Site Assessment Report/Remedial Action Plan, dated September 27, 2018
FDEP Facility ID# 018500083
Discharge Date: December 8, 1987

DATE: October 18, 2018

X  10/18/2018

X  10/18/2018

Signed by: Michael Bland

I have completed the review of the Site Assessment Report/Remedial Action Plan, dated September 27, 2018, prepared and submitted by Terracon Consultants, Inc. (TCI), and the Department's file for the above referenced facility.

A geophysical survey identified two suspect underground storage tanks (USTs) west and southwest of the former building foundation.

During several soil assessments conducted at the site, soil contamination above the Department's Soil Cleanup Target Levels (SCTLs) does not appear to be present in the vadose zone.

Groundwater samples were collected from monitoring wells TMW-1, TMW-9, TMW-10, TMW-11, MW-A, MW-B, MW-C, MW-D, MWT-1, MWT-2, MWT-3, MWT-4, MWT-5, MWT-6, MWT-7, and DMWT-1 on July 23, 2018. Groundwater samples were collected from monitoring wells MW-C, MWT-4, MWT-8, MWT-9, and MWT-10 on August 16, 2018. The samples were analyzed for BTEX/MTBE, isopropylbenzene, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, PAHs, TRPH, and lead.

No groundwater contamination above the Department's Groundwater Cleanup Target Levels (GCTLs) was detected in the samples collected from TMW-1, TMW-9, TMW-10, MW-B, MW-D, MWT-5, MWT-7, MWT-8, MWT-9, and DMWT-1

Naphthalene (37.8 µg/l) was detected above the Department's GCTL in the sample collected from TMW-11.

Memo to Darrin McKeehen
Site Assessment Report/Remedial Action Plan, dated September 27, 2018
October 18, 2018
Page 2

Ethylbenzene (33.6 µg/l), total xylenes (292 µg/l), 1,2,4-trimethylbenzene (138 µg/l), and 1,3,5-trimethylbenzene (51.9 µg/l) were detected above the Department's GCTLs in the samples collected from MW-A.

Benzene (8.4 µg/l), ethylbenzene (52.3 µg/l), total xylenes (91.8 µg/l), isopropylbenzene (5.3 µg/l), 1,2,4-trimethylbenzene (58.5 µg/l), 1,3,5-trimethylbenzene (16.9 µg/l), and naphthalene (26.9 µg/l) were detected above the Department's GCTLs in the samples collected from MW-C.

Ethylbenzene (277 µg/l), total xylenes (425 µg/l), isopropylbenzene (46.4 µg/l), 1,2,4-trimethylbenzene (1010 µg/l), 1,3,5-trimethylbenzene (305 µg/l), naphthalene (178 µg/l), 1-methylnaphthalene (35.6 µg/l), and 2-methylnaphthalene (59.4 µg/l) were detected above the Department's GCTLs in the samples collected from MWT-1.

1,2,4-trimethylbenzene (10.8 µg/l) was detected above the Department's GCTL in the sample collected from MWT-2.

Benzene (9.3 µg/l), ethylbenzene (31.6 µg/l), total xylenes (23.5 µg/l), isopropylbenzene (2.1 µg/l), and 1,2,4-trimethylbenzene (37.1 µg/l) were detected above the Department's GCTLs in the samples collected from MWT-3.

1,2,4-trimethylbenzene (0.85I µg/l) was detected above the Department's GCTL in the sample collected from MWT-4.

Total xylenes (138 µg/l), 1,2,4-trimethylbenzene (181 µg/l), 1,3,5-trimethylbenzene (114 µg/l), and lead (30.4 µg/l) were detected above the Department's GCTLs in the samples collected from MWT-6.

Benzene (41.4 µg/l), toluene (309 µg/l), ethylbenzene (455 µg/l), total xylenes (2700 µg/l), isopropylbenzene (43.8 µg/l), 1,2,4-trimethylbenzene (1510 µg/l), 1,3,5-trimethylbenzene (509 µg/l), naphthalene (188 µg/l), 1-methylnaphthalene (39.8 µg/l), 2-methylnaphthalene (65.8 µg/l), and TRPH (5900 µg/l) were detected above the Department's GCTLs in the samples collected from MWT-10.

The proposed remedial strategy appears to be technically sufficient to achieve the proposed cleanup goals.

During post remediation monitoring, MW-A, MW-B, and MW-C should be monitored in addition to MWT-1, MWT-3, and MWT-10.

Based on the groundwater contaminant concentrations in the monitoring wells, the groundwater flow direction appears to be to the southeast. As such, if contaminant concentrations at MWT-3 increase, an additional monitoring well should be installed approximately 45 feet east of MWT-8 to better define and monitor the downgradient extent of groundwater contamination.

If you have any questions, please contact me at (850) 245-8912 or at mike.bland@floridadep.gov.