



On this day, \_\_\_\_\_, December 3, 2018,  
the U.S. Environmental Protection Agency (EPA)  
determines that

***ESCAMBIA WOOD – PENSACOLA SUPERFUND SITE  
IS READY FOR COMMERCIAL AND INDUSTRIAL USE***

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Superfund Division Director  
EPA Region 4

Tim Bahr  
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Florida Department of Environmental Protection

This Ready for Reuse (RfR) Determination is for the Escambia Wood - Pensacola Superfund Site (the Site) located in Pensacola, Escambia County, Florida. The conditions summarized in this RfR Determination are based on EPA documents for the Site, which include the 1997 and 2006 Operable Unit 1 (OU1) Records of Decision (ROD); 1998, 2004 and 2012 Explanations of Significant Difference (ESD) for OU1; the 2008 OU2 ROD and the 2015 Amended ROD for OU2; the 2017 Five-Year Review; the 2012 Operation and Maintenance (O&M) Plan; recorded restrictive covenants for the 70 acres acquired by the EPA; and planned restrictive covenants. This RfR Determination provides that the EPA has made a technical determination that the Site, located in Pensacola, Escambia County, Florida, is ready for commercial and industrial land uses, subject to limitations specified in the recorded restrictive covenants and in the planned restrictive covenants, which are outlined in this RfR Determination. This RfR Determination remains valid unless new information becomes available to suggest that conditions at the Site are no longer protective of human health and the environment. Restrictive covenants are enforceable by the State of Florida (the State). Changes to the land use restrictions may be considered by the State and the EPA in the future. Limitations for the entire area of more than 100 acres include: using the property solely for commercial, industrial or manufacturing purposes and forbidding the use of the property for any temporary or permanent housing of individuals, campgrounds, recreational facilities, and mining or agricultural purposes. Additional land use restrictions for the parcels where the EPA built a containment cell on OU1 include: prohibiting the use of groundwater and the installation of wells; protecting existing surface water and stormwater management systems and requiring State approval prior to the construction of new stormwater and surface water systems; maintaining and protecting the engineered containment cell and soil cover system; preventing action that would disturb the remedy in place at the Site; and following design and construction restrictions for foundations, vegetation, road construction, railroad construction, underground utilities, light pole foundations, site grading, and stormwater drainage control. Future users of the Site are required to provide site access to parties conducting O&M. The Site lies within a Florida groundwater delineated area, which restricts private well installation and use. This RfR Determination is an environmental status report and does not have any legally binding effect, nor does it expressly or implicitly create, expand, or limit any legal rights, obligations, responsibilities, expectations, or benefits of any party. The EPA assumes no responsibility for reuse activities and/or any potential harm that might result from reuse activities. The EPA retains any and all rights it has, including, but not limited to, legal, equitable, or administrative rights. The EPA specifically retains any and all rights and authorities it has to conduct, direct, oversee, and/or require environmental response actions in connection with the Site, including, but not limited to, instances when new or additional information has been discovered regarding the contamination or conditions at the Site that indicate the response and/or the conditions at the Site are no longer protective of human health or the environment for the uses identified in the RfR Determination. The types of uses identified as protective in this RfR Determination remain subject to: (i) applicable federal, state and local regulations, including, but not limited to, zoning ordinances and building codes; and (ii) title documents, including, but not limited to, easements, restrictions, and institutional controls.

**Ready for Reuse Determination  
Escambia Wood – Pensacola Superfund Site**

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## **I. Executive Summary**

This Ready for Reuse (RfR) Determination is for the Escambia Wood - Pensacola Superfund Site (the Site). The Site includes more than 100 acres of land, including the 31-acre former Escambia Wood Treating Company (ETC) facility and about 70 acres of former residential areas. Previous site documents stated the former facility acreage is 26 acres, but a recent survey found the former facility to be 31 acres. The Site has two operable units (OUs). OU1 refers to soils affected by the Site, and OU2 refers to groundwater beneath and downgradient from the Site contaminated by releases from the Site. This RfR Determination focuses on OU1, the soil portion of the Site. The former ETC facility is located at 3910 North Palafox Street in the city of Pensacola, Escambia County, Florida. The former facility borders former residential neighborhoods to the north, Palafox Street to the west, a CSX railroad switchyard to the east, and an abandoned concrete plant and small industrial park to the south.

This RfR Determination is based on limitations and requirements established in the United States Environmental Protection Agency (EPA) remedial decision documents for the Site, including: 1997 and 2006 OU1 Records of Decision (ROD); 1998, 2004 and 2012 Explanations of Significant Difference (ESD) for OU1; the 2008 OU2 ROD and the 2015 Amended ROD for OU2. The RfR Determination also uses information from the 2017 Five-Year Review, the 2012 Operation and Maintenance (O&M) Plan and the recorded restrictive covenants for the 70 acres acquired by the EPA.

The EPA has made a technical determination that the property is ready for commercial and industrial uses, excluding those uses specified in the Site's restrictive covenants. The Site's remedy will remain protective of human health and the environment, subject to O&M of the remedy and the limitations as specified in the RODs and the implemented and planned restrictive covenants.

The land use restrictions for the entire area of more than 100 acres include:

- Using the property solely for commercial, industrial or manufacturing purposes and forbidding the use of the property for any temporary or permanent housing of individuals, campgrounds, recreational facilities, and mining or agricultural purposes.

There are additional land use restrictions for the parcels where the EPA built a containment cell for OU1 soils. The containment cell is located in the Former Rosewood Terrace Neighborhood and on the former ETC facility, as shown in Exhibit 3. The land containing the containment cell requires additional use restrictions:

- Prohibiting the use of groundwater and the installation of wells;
- Protecting existing surface water and stormwater management systems and prohibiting the construction of new stormwater and surface water systems;
- Maintaining and protecting the engineered containment cell and soil cover system;

- Preventing action that would disturb the remedy in place at the Site; and
- Following design and construction restrictions for foundations, vegetation, road construction, railroad construction, underground utilities, light pole foundations, site grading, and stormwater drainage control.

Future users of the Site are required to provide site access to parties conducting O&M as required by the Superfund law. The recorded restrictive covenants in Appendix B provide important details about the generalized list of instructions above. The Site also lies within a Florida groundwater delineated area, which restricts private well installation and use. The State of Florida must ensure adherence to the Final O&M Plan.

The primary goal of the O&M activities outlined in the O&M Plan is to protect the containment cell and liner system during future reuse and redevelopment of the Site. The O&M Plan can be amended by agreement of the EPA and the State. Only the EPA may terminate O&M activities in the O&M Plan. The Florida Department of Environmental Protection (FDEP) is responsible for all O&M activities at the Site. The basic categories of O&M activities are:

- Inspection
- Sampling, monitoring and analysis
- Routine O&M
- Reporting
- Emergency notification procedures
- Health and safety requirements for O&M activities
- Proper use of property and monitoring of institutional controls

Please see Appendix C, the Final 2012 O&M Plan, for important details. The EPA will oversee O&M activities and will coordinate future Five-Year Reviews at the Site. EPA Region 4 issued this Ready for Reuse Determination, effective 12/3/2018, 2018.

By: 

Franklin E. Hill  
Director  
Superfund Division  
Environmental Protection Agency, Region 4

Documents pertaining to the Site and the RfR Determination are part of the Administrative Record for the Site, which is available for public review at the site repository, the West Florida Regional Library at 200 West Gregory Street, Pensacola, Florida 32501. Additional information can be obtained from Erik Spalvins, the Site's EPA Remedial Project Manager (RPM), who can be reached at (404) 562-8938 or [spalvins.erik@epa.gov](mailto:spalvins.erik@epa.gov).

## **II. Site and Parcel Location**

The former Escambia Wood Treating Company facility is located at 3910 North Palafox Street in the City of Pensacola, Escambia County, Florida (Exhibit 1). Bordering the former facility to the north are former residential neighborhoods, to the west is Palafox Street, to the east is a CSX railroad switchyard, and to the south is a former concrete plant and small industrial park. The OU1 portion of the Site totals more than 100 acres, consisting of former neighborhoods, the vacant 31-acre former ETC facility and portions of other properties containing site-related soil contamination. The OU2 portion of the Site consists of the groundwater contaminated by releases at the Site.

The EPA acquired ownership of about 70 acres of residential properties through an interim remedial action that became the National Relocation Pilot Project. In February 2018, the EPA transferred the EPA-acquired property to Escambia County. The EPA and the State of Florida modified their Superfund State Contract to allow the EPA to transfer the property to the County government. The County will redraw the parcels as needed to support future redevelopment. The EPA will support future users, developers and prospective purchasers in clarifying how their parcels relate to this RfR Determination.

Land use and zoning for the properties to the east, west and south of the Site include a variety of commercial and industrial uses. More than 100 commercial and light industrial enterprises are located within one mile of the Site.

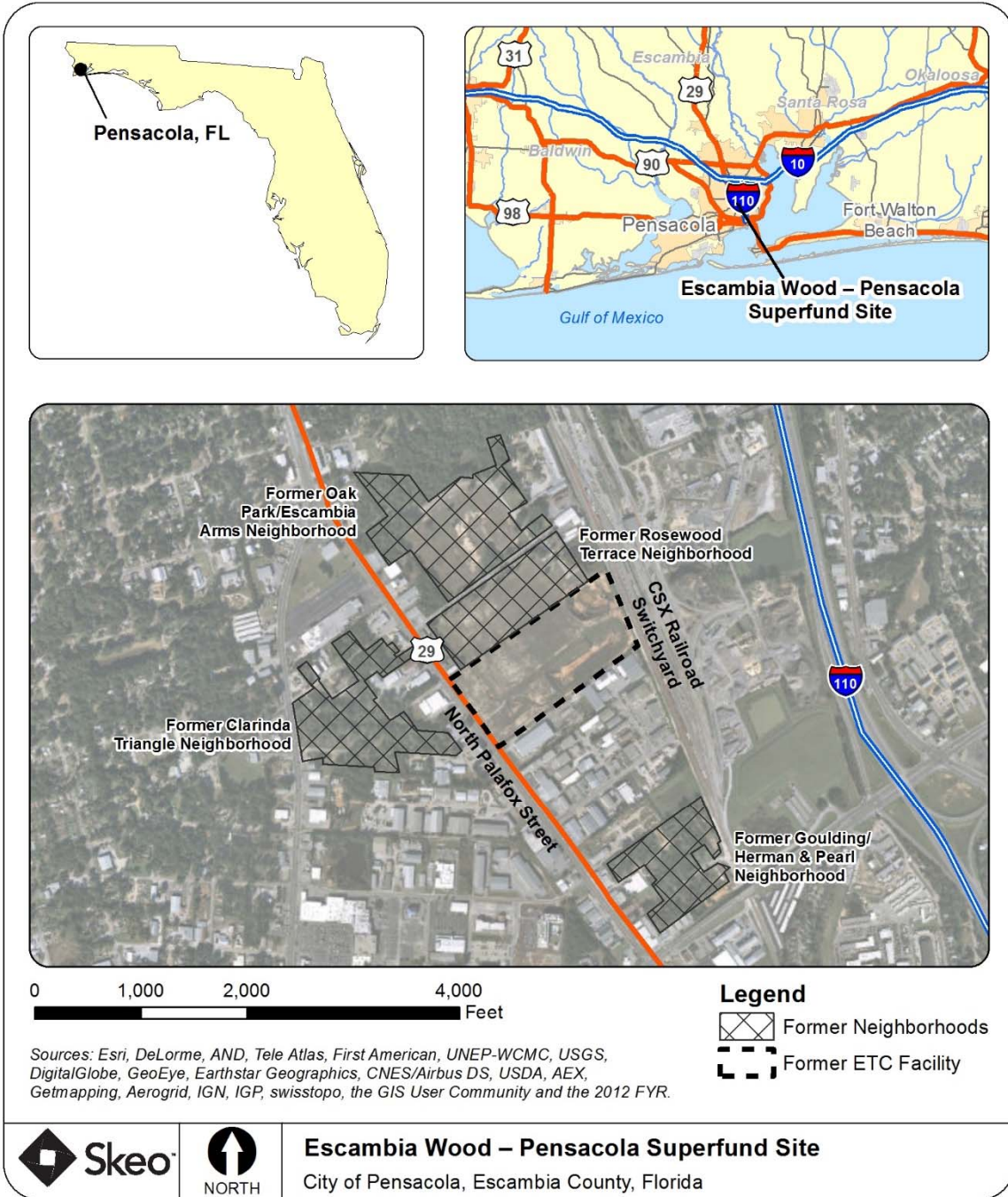
Exhibit 1 includes location information about the Site, including the 31-acre former ETC facility and approximately 70 acres of former residential areas, now owned by Escambia County.

## **III. Site Summary**

### *Site and Contaminant History*

The ETC operated as a wood treating facility from 1942 to 1982. During its operation, the facility treated utility poles, foundation pilings and lumber with creosote and pentachlorophenol (PCP). Facility operations resulted in extensive contamination of soil with creosote, polycyclic aromatic hydrocarbons (PAHs), PCP and dioxin, which occurs as a common impurity in commercial-grade PCP. Soil contamination was present both at the former facility and in the surrounding neighborhoods. Contaminated wastewater and runoff from the former treatment area were the primary chemical wastes managed at the facility. PAHs are the primary contaminants in the groundwater.

**Exhibit 1: Escambia Wood Treating Superfund Site Location Map**



Disclaimer: This map and any boundary lines within the map are approximate and subject to change. The map is not a survey. The map is for informational purposes only regarding the EPA’s response actions at the Site, and is not intended for any other purpose.

In October 1991, the EPA began a removal action to address immediate risks of exposure and to stabilize the Site. The EPA excavated about 225,000 cubic yards of contaminated material and stored it under a 60-mil (1.5 millimeters), high density polyethylene (HDPE) liner treated to be resistant to ultraviolet light. Excavation efforts at the former process area and a former wastewater pond/landfill reached approximately 40 feet deep. The EPA completed the removal action in 1992. The excavated mound of contaminated soil became locally known as Mount Dioxin and was disposed of as part of the final soil remedy conducted from 2007 to 2010.

On August 23, 1994, the EPA proposed the Site to the National Priorities List (NPL). The EPA finalized the listing on the NPL on December 16, 1994. In 1995, EPA Region 4 nominated the Site for the National Relocation Pilot Project. In 1997, the EPA issued an Interim ROD that included the planned relocation. The EPA identified eight factors, combined with a concern for the overall welfare of the community, that led to the relocation of the residents from the surrounding neighborhoods. The EPA and the U.S. Army Corp of Engineers permanently relocated over 350 households from the Rosewood Terrace, Oak Park, Escambia Arms and Goulding neighborhoods under the 1997 Interim ROD.

#### *Soil Investigations and Risks Addressed by Soil Investigation*

The EPA initiated a remedial investigation (RI) in 1995 to characterize the soil contamination, to identify the potential risks of exposure, and to help evaluate cleanup options for the soil. Through the RI process, the EPA found site-related soil contamination both at the former facility and in the surrounding neighborhoods. The principal contaminants found in surface soils were dioxin and carcinogenic PAHs (e.g., benzo(a)pyrene). The findings of the RI were summarized in a 1998 RI Report and in a Supplemental Investigation Report completed in 2004.

The EPA evaluated the risks posed by the site contamination in the 1998 Baseline Human Health Risk Assessment, which identified and evaluated contaminants of concern (COCs) in surface soil, subsurface soil and air. The risk assessment identified four potentially exposed populations: current visitors, current residents, future workers and future residents. In 2005, the EPA evaluated the risk of exposure to soil in the removal action stockpile in a technical memorandum. These risk assessments provided the basis for taking action and identified the contaminants and exposure pathways that the EPA addressed with the final soil remedial action, which began in 2007.

#### *Summary of Cleanup Activities*

The EPA has conducted several cleanup activities to eliminate risks to human health and the environment from site-related contaminated soil. There are five remedial decision documents that relate to remedy selection and implementation for OU1: the 1997 Interim ROD, the 1998 ESD, the 2004 ESD, the 2006 ROD and the 2012 ESD.

## Removal Action

The EPA performed a removal action in October 1991 to address immediate risks of exposure and to stabilize the Site. The EPA excavated about 225,000 cubic yards of contaminated material and stored it under a cap. The removal action was completed in 1992.

## Interim Remedial Action

The EPA initiated the National Relocation Pilot Project in 1995 and subsequently proposed relocation as a component of an interim remedy.

- 1997 Interim ROD: Selected permanent residential relocation as part of the interim remedial action for the Site. This included: permanent relocation of 358 households (from the Rosewood Terrace, Oak Park, Escambia Arms and Gouilding neighborhoods); demolition of abandoned structures in the relocation neighborhoods; implementation of institutional controls prior to transfer of relocation properties from federal ownership; and maintenance of the soil stockpile until implementation of the final remedy.
- 1998 ESD: The April 30, 1998 ESD added maintenance tasks to the interim remedy to ensure the integrity of the HDPE cover on the stockpile of contaminated soils, thus preventing direct human exposure to the contaminants or migration of the contaminated soils from the Site.
- 2004 ESD: The EPA issued a second ESD in 2004 to modify the 1997 Interim ROD and allow for the excavation and on-site stockpiling of contaminated soil from surrounding residential properties encountered during demolition.

## Final Remedial Activities

- 2006 final OU1 remedy included:
  - Excavation of contaminated soil located both on and off the former facility
  - Extension of the National Relocation Evaluation Pilot project to include the voluntary permanent relocation of residents in the Clarinda Triangle neighborhood
  - Containment of the contaminated soil in a lined cell followed by installation of a multi-layer cap over the containment area that is compatible, to the extent possible, with the intended future commercial use of the property
  - Solidification/stabilization of identified principal threat waste to form a sub-cap (3 to 4 feet in thickness) beneath the multi-layer cap.
  - O&M of the cap and containment system
  - Long-term monitoring of the containment system
  - Institutional controls to restrict the Site's future use to commercial uses compatible with the remedy
- 2012 OU1 ESD: The EPA issued the 2012 ESD to update two parts of the 2006 Final OU1 ROD. The first change added and updated the cleanup goals to reflect



the appropriate level of protectiveness for Site. The new cleanup goals are protective of human health and the environment for cancer and non-cancer risks. The EPA based these goals on a future commercial/industrial land use for the Site. The second change adjusted the cap design to accommodate the actual volume of the contaminated soil.

Groundwater OU2 Remedy

The EPA issued an OU2 ROD in 2008 and then discovered additional contamination, which led the EPA to amend the OU2 remedy in an Amended ROD in 2015. The remedy for OU2 includes a series of cleanup technologies: heating the aquifer with steam and extracting creosote from the aquifer, installing vertical and horizontal injection and extraction wells, treating contamination using chemical and bioremediation, and using monitored natural attenuation. The OU2 remedial design was approved in September 2016. The EPA is waiting for funding to begin groundwater cleanup.

There is no current exposure to contaminated groundwater at the ETC site. There are no public supply wells and no known private drinking water wells within the contaminated parts of the aquifer. There are restrictions on the installation of new private wells because the groundwater plume is within a Florida groundwater delineated area.

The EPA also evaluated the potential for vapor intrusion, which is the migration of volatile chemicals from the subsurface into overlying buildings. Vapor intrusion can be a problem where vapors accumulate in dwellings or occupied buildings to levels that pose health hazards. At the ETC site, subsurface soil contamination down to 45 feet below ground surface was removed during the soil cleanup. The only remaining source to generate vapors is deep in the aquifer and there is no completed pathway for vapors to reach buildings above the groundwater plume.

*Redevelopment/Reuse Planning*

The planned future use of the Site is commercial or industrial use. The Site is planned to be developed as the "Midtown Commerce Park." The soil cleanup was designed to support a commerce park. The Site is ready for reuse as a commerce park, provided all restrictive covenants are implemented and enforced and O&M is conducted. Exhibit 2 summarizes the relevant events and important dates in the Site’s chronology.

**Exhibit 2: Chronology of Site Events**

Event	Date
ETC began creosote wood treating operations	1942
ETC began use of PCP	1963
ETC began exclusive use of PCP	1970
ETC filed for a Resource Conservation and Recovery Act (RCRA) Part A permit application	November 18, 1980
EPA conducted sampling	April 1982
ETC ceased operations	October 1982
ETC removed 168 cubic yards of sludge from three impoundments	September 1985

<b>Event</b>	<b>Date</b>
Florida Department of Environmental Regulation (FDER, now FDEP) identified backfilled impoundment as an unpermitted disposal area	1986
FDER conducted sampling for PCP found in monitoring wells	September 1987
ETC removed contaminated wood sidewalls from two small impoundments	1988
EPA conducted a RCRA Facility Assessment	1990
ETC filed for bankruptcy and abandoned the Site	1991
EPA began soil removal and creation of soil stockpile	October 1991
EPA completed removal action (excavation of estimated 225,000 cubic yards)	October 1992
EPA proposed the Site for the NPL	August 23, 1994
EPA finalized the Site on the NPL	December 16, 1994
EPA began sitewide RI/feasibility study (FS)	1995
EPA nominated ETC site for National Relocation Evaluation Pilot	June 1995
EPA sampled residential soils	July 1995
EPA issued Interim ROD for OU1, which selected an interim remedy to relocate 358 households	February 12, 1997
EPA and FDER signed a State Superfund Contract for implementation of the interim remedy	May 5, 1997
EPA issued revised draft RI/FS for OU1	February 9, 1998
EPA issued ESD for maintenance of soil stockpile	April 30, 1998
EPA issued first Five-Year Review	September 2002
First houses demolished	2004
EPA initiated additional soil investigation	2004
EPA issued ESD to allow for the excavation and on-site stockpiling of contaminated soil from surrounding residential properties	June 2004
EPA completed Baseline Risk Assessment for OU1	May 25, 2005
EPA completed revised FS for OU1	June 2005
EPA issued Proposed Plan for OU1	August 17, 2005
Demolition completed of all homes for which the United States had clear title	August 2005
EPA issued ROD for OU1	February 2006
Relocation of Clarinda Triangle neighborhood began	December 2006
EPA began construction on the final remedial action	August 24, 2007
EPA issued second Five-Year Review	September 2007
Relocation of Clarinda Triangle neighborhood completed	August 2008
EPA issued ROD for OU2	September 29, 2008
EPA began excavation of existing soil stockpile (Mount Dioxin)	October 2008
EPA completed excavation of existing stockpile (Mount Dioxin)	July 8, 2009
EPA completed a combined RI/FS for OU2	February 18, 2010
EPA completed major components of OU1 soil work, leaving only minor closeout items and administrative steps	July 31, 2010
EPA issued ESD to update the cleanup goals to reflect the appropriate level of protectiveness for the potential exposure pathways and to modify certain construction requirements in the ROD that were over-specific and were found to be impractical once the construction was underway	March 2012
EPA issued third Five-Year Review	September 2012
EPA issued fourth Five-Year Review	September 2017
EPA transferred EPA-acquired property to Escambia County	February 2018

#### **IV. U.S. EPA's Basis for the Ready for Reuse (RfR) Determination**

The EPA based the Site's RfR Determination on EPA documents produced during the course of remedial activities at the Site. These documents provide evidence that OU1 of the Site is ready for commercial and industrial use and that the Site's OU1 remedy will

remain protective of human health and the environment, subject to O&M of the remedy and limitations as specified in the RODs, ESDs, Five-Year Reviews, O&M Plan and restrictive covenants.

The EPA's RfR Determination incorporates the findings of the 2017 Five-Year Review. The Five-Year Review concluded that the final OU1 soil remedy is functioning as intended. Contaminated soils are contained in a subsurface containment cell that prevents direct exposure and the capped area is in good condition. The top liner of the containment cell prevents water from entering the containment cell. Remedial components capture leachate that infiltrated during the cell construction. Contractors treat the leachate and discharge clean water to an on-site infiltration gallery. Access controls currently prevent unauthorized use of the Site. To ensure protectiveness, future property owners must comply with the institutional controls detailed in the restrictive covenants and the O&M Plan summarized in this RfR Determination.

## **V. Ongoing Limitations and Responsibilities Established by the EPA**

### *Institutional and Engineering Controls*

The engineering controls built during the remedial action must be properly maintained and protected. The EPA recorded restrictive covenants for the 70 acres of EPA-acquired property (now owned by Escambia County). All limitations associated with current and planned restrictive covenants, which are discussed in this RfR Determination and required by site decision documents, must be met for this RfR Determination to remain valid.

### *Site-wide Institutional Controls*

Some institutional controls are required for the entire OU1 remedy. Complete copies of the recorded restrictive covenants are available in Appendix B.

- The property shall be used solely for commercial, industrial, or manufacturing purposes, except that the property shall not be used for any business involving temporary or permanent housing of individuals. The following uses are forbidden unless FDEP grants prior approval:
  - The property shall not be used for residential purposes, including mobile homes, hotels, motels, apartments, dormitories, campgrounds, group homes, retirement communities, or temporary shelters.
  - The property shall not be used for day care centers, kindergartens, or elementary or secondary schools.
  - The property shall not be used for playgrounds, athletic fields, or camps.
  - The property shall not be used for mining or agricultural purposes, including community gardens and forestry.

### *Containment Cell Institutional Controls*

The restrictions on development and construction are more stringent for the parcels that include the containment cell or subsurface soil contamination, consisting of the Former Rosewood Terrace neighborhood and the former facility parcels. Exhibit 3 illustrates the containment cell area. Developers and construction contractors must submit their construction plans to the FDEP for review prior to any construction within the containment cell footprint. The review will verify the planned structures will comply with construction restrictions. The containment cell and capping system have been designed to accommodate redevelopment over the capped area with certain restrictions.

The following additional institutional controls apply to land within the containment cell footprint:

#### Institutional Controls Related to Groundwater and Stormwater

- Groundwater shall not be used for any purpose until state groundwater standards and the groundwater cleanup standards identified in the ROD for OU2 are met.
- There shall be no drilling for water conducted on the property, nor shall any wells, including monitoring wells, be installed on the property unless pre-approved by FDEP.
- Stormwater swales, stormwater detention or retention facilities, and ditches on the property shall not be altered, modified, or expanded without prior approval from the FDEP. Additionally, there shall be no construction of new stormwater swales, stormwater detention or retention facilities, or ditches on the property without prior written approval from FDEP.

#### Institutional Controls Related to Land Use

- On-site engineering controls, including the engineered containment cell and soil cover system on the property shall be maintained. Should future development require interference with on-site engineering controls, additional response actions may be necessary. Prior to any construction activities, a plan must be submitted and approved by FDEP to address and ensure the appropriate management of any contaminated soil that may be encountered during construction.
- No actions shall be taken that would damage or interfere with the engineered containment cell, soil cover system, storm or surface water management system, or groundwater monitoring system, including monitoring wells, sump cleanouts, piping, or other such remedial technology used in the environmental remediation and restoration on the property.
- Because of the danger of damaging the engineered containment cell, the following activities are restricted at the property:
  - Deep foundations such as pilings or piers are prohibited.
  - All foundations constructed on the engineered containment cell shall be shallow foundations and shall comply with the following:
    - A minimum of two feet of soil shall be maintained between the bottoms of building foundations and the top of the engineered containment cell.

- Building foundation loads must be limited not to exceed the strength of the overlying cap soil cover and the geosynthetic material of the containment cell. The foundation design shall restrict the load on the underlying geosynthetics of the engineered cap to no greater than 3,500 pounds per square foot.
  - The sand fill materials used below all foundations for the cover soils must be compacted to a minimum density of 95 percent of maximum density in accordance with ASTM D1557 below all foundations.
- Deep-rooted vegetation (i.e., root depth greater than four feet) is prohibited.
- Road construction must meet the following parameters:
  - A minimum of 18 inches of the existing sand cover soil must be left between the road base material and the top of the engineered containment cell geosynthetic materials.
  - A minimum of three feet of total cover must be left over the engineered containment cell geosynthetic materials such that there is always a minimum of three feet between the final surface of a roadway and the engineered containment cell.
- Railroad construction must meet the following parameters:
  - A minimum of 24 inches of the existing sand cover soil must be left between the base material of the railroad and the top of the engineered containment cell geosynthetic materials.
  - A minimum of three feet of total cover must be left over the engineered containment cell geosynthetic materials such that there is always a minimum of three feet between the final surface of a railroad and the engineered containment cell.
- Underground utilities must meet the following parameters:
  - A minimum of 18 inches must be left between the bottom of any utility or stormwater drainage pipe trench and the top of the engineered containment cell geosynthetic materials.
  - Utility installations shall not tie into or interfere with the engineered containment cell subsurface drainage system.
- Light pole foundations must meet the following parameters:
  - A minimum of 18 inches of soil must remain between the base of light pole foundations and the top of the engineered containment cell geosynthetic materials.
  - The foundation design shall restrict the load on the underlying geosynthetics of the engineered cap to no greater than 3,500 pounds per square foot.
- Site grading must meet the following parameters:
  - As part of any grading operations at the property, including for parking areas and roads, a minimum of three feet of total cover must be left between the final surface and engineered containment cell geosynthetic materials.

- Additional fill materials may be used to raise the final surface, so long as the restrictions in this document regarding the construction or installation of foundations, utilities, roads, railroads, and stormwater drainage systems are met.
- Stormwater drainage control must meet the following parameters:
  - Construction of stormwater infiltration structures or ponds (including lined landscaping ponds) is prohibited.
  - Any stormwater ditches shall be lined to minimize infiltration into the soil cover above the engineered containment cell.
  - Stormwater control systems shall not tie into or interfere with the engineered containment cell subsurface drainage system.

Exhibit 3 summarizes the land use restrictions for property at the Site and specifies areas where restrictive covenants are in place and those areas where planned restrictive covenants will apply.

### *O&M Requirements*

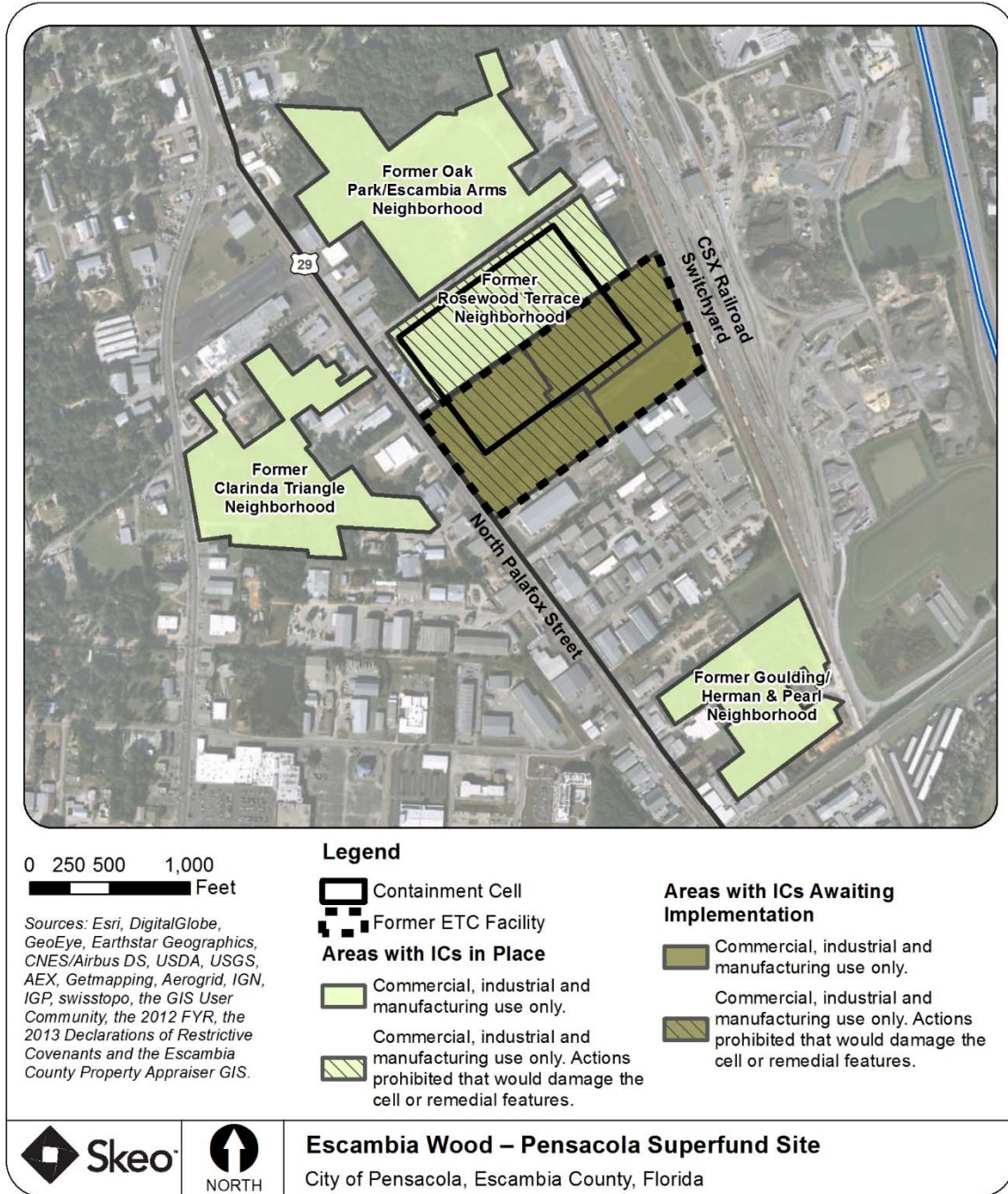
FDEP is responsible for all O&M activities at the Site. The State may assign O&M activities to a contractor, local government, or other entity. However, even if the State assigns O&M activities to another entity, the State remains ultimately responsible for its statutory and contractual O&M obligations.

O&M activities at the Site protect the containment cell and liner system during future reuse or redevelopment of the site. The basic categories of O&M activities are:

- Inspection
- Sampling, monitoring and analysis
- Routine O&M
- Reporting
- Emergency notification procedures
- Health and safety requirements for O&M activities
- Proper use of property and monitoring of institutional controls

For a complete description, see the O&M Plan in Appendix C. If and when the O&M Plan is updated, the most recent O&M Plan should be used.

**Exhibit 3: Land Covered by Institutional Control Requirements**



Disclaimer: This map and any boundary lines within the map are approximate and subject to change. The map is not a survey. The map is for informational purposes only regarding the EPA’s response actions at the Site, and is not intended for any other purpose.

## **VI. Provisos**

This RfR Determination is an environmental status report and does not have any legally binding effect and does not expressly or implicitly create, expand, or limit any legal rights, obligations, responsibilities, expectations, or benefits of any party. The EPA assumes no responsibility for reuse activities and/or for any potential harm that might result from reuse activities. The EPA retains any and all rights and authorities it has, including, but not limited to legal, equitable, or administrative rights. The EPA specifically retains any and all rights and authorities it has to conduct, direct, oversee, and/or require environmental response actions in connection with the Site, including but not limited to instances when new or additional information has been discovered regarding the contamination or conditions at the Site that indicate that the response and/or the conditions at the Site are no longer protective of human health or the environment for the types of uses identified in the RfR Determination.

The types of uses as identified as protective in this RfR Determination remain subject to (i) applicable federal, state, and local regulation and to (ii) title documents, including, but not limited to, easements, restrictions, and institutional controls.

This RfR Determination remains valid only as long as the requirements specified in the RODs, ESDs, Five-Year Reviews, O&M Plan and restrictive covenants are met.



## **APPENDIX A: Acronym List**

COC	Contaminant of Concern
EPA	United States Environmental Protection Agency
ESD	Explanation of Significant Differences
ETC	Escambia Wood Treating Company
FDEP	Florida Department of Environmental Protection
FDER	Florida Department of Environmental Regulation
HDPE	High Density Polyethylene
NPL	National Priorities List
O&M	Operation and Maintenance
OU	Operable Unit
PAH	Polycyclic Aromatic Hydrocarbons
PCP	Pentachlorophenol
RCRA	Resource Conservation and Recovery Act
RfR	Ready for Reuse
RI/FS	Remedial Investigation/Feasibility Study
ROD	Record of Decision
RPM	Remedial Project Manager

APPENDIX B: Institutional Controls

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2014029668 05/01/2014 at 09:21 AM  
OFF REC BK: 7164 PG: 344 - 357 Doc Type: DECL  
RECORDING: \$120.50

This instrument prepared by:

Stacey A. Haire, Attorney-Advisor  
Office of Environmental Accountability  
U.S Environmental Protection Agency, Region 4  
61 Forsyth Street, S.W.  
Atlanta, GA 30303

**DECLARATION OF RESTRICTIVE COVENANTS**

This Declaration of Restrictive Covenants (hereinafter "Declaration") is given this 2 day of April, 2013, by the United States ("Grantor"), by and through the U.S. Environmental Protection Agency, Facilities Management and Services Division, whose address is Office of Administration, Ariel Rios Building, 1200 Pennsylvania Avenue N.W., Washington, D.C., 20460, to the State of Florida Department of Environmental Protection (hereinafter "FDEP" or "Grantee").

**RECITALS**

- A. **WHEREAS**, Grantor is the fee simple owner of a group of contiguous parcels of land situated in the County of Escambia, State of Florida, **formerly known as the Rosewood Terrace Subdivision**, and more particularly described in *Exhibit A* attached hereto and made a part hereof (hereinafter the "Property");
- B. **WHEREAS**, The Property subject to this restrictive covenant is a portion of the properties known as the Escambia Wood Treating Company Superfund Site ("Site"), which the U.S. Environmental Protection Agency ("EPA") placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on December 16, 1994, at 59 Fed. Reg. 65206, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605.
- C. **WHEREAS**, in an Interim Record of Decision dated February 12, 1997 (the "Interim ROD"), a Record of Decision dated September 25, 2002 (the "ROD for OU1"), and a Record of Decision dated September 29, 2008 (the "ROD for OU2"), the EPA Region 4 Regional Administrator selected "remedial actions" for the Site.
- D. **WHEREAS**, the remedial actions selected pursuant to the EPA RODs have and will continue to be performed on the Site.
- E. **WHEREAS**, contaminants in excess of allowable concentrations for unrestricted use will remain at the Property after completion of the remedial actions.



- F. **WHEREAS**, it is the intent of the restrictions in this declaration to reduce or eliminate the risk of exposure of the contaminants to the environment and to users or occupants of the property and to reduce or eliminate the threat of migration of the contaminants.
- G. **WHEREAS**, it is the intention of all parties that EPA is a third party beneficiary of said restrictions and said restrictions shall be enforceable by the EPA, FDEP, and their successor agencies.
- H. **WHEREAS**, the parties hereto have agreed: (1) to impose on the Property use restrictions as covenants that will run with the land for the purpose of protecting human health and the environment; and (2) to grant an irrevocable right of access over the Property to the Grantee and its agents or representatives for purposes of implementing, facilitating, and monitoring the remedial action; and
- I. **WHEREAS**, Grantor deems its desirable and in the best interest of all present and future owners of the Property that the Property be held subject to certain restrictions and changes, that will run with the land, for the purpose of protecting human health and the environment, all of which are more particularly hereinafter set forth.

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

- A. The foregoing recitals are true and correct and are incorporated herein by reference.
- B. Grantor hereby imposes on the Property the following restrictions:
  - 1. **Restrictions on Use:** The following covenants, conditions, and restrictions apply to the use of the Property:
    - a. Groundwater shall not be used for any purpose until state groundwater standards and the groundwater cleanup standards identified in the ROD for OU2 are met.
    - b. There shall be no drilling for water conducted on the Property, nor shall any wells, including monitoring wells, be installed on the Property unless pre-approved by FDEP.

- c. Attached as *Exhibit B*, and incorporated by reference herein, is a survey map identifying the size and location of existing surface water and storm water management systems, including storm water swales, storm water detention or retention facilities, and ditches on the Property. Such existing features shall not be altered, modified, or expanded without prior approval from the FDEP. Additionally, there shall be no construction of new stormwater swales, stormwater detention or retention facilities, or ditches on the Property without prior written approval from the FDEP.
- d. The Property shall be used solely for commercial, industrial, or manufacturing purposes, except that the Property shall not be used for any business involving temporary or permanent housing of individuals. The following uses are forbidden unless FDEP grants prior approval in accordance with Paragraph 3 of this Declaration:
- i. The Property shall not be used for residential purposes, including mobile homes, hotels, motels, apartments, dormitories, campgrounds, group homes, retirement communities, or temporary shelters.
  - ii. The property shall not be used for day care centers, kindergartens, or elementary or secondary schools.
  - iii. The property shall not be used for playgrounds, athletic fields, or camps.
  - iv. The property shall not be used for mining or agricultural purposes, including community gardens and forestry.
- e. On-site engineering controls, including the engineered containment cell and soil cover system on the Property, as identified on the survey map in *Exhibit B*, shall be maintained. This restriction may only be modified pursuant to Paragraph 3 of this Declaration. Should future development require interference with on-site engineering controls, additional response actions may be necessary. Prior to any construction activities, a plan must be submitted and approved by FDEP to address and ensure the appropriate management of any contaminated soil that may be encountered during construction.
- f. No actions shall be taken that would damage or interfere with the engineered containment cell, soil cover system, storm or surface water management system, or groundwater monitoring system, including monitoring wells, sump cleanouts, piping, or other such remedial technology used in the environmental remediation and restoration on the Property.
- g. Design and Construction Restrictions. Because of the danger of damaging the engineered containment cell, the following activities are restricted at the Property:

- i. Deep foundations such as pilings or piers are prohibited.
- ii. All foundations constructed on the engineered containment cell shall be shallow foundations and shall comply with the following:
  - a. A minimum of two feet of soil shall be maintained between the bottoms of building foundations and the top of the engineered containment cell.
  - b. Building foundation loads must be limited not to exceed the strength of the overlying cap soil cover and the geosynthetic material of the containment cell. The foundation design shall restrict the load on the underlying geosynthetics of the engineered cap to no greater than 3,500 pound per square foot.
  - c. The sand fill materials used below all foundations for the cover soils must be compacted to a minimum density of 95 percent of maximum density in accordance with ASTM D1557 below all foundations.
- iii. Deep rooted vegetation (i.e., root depth greater than 4 feet) is prohibited.
- iv. Road Construction.
  - a. A minimum of 18 inches of the existing sand cover soil must be left between the road base material and the top of the engineered containment cell geosynthetic materials.
  - b. A minimum of three feet of total cover must be left over the engineered containment cell geosynthetic materials such that there is always a minimum of three feet between the final surface of a roadway and the engineered containment cell.
- v. Railroad Construction.
  - a. A minimum of 24 inches of the existing sand cover soil must be left between the base material of the railroad and the top of the engineered containment cell geosynthetic materials.
  - b. A minimum of three feet of total cover must be left over the engineered containment cell geosynthetic materials such that there is always a minimum of three feet between the final surface of a railroad and the engineered containment cell.
- vi. Underground Utilities.
  - a. A minimum of 18 inches must be left between the bottom of any utility or stormwater drainage pipe trench and the top of the engineered containment cell geosynthetic materials.

- b. Utility installations shall not tie into or interfere with the engineered containment cell subsurface drainage system.
  - vii. Light Pole Foundations.
    - a. A minimum of 18 inches of soil must remain between the base of light pole foundations and the top of the engineered containment cell geosynthetic materials.
    - b. The foundation design shall restrict the load on the underlying geosynthetics of the engineered cap to no greater than 3,500 pound per square foot.
  - viii. Site Grading.
    - a. As part of any grading operations at the Property, including for parking areas and roads, a minimum of three feet of total cover must be left between the final surface and engineered containment cell geosynthetic materials.
    - b. Additional fill materials may be used to raise the final surface, so long as the restrictions in this document regarding the construction or installation of foundations, utilities, roads, railroads, and storm water drainage systems are met.
  - ix. Storm Water Drainage Control.
    - a. Construction of storm water infiltration structures or ponds (including lined landscaping ponds) is prohibited.
    - b. Any storm water ditches shall be lined to minimize infiltration into the soil cover above the engineered containment cell.
    - c. Storm water control systems shall not tie into or interfere with the engineered containment cell subsurface drainage system.
2. **Irrevocable Covenant for Site Access:** Grantor hereby grants to the Grantee, its agents and representatives, an irrevocable, permanent and continuing right of access at all reasonable times to the Property for purposes of:
- a. Implementing the response actions in the ROD for OU1 and the ROD for OU2;
  - b. Verifying any data or information submitted to EPA and Grantee;
  - c. Verifying that no action is being taken on the Property in violation of the terms of this instrument or of any federal or state environmental laws or regulations;

- d. Monitoring response actions on the Site and conducting investigations relating to contamination on or near the Site, including, without limitation, sampling of air, water, sediments, soils, and specifically, without limitation, obtaining split or duplicate samples; and
  - e. Conducting periodic reviews of the remedial action, including but not limited to, reviews required by applicable statutes and/or regulations.
3. **Modification:** This Declaration shall not be modified, amended, or terminated without the written consent of FDEP or its successor agency. FDEP shall not consent to any such modification, amendment, or termination without the written consent of EPA.
4. **Reserved Rights:**
- a. **Reserved Rights of Grantor:** Grantor hereby reserves unto itself, its successors and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights and covenants granted herein.
  - b. **Reserved Rights of EPA:** Nothing in this document shall limit or otherwise affect EPA's rights of entry and access or EPA's authority to take response actions under CERCLA, the NCP, or other federal law. **EPA expressly maintains its full authority to conduct response actions at and obtain access to the Property under Section 104 of CERCLA and its attendant regulations.**
  - c. **Reserved Rights of Grantee:** Nothing in this document shall limit or otherwise affect Grantee's rights of entry and access or authority to act under state or federal law.
5. **Notice Requirement:** Grantor agrees to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

**NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A DECLARATION OF RESTRICTIVE COVENANTS, DATED \_\_\_\_\_, 201\_\_, RECORDED IN THE PUBLIC LAND RECORDS OF ESCAMBIA COUNTY, FLORIDA, ON \_\_\_\_\_, 201\_\_, IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, IN FAVOR OF, AND ENFORCEABLE BY, THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.**

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

6. **Administrative Jurisdiction:** FDEP or any successor state agency having administrative jurisdiction over the interests acquired by the State of Florida by this instrument is the Grantee. EPA is a third party beneficiary to the interests acquired by Grantee.
7. **Enforcement:** The Grantee shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. It is expressly agreed that EPA is not the recipient of a real property interest but is a third party beneficiary of the Declaration of Restrictive Covenants, and as such, has the right of enforcement. Enforcement of the terms of this instrument shall be at the discretion of the entities listed above, and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantee under this instrument.
8. **Damages:** Grantee shall be entitled to recover damages for violations of the terms of this instrument, or for any harm to the remedial action, to the public or to the environment protected by this instrument, due to a violation of the terms of this instrument.
9. **Waiver of Certain Defenses:** Grantor hereby waives any defense of laches, estoppel, or prescription.
10. **Covenants:** Grantor hereby covenants to and with the Grantee, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, except those noted on *Exhibit C* attached hereto.
11. **Notices:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, referring to the Site name and Site ID number (04GS), and addressed as follows:

To Grantor:  
 Chief, Superfund Remedial Section C  
 Superfund Division  
 U.S. EPA Region 4  
 61 Forsyth Street, SW  
 Atlanta, GA 30303

To Grantee:  
 Bureau Chief, Waste Cleanup  
 FDEP M.S. 4505  
 2600 Blair Stone Road  
 Tallahassee, FL 32399

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



13. **General Provisions:**

- a. **Controlling Law:** The interpretation and performance of this instrument shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the State of Florida, where the Property is located.
- b. **Liberal Construction:** Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effectuate the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c. **Severability:** If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d. **Entire Agreement:** This instrument sets forth the entire agreement of the parties with respect to rights and restrictions created hereby and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.
- e. **No Forfeiture:** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- f. **Successors:** The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the entities named at the beginning of this document, identified as "Grantor" and their successors, and assigns. The term "Grantee", wherever used herein, and any pronouns used in place thereof, shall include the entity named at the beginning of this document, identified as "Grantee" and its successors, and assigns. The rights of the Grantee and Grantor under this instrument are freely assignable, subject to the notice provisions hereof.
- g. **Captions:** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

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

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

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

Executed this 2 day of April, 2013.

GRANTOR:

*Bridget C. Shea*  
Bridget C. Shea, Director  
Facilities Management and Services Division  
Office of Administration  
Office of Administration and Resources Management  
U.S. Environmental Protection Agency

Signed, sealed and delivered in the presence of:

*[Signature]*  
Witness

Raphael D. Jackson April 2, 2013  
Print Name Date

*[Signature]*  
Witness

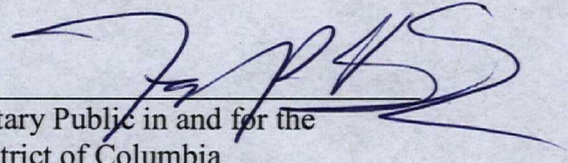
Raynaldo Daniels Jr April 2, 2013  
Print Name Date

*Xvette M. Jackson*

**DISTRICT OF COLUMBIA**

On this 2 day of APRIL, 2013, before me, the undersigned, a Notary Public in and for the State of Florida, duly commissioned and sworn, personally appeared ~~Bridget C. Shea~~ known to be the <sup>Acting</sup> **Director of the Facilities Management and Services Division of the Office of Administration**, Office of Administration and Resources Management, U.S. Environmental Protection Agency, who executed the foregoing **Declaration of Restrictive Covenants**, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

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

  
Notary Public in and for the  
District of Columbia  
FRANCIS P. BONDS  
NOTARY PUBLIC, DISTRICT OF COLUMBIA  
My Commission Expires: 9/30/16





*Exhibit A*

**LEGAL DESCRIPTION**

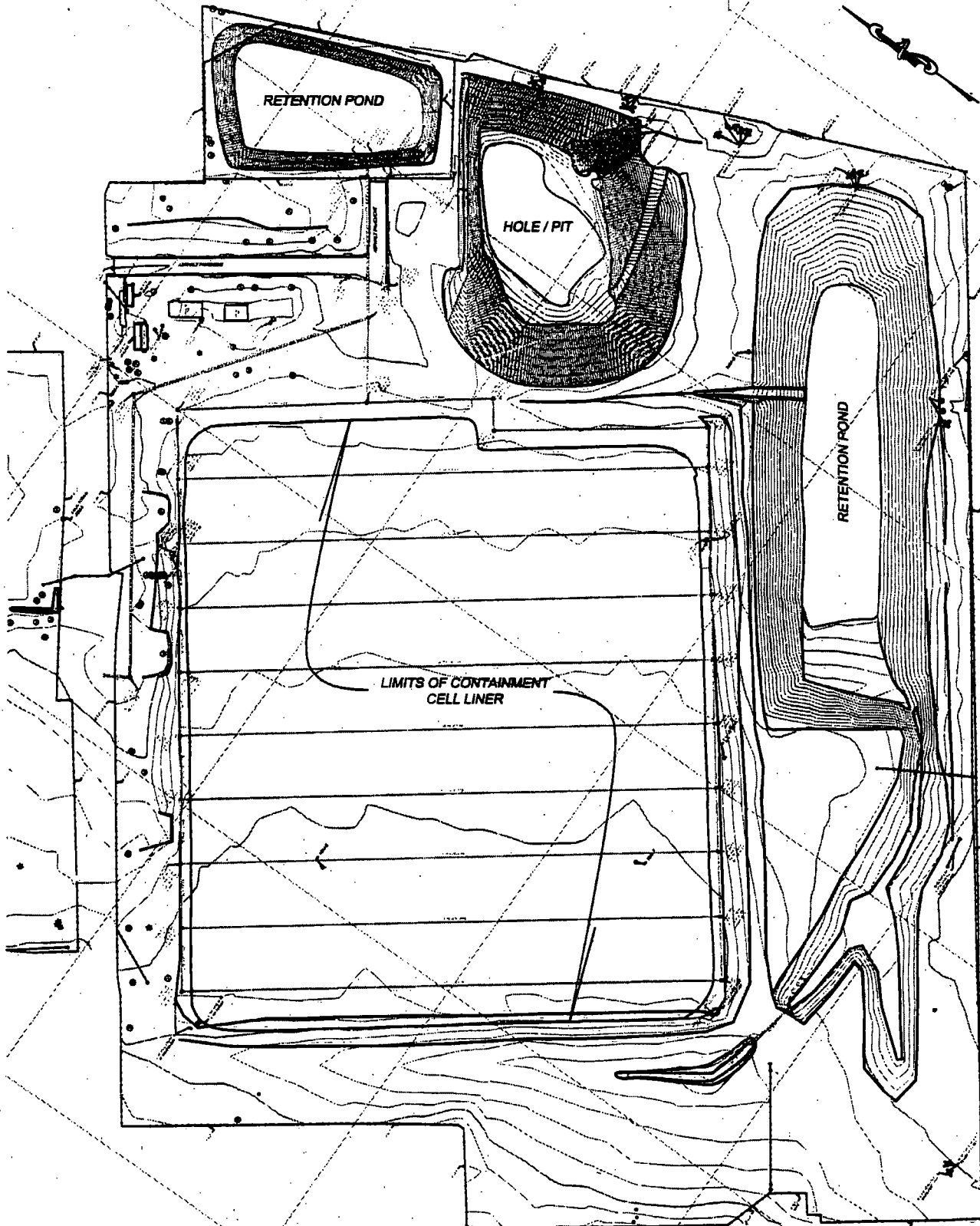
(Neighborhood Formerly Known as Rosewood Terrace)

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as being:

All of Lots 1-19, Block "A", Lots 1-20, Block "B", Lots 1-4, Block "C", Lots 1-16, Block "D" and Lots 1-7, Block "E", Unit No. 1, of Rosewood Terrace Subdivision, a subdivision of a portion of said Section 8, according to the plat of said subdivision thereof recorded in Plat Book 5, Page 11, of the records in the office of the Clerk of the Circuit Court of Escambia County, Florida.

Containing 14.28 acres, more or less, and being all of Tracts 101, 102, 103, 104, 106, 107, 108, 109, 111, 112, 113, 114, 116, 117, 118, 119, 121, 122, 123, 124, 126, 127, 128, 129, 131, 132, 133, 134, 136, 137, 138, 139, 141, 142, 143, 144, 146, 147, 148, 149, 151, 152, 153, 154, 156, 157, 158, 159, 161, 162, 163, 164, 166, 167, 168, 169, 171, 172, 173, 174, 176, 177, 178, 179, 181 and 182 of the Escambia Treating Company Superfund Site Project.

Exhibit B



**WARNING**  
 IF THIS BAR DOES NOT MEASURE 1/2" THIS COPY OF THIS DOCUMENT IS NOT TO SCALE

CADD	NAME	DATE
DESIGNED BY	-	-/00
DRAWN BY	-	-/00
CHECKED BY	-	-/00
APPROVED BY	-	-/00
FILE	Final_Topo.dwg	

**DRMP**  
 ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS  
 Certificate of Authorization No. 2648  
 1096 Highway 90 ~ Chipley, Florida 32428 850.638.1086

**SITE EXHIBIT**  
**ESCAMBIA WOOD TREATMENT SUPERFUND SITE**  
 ESCAMBA COUNTY

PROJECT NO.	07-1020.000
DATE	DEC. 2011
SCALE	NOT TO SCALE
SHEET	1 of 1

***Exhibit C***

(to Declaration of Restrictive Covenants for the area  
formerly known as the Rosewood Terrace Subdivision)

**LIST OF ENCUMBRANCES**

**Tracts 101, 102, 103, 104, 106, 107, 108, 109, 111, 112, 113, 114, 116, 117, 118, 119, 131, 132, 133, 137, 138, 139, 141, 142, 143, 144, 146, 147, 148, 149, 151, 152, 153, 154, 156, 157, 158, 159, 161, 162, 163, 164, 166, 167, 168, 169, 171, 172, 173, 174 176, 177, 178, 179, 181 and 182**

1. Subject to terms, provisions, conditions, easements, restrictions and rights of assessments created by and set forth in that certain Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 502 at Page 137 of the Public Records of Escambia County, Florida.
2. Easement in favor of Gulf Power Company as recorded in Deed Book 519 at Page 292 of the Public Records of Escambia County, Florida.

**Tracts 121, 122, 123, 124, 126, 127, 128 and 129**

1. Subject to terms, provisions, conditions, easements, restrictions and rights of assessments created by and set forth in that certain Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 506 at Page 536 of the Public Records of Escambia County, Florida.
2. Easement in favor of Gulf Power Company as recorded in Deed Book 519 at Page 292 of the Public Records of Escambia County, Florida.

**Tracts 134 and 136**

1. Restrictive covenants, conditions and easements as contained in instrument recorded in Deed Book 515 at Page 460, together with all amendments thereto, of the Public Records of Escambia County, Florida.
2. Easement in favor of Gulf Power Company as recorded in Deed Book 519 at Page 292 of the Public Records of Escambia County, Florida.

This instrument prepared by:

Stacey A. Haire, Attorney-Advisor  
Office of Environmental Accountability  
U.S Environmental Protection Agency, Region 4  
61 Forsyth Street, S.W.  
Atlanta, GA 30303

### DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (hereinafter "Declaration") is given this 2 day of April, 2013, by the United States ("Grantor"), by and through the U.S. Environmental Protection Agency, Facilities Management and Services Division, whose address is Office of Administration, Ariel Rios Building, 1200 Pennsylvania Avenue N.W., Washington, D.C., 20460, to the State of Florida Department of Environmental Protection (hereinafter "FDEP" or "Grantee").

### RECITALS

- A. **WHEREAS**, Grantor is the fee simple owner of several parcels of land situated in the County of Escambia, State of Florida, which include portions of the **neighborhoods formerly known as Oak Park, Escambia Arms, Clarinda Triangle, and Herman & Pearl**, and more particularly described in *Exhibit A* attached hereto and made a part hereof (hereinafter the "Property");
- B. **WHEREAS**, The Property subject to this restrictive covenant is a portion of the properties known as the Escambia Wood Treating Company Superfund Site ("Site"), which the U.S. Environmental Protection Agency ("EPA") placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on December 16, 1994, at 59 Fed. Reg. 65206, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605.
- C. **WHEREAS**, in an Interim Record of Decision dated February 12, 1997 (the "Interim ROD"), a Record of Decision dated September 25, 2002 (the "ROD for OU1"), and a Record of Decision dated September 29, 2008 (the "ROD for OU2"), the EPA Region 4 Regional Administrator selected "remedial actions" for the Site.
- D. **WHEREAS**, the remedial actions selected pursuant to the Interim ROD, which addressed relocation, and the ROD for OU1, which addressed remediation of the soil, have been performed on the Property.
- E. **WHEREAS**, contaminants in excess of allowable concentrations for unrestricted use remain at the Property after completion of the remedial action for OU1.





- F. **WHEREAS**, it is the intent of the restrictions in this declaration to reduce or eliminate the risk of exposure of the contaminants to the environment and to users or occupants of the property and to reduce or eliminate the threat of migration of the contaminants.
- G. **WHEREAS**, it is the intention of all parties that EPA is a third party beneficiary of said restrictions and said restrictions shall be enforceable by the EPA, FDEP, and their successor agencies.
- H. **WHEREAS**, the parties hereto have agreed: (1) to impose on the Property use restrictions as covenants that will run with the land for the purpose of protecting human health and the environment; and (2) to grant an irrevocable right of access over the Property to the Grantee and its agents or representatives for purposes of implementing, facilitating, and monitoring the remedial action; and
- I. **WHEREAS**, Grantor deems its desirable and in the best interest of all present and future owners of the Property that the Property be held subject to certain restrictions and changes, that will run with the land, for the purpose of protecting human health and the environment, all of which are more particularly hereinafter set forth.

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

- A. The foregoing recitals are true and correct and are incorporated herein by reference.
- B. Grantor hereby imposes on the Property the following restrictions:
  - 1. **Restrictions on Use:** The Property shall be used solely for commercial, industrial, or manufacturing purposes, except that the Property shall not be used for any business involving temporary or permanent housing of individuals. The following uses are forbidden unless FDEP grants prior approval in accordance with Paragraph 3 of this Declaration:
    - a. The Property shall not be used for residential purposes, including mobile homes, hotels, motels, apartments, dormitories, campgrounds, group homes, retirement communities, or temporary shelters.

- b. The property shall not be used for day care centers, kindergartens, or elementary or secondary schools.
  - c. The property shall not be used for playgrounds, athletic fields, or camps.
  - d. The property shall not be used for mining or agricultural purposes, including community gardens and forestry.
2. **Irrevocable Covenant for Site Access:** Grantor hereby grants to the Grantee, its agents and representatives, an irrevocable, permanent and continuing right of access at all reasonable times to the Property for purposes of:
- a. Verifying any data or information submitted to EPA and Grantee;
  - b. Verifying that no action is being taken on the Property in violation of the terms of this instrument or of any federal or state environmental laws or regulations;
  - c. Monitoring response actions on the Site and conducting investigations relating to contamination on or near the Site, including, without limitation, sampling of air, water, sediments, soils, and specifically, without limitation, obtaining split or duplicate samples; and
  - d. Conducting periodic reviews of the remedial action, including but not limited to, reviews required by applicable statutes and/or regulations.
3. **Modification:** This Declaration shall not be modified, amended, or terminated without the written consent of FDEP or its successor agency. FDEP shall not consent to any such modification, amendment, or termination without the written consent of EPA.
4. **Reserved Rights:**
- a. **Reserved Rights of Grantor:** Grantor hereby reserves unto itself, its successors and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights, and covenants granted herein.
  - b. **Reserved Rights of EPA:** Nothing in this document shall limit or otherwise affect EPA's rights of entry and access or EPA's authority to take response actions under CERCLA, the NCP, or other federal law. **EPA expressly maintains its full authority to conduct response actions at and obtain access to the Property under Section 104 of CERCLA and its attendant regulations.**
  - c. **Reserved Rights of Grantee:** Nothing in this document shall limit or otherwise affect Grantee's rights of entry and access or authority to act under state or federal law.

5. **Notice Requirement:** Grantor agrees to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

**NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A DECLARATION OF RESTRICTIVE COVENANTS, DATED \_\_\_\_\_, 201\_\_, RECORDED IN THE PUBLIC LAND RECORDS OF ESCAMBIA COUNTY, FLORIDA, ON \_\_\_\_\_, 201\_\_, IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, IN FAVOR OF, AND ENFORCEABLE BY, THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.**

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

6. **Administrative Jurisdiction:** FDEP or any successor state agency having administrative jurisdiction over the interests acquired by the State of Florida by this instrument is the Grantee. EPA is a third party beneficiary to the interests acquired by Grantee.
7. **Enforcement:** The Grantee shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. It is expressly agreed that EPA is not the recipient of a real property interest but is a third party beneficiary of the Declaration of Restrictive Covenants, and as such, has the right of enforcement. Enforcement of the terms of this instrument shall be at the discretion of the entities listed above, and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantee under this instrument.
8. **Damages:** Grantee shall be entitled to recover damages for violations of the terms of this instrument, or for any harm to the remedial action, to the public or to the environment protected by this instrument, due to a violation of this instrument.
9. **Waiver of Certain Defenses:** Grantor hereby waives any defense of laches, estoppel, or prescription.
10. **Covenants:** Grantor hereby covenants to and with the Grantee, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, except those noted on *Exhibit B* attached hereto.

11. **Notices:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, referring to the Site name and Site ID number (04GS), and addressed as follows:

To Grantor:  
Chief, Superfund Remedial Section C  
Superfund Division  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303

To Grantee:  
Bureau Chief, Waste Cleanup  
FDEP M.S. 4505  
2600 Blair Stone Road  
Tallahassee, FL 32399

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

13. **General Provisions:**

- a. **Controlling Law:** The interpretation and performance of this instrument shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the State of Florida, where the Property is located.
- b. **Liberal Construction:** Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effectuate the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c. **Severability:** If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d. **Entire Agreement:** This instrument sets forth the entire agreement of the parties with respect to rights and restrictions created hereby and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.
- e. **No Forfeiture:** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

- f. **Successors:** The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the entities named at the beginning of this document, identified as "Grantor" and their successors, and assigns. The term "Grantee", wherever used herein, and any pronouns used in place thereof, shall include the entity named at the beginning of this document, identified as "Grantee" and its successors, and assigns. The rights of the Grantee and Grantor under this instrument are freely assignable, subject to the notice provisions hereof.
- g. **Captions:** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- h. **Counterparts:** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

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

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

Executed this 2 day of April, 2013.

GRANTOR: *Yvette M. Jackson*  
 Bridget C. Shea, Director  
 Facilities Management and Services Division  
 Office of Administration  
 Office of Administration and Resources Management  
 U.S. Environmental Protection Agency

Signed, sealed and delivered in the presence of:

<u><i>[Signature]</i></u> Witness	<u>RAYMOND D. DANIELS</u> Print Name	<u>April 2, 2013</u> Date
<u><i>[Signature]</i></u> Witness	<u>Raymond Daniels</u> Print Name	<u>April 2, 2013</u> Date

Xette M. Jackson

DISTRICT OF COLUMBIA

On this 2<sup>nd</sup> day of APRIL, 2013, before me, the undersigned, a Notary Public in and for the State of Florida, duly commissioned and sworn, personally appeared Bridget C. Shea known to be the <sup>Acting</sup> Director of the Facilities Management and Services Division of the Office of Administration, Office of Administration and Resources Management, U.S. Environmental Protection Agency, who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

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

*[Handwritten Signature]*

Notary Public in and for the  
District of Columbia <sup>FRANCIS P. BONDS</sup>  
**NOTARY PUBLIC, DISTRICT OF COLUMBIA**  
My Commission Expires: 9/30/16  
My Commission Expires: \_\_\_\_\_



STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]  
Jorge R. Caspary, P.G., Director  
Division of Waste Management  
Florida Department of Environmental Protection

Signed, sealed and delivered in the presence of:

Steve Shores                      Steve Shores                      02/19/2014  
Witness                                      Print Name                                      Date  
Wayne S Kiger                      WAYNE S KIGER                      2/19/2014  
Witness                                      Print Name                                      Date

STATE OF FLORIDA COUNTY OF LEON

On this 19<sup>th</sup> day of FEBRUARY, 2014, before me, the undersigned, a Notary Public in and for the State of Florida, duly commissioned and sworn, personally appeared **Jorge R. Caspary**, known to be the **Director of the Division of Waste Management, Florida Department of Environmental Protection**, the State Agency that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Agency, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

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



[Signature]  
Notary Public in and for the State of Florida

My Commission Expires: SEPTEMBER 10, 2014

***Exhibit A***

**LEGAL DESCRIPTION**

(Neighborhoods Formerly Known as Oak Park, Escambia Arms,  
Clarinda Triangle and Herman & Pearl)

**Parcel 1**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as being:

All of Lots 1-6 of Oak Park Subdivision, a subdivision of a portion of said Section 8 and Section 47, Township 1 South, Range 30 West, according to the plat of said subdivision thereof recorded in Plat Book 3, Page 93, of the records in the office of the Clerk of the Circuit Court of Escambia County, Florida.

Containing 1.21 acres, more or less, and being all of Tracts 201, 202, 203, 204 and 206 of the Escambia Treating Company Superfund Site Project.

AND

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, and Section 47, Township 1 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as being:

All of Lots 7-25 and Lot 36 of Oak Park Subdivision, a subdivision of a portion of said Section 8 and Section 47, Township 1 South, Range 30 West, according to the plat of said subdivision thereof recorded in Plat Book 3, Page 93, of the records in the office of the Clerk of the Circuit Court of Escambia County, Florida.

Containing 4.20 acres, more or less, and being all of Tracts 207, 208, 209, 211, 212, 213, 214, 216, 217, 218, 219, 221, 222, 223, 224, 226, 227, 228 and 229 of the Escambia Treating Company Superfund Site Project.

AND

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at a point where the south line of Lot 7 of the Brainard and McIntyre Subdivision of said Section 8 intersects the easterly right-of-way line of the Pensacola to Flomaton paved highway (U.S. Highway No. 29/FL. State Rd. No. 95);



Thence Northwesterly along the easterly right-of-way line of said highway, a distance of 289 feet;

Thence N 51° 37' E at right angles to said highway right-of-way line, a distance of 200 feet;

Thence S 38° 23' E a distance of 25 feet;

Thence N 51° 37' E a distance of 250 feet to the **POINT OF BEGINNING**;

Thence N 38° 23' W a distance of 775.68 feet, more or less, to the southeastern right-of-way line of Beggs Lane;

Thence Northeasterly, at a right angle, along the southeastern right-of-way line of said Beggs Lane a distance of 400 feet;

Thence Southeasterly, at a right angle, a distance of 100 feet;

Thence N 51° 37' E a distance of 360.84 feet to the north line of said Section 8;

Thence East along the north line of said section a distance of 127.2 feet;

Thence S 00° 03' E a distance of 591.93 feet;

Thence N 59° 57' E a distance of 6.3 feet;

Thence S 38° 23' E a distance of 345.0 feet, more or less, to a point on the northern right-of-way line of Hickory Street;

Thence S 51° 37' W along the northern right-of-way line of said street, a distance of 500 feet;

Thence N 38° 23' W a distance of 214 feet, more or less, to the point of beginning.

Containing 13.58 acres, more or less, and being all of Tracts 243, 244, 246, 247 and 248 of the Escambia Treating Company Superfund Site Project.

Containing a net total of 18.99 acres, more or less.

## **Parcel 2**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as being;

All of Lots 26, 27 and 28 of Oak Park Subdivision, a subdivision of a portion of said Section 8 and Section 47, Township 1 South, Range 30 West, according to the plat of said subdivision thereof recorded in Plat Book 3, Page 93, of the records in the office of the Clerk of the Circuit Court of Escambia County, Florida.

Containing 0.54 of an acre, more or less, and being all of Tracts 231, 232 and 233 of the Escambia Treating Company Superfund Site Project.

**Parcel 3**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, and Section 47, Township 1 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as being:

All of Lots 29-34 of Oak Park Subdivision, a subdivision of a portion of said Section 8 and Section 47, Township 1 South, Range 30 West, according to the plat of said subdivision thereof recorded in Plat Book 3, Page 93, of the records in the office of the Clerk of the Circuit Court of Escambia County, Florida.

Containing 0.54 of an acre, more or less, and being all of Tracts 234, 236, 237, 238, 239, 241 and 242 of the Escambia Treating Company Superfund Site Project.

AND

All that tract or parcel of land lying and being in Sections 47 and 48, Township 1 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at a point at the northwest corner of Oak Park Subdivision, according to the plat of said subdivision thereof recorded in Plat Book 3, page 93, of the records in the office of the Clerk of the Circuit Court of Escambia County;

Thence Easterly along the north line of said subdivision a distance of 245.15 feet to the **POINT OF BEGINNING**;

Thence continue Easterly along the same course a distance of 150.00 feet, to a point at the southwest corner of a parcel of land described in Deed Book 554, page 134 of said records;

Thence Northerly and at a right angle to the line last traversed a distance of 250 feet, more or less, to a point on the northerly line of the property described as Parcel 5 in a final decree rendered in the Circuit Court of Escambia County dated 30 November 1961, wherein Ada Mae Wood, et al, were plaintiffs and William Johnson, et al, were defendants;

Thence Westerly  $83^{\circ} 14'$  to the left a distance of 140 feet, more or less, to an intersection with a line Northerly from the point of beginning and perpendicular to the north line of said Oak Park Subdivision;

Thence Southerly a distance of 270 feet, more or less, to the point of beginning.

Containing 0.87 of an acre, more or less, and being all of Tract 259 of the Escambia Treating Company Superfund Site Project.

Containing a net total of 1.41 acres, more or less.

#### **Parcel 4**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at a point where the west line of Lot 7 of the Brainard and McIntyre Subdivision of said Section 8 intersects the easterly right-of-way line of the Pensacola to Flomaton paved highway (U.S. Highway No. 29/FL. State Rd. No. 95);

Thence Southeasterly along the eastern right-of-way line of said highway a distance of 50 feet;

Thence Northeasterly and at a right angle to said highway right-of-way line a distance of 200 feet to the **POINT OF BEGINNING**;

Thence continue Northeasterly along the line last traversed a distance of 200 feet;

Thence at a right angle in a Southeasterly direction a distance of 375.67 feet;

Thence at a right angle in a Southwesterly direction a distance of 200 feet;

Thence at a right angle in a Northwesterly direction a distance of 375.67 feet, more or less, to the point of beginning.

Containing 1.73 of an acre, more or less, and being all of Tracts 253, 254, 256 and 257 of the Escambia Treating Company Superfund Site Project.

#### **Parcel 5**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at a point on the north line of said Section 8 where it intersects the easterly right-of-way line of the Pensacola to Flomaton paved highway (U.S. Highway No. 29/FL. State Rd. No. 95);

Thence East along the north line of said section a distance of 361.85 feet to a stone at the northwest corner of Lot 7 of the Brainard and McIntyre Subdivision of said Section 8;

Thence continue East along the north line of said section a distance of 0.9 feet to a pipe;

Thence continue East along the north line of said section a distance of 64.2 feet to a pipe and the **POINT OF BEGINNING**;

Thence continue East along the north line of said section a distance of 513 feet;

Thence S 38° 47' E a distance of 139.95 feet;

Thence S 51° 13' W a distance of 400 feet;

Thence N 38° 47' W a distance of 462.33 feet, more or less, to the point of beginning.

Containing 2.77 acres, more or less, and being all of Tracts 249, 251 and 252 of the Escambia Treating Company Superfund Site Project.

#### **Parcel 6**

All that tract or parcel of land lying and being in Section 5, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as being:

All of Lots 66-86, of Hermann's Subdivision of Lots 2, 3, 4, 5, and 6 of said Section 5, according to the plat of said subdivision thereof recorded in Deed Book 18, Page 449, of the records in the office of the Clerk of the Circuit Court of Escambia County, Florida.

Containing 5.00 acres, more or less, and being all of Tracts 301, 302, 303, 304, 306, 307, 308, 309, 311, 312, 313, 314, 316, 317, 318, 319, 321, 322 and 323 of the Escambia Treating Company Superfund Site Project.

#### **Parcel 7**

All that tract or parcel of land lying and being in Section 5, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as being:

All of Lots 30-32, Lots 39-44, Lots 48-61, and Lot 87 of Hermann's Subdivision of Lots 2, 3, 4, 5, and 6 of said Section 5, according to the plat of said subdivision thereof recorded in Deed

Book 18, Page 449, of the records in the office of the Clerk of the Circuit Court of Escambia County, Florida.

AND

All that portion of Short Street described as follows:

Beginning at a point which is at the northeast corner of Lot 32 of said subdivision and on the southern right-of-way line of Herman Avenue;

Thence Northeasterly along the southern right-of-way line of said Herman Avenue a distance of 30 feet to the northwest corner of Lot 61 of said subdivision;

Thence Southeasterly along the west line of said Lot 61 and subsequently along the west line of Lot 39 of said subdivision a distance of 320.9 feet to a point which is at the southwest corner of said Lot 39 and on the northern right-of-way line of Pearl Avenue;

Thence Southwesterly along the northern right-of-way line of said Pearl Avenue a distance of 30 feet to the southeast corner of Lot 31 of said subdivision;

Thence Northwesterly along the east line of said Lot 31 and subsequently along the east line of said Lot 32 a distance of 320.9 feet, more or less, to the point of beginning.

Containing 4.81 acres, more or less.

LESS AND EXCEPT

All that portion of said Lots 30, 31, 39, 40, 41, 42, 43, 44, 48, 49 and the 30 foot parcel lying east of said Lot 31, lying northwesterly of and within 25 feet of the survey line of Pearl Avenue, Section 48004-2701, said survey line to be described as follows:

Commencing at the northwest corner of Section 4, Township 2 South, Range 30 West;

Thence N 37° 00' 24" W 13.10 feet;

Thence S 52° 44' 46" W 15.97 feet;

Thence N 37° 36' 44" W 433.10 feet to the **POINT OF BEGINNING** of the survey line to be described herein;

Thence N 52° 51' 26" E 1325 feet to the end of the survey line herein described.

Containing 0.12 of an acre, more or less.

Containing a net total of 4.69 acres, more or less, and being all of Tracts 324, 326, 327, 328, 329, 332, 333, 334, 336, 337, 338, 339, 341, 342, 346, 347, 348, 349, 351, 352, 353, 354, 356 and 357 of the Escambia Treating Company Superfund Site Project.

**Parcel 8A**

All that tract or parcel of land lying and being in Section 5, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as being:

All of the east 5 feet of Lot 3 and all of Lots 4-18 of Hermann's Subdivision of Lots 2, 3, 4, 5, and 6 of said Section 5, according to the plat of said subdivision thereof recorded in Deed Book 18, Page 449, of the records in the office of the Clerk of the Circuit Court of Escambia County, Florida.

Containing 4.47 acres, more or less.

**LESS AND EXCEPT**

All that portion of Lots 4-18, lying southeasterly of the survey line of Pearl Avenue, Section 48004-2701, southwesterly of Station 39+50 and lying southeasterly of said survey line and within a transition from 25 feet at Station 39+50 to 40 feet at Station 40+00 and lying southeasterly of and within 40 feet of said survey line, northeasterly of Station 40+00, said stations to be located and said survey line to be described as follows:

Commencing at the northwest corner of Section 4, Township 2 South, Range 30 West;

Thence N 37° 00' 24" W 13.10 feet;

Thence S 52° 44' 46" W 15.97 feet;

Thence N 37° 36' 44" W 433.10 feet to the **POINT OF BEGINNING** of the survey line to be described herein;

Thence N 52° 51' 26" E 950 feet to Station 39+50;

Thence continue N 52° 51' 26" E 50 feet to Station 40+00;

Thence N 52° 51' 26" E 325 feet to the end of the survey line herein described.

Containing 0.27 of an acre, more or less.

**ALSO LESS AND EXCEPT**

All that portion of 17 and 18, less the West 40 feet lying southwesterly of and within 25 feet of a line (Southwest right of way line of L and N Railroad right of way), Section 48004-2701, said line to be described as follows:

Commencing at the northwest corner of Section 4, Township 2 South, Range 30 West;

Thence N 37° 00' 24" W 13.10 feet;

Thence N 52° 44' 46" E 1080.99 feet to the POINT OF BEGINNING of the line to be described herein;

Thence N 24° 24' 14" W 410 feet to the end of the line herein described.

Containing 0.06 of an acre, more or less.

**ALSO LESS AND EXCEPT**

A parcel of land, triangular in shape, lying and being in said Lots 17 and 18, more particularly described as follows:

Beginning at the intersection of the southeast right of way line of Pearl Avenue, as described above and the southwest right of way (25 feet) of a line as described above;

Thence S 24° 24' 14" E 90 feet;

Thence Northwesterly along a straight line to said southeast right of way line of Pearl Avenue at a point 90 feet S 52° 51' 26" W of the point of beginning;

Thence N 52° 51' 26" E 90 feet, more or less, to the point of beginning.

Containing 0.09 of an acre, more or less.

**ALSO LESS AND EXCEPT**

All that portion of said Lot 16 more particularly described as follows:

Beginning at the southeast corner of said Lot 16;

Thence West 90 feet;

Thence North 90 feet;

Thence East 90 feet;

Thence South 90 feet, more or less, to the point of beginning.

Containing 0.19 of an acre, more or less.

Containing a net total of 3.86 acres, more or less, and being all of Tracts 362, 363, 366, 367, 368, 369, 371, 372, 373 and 378 of the Escambia Treating Company Superfund Site Project.

**Parcel 8B**

All that tract or parcel of land lying and being in Section 5, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as being:

Commencing at the southeast corner of said Lot 16 of Hermann's Subdivision of Lots 2, 3, 4, 5, and 6 of said Section 5, according to the plat of said subdivision thereof recorded in Deed Book 18, Page 449, of the records in the office of the Clerk of the Circuit Court of Escambia County, Florida;

Thence West 50 feet to the **POINT OF BEGINNING**;

Thence continue West 10 feet;

Thence North 90 feet;

Thence East 10 feet;

Thence South 90 feet, more or less, to the point of beginning.

Containing 0.02 of an acre, more or less.

Containing 0.02 of an acre, more or less, and being all of Tract 376 of the Escambia Treating Company Superfund Site Project.

**Parcel 9**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at a point which is at the intersection of the eastern right-of-way line of North Pace Boulevard (Florida State Road No. 292) and the southern right-of-way line of West Loretta Street and at a corner of a tract of land now or formerly owned by Mehdi Mikhchi;

Thence Northeasterly along the southern right-of-way line of said street which is along the boundary of said Mikhchi tract a distance of 45 feet, more or less, to a point which is at a corner of said Mikhchi tract and the **POINT OF BEGINNING**;



Thence continue Northeasterly along the southern right-of-way line of said street a distance of 105 feet, more or less, to a point which is at a corner of a tract of land now or formerly owned by Randel I. Norwood, et ux;

Thence Southeasterly, at a right angle, along the boundary of said Norwood tract a distance of 125 feet, more or less, to a point which is at a corner of said Norwood;

Thence Northeasterly along the boundary of said Norwood tract a distance of 50 feet, more or less, to a corner of said Norwood tract;

Thence Northwesterly along the boundary of said Norwood tract a distance of 125 feet, more or less, to a point which is at a corner of said Norwood tract and on the southern right-of-way line of said West Loretta Street;

Thence Northeasterly along the southern right-of-way line of said street a distance of 50 feet, more or less, to a corner of a tract of land, now or formerly, owned by the F. E. Booker Company;

Thence Southeasterly along the boundary of said Booker tract a distance of 125 feet, more or less, to a corner of said Booker tract;

Thence Northeasterly along the boundary of said Booker tract a distance of 89 feet, more or less, to a corner of said Booker tract;

Thence Southeasterly along the boundary of said Booker tract a distance of 75 feet, more or less, to a point which is at a corner of said Booker tract and on the northern right-of-way line of West 42<sup>nd</sup> Lane;

Thence Southwesterly along the northern right-of-way line of said lane a distance of 368 feet, more or less, to a corner of said Mikhchi tract;

Thence Northwesterly along the boundary of said Mikhchi tract a distance of 216 feet, more or less, to the point of beginning.

Containing 1.11 acres, more or less, and being all of Tracts 402, 404 and 406 of the Escambia Treating Company Superfund Site Project.

#### **Parcel 10**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at the intersection of the western right-of-way line of Palafox Highway (U. S. Highway No. 29/Florida State Road No. 95: and the northern line of the Pablo Palmes Grant;

Thence Northwesterly along the western right-of-way line of said highway a distance of 914.0 feet, more or less, to a point which is at a corner of a tract of land, now or formerly, owned by Miracle Faith Center, Inc. and at a corner of a tract of land now or formerly owned by Professional Collision Center of Pensacola, Inc.;

Thence Southwesterly along the boundary of said Miracle Faith Center tract and the boundary of said Professional Collision Center tract and subsequently along the boundary of a tract of land now or formerly owned by Regina Wade Soles and subsequently along the boundary of a tract of land now or formerly owned by the F. E. Booker Company a distance of 900.0 feet, more or less, to a point which is at a corner of said F. E. Booker Company tract and the **POINT OF BEGINNING**;

Thence Southeasterly, at a right angle, along the boundary of said F. E. Booker Company tract a distance of 203.5 feet, more or less, to a point which is at a corner of said F. E. Booker Company tract and on the northern right-of-way line of West Loretta Street;

Thence Southwesterly along the northern right-of-way line of said street a distance of 100.0 feet, more or less, to a corner of a tract of land now or formerly owned by Kishor Patel, et ux;

Thence Northwesterly, at a right angle, along the boundary of said Patel tract a distance of 203.5 feet, more or less, to a point which is at a corner of said Patel tract and on the boundary of said Miracle Faith Center tract;

Thence Northeasterly, at a right angle, along the boundary of said Miracle Faith Center tract a distance of 100.0 feet, more or less, to the point of beginning.

Containing 0.47 of an acre, more or less, and being all of Tract 403 of the Escambia Treating Company Superfund Site Project.

#### **Parcel 11**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at intersection of western right-of-way line of Palafox Highway (U. S. Highway No. 29/Florida State Road No. 95) and the northern line of the Pablo Palmes Grant;

Thence Northwesterly along the western right-of-way line of said highway a distance of 914.0 feet, more or less, to a point which is at a corner of a tract of land now or formerly owned by Miracle Faith Center, Inc. and at a corner of a tract of land now or formerly owned by Professional Collision Center of Pensacola, Inc.;

Thence Southwesterly along the boundary of said Miracle Faith Center tract and the boundary of said Professional Collision Center tract a distance of 400.0 feet, more or less, to a point which is at a corner of said Professional Collision Center tract and the **POINT OF BEGINNING**;

Thence Southeasterly, at a right angle, along the boundary of said Professional Collision Center tract a distance of 202 feet, more or less, to a point which is at a corner of said Professional Collision Center tract and on the northern right-of-way line of West Loretta Street;

Thence Southwesterly along the northern right-of-way line of said street a distance of 50.0 feet, more or less, to a corner of said Miracle Faith Center tract;

Thence Northwesterly, at a right angle, along the boundary of said Miracle Faith Center tract a distance of 202 feet, more or less, to a point which is at a corner of said Miracle Faith Center tract;

Thence Northeasterly, at a right angle, along the boundary of said Miracle Faith Center tract a distance of 50.0 feet, more or less, to the point of beginning.

Containing 0.23 of an acre, more or less, and being all of Tract 447 of the Escambia Treating Company Superfund Site Project.

### Parcel 12

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at a point which is at the intersection of the western right-of-way line of Palafox Highway (U. S. Highway No. 29/Florida State Road No. 95) and the southern right-of-way line of West Loretta Street and at a corner of a tract of land now or formerly owned by B & M Starter and Alternator Service, Inc.;

Thence Southeasterly along the southern right-of-way line of said West Loretta Street which is along the boundary of said B & M Starter and Alternator Service tract a distance of 200 feet, more or less, to a point which is at a corner of said B & M Starter and Alternator Service tract and the **POINT OF BEGINNING**;

Thence Southeasterly, at a right angle, along the boundary of said B & M Starter and Alternator Service tract a distance of 82 feet, more or less, to a point which is at a corner of said B & M Starter and Alternator Service tract;

Thence Northeasterly, at a right angle, along the boundary of said B & M Starter and Alternator Service tract a distance of 61 feet, more or less, to a point which is at a corner of said B & M Starter and Alternator Service tract;

Thence Southeasterly, at a right angle, along the boundary of said B & M Starter and Alternator Service tract a distance of 106.5 feet, more or less, to a point which is at a corner of said B & M Starter and Alternator Service tract and on the northern right-of-way line of West 42<sup>nd</sup> Lane;

Thence Southwesterly along the northern right-of-way line of said West 42<sup>nd</sup> Lane a distance of 61 feet;

Thence Northwesterly, at a right angle, along the northern right-of-way line of said West 42<sup>nd</sup> Lane a distance of 3.5 feet;

Thence Southwesterly along the northern right-of-way line of said West 42<sup>nd</sup> Lane a distance of 150 feet;

Thence Southeasterly along the northern right-of-way line of said West 42<sup>nd</sup> Lane a distance of 3.5 feet;

Thence Southwesterly, at a right angle, along the northern right-of-way line of said West 42<sup>nd</sup> Lane a distance of 235 feet, more or less, to a point which is at a corner of a tract of land, now or formerly, owned by the F. E. Booker Company;

Thence Northwesterly, at a right angle, along the boundary of said Booker Company tract a distance of 185.5 feet, more or less, to a point which is at a corner of said Booker Company tract and on the southern right-of-way line of said West Loretta Street;

Thence Northeasterly along the southern right-of-way line of said West Loretta Street a distance of 385 feet, more or less, to the point of beginning.

Containing 1.79 of an acre, more or less, and being all of Tracts 408, 409, 411, 412 and 415 of the Escambia Treating Company Superfund Site Project.

### **Parcel 13**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Beginning at a point which is at the intersection of the western right-of-way line of Palafox Highway (U. S. Highway No. 29/Florida State Road No. 95) and the southern right-of-way line of West 42<sup>nd</sup> Lane;

Thence Southeasterly along the western right-of-way line of said Palafox Highway a distance of 85 feet, more or less, to a corner of a tract of land now or formerly owned by Jerry W. Mathes and Robert N. Heath;

Thence Southwesterly, at a right angle, along the boundary of said Mathes/Heath tract a distance of 420 feet, more or less, to a point which is at a corner of said Mathes/Heath tract;

Thence Northwesterly, at a right angle, along the boundary of said Mathes/Heath tract a distance of 85 feet, more or less, to a point which is at a corner of said Mathes/Heath tract and on the southern right-of-way line of said West 42<sup>nd</sup> Lane;

Thence Northeasterly along the southern right-of-way line of said West 42<sup>nd</sup> Lane a distance of 420 feet, more or less, to the point of beginning.

Containing 0.83 of an acre, more or less, and being all of Tract 413 of the Escambia Treating Company Superfund Site Project.

#### **Parcel 14**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at a point which is at the intersection of the western right-of-way line of Palafox Highway (U. S. Highway No. 29/Florida State Road No. 95) and the southern right-of-way line of West 42<sup>nd</sup> Lane and at a corner of a tract of land now or formerly owned by Buck Commander, et ux;

Thence Southwesterly along the southern right-of-way line of said West 42<sup>nd</sup> Lane which is along the boundary of said Commander tract and subsequently along the boundary of a tract of land now or formerly owned by Jerry W. Mathes and Robert N. Heath a distance of 570 feet, more or less, to a point which is at a corner of said Mathes/Heath tract and the POINT OF BEGINNING;

Thence Southeasterly, at a right angle, along the boundary of said Mathes/Heath tract a distance of 200 feet, more or less, to a point which is at a corner of said Mathes/Heath tract and on the northern right-of-way line of West 41<sup>st</sup> Lane;

Thence Southwesterly along the northern right-of-way line of said West 41<sup>st</sup> Lane a distance of 460 feet, more or less, to a corner of a tract of land now or formerly owned by the F. E. Booker Company;

Thence Northwesterly, at a right angle, along the boundary of said Booker Company tract a distance of 200 feet, more or less, to a point on the southern right-of-way line of said West 42<sup>nd</sup> Lane;

Thence Northeasterly along the southern right-of-way line of said West 42<sup>nd</sup> Lane a distance of 460 feet, more or less, to the point of beginning.

Containing 2.18 acres, more or less, and being all of Tracts 414 and 416 of the Escambia Treating Company Superfund Site Project.

### Parcel 15

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at the northwest corner of Lot 4 of said Section 8;

Thence East along the north line of Lot 4 of said section a distance of 40 feet, more or less, to a point which is on the eastern right-of-way line of North Pace Boulevard (Florida State Road No. 292);

Thence continue East along the north line of Lot 4 of said section which is subsequently along the boundary of a tract of land now or formerly owned by D. C. Tolbert and Alberta Tolbert as Trustees of the D. C. Tolbert and Alberta Tolbert Family Trust and along the boundary of a tract of land now or formerly owned by Alberta Tolbert a distance of 138.02 feet, more or less, to a corner of a tract of said Tolbert Family Trust tract and at a corner of a tract of land now or formerly owned by Mattie L. Lewis;

Thence Southeasterly along the boundaries of said Tolbert Family Trust tract and said Lewis tract a distance of 115 feet, more or less, to a point which is at a corner of said Tolbert Family Trust tract and at a corner of a tract of land, now or formerly, owned by Alberta Tolbert and Nell Vina Gulley;

Thence continue Southeasterly along the boundaries of said Tolbert-Gulley tract and said Lewis tract a distance of 115 feet, more or less, to a point which is at a corner of said Lewis tract, at a corner of said Tolbert-Gulley tract and on the northern right-of-way line of Clarinda Lane;

Thence West along the northern right-of-way line of said Clarinda Lane which is along the boundary of said Tolbert-Gulley tract a distance of 67 feet, more or less, to a point which is at a corner of said Tolbert-Gulley tract and the **POINT OF BEGINNING**;

Thence continue West along the northern right-of-way line of said Clarinda Lane a distance of 40 feet, more or less, to a corner of another tract of land now or formerly owned by Alberta Tolbert and Nell Vina Gulley;

Thence North along the boundary of said other Tolbert-Gulley tract a distance of 100 feet, more or less, to a point which is at a corner of said Tolbert-Gulley tract and on the boundary of said Tolbert Family Trust tract;

Thence East along the boundary of said Tolbert Family Trust tract a distance of 40 feet, more or less, to a point which is at a corner of said Tolbert-Gulley tract;

Thence South along the boundary of said Tolbert-Gulley tract a distance of 100 feet, more or less, to the point of beginning.

Containing 0.09 of an acre, more or less, and being all of Tract 421 of the Escambia Treating Company Superfund Site Project.

#### Parcel 16

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at the northwest corner of Lot 4 of said Section 8;

Thence East along the north line of Lot 4 of said section a distance of 40 feet, more or less, to a point which is on the eastern right-of-way line of North Pace Boulevard (Florida State Road No. 292);

Thence continue East along the north line of Lot 4 of said Section 8 which is subsequently along the boundary of a tract of land now or formerly owned by D. C. Tolbert and Alberta Tolbert as Trustees of the D. C. Tolbert and Alberta Tolbert Family Trust and along the boundary of a tract of land now or formerly owned by Alberta Tolbert a distance of 138.02 feet, more or less, to a point which is at a corner of a tract of said Tolbert Family Trust tract and the **POINT OF BEGINNING**;

Thence continue East along the north line of Lot 4 of said Section 8 which is along the boundary of said Alberta Tolbert tract and subsequently along the boundary of a tract of land, now or formerly, owned by the F. E. Booker Company and subsequently along the boundary of a tract of land, now or formerly, owned by Lloyd L. Simoneaux and subsequently along the boundary of a tract of land, now or formerly, owned by David R. Robinson and Selina A. Robinson a distance of 675 feet, more or less, to a point which is at a corner of said Robinson tract;

Thence Northwesterly along the boundary of said Robinson tract a distance of 70 feet, more or less, to a corner of said Robinson tract;

Thence Northeasterly, at a right angle, along the boundary of said Robinson tract a distance of 100 feet, more or less, to a point which is at a corner of said Robinson tract and on the western right-of-way line of Clover Lane;

Thence Southeasterly along the western right-of-way line of said Clover Land a distance of 50 feet, more or less, to the southern right-of-way line of West 40<sup>th</sup> Lane;

Thence Northeasterly along the southern right-of-way line of said West 40<sup>th</sup> Lane a distance of 110 feet, more or less, to a corner of a tract of land, now or formerly, owned by JAB Investments;

Thence Southeasterly, at a right angle, along the boundary of said JAB Investments tract a distance of 182.75 feet, more or less, to a point which is on the north line of Lot 4 of said Section 8, at a corner of said JAB Investments tract and on the boundary of a tract of land now or formerly owned by the Estate of Joseph Thrash, Jr.;

Thence West along the north line of Lot 4 of said section which is along the boundary of said Thrash tract a distance of 20 feet, more or less, to a corner of said Thrash tract;

Thence Southeasterly along the boundary of said Thrash tract a distance of 272.25 feet, more or less, to a point which is at a corner of said Thrash tract and on the northern right-of-way line of Clarinda Lane;

Thence West along the northern right-of-way line of said lane a distance of 984.65 feet, more or less, to a corner of said Tolbert-Gulley tract;

Thence Northeasterly along the boundary of said Tolbert-Gulley tract and subsequently along the boundary of said Tolbert Family Trust tract a distance of 230 feet, more or less, to the point of beginning.

Containing 5.93 acres, more or less, and being all of Tracts 423, 424, 426, 427, 428, 429, 431, 434, 436, 437, 438, 439, 441 and 446 of the Escambia Treating Company Superfund Site Project.

#### **Parcel 17**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Beginning at a point which is at the northeast corner of Lot 4 of said Section 8, on the boundary of a tract of land now or formerly owned by Earl G. Pitman, Jr. and Thomas B. McClendon and at a corner of a tract of land now or formerly owned by Walters Properties, LLC;



Thence Southeasterly along the boundary of said Pitman and McClendon tract a distance of 220 feet, more or less, to a point which is on the northern right-of-way line of Clarinda Lane, at a corner of said Pitman and McClendon tract and at a corner of a tract of land now or formerly owned by Goldstein Enterprises, L.L.C.;

Thence Southwesterly and Westerly along the northern right-of-way line of said lane which is along the boundary of said Goldstein Enterprises tract a distance of 316.91 feet, more or less, to a corner of a tract of land, now or formerly, owned by the Estate of Joseph Thrash, Jr.;

Thence North, at a right angle, along the boundary of said Thrash tract a distance of 135.56 feet, more or less, to a corner of said Thrash tract;

Thence East, at a right angle, along the boundary of said Thrash tract a distance of 20.64 feet, more or less, to a corner of said Thrash tract;

Thence Northwesterly along the boundary of said Thrash tract a distance of 98.27 feet, more or less, to a point which is on the north line of Lot 4 of said Section 8, a corner of said Thrash tract and on the boundary of said Walters Properties tract;

Thence East along the north line of Lot 4 of said Section 8 which is along the boundary of said Walters Properties tract a distance of 187.2 feet, more or less, to the point of beginning.

Containing 1.11 acres, more or less, and being Tracts 443 and 444 of the Escambia Treating Company Superfund Site Project.

### **Parcel 18**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at a point which is 698.67 feet north of the southwest corner of Lot 4 of said Section 8;

Thence East along a line parallel with the north line of Lot 4 of said section a distance of 466.65 feet, more or less, to a point which is at a corner of a tract of land, now or formerly, owned by Ferriss Moving & Storage Co., Inc. and the **POINT OF BEGINNING**;

Thence North, at a right angle, along the boundary of said Ferriss Moving & Storage Co. tract a distance of 128.2 feet, more or less, to a point which is at a corner of said Ferriss Moving & Storage Co. tract and on the southern right-of-way line of Clarinda Lane;

Thence East along the southern right-of-way line of said lane a distance of 360 feet, more or less, to a corner of a tract of land, now or formerly, owned by William R. Johnson, et ux;

Thence Southeasterly along the boundary of said Johnson tract a distance of 210 feet, more or less, to a point which is at a corner of said Johnson tract and on the boundary of a tract of land, now or formerly, owned by Whitesell-Green, Inc.;

Thence West along the boundary of said Whitesell-Green, Inc. tract a distance of 210 feet, more or less, to a point which is at a corner of said Whitesell-Green, Inc. tract and on the boundary of a tract of land, now or formerly, owned by Tom White the Printer, Inc.;

Thence Northwesterly along the boundary of said Tom White the Printer, Inc. tract a distance of 75 feet, more or less, to a corner of said Ferriss Moving & Storage Co. tract;

Thence West along the boundary of said Ferriss Moving & Storage Co. tract a distance of 193.35 feet, more or less, to the point of beginning.

Containing 1.46 acres, more or less, and being all of Tracts 452, 453, 454 and 456 of the Escambia Treating Company Superfund Site Project.

#### Parcel 19

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at a point which is 698.67 feet north of the southwest corner of Lot 4 of said Section 8;

Thence East along a line parallel with the north line of Lot 4 of said section a distance of 316.65 feet, more or less, to a point which is on the boundary of a tract of land now or formerly owned by Ferriss Moving & Storage Co., Inc., at a corner of a tract of land now or formerly owned by Robert Hartley and Vanessa M. Hartley and the **POINT OF BEGINNING**;

Thence North, at a right angle, along the boundary of said Hartley tract a distance of 128.2 feet, more or less, to a point which is at a corner of said Hartley tract and on the southern right-of-way line of Clarinda Lane;

Thence East along the southern right-of-way line of said lane a distance of 70 feet, more or less, to a corner of said Ferriss Moving & Storage Co. tract;

Thence South, at a right angle, along the boundary of said Ferriss Moving & Storage Co. tract a distance of 128.2 feet, more or less, to a point which is at a corner of said Ferriss Moving & Storage Co. tract;

Thence West, at a right angle, along the boundary of said Ferriss Moving & Storage Co. tract a distance of 70 feet, more or less, to the point of beginning.

Containing 0.20 of an acre, more or less, and being all of Tract 451 of the Escambia Treating Company Superfund Site Project.

**Parcel 20**

All that tract or parcel of land lying and being in Section 8, Township 2 South, Range 30 West, Tallahassee Meridian, Escambia County, Florida, more particularly described as follows:

Commencing at a point which is 698.67 feet north of the southwest corner of Lot 4 of said Section 8;

Thence East along a line parallel with the north line of Lot 4 of said section a distance of 266.65 feet, more or less, to a point which is at a corner of a tract of land, now or formerly, owned by Robert Hartley and Vanessa M. Hartley, at a corner of a tract of land, now or formerly, owned by Ferriss Moving & Storage Co., Inc., at a corner of a tract of land now or formerly owned by LOJ, LLC and the **POINT OF BEGINNING**;

Thence East along the boundary of said LOJ, LLC tract a distance of 79.2 feet, more or less, to a point which is at a corner of said LOJ, LLC tract and at a corner of a tract of land, now or formerly, owned by H. L. Davis Company, Inc.;

Thence Northwesterly along the boundary of said Davis Company tract and subsequently along the boundary of a tract of land now or formerly owned by Pierre J. Habecker and Wanda J. Habecker a distance of 99.53 feet, more or less, to a point which is at a corner of a tract of land now or formerly owned by Escambia County, Florida;

Thence East along the boundary of said Escambia County tract a distance of 45.63 feet, more or less, to a point which is at a corner of said Escambia County tract;

Thence North, at a right angle, along the boundary of said Escambia County a distance of 32.02 feet, more or less, to a point which is at a corner of said Escambia County tract and on the southern right-of-way line of Clarinda Lane;

Thence East along the southern right-of-way line of said lane a distance of 50 feet, more or less, to a corner of said Hartley tract;

Thence South, at a right angle, along the boundary of said Hartley tract a distance of 14.35 feet, more or less, to a point which is at a corner of said Hartley tract;

Thence East along the boundary of said Hartley tract a distance of 8.0 feet, more or less, to a point which is at a corner of said Hartley tract;

Thence South, at a right angle, along the boundary of said Hartley tract a distance of 56.3 feet, more or less, to a point which is at a corner of said Hartley tract;

Thence West, at a right angle, along the boundary of said Hartley tract a distance of 8.0 feet, more or less, to a point which is at a corner of said Hartley tract;

Thence South along the boundary of said Hartley tract a distance of 57.55 feet, more or less, to the point of beginning.

Containing 0.26 of an acre, more or less, and being all of Tracts 448, 457 and 458 of the Escambia Treating Company Superfund Site Project.

Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 containing in the aggregate 55.40 acres, more or less.

***Exhibit B***

(to Declaration of Restrictive Covenants for the neighborhoods  
formerly known as Oak Park, Escambia Arms, Clarinda Triangle and Herman & Pearl)

**LIST OF ENCUMBRANCES**

**Parcel 1**

**Tracts 201, 202, 203, 204, 206, 207, 209, 212, 213, 214, 216, 217, 218, 219, 221, 226, and 229**

Easement in favor of Gulf Power Company as recorded in Deed Book 426 at Page 587 of the Public Records of Escambia County, Florida.

**Tracts 208, 211, 222, 223, 224, 227 and 228**

1. Gulf Power Company Easement as recorded in Deed Book 519 at Page 292 of the Public Records of Escambia County, Florida.
2. Covenants, Conditions and Restrictions recorded in Deed Book 502 at Page 137 of the Public Records of Escambia County, Florida.

**Parcel 2**

**Tracts 231, 232 and 233**

1. Gulf Power Company Easement as recorded in Deed Book 519 at Page 292 of the Public Records of Escambia County, Florida.
2. Covenants, Conditions and Restrictions recorded in Deed Book 502 at Page 137 of the Public Records of Escambia County, Florida.

**Parcel 3**

**Tracts 234, 236, 237 and 238**

Easement in favor of Gulf Power Company as recorded in Deed Book 426 at Page 587 of the Public Records of Escambia County, Florida.

**Tracts 239, 241 and 242**

1. Gulf Power Company Easement as recorded in Deed Book 519 at Page 292 of the Public Records of Escambia County, Florida.
2. Covenants, Conditions and Restrictions recorded in Deed Book 502 at Page 137 of the Public Records of Escambia County, Florida.

**Parcel 7**

**Tract 352**

Drainage Easement in favor of Escambia County, a political subdivision of the state of Florida, recorded in Official Records Book 2543 at Page 154 of the Public Records of Escambia County, Florida.

**Parcel 15**

**Tract 421**

Easement to Gulf Power Company recorded in Deed Book 167 at Page 441 of the Public Records of Escambia County, Florida.

**Parcel 16**

**Tract 446**

Easement to Gulf Power Company recorded in Deed Book 167 at Page 420 of the Public Records of Escambia County, Florida.

R E C E I V E D  
APR 24 2013

DEPT. OF ENVIRONMENTAL PROTECTION  
OFFICE OF GENERAL COUNSEL

**FINAL  
OPERATIONS AND MAINTENANCE (O&M) PLAN**

**ESCAMBIA WOOD  
TREATING COMPANY  
SUPERFUND SITE  
  
OPERABLE UNIT 01 (SOIL)**

**PENSACOLA, ESCAMBIA COUNTY, FLORIDA**

**PREPARED BY:**

**U.S. ENVIRONMENTAL PROTECTION AGENCY  
REGION 4  
ATLANTA, GEORGIA**



**March 2012  
Revision 4**



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## Acronyms and Abbreviations

ARAR	Applicable or Relevant and Appropriate Requirement
Black & Veatch	Black & Veatch Special Projects Corp.
COC	Chemical of Concern
EPA	U.S. Environmental Protection Agency
ETC	Escambia Wood Treating Company
FDEP	Florida Department Environmental Protection
GCL	Geosynthetic clay liner
Geonet	Geosynthetic drainage net
HASP	Health and Safety Plan
HDPE	High Density Polyethylene
O&M	Operations and Maintenance
OU1	Operable Unit One
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
PAH	Polycyclic aromatic hydrocarbons
PCP	Pentachlorophenol
psi	pounds per square inch
QA/QC	Quality Assurance/Quality Control
RA	Remedial Action
ROD	Record of Decision
SVOC	Semi-volatile Organic Compounds
SWMU	Solid Waste Management Unit
S/S subcap	Solidified/Stabilized subcap
SSC	State Superfund Contract
USACE	U.S. Army Corps of Engineers
VOC	Volatile organic compound

## **1.0 Introduction**

### **1.1 Intent of Document**

This Operations and Maintenance (O&M) Plan is for Operable Unit 1 (OU1) at the Escambia Wood Treating Company (ETC) Superfund Site in Pensacola, Florida. The U.S. Environmental Protection Agency (EPA) conducted two Superfund Remedial Actions (RA) for OU1, an Interim RA starting in 1997 and a Final RA starting in 2006. Once a Superfund Remedial Action is complete, Operations and Maintenance must be conducted to ensure that the remedy remains protective of human health and the environment. This O&M Plan documents the O&M activities the EPA and FDEP agree are required to successfully maintain the protectiveness of the OU1 Remedies for the ETC Site. This O&M plan and the required O&M activities can be modified by agreement of the EPA and the State.

### **1.2 Site History and Location**

The ETC facility manufactured pressure treated wood products, primarily utility poles and foundation pilings. From 1942 to approximately 1970, coal-tar creosote was the primary wood preservative. Starting in 1963, Pentachlorophenol (PCP) dissolved in No. 6 diesel fuel was also used at the facility, and was the sole preservative in use from 1970 until 1982 when the facility closed. Facility operations resulted in extensive creosote, (polycyclic aromatic hydrocarbons (PAH)) and PCP contamination of soil and ground water. Soil at the Site is also contaminated with PAHs and dioxin, which is a common impurity in commercial-grade PCP.

Contaminated wastewater and runoff from the former treatment area were the primary chemical wastes managed at the facility. From the mid-1940s through the mid-1950s, all wastewater was sent to an unlined impoundment located in the northeastern part of the Site. After the mid-1950s, wastewater was processed by an oil/water separator to recover treating chemicals, and then sent to an impoundment to be discharged to the Pensacola sanitary sewer system or be pumped back into the process vacuum line. The contaminated runoff from the treatment area was directed into a runoff collection/separation system, where wastewater was allowed to evaporate from an impoundment area and the remaining liquid was discharged to the Pensacola sanitary sewer system.

The former ETC facility occupies approximately 26 acres and is located at 3910 North Palafox Street in the City of Pensacola, Escambia County, Florida (approximately 30° 27' 19" north latitude and 87° 13' west longitude).

### **1.3 Previous EPA Actions**

Starting in 1982, EPA and the State of Florida cited the ETC facility for numerous violations, including uncontrolled ground water contamination and inadequate financial assurance under hazardous waste regulations. In June 1990, EPA conducted a Facility Assessment at the ETC facility to verify the findings of an earlier file review, to assess the release or the potential for release of hazardous wastes or constituents from the facility, and to assess if further action is needed. The assessment identified 32 Solid Waste Management Units (SWMUs) and recommended the entire facility be treated as an Area of Concern. The site was uncontrolled, and there were immediate pathways of exposure to open waste pits, contaminated soil, and chemical drums.

Escambia Treating Company went bankrupt and abandoned the facility in 1991; in response EPA Region 4 activated the EPA Environmental Response Team to perform a preliminary assessment of the Site. The investigation indicated that a removal action was needed. In October 1991, EPA began a removal action to address immediate risks of exposure and to stabilize the Site. EPA excavated about 225,000 cubic yards of contaminated material and stored it under a 60-mil (1.5 millimeters [mm]), high density polyethylene (HDPE) liner treated to be resistant to ultraviolet light. The former process area and a former wastewater pond/landfill were excavated to approximately 40 feet deep. The removal action was completed in 1992.

EPA proposed the Site for inclusion on the National Priorities List (NPL) in August 1994 and the listing on the NPL was finalized on December 16, 1994.

### **1.4 Operable Unit 1 Remedial Actions**

Cleanup actions were divided into two Operable Units: OU1 addresses soil contamination and OU2 addresses contaminated ground water. For OU1, the EPA selected an Interim Remedial Action in 1997 and a Final Remedial Action in 2006.

#### ***1.4.1 Interim Remedial Action - Relocation***

The Interim Remedial Action for OU1 was selected in a 1997 Interim Record of Decision. The Interim ROD called for the permanent relocation of 358 households from the neighborhoods north of the facility (Rosewood Terrace, Oak Park, and Escambia

Arms) and the Goulding (Herman and Pearl Streets) neighborhoods south of the site. The relocation was carried out as part of the National Relocation Pilot Project. The relocation occurred from November 1997 to August 2005. In 2006, The Clarinda Triangle neighborhood was added to the Interim Remedy and an additional 46 households were permanently relocated from December 2006 to 2009. In total, more than 400 households and about 500 people were relocated and about 70 acres of land was acquired by the Federal Government.

#### **1.4.2 Final Remedial Action - Soil Remedy**

The Final Remedial Action for OU1 was selected in a 2006 Record of Decision. The cleanup strategy for the final OU1 soil remedy is to treat principal threat wastes through solidification/stabilization and to permanently isolate surface and subsurface soil contaminated above the selected cleanup levels in an on-site containment system in order to protect both human and ecological receptors. Construction activities began on September 24, 2007. The major components of the Remedy include:

- Excavation of contaminated soil on- and off-site;
- Containment of the contaminated soil in a lined cell followed by installation of a multi-layer cap over the containment system;
- Solidification/stabilization of identified principal threat waste to form a sub-cap beneath the multi-layer cap;
- Long-term operation & maintenance of the cap and containment system;
- Long-term monitoring of the containment system;
- Institutional controls to restrict future use of the Site to commercial uses compatible with the remedy;
- Five-year reviews of the remedy to ensure protectiveness is maintained; and
- Residential relocation within and immediately adjacent to the Clarinda Triangle neighborhood.

### **1.5 Milestone dates for State assumption of O&M responsibilities**

The phase of the Superfund program that follows Remedial Action is called Operation and Maintenance (O&M). O&M measures are designed to maintain the remedy at a site to ensure that the remedy remains protective of human health and the environment. Because the ETC OU1 remedy contains waste in an on-site containment and involves institutional controls, O&M is required indefinitely.

### **Responsibility for O&M**

Under CERCLA § 104(c), the State of Florida is responsible to pay for or ensure payment for all O&M activities at the ETC site. The State may assign O&M activities to a contractor, local government, or other entity. However, even if the State assigns O&M activities to another entity, the State remains ultimately responsible for its statutory and contractual O&M obligations. The State of Florida's Department of Environmental Protection is the specific organizational unit of the State responsible for O&M.

### **Definition of Operation and Maintenance**

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 CFR§300.435(f)(1), defines O&M as those measures "initiated after the remedy has achieved the remedial action objectives and remediation goals in the ROD (Record of Decision), and is determined to be *operational and functional*."

### **Definition of Operational and Functional**

The O&F determination governs when O&M begins. Pursuant to the NCP, 40 CFR§300.435(f)(2), "A remedy becomes 'operational and functional' either one year after construction is complete, or when the remedy is determined concurrently by EPA and the State to be functioning properly and is performing as designed, whichever is earlier."

At the ETC site, the dewatering phase of the containment cell construction will take longer to complete than will the other portions of the OU1 remedy. Therefore, for purposes of determining O&F, EPA and the State will treat the dewatering phase of the containment cell construction separately from the other portions of the remedy for OU1. This means that EPA and the State will make two O&F determinations: one for the dewatering phase of the containment cell construction; and one for the OU1 remedy excluding the dewatering phase of the containment cell construction.

### **Determining O&F for the Dewatering Phase of the Containment Cell Construction**

Within one year of the determination that the dewatering phase of the construction is completed, the EPA and the State will document the O&F determination for the dewatering phase by means of a letter agreement, to be signed by both parties, which will state that the dewatering phase of the containment cell construction is "functioning properly and performing as designed." The date the letter of agreement is signed by the second party will be the date that the dewatering phase of the containment cell construction will reach O&F.

### **Determining O&F for the OU1 Remedy, Excluding Dewatering Phase of the Containment Cell Construction**

EPA and the State have agreed in an amendment to the State Superfund Contract (SSC) that the OU1 Remedy, excluding the dewatering phase of the containment cell construction, will be “functioning properly and performing as designed”, as is contemplated by 40 C.F.R. §300.435(f)(2), as of the date the United States’ interest in the real property at the Site is transferred to the State. The date of the property transfer to the State will be the date that the OU1 Remedy, excluding the dewatering phase of the containment cell construction, will reach O&F.

### **Operation and Maintenance**

O&M for the Operable Unit 1 remedy is required since waste materials will remain on site. The State will assume responsibility for Operation and Maintenance (O&M) for the OU1 Remedy, excluding the dewatering phase of the construction, the day following the date the United States’ interest in the real property at the Site is transferred to the State. The State will assume responsibility for O&M for the dewatering phase of the containment cell construction following the completion of the construction, inspection by the State and EPA, and the determination that that the dewatering portion of the remedy is operational and functional.

### **Final Remedial Action Report**

An Interim Remedial Action Report will be issued within 90 days of the O&F determination for the OU1 Remedy, excluding the dewatering phase of the containment cell construction. This will document the RA completion and will supplement the Interim RA Reports previously completed for the Remedial Actions. A Final Remedial Action Report will be prepared within be issued within 90 days of the O&F determination of the dewatering phase of the containment cell construction.

### **The EPA’s role during O&M**

The EPA retains responsibility for determining if and when specific O&M activities are complete and for conducting five-year reviews. The EPA will require the submittal of periodic reports, maintain certain records, and host site visits from the EPA, as documented in this O&M Plan. The EPA cannot use federal funding for conducting O&M on parts of the Remedy that are O&F, except in specific cases, and may only use the Fund for oversight of O&M activities. EPA policy is to consider using EPA funding to repair or modify a remedy in the O&M phase when a latent design or construction



defect is found or when a new contaminant of concern or a more stringent cleanup level necessitates changes to the remedy.

## **1.6 Summary of O&M activities**

### ***1.6.1 Description and duration of O&M activities***

The primary goal of O&M activities at the ETC Site is to protect the containment cell and liner system during future reuse or redevelopment of the site. The basic categories of O&M activities are:

- Inspection
- Sampling, Monitoring and Analysis
- Routine Operation and Maintenance
- Reporting
- Emergency Notification Procedures
- Health and Safety Requirements for O&M Activities
- Proper Use of Property and Monitoring of Institutional Controls

### ***1.6.2 Summary of O&M performance standards***

The goal of the O&M activities is to ensure that the remedy remains protective of human health and the environment. The State of Florida must document that the O&M activities have been conducted in accordance with the O&M plan through the reporting requirements of this O&M Plan, described in Section 3.4.

### ***1.6.3 Conditions for modifying or terminating O&M activities***

This O&M Plan can only be modified by the consent of the EPA and the State of Florida. Because the ETC OU1 remedy contains waste in an on-site containment and involves institutional controls, many of the O&M activities are not eligible for termination. However, the frequency of O&M activities will change over time. To modify or terminate O&M activities, the O&M Plan must be revised in writing by the EPA.

## **1.7 Organization of this Plan**

Section 2 presents an overview of the design and functional description of key components of the remedy. Section 3 presents the O&M activities in detail. Appendix A contains the Final Design Drawings and the Site Survey. Appendix B presents a photo log of the components of the OU1 Remedy from the final joint inspection for the OU1

remedy. Appendix C provides copies of the warranties for the geosynthetic materials used for the liner system of the OU1 containment cell.

## **2.0 Remedy Design and Function of the Remedial Components**

### **2.1 Overview of Remedy Design**

The overall cleanup strategy for the OU1 remedy is to treat principal threat wastes through solidification/stabilization and to permanently isolate surface and subsurface soil contaminated above the selected cleanup levels in an on-site containment system to protect both human and ecological receptors. This section presents an overview of the design of the OU1 remedial action and the function of the remedial components. The key engineered elements of the ETC OU1 remedial action:

- Engineered Containment Cell
  - Containment Cell Bottom Liner and Sumps
  - Contaminated Soil Layers
  - Solidified/Stabilized Soil Subcap
  - Containment Cell Cap “Top Liner”
- Subsurface Water Drainage System
- Soil Cover System
- OU1 Remedy Verification Groundwater Monitoring Wells
- Surface Water Management System

The non-physical or administrative key elements of the ETC OU1 remedial action are:

- Institutional Controls
- Acquisition of Residential Real Estate

## **2.2 Engineered Containment Cell**

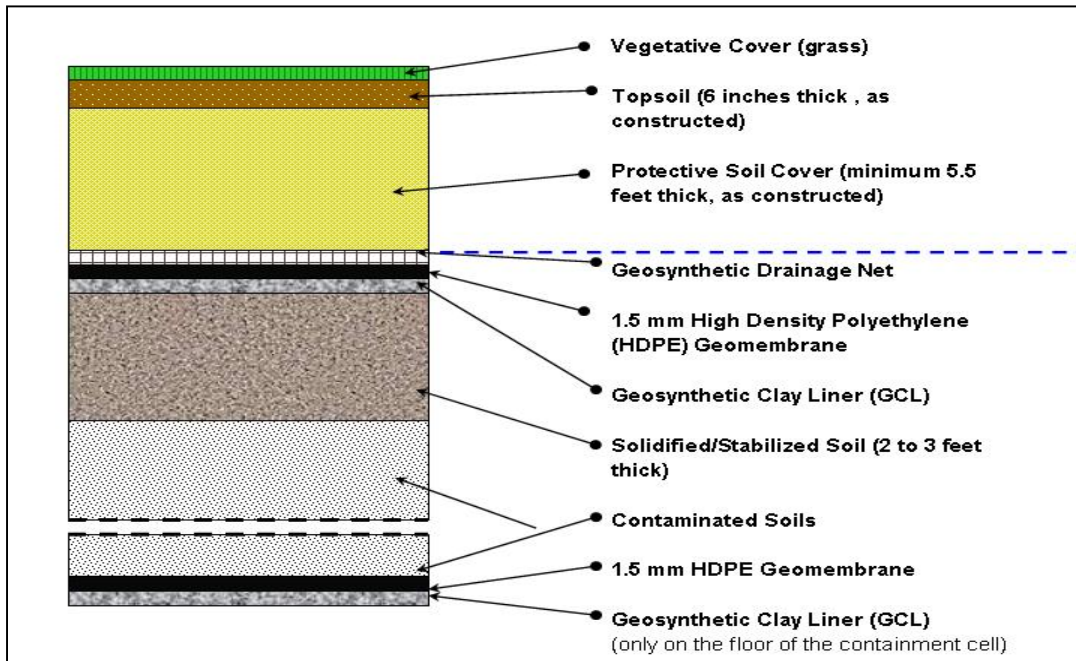
During the RA, contaminated soils that exceeded the site cleanup goals were excavated and deposited in an engineered containment cell on site. The containment cell is about 18 acres in size and about 550,000 cubic yards in volume. Detailed information on the containment cell can be found in the Remedial Action Report for OU1 Soils. The 100% Remedial Design Drawings and the Final Site Survey are provided in Appendix A.

### **2.2.1 Containment Cell Bottom Liner**

The containment cell liner was installed in three stages as the subgrade was prepared using temporary berms between each stage to contain rainfall run-off within the lined areas. The bottom liner consisted of a composite liner (60 mil HDPE and geosynthetic clay liner (GCL)) on the base of the cell and for a 3 foot height around the base of the containment cell slope. The rest of the slope was a single 60 mil HDPE liner. To facilitate drainage, four sumps were constructed in the corners of the containment cell and filled with gravel. Geocomposite drainage strips were laid in the base of the cell to drain to the sumps. The gravel-filled collection sumps included perforated HDPE collection pipes with solid HDPE risers. The sumps were installed to collect rainfall that fell into the containment cell prior to placement of the top liner and the resulting leachate. The liner system was installed under strict Quality Assurance/Quality Control (QA/QC) inspection and testing. Figure 1 provides a schematic illustration of the containment system at the Site, with the composite liner system at the bottom, covered with contaminated soils, solidified/stabilized soil, the top liner, the Subsurface Water Drainage System and finally the soil cover.

### **2.2.2 Contaminated Soil Layers**

Contaminated soil was excavated from either temporary stockpiles or directly from the excavations and transported to the containment cell. Excavated soils were placed and spread in lifts and compacted. The lift thickness was varied in the field to determine the optimal lift thickness that could be compacted to the specified 95 percent of maximum density as determined by ASTM D1557.



**Figure 1 Cross-section of Containment Cell**

### **2.2.3 Solidified/Stabilized Soil Subcap**

The top 2 to 3 feet of the containment cell consists of the Solidified/Stabilized subcap (S/S subcap). Prior to placement of the Solidified/Stabilized subcap (S/S subcap), the contaminated soil subgrade was graded to the contours of the final drainage system for the closure system and the grade was verified by survey. The S/S subcap was processed in a volumetric pugmill that mixed the soil, cement, and water in the required proportions. The S/S mix was spread and compacted by bulldozers. The final lift of the subcap was finished with a smooth steel roller to provide a smooth subgrade surface for placement of the geosynthetic cap materials. The average strength of the subcap exceeded 350 psi, in excess of the design specification of 250 psi. The compressive strength test results for the Solidified/Stabilized subcap are presented in Appendix H of the Remedial Action Report.

### **2.2.4 Containment Cell Cap “Top Liner”**

The containment cell cap or “top liner” was installed on top of the S/S subcap and consisted of a composite liner with a GCL and a 60 mil HPDE geomembrane. The HDPE geomembrane was attached to the liner system at the bottom of the containment cell.

## **2.3 Subsurface Water Drainage System**

A subsurface drainage system was installed above the containment cell cap to minimize the head on the containment cell cap and to prevent excess pore water pressure from

undermining the structural integrity of the soil above the containment cell. The shape of the S/S subcap was designed to facilitate drainage across the top of the containment cell. On top of the containment cell cap, a continuous layer of high-permeability geosynthetic drainage net (geonet) was installed to speed the flow of any infiltrated storm water off of the cap. Slotted HDPE pipes run north or south across the surface of the containment cell, draining to precast manholes. The manholes provide access for future inspection of the drainage system. The manholes are connected by HDPE pipes that run along the north and south of the cell. These pipes discharge into a city storm water pond northeast of the cell.

## **2.4 Soil Cover System**

Above the Subsurface Water Drainage System, the final soil cover consists of a minimum of 6 feet of clean soils to protect the liner and provide room for construction on top of the containment cell. This consists of uncontaminated natural soil excavated during the construction of the engineered containment cell. The top 6 inches of the soil cover is topsoil. The Site Survey in Appendix A shows the contours of the surface soil after the soil cover was in place in February 2010. The Site Survey also contains a cross-section of the elevation of the cap liner and the final grade as of February 2010.

## **2.5 OU1 Remedy Verification Groundwater Monitoring Wells**

The ROD requires a network of OU1 remedy verification groundwater monitoring wells around the containment cell to measure the water level elevation and to monitor for leaks from the containment cell. Two to four monitoring wells will be developed and installed by EPA during the OU2 remedial investigation, since the wells will also be used to provide water level data for the OU2 remedy.

## **2.6 Surface Water Management System**

The storm water that falls on the capped area runs off to either the large pond located south of the cell or to the City-owned storm water pond northeast of the site. Storm water that infiltrates into the soil cover enters the subsurface water drainage system discussed in section 2.3.

## **2.7 Institutional Controls**

Both OU1 Remedies call for Institutional Controls (ICs) to ensure the protectiveness of the remedies. ICs will be placed on the site to restrict future use to commercial and industrial uses in areas where that restriction is needed to prevent potential exposure. To protect the engineered components of the remedy, ICs are needed to document the restrictions on construction and site use.

### **2.7.1 Institutional Controls – Parcels without containment cell**

The parcels that do not house the containment cell have the following ICs, excerpted from the Declaration of Restrictive Covenants:

1. **Restrictions on Use:** The Property shall be used solely for commercial, industrial, or manufacturing purposes, except that the Property shall not be used for any business involving temporary or permanent housing of individuals. The following uses are forbidden unless FDEP grants prior approval in accordance with Paragraph 3 of the Declaration of Restrictive Covenants:
  - a. The Property shall not be used for residential purposes, including mobile homes, hotels, motels, apartments, dormitories, campgrounds, group homes, retirement communities, or temporary shelters.
  - b. The property shall not be used for day care centers, kindergartens, or elementary or secondary schools.
  - c. The property shall not be used for playgrounds, athletic fields, or camps.
  - d. The property shall not be used for mining or agricultural purposes, including community gardens and forestry.

### **2.7.2 Institutional Controls – Parcels with containment cell**

The restrictions on development and construction are more stringent for the parcels with the containment cell. Developers and construction contractors shall be required to submit their construction plans to the FDEP for review prior to any construction within the containment cell footprint. The review will verify the planned structures will comply with construction restrictions. The containment cell and capping system have been designed to accommodate redevelopment over the capped area with certain restrictions, excerpted from the Declaration of Restrictive Covenants:

1. **Restrictions on Use:** The following covenants, conditions, and restrictions apply to the use of the Property:
  - b. Groundwater shall not be used for any purpose until state groundwater standards and the groundwater cleanup standards identified in the ROD for OU2 are met.

- c. There shall be no drilling for water conducted on the Property, nor shall any wells, including monitoring wells, be installed on the Property unless pre-approved by FDEP and EPA.
- d. Attached to the Declaration of Restrictive Covenants is a survey map identifying the size and location of existing surface water and storm water management systems, including storm water swales, storm water detention or retention facilities, and ditches on the Property. Such existing features shall not be altered, modified, or expanded without prior approval from the FDEP. Additionally, there shall be no construction of new stormwater swales, stormwater detention or retention facilities, or ditches on the Property without prior written approval from the FDEP.
- e. The Property shall be used solely for commercial, industrial, or manufacturing purposes, except that the Property shall not be used for any business involving temporary or permanent housing of individuals. The following uses are forbidden unless FDEP grants prior approval:
  - i. The Property shall not be used for residential purposes, including mobile homes, hotels, motels, apartments, dormitories, campgrounds, group homes, retirement communities, or temporary shelters.
  - ii. The property shall not be used for day care centers, kindergartens, or elementary or secondary schools.
  - iii. The property shall not be used for playgrounds, athletic fields, or camps.
  - iv. The property shall not be used for mining or agricultural purposes, including community gardens and forestry.
- f. On-site engineering controls, including the engineered containment cell and soil cover system on the Property shall be maintained. This restriction may only be modified pursuant to the Declaration of Restrictive Covenants. Should future development require the disturbance of on-site engineering controls, additional response actions may be necessary. Prior to any construction activities, a plan must be submitted and approved by FDEP and EPA to address and ensure the appropriate management of any contaminated soil that may be encountered during construction.
- g. No actions shall be taken that would disturb, damage, or interfere with the engineered containment cell, soil cover system, storm or surface water management system, or groundwater monitoring system, including monitoring wells, sump cleanouts, piping, or other such remedial technology used in the environmental remediation and restoration on the Property.
- h. Design and Construction Restrictions. Because of the danger of damaging the



engineered containment cell, the following activities are restricted at the Property:

- i. Deep foundations such as pilings or piers are prohibited.
- ii. All foundations constructed on the engineered containment cell shall be shallow foundations and shall comply with the following:
  - a. A minimum of two feet of soil shall be maintained between the bottoms of building foundations and the top of the engineered containment cell.
  - b. Building foundation loads must be limited not to exceed the strength of the overlying cap soil cover and the geosynthetic material of the containment cell. The foundation design shall restrict the load on the underlying geosynthetics of the engineered cap to no greater than 3,500 pound per square foot.
  - c. The sand fill materials used below all foundations for the cover soils must be compacted to a minimum density of 95 percent of maximum density in accordance with ASTM D1557 below all foundations.
- iii. Deep rooted vegetation (i.e., root depth greater than 4 feet) is prohibited.
- iv. Road Construction.
  - a. A minimum of 18 inches of the existing sand cover soil must be left between the road base material and the top of the engineered containment cell geosynthetic materials.
  - b. A minimum of three feet of total cover must be left over the engineered containment cell geosynthetic materials such that there is always a minimum of three feet between the final surface of a roadway and the engineered containment cell.
- v. Railroad Construction.
  - a. A minimum of 24 inches of the existing sand cover soil must be left between the base material of the railroad and the top of the engineered containment cell geosynthetic materials.
  - b. A minimum of three feet of total cover must be left over the engineered containment cell geosynthetic materials such that there is always a minimum of three feet between the final surface of a railroad and the engineered containment cell.
- vi. Underground Utilities.
  - a. A minimum of 18 inches must be left between the bottom of any utility or stormwater drainage pipe trench and the top of the engineered containment cell geosynthetic materials.

- b. Utility installations shall not tie into or interfere with the engineered containment cell subsurface drainage system.
- vii. Light Pole Foundations.
  - a. A minimum of 18 inches of soil must remain between the base of light pole foundations and the top of the engineered containment cell geosynthetic materials.
  - b. The foundation design shall restrict the load on the underlying geosynthetics of the engineered cap to no greater than 3,500 pound per square foot.
- viii. Site Grading.
  - a. As part of any grading operations at the Property, including for parking areas and roads, a minimum of three feet of total cover must be left between the final surface and engineered containment cell geosynthetic materials.
  - b. Additional fill materials may be used to raise the final surface, so long as the restrictions in this document regarding the construction or installation of foundations, utilities, roads, railroads, and storm water drainage systems are met.
- ix. Storm Water Drainage Control.
  - a. Construction of storm water infiltration structures or ponds (including lined landscaping ponds) is prohibited.
  - b. Any storm water ditches shall be lined to minimize infiltration into the soil cover above the engineered containment cell.
  - c. Storm water control systems shall not tie into or interfere with the engineered containment cell subsurface drainage system.

## **2.8 Acquisition of Residential Real Estate**

The relocation component of the OU1 Interim Remedial Action was carried out by the US Army Corps of Engineers (USACE) as the agent of the EPA. The EPA acquired about 70 acres of residential property near the site as a result of the OU1 Interim Remedial Action. This property will be transferred to the State of Florida after the determination of O&F and the beginning of the O&M phase. The title insurance policies on the acquired tracts have been provided to the State. The only O&M components for the relocation component of the OU1 remedy are the ICs restricting the future use to commercial and industrial uses to prevent potential exposure.

## 3.0 Operation & Maintenance Activities

This section outlines the O&M activities required for the ETC OU1 site remedy.

### 3.1 Inspections

Table 1 shows a tabular schedule of inspections that are required. Additional inspections may be conducted as needed to ensure protectiveness.

#### 3.1.1 Engineered Containment Cell

The main function of the Containment Cell is to isolate the contaminated soil from the environment. The components of the containment cell that can be easily inspected are the sumps, the sump vaults, and the liquids in the sumps. O&M inspections for the sumps, sump vaults, and liquids in the sumps will begin with the O&F determination for the Dewatering Phase of the Containment Cell Construction.

The four sump vaults are concrete vaults about 10 feet long, 5 feet wide and 4 feet deep, and house the sump risers. The vaults should be dry and a seep hole is cut in the bottom of each vault under the sump riser. The lids to the vaults should be kept closed when unattended and secured to prevent access or vandalism.

The sump riser is connected to a slotted HDPE pipe in the bottom of the sump. The sump is about 18 inches deep and is intended to provide leachate storage. The water levels in the containment cell sumps are measured using submersible water level meters and can also be measured using a water level tape attached to a 95 foot plastic pipe. The water levels in the containment cell sumps should be inspected at least monthly for the first year of O&M and at least semi-annually thereafter. If the water level from the bottom of the pipe exceeds 18 inches, the sump should be emptied and the leachate treated or properly disposed. The inspection frequency should be increased if the water level exceeds 30 inches. Any removed leachate must be properly characterized, treated, and disposed in accordance with applicable local, state, and federal regulations. The cross-section of the sump and sump riser are in Appendix A, Sheet C-40. Excerpts of Sheet C-40 are included below as Figures 2 and 3.

If leachate accumulation within the sumps increases dramatically, it may indicate that water is entering the containment system. The potential for a leak shall be investigated, and EPA shall be notified if a leak in the containment system is suspected.

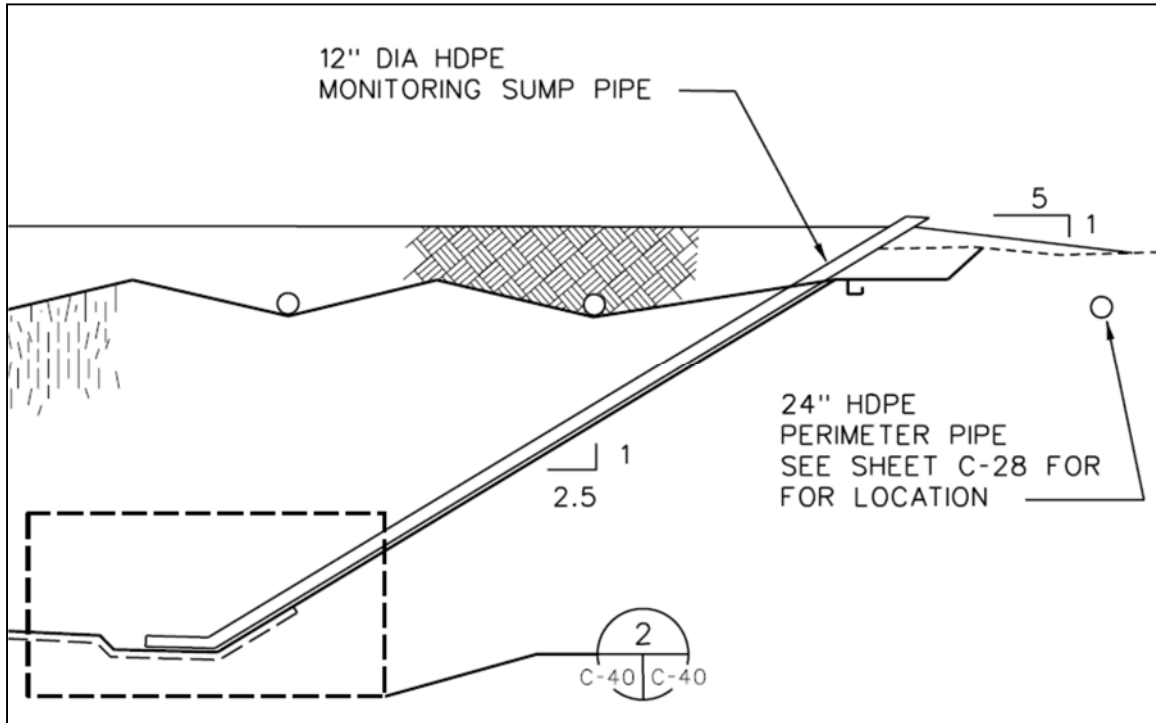


Figure 2 Cross Section of Containment Cell Sumps from Appendix A.

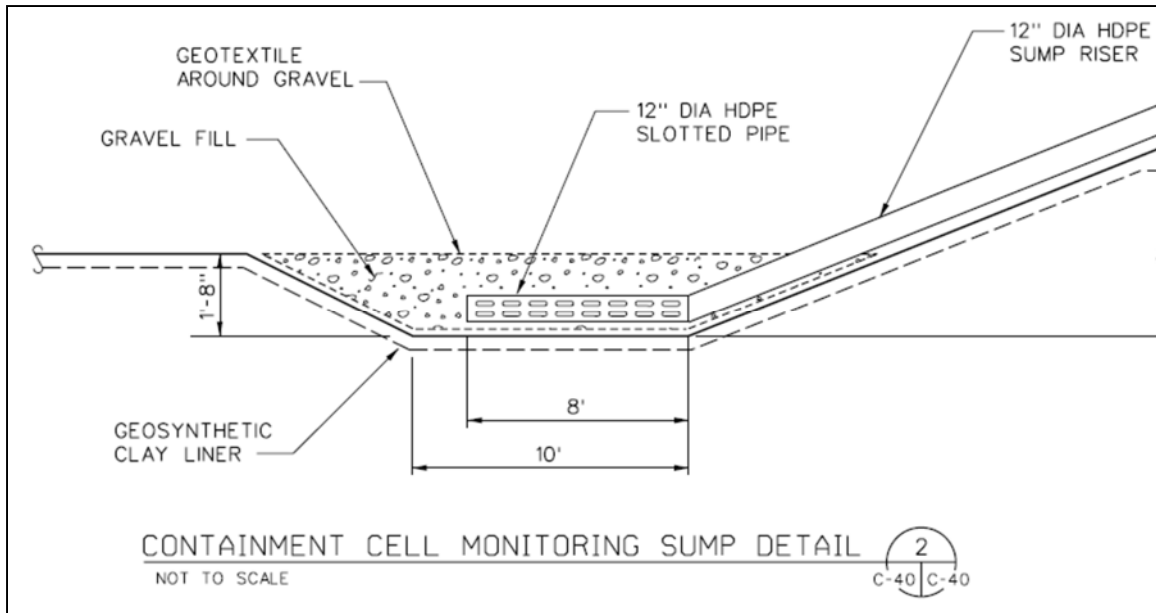


Figure 3 Detail of Containment Cell Sumps from Appendix A.

### **3.1.2 Subsurface Water Drainage System**

The Subsurface Water Drainage System is composed of a network of drainage lines installed above the Cell Cap and below the Soil Cover System. The drainage lines are connected by manholes to the City-owned storm water pond northeast of the cell, shown in Appendix A, Sheet C-28. The drainage system manholes shall be opened and visually inspected to determine if water is flowing, if the water is clear, and to ensure that there is not a significant accumulation of sediment in the manhole. The system shall be inspected in this way at least semi-annually. If flow is not observed at all, the inspection should be rescheduled within one week of a significant rain event, unless the area has been covered with an impermeable surface and stormwater is not infiltrating into the Soil Cover System. All problems identified during the inspections shall be evaluated and corrected. EPA shall be notified if significant problems are encountered.

### **3.1.3 Soil Cover System**

The main function of the Soil Cover System is to protect the containment cell. The Soil Cover System shall be inspected to ensure the containment cell is protected and to identify any significant changes in the Soil Cover System that may indicate a subsurface problem. Examples of problems to look for include erosion, vegetation deterioration, settling, ponding of water, uplift, washouts, or animal burrows. A field survey shall be performed to document any areas where significant settlement or uplifting has occurred. The frequency of the inspections shall be quarterly for the first year of O&M and may be reduced to semi-annually if no major problems are observed during the first year. The soil cover shall also be inspected after major storm events (more than 4 inches in a 24-hour period) to check for damage from the storm. All problems identified during the inspections shall be evaluated and corrected as soon as possible. EPA shall be notified if significant problems are encountered.

The Soil Cover System is designed to be built upon. When structures are present on the Soil Cover System, the following shall be part of the inspection; large cracks in the pavement or sidewalks, leaning light posts, cracks in building facades, or other signs of distress.

During construction activities, inspections of the Soil Cover System shall be conducted on at least a weekly basis to ensure that the excavation and construction restrictions in the restrictive covenants are being observed.

### **3.1.4 OU1 Remedy Verification Groundwater Monitoring Wells**

The OU1 Remedy Verification Groundwater Monitoring Wells should be visually inspected to be certain they are intact and secure against vandalism or illegal dumping. Groundwater monitoring requirements are discussed in section 3.2.

### **3.1.5 Surface Water Management System**

The Surface Water Management System should be inspected to verify that water is moving off of the containment cell area. The components of the Surface Water Management System may include swales, ditches, drain pipes, and manholes. The Surface Water Management System shall be inspected for signs of damage including obstructions or excessive silt in the drain pipes, damage to components, erosion of the soil cover, ponding of water, erosion or other damage to drainage swales or ditches, etc. The system shall be inspected at least semi-annually, and the inspections should be scheduled within one week of a rain event to observe problems like ponding. Additional inspections of the system shall be performed after major storm events (more than 4 inches in a 24-hour period) to check for damage from the storm. All problems identified during the inspections shall be evaluated and corrected. EPA shall be notified if significant problems are encountered. Necessary repairs shall be made as soon as possible.

### **3.1.6 Institutional Controls**

Continuous enforcement of institutional controls (e.g., covenants, zoning changes, deed restrictions) is required. Site developers and construction contractors must submit detailed plans of any planned construction within the containment cell area to the FDEP which shall review the plans to verify that all construction is compliant with the deed restrictions and that the capping system will be protected. Site inspections shall be performed to ensure compliance with the institutional controls.

### **3.1.7 Acquisition of Residential Real Estate**

The Real Estate component of the OU1 remedy is not expected to require inspections, except for institutional controls, addressed in the previous section.

### **3.1.8 Site Security**

The physical security of the Site shall be inspected quarterly and will include checking for vandalism and checking the integrity of all security fences, manhole covers, and monitoring well locks. In addition, the containment cell area shall be inspected to verify that no unauthorized construction has occurred over the containment cell area.

**Table 1 Schedule for Inspections**

<b>Remedy Component</b>	<b>Specific Item for Inspection</b>	<b>Initial Frequency (1<sup>st</sup> year unless noted)</b>	<b>Standard Frequency</b>	<b>After major storm events?</b>
Engineered Containment Cell (starting at the O&F determination for the Dewatering Phase of the Containment Cell Construction)	Sumps	Quarterly	Semi-annually	No
	Sump Vaults	Quarterly	Semi-annually	No
	Water Level in Sumps	As needed to maintain water level less than 30 inches.	Semi-annually	No
Subsurface Water Drainage System	Check for flow, clear water, lack of sediment	Semi-annually	Semi-annually	Yes
Soil Cover System During construction	Weekly	Weekly	Weekly	Yes
Soil Cover System	Erosion, Washouts	Quarterly	Semi-annually	Yes
	Vegetation Deterioration	Quarterly	Semi-annually	Yes
	Settling or Ponding of Water	Quarterly	Semi-annually	Yes
	Uplift	Quarterly	Semi-annually	Yes
	Animal Burrows	Quarterly	Semi-annually	Yes
	Structures over the Capped Area Settlement	Quarterly	Annual	No
	Pavement/Building Distress	Quarterly	Semi-annually	No
OU1 Remedy Verification Wells	Well Risers, Covers, and Locks	Quarterly	Semi-annually	No
Storm Water Management System: Swales, Ditches, Drain Pipes, Manholes	Obstructions	Quarterly	Semi-annually	Yes
	Erosion / Scouring	Quarterly	Semi-annually	Yes
	Ponding	Quarterly	Semi-annually	Yes
	Vegetation stress	Quarterly	Semi-annually	Yes
	Siltation	Quarterly	Semi-annually	Yes
Enforcement of Institutional Controls	Unapproved Construction or Land Use	Quarterly Weekly during Construction	Semi-annually Weekly during Construction	No
Site Security	Fences, Evidence of Trespassing / Vandalism	Quarterly	Semi-annually	No
	Manhole Covers, Vaults, Monitoring Well Locks	Quarterly	Semi-annually	No

## **3.2 Sampling and Monitoring**

Table 2 shows a schedule of sampling and monitoring activities that are required. Additional monitoring may be conducted as needed to ensure protectiveness.

### ***3.2.1 Ground Water Elevation in OU1 Remedy Verification Groundwater Monitoring Wells***

The groundwater levels in the OU1 remedy verification groundwater monitoring wells shall be measured to verify that at least a 5-foot distance is maintained between the bottom of the containment cell (55 feet above mean sea level) and the top of the water table. The seasonal high groundwater elevation is about 50 feet above mean sea level. The frequency of the groundwater elevation measurements shall be quarterly. If the water table elevation rises above 50 feet mean sea level, EPA shall be notified additional monitoring may be required.

### ***3.2.2 Sampling OU1 Remedy Verification Groundwater Monitoring Wells***

The ROD requires a network of OU1 remedy verification monitoring wells around the containment cell to measure the water level elevation and to monitor for leaks from the containment cell. Two to four monitoring wells will be developed and installed by EPA during the OU2 remedial investigation. Groundwater samples from the performance monitoring wells shall be sampled and analyzed for semi-volatile organic compounds (SVOCs) on an annual basis. Water levels shall be monitored on a quarterly basis.

### ***3.2.3 Leachate Removal, Sampling and Monitoring***

As described in section 1.5, the dewatering phase of the containment cell construction will take longer to complete than will the other portions of the OU1 remedy. Once the dewatering phase of the containment cell construction is complete, EPA and the State will document the O&F determination and the beginning of O&M for this portion of the remedy. Leachate removal, monitoring and disposal will be part of the O&M activities for the remainder of the life of the containment cell.

Section 3.1.1 describes the inspection requirements for the water levels in the containment cell sumps. If the water level from the bottom of the pipe exceeds 18 inches, the sump should be emptied and the leachate treated or properly disposed. Any removed leachate must be properly characterized, treated, and disposed in accordance with applicable local, state, and federal regulations.



If leachate accumulation within the sumps increases dramatically, it may indicate that water is entering the containment system. The potential for a leak shall be investigated, and EPA shall be notified if a leak in the containment system is suspected.

**3.2.4 Treated Leachate Sampling and Monitoring**

Once O&M begins, the State shall be responsible for the adequacy of sampling and monitoring the treated leachate.

**3.2.5 Settlement of Buildings Constructed on Containment Cell**

Once buildings or other structures have been constructed over the containment cell area, the structures shall be monitored for settlement which could indicate a problem with the cell cap. One inch or more of settlement on top of the soils compacted during the remedial action (not on top of additional fill material) would be unexpected. Investigating unexpected settlement is an O&M activity. EPA shall be notified immediately of the results of any investigation into unexpected settlement so that EPA can incorporate the results into the five year review process. The State will determine the appropriate locations for settlement monitoring, based on the construction at the site. The frequency of the settlement monitoring shall be quarterly for the first year following construction, semi-annually for the second and third year following construction, and then annually thereafter.

**Table 2 Schedule for Sampling and Monitoring**

<b>Remedy Component</b>	<b>Specific Item Requiring Monitoring</b>	<b>Frequency</b>
Groundwater Elevation (OU1 remedy verification monitoring wells)	Water table elevation	Quarterly
Groundwater Sampling and Analysis (OU1 remedy verification monitoring wells)	SVOCs	Annually
Leachate from Containment Cell (Sampling and Monitoring)	Leachate from the containment cell sumps	As needed for characterization, treatment and disposal
	Treated effluent	As needed for characterization, treatment and disposal
Soil Cover System	Elevation of Buildings on Capped Area	Quarterly for the first year after construction, semi-annually for the second and third year and annually thereafter.

### 3.3 Routine Operation and Maintenance

The State shall be responsible for performing preventative or routine maintenance on the ETC OU1 remedy components. Preventive maintenance shall be completed as soon as practical to preclude further damage and minimize the need for emergency action. If a hazard is determined to be imminent or has already occurred during the course of the inspection or any time between inspections, corrective actions shall be implemented immediately with notification to EPA and FDEP.

The State will be responsible to ensure that repairs to the components of the remedy are compatible with the materials used at the site and will maintain the protectiveness of the remedy.

Preventative maintenance activities are expected to include:

- **Vegetative Cover.** The vegetative cover (i.e., grass) over the containment cell area is important to prevent water and wind erosion of the soil cap and maintain proper drainage over the capped area. Sparse or stressed vegetation could lead to erosion of soil over the containment cell area. Overgrown vegetation over the containment cell area could lead to the growth of undesirable vegetation (e.g., deep rooted trees) and encourage burrowing animals. Therefore, the grass shall be mowed as often as necessary so that the height of the grass does not exceed 4 to 5 inches. The frequency of the maintenance of the vegetative cover shall be at least semi-annual to annual, as necessary. However, it is anticipated that mowing will be required more frequently during the growing season.

The grass cover shall be maintained to ensure a healthy vegetative cover, and is expected to include fertilizing, reseeding, and other activities. Routine cover maintenance may include reseeding as necessary for areas of the capped area left undeveloped. Soil testing, including pH measurements, may be helpful to determine any fertilizer and lime requirements. Landscaping is acceptable, provided deep-rooted plants are not used.

- **Erosion and Grading.** It is important that early signs of erosion be addressed as soon as possible to prevent large scale erosion or washouts of the soil cover. The frequency of the erosion inspections will be quarterly during the first year of O&M and after major storm events (more than 4 inches in 24 hours). If soil erosion is observed on the soil cap or within the drainage swales, the eroded features shall be backfilled with soil. The cause of the erosion shall be evaluated

and the area shall be re-graded, if necessary, to prevent additional erosion of the soil cover. Slope and grade at the Site shall be maintained to promote the runoff of surface water from the containment cell area. If saturated soil or ponding of water is observed on the soil cap, the area shall be re-graded to eliminate the issue.

- Storm Water Management System. The storm water management system has been designed to prevent the saturation of the soil cover and the potential infiltration of water into the containment cell. The drainage system piping must be kept clean of blockages and excessive sediment that may impede proper flow through the pipes. If blockage of the drain piping is discovered, the drain pipes shall be cleaned using a water jet, plumbing snake or other appropriate device.

### **3.4 Reporting**

The reporting requirements consist of documenting inspections, sampling and monitoring, O&M activities and providing an annual O&M Report. O&M records should be archived physically or electronically in a permanent location by the FDEP. O&M reports submitted to the EPA will become part of the site file.

#### ***3.4.1 Documenting Inspections***

An inspection log shall be created after each formal inspection to document and communicate observations at the Site. Inspection logs can be in a checklist or fill-in-the-blank-format. At a minimum, inspection logs should align with the O&M activities detailed in this O&M plan and include the date, time, weather conditions and the name of the individual(s) conducting the inspection. The inspection logs may be supplemented, as needed, with photos and written reports documenting failures/problems and mitigating actions taken. Locations where deficiencies are observed may be recorded by a field sketch on the Design Drawings (Appendix A) with reference (distance) to easily recognizable Site features.

#### ***3.4.2 Documenting O&M Sampling and Monitoring***

The results of O&M Sampling and Monitoring shall be documented.

#### ***3.4.3 Documenting Routine O&M***

O&M activities, such as leachate treatment or repairs, shall be documented with photos and written documentation.

#### **3.4.4 Annual O&M Reports**

An annual O&M Report should be submitted every year to transfer the year's accumulated records to the EPA. The EPA expects the annual O&M report to be brief and not to become an administrative burden (less than 10 pages, not including attachments). After conditions at the site become stable, the frequency of the annual O&M Report could be reduced by revising this O&M Plan. The O&M reporting requirements are critical to inform EPA's Five-Year Review activities at the Site. The annual O&M Report should consist of the following, at a minimum:

- A summary of any significant events or problems encountered
- A transfer of O&M activity documentation
  - Inspection checklists and reports
  - Monitoring results (leachate and groundwater)
  - A summary of routine operation and maintenance activities
- A summary of current land use
- Relevant photos
- A statement that the O&M obligations are being implemented

### **3.5 Emergency notification procedures**

In most cases, emergencies at the site should be handled in the same manner as an emergency at a typical facility. If an emergency does not impact the protectiveness of the OU1 remedy, then no additional action is required beyond standard emergency response. If one of the components of the OU1 remedy listed in this O&M manual becomes threatened or damaged, the State should notify the EPA as soon as possible.

#### **3.5.1 Breaches of the containment cell liner**

The containment cell liner system will be protected if the guidelines in this O&M plan are followed. If the containment cell liner system becomes damaged, the State should notify the EPA as soon as possible. Efforts should be made to prevent water from entering the containment cell, including building soil berms or using temporary tarps/covers to redirect rainwater. The containment cell liner should be repaired as soon as possible. The party responsible for the repairs is discussed below.

#### **3.5.2 Responsibility for repairs to remedy during O&M**

The repair and replacement of damaged, worn and obsolete equipment and structures to maintain the protectiveness of the remedy is the statutory and contractual responsibility of the State. Regardless of who causes damage to the remedy, the State of Florida is ultimately responsible to ensure the protectiveness of the remedy under the State's statutory and contractual O&M obligations. If the remedy is damaged by some form of

natural disaster, then the State should be prepared to make the necessary repairs. EPA will consider stepping in to repair a remedy during the O&M phase only in narrow circumstances, such as when a latent design or construction defect is found.

### **3.5.3 Fire, police, and emergency response**

The OU1 remedy is not expected to require special treatment during an emergency response beyond the guidelines presented in this O&M plan.

## **3.6 Health and Safety requirements for O&M activities**

A Site-Specific Health and Safety Plan (HASP) should be prepared for O&M activities. The HASP should meet the requirements presented in the Occupational Safety and Health Act standard, 29 CFR 1910.120/1926.65, *Hazardous Waste Operations and Emergency Response*. The HASP should address the site-specific hazards associated with O&M of the OU1 remedy, including chemical, physical, and electrical hazards. The HASP governs all work that is performed at the site by the contractor, subcontractors, or sub-tier subcontractors. The State is responsible to operate and maintain health and safety equipment, including Personal Protective Equipment, in accordance with the manufacturer's instructions and recommendations.

## **3.7 Proper Use of Property and Monitoring of Institutional Controls**

The Institutional Controls for the OU1 Remedies are discussed in detail in Section 2.7. These restrictions are needed to prevent potential exposure and to protect the engineering components of the remedy. The State shall ensure that the future uses of the property are compatible with the Institutional Controls.

**Appendix A**  
**Final Design Drawings and Site Survey**

**Appendix B**  
**Site Inspection Photo Log Final Site Inspection OU1**

**Appendix C**  
**Geosynthetic Material Warranties**