

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

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

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

September 24, 2018

**Via Email Only**

Mr. Keven Klopp, Director of Development Services  
City of Hallandale Beach  
400 South Federal Highway  
Hallandale Beach, FL 33009

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

Dear Mr. Klopp:

On behalf of Atlantic Village 3, LLC ("Atlantic Village"), we are pleased to submit this request to designate property located at 601 North Federal Highway, Hallandale Beach, Broward County, Florida 33309, Folio Number 5142-22-35-0010, a Brownfield Area pursuant to Chapter 376.80(2)(c), Florida Statutes as an effective, proven strategy to remove pollution related barriers to redevelopment.<sup>1</sup> The approximately 1.84 acre property currently sits vacant and idle as a former gas station, in large part due to the presence of petroleum contamination in soil and groundwater. This contamination, caused by the property's former use as a gas station beginning in the 1950s, has severely complicated redevelopment by imposing unbudgeted cleanup, remediation, and development costs, extending the development schedule to accommodate working with the Florida Department of Environmental Protection on contamination cleanup, and exposing the developer to possible third-party liability claims. Fortunately, Florida's Brownfields Redevelopment Program is designed to overcome every one of these challenges, which is why the designation we are requesting today on behalf of Atlantic Village is so critical to the success of the project.

In considering a request for designation of a brownfield area, a local government must evaluate and apply the criteria set forth in Chapter 376.80(2)(c), Florida Statutes. As reflected in the Statement of Eligibility incorporated herein at Exhibit B, Atlantic Village meets such statutory criteria. Accordingly, based on the foregoing, we respectfully request that staff favorably review this request

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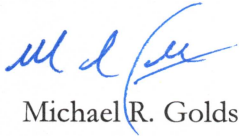
<sup>1</sup> The survey and legal description for the property can be found at Exhibit A.

Mr. Keven Klopp, Director of Development Services  
September 24, 2018  
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and recommend approval. Of course, as you evaluate the application and supporting materials, please feel free to contact us should you have any questions or require further information. Thank you.

Very truly yours,

**THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.**



Michael R. Goldstein

cc: Mr. Alejandro Chaberman, Atlantic Village 3, LLC  
Gary I. Nesbitt, Esq., Corporate Counsel



**Legal Description**

601 North Federal Highway, Hallandale Beach, Broward County, Florida 33309  
Folio Number 5142-22-35-0010

All of Block 1 of HOLLYWOOD PINES Estates, according to the Plat thereof recorded in Plat Book 6 at Page 41 of the Public Records of Broward County, Florida, less the East 7 feet thereof, TOGETHER with a portion of vacated NE 7<sup>th</sup> Street as vacated by Ordinance recorded in O.R. Book 45890, Page 376 of the Public Records of Broward County, Florida

# Green Reuse Area Designation Eligibility Statement

## Atlantic Village 3 Reuse Area 601 North Federal Highway, Hallandale Beach, Broward County, Florida 33309 Folio Number 5142-22-35-0010

Atlantic Village 3, LLC ("Atlantic Village") proposes to redevelop and rehabilitate a parcel of land located at 601 North Federal Highway, Hallandale Beach, Broward County, Florida 33309, 33463, Folio Number 5142-22-35-0010 (the "Subject Property"), as a mixed use development with 23,500 square feet of retail, restaurant, and office space in one building, 45,000 square feet of office space in a second building, a 70 unit residential building, and structured parking (the "Project"). As demonstrated herein, the Project meets all five of the applicable brownfield area designation criteria set forth at Section 376.80(2)(c), Florida Statutes.<sup>1</sup> In addition, the Subject Property meets the definition of a "brownfield site" pursuant to Section 376.79(3), Florida Statutes.

### I. Subject Property Satisfies the Statutory Criteria for Designation

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

*Atlantic Village satisfies this criterion in that it currently controls the Subject Property by virtue of an executed Purchase and Sale Agreement ("PSA")<sup>2</sup> between the real property owner, 601 North Federal Highway, LLC, and Becha 2, LLC ("Becha"),<sup>3</sup> and has agreed to redevelop and rehabilitate the Subject Property. Accordingly, Atlantic Village meets this first criterion.*

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

*Atlantic Village satisfies this criterion in that the Project will result in significant economic productivity of the area. The budget for rehabilitation and redevelopment is approximately \$49.5 million, which will be spent in part on local labor, contractors, consultants, construction materials, furnishings, infrastructure improvements, and impact fees. This work will support approximately 500 temporary construction jobs over the period of development. The construction workers will spend a percentage of their salaries with local merchants who, in turn, will reinvest locally in their respective businesses, as well as the businesses of other local merchants. In addition, the retail and commercial aspect of the Project, once completed, is anticipated to create 30- 40 permanent, full-time equivalent positions not associated with the implementation of the rehabilitation agreement and not associated with redevelopment project demolition or construction activities. Such job creation will result in the payment of*

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<sup>1</sup> A copy of § 376.80, Florida Statutes, can be found as Attachment A to this Eligibility Statement.

<sup>2</sup> A redacted copy the PSA reflecting execution by the parties can be found as Attachment B to this Eligibility Statement.

<sup>3</sup> Atlantic Village and Becha are affiliated entities in that they share common principals. See Attachment C to this Eligibility Statement showing Elias Benaim and Alejandro Chaberman as managers for both entities.

*significant payroll taxes and salaries, thereby benefitting the local economy and increasing the economic productivity of the area. Accordingly, Atlantic Village meets this second criterion.*

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

*Atlantic Village satisfies this criterion in that the Subject Property is located in the City's Regional Activity Center ("RAC") Corridor subdistrict. According to Section 32-195(a) of the City's Code of Ordinances, the RAC Corridor subdistrict is the most intense subdistrict in the Central RAC, accommodating a wide range of uses, including major employment, shopping, civic, and entertainment destinations as well as residential uses. Located along wide, existing commercial corridors, this subdistrict is designed to have the largest scale of redevelopment and create a vibrant, pedestrian-friendly, mixed-use district along main transit routes, in close proximity to the planned Tri-Rail Coastal Link station. The development being proposed by Atlantic Village 3 includes this exact mix of shopping, dining, entertainment, and residential uses contemplated by the City to enhance the Central RAC. As proposed, it will satisfy the zoning criteria governing lot size, lot coverage, building setbacks, and building frontage as required by Section 32-195(b), building size and height as required by Section 32-195(c), building uses and density as required by Section 32-195(c), frontage standards as required by Section 32-195(e), and all other applicable standards as incorporated by reference at Section 32-195(f). Because the proposed redevelopment as designed is consistent with the local plan and a permittable use under the applicable local land development regulations, Atlantic Village meets the third criterion.*

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

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

- (i) a community meeting for purposes of affording interested parties the opportunity to provide comments and suggestions about the potential designation has been scheduled for September 27, 2018, from 5:30 p.m. to 7 p.m., and will be held at the Hampton Inn, 1000 South Federal Highway, Hallandale Beach;*
- (ii) notice of the request to designate the Subject Property a Brownfield Area and of the community meeting has been posted at the Subject Property, and will remain up until the conclusion of the second and final public hearing;*
- (iii) notice of the request to designate the Subject Property a Brownfield Area and of the community meeting was published in the Sun Sentinel on Monday, September 24, 2018; and*
- (iv) notice of the request to designate the Subject Property a Brownfield Area and of the community meeting has been published in the Hallandale Beach community bulletin section of Craig's List.*

*All notices contain the following narrative:*

*Representatives for Atlantic Village Development will hold a community meeting on September 28, 2018 from 5:30 p.m. to 7:00 p.m. for the purpose of affording interested parties the opportunity to provide*

*comments and suggestions about the potential designation on parcel of land located at 601 North Federal Highway, Hallandale Beach, Broward County, Florida 33309, as a Green Reuse Area. The designation is being made pursuant to Section 376.80, Florida Statutes, of Florida's Brownfield Redevelopment Act, and will involve two public hearings before the Hallandale City Commission. The community meeting will also address future development and rehabilitation activities planned for the site.*

*The community meeting will be held at the Hampton Inn, 1000 South Federal Highway, Hallandale Beach, FL 33009, and is free and open to all members of the public.*

*For more information regarding the community meeting, including directions, the dates of the two public hearings, or to provide comments and suggestions regarding designation, development, or rehabilitation at any time before or after the meeting date, please contact Michael R. Goldstein, who can be reached by telephone at (305) 777-1682, U.S. Mail at The Goldstein Environmental Law Firm, P.A., 2100 Ponce de Leon Blvd., Suite 710, Coral Gables, FL 33134, and/or email at [mgoldstein@goldsteinemlaw.com](mailto:mgoldstein@goldsteinemlaw.com).*

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

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

*The total capital budget of \$49.5 million for the Project is to be fully funded through a contribution of debt and equity, using the same sources of financing that the principals of Atlantic Village secured for the earlier phases of development, which raised \$33 million in debt and equity. The success of the previous project, the magnitude of the capital previously raised, the quality of the development previously achieved, and the professional and efficient manner in which the principals have interacted with the City and its neighbors provided reasonable assurances that Atlantic Village has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan. It therefore satisfies the fifth criterion.*

## **II. Subject Property Meets the Definition of Brownfield Site**

Section 376.79(3), Florida Statutes, defines "brownfield site" to mean ". . . real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination." The facts here clearly reflect that the Subject Property falls within the definition of the term "brownfield site" in that it is the location of a former automotive dealership site with an extensive history of automotive servicing, repair, and painting operations, use and storage of chemicals, including gasoline, diesel, hydraulic fluids, and underground storage structures, such as underground storage tanks ("USTs") and oil water separators. According to records maintained by the Florida Department of Environmental Protection ("FDEP"), at least one major spill occurred from an Underground Storage Tank in September 2011,<sup>4</sup> leading to a remediation effort that resulted in petroleum impacted soil and groundwater being left in place. A Declaration of Restrictive Covenant ("DRC") was entered into with FDEP by Ventura Shell Hallandale, LLC, a previous owner of the Subject Property on April 25, 2017,<sup>5</sup> prohibiting use of groundwater for drilling and consumption and with strict requirements imposed on construction dewatering, all of which complicates redevelopment by adding design and permitting criteria, schedule delays, and additional expense. Similarly, the DRC requires permanent cover of contaminated soil that was left in place and only allows excavation of

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<sup>4</sup> FDEP's extensive file on the cleanup at the Subject Property can be accessed by clicking on the following link: <http://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9047141/facility!search>

<sup>5</sup> See Attachment D

soil and construction beneath the surface in accordance with Chapter 62-780, Florida Administrative Code, which also complicates redevelopment by adding design, permitting, time, and cost elements that are not encountered when redeveloping “greenfield sites” free from contamination. A significant volume of the petroleum impacted soil left in place by the prior owner will be removed and properly disposed of by Atlantic Village when it redevelops the Subject Property. To accomplish this, Atlantic Village will enter into a Brownfield Site Rehabilitation Agreement with the Broward County Environmental Protection and Growth Management Department (“EPGMG”) as FDEP’s delegated agent. Atlantic Village will thereafter comply with all of the applicable remediation requirements of Chapters 376 and 403, Florida Statutes, and Rule 62-780 of the Florida Administrative Code. In addition, Atlantic Village will be required to carefully manage the contamination during redevelopment, imposing great legal and financial risk to incorporate design and construction changes on the Project that would not be required but for the presence of actual contamination.<sup>6</sup>

In sum, the presence of contamination imposes a material level of regulatory, construction, health, and legal liability risk, complicates redevelopment efforts, and requires significant time and money for environmental, engineering, and legal consultants to properly investigate and address. Accordingly, this designation, if granted, will allow for Atlantic Village to access limited but important state-based economic incentives to help underwrite the unanticipated and unbudgeted costs associated with managing the environmental risk as well as, generally, to put the Project to a more certain financial ground. In this sense, the designation will not only play a critical role in the successful redevelopment of the Subject Property, but also in the larger revitalization efforts for this area of Palm Beach County.

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

### **III. Conclusion**

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

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<sup>6</sup> One such design change involves the way in which construction dewatering is conducted when near or on a contaminant plume, in which case, extraordinary measures (at great cost) are required to be implemented to ensure that the contaminant plume isn’t drawn towards a clean area, which would spread or “exacerbate” contamination. See, e.g., Attachment E, which is the Broward County EPGMD guidance for conducting construction dewatering at contaminated redevelopment sites. Onsite soil contamination will also require special handling and very specific regulatory approvals. Soil management during construction activities will be subject to a level of environmental review and scrutiny that would not otherwise apply to a clean site, in addition to considerable extra costs and scheduling delays. These risks and expenses greatly complicate redevelopment of the Subject Property.

# Attachment A

Select Year: 2018 ▼ Go

## The 2018 Florida Statutes

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

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

[View Entire  
Chapter](#)

### **376.80 Brownfield program administration process.—**

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

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

(b) For a brownfield area designation proposed by:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Attachment B

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT, made and entered into this 15 day of May, 2018 ("Effective Date"), by and between 601 North Federal Highway LLC, a Florida limited liability company (hereafter referred to as "Seller") and Becha 2, a Florida limited liability company, and/or assigns (hereinafter referred to as "Purchaser") is as follows:

In consideration of the mutual terms, covenants, conditions and agreements hereinafter contained, and the sum of Ten Dollars (\$10.00), it is hereby agreed by and between the parties hereto, with the intention of being legally bound hereby, as follows:

1. **Sale of Property.** Seller agrees to convey, assign, transfer and deliver to Purchaser, and Purchaser agrees to acquire and take from Seller, the following described property:

All of Block 1 of HOLLYWOOD PINES ESTATES, according to the Plat thereof recorded in Plat Book 6 at Page 41 of the Public Records of Broward County, Florida, less the East 7 feet thereof, TOGETHER with the South 25 feet of a portion of vacated NE 7th Street as vacated by Ordinance recorded in O. R. Book 45890, Page 376 of the Public Records of Broward County, Florida. (hereinafter referred to as the "Property")

2. **Purchase Price.** The Purchase Price of the Property is agreed to be

Such value shall be paid by Purchaser to Seller

in the following manner, to wit:

A. \_\_\_\_\_ and No Cents (\_\_\_\_\_) ("Deposit") in cash, earnest money ("Initial Earnest Money"), to be held by Gary Ian Nesbitt, Esq./Phillips, Cantor & Shalek P.A., hereinafter referred to as "Escrow Agent", in an interest-bearing account, to be paid within one (1) day after execution hereof, to be held by Escrow Agent, with the principal to be delivered to Seller if the sale described herein closes, or to be delivered in accordance with this Purchase Agreement, if said sale fails to close, and with any interest thereon to be delivered as provided in Paragraph 6.

B. \_\_\_\_\_ and No Cents (\_\_\_\_\_) ("Deposit") in cash, earnest money ("Additional Earnest Money"), to be held by "Escrow Agent", in an interest-bearing account, to be paid within sixty (60) days after execution hereof,

## PURCHASE AGREEMENT

respect to the Property and specifically disclaims any and all representations or warranties as to the absence of radon gas or radon producing conditions in connection with the Property.

33. Counterparts. This Purchase Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute a single document.


34. Expiration of Purchaser's Offer This Purchase Agreement shall be regarded as an offer by the Purchaser and is open for acceptance by the Seller until 4:00 o'clock p.m. EST on the 3<sup>rd</sup> day of May, 2018 by which time written acceptance of such offer must have been actually received by Purchaser.

Purchaser and Seller acknowledge that they have read and understand the terms of this Purchase Agreement and have each received a copy of same.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be executed as of the day and year first above written.

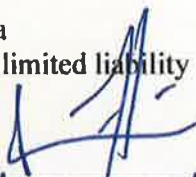
SELLER:

601 North Federal Highway, LLC, a  
Florida limited liability company

By:   
Print: MAXINE REUNARD  
Title: PRESIDENT AS SOLE  
DIRECTOR

PURCHASER:

Becha 2, LLC a  
Florida limited liability

By:   
Print: ALEJANDRO CHAZERMAN  
Title: MANAGER

*ack.*

# Attachment C



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by Entity Name

Florida Limited Liability Company  
ATLANTIC VILLAGE 3, LLC

### Filing Information

**Document Number** L18000158937  
**FEI/EIN Number** NONE  
**Date Filed** 06/28/2018  
**State** FL  
**Status** ACTIVE

### Principal Address

701 W. HALLANDALE BEACH BOULEVARD  
SUITE 109  
HALLANDALE BEACH, FL 33009

### Mailing Address

701 W. HALLANDALE BEACH BOULEVARD  
SUITE 109  
HALLANDALE BEACH, FL 33009

### Registered Agent Name & Address

SYNERGIN, LLC  
4000 HOLLYWOOD BOULEVARD  
SUITE 500-N  
HOLLYWOOD, FL 33021

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

BENAIM, ELIAS  
701 W HALLANDALE BEACH BLVD SUITE 109  
HALLANDALE BEACH, FL 33009

Title MGR

CHABERMAN, ALEJANDRO  
701 W HALLANDALE BEACH BLVD SUITE 109  
HALLANDALE BEACH, FL 33009

Title MGR

SUTTON-HAMUI, SALOMON  
701 W HALLANDALE BEACH BLVD SUITE 109  
HALLANDALE BEACH, FL 33009

Title MGR

SUTTON-LOBATON, ISAAC  
701 W HALLANDALE BEACH BLVD SUITE 109  
HALLANDALE, FL 33009

Title AP

NESBITT, GARY I, ESQ.  
4000 HOLLYWOOD BLVD SUITE 500-N  
HOLLYWOOD, FL 33021

#### **Annual Reports**

**No Annual Reports Filed**

#### **Document Images**

[06/28/2018 -- Florida Limited Liability](#)

[View image in PDF format](#)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by Entity Name

Florida Limited Liability Company  
BECHA 2, LLC

### Filing Information

**Document Number** L14000129902  
**FEI/EIN Number** 47-3764805  
**Date Filed** 08/19/2014  
**State** FL  
**Status** ACTIVE

### Principal Address

701 W HALLANDALE BEACH BLVD  
SUITE 109  
HALLANDALE BEACH, FL 33009

Changed: 04/30/2017

### Mailing Address

701 W HALLANDALE BEACH BLVD  
SUITE 109  
HALLANDALE BEACH, FL 33009

Changed: 04/30/2017

### Registered Agent Name & Address

BENAIM, ELIAS  
701 W HALLANDALE BEACH BLVD  
SUITE 109  
HALLANDALE BEACH, FL 33009

Name Changed: 04/30/2017

Address Changed: 04/30/2017

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

CHABERMAN, ALEJANDRO  
701 W HALLANDALE BEACH BLVD  
SUITE 109  
HALLANDALE BEACH, FL 33009

Title MGR

BENAIM, ELIAS  
701 W HALLANDALE BEACH BLVD  
SUITE 109  
HALLANDALE BEACH, FL 33009

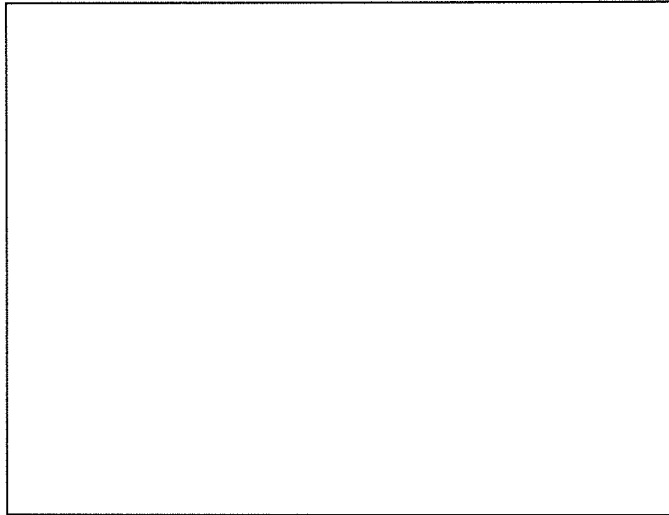
**Annual Reports**

Report Year	Filed Date
2016	04/29/2016
2017	04/30/2017
2018	04/30/2018

**Document Images**

<a href="#">04/30/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/19/2014 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

# Attachment D



This instrument prepared by:  
Walsh Environmental  
Environmental & Geologic Consultants  
7011 SW 64<sup>th</sup> Court  
South Miami, FL 33143

### DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 28<sup>th</sup> day of April, 2017, by Ventura Shell Hallandale, LLC a Florida Corporation (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

### RECITALS

- A. GRANTOR is the fee simple owner of that certain real property situated in the County of Broward, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Property");
- B. The FDEP Facility Identification Number for the Property is 069047141. The facility name at the time of this Declaration is Kelly Automotive. This Declaration addresses the discharge that was reported to the FDEP on September 19, 2011.
- C. A discharge of petroleum products occurred at the facility on September 19, 2011. Soil and groundwater assessment was conducted at the facility, which revealed that concentrations of petroleum products for soil and groundwater were above the

applicable cleanup target levels. After the site assessment phase, the site was placed in a monitoring only plan as a remedial strategy. The third quarterly report met the requirement for conditional closure. The discharge of petroleum products on the Property is documented in the following reports that are incorporated by reference:

1. Site Assessment Report dated October 24, 2012, submitted by Hydrologic Associate U.S.A, Inc. (HAI); and
2. Site Assessment Report Addendum dated February 22, 2013, submitted by Hydrologic Associate U.S.A, Inc. (HAI); and
3. Supplemental Site Assessment Report Addendum dated April 19, 2013, submitted by Hydrologic Associate U.S.A, Inc. (HAI); and
4. Site Assessment Report Addendum #2 dated June 14, 2013, submitted by Hydrologic Associate U.S.A, Inc. (HAI); and
5. Third Quarter Interim Sampling Report dated June 24, 2014 submitted by Ardaman and Associates, Inc.; and
6. No Further Action with Conditions Proposal or Site Rehabilitation Completion Report dated January 18, 2015, submitted by Walsh Environmental.

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located on the Property. These reports confirm that contaminated soil and groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Property. Also, these reports document that the groundwater contamination does not extend beyond the Property boundary that the extent of the groundwater contamination does not exceed 1/4 acre, and the groundwater contamination is not migrating.

E. It is the intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of petroleum products chemical of concern increase above the levels approved in the Order, or if a subsequent discharge occurs at the Property, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. 069047141, can be found by contacting the appropriate FDEP district office or Tallahassee program area.

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property that an Order be obtained and that the Property be held subject to certain restrictions and engineering controls, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes the following restrictions and requirements:

#### **GROUNDWATER USE RESTRICTIONS**

a.i. There shall be no use of the groundwater under the Property. There shall be no drilling for water conducted on the Property, nor shall any wells be installed on the Property other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM) in addition to any authorizations required by the Division of Water Resource Management (DWRM) and the Water Management District (WMD).

a.ii. For any dewatering activities on the Property, a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated.

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

#### **SOIL RESTRICTIONS AND REQUIREMENTS**

b.i. The area of soil contamination as located on the Property described as "Contaminated Soil Area Coordinates" in Exhibit C shall be permanently covered and maintained with an impermeable material that prevents human exposure and prevents water infiltration (hereinafter referred to as "the Engineering Control"). An Engineering Control Maintenance Plan (ECMP) relating to FDEP Facility No. 069047141 dated October 27<sup>th</sup>, 2014, prepared by Walsh Environmental, has been approved by the Department. The ECMP specifies the frequency of inspections and monitoring for the Engineering Control and the criteria for determining when the Engineering Control has failed. The Engineering Control shall be maintained in accordance with the ECMP as it may be amended upon the prior written consent of the Department. The ECMP, as amended, relating to FDEP Facility No. 069047141, can be found by contacting the appropriate FDEP district office or Tallahassee program area; and

*b.ii.* Excavation and construction beneath the impermeable material is not prohibited on the Property provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-780, F.A.C., and any other applicable local, state, and federal requirements. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas. For any dewatering activities, a plan pre-approved by FDEP's Division of Waste Management must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Property at reasonable times and with reasonable notice to GRANTOR.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, GRANTOR agrees to notify in writing all proposed tenants of the Property of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

IN WITNESS WHEREOF, Ventura Shell Hallandale, LLC has executed this instrument, this 28<sup>th</sup> day of April, 2017.

GRANTOR

Ventura Shell Hallandale, LLC

By: Orlando J. Valdes

Name: ORLANDO J VALDES

Title: CEO

2733 SW 27 AVENUE MIAMI FL 33133:

Signed, sealed and delivered in the presence of:

[Signature] Date: 4/28/17  
Witness

Print Name: Douglas Hylle

[Signature] Date: 4/28/17  
Witness

Print Name: Jennifer Restrepo

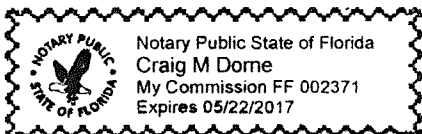
STATE OF Florida)

COUNTY OF Miami - Dade)

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of April, 2017, by Orlando J. Valdes.

Personally Known ✓ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



[Signature]  
Signature of Notary Public

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. Mary Oliver 5/12/17.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: [Signature]  
Diane Pickett, P.G.  
Program Administrator  
Division of Waste Management:  
Petroleum Restoration Program  
2600 Blirstone Road, Mail Station 4575,  
Tallahassee, Florida 32399-2400.

Signed, sealed and delivered in the presence of:

Witness: Melody Johnson Date: 05/24/2017  
Print Name: Melody Johnson

Witness: [Signature] Date: 05/24/2017  
Print Name: Binger Shilah

STATE OF FLORIDA )  
COUNTY OF LEON )

The foregoing instrument was acknowledged before me this 24<sup>TH</sup> day of MAY, 20 17, by DIANE PICKETT as representative for the Florida Department of Environmental Protection.

Personally Known ✓ OR Produced Identification N/A.  
Type of Identification Produced N/A



JUDITH PENNINGTON  
MY COMMISSION # FF 215917  
EXPIRES: March 31, 2019  
Bonded Thru Budget Notary Service

[Signature]  
Signature of Notary Public  
JUDITH PENNINGTON  
Print Name of Notary Public  
Commission No. FF 215917  
Commission Expires: MARCH 31, 2019

**Exhibit “A”**  
**Legal Description**

## **Exhibit A**



**All of Block 1 of HOLLYWOOD PINES ESTATES, according to the Plat thereof recorded in Plat Book 6 at Page 41 of the Public Records of Broward County, Florida, less the East 7 feet thereof, TOGETHER with a portion of vacated NE 7th Street as vacated by Ordinance recorded in O. R. Book 45890, Page 376 of the Public Records of Broward County, Florida.**

**Parcel Identification Number: 514222-35-0010**

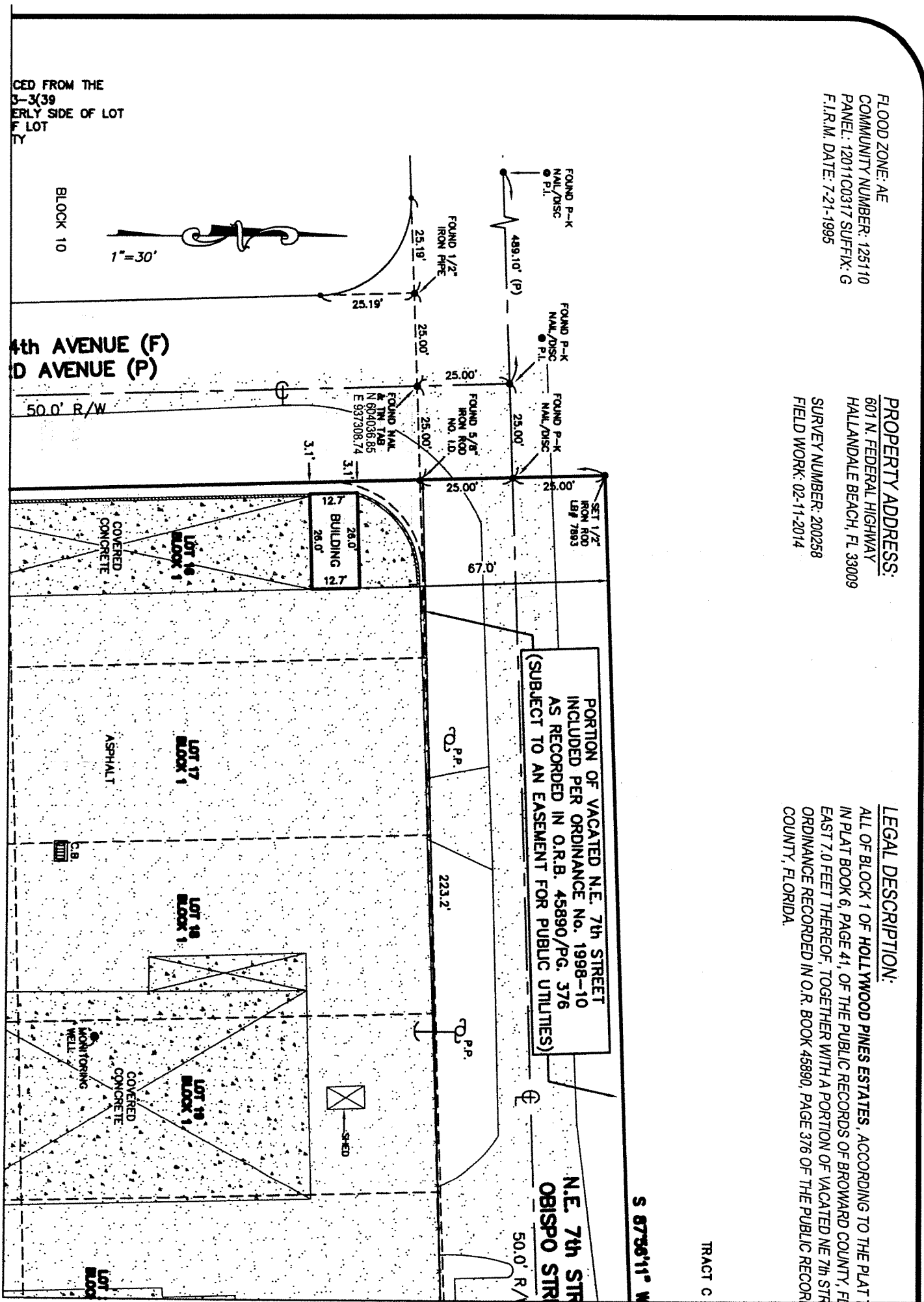
**Exhibit “B”**

**SURVEY**



S.I.R.	SET IRON ROD & CAP
P.P.	POWER POLE
T.O.B.	TOP OF BANK
W.M.	WATER METER
PG.	PAGE
(P)	PLAT
P.B.	PLAT BOOK
R/W	RIGHT OF WAY
O.H.L.	OVERHEAD LINES
(M)	FIELD MEASURED
	COVERED AREA
	CONCRETE
* * *	METAL FENCE
##	WOOD FENCE



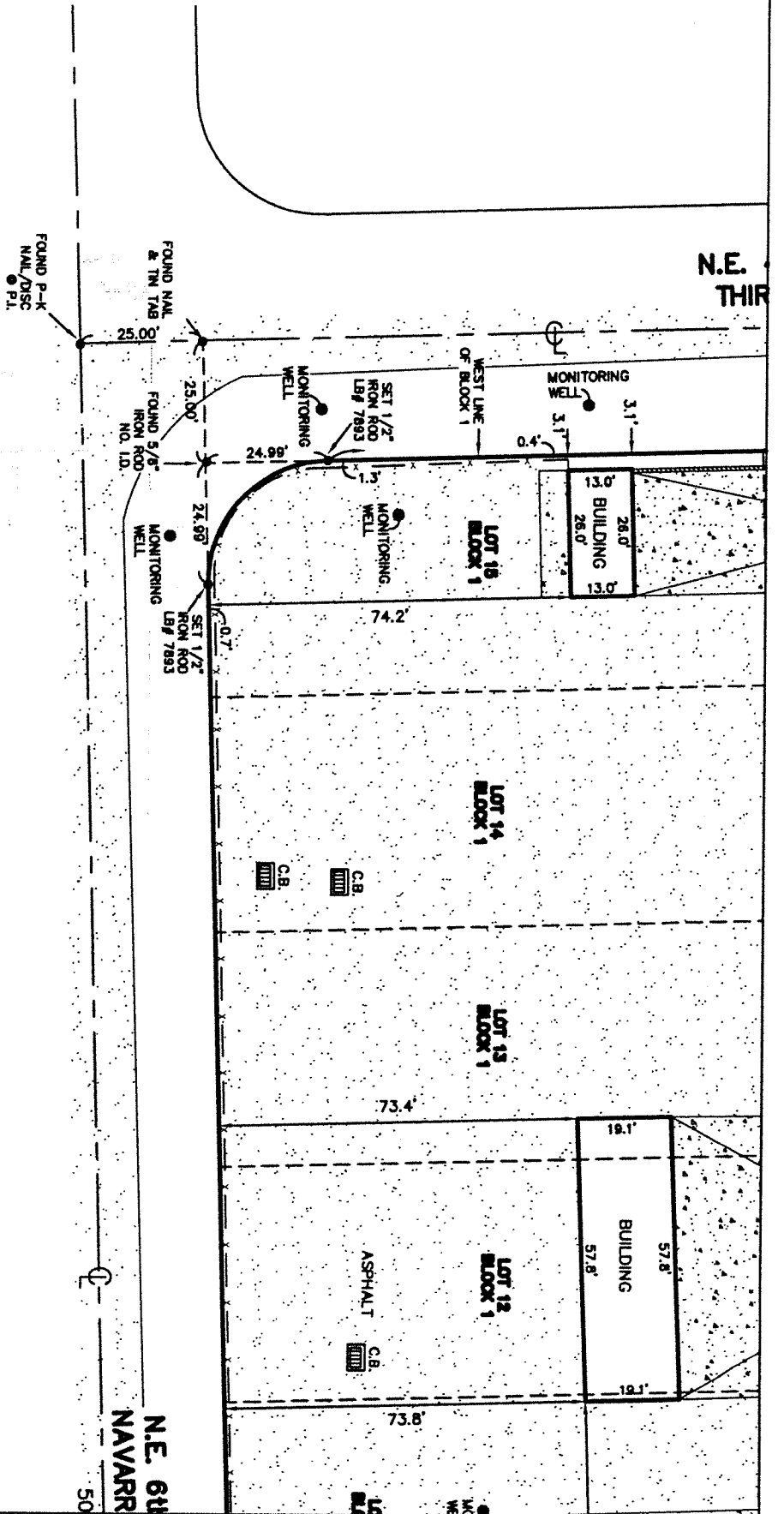


**SURVEY NOTES**

1. THE BEARINGS & DISTANCES SHOWN HEREON ARE REFERENCED TO THE STATE HIGHWAY R/W MAP OF S.R. No. 5, PROJECT No. U-00
2. CONCRETE WALK CROSSING PROPERTY BOUNDARY ON EAST
3. ASPHALT CROSSING PROPERTY BOUNDARY ON ALL SIDES
4. THERE ARE FENCES NEAR THE BOUNDARY OF THE PROPERTY

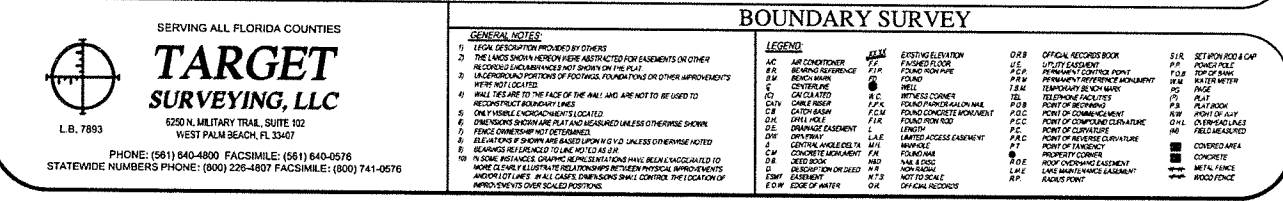
**TOTAL AREA**  
**SQUARE FOOTAGE : 120,777.4**  
**ACREAGE : 2.77±**

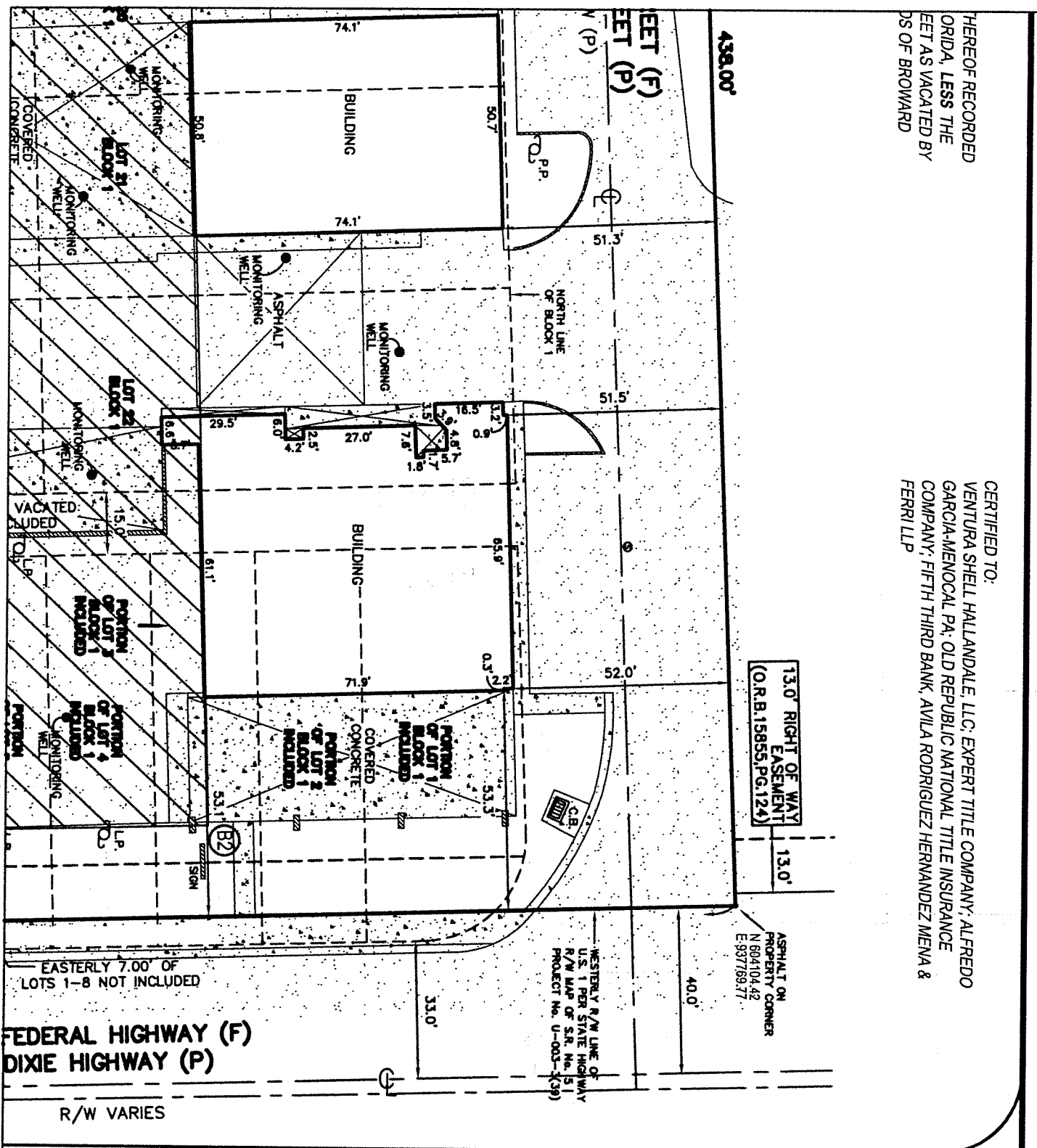
**REVISIONS:**  
**REVISED CERTIFICATIONS: 7-31-2014**  
**REVISED CERTIFICATIONS AND LEGAL DESCRIPTION: 8-4-2014**  
**ADDED MONITORING WELL LOCATIONS: 08-22-2014**  
**REVIEWED O.R.B. 15855, PG. 124: 05-21-2015**  
**REVIEWED TITLE COMMITMENT: 06-22-2015**



I have reviewed OLD REPUBLIC NA			
Commitment			
Agent's File Reference: AGM15002			
All policy and title search items have been			
ITEM#	P.B.	PG.	CONVE.
5	6	41	PLAT OF HOLLYWOOD
8	6	41	PLAT OF HOLLYWOOD
ITEM#	O.R.B.	PG.	CONVE.
6	15855	124	GRANT OF EASEMENT
7	45890	376	ELECTRICAL EASEMENT

**Exhibit “C”  
Contaminate Soil  
Area Coordinate**





THEREOF RECORDED  
IN FLORIDA, LESS THE  
FEES AS VACATED BY  
ORDERS OF BROWARD

CERTIFIED TO:  
VENTURA SHELL HALLANDALE, LLC; EXPERT TITLE COMPANY; ALFREDO  
GARCIA-MENCOCAL PA. OLD REPUBLIC NATIONAL TITLE INSURANCE  
COMPANY; FIFTH THIRD BANK, AVILA RODRIGUEZ HERNANDEZ MENA &  
FERRI LLP

## BOUNDARY SURVEY

**LEGEND:**

ASSESSMENTS OR OTHER

6 OR OTHER IMPROVEMENTS

TO BE USED TO

OTHERWISE SHOWN

LESS OTHERWISE NOTED.





BEEN EXAGGERATED TO  
PHYSICAL IMPROVEMENTS  
CONTROL THE LOCATION OF

A/C	AIR CONDITIONER
B.R.	BEARING REFERENCE
B.M.	BENCH MARK
C	CENTERLINE
(C)	CALCULATED
CATV	CABLE RISER
C.B.	CATCH BASIN
D.H.	DRILL HOLE
D.E.	DRAINAGE EASEMENT
D/W	DRIVEWAY
Δ	CENTRAL ANGLE/DELTA
C.M.	CONCRETE MONUMENT
D.B.	DEED BOOK
D.	DESCRIPTION OR DEED
ESMT	EASEMENT
E.O.W.	EDGE OF WATER

XX.XX  
F.F.  
F.I.P.  
FD.  
●  
W.C.  
F.P.K.  
F.C.M.  
F.I.R.  
L  
L.A.E.  
M.H.  
F.N.  
N&D  
N.R.  
N.T.S.  
O.R.

EXISTING ELEVATION  
FINISHED FLOOR  
FOUND IRON PIPE  
FOUND  
WELL  
WITNESS CORNER  
FOUND PARKER-KALON NAIL  
FOUND CONCRETE MONUMENT  
FOUND IRON ROD  
LENGTH  
LIMITED ACCESS EASEMENT  
MANHOLE  
FOUND NAIL  
NAIL & DISC  
NON RADIAL  
NOT TO SCALE  
OFFICIAL RECORDS

O.R.B.	OFFICIAL RECORDS BOOK
U.E.	UTILITY EASEMENT
P.C.P.	PERMANENT CONTROL POINT
P.R.M.	PERMANENT REFERENCE MONUMENT
T.B.M.	TEMPORARY BENCH MARK
TEL	TELEPHONE FACILITIES
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.C.C.	POINT OF COMPOUND CURVATURE
P.C.	POINT OF CURVATURE
P.R.C.	POINT OF REVERSE CURVATURE
P.T.	POINT OF TANGENCY
●	PROPERTY CORNER
R.O.E.	ROOF OVERHANG EASEMENT
L.M.E.	LAKE MAINTENANCE EASEMENT
R.P.	RADIUS POINT

S.I.R.	SET IRON ROD & CAP
P.P.	POWER POLE
T.O.B.	TOP OF BANK
W.M.	WATER METER
P.G.	PAGE
(P)	PLAT
P.B.	PLAT BOOK
R.W.	RIGHT OF WAY
O.H.L.	OVERHEAD LINES
(M)	FIELD MEASURED
	COVERED AREA
	CONCRETE
	METAL FENCE
	WOOD FENCE



**LEGAL DESCRIPTION:**  
ALL OF BLOCK 1 OF HOLLYWOOD PINES ESTATES, ACCORDING TO THE PLAT IN PLAT BOOK 6, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, EAST 7.0 FEET THEREOF, TOGETHER WITH A PORTION OF VACATED NE 7th STREET, ORDINANCE RECORDED IN O.R. BOOK 45890, PAGE 376 OF THE PUBLIC RECORDS, FLORIDA.



**SUBORDINATION OF MORTGAGE TO  
DECLARATION OF RESTRICTIVE COVENANT**

Fifth Third Bank, an Ohio banking corporation (also referred to as MORTGAGEE), as the holder of the following described instrument:

Mortgage from Ventura Shell Hallandale, LLC, a Florida limited liability company to Fifth Third Bank, an Ohio banking corporation, recorded March 29, 2017, in Official Records under Instrument Number 114288738 all recorded among the Public Records of Broward County, Florida

(collectively, the "Mortgage"), hereby subordinates the lien of its Mortgage to the foregoing Declaration of Restrictive Covenant by and between Ventura Shell Hallandale, LLC, a Florida limited liability company and the Florida Department of Environmental Protection.

Provided, however, that the Mortgagee's subordination herein shall not be deemed to subordinate any valid claim on the part of the Mortgage Holder to the proceeds of any sale, condemnation proceedings, or insurance, nor shall the leases, rents, and profits of the property described in the Mortgage be affected by the Subordination of Mortgage. The foregoing shall not be construed as a waiver by the Mortgagee of any valid claim it may have according to its interest in the property to the proceeds of any sale, condemnation proceedings, or insurance or to the leases, rents and profits of the property described in the Mortgage.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Subordination of Mortgage to Declaration of Restrictive Covenant this 20 day of April, 2017.

WITNESSES:

Cleiton Del Castillo

Print Name: Cleiton Del Castillo

Orlando J. Valdes

Print Name: Orlando J. Valdes

Fifth Third Bank, an Ohio banking corporation

By: Max

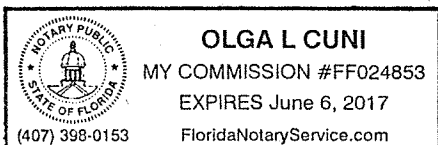
Print Name: Maiko A. Xavier

Title: S.V.P.

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 20 day of April, 2017 by Maiko A. Xavier, as S.V.P. of Fifth Third Bank, an Ohio banking corporation, on behalf of the corporation, who is personally known to me or who produced \_\_\_\_\_ as identification.



Florida  
Notary Public, State of {{STATE}}

Printed Notary Name

Commission No. FF024853

My Commission Expires: 06/06/17

# Attachment E

**EXHIBIT I: Decision Flow Chart for SOP**

