EXHIBIT 2

THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.

Brownfields, Transactions, Due Diligence, Development, Permitting, Cleanups & Compliance

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

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

September 10, 2019

Via Email and FedEx

Mr. Keven R. Klopp, Assistant City Manager
City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, FL 33009

Re: Request to Designate Green Reuse Area to Remove Barriers to Redevelopment Arising out of Actual Contamination

Dear Mr. Klopp:

On behalf of Hallandale First, LLC ("Hallandale First"), we are pleased to submit this request to designate property located on South Federal Highway, Hallandale Beach, Broward County, Florida 33309, Folio Number 5142-27-52-0010, a Green Reuse Area pursuant to Chapter 376.80(2)(c), Florida Statutes as an effective, proven strategy to remove pollution related barriers to redevelopment.[1] The approximately 0.89 acre property currently sits vacant and idle, in large part due to the presence of arsenic contamination in soil and groundwater. This contamination, likely caused by the property's former use as a nursery, 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 and the Broward County Environmental Protection and Growth Management Department 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 Hallandale First 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, Hallandale First meets such statutory criteria. Accordingly, based on the foregoing, we respectfully request that staff favorably review this request

[1] The survey, legal description, and property card for the property can be found at Exhibit A.

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

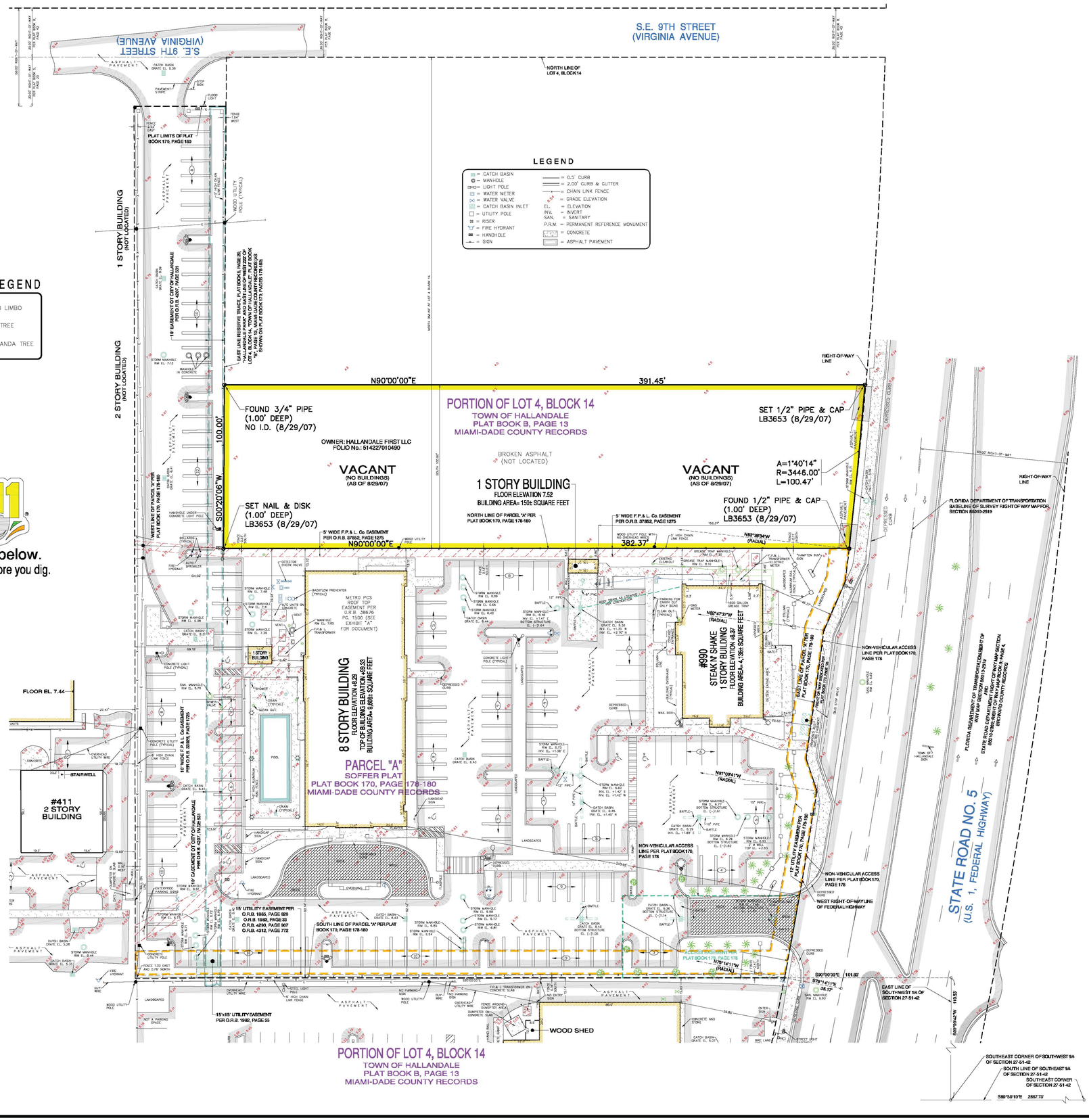
cc: Mr. Jerome Hollo, Manager, Hallandale First, LLC
Ms. Vanessa Leroy, Development Services Director, City of Hallandale Beach

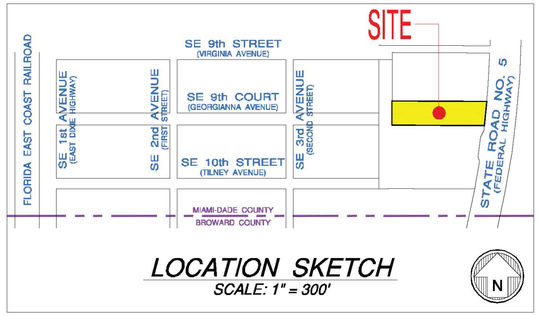
Exhibit A

Legal Description

South Federal Highway, Hallandale Beach, Broward County, Florida 33009
Folio Number 5142-27-52-0010

The South 100.00 feet of the North 300.00 feet of Lot 4, Block 14, MAP OF THE TOWN OF HALLANDALE, DADE CO. FLA., according to the plat thereof, as recorded in Plat Book B at Page 13 of the Public Records of Miami-Dade County, Florida.





LOCATION SKETCH
SCALE: 1" = 300'

Know what's below. Call before you dig.

LEGAL DESCRIPTION:

The South 100.00 feet of the North 300.00 feet of Lot 4, Block 14, MAP OF THE TOWN OF HALLANDALE, DADE CO. FLA., according to the plat thereof, as recorded in Plat Book B at Page 13 of the Public Records of Miami-Dade County, Florida.

SURVEYOR'S NOTES:

- This site lies in Section 27, Township 51 South, Range 42 East, City of Hallandale Beach, Broward County, Florida.
- All documents are recorded in the Public Records of Broward County, Florida unless otherwise noted.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- Bearings hereon are referred to an assumed value of S 90°00'00" E for the South line of Parcel "A", said bearing is identical with the plat of record, and evidenced by (2) found set 1/2" pipe & cap LB3653.
- Elevations shown hereon are relative to the National Geodetic Vertical Datum of 1929, based on Miami-Dade County Bench Mark No. N-614, Elevation +5.87 Located at N.E. 209th Street and U.S. Highway No. 1.
- Lands shown hereon are located in Federal Flood Zone AE (EL 7) per Community Panel No. 125110 0319 F, dated August 18, 1992 and index map revised October 2, 1997.
- Dimensions indicated hereon are field measured by electronic measurement, unless otherwise noted.
- Lands shown hereon containing 38,715 square feet, or 0.889 acres, more or less.
- Roof overhang not located unless otherwise shown.
- Underground improvements and/or underground encroachments not shown unless otherwise indicated.
- The approximate location of all utilities shown hereon were determined from As-Built plans and/or on-site locations and should be verified before construction.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Boundary Survey" was made under my responsible charge on August 29, 2007, and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

By: _____
Daniel C. Fortin, For The Firm
Surveyor and Mapper, LS2853
State of Florida.

GRAPHIC SCALE
0 15 30 60
(IN FEET)
1 inch = 30 ft.

No.	Revision Description	O.N.

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida 33162
Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

BOUNDARY SURVEY
HALLENDALE FIRST, LLC
CITY OF HALLANDALE BEACH, BROWARD COUNTY, FLORIDA

Date	8/29/07
Scale	1"=30'
Drawn By	MAP
Cad. No.	021881
Plotted	9/27/05 11:16a
Ref. Dwg.	2002-194
Field Book	598/27 & FLD. SHT SJD
Job. No.	071271
Dwg. No.	2007-139
Sheet	1 of 1

Marty Kiar Broward County Property Appraiser

Site Address	**S FEDERAL HIGHWAY HALLANDALE BEACH, 33009**	**ID#**	**514227520010**
Property Owner	**HALLANDALE FIRST LLC**	**Millage**	**2513**
Mailing Address	**100 S BISCAYNE BLVD STE 900 MIAMI, FL 33131**	**Use**	**10 - Vacant commercial**

Abbreviated Legal Description	**GULFSTREAM POINT 179-107 B PARCEL A**

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values

Year	Land	Building	Agriculture Savings	Just / Market Value	Assessed / SOH Value	Tax
2019	$1,279,180	0	0	$1,279,180	$1,191,790	
2018	$1,236,540	0	0	$1,236,540	$1,083,450	$22,391.79
2017	$1,279,180	0	0	$1,279,180	$984,960	$20,626.45

2019 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$1,279,180	$1,279,180	$1,279,180	$1,279,180
Portability	0	0	0	0
Assessed / SOH	$1,191,790	$1,191,790	$1,191,790	$1,191,790
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exemption Type	0	0	0	0
Taxable	$1,191,790	$1,279,180	$1,191,790	$1,191,790

Sales History

Date	Type	Price	Book/Page or CIN
07/05/2005	Warranty Deed	$3,750,000	41269 / 491

Land Calculations /

Price	Factor	Type
$33.00	38,763 SqFt	Square Foot

Adj. Bldg. S.F.:	0
Effective Year:	2019
Actual Year:	2018
Units/Beds/Baths:	0 / /

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
Hallandale Bch Fire Prot (25)								
Vacant Lots (L)								
1								

Exhibit B

Green Reuse Area Designation Eligibility Statement

Gulfstream Point Green Reuse Area
South Federal Highway, Hallandale Beach, Broward County, Florida 33009
Folio Number 5142-27-52-0010

Hallandale First, LLC ("Hallandale First") proposes to redevelop and rehabilitate a parcel of land located north of 900 South Federal Highway and south of 990 South Federal Highway, Hallandale Beach, Broward County, Florida 33009, Folio Number 5142-27-52-0010 (the "Subject Property"), as a 24-story mixed-use development with 1,600 square feet of retail/restaurant space and 297 luxury rental units in one building with amenities including a recreation area, rooftop swimming pool, gym, meditation garden, and social/function rooms (the "Project"). As demonstrated herein, the Project meets all five of the applicable brownfield area designation criteria set forth at Section 376.80(2)(c), Florida Statutes.[1] In addition, the Subject Property meets the definition of a "brownfield site" pursuant to Section 376.79(3), Florida Statutes.

I. Subject Property Satisfies the Statutory Criteria for Designation

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

Hallandale First satisfies this criterion in that it currently controls the Subject Property by virtue of a Corrective Warranty Deed, dated June 10, 2008, and has agreed to redevelop and rehabilitate the Subject Property.[2] Accordingly, Hallandale First 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."

Hallandale First satisfies this criterion in that the Project will result in significant economic productivity of the area. The budget for rehabilitation and redevelopment is approximately $129 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 440 direct and 872 indirect, permanent jobs over the period of development which includes temporary construction workers and materials suppliers.[3] 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 Project, once completed, is anticipated to create up to 30 permanent, full-time equivalent positions not associated with the implementation

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

[2] A copy the Corrective Warranty Deed can be found as Attachment B to this Eligibility Statement.

[3] According to the Economic Policy Institute's January 23, 2019 report on employment multipliers, for every million dollars spent on construction, approximately 5.5 direct permanent jobs, 4.8 supplier permanent jobs and 6.1 induced permanent jobs are generated. Hallandale First anticipates hard construction costs to be approximately $80 million, which based on the foregoing, would result in 440 direct and 872 indirect jobs created as a result of the development. The report is available here: https://www.epi.org/publication/updated-employment-multipliers-for-the-u-s-economy/.

of the rehabilitation agreement and not associated with redevelopment project demolition or construction activities. This includes permanent jobs on-site at the planned restaurant/retail space and jobs that facilitate operation of the development itself, e.g. maintenance and security staff. Such job creation will result in the payment of significant payroll taxes and salaries, thereby benefitting the local economy and increasing the economic productivity of the area. Accordingly, Hallandale First 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."

Hallandale First satisfies this criterion in that the Subject Property is located in the City of Hallandale Beach's (the "City") Central 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 Hallandale First includes this exact mix of shopping, dining, and residential uses contemplated by the City to enhance the Central RAC. As proposed, the development is also consistent with the Development Agreement entered into by Hallandale First and the City's Community Redevelopment Agency, which provides for variances from the applicable zoning provisions in the City's Code of Ordinances.[4] Because the proposed redevelopment as designed is consistent with the local plan and is a permittable use under the applicable local land development regulations, Hallandale First 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.

Hallandale First 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 23, 2019, 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 will be published in the Sun Sentinel; and

[4] See Attachment C for the executed and recorded Development Agreement, dated December 30, 2014, and recorded in the Public Records of Broward County on February 5, 2015.

(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 Hallandale First, LLC will hold a community meeting on September 23, 2019, 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 on South Federal Highway, Hallandale Beach, Broward County, Florida 33009, 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@goldsteinenvlaw.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 $129 million for the Project is to be fully funded through the financial resources of Hallandale First's affiliates and principal. Specifically, Hallandale First's principal and majority interest-holder, Mr. Tibor Hollo, has sufficient resources to implement the proposed rehabilitation agreement and redevelopment plan in his individual capacity.[5] *Further, Hallandale First's principal and affiliates, including Florida East Coast Realty, LLC, are renowned nationwide for their development successes with over 60 years of experience and over 60 million square feet of residential, commercial, and industrial projects constructed to date, including the following:*

- *Beginning in 1973 and continuing throughout the 1980s, the company developed Miami's Omni/Venetia area, sparking the transformation of the district into what now is known as the Arts and Entertainment District. Covering six square blocks on the northern edge of Downtown Miami, FECR's vision for the neighborhood includes several landmark developments, including Plaza Venetia (now known as Venetia), a mixed-use luxury rental building; the 605-room Biscayne Bay Marriott Hotel; Venetia (now known as the Grand), comprising over 3.4 million square feet of residential and commercial space; the Omni International Mall, which contained over one million square feet of high-end retail space, as well as what now is known as the 527-room Hilton Miami Downtown (opened as an Omni and later converted into a Radisson); and Sea Isle Marina & Yachting Center, a full-service marina.*

- *More recently in the Arts and Entertainment District, FECR completed Opera Tower, a 635-unit luxury residential tower adjacent to FECR's renowned Bay Parc Plaza. Still coming up for FECR, the Mikado, a new residential*

[5] See Attachment D for a statement from Hallandale First, LLC's CFO, Mr. Leonard Katz, certifying that Mr. Tibor Hollo, as principal of Hallandale First, LLC, has sufficient resources to construct the Project.

tower, will be the final phase of the company's over 40-year development plan for this area, completing a land assemblage that began in 1968.

- *In Miami's famous Brickell district, FECR has owned and developed many projects, most notably the Rivergate Plaza Complex, containing 444 Brickell—the first high rise office building on Brickell Avenue—and two U.S. treasury buildings. Other noteworthy projects in the area include 888 Brickell; Vizcaya Towers and Vizcaya North; the Club at Brickell Bay; and Colonnade Plaza. Nearby, FECR also owns a 19-story, 700,000 square foot office and retail complex called One Bayfront Plaza.*

- *FECR acquired 1101 Brickell in 2009, which contains approximately 300,000 square feet of recently-renovated office space in two glass-walled towers. In addition to the office towers, FECR constructed the new Panorama Tower, a luxury high-rise residential apartment tower with 821 units, along with a 208-room hotel and additional high-end office (100,000 square feet) and retail space (50,000 square feet), on the site. Also planned for the future is The Towers by Foster + Partners, consisting of two, elegant and slender, interconnected towers rising 1,049 feet above Biscayne Bay, the highest allowed by the Federal Aviation Administration, and the tallest structures on the East Coast south of New York City. Built on the only undeveloped bayfront parcel remaining in the Brickell area, it will contain 660 ultra-luxury residences and a pedestrian plaza with retail, restaurants, and art galleries.*

- *FECR also is making its mark in Coral Gables, the "City Beautiful," where the 130,000 square foot premier office condominium, 2020 Ponce, was completed in 2009, and Villa Majorca, a charming upscale residential community, was completed in 2010. Coming up in Coral Gables for FECR are several new, high-end residential projects at 33 Alhambra, 1505 Ponce, and 44 Zamora.*

- *Additional residential projects in Florida over the years include Centre House in the Civic Center (now known as Dominion Tower), which was the tallest residential tower in Miami at the time of its completion; Twin Lakes Raquet Club; San Souci Manor; Tropicana East and Tropicana West; Quayside Townhomes; Flamingo Plaza (now known as North Bay Landing); Sport Acres; and Bass Lakes. In Miami Beach, FECR owned and operated the world-famous Eden Roc Hotel throughout the 1980s, as well as the Decoplage Condominium (formerly known as 100 Lincoln Road).*

- *Further, FECR has delved into the telecommunications industry with the development of the SSAE 16 Type II Certified Miami Data Vault, Miami's finest and most secure collocation and disaster recovery center and home to some of the nation's most renowned providers of technical services. Additionally, FECR owns the adjacent parcel, which is fully-entitled for an additional 235,000 square feet of technology/data center space.*

- *FECR's grandest project to date will be the new One Bayfront Plaza. This global landmark will be a mixed-use development of contemporary modern design, encompassing a total of over three million square feet, principally-comprised of premier, class AAA office space, together with a luxury convention hotel and high-end residences. Additionally, within the pedestal base that will comprise two full city blocks, the edifice will include an upscale retail mall and a parking garage. The tower will be Miami's signature project and the tallest building in the skyline, reaching a height of 1,049 feet above Biscayne Bay, with 360-degree, panoramic views truly beyond compare.*

The success of previous and in-the-pipeline projects, the magnitude of the capital previously raised, the quality of the development previously achieved, and the resources of its majority interest-holder provide reasonable assurances that Hallandale First 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 plant nursery which has resulted in the presence of contamination in both the soil and groundwater on the Subject Property that will significantly complicate redevelopment. Specifically, site assessment activities revealed that arsenic concentrations in the soil and groundwater on the Subject Property exceed the Florida Department of Environmental Protection ("FDEP") soil and groundwater cleanup target levels. This type of contamination is commonly associated with properties that were previously used as nurseries and likely stems from historical use and storage of arsenic-containing fertilizers, pesticides, and herbicides. Hallandale First must now carefully address the presence of the contaminated media through continued site assessment activities and by eventually undertaking measures that may include removing the contaminated material, encapsulating contaminated material, and/or imposing restrictions on the future use of the Subject Property's underlying soil and groundwater. As such, Hallandale First faces significant additional redevelopment costs that are difficult to quantify at the start of redevelopment, as well as a heavy and complex regulatory burden that exists to ensure contamination is properly and safely managed. To accomplish this, Hallandale First will enter into a Brownfield Site Rehabilitation Agreement with the Broward County Environmental Protection and Growth Management Department ("EPGMD") as FDEP's delegated agent. Hallandale First 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, Hallandale First will be required to carefully manage the contamination at all stages of the redevelopment, imposing great legal and financial risk, by incorporating design and construction changes on the Project that would not be required but for the presence of actual contamination.[6, 7]

In sum, the presence of contamination imposes a material level of regulatory, construction, health, and legal liability risk, complicates redevelopment efforts, and requires significant time and money for environmental, engineering, and legal consultants to properly investigate and address. Accordingly, this designation, if granted, will allow for Hallandale First 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 Broward 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.

---

[6] 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.

[7] As an example of yet another complication to the planned development, due to the presence of contamination on the Property, Hallandale First must rethink how stormwater is managed at the property and how stormwater structures, such as dry detention ponds, swales, and exfiltration trenches are built and operated. FDEP, for example, will not allow stormwater to drain through contaminated soil or into groundwater in a way that spreads an existing groundwater plume. This concern has become so acute that FDEP issued detailed guidance written to address this issue and help overcome the complexity posed by actual and potential contamination impacting redevelopment. See Attachment F.

III. Conclusion

Hallandale First 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.

Attachment A

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 permittable 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

CFN # 107990752, OR BK 45496 Page 299, Page 1 of 3, Recorded 07/02/2008 at 12:40 PM, Broward County Commission, Doc. D $0.70 Deputy Clerk 3370

This instrument prepared by
And recorded and return to:
David A. Messinger, Esq.
Stearns Weaver Miller Weissler Alhadeff &
Sitterson, P.A.
150 W. Flagler Street
Suite 2200
Miami, Florida 33130

Parcel Id: 11227-01-04900

[For Recorder's Use Only]

CORRECTIVE WARRANTY DEED

THIS INDENTURE is made this 10th day of June, 2008, between MJG PROPERTIES, INC., a Florida corporation ("Grantors") whose address is 2875 N.E. 191st Street, Suite 400, Aventura, Florida 33180, and HALLANDALE FIRST, LLC, a Florida limited liability company ("Grantee"), whose permanent address is 425 E. 61 Street, 4th Floor, New York, NY 10021.

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

WITNESSETH, Grantors for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt of which is hereby acknowledged, have granted, bargained and sold to Grantee, Grantee's, successors and assigns, forever, that certain property lying and being in Broward County, Florida, more particularly described as follows:

The South 100.00 feet of the North 300.00 feet of Lot 4, Block 14, less and except the West 222.00 feet thereof, TOWN OF HALLANDALE SUBDIVISION, Section 27, Township 51 South, Range 42 East, according to the plat thereof, as recorded in Plat Book B, Page 13, Public Records of Miami-Dade County, Florida, now lying and situate in Broward County, Florida; Less and except any portion of the above described property lying within the Road Right of Way for U.S. Federal Highway No. 1 on East.

[THIS CORRECTIVE WARRANTY DEED IS BEING RECORDED TO CORRECT CERTAIN SCRIVENER'S ERRORS IN THE LEGAL DESCRIPTION CONTAINED IN THAT CERTAIN WARRANTY DEED RECORDED ON AUGUST 10, 2005 IN O.R. BOOK 40269, PAGE 491 IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA (THE "ORIGINAL DEED") INCLUDING (A) USE OF NAME "MIAMI-DADE COUNTY" IN THE "WITNESSETH" PARAGRAPH INSTEAD OF "BROWARD COUNTY"; (B) IDENTIFICATION OF PLAT BOOK AS "PLAT B" INSTEAD OF "PLAT BOOK B"; AND (C) USE OF THE NUMBER "220" IN THE FIRST DESCRIBED LESS OUT PORTION INSTEAD OF "222". IT IS ALSO BEING RECORDED TO INCLUDE EXHIBIT "A" WHICH WAS REFERENCED IN THE ORIGINAL DEED BUT ERRONEOUSLY OMITTED FROM SAME.]

SUBJECT TO: Permitted Exceptions attached hereto as Exhibit "A".

TO HAVE AND TO HOLD the same unto Grantee in fee simple.

Grantors do hereby covenant with Grantee that, at the time of the delivery of this deed, Grantors are lawfully seized of the Property in fee simple; they have good right and authority to convey the Property; the Property is free of all encumbrances except taxes for 2005 and subsequent years, zoning or other restrictions imposed by governmental authority, and conditions, covenants, restrictions, limitations and easements of record; and that they will warrant and defend the Property against the lawful claims and demands of all persons whatsoever.

IN WITNESS WHEREOF, Grantors have executed this indenture as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Grantors:

MJG PROPERTIES, INC., a Florida corporation

Joan Papadakis
Print Name: JOAN PAPADAKIS

By: _____
Mark J. Gordon, President

Ilonila Reigosa
Print Name: ILONILA REIGOSA

STATE OF FLORIDA)
)§.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 10 day of June 2008, by Mark J. Gordon, as President of MJG PROPERTIES, INC., a Florida corporation. They are personally known to me or have produced _____ as identification.

Dorothy DeDario
Notary Public, State of Florida at Large
Printed Name of Notary: Dorothy DeDario
Commission No.: DD 634609
My Commission Expires: March 14, 2011

Dorothy DeDario
MY COMMISSION # DD 634609
EXPIRES: March 14, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

1. All easements, conditions, covenants, restrictions, reservations, limitations and agreements of record, provided that this instrument shall not reimpose same.

2. Real estate taxes for the year 2005 and all subsequent years.

3. Existing applicable governmental building and zoning ordinances and other governmental regulations.

Attachment C

INSTR # 112792622
Recorded 02/05/15 04:02:16 PM
Broward County Commission
Deputy Clerk 2150
#1, 18 Pages

DEVELOPMENT AGREEMENT

BETWEEN CITY OF HALLANDALE BEACH AND HALLANDALE FIRST, LLC AND HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY

FOR

GULFSTREAM POINT PROJECT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered this 30 day of December, **2014**, by and between HALLANDALE FIRST, LLC. a Florida limited liability company, whose mailing address is 100 S. Biscayne Blvd, 9th Floor, Miami, FL 33132 ("**Developer**") and the **CITY OF HALLANDALE BEACH**, a municipal corporation of the State of Florida, whose mailing address is 400 South Federal Highway, Hallandale Beach, Florida 33009 ("City"), and the **HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public agency and corporate of the State of Florida and a community redevelopment agency whose mailing address is 400 South Federal Highway, Hallandale Beach, Florida, 33009 (the "**CRA**")

WITNESSETH

A. **WHEREAS**, Developer is the owner of certain property located in the City of Hallandale Beach, more particularly described in Exhibit "A" attached hereto and hereinafter referred to as (the "**Property**"); and

B. **WHEREAS**, Developer proposes to construct a mixed-use building on the Property with 297 multi-family residential units and 3,284square feet of restaurant space, including patio area and an associated parking garage with 524 spaces , hereinafter referred to as (the "**Proposed Development**" or "**the Project**"); and

C. **WHEREAS,** Developer submitted applications to the City for: (i) major development approval for the Proposed Development (the "**Site Plan**"); (ii) conditional use to permit residential use on a commercial zoned parcel; (iii) allocation of 253 regional activity center (RAC) units; and (iv) 44 residential flex units (hereinafter collectively referred to as the **Approvals**")

D. **WHEREAS,** Section 32-174(d)(4) of the City of Hallandale Beach Zoning and Land Development Code authorizes the City and other appropriate entities, to enter into binding development agreements for the development of real property with persons having a legal or equitable interest in such property; and

E. **WHEREAS**, Developer has requested that the City and the CRA to enter into a Development Agreement to provide for the terms and conditions upon which the Property can be developed in accordance with the Site Plan; and

F. **WHEREAS**, the City of Hallandale Beach City Commission is desirous of entering into a Development Agreement which is consistent with the Comprehensive Plan, the Zoning and Land Development Code, the approved Site Plan and all other applicable

requirements, as specifically provided in this Development Agreement.

G. **WHEREAS**, the CRA acknowledges that the Proposed Development is within the boundaries of the City's Community Redevelopment Agency District, and that in recognition of the fact that the increase in tax revenue from the Project will increase City and CRA revenues, the CRA is desirous of entering into a Development Agreement which is consistent with the goals and mission of the CRA, as provided in this Development Agreement; and

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Recitations.** The recitations set forth above are true and correct are incorporated herein by this reference.

2. **Definitions.** For the purpose of this Agreement, unless the context otherwise requires:

a. "Owner" or "Developer" shall mean Hallandale First, LLC, a Florida limited liability company.

b. "Project" or "Proposed Development" shall mean the Major Development Plan approved for the Gulfstream Point project by the City of Hallandale Beach for construction of a mixed use, 24-story, 252-feet 2-inches high building with 297 multi-family residential units, 2,527 square feet of restaurant space and 757 square feet of patio area, and a parking garage containing 524 spaces.

c. "Principal Building" shall mean the building depicted on the attached Site Plan as Exhibit "B".

3. **Description of Real Property.** The legal description of the Property which is the subject of this Development Agreement is set forth in Exhibit "A".

4. **Specific Restrictions on Development of Real Property.** The Project shall be undertaken and carried out in accordance with all City Codes and Ordinances in effect on the effective date of this Development Agreement, except for those exceptions and variations as set forth in this Development Agreement or any exhibit attached hereto, or as approved by the City Commission not in violation of any state law. All additional Code amendments adopted after the effective date of this Development Agreement and not conflicting with the approvals memorialized herein, including without limitation the exceptions and variations enumerated in this Development Agreement, shall be applicable to the Project to the extent specifically agreed upon by the parties. Upon failure to apply within 1 year of major development approval for building permits to construct the project, all allocated flexibility and RAC units will be reverted back to the City's pool of flexibility and RAC units, unless and until reinstated by vote of the City Commission.

5. **Permitted Uses and Development.** The Property may be developed with those uses permitted in the B-L Business District zoning district, the Planned Development Overlay District, and Planned Redevelopment Overlay District as approved by City Commission.

Developer acknowledges and agrees that in order to develop residential use on the Property, an allocation of 44 flexibility units and 253 RAC units will be required to be made to the Property by the City Commission in accordance with the applicable flexibility rules and the Broward County Comprehensive Plan. Developer shall, with the cooperation of the City, process the requisite recertification for the City assignment of flexibility units, as expeditiously as possible.

6. **Parking, Dimensional and Landscape Requirements.** The development of the Property with the Project shall be in accordance with the parking requirements, setbacks, heights, landscaping and other site development standards set forth in the Site Plan attached as Exhibit "B", and as set forth in a complete set on file and maintained by the City Development Services Department.

7. **Modification of City Regulations.** In consideration of compliance with the Special Conditions in Section 8, the Project may be constructed in accordance with the following modifications of the applicable Code provisions.

WAIVERS OR DEFICIENCIES	REQUIRED/ALLOWED	PROPOSED
1.Minimum PPD Lot Section 32-174 (i)(2)	1 Acre (43,560 SF)	.889 Acres (38,715 SF)
2. Max.Density Allowed PRD	None	335 DU/Acre
3.Density Flex	None	50 DU Acre
4.RAC Density	TBD	284.5 DU/Acre
5.Perimeter Landscape Buffer (Abutting S. Federal Highway) Section 32-384 (e)	10 feet	0" to 4'4" Varies
6. Landscaping Area Section 32-384 (8)	15%	12.14 %
7. Parking Required Section 32-455	611	524
8. Parking Space Dimensions Section 32-453	19' x 9'	18' x 9' for 482 spaces
9. Driveway aisle width Section 32-453(i)(e)	13 feet/23 feet	10 feet/20 feet on certain locations
10. Parking level drive aisle Section 32-453(i)(e)	23 feet	22 feet
11. Interior Landscape Island width 32-384(e)	5 feet	0' Northeast corner

8. **Special Conditions.** Developer, its successors and assigns, shall comply with the conditions of major development approval which are set forth in this Agreement. It is further understood and agreed that failure to fulfill any provision of this Agreement, the Site Plan, or the

conditions of approval, may result in non-issuance of certificates of occupancy, certificate of completion, or other regulatory approvals with respect to the Proposed Development, until such time as all conditions of the specific building permit or this Agreement are complied with, and that the City shall not be liable for any direct, indirect and/or consequential damages claimed for such non-issuance. Developer acknowledges that the following are special conditions which must be adhered to throughout the development of Project.

A. General Development Conditions.

1. All roof-mounted mechanical equipment shall be screened from view. The roof top equipment shall be engineered and screened to reduce noise

2. All required trees shall be at least fifteen (15) feet in overall height and at least (3) three inches in diameter.

3. The Project shall be designed and constructed to comply with Section 32-787 of the Code of Ordinances and obtain a Green Building certification from a recognized environmental agency.

4. Prior to the issuance of the first building permits, Developer shall submit a construction staging plan for review and approval of the City.

5. With the exception of the requirement that building permit applications be submitted within 1 year of the major development approval granted on December 3, 2014 as described above, the approvals shall otherwise be subject to the extension and expiration provisions of the Code of Ordinances.

6. Prior to the issuance of the first building permit for the Project, Developer, in cooperation with the City's HOP program administered by the City Human Services Director, will formulate and implement a "Hallandale Beach Resident Hiring Program"(the" Hiring Program") for construction of the Project, which program will include the following:

a. The goal of having a minimum of 15 percent (15%) of the initial employees hired for construction jobs at the Project to be residents of Hallandale Beach;

b. Developer to provide HOP Administrator with a list of the types of jobs anticipated and the necessary qualifications sufficiently in advance of any hiring so that HOP can identify those residents meeting the identified qualifications or HOP can work with potential candidates to obtain the necessary training to be eligible for such jobs;

c. Identify the number of qualified employees needed to provide a sufficient pool of qualified resident candidates and in the event HOP is unable to identify a sufficient pool of qualified resident candidates to meet the goal of 15 percent (15%) hiring of Hallandale Beach residents, Developer will work with HOP to formulate and implement a training program so that this goal is

achievable. Developer agrees to fund the $1,000 training expense for each position remaining to be filled to meet the 15% goal.

d. Developer shall report on a quarterly basis to the City through the HOP Administrator on the number of initial employees hired and how many of said employees are Hallandale Beach Residents. The first reporting quarter shall begin after the issuance of the first building permit for the principal building and conclude three months (3) after the issuance of the certificate of occupancy.

e. Developer shall use commercially reasonable efforts to contract with companies that are owned by City residents or located within the City for goods and services, where such companies are otherwise qualified and competitive, in order to promote job growth in the City. The Developer shall also commit that so long as Developer's general contractor (or construction manager) is able to identify qualified City of Hallandale Beach contractors or businesses that are licensed, meet the terms and conditions required by any contractor, subcontractor, materialman or laborer and can be bonded and provide pricing that is competitive to bids received, 10 percent (10%) of the direct hard construction costs shall be dedicated to City of Hallandale Beach contractors and or businesses. Developer further agrees to coordinate, as outlined above, with any successor program to the City's HOP program, and with any additional programs that may be designated by the City for hiring and contracting during construction.

7. Developer shall reimburse all fees and expenses of outside attorneys and third-party consultants that the City engages in connection with this Agreement and the implementation thereof as provided in the Cost Recovery Agreement by and between City and Developer pursuant to City Ordinance No. 2004-08.

B. <u>Utilities.</u>

1. Developer must submit a hydraulic analysis of water system showing adequate provision of fire and domestic use demand or upgrading the existing systems to the satisfaction of the City Engineer.

2. At the time of permitting, Developer shall provide drainage calculations. The calculations must comply with DPEP regulations and City criteria to retain five (5) years, one (1) hour storm on-site. Developer shall construct all on-site storm water improvements necessary to retain proper drainage and run-off.

3. Developer shall construct all utilities servicing the Project underground, including but not limited to any existing above ground utilities to be utilized within the scope of the Project.

4. The Project shall include purple piping for irrigation purposes. Irrigation for the Project shall be a gray water (reclaimed water) system with the understanding

that potable water will be used for the Project until such time that reclaimed water is available.

5. Developer shall contract with the City for roll out service and sanitation collection so long as it is available. The cost for the same shall be no greater than that charged any other project in the City. This Agreement shall be recorded as a covenant running with the land and be incorporated and recorded as part of the deed to said Property.

6. Developer shall obtain necessary approvals and permits and install at its cost, and utilize a private on-site lift station and construct an appropriate public (City owned) sanitary sewer force main to connect to the City's existing force main system, unless and until such time that the City's sanitary sewer gravity system and pump stations are sufficient to handle the additional capacity from the Project.

7. If existing Pump Stations number 12, 13, 14 and 9 and force mains are impacted and require upgrades, the developer shall pay it's pro-rata share of the cost, and if determined, assist in the design and construction of any improvement needed to the sanitary force main and gravity system, and pump station that is determined by the City Manager or designee to be necessary to meet the proportionate share of wastewater needs created by this project. Developer shall install the private lift station on-site and force main at its own cost which will connect to City's 20 inch force main downstream of pump station # 8. The force main line shall be conveyed to the City. If the City considers that it is necessary to install a larger diameter pipe for the force main, then the City shall pay for the cost associated with increase of the diameter. The City shall specify a reasonable size for the force main to service surrounding future development, and in the event that a major development ties into the line within the next five (5) years, the owner of such new development shall pay its pro-rata share of the cost of such force main.

8. The City agrees to fully cooperate and provide Developer with appropriate approvals and access to City easements and connections as needed to the City sanitary sewer force main system. The City will also facilitate any and all connections and easements which may not belong to the City, but may be required in order for Developer to connect.

C. **Controlling Documents.** The Site Plan is hereby incorporated herein by reference and made a part of this Agreement. There shall be strict adherence to this Agreement and the Site Plan, subject to minor modification by the City Manager in her discretion, as same may be amended from time-to-time in accordance with the procedures set forth in the City's Zoning and Land Development Code or this Agreement. In the event that the Site Plan or any portion thereof is found to be in conflict with this Agreement, this Agreement shall control.

D. Building Permits and Certificates of Occupancy. Subject to Developer's compliance with all applicable codes, ordinances, regulations, the Site Plan and this Agreement, the City agrees to issue to Developer, upon application and approval, all required building permits, approvals or other required permits and Certificates of Occupancy for the construction, use and occupancy of the Proposed Development.

E. Fees. Approvals are also based upon payment of the City's usual and customary fees and charges for such applications, permits or services, in effect at the time of issuance of the

permit or approval, and any financial contribution identified as part of this Agreement including but not limited to the following:

a.. Payment of water connection fees pursuant to City Code. The fee is not creditable towards other water/sewer impact fees.

b. Payment of City's water impact fee and sewer impact fee in accordance with City Code.

c. Payment of traffic mitigation fees in accordance with the City Code.

F. **Additional Contributions.**

1. Prior to the date of the issuance of the Certificate of Occupancy or Certificate of Use, Developer shall contribute to the City the amount of $700,000.00. Developer shall contribute to the City the amount of $700,000.00 for City improvements which may include the design and construction of City owned Bluesten Park or other public purpose as the City deems appropriate. Said contribution shall be paid in three installments; first payment of three hundred thousand dollars ($300,000.00) shall be made at the time of issuance of the certificate of occupancy for the Project ("First Payment"); the second payment of two hundred thousand ($200,000.00) shall be made one year (on the same date, or the following business day after the First Payment ("Second Payment"); and the third and final payment of two hundred thousand dollars ($200,000.00) shall be made one year (on the same date, or the following business day) after the Second payment is made ("Third Payment").

2. As a result of the Project directly benefiting the CRA, through the increased residential population and direct tax payments which the CRA benefits from, the CRA hereby agrees to make a $75,000.00 contribution towards the utility improvements associated with the Project. Said payment shall be paid to Developer at the time Developer connects its newly constructed force main (in accordance with the site plan) to the City's system.

9. **Amendments.** Any amendment to this Agreement shall not be approved unless all parties subject to this Agreement agree to the amendment and such amendment is incorporated into the Agreement. All amendments not requiring City Commission, or the CRA Board as applicable, approval shall be subject to the final approval by the City Manager on behalf of the City, or the CRA Director on behalf of the CRA.

10. **Developer's Representations and Warranties.** Developer makes the following representations and warranties to the City, each of which shall survive the execution and delivery of this Agreement:

A. Developer is a limited liability company duly organized and validly existing under the laws of the State of Florida, and has full power and capacity to own its properties, to carry on its business as presently conducted by Developer, and to enter into the transactions contemplated by this Agreement.

B. Developer's execution, delivery and performance of this Agreement have been duly authorized by all necessary individual, partnership, corporate and legal actions and do not and shall not conflict with or constitute a default under any indenture,

agreement or instrument to which Developer or Developer's property may be bound or affected.

C. Except as otherwise previously or concurrently disclosed to the City in writing, there are no actions, suits or proceedings now pending or (to the best of Developer's knowledge) now threatened against or affecting Developer or its property before any court of law or equity or any administrative board or tribunal or before or by any governmental authority which would prohibit, restrict or otherwise interfere with Developer's ability to enter this Agreement or carry out the provisions of this Agreement.

D. This Agreement constitutes the valid and binding obligation of Developer, enforceable against Developer, and its successors and assigns, in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

11. City's and CRA's Representations and Warranties. The City and CRA make the following representations and warranties to Developer, each of which shall survive the execution and delivery of this Agreement:

A. The City is a municipal corporation duly organized and validly existing under the laws of the State of Florida and the CRA is a public agency and corporate of the State of Florida and a community redevelopment agency. Both entities have full power and capacity to own its properties, to carry on its business as presently conducted by the City and the CRA , and to enter into the transactions contemplated by this Agreement.

B. The City's and CRA's execution, delivery and performance of this Agreement have been duly authorized by all necessary legal actions and do not and shall not conflict with or constitute a default under any indenture, agreement or instrument to which the City or CRA is a party or by which the City or CRA or the City's or CRA's property may be bound or affected.

C. This Agreement constitutes the valid and binding obligation of the City and CRA enforceable against the City and CRA, and its successors and assigns, in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

12. Binding Effect. This Agreement shall be recorded in the Public Records of Broward County, Florida, and the provisions of this Agreement shall be binding upon the parties hereto and their respective successors and assigns as a covenant running with and binding upon the Property.

13. Breach of Agreement and Remedies. The occurrence of any one or more of the following events shall be deemed an "Event of Default" under this Agreement:

A. Any failure to fulfill any covenants and obligations under this Agreement that shall continue for a period of thirty (30) days following written notice from any party to this agreement ; however, in the event that such failure cannot be reasonably cured within such thirty (30) day period, so long as the non-breaching party, determines that such failure was beyond the reasonable control of the breaching party or did not result from a lack of good faith and breaching party has promptly commenced the action(s) necessary to cure the failure and diligently and continuously prosecutes such action, the thirty (30) day cure period shall be

extended for such period as may reasonably be necessary to cure such failure.

B. Upon a material and adverse Event of Default, which has not been cured, or a commitment to cure has not been made, in addition to all remedies available at law and/or equity, the City or the CRA shall have the right to terminate this Agreement, by providing written notice to Developer, in which event the parties shall be released from all further obligations under this Agreement, and the City or the CRA shall be relieved from any and all obligations to reimburse Developer for any amounts whatsoever, provided, however, that such right to terminate provide herein shall cease upon the earlier of (i) the date of the payment of the contribution as outlined in paragraph 16 below (or placement of alternate security thereto), and (ii) commencement of construction. In the event Developer commences construction of a Project and the City reasonably determines that the Project has been abandoned pursuant to Section 32-761 of the City Code, Developer shall demolish, at its expense, any partially completed improvements and restore the site to the state at which it existed prior to the construction.

14. **Hold Harmless.**

Developer agrees to and shall hold the City and CRA, their officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury including death and claims for property damage which may arise from the direct or indirect operations of Developer or those of Developer's contractor, subcontractor, agent, employees, or other person acting on his behalf which relate to the Project., but for acts of negligence of the City Developer agrees to hold City and CRA and their officers, agents, employees, and representatives harmless from any and all claims, actions, proceedings, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs of suit incurred in connection with such claims at all trial and appellate levels), caused or alleged to have been caused by reason of Developer's activities in connection with the Project.

Developer agrees that it shall not allow any encumbrances and/or mechanical liens to be placed on or against any City or CRA property on which Developer is constructing any improvements pursuant to this Agreement. In the event that any encumbrances and/or mechanical liens are placed on or against City or CRA property, Developer agrees to take all necessary action to have said encumbrances and/or mechanical liens immediately removed, provided that the Developer may contest if properly bonded. Failure of Developer to have said encumbrances and/or mechanical liens removed shall constitute a breach of this Agreement.

15. **Monitoring Official.** The City of Hallandale Beach City Manager or his or her designee is appointed as the City's monitoring official of this Agreement. The City's representatives shall monitor the activities specified in such a manner to ensure that all requirements of this Agreement are met.

16. **Surety.**

A. Developer shall tender to the City at the time of building permit issuance, a bond or irrevocable letter of credit executed by the Developer as Principal, and by a Surety Company (or companies) authorized to do business in the State of Florida, and approved by the City's Risk Management Department as Surety, in the amount of $700,000.00, for City improvements which may include the design and construction of City owned Bluesten Park, or other public purpose as the City deems appropriate. Upon the payment of each of the First

Payment, Second Payment and Third Payment, pursuant to Section F(1), the bond or letter of credit may be reduced by a corresponding amount.

B. In the event Developer shall fail or neglect to fulfill the Additional Contribution commitment made in paragraph F. above, the City shall enforce the bond referenced in paragraph A. above and the Developer and the Surety shall be jointly and severally liable to pay to and indemnify the City, the total amount referenced herein. The Developer agrees to pay the City the final costs for enforcement of the Bond including, but not limited to legal and contingent costs and expenses.

C. The bonds or irrevocable letters of credit provided for in this subparagraph shall be written in favor of the City and shall be in a form satisfactory to the City Attorney. A surety which is required by this subparagraph may be cancelled only upon written authorization from the City upon the payment in full or satisfaction of the obligations guaranteed by the applicable bond or irrevocable letter of credit. Developer shall provide proof of the continued validity of the bond or irrevocable letter of credit required by this subparagraph, on or before each annual anniversary of the requirement for the provision of such bond or irrevocable letter of credit.

D. Developer shall be required to provide notice to the City pursuant to Paragraph 19 of this Agreement within thirty (30) days of the occurrence of any of the following:

(i) If any petition is filed by or against Developer, as debtor, seeking relief (or instituting a case) under Chapters 7 or 11 of the United States Bankruptcy Code or any successor thereto; or

(ii) If Developer admits its inability in writing to pay its debts, or if a receiver, trustee or other court appointee is appointed for all or a substantial part of Developer's property and such receiver, trustee or other appointee is not discharged within ninety (90) days from such appointment; or

(iii) If the Project is levied upon or attached by process of law, and such levy or attachment is not discharged within ninety (90) days from such levy or attachment.

Receipt of notice pursuant to this subparagraph shall authorize the City to request release of the applicable bond or irrevocable letter of credit provided in accordance with subparagraph (B) of this paragraph.

17. **Force Majeure.** In the event that Developer is delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter. "Permitted Delay" or "Permitted Delays"), Developer shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon Developer seeking an extension of time delivering

written notice of such Permitted Delay to the City and the CRA within ten (10) days of the event causing the Permitted Delay, and the maximum period of time which Developer may delay any act or performance of work due to a Permitted Delay shall be one hundred eighty (180) days.

18. Venue. In the event of any litigation arising under or in any manner related to this Agreement, venue for such litigation shall be Broward County, Florida. In the event any party brings an action against another arising out of this Agreement, the prevailing party in such action shall be entitled to recover court costs and reasonable attorneys' fees (including appeals) in the judgment rendered through such action.

19. Notices. Any notice, demand or other communication required or permitted under the terms of this Agreement shall be in writing, made by overnight delivery services or certified or registered mail, return receipt requested, and shall be deemed to be received by the addressee one (1) business day after sending, if sent by overnight delivery service and three (3) business days after mailing, if sent by certified or registered mail. Notices shall be addressed as provided below:

If to the City:	City of Hallandale Beach Attn: City Manager 400 South Federal Highway Hallandale Beach, FL 33009 (954) 457-1300 - phone City_Manager_Office@Hallandalebeachfl.gov
With counterpart to:	City of Hallandale Beach Attn: City Attorney 400 South Federal Highway Hallandale Beach, FL 33009 (954) 457-1325 - phone CityAttorneyDL@cohb.org
With counterpart to:	City of Hallandale Beach Attn: Development Services Director 400 South Federal Highway Hallandale Beach, FL 33009 (954) 457-1375 – phone Development_Services_Office@Hallandalebeachfl.gov
If to Developer:	Hallandale First, LLC Attn: Philip Dahan 100 S. Biscayne Blvd. #900 Miami, FL 33132 (305) 358-7710 - phone (305) 358-1619 – fax
With counterpart to:	Becker & Poliakoff, P.A. Attn: Alan Koslow, Esq. 1 E. Broward Blvd., Suite 1800 Ft. Lauderdale, FL 33301 954-985-4169 – phone 954-985-6814 – fax

If to CRA:	Hallandale Beach Community Redevelopment Agency Attn: CRA Director 400 South Federal Highway Hallandale Beach, FL 33009 (954) 457-2228 - phone (954) 457-1342 – fax
With counterpart to:	City of Hallandale Beach Attn: CRA Attorney 400 South Federal Highway Hallandale Beach, FL 33009 (305) 416-6880 - phone (305) 416-6887 – fax

20. **Severability.** Invalidation of any provision of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect.

21. **Regulatory Powers.** City cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Project. Nothing in this Agreement shall be deemed to create an affirmative duty of City to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

22. **Assignment.** Developer may not assign any of its rights or obligations set forth under this Agreement to any unrelated entity without the written consent of the City, which shall not be unreasonably withheld

23. **Covenants Running with the Land.** This Agreement, and the rights and interests created herein, are intended to and shall run with the land, and shall be binding upon, inuring to the benefit of, and enforceable against the parties hereto and their respective successors and assigns. In the event of multiple ownership of the Property subsequent to the date hereof, each of the subsequent owners, mortgagees and other successors in interest in and to the Property shall be jointly and severally bound by the terms and provisions of this Agreement as covenants that run with the land. The City shall record this Agreement in the Public Records of Broward County.

24. **Effective Date.** This Agreement shall become effective upon execution by all parties.

25. **Waiver of jury trial and objections to venue.** The parties hereby knowingly, voluntarily and intentionally waive the right any of them may have to a trial by jury in respect of any litigation based upon this agreement or arising out of, under or in connection with this agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party. This provision is a material inducement for the parties entering into this agreement. The parties hereby knowingly, voluntarily and intentionally waive any objection to venue, provided, however, that such venue is consistent with the requirements of this agreement.

[SEE FOLLOWING PAGES FOR SIGNATURES]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the proper officers the day and year above written.

DEVELOPER

Witness: Kathleen Crogan
Print Name: KATHLEEN CROGAN

Witness: DEAN WARHART
Print Name: DEAN WARHART

Hallandale First, LLC, a Florida limited liability company,

By: Philip Dahan
Print Name: Philip Dahan
Title: Authorized Representative
Address: 100 S Biscayne Blvd #900
Miami FL 33131

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing Agreement was acknowledged before me this 29th day of DEC 2014 by PHILIP DAHAN as AUTHORIZED REPRESENTATIVE of Hallandale First, LLC, on behalf of the limited liability company. He/She is personally known to me or produced _____ as identification, and [did] [did not] take an oath.

Kathleen Crogan

[NOTARY SEAL]

Kathleen Crogan
Commission # FF 094297
Expires: FEB. 26, 2018
WWW.AARONNOTARY.com

CITY:

ATTEST:

Sheena James, City Clerk

Renee Miller, City Manager

ENDORSED AS TO FORM
AND LEGALITY FOR THE
USE AND RELIANCE OF THE
CITY OF HALLANDALE BEACH ONLY

V. Lynn Whitfield, City Attorney

HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY:

HALLANDALE BEACH
COMMUNITY REDEVELOPMENT AGENCY

By: _____
Renee C. Miller
Executive Director

ATTEST:

_____
Sheena James, MBA, CMC
CRA Clerk

Approved as to form and legal sufficiency:

By: _____
Gray Robinson, P.A.
CRA Attorney

Exhibt A

EXHIBIT "A"

LEGAL DESCRIPTION

"PARCEL A" OF GULFSTREAM POINT, ACCORDING TO THE PLAT THEREROF, AS RECORDED IN PLAT BOOK 179, PAGE 107 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Attachment D

Hallandale First, LLC
100 South Biscayne Blvd., Suite 900, Miami, Florida 33131
(305)358-7710 Ext. 101 - Fax (305)358-1139

May 28, 2019

City of Hallandale Beach

Re: Project Gulfstream Point

I hereby certify that based on my knowledge of the financial statements, and other financial information Mr. Tibor Hollo, as principal of Hallandale First, LLC., has available sufficient funds to construct the project located at 900 S Federal Highway, Hallandale Beach, Florida, also known by City of Hallandale Beach, Florida Development Agreement, as the Gulfstream Point Project.

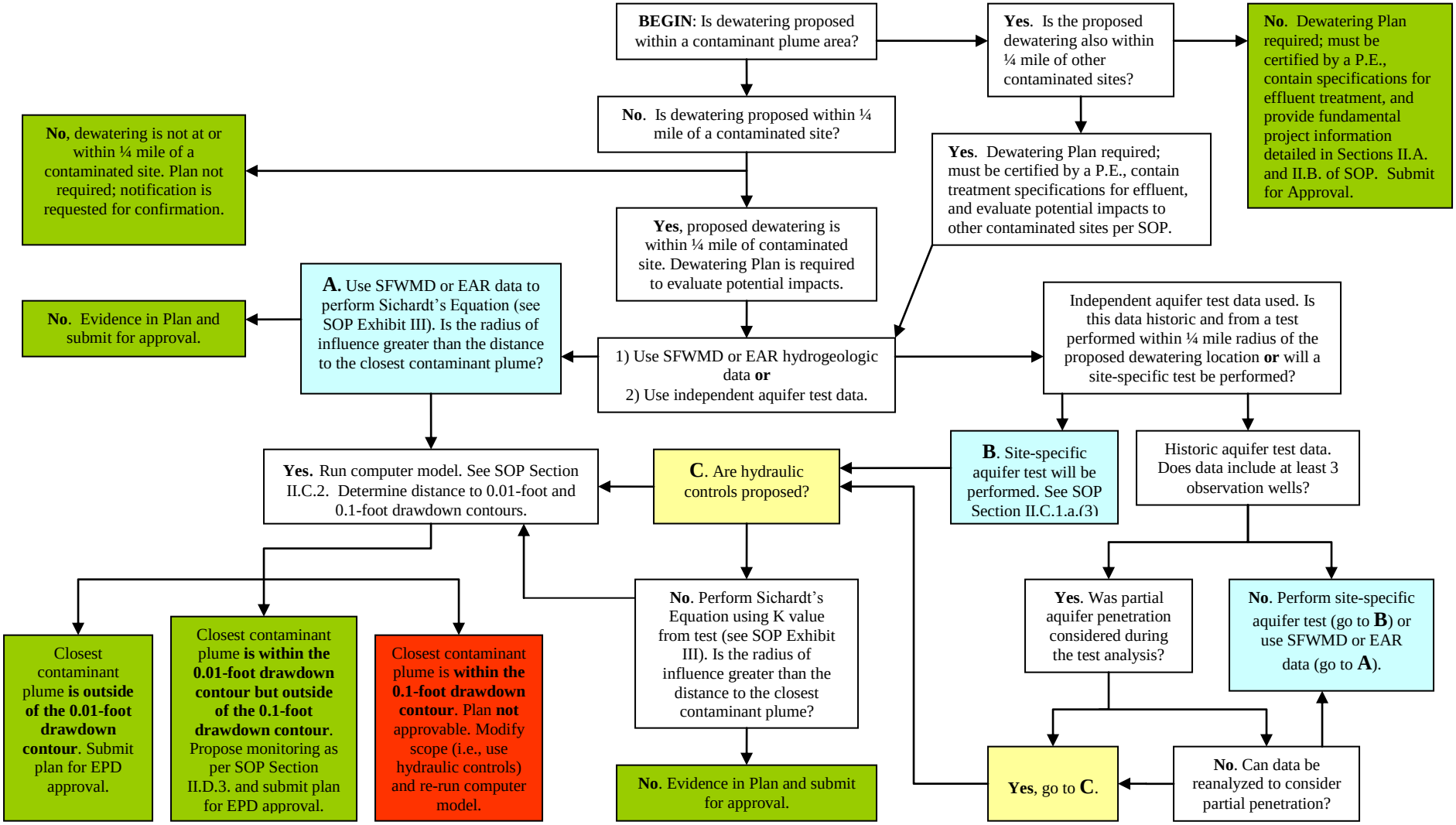
Sincerely,

Leonard Katz
CFO Hallandale First, LLC

Attachment E

Environmental Protection and Growth Management Department
POLLUTION PREVENTION, REMEDIATION AND AIR QUALITY DIVISION
One North University Drive, Suite 203, Plantation, Florida 33324
954-519-1260 • FAX 954-765-4804

EXHIBIT I: Decision Flow Chart for SOP



Environmental Protection and Growth Management Department
ENVIRONMENTAL ENGINEERING AND PERMITTING DIVISION
1 North University Drive, Mailbox 201, Plantation, Florida 33324 • 954-519-1483 • FAX 954-519-1412

STANDARD OPERATING PROCEDURE FOR DEWATERING
(Revision 3, Effective December 1, 2009)

INTRODUCTION

As required by Broward County Code (Code), any person(s) wishing to conduct dewatering activities at or within a one-quarter-mile radius of a contaminated[1] site must notify and receive approval from the Broward County Environmental Protection and Growth Management Department (Department) prior to implementation. The County's notification requirements for these dewatering activities are outlined in Section 27-355(4) of the Code, which states:

> "Prior to any persons conducting dewatering operations at or within a one-quarter-mile radius of a contaminated site, written notification shall be given to [the Department] and shall include, at a minimum:
>
> - Justification for the need for dewatering;
> - Water treatment and disposal plans;
> - Effect of the dewatering and disposal procedures on the contaminant plume;
> - Monitoring program; and
> - Where required and authorized by Chapter 471, F.S. [Florida Statutes] or Chapter 492, F.S., applicable portions of dewatering plans shall be signed and sealed by a registered professional engineer or a registered professional geologist."

Approval of such activities is required by Section 27-353(i) of the Code, which states:

> "Dewatering operations at or within a one-quarter-mile radius of a contaminated site shall not be conducted without [Department] approval."

APPLICABILITY

This Standard Operating Procedure (SOP) and the requirements detailed herein are applicable to dewatering operations within Broward County. "Dewatering" refers to any technique that is employed to lower groundwater level. These requirements apply solely to reviews that are conducted by Broward County Cleanup and Waste Regulation (CWR) Staff for the purpose of ensuring that dewatering operations at or within one-quarter mile of contaminated sites will not result in the exacerbation, migration, or improper treatment of contamination. Please note that additional requirements for dewatering have been established by other agencies and may be established by other Sections within the Department.

Tank Upgrade Exemption

Dewatering operations conducted to facilitate underground storage tank upgrades and replacements necessary to meet the Performance Standards for Category-A and Category-B Storage Tanks of Section 27-307(b), Broward County Code, and Section 62-761.510, Florida Administrative Code (F.A.C.), are exempt from the CWR Section Dewatering Plan review and approval process. To qualify for this exemption, a **Notice of Intent to Dewater** must be provided to CWR Section staff at least five (5) business days prior to dewatering. The Notice of Intent to Dewater must agree to the following conditions:

1. Dewatering duration must not exceed a total of three (3) calendar days (72 hours). If intermittent dewatering

[1] "Contaminant" is defined in Section 27-352, Broward County Code

is performed, this duration is be considered to be the sum of all actual pumping periods, however clarification should be provided in the Notice of Intent to Dewatering with respect to the overall period that dewatering will be performed;

2. Sheetpile must be installed to a depth not less than 8 feet below the bottom of wellpoint screens;
3. Effluent must be monitored to ensure compliance with turbidity standards, as applicable; and
4. If conducted within a tank farm area known to be contaminated, dewatering effluent must be properly treated and monitored to comply with water quality standards or applicable Cleanup Target Levels of Chapter 62-777, Florida Administrative Code, prior to discharge. Treatment system specifications, laboratory analytics, field notes, and other relevant documentation should be maintained by the party responsible for performing the dewatering.

Any exceptions to conditional items 1 and 2 of this exemption will require the Department's approval of a Dewatering Plan submitted per this SOP. If contamination is encountered during the tank upgrade which has not been previously reported to the Department, dewatering must cease and the Department must be notified in accordance with the requirements of Code Section 27-355.

PROCEDURE

A flow chart which demonstrates this SOP is depicted in Exhibit I, attached. Please note that Exhibit I does not address the tank upgrade exemption as detailed in the previous section.

I. Need for CWR Section Approval of Dewatering Operations

A. For sites located beyond one-quarter mile of a contaminated site in Broward County, the Department does not include a "No Dewatering Permitted" clause in construction plan approvals. Dewatering may proceed at such sites; however, it is recommended that CWR Section staff be notified for confirmation.

B. In instances where dewatering is proposed within a contaminated area (i.e., where it is known that groundwater contains contaminants above applicable standards) but where no other contaminated sites are located within one-quarter mile, a Dewatering Plan must be submitted to the CWR Section of the Department for review and approval prior to implementation of dewatering activities; however, the Dewatering Plan should only contain the following:
   1. The contaminated site information outlined in Section II.A. of this SOP for the dewatering location,
   2. The information outlined in Section II.B. of this SOP, and
   3. Proper certification as required by Section II.E. of this SOP.

   A Dewatering Report to document the dewatering is also required by Section IV of this SOP.

C. For sites that are located within one-quarter mile of a contaminated site, a Dewatering Plan in accordance with Section II of this SOP must be submitted to the CWR Section of the Department for review and approval prior to implementation of dewatering activities. Dewatering will not be approved under any conditions for operations that may create a drawdown greater than 0.1 foot at a contaminant plume boundary. The Dewatering Plan must meet the requirements established in Section II of this SOP.

II. Dewatering Plan Requirements

A. Contaminated locations at and/or within one-quarter mile of the proposed dewatering project must be identified. At the time of this writing, the Broward County contaminated sites database and corresponding interactive map are available on the internet at http://www.broward.org/environment/contaminatedsites/Pages/Default.aspx.

The following items should be included in the Dewatering Plan:

1. Site Number and address for each contaminated site,

2. Contaminant type for each contaminated site,
3. Most recent contaminant plume maps for all groundwater-contaminated sites located within a quarter-mile radius from the proposed dewatering location (if available),
4. Tables of the most recent groundwater analytical data for the nearest groundwater-contaminated site (if available), and
5. A map, drawn to scale, that depicts the particular dewatering location on the site (designation of the site boundaries in general is not adequate) and the locations of identified contaminant plumes.

If contaminant plume maps and data are not available through hardcopy file review with the Department, the Florida Department of Environmental Protection, or the OCULUS petroleum document website (at the time of this writing, located at https://depedms.dep.state.fl.us/Oculus/servlet/login), then document this fact in the Dewatering Plan and assume that the contaminant plume is confined to the property boundary of the particular contaminated site.

B. The following information must be provided regarding the scope of the proposed dewatering activities:

1. Purpose of dewatering (i.e., an explanation of why dewatering is necessary),
2. Dewatering technique (i.e., wellpoint, deep well, open hole, etc.),
3. Anticipated dewatering flow rate,
4. Total dewatering duration,
5. Method of effluent discharge,
6. Controls (i.e., settling tank, turbidity curtain, etc.) and a monitoring program employed to ensure that effluent will comply with applicable water quality standards, including turbidity.
7. If conducted in a contaminated area, engineering specifications for dewatering effluent treatment (i.e. air-stripper, carbon filtration, etc.) and details for an analytical monitoring program to ensure that effluent will meet water quality standards established by Section 27-195, Broward County Code. Please note that Certification by a Florida-registered Professional Engineer, specifically, is required for treatment specifications by Section II.E. of this SOP.
8. A description of any proposed controls, including engineering specifications for sheetpile or recharge system. Certification by a Florida-registered Professional Engineer is required for applicable sheetpile specifications by Section II.E. of this SOP.

C. Dewatering plans must contain a technical justification that is adequate to demonstrate the proposed scope of dewatering (as required in Section II.B.) will not affect contaminant plumes. There are two (2) acceptable methods for providing this technical justification:

1. Manual estimations of the dewatering radius of influence by utilizing SFWMD data or approved aquifer test data to calculate Sichardt's equation. As a "first pass" of technical justification, Sichardt's equation may be used to determine the radius of influence associated with the dewatering project as discussed in Section II.C.1.b. of this SOP. Details of Sichardt's equation, including an example calculation, are also included as **Exhibit III** to this SOP. The calculation must utilize 1) data from South Florida Management Water District's (SFWMD) Technical Publication 92-05 entitled "A Three Dimensional Finite Difference Groundwater Flow Model of the Surficial Aquifer System, Broward County, Florida" (1992), or 2) data provided by an aquifer test conducted in accordance with Section II.C.1.a. of this SOP.

a. Aquifer test performance and data collection must be consistent with the following guidance: Freeze and Cherry (1979), Fetter (1980), Kruseman and Derrider (1990), or Driscoll (1986). CWR Staff will use AQTESOLV (for Windows) to verify aquifer parameters that are generated from hand calculations and/or computer modeling analysis of aquifer tests. Aquifer Test Data may be collected in one of three (3) ways:
   (1) Historical aquifer test data from the CWR Section's in-house database may be obtained by contacting David Vanlandingham, P.E., at (954) 519-1478 or dvanlandingham@broward.org. The information contained in the CWR Aquifer Test database has been reviewed by CWR Section staff

for quality assurance.

(2) Other historical aquifer test data may be submitted if the test was performed within one-quarter mile of the proposed dewatering location and:
   (a) Groundwater elevations were measured in at least three (3) observation wells (not including the test well) with varying distances from the recovery well,
   (b) Data is collected from the beginning of the test until near steady-state conditions are achieved, and
   (c) Unconfined aquifer conditions and partially penetrating wells were considered in analysis of the aquifer test data[2].

(3) Perform an aquifer test at the proposed dewatering location. Notification must be provided using Exhibit II and written approval must be obtained from CWR staff prior to implementation of the aquifer test. Approvals may be granted through email or facsimile. The test data will be acceptable if the conditions of Section II.C.1.a.(2) are met; in addition,
   (a) observation wells are to be installed in a line between the dewatering locations and the nearest identified contaminant plume[3], and
   (b) one of the observation wells is located at the edge of the proposed dewatered area.

b. Utilizing Sichardt's equation, a manual (hand) calculation may be performed to determine the projected radius of influence associated with the proposed dewatering activity and the flow rate necessary to produce the required drawdown. This calculation is detailed in Exhibit III accompanying this SOP.
   (1) If the estimated value of radius of influence is less than the distance to the edge of the nearest contaminant plume, the Dewatering Plan may be approved (an example approval letter is provided in Exhibit IV).
   (2) **If the estimated radius of influence is greater than the distance to the edge of the nearest contaminant plume, then groundwater modeling is required pursuant to Section II.C.2. of this SOP**. The dewatering scope of work may also be revised or hydraulic controls (for instance, sheetpile or artificial groundwater mounding via recharge trenches or wells) may be proposed; however, any hydraulic controls proposed must still be justified through the use of computer modeling in accordance with Section II.C.2. of this SOP, as manual calculations which consider hydraulic controls are not available[4].

2. Groundwater modeling within a three-dimensional computer model utilizing SFWMD data or approved aquifer test data. The model framework must utilize 1) data from South Florida Water Management District's (SFWMD) Technical Publication 92-05 entitled, "A Three Dimensional Finite Difference Groundwater Flow Model of the Surficial Aquifer System, Broward County, Florida" (1992), or 2) aquifer test data obtained in accordance with in Section II.C.1.a. of this SOP.

All models, regardless of the software used to construct them, are to be properly documented. The Division will use Visual MODFLOW Pro to verify all modeling analyses. Any Dewatering Plan that includes computer modeling must also contain the following information, as applicable:

a. A compact disc with a copy of all model data including all necessary input, support, and output files.
b. Map file used as base coverage in .dxf or .bmp format.

[2] If these conditions are not met, the test data may be reanalyzed by the applicant via a method that will consider unconfined aquifer and partially penetrating well scenarios.

[3] These observation points may also be used to meet the requirements of groundwater monitoring, as outlined in Section II.D. of this SOP.

[4] The manual calculation method cannot be used for sites where artificial groundwater mounding is proposed as a hydraulic control. Artificial groundwater mounding as a means of hydraulic control may only be justified through computer modeling as outlined in Section II.C.2. of this SOP.

c. Model domain including the number of columns, rows, and layers. Grid spacing must also be documented for areas of the model with increased cell resolution.
d. Model extent including X-axis, Y-axis, and Z-axis minimum and maximum. Also include coordinates (Lat/Lon, UTM, State Plane) if the model extent are referenced to specific geographic locations. The model should cover a sufficient area as to allow for a true representation of ground water flow during dewatering without undue influence from boundary conditions.
e. Model units for length, time, conductivity, pumping rate, mass, and concentration as applicable.
f. Surface elevation and bottom elevation of all layers. If layer elevation is not a constant, then submit a spreadsheet containing x, y, z data in either .txt or .xls format or as a Surfer® .grd file.
g. Conductivity values of all layers including Kx, Ky, and Kz. If conductivity data vary within a layer then submit a file in .txt, .xls, or .shp format. Also include all data interpolation information as applicable. If layer elevation is not a constant, then submit a spreadsheet containing x, y, z data in either .txt or .xls format or as a Surfer® .grd file.
h. Specific Storage (Ss) and Specific Yield (Sy) values of all layers. If Ss and/or Sy data vary within a layer, then submit a file in .txt, .xls, or .shp format. Also include all data interpolation information as applicable.
i. Porosity and effective porosity values of all layers. If porosity and/or effective porosity data vary within a layer, then submit a file in .txt, .xls, or .shp format. Also include all data interpolation information as applicable.
j. Pumping well specifications including exact map coordinates, screened interval, pump rate, and pumping duration.
k. Head observation well specifications including exact map coordinates, screened interval, observation point elevation, and all water table elevation measurements.
l. Concentration well specifications including exact map coordinates, screened interval, contaminant being monitored, observation point elevation, and all concentration measurements.
m. The type (constant head, rivers, general head, drains, walls, etc.) and model-grid location for all boundary conditions including an explanation of their selection and description of their input parameters. Boundary conditions should be defined as to not artificially influence ground water flow in the dewatering area or nearby contaminated sites.
n. Acknowledgment that the model ignores recharge to maintain a conservative estimate of dewatering influence.
o. Particle tracking information including number of particles, initial particle locations, and release times if applicable. All particles are to be tracked in the forward direction.
p. If Zone Budget is used to estimate a dewatering flow rate, then the number and model-grid location of zones and output information must be included, as applicable. The type of model run (Steady State Flow or Transient Flow) must also be specified. The Division recommends running the model using only documented boundary conditions under Steady State Flow to determine initial heads. Transient Flow should be used for the duration of proposed dewatering.
q. The time steps utilized during Transient Flow model runs.
r. Figures showing model output as both Head Equipotentials and Drawdown at the end of the proposed dewatering period for each modeled layer.
s. A figure identifying the 0.1-foot and 0.01-foot drawdown contours at the end of dewatering.

D. The Dewatering Plan must propose a groundwater monitoring program subject to the following:

1. Should a manual estimation of the radius of influence performed in accordance with Section II.C.1. of this SOP indicate that the radius of influence is less than the distance to the nearest contaminant plume, no monitoring program is required (an example approval letter is provided in Exhibit IV).
2. Should modeling performed in accordance with Section II.C.2. of this SOP indicate that the closest groundwater contaminant plume is outside of the 0.01-foot drawdown contour, no monitoring program is required (an example approval letter is provided in Exhibit IV).
3. Should modeling performed in accordance with Section II.C.2. of this SOP indicate the closest groundwater contaminant plume lies between the 0.01-foot and 0.1-foot drawdown contours, a monitoring program is

required (Exhibit IV will be modified by the Division to reflect specific requirements). The monitoring program must include:

a. A table of groundwater elevation data collected from a minimum of three observation points, placed on a line between the dewatering location and the nearest contaminant plume. Data shall be collected:
   (1) Prior to initiating dewatering activities to establish baseline elevations. Locations that are tidally influenced may require more than one baseline monitoring event.
   (2) Daily during the first week of dewatering activities, and weekly thereafter until dewatering operations cease. The applicant should make every effort to collect data at the same time of day to reduce the influence of daily fluctuations.
b. A map, drawn to scale, detailing the observation point locations relative to the dewatering project, and
c. A map, drawn to scale, including water table elevations from observation points and an indication of ground water flow direction.

4. Should a manual estimation of the radius of influence performed in accordance with Section II.C.1. of this SOP indicate that the radius of influence is greater than the distance to the nearest contaminant plume, or should modeling performed in accordance with Sections II.C.2. of this SOP indicate that the closest contaminated plume lies within the 0.1-foot drawdown contour, dewatering will **not** be approved by the Division. The Dewatering Plan may be revised or hydraulic controls (i.e., sheetpile cofferdam or artificial groundwater mounding via recharge) must be proposed and justified. If, in this event, hydraulic controls are proposed, computer modeling must be performed in accordance with Section II.C.2. of this SOP, as manual calculations that consider hydraulic controls are not available[5].

E. All applicable portions of Dewatering Plans must be certified by a registered Professional Engineer or a registered Professional Geologist, as provided in Chapter 471, F.S., or Chapter 492, F.S.

F. The Dewatering Plan must contain the contact information for the entity that is assuming responsibility for the specified conditions of the Department's approval. The company name, a representative name, address, and phone number should be included, as applicable.

G. There is no review fee or "application" for the Dewatering Approval. Simply submit one (1) certified original of the Dewatering Plan to the Department, to the attention of David Vanlandingham, P.E., at this letterhead address.

III. CWR staff shall have a period of ten (10) business days to review Dewatering Plans submitted pursuant to this SOP and to provide comment and/or approval.

IV. A Dewatering Report must be submitted within thirty (30) days of completion of approved dewatering activities to document actual flow rates and field monitoring data, including any monitoring conducted pursuant to Sections II.B.6., II.B.7, and II.D. of this SOP.

[5] The manual calculation method cannot be used for sites where artificial groundwater mounding is proposed as a hydraulic control. Artificial groundwater mounding as a means of hydraulic control may only be justified through computer modeling as outlined in Section II.C.2. of this SOP.

References

Chapter 27 of the Code of Ordinances of Broward County, Florida. Tallahassee, Florida: Municipal Code Corporation, 2001.

Driscoll, Fletcher G. *Groundwater and Wells* (Second Edition). St. Paul, Minnesota: Johnson Filtration Systems, Inc., 1986

Fetter, C.W. *Applied Hydrogeology* (Third Edition). New York, New York: Macmillian College Publishing Co., 1994.

Geraghty & Miller, Inc. AQTESOLV. Reston, Virginia: James O. Rumbaugh, III, developer.

Freeze, R. Allan, and Cherry, John A. *Groundwater*. Englewood Cliffs, New Jersey: Prentice Hall, 1979.

Kruseman, G.P., and De Ridder, N.A., Analysis and Evaluation of Pumping Test Data. Wageningen, The Netherlands: International Institute for Land Reclamation and Improvement/ILRI, 1990.

Powers, J. Patrick, P.E. *Construction Dewatering: New Methods and Applications - Second Edition.* New York, New York: John Wiley & Sons, 1992

South Florida Water Management District (SFWMD). *A Three Dimensional Finite Difference Groundwater Flow Model of the Surficial Aquifer System, Broward County, Florida*. West Palm Beach, Florida: Technical Publication 92-05, 1992.

Waterloo Hydrogeologic. Visual MODFLOW Pro (v.3.0.0). Waterloo, Ontario, Canada.

Attachment F

FINAL DRAFT

Considerations for Stormwater Features within Contaminated Sites

Florida Department of Environmental Protection
Division of Waste Management
District & Business Support Program
Tallahassee, FL

Problem Statement:
Conditional Site Rehabilitation Completion Orders (CSRCOs) under Rule 62-780.680(2) or (3), F.A.C. may restrict construction of new and/or alteration of existing stormwater management systems (SWMS). The State supports reuse of contaminated sites and recognizes that new construction requires placement of SWMS to appropriately manage runoff from impervious surfaces. Contaminated sites may require expansion of the impervious areas (new building foundations, parking, pavement, access roads, etc.) and may trigger modification of the existing SWMS.

In the case of contaminated sites that qualify for a conditional site rehabilitation completion order (CSRCO), the planning for potential areas on the site for future SWMS is important so as not to violate the possible engineering control, or otherwise cause contamination to circumvent the control and spread contamination to either previously uncontaminated areas or offsite. If such a spread or impact occurred, it would render the CSRCO void.

Goal:
The construction or modification of SWMS should not affect contamination at the site (cause leaching from soil or mobilize the groundwater contaminant plume). In some cases, the construction of SWMS may be addressed prior to closure and the restriction removed from the CSRCO. Please note that adequate demonstration must be provided that neither the currently proposed or any future modification of the SWMS will exacerbate the contamination at the site. Potential future development including the type and location of the SWMS should be evaluated. Guidance on addressing SWMS construction prior to closure is provided below.

For situations where prior SWMS evaluation is not possible, this guidance can also assist in obtaining approval for the construction of a new or modification of an existing SWMS on a contaminated site following closure.

SWMS - Design & Best Practices at Contaminated Soil and/or Groundwater Sites in Relation to CSRCOs

The placement, design and use of stormwater structures, ponds, and pathways is a critical part of a plan to prevent the spread of pollution at known contaminated sites due to the potential to cause leaching from soils or to create a hydraulic head to spread contamination in groundwater across the site or off site to previously uncontaminated areas.

In general, stormwater structures, ponds and pathways are to be placed in previously non-contaminated areas of a site to prevent and/or reduce the possibility of causing the contamination to spread or increase due to leaching or hydraulic head conditions.

Dry Pond vs Wet Pond. Subject to comments and requirements of the SWMS reviewing agencies, as appropriate, dry ponds should be designed to recover within 72 hours of a rain event. Dry ponds with underdrains should recover within 36 hours. It is recommended that the bottom of the dry pond be at least 2 ft above the Seasonal High-Water Table (SHWT). Wet ponds have to recover to their static elevation within a certain timeframe (usually noted in the construction application) and the pond bottom is below the SHWT.

SWMS must be designed with site groundwater elevation data in mind to not adversely affect the contaminated areas of the site. A sufficient number of wells or piezometers must be used, and groundwater elevation contour maps developed to accurately demonstrate the direction of

groundwater flow at the site. The stormwater design may only be placed in specific areas in such a way to not impact or cause movement of contamination.

Further consideration is needed to evaluate the placement of engineering controls, to clearly define the appropriate or available locations for the construction of SWMS.

The following questions should be considered during the planning stages of the SWMS

- What will be the type of the future development, residential or commercial?
- Because of the land use and size as well as the underlying lithology, what type of stormwater system will work better:
    a. Wet detention system
    b. Detention with effluent filtration
    c. Lined detention pond or vault
    d. Dry system (retention pond)
    e. Underground exfiltration (subterranean gallery)
    f. Sand chimney
- What is the extent and depth of the groundwater plume in the restrictive area?
- Is the restriction for the use of groundwater and/or irrigation wells?
- Is soil contamination under an engineering control (EC) and will the EC be breached?
- Will dewatering during construction of the SWMS affect plume migration?
- How will the water from the dewatering operations be disposed (e.g., onsite management, sanitary sewer, generic permit, NPDES)?

Groundwater:

A mounding model can be used to support that a SWMS installed some distance or location away from the plume will not cause the plume to migrate. Approved models and design requirements must be consistent with the agencies responsible for reviewing the SWMS application.

Prior to Closure

a. Depth to contaminant if a demonstration is provided that groundwater is at a depth that the infiltration from the SWMS will not cause the plume to migrate, then it may be possible to remove the stormwater restriction from the CSRCO. The demonstration or modeling should be based upon the appropriate design storm event usually 100-yr/24-hour or 25-year/24-hour depending on the type of system (open or closed) and the reviewing agency requirements. The SWMS should be engineered to impact only the upper surficial aquifer.

b. Plume in relationship to confining layer – If groundwater contamination is below a competent confining layer, stormwater restrictions should not be necessary. However, language may need to be included in the CSRCO that the confining unit cannot be breached in the construction of the SWMS.

c. If construction of the SWMS will occur on top of the plume and cannot be addressed by a. or b. above, then the CSRCO can specify that any SWMS construction will require use of a liner thereby eliminating the need for subsequent Department (Waste Management) approval. Please note that lined ponds are for storage/evaporation and need to have outflow structures. The outflow should direct runoff to areas away from the contamination.

Subsequent to Closure
SWMS constructed on top of the groundwater plume will require a liner unless a. and b. from "Prior Closure Section" above can be demonstrated.

SWMS constructed upgradient, cross-gradient or downgradient, and within 500 feet of the plume will require a mounding analysis be submitted to determine if the mound intersects the plume.

Soil:
If soil contamination is present, the impact of the proposed SWMS on potential leaching or direct exposure must be addressed.

If soils exceed the Leachability Soil Cleanup Target Level (L-SCTL), Synthetic Precipitation Leachate Procedure (SPLP, EPA Method SW-846-1312) testing can be conducted prior to closure to demonstrate that the contamination will not leach and the restriction on SWMS can be removed. An appropriate number of samples should be collected from different lithologies and the highest concentrations within those lithologic units used in the SPLP analysis. A minimum of three samples per lithologic unit is recommended, but additional samples may be required depending on the size of the impacted area.

If a dry pond is to be constructed on top of soil that exceeds the direct exposure soil cleanup target level, the pond bottom must have an engineering control in place to mitigate the exposure risk. This could be in the form of a 2-foot clean fill barrier, impermeable liner, or the use of an alternative soil cleanup target level for an appropriate exposure scenario. The control would be included in the Institutional Control Registry and documented in the CSRCO.

Dewatering
Pursuant to Rule 62-621.300(2), F.A.C., coverage under this generic permit constitutes authorization to discharge groundwater from dewatering operations through a point source to surface waters of the State. Please ensure that the parameters of concern in the groundwater restricted area are below the surface water criteria. See Chart 1 below.

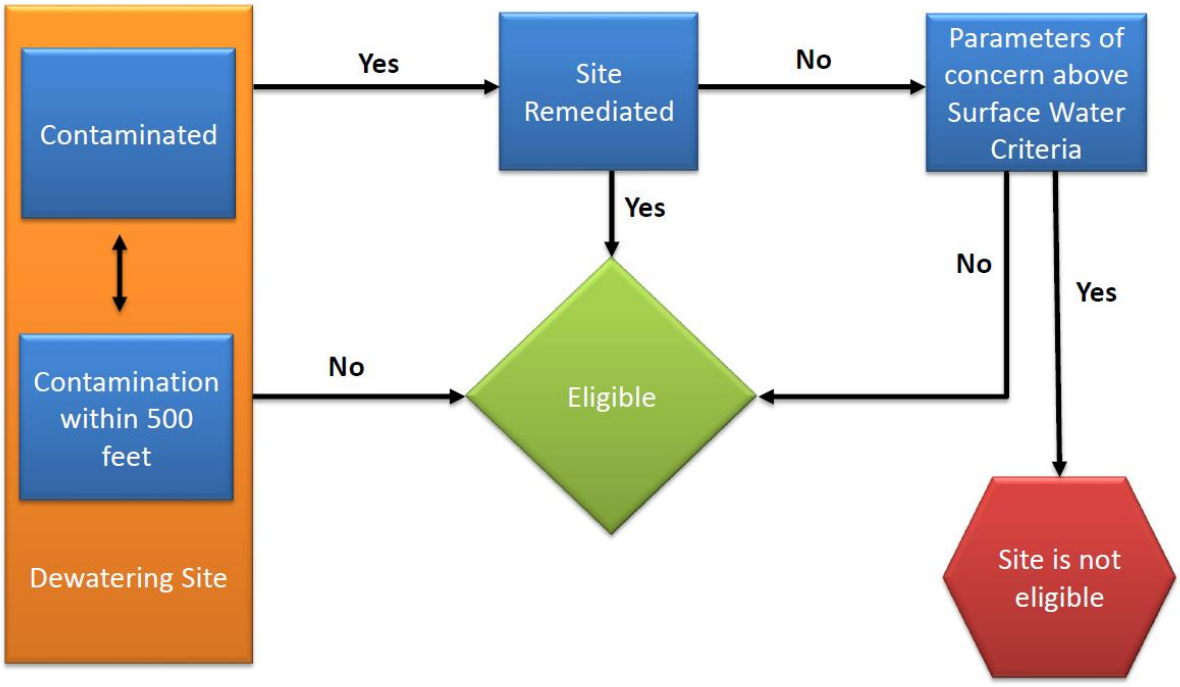


Chart 1. Decision tree for dewatering at contaminated sites. Provided by the Southwest District.

If the site does not qualify for a non-contaminated site permit, then an option is to contact the appropriate lead government agency for approvals to discharge to the sanitary sewer. The Dewatering permit is processed by DEP District Offices.

Further Consideration

It may be prudent to label areas acceptable and non-acceptable to stormwater structures, ponds, and pathways as part of the draft CSRCO Process. This in effect would be a secondary restrictive area(s) for non-acceptable future stormwater structure construction zones. The primary restrictive area would be the contaminated area(s) itself. Each CSRCO site would have specific maps which specifically designates these areas and defines the extent of contamination and the restricted area(s). The secondary restrictive area map would create a future stormwater use map for each site.

For additional information please contact Lynn Walker at Lynn.Walker@floridadep.gov or 850-245-7502. You may also contact the contributors listed below.

References:

a. *Operating Agreement Concerning Regulations under Part IV, Chapter 373 F.S. between SWFWMD and DEP*
b. *SWFWMD Environmental Resource Permit Applicant Handbook Volume II, effective June 1, 2018*
c. *DEP-NWFWMD ERP References and Design Aids*

Contributors

Lanita “Lynn” Walker, P.E.
District & Business Support Program
Florida Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, Florida 32399
850-245-7502
Lynn.Walker@floridadep.gov

Alex Webster, P.G.
Cleanup Section Supervisor
FDEP Northwest District
160 West Government St, Suite 308
Pensacola, FL 32502
850-595-0664
Alex.Webster@floridadep.gov

Yanisa G. Angulo, P.E., Environmental Administrator
Permitting and Waste Cleanup Program
Florida Department of Environmental Protection-Southwest District
13051 N. Telecom Parkway, Suite #101
Temple Terrace, FL 33637
Direct: 813-470-5757 | Main: 813-470-5700
Yanisa.Angulo@floridadep.gov

Simone Core, Professional Engineer II
Permitting & Waste Cleanup Program Southwest District
Florida Department of Environmental Protection
13051 North Telecom Parkway
Temple Terrace, Florida 33637-0926
813-470-5753
Simone.Core@floridadep.gov

John R. Sego, P.G.
Permitting & Waste Cleanup Program Southwest District
Florida Department of Environmental Protection
13051 North Telecom Parkway
Temple Terrace, Florida 33637-0926
Phone: 813-470-5756
John.R.Sego@FloridaDEP.gov

Dale Melton, Environmental Specialist III
Permitting and Waste Cleanup Program
Florida Department of Environmental Protection - Central District
3319 Maguire Blvd., Suite 232, Orlando, FL 32803-3767
407-897-4326
Dale.Melton@floridadep.gov

Indar Jagnarine, P.E.
Florida Department of Environmental Protection
Southeast District – West Palm Beach
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406-3007
Office: 561-681-6640
Main: 561-681-6600
Indarjit.Jagnarine@floridadep.gov

Missy Palcic, Professional Engineer III
Waste Cleanup Program Coordinator
FDEP - Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, FL 32256
904-256-1544
Merrilee.L.Palcic@floridadep.gov

Craig Parke, Professional Geologist II
FDEP - Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, FL 32256
904-256-1542
Craig.Parke@FloridaDEP.gov