

**PROGRAM SECTION  
INSTITUTIONAL CONTROL  
PRE-ATTORNEY-REVIEW CHECKLIST**

OGC # 15-0128  
FILE NAME: LPS RIVIERA Beach  
FAC ID/PROJ. #: 509100672 PROGRAM AREA: PRP  
Project Manager: Dave Gibson Phone: (561)233-2483  
Location: Palm Bch L.P.

☒ ICOR - OGC REVIEW REQUEST - DRC PACKAGE

☐ ALDOCS UPLOAD OF ICOR

☒ FDEP CONTRACT/PROJECT/SITE MANAGER'S TRANSMITTAL MEMO TO OGC  
Includes:

☒ CONTRACT/PROJECT/SITE MANAGER'S CHECKLIST

☒ R/C DRAFTER'S TRANSMITTAL OF DRAFT R/C

☒ DRAFT RESTRICTIVE COVENANT

☒ EXHIBIT A

☐ EXHIBIT B ? NONE ATTACHED

☒ EXHIBIT E.C.M.P.

☐ EXHIBIT \_\_\_\_\_

☒ DEEDS TO THE PROPERTY

☒ TITLE SEARCH REPORT O+E Report updated to 4-21-15

☐ EXHIBIT OF LEGAL DESCRIPTION SEARCHED

☐ DEEDS BACK TO ROOT OF TITLE

☒ ENCUMBRANCES (EASEMENTS, LIENS, ETC)

☒ COUNTY PROPERTY APPRAISER INFORMATION (VERIFICATION) Verified 4-29-15 + 5-16-15

☐ RELATED PARTIES OR DEP CASES  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ NOTICE SENT TO EASEMENT HOLDER OR BANK

☐ MISCELLANEOUS \_\_\_\_\_

**Property Detail**

Parcel Control Number: 56434229550010030

Location Address: 2001 AVENUE P

Owners: UNITED PARCEL SERVICE INC

Mailing Address: PROPERTY TAX DEPT C/O PO BOX 28606, ATLANTA GA 30358 0606

Last Sale: Not available

Book/Page#: /

Price: Not available

Legal Description: LEWIS TERMINALS PLAT NO 2-C LTS 3 THUR 16 BLK A

**2014 Values (Current)**

Improvement Value \$4,609,577

Land Value \$3,864,854

Total Market Value \$8,474,431

Assessed Value \$8,474,431

Exemption Amount \$0

Taxable Value \$8,474,431

All values are as of January 1st each year

**2014 Taxes**

Ad Valorem \$200,777

Non Ad Valorem \$42,778

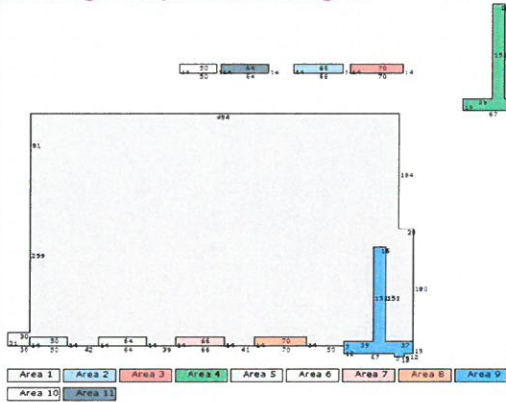
Total Tax \$243,555

**2014 Qualified Exemptions**

No Details Found

**Applicants**

No Details Found

**Building Footprint (Building 1)****Subarea and Square Footage (Building 1)**

Description	Area	Sq. Footage
DISTR WAREHOUSE	1	181084
MULTI OFFICE	2	700
MULTI OFFICE	3	896
MULTI OFFICE	4	924
MULTI OFFICE	5	980
MULTI OFFICE	6	4229
MULTI OFFICE	7	700
MULTI OFFICE	8	896
MULTI OFFICE	9	924
MULTI OFFICE	10	980
MULTI OFFICE	11	4229

Total Square Footage : 196542

**Extra Features**

Description	Unit
PAVING- ASPHALT	170020
PAVING- ASPHALT	140760
GUARD/GATE/PUMP HOUSE	169
120SF	
FENCE- CHAIN LINK 6FT #11 GAUG	3175

Unit may represent the perimeter, square footage, linear footage, total number or other measurement.

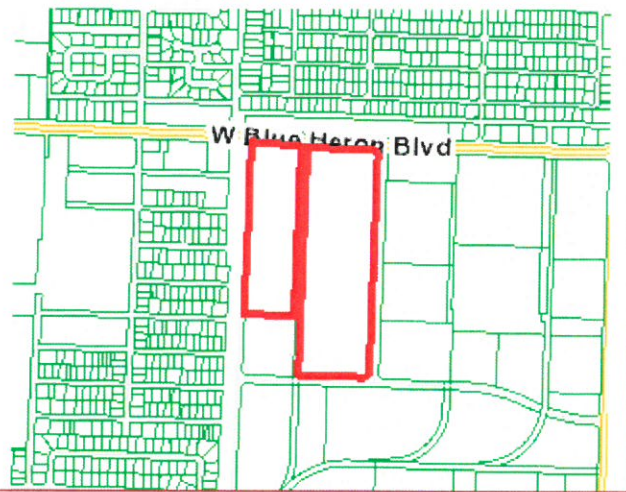
**Structural Details (Building 1)**

No	Description	
1.	YEAR BUILT	1990
2.	DISTR WAREHOUSE	181084
3.	MULTI OFFICE	700
4.	MULTI OFFICE	896
5.	MULTI OFFICE	924
6.	MULTI OFFICE	980
7.	MULTI OFFICE	4229
8.	MULTI OFFICE	700
9.	MULTI OFFICE	896
10.	MULTI OFFICE	924
11.	MULTI OFFICE	980
12.	MULTI OFFICE	4229

Acres 27.7265

MAP

Owner: UNITED PARCEL SERVICE INC PCN: 56434229550010030 1 of 1



GARY R. NIKOLITS, CFA PALM BEACH COUNTY PROPERTY APPRAISER [www.pbcgov.org/PAPA](http://www.pbcgov.org/PAPA) 6/16/2015





Gary R. Nikolits, CFA  
**Property Appraiser**  
 Palm Beach County

Homestead Exemption **E-file** ▶



Location Address 2001 AVENUE P

Municipality RIVIERA BEACH

Parcel Control Number 56-43-42-29-55-001-0030

Subdivision LEWIS TERMINALS PLAT NO 2-C

Official Records Book

Page

Sale Date

Legal Description LEWIS TERMINALS PLAT NO 2-C LTS 3 THUR 16 BLK A

**Owners**

UNITED PARCEL SERVICE INC

**Mailing address**

PROPERTY TAX DEPT C/O PO BOX 28606  
 ATLANTA GA 30358 0606

Sales Date	Price	OR Book/Page	Sale Type	Owner
MAY-1987	\$2,848,900	05316 / 0089	WARRANTY DEED	

No Exemption Information Available.

Number of Units 0 \*Total Square Feet 200836 Acres 27.7265  
 Use Code 4800 - WAREH/DIST TERM Zoning IG - General Industrial ( 56-RIVIERA BEACH )

Tax Year	2014	2013	2012
Improvement Value	\$4,609,577	\$4,597,577	\$4,035,401
Land Value	\$3,864,854	\$3,864,854	\$3,886,246
Total Market Value	\$8,474,431	\$8,462,431	\$7,921,647

All values are as of January 1st each year

Tax Year	2014	2013	2012
Assessed Value	\$8,474,431	\$8,462,431	\$7,921,647
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$8,474,431	\$8,462,431	\$7,921,647

Tax Year	2014	2013	2012
Ad Valorem	\$200,777	\$201,382	\$190,766
Non Ad Valorem	\$42,778	\$42,979	\$42,979
Total tax	\$243,555	\$244,361	\$233,745



## Blackwell, Dan

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**From:** Blackwell, Dan  
**Sent:** Wednesday, April 29, 2015 12:21 PM  
**To:** Dave Gibson  
**Cc:** Treadwell, James; Fields, Susan; David.Sonders@arcadis-us.com  
**Subject:** FW: draft RC UPS Riviera Beach 509100672

Hi David,

Just a FYI that I've reviewed the UPS Riviera Beach IC/RC pkg submitted & found the OGC is going to need fresh title work (i.e. Ownership & Encumbrance Report) as the one received is over 2 years old (2/11/13). Once the owners/Grantors send that in, I can complete my review & forward to Mary Stewart for OGC attorney review.

Thanks,  
Dan

**From:** Treadwell, James  
**Sent:** Monday, April 27, 2015 4:22 PM  
**To:** Blackwell, Dan  
**Cc:** Fields, Susan; Crandall, Lea  
**Subject:** RE: draft RC UPS Riviera Beach 509100672

Dan,

Try this one. Control click and I think it will work.

[http://depedms.dep.state.fl.us:80/Oculus/servlet/shell?command=getEntity&\[guid=11.3104799.1\]&\[profile=Enforcement Legal\]](http://depedms.dep.state.fl.us:80/Oculus/servlet/shell?command=getEntity&[guid=11.3104799.1]&[profile=Enforcement Legal])

James

**From:** Blackwell, Dan  
**Sent:** Monday, April 27, 2015 3:25 PM  
**To:** Treadwell, James  
**Cc:** Fields, Susan; Crandall, Lea  
**Subject:** RE: draft RC UPS Riviera Beach 509100672

Hi James.

Do you have an attachment or link for this IC pkg that you can send me? I couldn't seem to find the IC/RC pkg info in the email I received below.

Thanks,  
Dan

**From:** Crandall, Lea  
**Sent:** Wednesday, March 11, 2015 4:33 PM  
**To:** Treadwell, James; Blackwell, Dan

## Memorandum

## Florida Department of Environmental Protection

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TO: Dan Blackwell/Mary Stewart  
Office of General Counsel Mail Station 35

FROM: James Treadwell, P.E., Petroleum Cleanup Section 2  
Petroleum Restoration Program, Mail Station 4545

DATE: March 5, 2015

SUBJECT: United Parcel Service - Riviera Beach  
2001 Avenue P, Riviera Beach, Palm Beach County  
FDEP Facility ID 509100672

I have completed the review of the proposal for No Further Action (NFA) with Conditions proposal dated November 21, 2014 prepared by Arcadis, for the discharge discovered on April 29, 2009 at this facility.

**Contact Information (see February 3, 2015 Memo from David Gibson with Palm Beach County)**

**Rationale:**

The Division has determined that the requirements of Rule 62-780.680, F.A.C. have been met for this discharge, provided:

- The appropriate survey is completed and the attached draft restrictive covenant is finalized and recorded.

It is the *Division's* opinion that the restrictions proposed in the Draft Declaration are adequate to ensure that the remaining contamination will not pose an unacceptable risk to human health. Therefore, based solely on technical review, the *Division* recommends approval of the NFAC with the proposed restrictions. If questions or concerns should arise from the DEP's technical review of this matter, I request that you first contact me at james.treadwell@dep.state.fl.us.

Attachments: Restrictive Covenant Checklist and supporting documents  
cc: Susan Fields, PRP, PCS4



# Memo

To: Dan Blackwell, Paralegal, Office of General Counsel, Mail Station 35  
From: David Gibson, Palm Beach County ERM  
Date: February 3, 2015  
Subject: SRCO with Conditions Package  
FACN: 509100672  
Site Name: United Parcel Service  
Address: 2001 Avenue P, Riviera Beach

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The Palm Beach County Department of Environmental Resources Management (ERM) has reviewed the documentation related to a Site Rehabilitation Completion Order (SRCO) with Conditions recommendation for the above referenced facility, which has a petroleum discharge dated April 29, 2009. The request for the SRCO with Conditions contains the information required in the FDEP Institutional Procedures Guidance Document dated November 2013. The following provides a rationale for ERM's concurrence with the SRCO with Conditions recommendation.

## Contact Information:

### Site Manager

David Gibson, P.G., Palm Beach County ERM  
Phone: (561) 233-2483  
Email: [dcgibson@pbcgov.org](mailto:dcgibson@pbcgov.org)

### Property Owner/RP

Paul Harper, UPS Corporate Plant Engineering  
Phone: (404) 828-8991  
Email:

### Consultant

David Sonders, P.E., ARCADIS U.S., Inc.  
Phone: (561) 395-8411  
Email: [David.Sonders@arcadis-us.com](mailto:David.Sonders@arcadis-us.com)

Remaining contamination is located only in soil.

## Rationale:

ERM has determined that the requirements of Chapter 62-780, F.A.C. have been met for the above referenced discharge. Specifically, to reduce the risk of exposure to



remaining contaminated soil (above Soil Cleanup Target Levels) land use restrictions are proposed in the Draft Declaration of Restrictive Covenant for the entire source property. The property is currently being used as a warehouse and fueling facility for United Parcel Service. Therefore, the property will remain covered with concrete pavement as an engineering control.

It is ERM staff's opinion that the restrictions proposed in the Draft Declaration are adequate to ensure the remaining contamination will not pose an unacceptable risk to human health.

Attachments:

IC Checklist

Draft Declaration of Restrictive Covenant – April 25, 2013

Natural Attenuation Monitoring Report – Year 1, Quarter 4, November 21, 2014

## ATTACHMENT 5: DECLARATION OF RESTRICTIVE COVENANT CHECKLIST

Does site meet statutory and rule requirements that allow an SRCO with conditions?

Yes ☒ No ☐

What restrictions are necessary to reduce or eliminate the risk of exposure? Consider all affected media (i.e., groundwater, soil, surface water, and/or sediments), and determine which type of restrictions are required for each affected medium.

The following technical checklist applies to RMO II sites, which most commonly have contaminated groundwater and/or soil. For RMO III sites, please explain in the cover memo for the RC package how the rule criteria are met and what restrictions are being proposed for the source property and any other affected properties. Decisions for RMO III contaminated sites are very site-specific and may be based on risk assessment analysis or include properties other than the source property; therefore, these sites do not lend themselves to a simple checklist for the technical aspects of site closure. Additionally, the checklist below is a shortened summary of the details provided in Subsection 62-780.680(2), F.A.C. Please refer to the rule for the specific criteria that must be met.

If **groundwater** is contaminated:

☐ No Is an interim control proposed?;

OR

☐ Yes (a) Is the plume stable or shrinking?

☐ Yes (b) Is the plume contained within the property boundaries?

☐ Yes (c) Is the plume less than ¼ acre in size? If not, then which of the following alternative scenarios applies (check one or more, as applicable):

☐ (No) groundwater meets low yield or poor quality designation. Please refer to guidance available at [http://www.dep.state.fl.us/waste/quick\\_topics/publications/wc/Guidance\\_for\\_Evaluation\\_of\\_Low\\_Yield\\_Poor\\_Quality\\_Criteria.pdf](http://www.dep.state.fl.us/waste/quick_topics/publications/wc/Guidance_for_Evaluation_of_Low_Yield_Poor_Quality_Criteria.pdf);

☐ (NA) an engineering control (EC) prevents plume migration. If an EC is used, e.g., a slurry wall, it should be in place and PE-certified, and it should be identified on an exhibit to the RC (usually Exhibit B) that is a Survey showing the size and location of the EC including State Plane Coordinates or geographical coordinates for four corners.

☐ (NA) plume affects or may potentially affect *only* a marine surface water body.

☐ Yes (d) Does the Property currently include stormwater swales, stormwater detention or retention facilities or ditches? If so, the PRSR should include an exhibit to the RC (usually Exhibit B) that is a survey map identifying the size and location of the existing stormwater features. The RC should include language stating that these existing stormwater features should not

be altered, modified or expanded without prior FDEP Division of Waste Management approval in writing, followed by a recorded amendment to the RC.

If soil is contaminated:

- Yes (a) **Direct Exposure** criteria have been met. Check one or more of the following, as applicable:
- ☐ The Chapter 62-777, F.A.C., commercial/industrial SCTLs are met;
  - ☒ An engineering control (EC) prevents direct exposure to contaminated soils (which may exceed the commercial/industrial SCTLs with an EC) [See \*Note below];
  - ☐ The soil meets alternative SCTLs using site-specific soil properties;
  - ☐ Soil concentrations of the site-specific fractions of TRPHs do not exceed the Chapter 62-777, F.A.C., commercial/industrial SCTLs for the TRPH fractions;
  - ☐ The 95% UCL approach is utilized to calculate average soil contaminant concentrations. If the 95% UCL approach is used, please describe this in the cover memo and include the exposure unit and parcel size.
- (b) **Leachability** criteria have been met. Check one or more of the following, as applicable:
- ☐ Soil contaminant concentrations do not exceed the alternative leachability-based SCTLs established pursuant to Ch. 62-777, F.A.C., Figure 8;
  - ☐ Direct leachability testing was used to meet rule criteria (e.g., SPLP or TCLP); please refer to guidance at [http://www.dep.state.fl.us/waste/quick\\_topics/publications/wc/GuidanceforDeterminingLeachabilitybySPLPAnalysisDraftVersion1-8.pdf](http://www.dep.state.fl.us/waste/quick_topics/publications/wc/GuidanceforDeterminingLeachabilitybySPLPAnalysisDraftVersion1-8.pdf);
  - ☐ An EC that prevents water infiltration has been implemented (e.g., an *impervious* cap such as a concrete slab, parking lot, building foundation, etc.) [See \*Note below];
  - ☐ The soil meets alternative SCTLs using site-specific soil properties;
  - ☐ Soil concentrations of the site-specific fractions of TRPHs do not exceed the alternative leachability-based SCTLs for the TRPH fractions;
  - ☒ PRSR has demonstrated, based on site-specific conditions and at least a year of groundwater monitoring data that contaminants will not leach at concentrations that exceed the rule criteria.

**\*Note:** If an EC is used to address either Direct Exposure or Leachability for soil contamination, it must be in place and PE-certified, and it should be identified on an exhibit to the RC (usually Exhibit B) that is a Survey showing the size and location of the EC and including State Plane Coordinates or geographical coordinates for four corners.

NA If soil contamination presents a Direct Exposure threat, and the PRSR is not utilizing an EC, then the Land Use Restriction language listing the prohibited uses is included in the RC.



NA If the PRSR has elected to use an EC to prevent exposure to contaminated soil, then the Land Use Restriction language has been deleted from the RC.

Restriction Location: Entire Property \_\_\_\_\_ Portion of Property x

Why are these restrictions adequate? (Found in letter to owner preliminarily agreeing to use of conditional SRCO.)

Area is currently paved with concrete and will remain paved for the foreseeable future.

SRCO will be issued after RC recorded (Final RC). x, or

SRCO will *not* be issued after RC recorded (Interim RC). \_\_\_\_\_

If a restrictive covenant is appropriate, the following supporting documents should be provided to the FDEP OGC:

Copy of the deed is included. Yes x No \_\_\_\_\_

Does the name of the owner/grantee on the deed match the name of the person who claims to be the property owner? Yes x No \_\_\_\_\_

Property ownership confirmed on county internet web site. Yes x No \_\_\_\_\_

Legal description of the entire property (Exhibit A to covenant) is included even if only a portion of the property will be encumbered/restricted. Yes x No \_\_\_\_\_

If only a portion of the parcel will be restricted, then:

A Specific Purpose Survey, Boundary Survey or Sketches to Accompany Descriptions (as defined under Chapter 5J-17, F.A.C.) prepared using the minimum technical standards (MTS)(collectively referred to as a "Survey") should be provided, and it should include four corners labeled with the State Plane Coordinates (SPC) system or geographical coordinates, clearly labeling the attachment as Exhibit "B," and labeling the encumbered area on the attachment as "restricted area" or another phrase that tracks the RC language] (Exhibit B to covenant).

Yes x No \_\_\_\_\_ N/A \_\_\_\_\_

Title Report is included [Title search commences with instrument constituting root of title under Marketable Record Title Act (MRTA) that is at least 30 years old and includes review of all subsequently recorded instruments, and prior recorded instruments that are not eliminated by MRTA.] Yes x No \_\_\_\_\_

Tax Lien information – either that lien has been removed or copy of lien—is included. Yes x No \_\_\_\_\_ N/A \_\_\_\_\_

Easements are included (list of any easements & copies of recorded easements.)

Yes \_\_\_ No \_\_\_ N/A x

A Diagram of the location of the easements in relation to the restricted area is included.

Yes \_\_\_ No \_\_\_ N/A x

Leases – copies of all recorded leases, subleases and assigned leases are included.

Yes \_\_\_ No \_\_\_ N/A x

UCC Liens – copies of and releases from any liens are included.

Yes \_\_\_ No \_\_\_ N/A x

A completed and signed Subordination or Joinder and Consent is included only for any liens, leases, easements or other encumbrances that are in material conflict with the provisions of the RC. Yes \_\_\_ No \_\_\_ N/A x

A completed and signed Subordination of Mortgage is included only for each financial institution or lender of existing mortgages for which a material conflict exists with the provisions of the RC. Yes \_\_\_ No \_\_\_ N/A x

Is 95% UCL analysis used? Yes \_\_\_ No x

If yes, what is the exposure unit and parcel size? \_\_\_\_\_, \_\_\_\_\_

Has the PRSR provided actual notice of the proposed IC/EC to **all** mortgagors and holders of liens, leases or other encumbrances on the property?

Yes \_\_\_ No x

Has the PRSR published constructive notice regarding use of IC/EC based upon preliminary approval of the Conditional No Further Action Proposal?

Yes \_\_\_ No x

If yes, where \_\_\_\_\_ and when \_\_\_\_\_?

Has the 30-day comment period elapsed? Yes \_\_\_ No x

Cover memo to Tallahassee is included. Yes x No \_\_\_

Site/Project Mgr. Name David Gibson

Address 2300 Jog Road, 4th Floor, West Palm Beach, FL 33411

Email dcgibson@pbcgov.org

Phone (561) 233-2483

Prop. Owner Rep. Name Paul Harper, UPS Corporate Plant Engineering

Address 55 Glenlake Parkway, NE, Atlanta, GA 30328

Email \_\_\_\_\_

Phone (404) 828-8991 \_\_\_\_\_

Prop. Owner Name \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Contractor Name David Sonders, ARCADIS U.S., Inc.

Address 185 NW Spanish River Blvd., Suite 110, Boca Raton, FL 33431

Email David.Sonders@arcadis-us.com

Phone (561) 395-8411

**MAIL:**

- District-lead sites – mail directly to FDEP OGC Tallahassee.
- Contracted-local-government-lead sites – mail directly to the FDEP Local Program Coordinator who will contact the appropriate Tallahassee technical support for review prior to OGC review.



## Dave Gibson

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**Full Name:** Mr. Dan Blackwell  
**Last Name:** Blackwell  
**First Name:** Dan  
**Company:** Florida Department of Environmental Protection

**Business Address:** 3900 Commonwealth Blvd.  
Tallahassee, FL 32399

**Business:** (850) 245-2287  
**Business Fax:** FAX 850-245-2302

**E-mail:** Dan.Blackwell@dep.state.fl.us  
**E-mail Display As:** Blackwell, Dan



ARCADIS U.S., Inc.  
6413 Congress Avenue  
Suite 110  
Boca Raton  
Florida 33487  
Tel 561 995 8415  
Fax 561 995 8477

**Transmittal Letter**

To:  
Mr. David C. Gibson  
Palm Beach County DERM  
2300 North Jog Road  
4<sup>th</sup> Floor  
West Palm Beach, FL 33411

Copies:  
Paul Harper, UPS  
Hugh Devery, ARCADIS

**Florida License Numbers**

**Engineering**  
EB00007917

**Geology**  
GB564

**Surveying**  
LB7062

From:  
David Sonders

Date:  
April 25, 2013

Subject:  
Draft Declaration of Restrictive Covenant

ARCADIS Project No.:  
B0038562.0000.00200

**We are sending you:**

- ☐ Attached ☐ Under Separate Cover Via \_\_\_\_\_ the Following Items:
- ☐ Shop Drawings ☐ Plans ☐ Specifications ☐ Change Order  
☐ Prints ☐ Samples ☐ Copy of Letter ☐ Reports
- ☒ Other: Draft Declaration of Restrictive Covenant

Copies	Date	Drawing No.	Rev.	Description	Action*
1	4/25/13			Draft Declaration of Restrictive Covenant for UPS – Riviera Beach Facility located at 2001 Avenue P, Riviera Beach, FL FDEP ID #50/9100672	FA
1	4/25/13			CD of Document	F

**Action\***

- ☐ A Approved ☐ CR Correct and Resubmit ☐ Resubmit \_\_\_\_\_ Copies  
☐ AN Approved As Noted ☐ F File ☐ Return \_\_\_\_\_ Copies  
☐ AS As Requested ☒ FA For Approval ☐ Review and Comment  
☐ Other: \_\_\_\_\_

**Mailing Method**

- ☐ U.S. Postal Service 1<sup>st</sup> Class ☐ Courier/Hand Delivery ☐ FedEx Priority Overnight ☐ FedEx 2-Day Delivery  
☐ Certified/Registered Mail ☒ United Parcel Service (UPS) ☐ FedEx Standard Overnight ☐ FedEx Economy  
☐ Other: \_\_\_\_\_

**Comments:**



Mr. David C. Gibson  
Palm Beach County  
Department of Environmental Resources Management  
2300 North Jog Road  
4<sup>th</sup> Floor  
West Palm Beach, FL 33411

Subject:  
Draft Declaration of Restrictive Covenant  
UPS - Riviera Beach Facility  
2001 Avenue P  
Riviera Beach, Palm Beach County, FL  
FDEP ID #50/9100672

Dear Mr. Gibson:

ARCADIS U.S., Inc. (ARCADIS) is pleased to provide this Draft Declaration of Restrictive Covenant requesting a No Further Action with Conditions (NFAC) for the discharge documented in the Discharge Reporting Form (DRF) dated May 14, 2009. This Draft Declaration of Restrictive Covenant was prepared in response to the Palm Beach County Department of Environmental Resources Management (DER) letter dated January 25, 2010 (attached) concurring that data provided supports site conditions meeting the criteria for a recommendation of NFAC. A copy of the DER correspondence is attached as **Appendix A**.

#### Site History

The site is currently a United Parcel Service (UPS) distribution facility with an active fueling station. On April 14, 2009, Guardian Fueling Technologies, Inc. (Guardian), provided the upgrade to the pre-existing spill buckets for three underground storage tanks (USTs). ARCADIS was onsite during the event to observe the spill bucket replacement activities and conduct closure sampling. Laboratory analytical results obtained from soils collected during the closure sampling of April 14, 2009 indicate soils were in excess of Cleanup Target Levels (CTLs) as listed in Table IV, Chapter 62-777, Florida Administrative Code (FAC). As a result of soil and groundwater impacts detected to exceed regulatory limits during Closure Assessment Report (CAR) assessment, DER directed ARCADIS to submit a DRF, dated May 14, 2009,

ARCADIS U.S., Inc.  
6413 Congress Avenue  
Suite 110  
Boca Raton  
Florida 33487  
Tel 561 995 8415  
Fax 561 995 8477  
[www.arcadis-us.com](http://www.arcadis-us.com)

Environmental

Date:  
April 25, 2013

Contact:  
David M. Sonders, P.E.

Phone:  
(561) 995-8415

Email:  
[David.sonders@arcadis-us.com](mailto:David.sonders@arcadis-us.com)

Our ref:  
B0038562.0000

#### Florida License Numbers

Engineering  
EB00007917

Geology  
GB564

Surveying  
LB7062

Imagine the result



along with CAR submittal. Prior to the April 14, 2009 field sampling event, no other discharges have been identified at the site.

A Site Assessment Report (SAR) dated January 14, 2010 was submitted to DER for review and comment. A summary of the data and conclusions provided in the SAR is presented below:

- Results of the windshield area survey indicate the site is surrounded by several residential and commercial buildings, and the site is located approximately 2.5 miles due west of the Intracoastal Waterway. An active petroleum retail facility operates directly northwest of the site across Avenue R.
- ARCAIDS conducted a sensitive receptor survey of surrounding areas of the site. It was determined that one active municipal water well is located within ¼-mile and two municipal water wells are located within ½-mile radius of the site.
- ARCAIDS mobilized to the site to provide oversight for four boring installations (SB-4, SB-5, SB-6, and SB-7). Soil samples were collected in 1 foot intervals to the terminus of the boring and screened in the field for headspace analysis using an Organic Vapor Analyzer (OVA) equipped with a Flame Ionization Detector (FID) in accordance with Chapter 62-777, FAC. No OVA detections greater than 1.9 parts per million were detected in SB-4, SB-5, SB-6, and SB-7.
- A soil sample was collected from each soil boring (SB-4, SB-5, SB-6, SB-7) and submitted for laboratory analysis. Analytical results indicate no constituents of concern (COCs) were detected to exceed applicable CTLs as listed in Table II of Chapter 62-777, FAC.
- Depth-to-water measurements collected on January 8, 2010 indicate the apparent direction of groundwater flow appears to be toward the north to northwest.
- ARCADIS mobilized to the site to collect groundwater samples from four compliance wells onsite. Analytical results indicate no COCs were detected to exceed applicable CTLs as listed in Table I of Chapter 62-777, FAC.

- Based on the data obtained during the site assessment activities, it does not appear that the impacts to soil identified during the CAR, prepared by ARCADIS, dated May 21, 2009 is impacting the groundwater at the site.
- Based on laboratory analytical results from the December 2009 field sampling events, it appears as if soil and groundwater impacts detected during CAR assessment activities have been delineated. However, some impacts previously identified exceed the Direct Exposure Residential CTL for soil regulatory limits and the Natural Attenuation Default Concentrations (NADCs) for groundwater regulatory limits.

As a result of the soil and groundwater impacts in the vicinity of this active UST area, a NFA with conditions of engineering (soil) and institutional (groundwater) controls is being proposed. Due to the large size of the parcel (approximately 28 acres) compared to the size of delineated soil and groundwater petroleum impacts, only portion of the parcel will be encumbered through the execution of Declaration of Restrictive Covenant Form B.

A draft Declaration of Restrictive Covenant Form B is provided in **Appendix B**. Note that due to some uncertainty on what level of land surveying would be required to be included in a NFAC package for this site. Lindsay Walton of the Office of General Council indicated that the level of land survey could be determined after the other information provided in the NFAC package has been reviewed. An aerial map obtained from the Palm Beach County Appraiser website with the proposed groundwater use restriction (GUR) extent due to groundwater impacts and proposed Engineering Control (EC) for soil impacts is provided as Exhibit B for reference. Upon approval of the extent of GUR and EC, a Professional Land Survey will be completed and provided with the final Declaration of Restrictive Covenant.

A copy of the Title / Ownership and Encumbrance Report is included as **Appendix C**. The Engineering Control Maintenance Plan (ECMP) is included as **Appendix D**.

ARCADIS

Mr. Gibson  
April 25, 2013

If you have any questions, please feel free to contact David M. Sonders, P.E. at  
(561) 995-8415, ext 23.

Sincerely,

ARCADIS U.S., Inc.

A handwritten signature in black ink, appearing to read 'D. Sonders', with a stylized flourish at the end.

David M. Sonders, P.E.  
Senior Environmental Engineer

Copies:

Paul Harper, United Parcel Service, Inc.  
Hugh Devery, ARCADIS

ARCADIS

Appendix A



Department of Environmental  
Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743  
(561) 233-2400  
FAX: (561) 233-2414  
[www.pbccgov.com/crm](http://www.pbccgov.com/crm)

Palm Beach County  
Board of County  
Commissioners

Burt Aaronson, Chair  
Karen T. Marcus, Vice Chair

Jeff Koons  
Shelley Vana  
Steven L. Abrams  
Jess R. Santamaria  
Priscilla A. Taylor

County Administrator  
Robert Weisman

"An Equal Opportunity  
Affirmative Action Employer"

January 25, 2010

Mr. David Sonders, P.E.  
ARCADIS U.S., Inc.  
185 NW Spanish River Blvd., Suite 110  
Boca Raton, Florida 33431

Dear Mr. Sonders:

SUBJECT: **DOCUMENT REVIEW**  
UNITED PARCEL SERVICE, 2001 AVENUE P,  
RIVIERA BEACH, FDEP FACILITY #509100672

The Palm Beach County Department of Environmental Resources Management (ERM) has reviewed the Site Assessment Report dated January 14, 2010 (received January 15, 2010), prepared and submitted by ARCADIS U.S., Inc., for the subject site. ERM staff found the report adequate to meet the requirements of Chapter 62-770, Florida Administrative Code and Palm Beach County Ordinance 2009-018.

Based on the data provided in the above referenced report, it appears site conditions meet the criteria for a recommendation of no further action with conditions such as engineering or institutional controls. All institutional controls must be approved by the Florida Department of Environmental Protection's (FDEP) Office of General Council (OGC). Please see the following web site for forms and information concerning institutional controls; <http://www.dep.state.fl.us/waste/default.htm>.

ERM staff will prepare and forward a Site Manager/Technical Reviewer Memo to OGC on receipt of the No Further Action with Conditions Package as described in FDEP's guidance document "Institutional Controls Procedures Guidance" dated November 2004.

Should you have any questions concerning this review, please contact me at (561) 233-2483.

Sincerely,

David C. Gibson, P.G.  
Senior Hydrogeologist  
Resources Protection

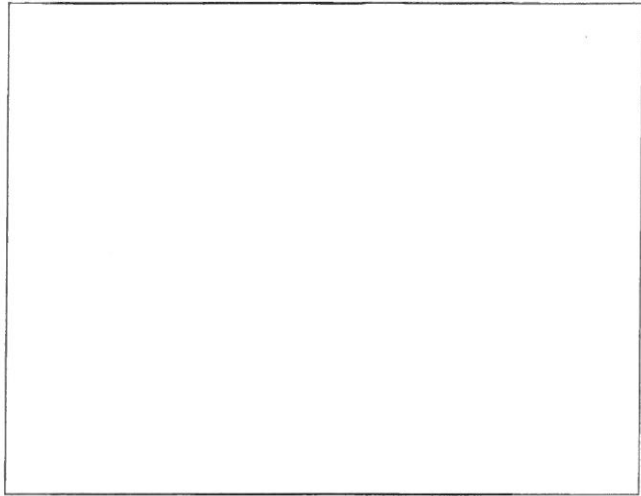
dcg:kle

cc: Grace Rivera, Environmental Manager  
Bureau of Petroleum Storage Systems, FDEP  
Julie Straub, UPS Corporate Plant Engineering  
55 Glenlake Parkway, NE, Atlanta, GA 30328



ARCADIS

Appendix B



This instrument prepared by:  
*ARCADIS U.S., Inc. (ARCADIS)*  
*6413 Congress Avenue, Suite 110*  
*Boca Raton, Florida 33487*  
*On behalf of United Parcel Service, Inc.*

#### **DECLARATION OF RESTRICTIVE COVENANT**

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by *United Parcel Service, Inc.*, a corporation authorized to conduct business in the State of Florida, (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

#### **RECITALS**

- A. GRANTOR is the fee simple owner of that certain real property situated in the County of Palm Beach, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Restricted Property")
- B. The FDEP Facility Identification Number for the Restricted Property is 509100672. The facility name at the time of this Declaration is *United Parcel Service – Riviera Beach Facility*. This Declaration addresses the discharge that was reported to the FDEP on *May 14, 2009*;
- C. The site is currently a UPS distribution facility with an active fueling station. A Discharge Reporting Form, dated May 14, 2009, noted soil contamination related to an April 14, 2009 upgrade to the pre-existing spill buckets for three underground storage tanks (USTs) containing petroleum products.

A Closure Assessment Report dated May 21, 2009 documented the spill bucket closure activities and associated soil sampling. Soils were screened in 1 foot intervals from 1 to 3 feet below land surface and screen for petroleum constituents using an organic vapor analyzer (OVA). Soil samples were collected from each spill bucket from the highest OVA interval (1 foot) and the samples were analyzed for benzene, toluene, ethylbenzene, total xylenes, and methyl-tert butyl ether (BTEX/MTBE) using Environmental Protection Agency (EPA) Method 8260B, polycyclic aromatic hydrocarbons (PAHs) using EPA Method 8270C low level, and total recoverable petroleum hydrocarbons (TRPH) using the FL-PRO Method.

Concentrations of total xylenes, naphthalene, 1-methylnaphthalene, and TRPH exceeded the applicable Soil CTLs for leachability based on groundwater criteria as listed in Table II of Chapter 62-777, Florida Administrative Code (F.A.C.), in the soil sample collected from SB-2. The soil sample collected from SB-2 also contained TRPH concentrations above the applicable Soil CTLs for direct exposure residential criteria as listed in Table II of Chapter 62-777, FAC.

A Petroleum Cleanup Enforcement Notice #009R-037, dated June 10, 2009 was issued from the Palm Beach County Department of Environmental Resources Management (PBCDERM) and site assessment was requested to be completed by January 24, 2010.

A Site Assessment Report (SAR) was submitted to PBCDERM on January 14, 2010 by ARCADIS. Four additional soil borings were advanced to delineate the petroleum impacts discovered in SB-2. The soil samples were analyzed for BTEX/MTBE, PAHs, and TRPH. No constituents of concern (COCs) were detected to exceed the applicable CTL as listed in Table II of Chapter 62-777, FAC and No Further Action (NFA) with Conditions was recommended.

Prior to the April 14, 2009 field sampling event, no other discharges have been identified at the site.

The discharge of *petroleum products* on the Property is documented in the following reports that are incorporated by reference:

1. *Closure Assessment Report dated April 14, 2009, submitted by ARCADIS; and*
2. *Site Assessment Report dated January 14, 2010, submitted by ARCADIS.*

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located on the Restricted Property. These reports confirm that petroleum hydrocarbon impacted *soil and groundwater* as defined by Chapter 62-770, F.A.C., exists on the Restricted Property. Also, these reports document that the groundwater contamination does not extend beyond the Restricted Property boundaries, that the extent of the groundwater contamination does not exceed 1/4 acre, and the groundwater contamination is not migrating. The reports also document that petroleum

hydrocarbon soil impacts above the Chapter 62-777, F.A.C., Table II Soil CTLs remains onsite.

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

F. The FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. The FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of *petroleum products' chemicals of concern* increase above the levels approved in the Order, or if a subsequent discharge occurs at the Restricted Property, the FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. 509100672, can be found by contacting the appropriate FDEP district office or bureau.

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

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR hereby imposes on the Restricted Property the following restrictions *and requirements*:

a. There shall be no use of the groundwater under the Restricted Property. There shall be no drilling for water conducted on the Restricted Property nor shall any wells be installed on the Restricted Property other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM), in addition to any authorizations required by the Division of Water Resource Management and the Water Management Districts. Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the Restricted Property. For any dewatering activities, a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

b.i.a. The area of soil contamination as located on the Restricted Property shall be permanently covered and maintained with an impermeable material that prevents human exposure and prevents water infiltration (hereinafter referred to as "the Engineering Control"). An Engineering Control Maintenance Plan (ECMP) shall be maintained that includes the frequency of inspections and monitoring and the criteria for determining when the Engineering Control has failed.

b.ii. Excavation and construction deeper than two feet below land surface is not prohibited on the Restricted Property provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-770, F.A.C. and any other applicable local, state, and federal requirements. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas. For any dewatering activities, a plan pre-approved by FDEP's Division of Waste Management must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated. Nothing in this Declaration shall prevent, limit or restrict any excavation or construction at or below the surface outside the boundary of the Restricted Property.

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

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

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Restricted Property, run with the land and with the title to the Restricted Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Restricted Property or any part thereof. The FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the FDEP to exercise its right in the event of the failure of the GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and the FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If the GRANTOR does not or will not be able to comply with any or

all of the provisions of this Declaration, the GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Restricted Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Restricted Property.

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

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

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

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



IN WITNESS WHEREOF, {{GRANTOR}} has executed this instrument,  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR  
{{COMPANY NAME, IF  
APPLICABLE}}

By:

\_\_\_\_\_

Name: {{PRINTED NAME}}

Title:

Full Mailing Address:

Signed, sealed and delivered in the presence of:

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

Witness

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

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

Witness

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

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day  
of \_\_\_\_, 20 \_\_, by \_\_\_\_\_.

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_.

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

\_\_\_\_\_  
Signature of Notary Public

Approved as to form by the Florida Department of Environmental Protection,  
Office of General Counsel. \_\_\_\_\_.

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

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:

\_\_\_\_\_  
\_\_\_\_\_

Name:

Title: \_\_\_\_\_

Division of *{{fill in appropriate Division}}*; Bureau of *{{fill in appropriate Bureau}}*; *{{fill in appropriate District}}*  
District Office

*{{Mailing Address}}*, Mail Station  
*{{ }}*,

*{{City}}*, Florida *{{Zip Code}}*

**SITE/PROJ MGR MUST PROVIDE THIS INFORMATION TO OWNER**

Signed, sealed and delivered in the presence of:

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

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

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

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day  
of \_\_\_\_, 20 \_\_, by \_\_\_\_\_ as  
representative for the Florida Department of Environmental Protection.

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_.  
Type of Identification Produced \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public

Commission No. \_\_\_\_\_

Commission Expires: \_\_\_\_\_

## **Exhibit A**

### **LEGAL DESCRIPTION: (ENTIRE PARCEL)**

LOTS 3 THROUGH 16, BLOCK A OF, LEWIS TERMINAL PLAT NO. 2C, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 43, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

### **LEGAL DESCRIPTION: (GROUNDWATER USE RESTRICTION EXTENT)**

TO BE DETERMINED AFTER APPROVAL OF PROPOSED EXTENT

### **LEGAL DESCRIPTION: (ENGINEERING CONTROL EXTENT)**

TO BE DETERMINED AFTER APPROVAL OF PROPOSED EXTENT

## **Exhibit B**

PROFESSIONAL LAND SURVEY PROPERTY BOUNDARY MAP DEPICTING THE  
PROPOSED ENGINEERING CONTROLS IN RELATION TO THE CHEMICALS OF  
CONCERN

## Exhibit A

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TO BE DETERMINED AFTER APPROVAL OF PROPOSED EXTENT



## **Exhibit B**

PROFESSIONAL LAND SURVEY PROPERTY BOUNDARY MAP DEPICTING THE  
PROPOSED ENGINEERING CONTROLS IN RELATION TO THE CHEMICALS OF  
CONCERN



Gary R. Nikolits, C  
**Property Appraiser**  
Palm Beach Cou

## Search

[Search Results Detail](#)

[View Property Record](#)

### Owners

UNITED PARCEL SERVICE INC

### Property detail

Location 2001 AVENUE P

Municipality RIVIERA BEACH

Parcel No. 56434229550010030

Subdivision LEWIS TERMINALS PLAT  
NO 2-C

Book

Page

Sale Date

Mailing Address  
PROPERTY TAX DEPT  
C/O PO BOX 28606  
ATLANTA GA 30358  
0606

Use Type 4800 - WAREH/DIST TERM

Total  
Square Feet 200836

### Sales Information

Sales Date

Price

MAY-1987

2848900

### Appraisals

Tax Year 2012

Improvement  
Value \$4,035,401

Land Value \$3,886,246

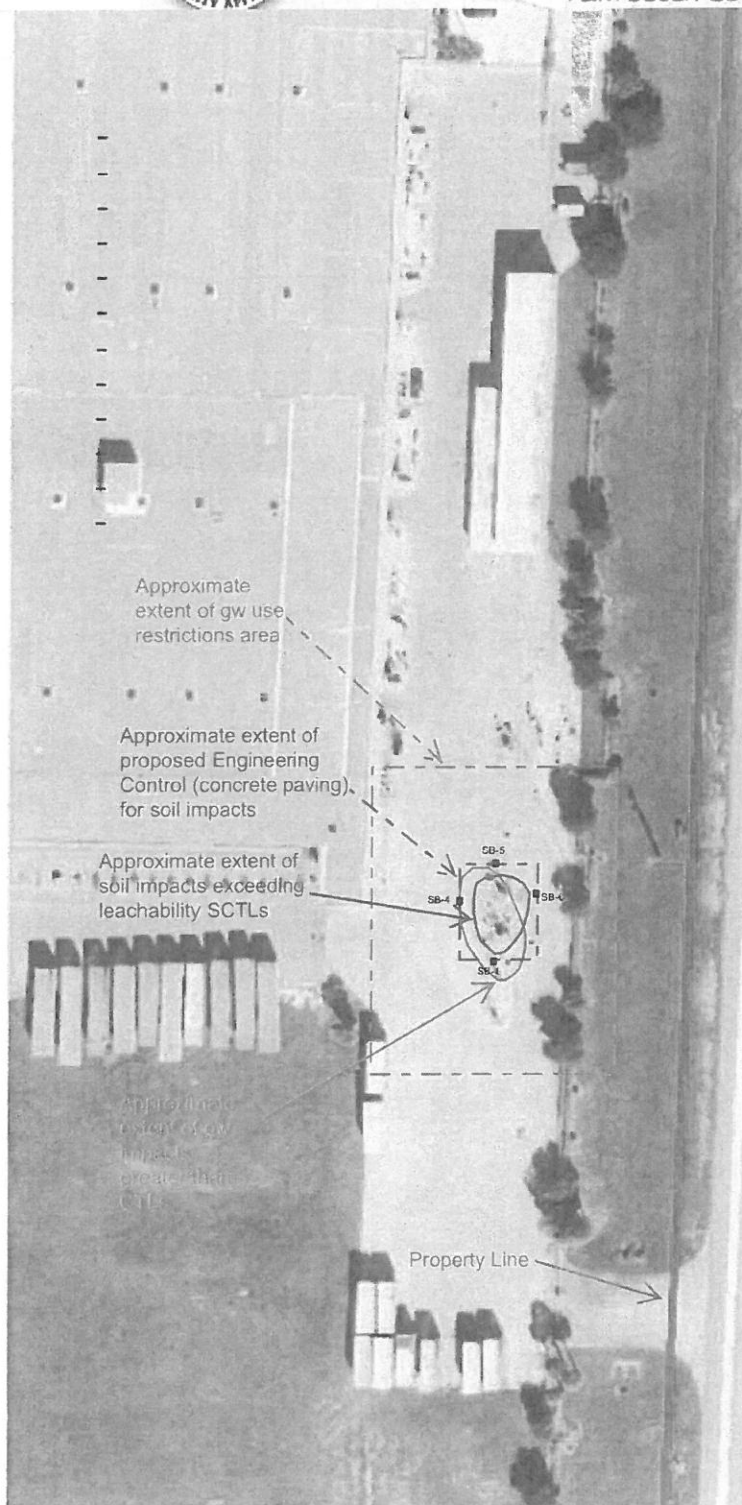
[Tools](#)

[Layers](#)

[Print](#)

[Messages](#)

[Instructional Videos](#)



ARCADIS

Appendix C

**PARAMOUNT TITLE SERVICES, INC.**  
**7501 W. Oakland Park Boulevard, Suite 303-East**  
**Fort Lauderdale, Florida 33319**  
**Phone: (954) 467-6607 - Fax: (954) 467-3280**

**OWNERSHIP AND ENCUMBRANCE REPORT**

**Search No.: 13-948-4 Update 1**

**THE UNDERSIGNED** does hereby certify that a search has been made of the Official Records of Palm Beach County, State of Florida for:

**Arcadis U.S., Inc.**

**As to the following described property, to wit:**

Lots 3 through 16, Block A of, **LEWIS TERMINAL PLAT NO. 2C**, according to the Plat thereof, as recorded in Plat Book 44, Page 43, of the Public Records of Palm Beach County, Florida.

Said Records reflect the present apparent Ownership and all outstanding and potential Encumbrances for the land described above, to wit:

**TITLE HOLDER:** **UNITED PARCEL SERVICE, INC.**

**ACQUIRED BY:** **SPECIAL WARRANTY DEED:** Gran Central Corporation (formerly Commercial Realty and Development Company) TO Flotampar Corporation, a Florida corporation, dated May 21, 1987, filed June 16, 1987 in O.R. Book 5316, Page 89.

**Shown for reference:**

**ARTICLES OF MERGER:** Amiflo Company and Flotampar Corporation TO United Parcel Service, Inc., dated May 1, 1989, filed January 30, 1990 in O.R. Book 6337, Page 1704.

**TERMINATION OF RIGHT OF REPURCHASE:** Gran Central Corporation TO Flotampar Corporation, dated November 30, 1990, filed December 26, 1990 in O.R. Book 6680, Page 516.

**ENCUMBRANCES:** **SEE ATTACHED**

**NAME SEARCH:** **SEE ATTACHED**

**FOLIO NO:** 56-43-42-29-55-001-0030  
**CURRENT TAXES:** \$233,744.85  
**STATUS:** UNPAID  
**DELINQUENT:** NO  
**TAX CERTIFICATE:** N/A

The foregoing Ownership and Encumbrance Report reflects a comprehensive search of the Public Records of Palm Beach County, Florida, showing the present Ownership for the real property described above, together with all outstanding Encumbrances and potential Encumbrances affecting said lands. This report is not to be construed as an opinion of title.

CERTIFIED through the 21st day of April, 2015 at 11:00 O'clock P.M.

Paramount Title Services, Inc.

Evelyn Branas  
Examiner

**PARAMOUNT TITLE SERVICES, INC.**  
**7501 W. Oakland Park Boulevard, Suite 303-East**  
**Fort Lauderdale, Florida 33319**  
**Phone: (954) 467-6607 - Fax: (954) 467-3280**

---

**OWNERSHIP AND ENCUMBRANCE REPORT**

**Search No.: 13-948-4 Update 1**

---

**ENCUMBRANCES:**

1. DEDICATIONS AND EASEMENTS AS SET FORTH ON THE PLAT OF, **PLAT NO. 2 LEWIS TERMINALS**, Plat Book 27, Page 42, of the Public Records of Palm Beach County, Florida.
2. DEDICATIONS AND EASEMENTS AS SET FORTH ON THE PLAT OF, **PLAT NO. 2-C LEWIS TERMINALS**, Plat Book 44, Page 43, of the Public Records of Palm Beach County, Florida.
3. **ROAD MAP:** Road Map 6, Page 98, of the Public Records of Palm Beach County, Florida.
4. **EASEMENT:** Lewis Terminals, Inc. TO Florida Power & Light Company, dated March 4, 1959, filed March 24, 1959 in O.R. Book 323, Page 475.
5. **BOUNDARY LINE AND LICENSE AGREEMENT:** United Parcel Service, Inc., an Ohio corporation AND You and Me Distribution Center, a Florida general partnership, dated June 15, 1990, filed July 30, 1990 in O.R. Book 6532, Page 112.
6. **ASSIGNMENT OF EASEMENTS:** City of Riviera Beach, Florida, a Florida municipal corporation TO City of Riviera Beach Utility Special District, a Florida legal entity and public body, dated September 23, 2004, filed September 24, 2004 in O.R. Book 17563, Page 1162.

**NAME SEARCH:**

1. **FINAL JUDGMENT:** Bradley Scott Workman TO United Parcel Service, Inc., dated September 15, 2003, filed September 23, 2003 in O.R. Book 15893, Page 900.
2. **FINAL JUDGMENT FOR DAMAGES:** David Ellison and Carole Ellison TO United Parcel Service, Inc., dated March 4, 2009, filed March 9, 2009 in O.R. Book 23114, Page 1690.
3. **FINAL JUDGMENT:** Roy Talmo TO UPS (United Parcel Services), dated February 11, 2011, filed April 16, 2011 in O.R. Book 24470, Page 259.

PARAMOUNT TITLE SERVICES, INC.  
7501 W. Oakland Park Boulevard, Suite 303-East  
Fort Lauderdale, Florida 33319  
Phone: (954) 467-6607 - Fax: (954) 467-3280

RECEIVED

MAR 11 2013

OWNERSHIP AND ENCUMBRANCE REPORT

Search No.: 13-948-4

ARCADIS U.S., INC.  
BOCA RATON, FL

THE UNDERSIGNED does hereby certify that a search has been made of the Official Records of Palm Beach County, State of Florida for:

Arcadis U.S., Inc.

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ENCUMBRANCES: SEE ATTACHED

NAME SEARCH: SEE ATTACHED

FOLIO NO: 56-43-42-29-55-001-0000  
CURRENT TAXES: \$233,744.85  
STATUS: UNPAID  
DELINQUENT: NO  
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CERTIFIED through the 11<sup>th</sup> day of February, 2013 at 11:00 O'clock P.M.

Paramount Title Services, Inc.

Evelyn Branas  
Examiner



**PARAMOUNT TITLE SERVICES, INC.**  
**7501 W. Oakland Park Boulevard, Suite 303-East**  
**Fort Lauderdale, Florida 33319**  
**Phone: (954) 467-6607 - Fax: (954) 467-3280**

---

**OWNERSHIP AND ENCUMBRANCE REPORT**

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### Property Information

Owner Name UNITED PARCEL SERVICE INC

Parcel Control Number 56-43-42-29-55-001-0030

Total 2012 Certified Millage Rate 24.0816 What is this?

### Ad Valorem Taxes

District Name	Taxable Value	Tax
Children'S Services Council	\$7,921,647	\$5,782.80
County Debt	\$7,921,647	\$1,653.25
County Operating	\$7,921,647	\$37,877.36
Everglades Construction	\$7,921,647	\$485.60
Fl. Inland Navigation District.	\$7,921,647	\$273.30
Health Care District	\$7,921,647	\$8,888.09
Riviera Beach Operating	\$7,921,647	\$71,278.98
School Board by local board	\$7,921,647	\$19,788.27
School Board by state law	\$7,921,647	\$41,826.30
So. Fla. Water Mgmt. Basin	\$7,921,647	\$1,520.16
So. Fla. Water Mgmt. Dist.	\$7,921,647	\$1,391.83

Total 2012 Certified Ad Valorem Taxes \$190,765.94

### Non Ad Valorem Assessments

District Name	Tax
Solid Waste Authority of PBC	\$42,978.91

Total 2012 Certified Non Ad Valorem Taxes \$42,978.91

### Total Taxes

Total 2012 Certified Taxes \$233,744.85

NOTE: Please click on names above to visit the taxing authority website.

Print

Close

## SPECIAL WARRANTY DEED

THIS INDENTURE, Made the 21<sup>st</sup> day of May, A.D. 1987, by GRAN CENTRAL CORPORATION (formerly Commercial Realty and Development Company), One Malaga Street, St. Augustine, Florida 32085, hereinafter called "Grantor" to FLOTAMPAR CORPORATION, a Florida corporation, with its address being c/o J. David Pena, Attorney, 25 West Flagler Street, Miami, Florida 33130-1712, hereinafter called "Grantee",

## WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, to it in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following described land in Palm Beach County, Florida, to-wit:

All of Block "A", less Lots 1 & 2 and Less the West 20.0 feet of Railroad Right-of-Way adjacent to Lots 1 & 2 "PLAT NO. 2-C LEWIS TERMINALS", according to the Plat thereof, as Recorded in Plat Book 44, Pages 43, 44 and 45 of the Public Records of Palm Beach County, Florida.

Said lands lying in the City of Riviera Beach, Palm Beach County, Florida.

Containing 29.0669 acres, more or less.

87-176249  
Con 2,848,847.00 Doc 14,244.50  
JOHN B DUNKLE, CLERK - PB COUNTY, FL

AND Grantor does hereby warrant the title to said land and will defend same against the lawful claims of all persons claiming by, through or under said Grantor, its successors and assigns, and not otherwise.

SUBJECT to taxes for 1987 and subsequent years.

SUBJECT to restrictions, reservations, covenants, and conditions pursuant to that certain instrument recorded in Official Records Book 442, at Page 117, and any amendments thereto.

SUBJECT to restrictions, reservations, and easements, as reserved and shown on that certain Plat of Subdivision, as recorded in Plat Book 44, at Page 43.

SUBJECT to such other restrictions, reservations, easements and Rights-of-Way of record.

SUBJECT to the following covenants, restrictions and agreements as follows: Grantee agrees, for itself, its successors and assigns, as a covenant running with the land as a part of the consideration for this conveyance, said covenant being evidenced by the acceptance and recordation of this deed by Grantee that said premises hereby conveyed will be utilized for and in connection with the construction thereupon of an operating center for Grantee, having an area of not less than 100,000 square feet, and that upon failure of Grantee, its successors or assigns, to have commenced construction upon said premises such operating center within twenty-four (24) months next ensuing from and after the date of this conveyance (which construction, if not yet completed by such date, shall be ongoing and diligently prosecuted to completion), the Grantor shall have and hereby reserves the right to repurchase said land and property at and for the price of \$2,848,847.00, said right of repurchase being hereby reserved and to continue for twelve (12) months after the expiration of said twenty-four (24) month period; Grantee hereby covenanting for itself and its successors and assigns, that they will upon the accrual of said right of repurchase, and upon being notified in writing of the election of Grantor to exercise the same, promptly make or cause to be made said reconveyance to Grantor, or its nominee, in accordance with the terms hereof, by good and sufficient deed conveying the full title to said property, free of liens and encumbrances, and with special warranty of title. This repurchase covenant shall terminate and have no further effect thirty-six (36) months from the date of this conveyance, or upon completion of construction of required improvements, whichever shall first occur, promptly upon which Grantor shall release such right back to Grantee by Quit-Claim Deed or other appropriate instrument.

IN WITNESS WHEREOF, said Grantor has caused these presents to be duly executed in its corporate name and its corporate seal to be hereto affixed by its undersigned officer thereunto lawfully authorized the day and year first hereinabove written.

85316 P0089

GRAN CENTRAL CORPORATION (formerly Commercial  
Realty and Development Company  
a Florida corporation,

Signed,, sealed and delivered  
in the presence of:

Andrew J. Tregent

BY: C. F. Zellers, Jr.  
C. F. Zellers, Jr., President

(SEAL)

Susan S. Hall

Attest: Patricia Bagley  
Patricia Bagley, Assistant Secretary

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 21st  
day of May A.D., 1987, by C. F. Zellers, Jr. and Patricia  
Bagley, President and Assistant Secretary, respectively, of Gran Central  
Corporation, a Florida corporation, on behalf of the corporation.

Susan S. Hall  
Notary Public, State of Florida at Large  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission expires: My Commission Expires Aug. 21, 1989



RECORD VERIFIED  
PALM BEACH COUNTY, FLA.  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

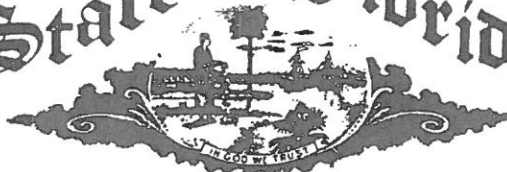
85316 P0090

Record & Return to:  
National Abstract Agency, Inc.  
1500 Walnut Street  
Suite 507  
Philadelphia, PA. 19102

JAN-30-1990 02:25pm 90-028452

ORB 6337 Pg 1704

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Merger, filed on June 5, 1989, effective July 1, 1989, as shown by the records of this office.

The document number of the surviving corporation is 819816.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
21st day of December, 1989.



Jim Smith  
Secretary of State

CR2E022 (8-89)

ORE 6337 Pg 1705

6634-S9-19134

**EFFECTIVE DATE**

7/1/89

**ARTICLES OF MERGER  
OF  
ANIFLO COMPANY AND  
FLOTAMPAR CORPORATION  
AND  
UNITED PARCEL SERVICE, INC.**

To the Department of State  
State of Florida

Pursuant to the provisions of the Florida General Corporation Act governing the merger of a domestic corporation with and into a foreign corporation, the corporations hereinafter named do hereby adopt the following Articles of Merger.

1. The names of the merging corporations are Aniflo Company and Flotampar Corporation, both of which are business corporations organized under the laws of the State of Florida, and the existence of which will cease, and United Parcel Service, Inc., which is a business corporation organized under the laws of the State of Ohio, and which shall be the surviving corporation.

2. The Agreement and Plan of Merger for merging Aniflo Company and Flotampar Corporation with and into United Parcel Service, Inc. was approved and adopted by the sole shareholder of Aniflo Company on May 1, 1989 and by the sole shareholder of Flotampar Corporation on May 1, 1989.

3. The laws of the jurisdiction of organization of United Parcel Service, Inc. permit the merger of a business corporation of another jurisdiction with and into a business corporation of the jurisdiction of organization of United Parcel Service, Inc.; and the merger of Aniflo Company and Flotampar Corporation with and into United Parcel Service, Inc. is in compliance with the laws of the jurisdiction of organization of United Parcel Service, Inc.

4. United Parcel Service, Inc. will continue its existence as the surviving corporation under its present name pursuant to the provisions of the laws of the jurisdiction of its organization.

5. United Parcel Service, Inc. does hereby agree that it may be served with process in the State of Florida in any proceedings for the enforcement of any obligation of either Aniflo Company or Flotampar Corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder, if any, of either Aniflo Company or Flotampar Corporation against United Parcel Service, Inc.; does hereby irrevocably appoint the Secretary of State of the State of Florida as its agent to accept

**RECORDER'S MEMO:** Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.

of power in any such proceeding, and also hereby agree to pay to the said corporation, or its successors, all costs and expenses incurred by it in the prosecution of this suit, and to the extent of the same, to be paid by the said corporation, or its successors, as provided in the Florida General Corporation Act 1933 subject to the right of discounting thereunder.

4. The powers herein provided for shall become effective in the State of Florida on the 1st day of July, 1933.

Executed on this 18 day of May, 1933.

AMFLO COMPANY

By: [Signature]  
Vice President

[Signature]  
Assistant Secretary

FLOTHAM CORPORATION

By: [Signature]  
Vice President

[Signature]  
Assistant Secretary

UNITED STATES COMPANY, INC.

By: [Signature]  
Vice President

[Signature]  
Assistant Secretary

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Directors thereof deem it advisable and to the advantage, welfare, and best interests of said corporations and their sole shareholder to merge Anifle Company and Flatamper Corporation into United Parcel Service, Inc. pursuant to the provisions of Chapter 1701 of the Revised Code of Ohio and the Florida General Corporation Act, upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the promises and of the mutual agreement of the parties hereto, being thereto duly approved by the resolutions adopted by the respective Boards of Directors of Anifle Company, Flatamper Corporation, and United Parcel Service, Inc., in accordance with the provisions of Chapter 1701 of the Revised Code of Ohio and the Florida General Corporation Act, the Agreement and Plan of Merger and the terms and conditions thereof, the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon for submission to the sole shareholder of Anifle Company, Flatamper Corporation, and of United Parcel Service, Inc. as required by Chapter 1701 of the Revised Code of Ohio and the Florida General Corporation Act, as hereinafter in this agreement set forth.

1. In consideration, respectively, of all of the shares of Anifle Company and Flatamper Corporation, which are hereinafter sometimes referred to as the "transferring corporations", United Parcel Service, Inc. agrees to assume all of the

RECORDER'S MEMO: Legible of Writing, Typing or Printing unsatisfactory in this document when received.

AGREEMENT AND PLAN OF MERGER

of

AMFLO COMPANY  
and  
FLORIDIAN CORPORATION  
(each a Florida Corporation)  
1966

UNITED PARCEL SERVICE, INC.  
(an Ohio Corporation)

AGREEMENT AND PLAN OF MERGER made and entered into by and among AMFLO COMPANY and FLORIDIAN CORPORATION, both corporations of the State of Florida, and UNITED PARCEL SERVICE, INC., a corporation of the State of Ohio, as approved by a resolution adopted by the Board of Directors of each such corporation.

WHEREAS, AMFLO COMPANY, Newspaper Corporation and United Parcel Service, Inc. are wholly owned subsidiaries of United Parcel Service of America, Inc.; and

WHEREAS, AMFLO COMPANY and Newspaper Corporation are corporations of the State of Florida and are subject to the provisions of the Florida General Corporation Act; and

WHEREAS, United Parcel Service, Inc. is a corporation of the State of Ohio and is subject to the provisions of Chapter 1701 of the Revised Code of Ohio; and

WHEREAS, AMFLO COMPANY, Newspaper Corporation and United Parcel Service, Inc. and the respective Boards of

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of Writing, Typing or Printing  
unsatisfactory in this document  
when transmitted

2004-00-10126

STATE OF *Virginia*  
COUNTY OF *Augusta*

On this day of May 1, 1989, before me, a  
Notary Public in and for the State and County aforesaid, personally appeared Joseph R. Hoderow, known to me to be the Vice President of United Parcel Service, Inc., which is one of the corporations which executed the foregoing instrument, and Thomas E. Butt, known to me to be the Assistant Secretary of said corporation, and each of said officers acknowledged to me that the execution of the foregoing instrument was the act and deed of said corporation, and that his signing of said instrument upon behalf of said corporation was his official act and deed.

WITNESS my hand and seal of office on the day and year aforesaid.

*Virginia F. Huter*  
Notary Public

Commission expires:

VIRGINIA F. HUTER  
NOTARY PUBLIC  
BY COM. EXPIRES 06-01-92

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ORB 6337 Pg 1710

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

On this day of May 1, 1919, before me, a  
Notary Public in and for the State and County aforesaid, personally appeared Joseph R. Maderow, known to me to be the Vice President of Stetson Corporation, which is one of the corporations which executed the foregoing instrument, and Thomas E. Butt, known to me to be the Assistant Secretary of said corporation, and each of said officers acknowledged to me that the execution of the foregoing instrument was the act and deed of said corporation, and that his signing of said instrument upon behalf of said corporation was his official act and deed.

WITNESS my hand and seal of office on the day and year aforesaid.

*Virginia D. Hatch*  
Notary Public  
Commission expires: 3-31-20

VIRGINIA D. HATCH  
NOTARY PUBLIC  
IN AND FOR THE STATE OF CONNECTICUT

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unsatisfactory in this document  
when received.

ORB 6337 Pg 1711

STATE OF CONNECTICUT  
COUNTY OF FAIRFIELD

On this day of May 1, 1961, before me, a  
Notary Public in and for the State and County aforesaid, personally  
appeared Joseph R. Hoderov, known to me to be the Vice Pres-  
ident of Amfile Company, which is one of the corporations which  
executed the foregoing instrument, and Thomas E. Batt, known to  
me to be the Assistant Secretary of said corporation, and each of  
said officers acknowledged to me that the execution of the fore-  
going instrument was the act and deed of said corporation, and  
that his signing of said instrument upon behalf of said corpora-  
tion was his official act and deed.

WITNESS my hand and seal of office on the day and year  
aforesaid.

*Virginia D. Hatcher*  
Notary Public

Commission expires: 3-31-70

VERNON B. HATCHER  
NOTARY PUBLIC  
1000 MAIN STREET, NEW BRITAIN, CT 06053

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unsatisfactory in this document  
when received.



and elsewhere to effectuate the merger. This undertaking is subject, however, to any provisions contained herein for abandoning the merger before or after the approval of the Agreement and Plan of Merger by the sole shareholder of each of the terminating corporations and of the surviving corporation.

9. The Boards of Directors and the proper officers of the constituent corporations are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, and file, any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this agreement or of the merger herein provided for.

10. Notwithstanding the approval of this Agreement and Plan of Merger by the shareholders entitled to vote of the terminating corporations and of the surviving corporation, this Agreement and Plan of Merger, as between any two constituent corporations entering into this Agreement and Plan of Merger, may be abandoned by either or both such corporations at any time prior to the filing of any requisite merger documents with the Department of State of the State of Ohio and Florida, in the event that the Board of Directors of either constituent corporation, for whatever reason, deems that the merger is no longer viable or desirable and adopts a resolution, whether in a meeting or by written consent to that effect.

11. The effective date of the merger herein agreed upon shall be July 1, 1999.

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when received

QRB 6337 P. 1713

assets and liabilities and all of the responsibilities of the  
transferring corporations.

2. Amifin Company and Flotemper Corporation are  
hereby merged into United Pabco Service, Inc., which shall be  
the continuing and resulting corporation, and which is hereinafter  
sometimes referred to as the "surviving corporation".

3. The present Articles of Incorporation of the sur-  
viving corporation shall constitute the Articles of Incorpora-  
tion of said surviving corporation and shall continue to be in  
full force and effect until altered or amended under the author-  
ity of Chapter 1701 of the Revised Code of Ohio.

4. The present regulations of the surviving corpora-  
tion will be the regulations of said surviving corporation and  
will continue in full force and effect until altered or amended  
as therein provided under the authority of Chapter 1701 of the  
Revised Code of Ohio.

5. The members constituting the Board of Directors  
of the surviving corporation upon the effective date of the mer-  
ger herein provided for and the officers in the offices of said  
corporation upon said effective date shall continue to hold  
their respective directorships and offices until the expiration  
and qualification of their respective successors or until their  
tenure is otherwise terminated in accordance with the regula-  
tions of the surviving corporation in effect from time to time.

6. The surviving corporation will not issue any of  
its shares in exchange for the issued shares of any transferee

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Hatched

ORB 6337 Ps. 1714

corporation inasmuch as the terminating corporations and the surviving corporation each have the same ultimate controlling corporate shareholder. The shares of the terminating corporations shall not be converted or substituted for shares in the surviving corporation. All of the issued shares of the terminating corporations shall, upon the effective date of the merger, be surrendered and extinguished. The shares of the surviving corporation shall not be converted or substituted, but each said share which is issued as of the effective date of the merger shall continue to represent one issued share of the surviving corporation.

7. The Agreement and Plan of Merger herein made and entered into shall be submitted to the sole shareholder of each of the terminating corporations and of the surviving corporation for its adoption or rejection in the manner prescribed by the law of the State of Ohio and of the State of Florida, as applicable.

8. In the event that this Agreement and Plan of Merger shall have been adopted by the sole shareholder of each of the terminating corporations and of the surviving corporation under Chapter 1701 of the Revised Code of Ohio and the Florida General Corporation Act, the terminating corporations and the surviving corporation agree that they will cause to be executed and filed any document or documents prescribed by the laws of the States of Ohio and Florida, and that they will cause to be performed all necessary acts within the States of Ohio, Florida

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above



ORR 6337 P. 1715

IN WITNESS WHEREOF, the Parties hereto have duly  
signed this Agreement and Plan of Reorganization 1<sup>st</sup> day  
of May 1964.

AMPLIO COMPANY

By: [Signature]  
James E. Blaney, Vice President  
[Signature]  
Thomas E. East, Assistant Secretary

NATIONAL CORPORATION

By: [Signature]  
James E. Blaney, Vice President  
[Signature]  
Thomas E. East, Assistant Secretary

UNITED PAPER SUPPLY, INC.

By: [Signature]  
James E. Blaney, Vice President  
[Signature]  
Thomas E. East, Assistant Secretary

RECORDER'S MARK  
of Writing Typing  
UNIVERSITY MICROFILMS  
SERIALS ACQUISITION

## TERMINATION OF RIGHT OF REPURCHASE

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, GRAN CENTRAL CORPORATION, a Florida corporation, hereby terminates and cancels its right to repurchase that certain tract of land more particularly described in that certain Special Warranty Deed, dated May 21, 1987 between GRAN CENTRAL CORPORATION and FLOTAMPAR CORPORATION, said Deed being recorded in Official Records Book 5316, Page 0089, public records of Palm Beach County, Florida.

IN WITNESS WHEREOF, GRAN CENTRAL CORPORATION has caused this instrument to be executed by its duly authorized officer this 30<sup>th</sup> day of November, 1990.

Signed, sealed and delivered  
in the presence of

Virginia D. Ross

GRAN CENTRAL CORPORATION,  
a Florida corporation

By

C. F. Zellers, Jr.  
As its President

(Corporate Seal)

ATTEST:

Patricia F. Bagley  
As its Assistant Secretary

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of November, 1990, by C. F. ZELLERS, JR. as President and Patricia F. Bagley as Assistant Secretary of GRAN CENTRAL CORPORATION, a Florida corporation, on behalf of the corporation.

My Commission Expires:

Notary Public

~~State of Florida at Large~~

My Commission Expires: 8/21/93

MJP\UPS\gran.trc

James F. McPherson  
Notary Public

(Notarial Seal)

RECORD VERIFIED  
PALM BEACH COUNTY, FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

This instrument was acknowledged before me by  
MUSLEY, McPherson, Jr.  
Washington Square, N.W., Tallahassee, Florida  
By M. JULIAN PROCTOR, JR.

427 S. Calhoun St.  
Tallahassee FL 32302

42

STATE OF TEXAS,  
COUNTY OF TARRANT,  
City of Tarrant,  
ss. J. J. [unclear] of the County of Tarrant,  
do hereby certify that on the 27th day of  
April, 1907, the following was filed for  
record and duly recorded by me, Clerk of the  
County of Tarrant, Texas, to wit:

27

1. ALICE ABERNETHY, Clerk of Peace, County of Tarrant, Texas, do hereby certify that on the 27th day of April, 1907, the following was filed for record and duly recorded by me, Clerk of the County of Tarrant, Texas, to wit:

INSTRUMENTALS	DEPT. NO. 1
DEPT. NO. 1	DEPT. NO. 1

**BROCKWAY, WEBBER & BROCKWAY**  
 WEST PALM BEACH, FLORIDA

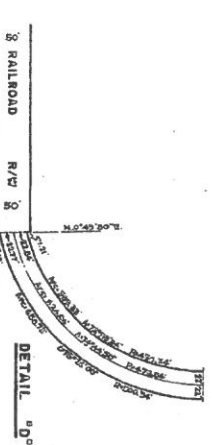
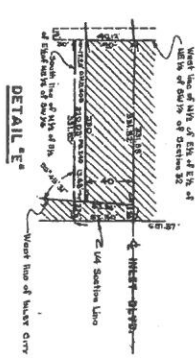
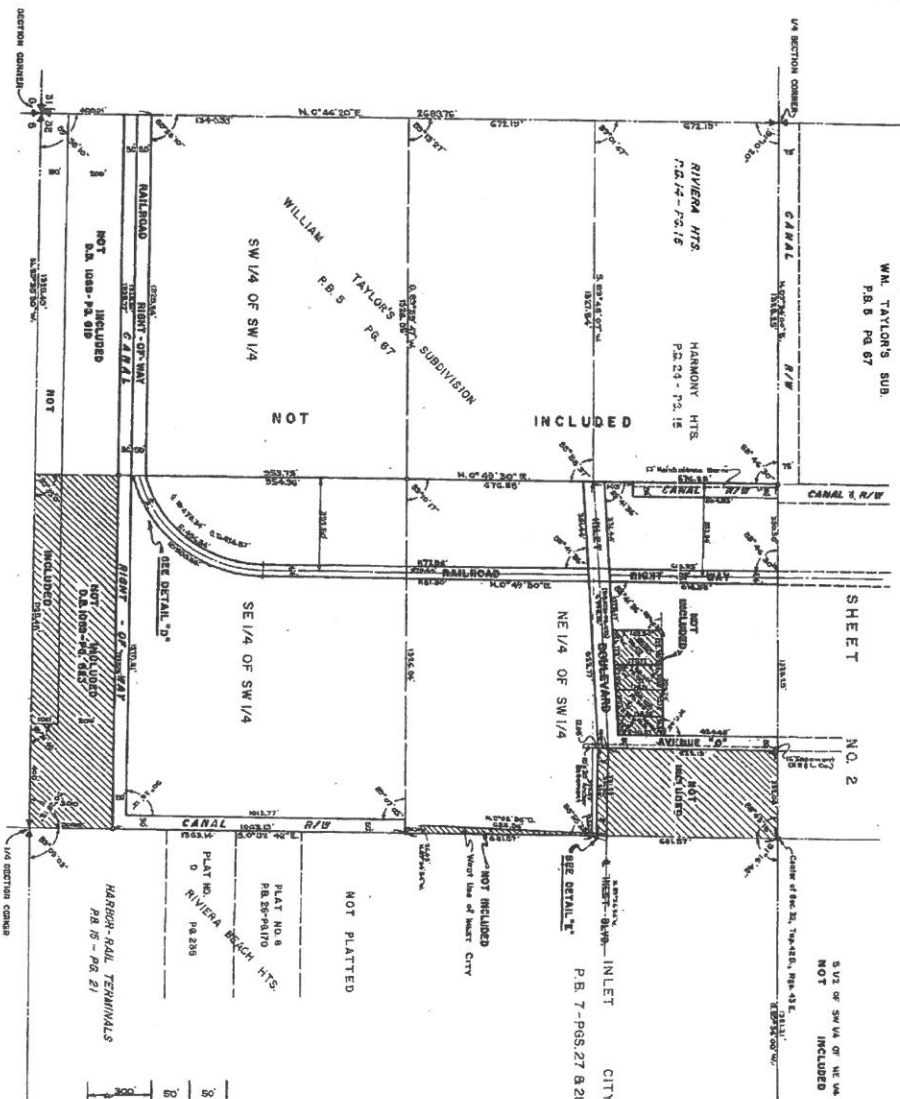
**PLAY NO.2**  
**LEWIS TERMINALS**  
**IN 3 SHEETS**  
**SHEET NO. 1**

ENGINEER	DESIGNED	COPY NO.
BY	DATE	
BY	DATE	COPY NO.
BY	DATE	



# PLAT NO.2 LEWIS TERMINALS IN 3 SHEETS SHEET NO.3

44



PLAT NO.1  
LEWIS TERMINALS  
P.B. 25 - P.B. 63, 64 & 65

BROCKWAY, WEBER & BROCKWAY	
ENGINEERS, ARCHITECTS	
WEST PALM BEACH, FLORIDA	
PLAT NO.2	
LEWIS TERMINALS	
IN 3 SHEETS SHEET NO.3	
DATE	1901
BY	B. C.





## LEWIS TERMINALS

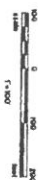
BEING A REPLAY OF PART OF PLAY NO. 3 LEWIS TERMINALS AS RECORDED IN  
PLAY BOOK 37, PAGES 45, 46, A 44 AND PART OF PLAY NO. 3 LEWIS TERMINALS  
AS RECORDED IN PLAY BOOK 37 PAGE 501, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

JANUARY 1992

PB.28, PG.95

2ND ST

JOHNSON  
S/D  
PB 23  
PG. 169



\* USE OF THE AREA WITHIN THE LANDSCAPE STRIP SHALL BE RESTRICTED AS FOLLOWS:

- 1) WITHIN THE HORIZONTAL 25 FEET, NO BUILDINGS OR PAVEMENT SHALL BE ALLOWED. THIS AREA IS RESERVED EXCLUSIVELY FOR LANDSCAPING.
- 2) WITHIN THE SOUTHERLY 25 FEET, NO BUILDINGS WILL BE ALLOWED, BUT PAVING FOR PARKING LANDSCAPED TO BE ACCORDANCE WITH THE APPROPRIATE CITY OR TOWN. EXISTING OBSTRUCTIONS WILL BE ALLOWED.

# PLAT NO. 2-C

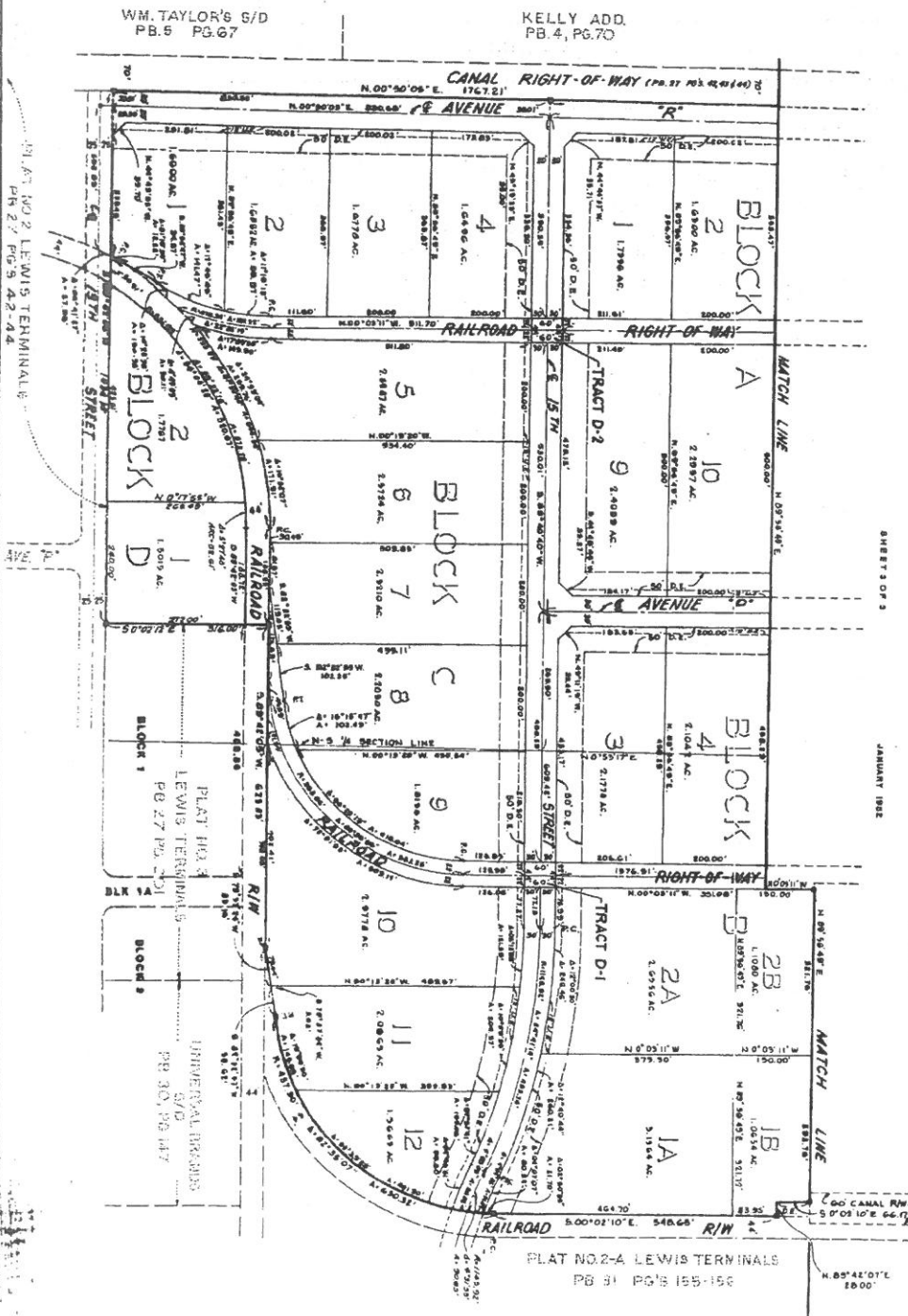
## LEWIS TERMINALS

IN SECTIONS 29 AND 32 TWP. 42 SO. RGE. 43 EAST  
CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA

BEING A REPLAY OF PART OF PLAT NO. 2 LEWIS TERMINALS AS RECORDED IN  
PLAT BOOK 37, PAGES 43, 48, 49 AND PART OF PLAT NO. 3 LEWIS TERMINALS  
AS RECORDED IN PLAT BOOK 27 PAGE 201, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

SHEET 2 OF 2

JANUARY 1982



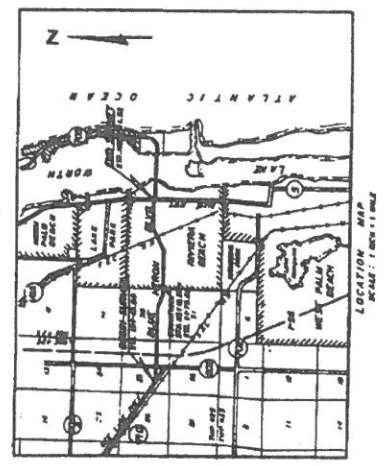


KPA 6 A 98

83 02/14/74

98

BLUE HERON BOULEVARD  
FROM BEE LINE HWY (S.R. 710) TO DIXIE HWY (S.R. 5)



THE BOARD OF COUNTY COMMISSIONERS of Palm Beach County, Florida  
by its CHAIRMAN, HENRY B. EVATT  
does hereby certify that the map in the official map of location and survey  
of a portion of BLUE HERON BOULEVARD, being a primary road in Palm  
Beach County, Florida, and the portion of BLUE HERON BOULEVARD extending  
from BEE LINE HWY (S.R. 710) to DIXIE HWY (S.R. 5) in Palm Beach County,  
Florida,  
Approved and Adopted by BOARD OF COUNTY COMMISSIONERS, Palm  
Beach County, Florida, on the 2nd day of February, 1974  
BY: Henry B. Evatt  
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS  
BY: John A. Kelly  
COUNTY ENGINEER

THIS RIGHT-OF-WAY MAP WHEN RECORDED IS AN INSTRUMENT OF  
TITLE COMMITMENT, TRANSMITTING IN ACCORDANCE WITH  
THE FLORIDA DEPARTMENT OF TRANSPORTATION, ALL RIGHTS, TITLE AND  
INTEREST OF PALM BEACH COUNTY IN THE  
OR HIGHWAY, SET FORTH ON THIS MAP TO THE STATE OF  
FLORIDA DEPARTMENT OF TRANSPORTATION.

FILED OF RECORDS COURT

NOTES  
1. EXAMINE RECORDS AND SURVEY  
2. THE SHOWN AND BEING THE COUNTY  
3. ALL LOT INTERESTS AND PLAT INTERESTS  
4. THIS MAP IS A COMPLETION OF DATA FROM  
5. THE INSTRUMENTS AND RECORDS OF TITLE  
AND IS NOT OFFERED TO REVERSE A PLAT  
OR SURVEY

NOT INSTRUMENT REQUIRED BY  
THE STANDARD SURVEY ACT  
OFFICE OF THE COUNTY ENGINEER

Palm Beach County, Florida	
ENGINEERING DEPARTMENT	
BLUE HERON BOULEVARD	
FROM BEE LINE HWY (S.R. 710) TO DIXIE HWY (S.R. 5)	
DATE	2/14/74
BY	John A. Kelly
CHECKED BY	Henry B. Evatt
APPROVED BY	Henry B. Evatt
SCALE	1" = 1 MILE
PROJECT NO.	79-535 D/W
DATE	2/14/74
BY	John A. Kelly
CHECKED BY	Henry B. Evatt
APPROVED BY	Henry B. Evatt
SCALE	1" = 1 MILE

RPB 6 5 99

66

SEC. 25, TWP. 42 S., RGE. 42 E.

**DESIGN SURVEY**  
**STA 13 + 49.60**

AR (S.R. 710)

00418 718 3417 H3.74


SEC 25, TWP 42 S, RGE 42 E

00489 VLS 2007 424PM

**SEC 25, TWP. 42 S., RGE 42 E**

00408 218 2007 23100

00-10 728 1001 112000

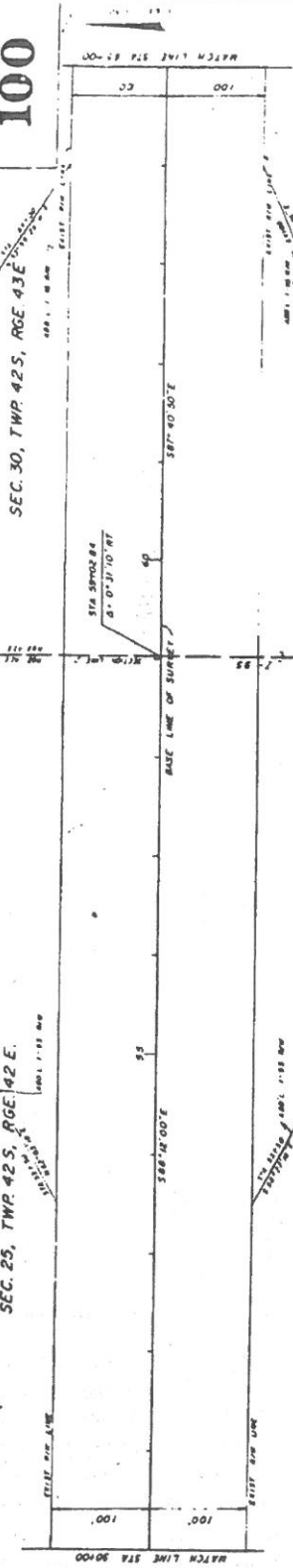
PAUL HENRI CANTIER, Fugitive Entrepreneur, Democrat	
BLUE MERON BOULEVARD FROM ONE LANE HWY 18 N FOR TWO LANE HWY 26 S	
	
DATE 11-1-57	TIME 1:20 P.M.
FROM 75-535 R/W	TO 75-535 R/W
APPROVED BY (Signature)	(Signature)

[illegible]

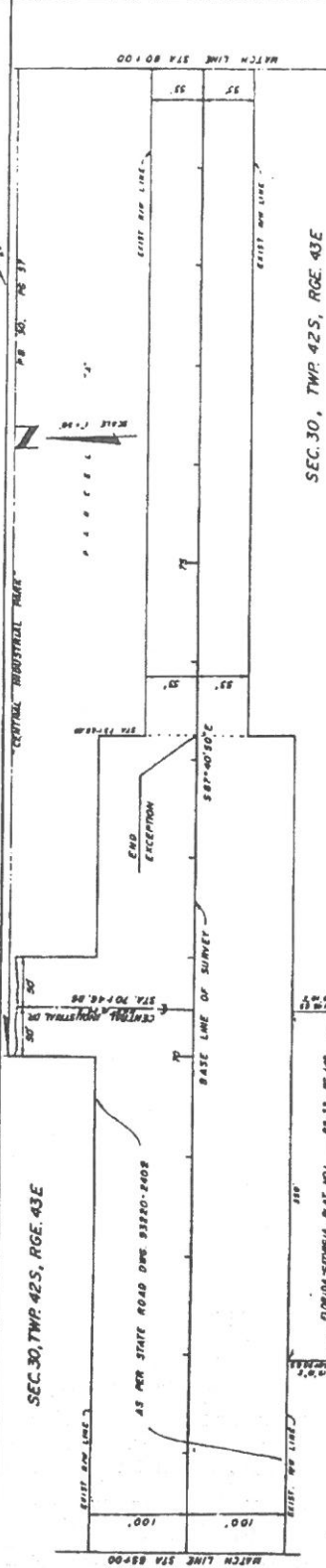
RPB 6 P4 100

100

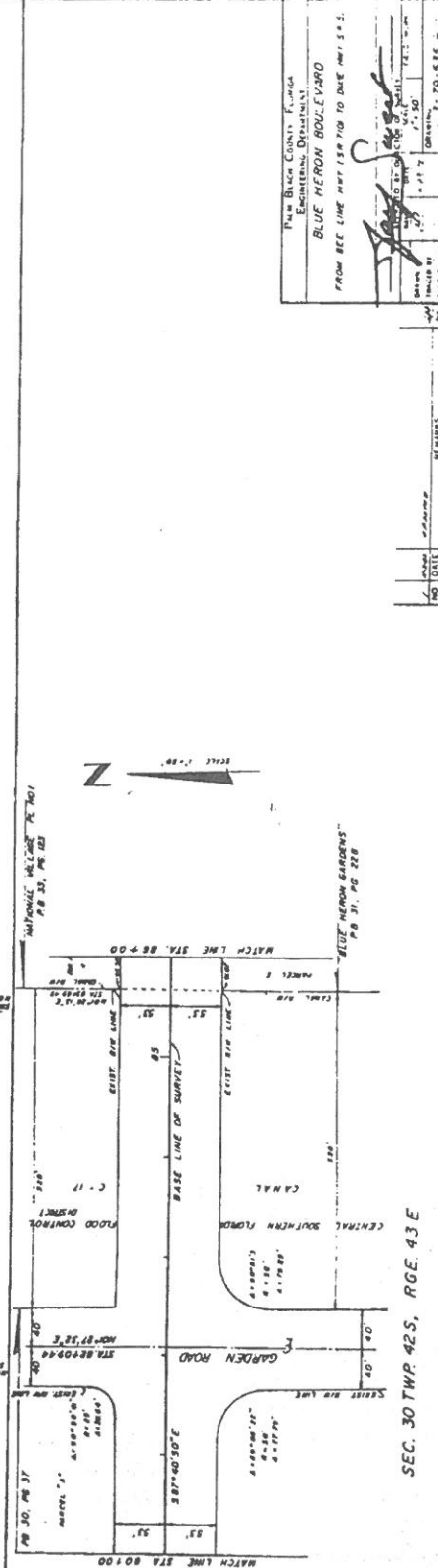
SEC. 25, TWP. 42 S., RGE. 43 E.



SEC. 30, TWP. 42 S., RGE. 43 E.



SEC. 30, TWP. 42 S., RGE. 43 E.



PLANNED BY: [Signature]  
ENGINEER: [Signature]  
DATE: 1-7-55  
PROJECT: BLUE HERON BOULEVARD  
FROM REC LINE 158710 TO DUE 158710



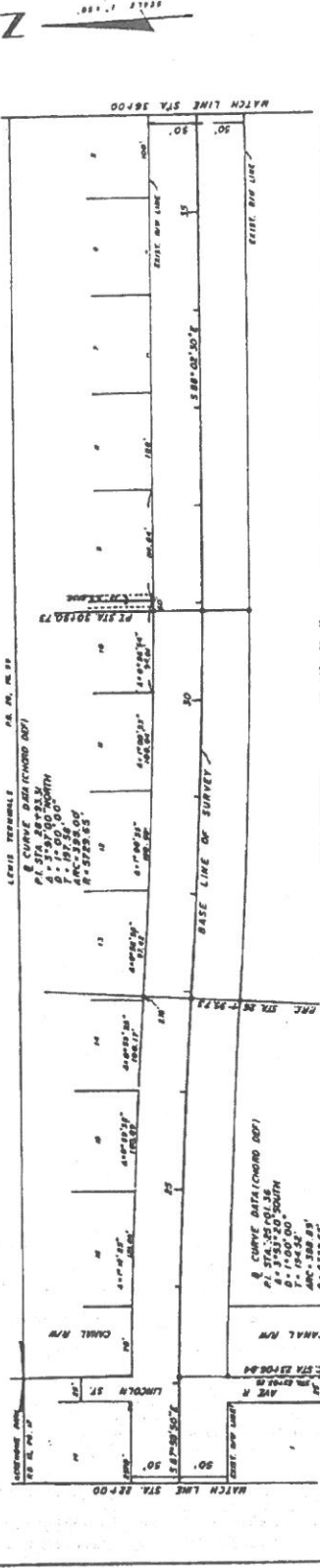
KPO & PG / 102	102
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SEC. 29 TWP. 42 S., RGE. 43 E

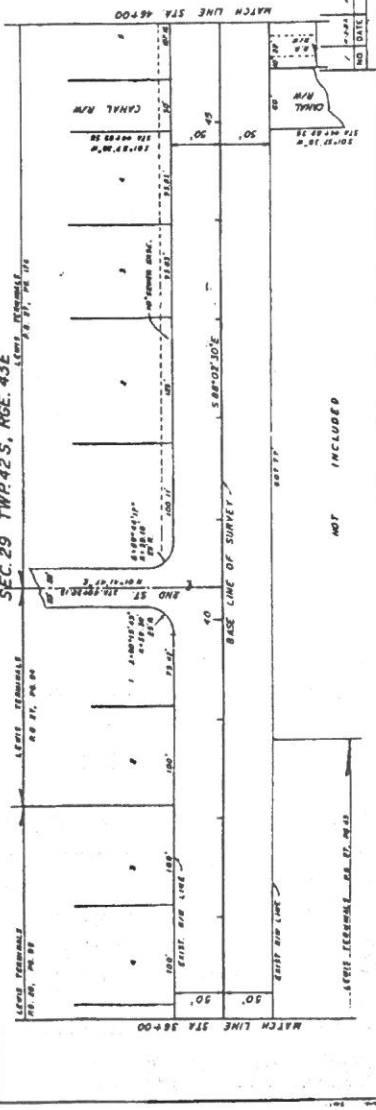
SEC. 30,  
T42S,  
R. 43E



SEC 29, TWP. 42 S, RGE. 43 E



SEC. 29 TWP. 42 S., RGE. 43 E.



PAUL BEACH COUNTY, FLORIDA  
ENGINEERING DEPARTMENT

BLUE HERON BOULEVARD

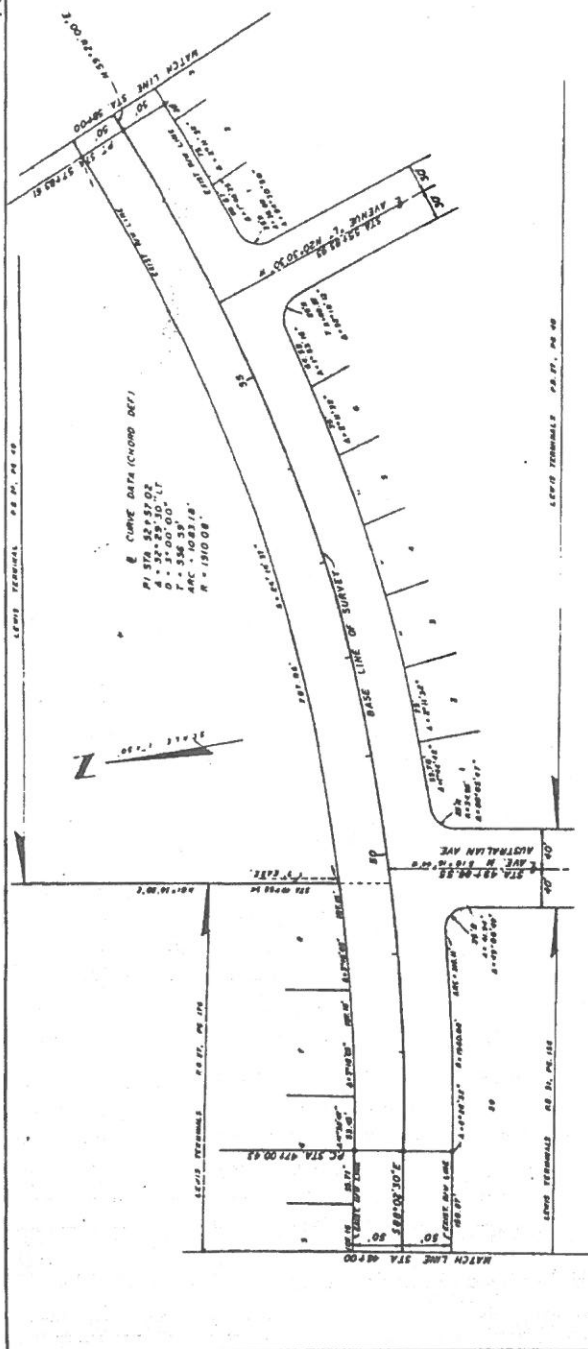
FROM BEE LINE HWY (I-95) TO ONE WAY (SR 31)

DATE: 11/11/11  
BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

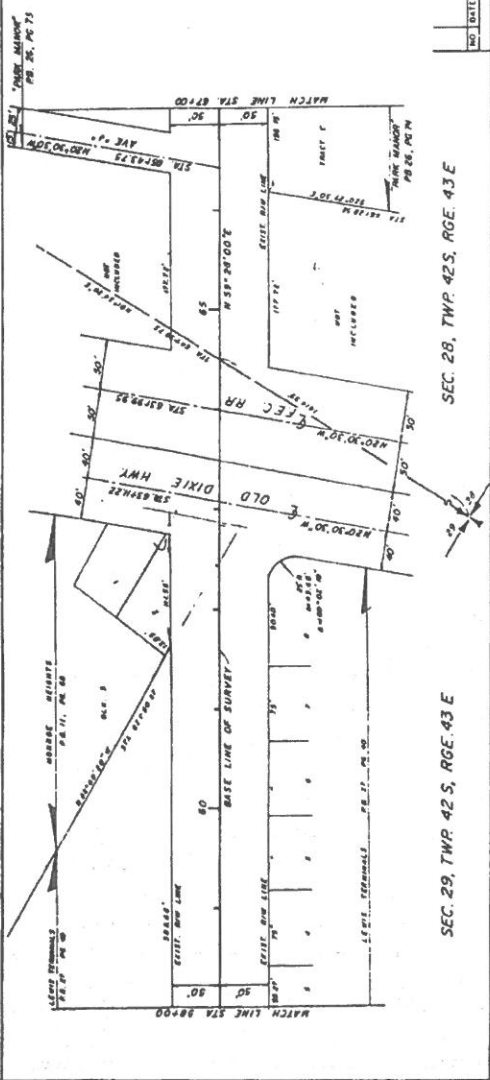
SCALE: 1" = 30'  
SHEET NO. 2 OF 2  
PROJECT NO. 31-79-535  
SHEET NO. 1

KPA 6 4 103

103



SEC. 29, TWP. 42S, RGE. 43E




SEC. 29, TWP. 42S, RGE. 43E

SEC. 28, TWP. 42S, RGE. 43E

PALM BEACH COUNTY, FLORIDA	
ENGINEERING DEPARTMENT	
BLUE HERON BOULEVARD	
FROM BEE LINE (H/15R) TO DIXIE HWY (15R)	
DATE	10/1/11
BY	W. J. 103
CHECKED BY	W. J. 103
APPROVED BY	W. J. 103
SCALE	1" = 100'

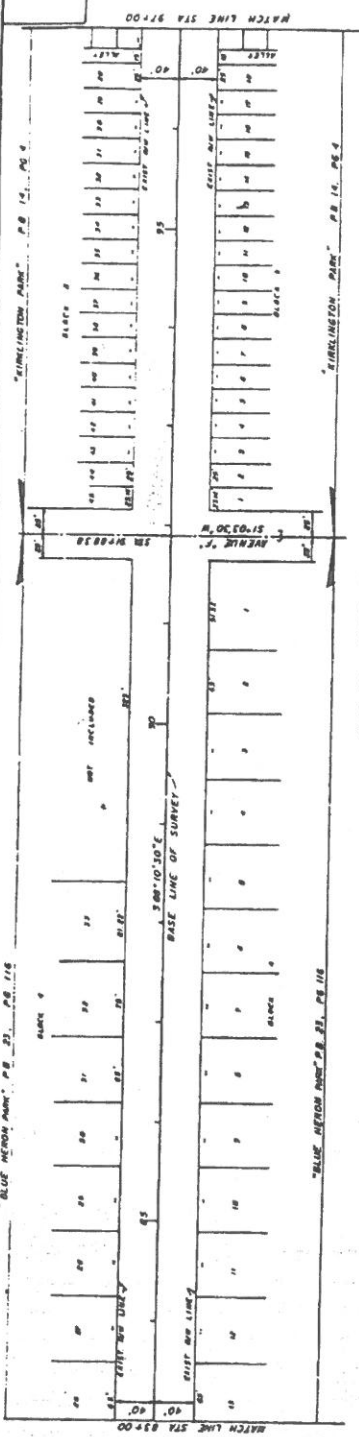
104



PALM BEACH COUNTY, Florida		ENCLOSING DISTRICT	
BLUE HERON BOULEVARD		FROM REC LINE HWY 1 TO BLUE HERON 3	
		APPROVED DATE TIME BY	
1" x 30" 1" x 22"		TOLERANCE NO. 3-79-335 A/M	
SHEET 11 TOTAL 81 DIGGER 81			

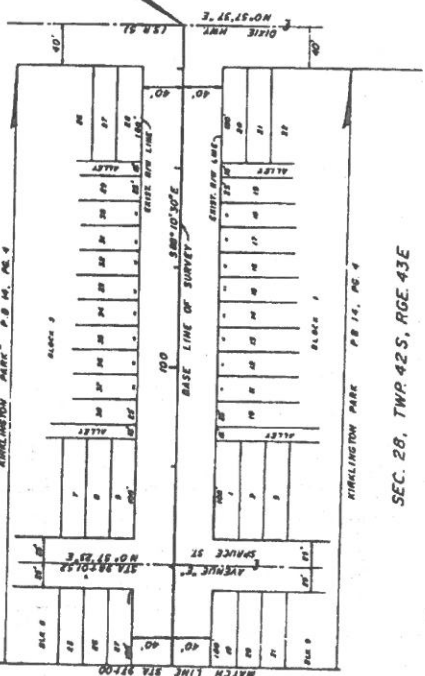
R1B 6 1/2 105

105



SEC. 28, TWP. 42S, RGE. 43E

END SURVEY  
STA. 103+41.32



SEC. 28, TWP. 42S, RGE. 43E

PAUL BUCH COUNTY, FLORIDA	
ENGINEERING DEPARTMENT	
BLUE HERON BOULEVARD	
FROM BEE LINE HWY 15 R 710 TO BLUE HWY 15 R 31	
DATE	11/15/00
BY	J. B. BUCH
CHECKED BY	J. B. BUCH
SCALE	1" = 80'
PROJECT NO.	79-135/RAW
DATE	11/15/00
BY	J. B. BUCH
CHECKED BY	J. B. BUCH



## EASEMENT

March 4, 1959

DWO No. \_\_\_\_\_  
ER No. \_\_\_\_\_  
Pole No. \_\_\_\_\_FLORIDA POWER & LIGHT COMPANY  
Miami, Florida

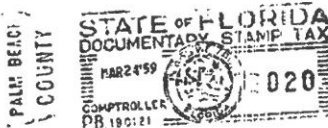
Gentlemen:

In consideration of the payment to me us by you of \$ 1.00 and other good and valuable consideration which I we have received, I we and those holding through me us, grant and give to you and your successors the right to set and maintain poles, guy stubs, guy wires and anchors for electric transmission and distribution lines and the necessary appurtenances for such lines, and the right to permit the attachment of conduits, wires or cables of any other Company or person; also, the right to cut, trim and keep clear all trees, brush and undergrowth that might endanger the proper construction, operation and maintenance of said lines, on my our property described as follows:

South 1/2 of the North 1/2 of the SE 1/4 of the SW 1/4 of  
Section 29, Township 42, Range 43, Palm Beach County, Florida.

An easement six feet in width, more particularly described  
as being the North six feet of the above described parcel.

1959 MAR 24 PM 2 28



In the presence of:

James H. Conley  
John H. Kauter  
\_\_\_\_\_  
\_\_\_\_\_

LEAS TERMINALS, INC. (SEAL)  
Philip D. Lewis (SEAL)  
Philip D. Lewis, Vice President (SEAL)  
\_\_\_\_\_ (SEAL)

STATE OF FLORIDA AND COUNTY OF

I, a Notary Public in and for the County and State aforesaid, do hereby certify that  
 and known to me, personally appeared before me and acknowledged the execution of the  
 foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in said County and State this  
 19 day of

Notary Public, State of Florida at Large

My Commission expires: 19

STATE OF FLORIDA AND COUNTY OF PALM BEACH

I HEREBY CERTIFY that before me, personally appeared PHILIP D. LEWIS  
 VICE President ~~XXXXXX~~ of ~~XXXXXX~~ LEWIS TERMINALS, INC.  
 authorized to do business in Florida to me known to be the persons described  
 a Corporation ~~organized under the laws of the State of~~ Florida  
 in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such  
 officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation and that said  
 instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Riviera Beach  
 in the County of Palm Beach and State of Florida, this 4th day of March

39 1959

NOTARY PUBLIC

Notary Public, State of Florida at Large  
 My Commission Expires June 21, 1959  
 Issued by American Surety Co.

*Dorothy P. Stephens*  
 Notary Public for the State of Florida

Recorded in Official Record Book  
 of Palm Beach County, Florida  
 J. ALEX ARNETTE  
 CLERK OF CIRCUIT COURT

4213

## BOUNDARY LINE AND LICENSE AGREEMENT

THIS BOUNDARY LINE AND LICENSE AGREEMENT (the "Agreement") is made this 15<sup>th</sup> day of July, 1990, by and between United Parcel Service, Inc. ("UPS"), an Ohio corporation, and You and Me Distribution Center, a Florida general partnership ("YMDC").

WHEREAS, UPS is the owner in fee of Lots 3 through 16, Block "A" as shown on "Plat No. 2-C Lewis Terminals", as Recorded in Plat Book 44, Pages 43, 44 and 45 of the Public Records of Palm Beach County, Florida (the "Property"), and

WHEREAS, YMDC is the owner in fee of Lots 1 and 2, Block A, Plat 2-C, Lewis Terminals, as Recorded on Page 44 of Plat Book 44, Public Records of Palm Beach County, Florida.

NOW THEREFORE, for the mutual benefit of UPS and YMDC, their successors and assigns, and in consideration of the sum of \$10.00 and other valuable considerations, it is hereby agreed:

(1) A 6 foot high chain link fence (the "Fence") has been constructed by YMDC on the property of UPS. The Fence encroaches upon a part of the southerly 2' of lot 3 (see the area shaded in red and cross-hatched on Exhibit "A", annexed hereto, the "Encroachment Area"). Through inadvertence, the Fence was erected by YMDC on the Property which is now owned by UPS. The intent of YMDC was to erect the Fence on the common boundary line of lot 2 (owned by YMDC) and lot 3 (owned by UPS).

(2) YMDC shall execute and deliver to UPS a Bill of Sale, Absolute in the form annexed hereto as Exhibit "B", transferring ownership of the Fence to UPS. This Agreement shall not become effective until UPS has actually received and is satisfied with the content of the aforesaid Bill of Sale, Absolute.

(3) YMDC shall properly maintain the appearance of the Encroachment Area and shall and does hereby agree to indemnify, defend and save and hold UPS harmless from and against any losses, damages, claims or lawsuits whatsoever arising out of or in any way connected with the use and occupancy of the Encroachment Area by YMDC, including but not limited to any losses or damages arising from the disposal by YMDC or its agents of any hazardous waste, substances, or petroleum products, on the Encroachment Area.

(4) UPS hereby grants YMDC a Revocable License (the "License") to occupy the Encroachment Area. However, it is expressly understood that this License shall not accord YMDC any of the following rights:

(a) The right to erect, place or build any improvements over, upon or across the Encroachment Area.

(b) Any right, title, claim or interest in the Encroachment Area other than as set forth in this Agreement.

(5) UPS reserves the right to terminate this Agreement at any time for any reason. Said termination shall be effective thirty (30) days after deposit in the U.S. mail of written notice, certified, return receipt requested, from UPS to YMDC. Upon the termination of this Agreement, UPS shall have the right, but not the obligation, to relocate the Fence, or to compel YMDC to relocate the Fence, in conformance with the proper boundary line set forth on Exhibit "A", in either case, at the expense of YMDC. The provisions of this subparagraph shall not be considered to be an election of remedies by UPS. UPS may take any remedial measures provided by law to enforce its rights pursuant to this Agreement and otherwise.

(6) Notices. Any notice required by this Agreement shall be addressed to:

UPS: Real Estate Manager  
United Parcel Service  
2801 Clearview Place, Room 100  
Doraville, GA 30340

and to

District Controller  
United Parcel Service  
6001 E. 8th Ave.  
Hialeah, FL 33013

YMDC: Kenneth U. Flood  
You & Me Distribution Center  
3735 Shares Place  
Riviera Beach, FL 33404

(7) This Agreement shall be recorded in the public records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed and their respective seals to be hereunto affixed as of the day and year first above written.

WITNESS

Brian L. Ruc  
Mark Wofford  
Rebecca Gray  
Theresa K. Brown

UNITED PARCEL SERVICE, INC.  
an Ohio corporation

By: Samuel A. Lockwood Seal  
Vice President  
SAMUEL A. LOCKWOOD

Attest: Rodney W. Webber  
Assistant Secretary  
Rodney W. Webber

YOU & ME DISTRIBUTION CENTER  
a Florida general partnership

Christy M. Clark  
David H. DeHaven

By: Kenneth U. Flood Seal  
General Partner

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me this 13  
day of JUNE, 1990 by AMUEL A. LOCKWOOD and ROSELYN W. WEBER,  
Vice President and Assistant Secretary, respectively of United Parcel  
Service, Inc, an Ohio corporation.

Margaret M. Haggerty  
~~Notary Public~~, State of Connecticut  
COMMISSIONER OF DEEDS

MARGARET M. HAGGERTY  
COMMISSIONER OF DEEDS  
My Commission Expires March 30, 1993



STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 15<sup>th</sup>  
day of JUNE, 1990 by Kenneth Flood, General  
Partner of You and Me Distribution Center, a Florida General  
Partnership, for and on behalf of said Partnership.



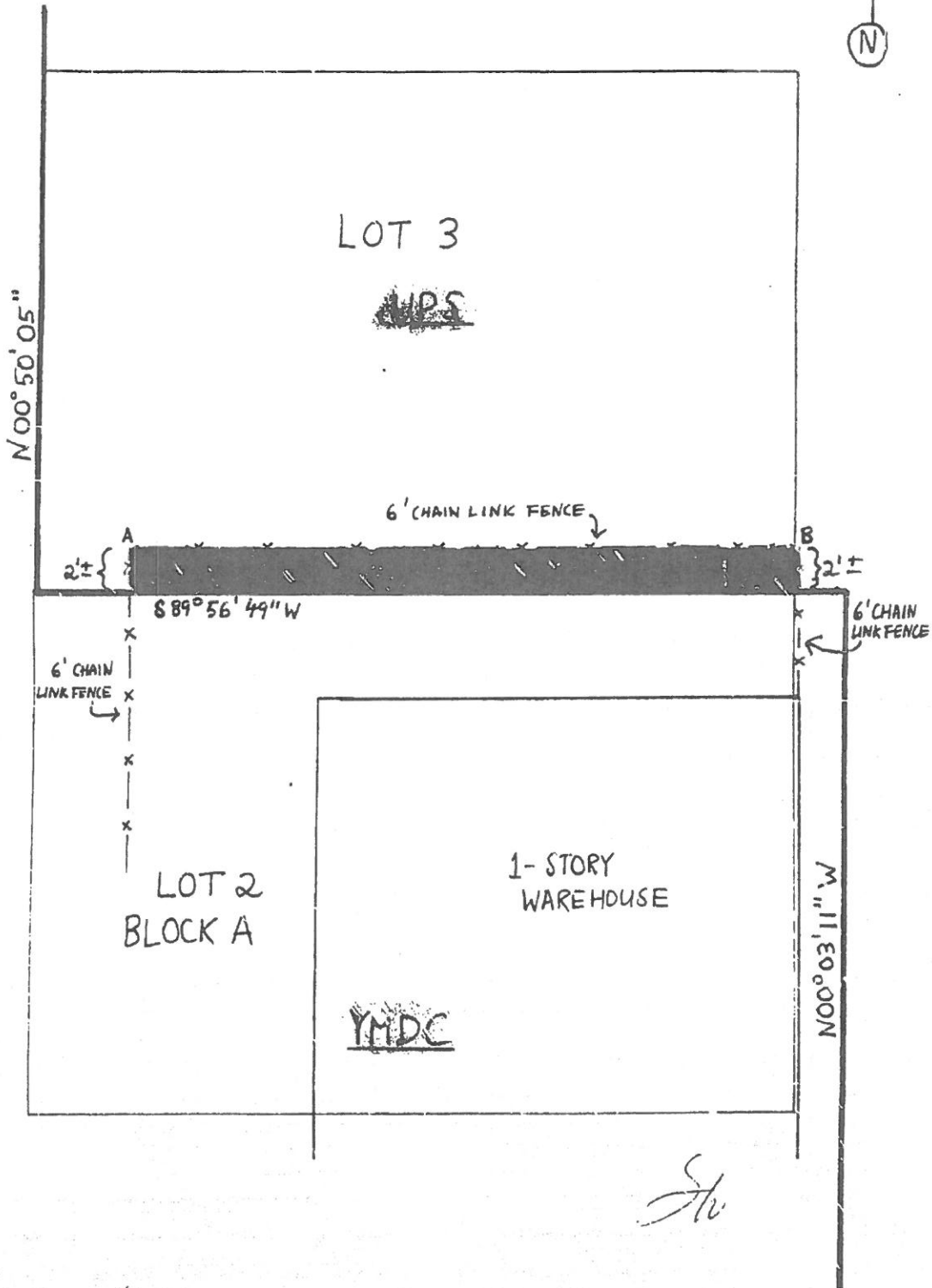
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES 3/22/91  
SIGNED THRU CORNELIUS JOHNSON & CLARK

Penelope Willard  
Notary Public, State of Florida

Prepared by and return to:

Julian Proctor, Esq.  
Ausley, McMullen, McGehee, Carothers & Proctor  
Washington Square Building  
227 S. Calhoun Street  
Tallahassee, Florida 32302

\*EXHIBIT "A"



\* THIS EXHIBIT IS NOT DRAWN TO SCALE.

AB = 300'±

**Know All Men by These Presents,** That You and Me Distribution

Center, a Florida general partnership, of the first part, for and in consideration of the sum of  
 One Dollar  
 lawful money of the United States, to paid by United Parcel Service, Inc., an  
 Ohio corporation, of the second  
 part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered,  
 and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second  
 part, its successors and assigns, the following  
 goods and chattels:

(1) A 6' high x 300'± long, chain link fence and all attachments  
 thereto, which is located on:

Lot 3 of Block "A" as shown on "Plat No. 2-C Lewis Terminals",  
 as Recorded in Plat Book 44, Pages 43, 44 and 45 of the Public Records of  
 Palm Beach County, Florida.

**To Have and to Hold** the same unto the said party of the second part, its  
 successors and assigns forever.

of the first part  
 AND the party/ does, for its successors  
 and assigns, covenant to and with the said party of the second part, its successors  
 and assigns, that it is the lawful owner of the said goods and  
 chattels; that they are free from all encumbrances; that it has good right to sell the  
 same aforesaid, and that it will warrant and defend the sale of the said property, goods and  
 chattels hereby made, unto the said party of the second part its successors  
 and assigns against the lawful claims and demands of all persons whomsoever.

**In Witness Whereof,** has hereunto set hand and  
 seal this 15<sup>th</sup> day of June, one thousand nine hundred and 90

Signed, sealed and delivered in presence of us.

YOU AND ME DISTRIBUTION CENTER, a  
 Florida general partnership (SEAL)

State of Florida

County of }

By: James H. Flood (SEAL)  
 As its Partner

RECORD VERIFIED  
 PALM BEACH COUNTY FLA  
 JOHN B. DUNKLE  
 CLERK CIRCUIT COURT

**I Hereby Certify** that on this day personally appeared before me, an officer duly authorized to  
 administer oaths and take acknowledgements, James H. Flood as a General Partner  
 of YOU AND ME DISTRIBUTION CENTER, a Florida general partnership, on behalf of the  
 partnership to me well known to be the person described in and who executed the foregoing Bill of Sale, and  
 acknowledged before me that executed the same freely and voluntarily for the purpose therein expressed.

**Witness** my hand and official seal at  
 County of Palm Beach and State of Florida, this 15<sup>th</sup> day of June  
 A.D. 19 90

My commission expires



NOTARY PUBLIC, STATE OF FLORIDA  
 MY COMMISSION EXPIRES 3/31/91  
 BONDED WITH LLOYD'S, THOMPSON & CARR

of Witness, Typing or Printing  
 necessary in this document  
 when received.



CFN 20040550126  
OR BK 17563 PG 1162  
RECORDED 09/24/2004 10:58:41  
Palm Beach County, Florida  
Dorothy H Wilken, Clerk of Court

Prepared by and return to:  
Phillip C. Gildan, Esq.  
Greenberg Traurig, P.A.  
777 South Flagler Drive, Suite 300 East  
West Palm Beach, Florida 33401  
(561) 650-7900  
WC#42

#### ASSIGNMENT OF EASEMENTS

THIS ASSIGNMENT OF EASEMENTS (this "Assignment") is made this 23<sup>rd</sup> day of September, 2004, by **CITY OF RIVIERA BEACH, FLORIDA**, a Florida municipal corporation, whose address is 600 West Blue Heron Blvd, Riviera Beach, Florida 33419 ("Assignor") to **CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT**, a legal entity and public body created pursuant to Chapter 189, Florida Statutes, whose address is 600 West Blue Heron Blvd, Riviera Beach, Florida 33419 ("Assignee"). Capitalized terms not defined herein shall have the meaning(s) ascribed to them in that certain Asset Purchase Agreement dated September 23, 2004 (the "Purchase Agreement").

**WHEREAS**, among the assets owned by Assignor and intended to be conveyed to Assignee, in accordance with the Purchase Agreement, are the rights of Assignor under those certain easements, licenses, prescriptive rights, rights-of-way, and other rights to use public and private roads, highways, streets, railroads and other areas owned or used by Assignor for the construction, ownership and operation of the District System Assets, as described in the Purchase Agreement (the "Easements"); and

**WHEREAS**, Assignor has agreed to transfer to Assignee all of the rights, title and interest of Assignor as grantee under the Easements, as legally described in Exhibit "A" attached hereto and made a part hereof.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, representations and agreements contained herein, together for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Assignor hereby quit claims, conveys and assigns unto Assignee, its successors and assigns, all right, title and interest of Assignor, if any, in the Easements, together with all other recorded or unrecorded rights, privileges, easements, licenses, prescriptive rights, rights-of-way, and rights to use public and private roads, highways, streets, railroads and other areas owned or used by Assignor in connection with the construction, reconstruction, installation, expansion, maintenance, and operation of the District System Assets; provided however that, other than as contained in the Purchase Agreement, Assignor makes no additional representation or warranty herein regarding the Easements.

2. Assignee hereby accepts the transfer and assignment of the Easements as set forth in Paragraph 1 herein, and assumes the performance, obligations, duties and liabilities of Assignor under such Easements as of the date hereof. As of the date of this Assignment, and pursuant to the



Purchase Agreement, Assignor's obligations and responsibilities to act under such Easements shall cease and terminate.

3. Assignor covenants and agrees with Assignee and its successors and assigns that Assignor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered any and all such further acts, instruments, papers and documents, as may be necessary, proper or convenient to carry out and effectuate the intent and purposes of this Assignment. Further, Assignor hereby irrevocably constitutes and appoints Assignee and its successors and assigns the true and lawful attorneys for Assignor to do all acts and things necessary under and pursuant to the Easements with like power and as fully as Assignor could or might have done.

4. This Assignment shall inure to the benefit of Assignee, its successors and permitted assigns, and shall bind Assignor and its successors and permitted assigns. This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

5. This Assignment shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Florida applicable to contracts made and to be performed within that state. Nothing herein shall be construed to waive any defense of sovereign immunity that Assignee may be lawfully entitled to assert under applicable Florida law.

6. If any term or provision of this Assignment shall, to any extent or for any reason, be held to be invalid or unenforceable, the remainder of this Assignment shall not be affected thereby and shall be construed as if such invalid or unenforceable provision had never been contained herein or been applicable in such circumstances.

7. This Assignment incorporates the Purchase Agreement and by reference all definitions, terms, provisions, conditions and limitations set forth therein. In the event of any conflict or inconsistency between the definitions, terms, provisions, conditions and limitations set forth in the Purchase Agreement and those which are set forth in this Assignment, the definitions, terms, provisions, conditions and limitations set forth in the Purchase Agreement shall supersede and prevail.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Assignment.

Executed as of the day and year first above written.

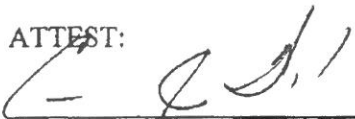
[Execution Page to Follow]

CITY OF RIVIERA BEACH, FLORIDA

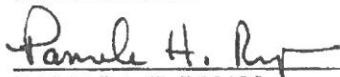
  
MICHAEL D. BROWN  
MAYOR

(MUNICIPAL SEAL)

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

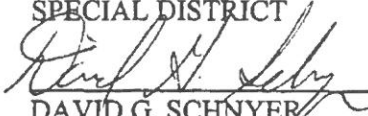
REVIEWED AS TO LEGAL  
SUFFICIENCY

  
PAMALA H. RYAN  
CITY ATTORNEY

APPROVED AS TO TERMS AND  
CONDITIONS


BY:   
DEPARTMENT DIRECTOR

CITY OF RIVIERA BEACH UTILITY  
SPECIAL DISTRICT

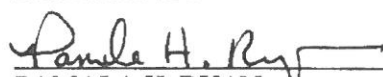
  
DAVID G. SCHNYER  
CHAIRPERSON

(DISTRICT SEAL)

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
DISTRICT CLERK

REVIEWED AS TO LEGAL  
SUFFICIENCY

  
PAMALA H. RYAN  
DISTRICT ATTORNEY

STATE OF FLORIDA

)

) ss.:

COUNTY OF PALM BEACH

)

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of September, 2004, by Michael D. Brown as the Mayor of the CITY OF RIVIERA BEACH, FLORIDA, a municipal corporation of the State of Florida. He is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]



Susan M. Maniscalco  
Print or Stamp Name: \_\_\_\_\_  
Notary Public - State of Florida  
My commission expires: \_\_\_\_\_  
Commission Number \_\_\_\_\_

STATE OF FLORIDA

)

) ss.:

COUNTY OF PALM BEACH

)

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of September, 2004, by David G. Schnyer as the Chairperson of the CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, a legal entity and public body created pursuant to Chapter 189, Florida Statutes. He is ☐ personally known to me or ☒ has produced Florida Driver's License as identification.

[NOTARIAL SEAL]



Susan M. Maniscalco  
Print or Stamp Name: \_\_\_\_\_  
Notary Public - State of Florida  
My commission expires: \_\_\_\_\_  
Commission Number \_\_\_\_\_

**EXHIBIT "A"**

**THE EASEMENTS**

1. Easement(s) dedicated on the Plat of Palm Beach Isles, recorded in Plat Book 27, Page 8, Public Records of Palm Beach County, Florida;
2. Easement(s) dedicated on the Plat of Yacht Harbor Manor, recorded in Plat Book 25, Page 1, Public Records of Palm Beach County, Florida;
3. Easement(s) dedicated on the Plat of Palm Beach Isles Amended Plat No. 2, recorded in Plat Book 26, Pages 39 and 40, Public Records of Palm Beach County, Florida;
4. Easement(s) dedicated on the Plat of Harmony Heights, recorded in Plat Book 24, Page 15, Public Records of Palm Beach County, Florida;
5. Easement referenced in Easement to the City of Riviera Beach, reserved in Special Warranty Deed 2268, Page 1201, Public Records of Palm Beach County, Florida;
6. Easement(s) dedicated on the Plat of Plat No. 1 Central Industrial Park, recorded in Plat Book 30, Page 37, Public Records of Palm Beach County, Florida;
7. Easement(s) dedicated on the Plat of North County P.U.D. Plat No. 1, recorded in Plat Book 94, Pages 160 through 165, Public Records of Palm Beach County, Florida;
8. Easement(s) dedicated on the Plat of Westroads, Postal Tract, recorded in Plat Book 40, Page 19, Public Records of Palm Beach County, Florida;
9. Easement(s) dedicated on the Plat of Plat No. 2, Westroads Business and Industrial Park, recorded in Plat Book 29, Page 193, Public Records of Palm Beach County, Florida;
10. Easement(s) dedicated on the Plat of Westside Estates, recorded in Plat Book 31, Page 81, Public Records of Palm Beach County, Florida;
11. Easement(s) dedicated on the Plat of Congress Park, recorded in Plat Book 52, Pages 197 and 198, Public Records of Palm Beach County, Florida;
12. Easement(s) dedicated on the Plat of Lone Pine Golf Course, recorded in Plat Book 34, Page 45, Public Records of Palm Beach County, Florida;

13. Easement(s) dedicated on the Plat of Futura Industrial Subdivision, recorded in Plat Book 31, Page 175, Public Records of Palm Beach County, Florida;
14. Easement(s) dedicated on the Plat of Port Commerce Center II, recorded in Plat Book 64, Pages 111 and 112, Public Records of Palm Beach County, Florida;
15. Easement(s) dedicated on the Plat of Central Industrial Park, North, recorded in Plat Book 38, Pages 81 through 83, Public Records of Palm Beach County, Florida;
16. Easement(s) dedicated on the Plat of Plat No. 2 of Central Industrial Park, North, (A P.I.D.), recorded in Plat Book 51 , Pages 121 through 123, Public Records of Palm Beach County, Florida;
17. Easement referenced in Grant of Easement to the City of Riviera Beach recorded in Official Records Book 4298, Page 1643, Public Records of Palm Beach County, Florida;
18. Easement referenced in Easement Deed to the City of Riviera Beach recorded in Official Records Book 4692, Page 575, Public Records of Palm Beach County, Florida;
19. Easement(s) dedicated on the Plat of Plat No. 2-C, Lewis Terminals, recorded in Plat Book 44, Page 43, Public Records of Palm Beach County, Florida;
20. Easement(s) dedicated on the Plat of Port Commerce Center, recorded in Plat Book 46, Pages 79 and 80, Public Records of Palm Beach County, Florida;
21. Easement(s) dedicated on the Plat of 7200 Military Trail, recorded in Plat Book 48 , Page 184 and 185, Public Records of Palm Beach County, Florida;
22. Easement(s) dedicated on the Plat of Wedgewood Plaza, recorded in Plat Book 56, Pages 72 through 74, Public Records of Palm Beach County, Florida;
23. Easement(s) dedicated on the Plat of Woods Edge, recorded in Plat Book 50, Pages 130 and 131, Public Records of Palm Beach County, Florida;
24. Easement(s) dedicated on the Plat of Cypress Run, recorded in Plat Book 66, Pages 150 through 153, Public Records of Palm Beach County, Florida;
25. Easement(s) dedicated on the Plat of Gramercy Park, Unit 4, recorded in Plat Book 28, Page 76, Public Records of Palm Beach County, Florida;
26. Easement referenced in Deed to the City of Riviera Beach, recorded in Official Records Book 4712, Page 667, Public Records of Palm Beach County, Florida;
27. Easement referenced in and affected by Tract "R-2" Lift Station Utility Easement Agreement, recorded in Official Records Book 10091, Page 79, Public Records of Palm Beach County, Florida;

28. Easement(s) dedicated on the Plat of Woodbine, recorded in Plat Book 72, Page 46, Public Records of Palm Beach County, Florida;
29. Easement referenced in Deed of Easement recorded in Official Records Book 6118, Page 1102, Public Records of Palm Beach County, Florida;
30. Easement referenced in Deed of Easement recorded in Official Records Book 7155, Page 1101, Public Records of Palm Beach County, Florida;
31. Easement referenced in Easement Deed recorded in Official Records Book 6841, Page 1218, Public Records of Palm Beach County, Florida;
32. Easement(s) dedicated on the Plat of Port Commerce Center III, recorded in Plat Book 58, Pages 58 and 59, Public Records of Palm Beach County, Florida.
33. All other rights of Assignor under any easements, licenses, prescriptive rights, rights-of-way, and other rights to use public and private roads, highways, streets, railroads and other areas owned or used by Assignor for the construction, ownership and operation of the District System Assets.

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OR BK 15893 PG 0900  
Palm Beach County, Florida

IN THE COUNTY COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,  
IN AND FOR PALM BEACH COUNTY, FLORIDA

502003SC011661XXS2RTJ  
CASE NO.: 2003CC011661-RT

BRADLEY SCOTT WORKMAN,  
Plaintiff,

v.

UNITED PARCEL SERVICE, INC.,  
Defendant.

Entry By  
CB  
Docket pop

FILED FOR RECORD  
2003 SEP 16 PM 12:22  
CLERK OF COURT  
P.B. CO. FLA.  
COUNTY CIVIL-HALL 6

FINAL JUDGMENT

THIS MATTER came before the Court for trial on September 2, 2003. Plaintiff appeared. Defendant failed to appear. Based upon the evidence and testimony presented, it is thereupon;

ORDERED AND ADJUDGED that the Plaintiff, BRADLEY SCOTT WORKMAN, recover from the Defendant, UNITED PARCEL SERVICE, INC, the principal sum of \$1,287.00, with court costs of \$105.00, for a total of \$1,392.00, that shall bear interest at the rate of 6% per annum, for which sum let execution issue.

DONE AND ORDERED, in chambers, at West Palm Beach, Palm Beach County, Florida, this 17 day of September 2003.

PETER M. EVANS  
County Court Judge

6



Page 2  
Case No. 2003CC011661 RJ  
Final Judgment

**Copies Furnished:**

Bradley Scott Workman  
P.O. Box 16891  
West Palm Beach, FL 33416

United Parcel Service, Inc.  
c/o Violet White  
6001 East 8<sup>th</sup> Avenue  
Hialeah, FL 33013-1109

David Ellison +  
Carol Ellison

Plaintiff,

IN THE COUNTY COURT IN AND  
FOR PALM BEACH COUNTY, FL  
CIVIL DIVISION RJ  
CASE NO. 50 2008 SC 008880

XXXX MB

vs.  
United Parcel Service  
Defendant(s).

FILE FOR RECORD  
2009 MAR -4 P112:27  
CLERK OF COURT  
PALM BEACH COUNTY, FL  
COUNTY CIVIL INTAKE

**FINAL JUDGMENT FOR DAMAGES**

THIS CAUSE came before the Court on March 4, 2009.

It is hereby

ORDERED AND ADJUDGED that Plaintiff(s), David & Carol Ellison,  
recover from the Defendant(s), United Parcel Service,  
the amount of \$ 2,163.50 damages and \$ 175.00 court costs, all of which  
shall bear interest at the rate of 11% for the current year and thereafter at the prevailing rate per  
year as provided by Florida Statute, for all of which let execution issue.

It is further ORDERED AND ADJUDGED that the Defendant shall complete the  
attached Fact Information Sheet and return it to the Plaintiff, or the Plaintiff's attorney if  
represented, and file a copy with the Clerk of Court, **within 45 days** from the date of this Final  
Judgment, unless the Final Judgment is satisfied or a motion for new trial or notice of appeal is  
filed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the  
Defendant(s) to complete form 7.434 and return it to the Plaintiff, Plaintiff's attorney, and the  
Clerk of Court.

**DONE AND ORDERED** in Chambers at West Palm Beach, Palm Beach County,  
Florida this 4<sup>th</sup> day of March, 2009.

Frank S. Castor  
FRANK S. CASTOR  
COUNTY COURT JUDGE

Copies Furnished:  
☒ Plaintiff  
☐ Defendant  
mi/

IN THE COUNTY COURT IN AND  
FOR PALM BEACH COUNTY, FL  
CIVIL DIVISION RJ  
CASE NO. 502010SC013639XXXXMB

Roy Talmo,  
Plaintiff,  
vs.  
UPS (United Parcel Services),  
Defendant.

SHARON R. BOCK  
CLERK & COMPTROLLER  
PALM BEACH COUNTY, FL  
COUNTY CIVIL INTAKE

2011 FEB 14 AM 9:28

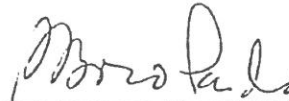
FOR RECORD

FINAL JUDGMENT

THIS CAUSE came before the Court on February 8, 2011 for pretrial hearing after due notice to Plaintiff and Defendant. With Plaintiff present, Defendant, UPS (United Parcel Services), failed to appear. Based upon the failure to appear, a default is entered against the Defendant. Upon said default and evidence received, it is hereby

**ORDERED AND ADJUDGED** that Plaintiff, Roy Talmo, recovers from the Defendant, UPS (United Parcel Services), the principal sum of \$450.00 and costs of ~~\$140.00~~ <sup>\$130.00</sup>, which shall bear interest at the rate of 6% per year, for which let execution issue.

**DONE AND ORDERED** in Chambers at West Palm Beach, Palm Beach County, Florida this 11 day of February, 2011.



SANDRA BOSSO-PARDO  
County Court Judge

**Copies Furnished:**

Roy Talmo, 12539 Acme Dairy Road, Boynton Beach, FL 33473  
UPS (United Parcel Service), c/o Registered Agent, Corporation Service Co.,  
1201 Hays St., Tallahassee, FL 32301-2515

ARCADIS

Appendix D

## ENGINEERING CONTROL MAINTENANCE PLAN

Property Located at:  
UPS - Riviera Beach Facility  
2001 Avenue P  
Riviera Beach, Palm Beach County, FL  
FDEP ID #50/9100672

### Introduction

This document is the Engineering Control Maintenance Plan (ECMP) for an impervious surface engineering control (concrete and/or asphalt) at the above-referenced property in accordance with the requirements of Chapter 62-770.680 (2), Florida Administrative Code (F.A.C.). The maintenance activities related to the integrity and maintenance of the existing engineering control occupying the area over the soil with impact above the Chapter 62-777, F.A.C. Table II Soil Cleanup Target Levels on-site.

More site-specific information about this property may be found at:  
Florida Department of Environmental Protection (FDEP) web database of contaminated sites:  
<http://dwmedms.dep.state.fl.us/Oculus/servlet/login>

### Description of Impacted Area

Concentrations of total xylenes, naphthalene, 1-methylnaphthalene, and total recoverable petroleum hydrocarbons (TRPH) exceeded the applicable Soil Cleanup Target Levels (CTLs) for leachability based on groundwater criteria as listed in Table II of Chapter 62-777, Florida Administrative Code (FAC), in the SB-2 soil sample collected from a depth of 0 to 1 feet below sand surface. The soil sample collected from SB-2 also contained TRPH concentrations above the applicable Soil CTLs for direct exposure residential criteria as listed in Table II of Chapter 62-777, FAC. Soil impacts have been delineated and appear confined to the southernmost tank pit area. This area is depicted on the boundary and topographic survey figure attached in the Declaration of Restrictive Covenant (DRC) as Exhibit B. The impervious surface consists of asphalt and concrete.

The institutional and engineering controls implemented for the subject site extend to the edge of the asphalt and concrete to the east and to the north, west, and south as depicted in Exhibit B. The restrictive portion of this property has an eastern perimeter consisting of a grassy area with a grassy drainage swale along the property boundary. This area has no reported soil impacts and therefore are not included as part of the engineering control. The impervious surface over the impacted soil serves as a barrier to prevent direct human contact with impacted soil that might otherwise pose a

threat to human health. Based on the current and future use of the property, the barriers should function as intended unless disturbed.

### **Certification of Engineering Control**

This engineering control maintenance plan was reviewed and approved by a Professional Engineer (PE). The Engineering Control Maintenance Plan, PE certification is included as page four of this document.

### **Inspection Frequency**

The impervious surface overlying the impacted soil as depicted in Exhibit B will be inspected at least once per year, for deterioration, cracks and other potential problems that can cause exposure to underlying soils as per the FDEP: Division of Waste Management: Institutional Controls Procedure document attachment 31: Engineering controls reporting and monitoring requirements dated October 27, 2010. The inspections will be performed by the property owner or their designated representative. The inspections will be performed to evaluate damage due to settling, exposure to the weather, wear from traffic, increasing age and other factors. Any area where soils have become or are likely to become exposed will be documented. A log of the inspections and any repairs will be maintained by the property owner. The log will include recommendations for necessary repair of any areas where underlying soils are exposed. Once repairs are completed, they will be documented in the inspection log. A copy of the inspection log will be kept at the address of the property owner and available for submittal or inspection by Palm Beach County Department of Environmental Resources Management (DER) representatives upon their request.

### **Maintenance Activities**

If problems are noted during the one year inspection cycle, repairs will be scheduled as soon as practical. Repairs can include patching and filling, larger resurfacing, and/or construction operations. In the event that necessary maintenance activities expose the underlying soil, the owner must inform maintenance workers of the direct contact exposure hazard and provide them with appropriate personal protection equipment ("PPE"). The owner must also sample

(laboratory analysis) any soil that is excavated from the site prior to disposal to ascertain if impacted soil remains on-site. The soil must be treated, stored and disposed of by the owner in accordance with applicable local, state and federal law.

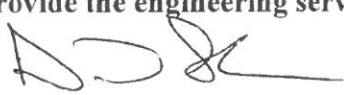
In the event the impervious surface overlying the impacted soil are removed or replaced, the replacement barrier must be equally impervious. Any replacement barrier will be subject to the same maintenance and inspection guidelines as outlined in this ECMP unless indicated otherwise by the FDEP or its successor. The property owner, in order to maintain the integrity of the impervious surface, will maintain a copy of this ECMP on-site and make it available to all interested parties (i.e. on-site employees, contractors, future property owners, and county and/or state regulators etc.) for viewing. The following activities are prohibited on any portion of the property where pavement, a building foundation, soil cover, and/or engineered cap is required as depicted on Exhibit B, unless prior written approval has been obtained from the FDEP and DER: 1) removal of the existing barrier; 2) replacement with another barrier; 3) excavating or grading of the land surface; 4) filling on capped or paved areas; 5) plowing for agricultural cultivation; or 6) construction or placement of a building or other structure. This ECMP can be amended or withdrawn by the property owner and its successors with the written approval of the FDEP.



**CERTIFICATION**  
**FLORIDA REGISTERED PROFESSIONAL ENGINEER**  
**ENGINEERING CONTROL MAINTENANCE PLAN**  
**UNITED PARCEL SERVICE – RIVIERA BEACH FACILITY**  
**2001 AVENUE P**  
**RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA**

**FDEP FACILITY ID NO. 50/9100672**

“I, David Sonders, P.E. #66365, certify that I currently hold an active license in the state of Florida and am competent through education or experience to provide the engineering service contained in this report. I further certify that, in my professional judgment, this report meets the requirements of the applicable sections of Chapter 62-770 Florida Administrative Code, and was prepared by me or under my responsible charge. Moreover, I certify that Arcadis U.S., Inc. holds an active certificate of authorization #7917 to provide the engineering service.”

  
David Sonders, P.E.  
Senior Environmental Engineer  
License No. 66365  
Date: 4/25/13

