

**CONDITIONAL CLOSURE RESTRICTIVE COVENANT
ONLY FOR USE WITH A CCA PER RULE 62-772.401
NOT APPLICABLE FOR RULE 62-780**

This instrument prepared by:

Name J. Scott Herring

Company (if applicable) Hernando County

Mailing address 15470 Flight Path Drive

Brooksville, Florida 34604

DECLARATION OF INTERIM RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made by

Hernando County *{{if applicable "a/an _____"}}*

{{Full Name of all Property Owners above}} {{if owner is an LLC or a corporation please insert above}}

(hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP"). This Declaration is neither extinguished nor affected by the Marketable Record Title Act pursuant to section 712.03, Florida Statutes (F.S.).

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of Hernando, State of Florida, County Property Appraiser's parcel number R22 222 19 1480 0100 0010 more particularly described in the legal description that is recorded in County of Hernando book 332 and page 67 Exhibit "1" (copy of the current deed to the property) attached hereto and made a part hereof (hereinafter the "Property");

B. The FDEP Facility Identification Number for the Property is 278841330. The facility name at the time of this Declaration is Hernando County Property. This Declaration addresses the discharge(s) reported to the FDEP on the following date(s) 1/12/2023.

C. The discharge report(s) set forth what was known about the contamination on the Property at the time of the report. These reports confirm that contaminants as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exist on the Property. The FDEP makes no representations that the restrictions contained herein are sufficient to protect human health and the environment.

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

E. FDEP has agreed to a Conditional Closure Agreement (CCA), pursuant to Rule 62-772.401, F.A.C., upon recordation of this Declaration. FDEP can unilaterally revoke the CCA if the conditions of this Declaration or the CCA are not met.

F. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property that the Property be held subject to certain restrictions, all of which are more particularly hereinafter set forth. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

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

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

GROUNDWATER USE RESTRICTIONS.

Wells. There shall be no drilling for water conducted on the Property, nor shall any wells be installed on the Property, other than monitoring or other wells pre-approved in writing by FDEP's Division of Waste Management (FDEP DWM), in addition to any authorizations required by the Division of Water Resource Management and the Florida Water Management Districts. If an existing well is located at the Property, it is understood that the contamination at the site may pose a risk to this well and use of the well may pose a risk of exposure from the contamination.

Stormwater. Additionally, there shall be no new stormwater swales, stormwater detention or retention facilities, or ditches (stormwater facilities) on the Property. Construction or expansion of stormwater facilities on the property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment.

Dewatering. For any dewatering activities, a plan signed and sealed by a Florida-registered professional engineer or Florida-registered professional geologist that ensures the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated must be submitted to FDEP's DWM. FDEP DWM will keep the plan in the site file as documentation of site conditions and will rely on this professional certification. In addition, other federal, state, or local permits, laws and regulations may apply to this activity. A copy of all permits obtained for the implementation of dewatering must be provided along with the plan submitted to FDEP's DWM.

SOIL RESTRICTIONS. Soil contamination may exist on the Property, therefore, to reduce the risk of exposure to those using the property, the owner shall ensure that following uses of the property are limited including: residential, recreational, gardening, or other uses that may expose people to contaminated soil. Grantor needs to ensure that the Property is used appropriately considering this risk.

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

4. It is the Intention of GRANTOR that this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 6 hereof. These restrictions may also be enforced in a court of competent

jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property.

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

6. 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 FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.

7. 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.

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

ATTACH AS EXHIBIT 1 THE CURRENT DEED TO PROPERTY

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Hernando County (Grantor) has executed this instrument, this 26th day of September, 2023.

GRANTOR [Signature] Print Name: John Allocco, Chairman
Signature

Print or Type Company Name & title (if applicable): Hernando County Board of County Commissioners
Print or Type Full Mailing Address: 15470 Flight Path Drive, Brooksville, FL 34604

Signed, sealed and delivered in the presence of:

[Signature] Date: 9/26/2023 9/12/2023^{cc}
Witness
Print Name: Colleen Conko

[Signature] Date: 9/26/2023 9/12/2023^{cc}
Witness
Print Name: HEIDI KURPPE

STATE OF FLORIDA
COUNTY OF HERNANDO

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BY [Signature]
County Attorney's Office

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26th day of September, 2023, by John Allocco or by John Allocco as Chairman for Hernando County BOCC.

Personally Known OR Produced Identification
Type of Identification Produced _____

[Signature]
Signature of Notary Public
Colleen Conko
Print Name of Notary Public
Commission No. 6-27-2026
Commission Expires: 11/29/2029

COLLEEN CONKO
Notary Public - State of Florida
Commission # HH 281269
My Comm. Expires Jun 27, 2026
Bonded through National Notary Assn.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this 13 day of October, 2023

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]

Signature

Name: Natasha Lampkin

Title: Program Administrator

Petroleum Restoration Program

2600 Blair Stone Road, Mail Station 4545

Tallahassee, Florida 32399-2400

Signed, sealed and delivered in the presence of:

Witness: [Signature] Date: 10.13.23

Print Name: Jennifer Jones

Witness: [Signature] Date: 10.13.2023

Print Name: JANICE PORTO

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence or

online notarization, this 13th day of October, 2023, by Natasha Lampkin
as representative for the Florida Department of Environmental Protection.

Personally Known OR Produced Identification
Type of Identification Produced _____

[Signature]

Signature of Notary Public

[Signature]

Print Name of Notary Public

Commission No. HH316191

Commission Expires: 9/25/2026



BRITTANY WRIGHT
91
Expires September 25, 2026



BRITTANY WRIGHT
Commission # HH 316191
Expires September 25, 2026

EXHIBIT 1

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WARRANTY DEED

Rec. No
Dec
499 SD
Stor
193 IS

This Indenture, Made this 22nd day of January, A. D. 1974.

Between FLORIDA MINING & MATERIALS CORP., a Florida corporation (formerly Brooksville Rock Co., Inc., a Florida corporation)

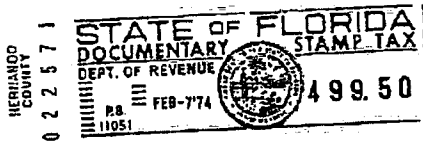
of the County of Hillsborough and State of Florida
part Y of the first part, and HERNANDO COUNTY, a Political Subdivision of the State of Florida
whose mailing address is

of the County of Hernando and State of Florida

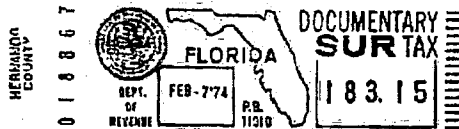
part Y of the second part, Witnesseth, that the said part t of the first part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other good and valuable considerations to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do es grant, bargain, sell, convey and confirm unto the said part Y of the second part and its heirs and assigns forever, all that certain parcel of land lying and being in the County of HERNANDO and State of FLORIDA, more particularly described as follows:

All of Block 11 of the ORIGINAL TOWN OF BROOKSVILLE, as per plat thereof, recorded in Plat Book 3, page 1, of the Public Records of Hernando County, Florida

Hold for Brooksville



FILED FOR RECORD
HAROLD WILLIAM STEVEN GILMAN
HERNANDO COUNTY, FLA.
74 FEB 7 PM 3 29



* and subsequent years.

Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining: To Have and to Hold the same in fee simple forever.

And the said part Y of the first part do es covenant with the said part y of the second part that it is lawfully seized of the said premises, that they are free from all encumbrances except taxes for 1974 * and that it has good right and lawful authority to sell the same; and the said part Y of the first part do es hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said part Y of the first part ha s hereunto set its hand and seal the day and year above written.

Signed, sealed and delivered in our presence:

Virginia G. Schwab
Dita C. Rogers

FLORIDA MINING & MATERIALS CORP.
By: [Signature] President
ATTEST: James E. Holmes Ass't. Secretary

This Instrument prepared by: J.E. HOLMES, ATTY.
Address P.O. BOX 1050 TAMPA, FLA. 33601

State of FLORIDA
County of HILLSBOROUGH

I Hereby Certify, That on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared
T. E. Bronson and James E. Holmes, respectively President and Ass't. Secretary of Florida Mining & Materials Corp., a Florida corporation
to me known to be the person s described in and who executed the foregoing instrument and
they acknowledged before me that they executed the same, and affixed its corporate seal thereto.

Witness my hand and official seal in the County and State last aforesaid this 22nd
day of January, A. D. 19 74 .

Virginia G. Schmitt
Notary Public
My commission expires *Oct. 17, 1975*

RECORD VERIFIED
HAROLD WILLIAM BROWN
CLERK

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DM
D.C.

(CAN)

Date	Abstract of Description	To	Warrantly Deed

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