

**MEMORANDUM OF AGREEMENT FOR
LAND USE CONTROLS FOR THE PORT OF PENSACOLA**

This MEMORANDUM OF AGREEMENT FOR LAND USE CONTROLS (“MOA”) made pursuant to Section 376.30701, Florida Statutes (“F.S.”), and Chapter 62-780 of the Florida Administrative Code (“F.A.C.”), between the “Parties,” CITY OF PENSACOLA (“CITY”), a Florida municipal corporation with powers pursuant to Section 166.021, Florida Statutes, and the Florida Department of Environmental Protection (the “DEPARTMENT”), a public agency of the state of Florida.

RECITALS:

- A. WHEREAS, the Port of Pensacola (“PORT”) plays a critical role in the state of Florida's economy by providing opportunities for job growth and additional revenue;
- B. WHEREAS, the expansion of the Panama Canal in 2016 offers significant new global opportunity and increased maritime business for the state of Florida because of its location;
- C. WHEREAS, the DEPARTMENT aims to balance the interests of PORT expansion, the potential for growth of commerce, and the state of Florida's economy with effectively managing present and future contamination discovered within the PORT;
- D. WHEREAS, the PORT is a municipal enterprise of the CITY;
- E. WHEREAS, the CITY is the fee simple owner of that certain real property situated in the County of Escambia, state of Florida, more particularly described in Exhibit “A” attached hereto and made a part hereof (“PORT PROPERTY”);
- F. WHEREAS, the PORT PROPERTY has controlled access in its industrial and berthing areas;
- G. WHEREAS, PORT PROPERTY land use is exclusively commercial or industrial;
- H. WHEREAS, the PORT has adopted its Terminal Tariff, that is applicable at all PORT tenants and facilities. Currently PORT tenants, pursuant to their lease agreements, must comply with the Terminal Tariff as it may be revised from time to time;
- I. WHEREAS, the PORT agrees to revise its Terminal Tariff to include this MOA;
- J. WHEREAS, the PORT has numerous tenants that operate separate facilities within the PORT PROPERTY, and each of these facilities is performing commercial or industrial uses;
- K. WHEREAS, the PORT intends to construct subsurface vaults or pits in the near future and those projects will require access to shallow groundwater and involve dewatering;
- L. WHEREAS, Facility Names and Identification Numbers, or other similar tracking numbers, and a Person Responsible for Site Rehabilitation (“PRSR”) for each contaminated facility within the PORT subject to this MOA are set forth in Exhibit “B” attached hereto and made a part hereof.

- M. WHEREAS, Contamination, as defined by Rule 62-780.200, F.A.C., currently exists on portions of the PORT PROPERTY and is documented by reference to each contaminated facility's tracking number in reports found on file in the DEPARTMENT's electronic document management system;
- N. WHEREAS, assessments have been completed and are ongoing on PORT PROPERTY at various facilities for existing contamination pursuant to Chapter 62-780, F.A.C., and Chapter 62-777, F.A.C., and it has been determined by the DEPARTMENT that Institutional Controls ("ICs") are appropriate on PORT PROPERTY;
- O. WHEREAS, pursuant to the revised Terminal Tariff, future assessment work will be completed on PORT PROPERTY pursuant to Rule 62-780.600, F.A.C., any other applicable local, state, and federal requirements, and this MOA;
- P. WHEREAS, the DEPARTMENT is authorized to move monitoring points to the edge of the plume, PORT PROPERTY, or facility boundary, as appropriate, while cleanup or monitoring is proceeding;
- Q. WHEREAS, it is a purpose of this MOA to enable the PORT and other PRSRs operating within the PORT PROPERTY to expeditiously complete the assessment of contamination and reduce or eliminate the threat of migration of the contaminants; and
- R. WHEREAS, the PORT and the DEPARTMENT have agreed to a procedure, set forth herein, that: 1) will allow the PORT to expedite and more cost effectively perform contamination assessments on PORT PROPERTIES; 2) uses and applies ICs as part of the site rehabilitation process; 3) will allow the DEPARTMENT to ensure the long-term integrity of the IC; and 4) will ensure that the risk to human health and the environment from contamination is effectively managed.

NOW THEREFORE, THE CITY and THE DEPARTMENT, in consideration of the recitals above and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, agree as follows:

- 1. The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. In the remaining paragraphs, all references to the CITY and the DEPARTMENT shall also mean and include their respective successors and assigns. References to the PORT shall mean and include the PORT or PORT PROPERTY depending on the context.

PART I

Institutional Controls

- 1. Pursuant to the terms and conditions of this MOA, the CITY hereby imposes the following restrictions on the PORT PROPERTY:
 - a. There shall be no access to groundwater under the PORT PROPERTY. There shall be no drilling for water conducted on the PORT PROPERTY; nor shall

any wells be installed on the PORT PROPERTY other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management ("DWM"), in addition to any authorizations required by the Division of Water Resource Management ("DWRM") or the applicable Florida Water Management District ("WMD").

- b. Any contaminated groundwater extracted as a result of dewatering activities associated with PORT PROPERTY construction work must be treated to or meet applicable standards before discharge. If discharging to surface waters, any discharge shall be governed by applicable law.
- c. Stormwater swales, stormwater detention and retention facilities, and ditches on the PORT PROPERTY are illustrated in Exhibit "C." Such existing stormwater features, if located in a facility listed in Exhibit "B" where contamination is known to exist may be modified to accommodate PORT expansion or necessary stormwater conveyance and treatment infrastructure upgrades as long as the PORT obtains a certification from a licensed professional engineer that exposure to potentially contaminated soil and groundwater is addressed in accordance with applicable regulations, and as long as it is evaluated as part of the design that the modifications do not cause migration of any known groundwater plume. The same control applies to the construction of new stormwater conveyance swales, ditches, and detention and retention facilities. This does not free or exempt the PORT from complying with any written approvals or authorizations imposed by the DWRM or WMD. Such prior written approval(s) or authorizations would be provided to the PORT within timeframes applicable to the processing of any related requests to the Department for permit(s) administered by the DWRM or the WMD.
- d. Soil contamination has been identified on the PORT PROPERTY and is described in the documents on file with the DWM for listed contaminated facilities. Should soil contamination levels at these sites exceed the Commercial/Industrial Direct Exposure limits, the PORT or the responsible party shall address the contamination through remediation or engineering controls approved by the DEPARTMENT. Engineering controls and engineering controls management plans shall be attached to and incorporated within this MOA as Exhibit "D" when approved by the DEPARTMENT.
- e. Excavation and construction is not prohibited on the PORT PROPERTY, provided any known contaminated soils that are excavated are properly managed or disposed of pursuant to applicable local, state, and federal requirements. Nothing herein shall limit any legal requirements regarding construction methods or precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas. Temporary storage or stockpiling of contaminated soil or sediment shall be conducted in accordance with Rule 62-780.500(5)(a)(7), F.A.C., in the same area where the contaminated soils were removed. Returning contaminated soils to the excavation site within a soil contamination area shall be allowed by the DEPARTMENT, provided that the PORT or other PRSR ensures that a completed exposure pathway does not exist.
- f. During the term of this MOA, the PORT PROPERTY shall be used only for industrial or commercial uses and PORT or PORT-related uses. The Department

must be notified of land uses other than industrial or commercial and may object to these proposed alternate land uses.

PART II

Assessment and Points of Compliance

1. PORT surface waters shall meet the applicable surface water Cleanup Target Levels as specified in Chapter 62-777, F.A.C., Table I, marine surface water criteria column. Where surface water may be exposed to contaminated groundwater, the point of measuring compliance with the surface water standards shall be in the groundwater from the landward side immediately adjacent to the surface water body.
2. During the assessment of a facility, the CITY or other responsible party conducting the assessment may, with PORT's permission, move the monitoring point to the edge of a facility boundary if the following criteria are met:
 - a. Soil contamination levels do not exceed the Commercial/Industrial Direct Exposure criteria set forth in Rule 62-777.170, Table II, DEPARTMENT approved alternative Soil Cleanup Target Levels for a given facility, or engineering controls approved by the DEPARTMENT and incorporated herein are in effect;
 - b. The source of any continuing discharge has been eliminated, the CITY or PRSR shows that the groundwater plume is stable or shrinking, and the CITY or PRSR demonstrates that surface waters are not negatively affected; and
 - c. If extending the monitoring point to a PORT PROPERTY boundary, contamination above applicable cleanup target levels in any medium does not extend beyond a PORT PROPERTY boundary.
3. Should the CITY elect to move the monitoring point to a facility or a PORT PROPERTY boundary, the CITY or designated responsible party must evaluate groundwater plume migration and groundwater quality at the new monitoring point for an agreed upon frequency of time and duration.
4. After the criteria of Part II(2) are met, no further assessment of the degree and extent of soil contamination will be required by the DEPARTMENT if soil contamination levels are less than the Commercial/Industrial Direct Exposure criteria or approved alternative Soil Cleanup Target Levels for a given facility, and if soil contamination levels at the PORT PROPERTY boundary do not exceed the Residential Direct Exposure criteria or background for the contaminant(s) of concern.
5. For the purposes of expediting assessment and cleanup, the DEPARTMENT will accept Combined Documents in accordance with Rule 62-780.450, F.A.C.
6. The CITY reserves the right to apply the terms of this MOA to facilities within the PORT PROPERTY. By reserving this right, PRSRs responding to releases on the PORT PROPERTY require the CITY'S express authorization to utilize this MOA when conducting site rehabilitation pursuant to DEPARTMENT rules.

PART III

General

1. Promptly after complete execution of this MOA, the CITY shall incorporate the MOA in its Terminal Tariff, which is adopted and maintained in accordance with Section 10-3 of the Pensacola Municipal Code. The Terminal Tariff shall be publicly available through the PORT's web site. The CITY shall provide notice of this MOA to all tenants under lease, other leaseholders, and easement holders on the PORT PROPERTY that are encumbered by the MOA. The notice must include information regarding the CITY's entry into this MOA, the type and location of the restriction(s) on the PORT PROPERTY, and the DEPARTMENT's contact information. Where an easement materially conflicts with the terms of this MOA, in addition to providing the above notice, the PORT shall obtain a "Joinder and Consent" of the easement holder to this MOA.
2. The DEPARTMENT shall include the restrictions in this MOA in the DEPARTMENT's DWM online Institutional Controls Registry.
3. For the purpose of monitoring the requirements contained herein, the CITY shall grant the DEPARTMENT a right of entry upon and access to PORT PROPERTY at reasonable times (from 8:30 AM local time to 5 PM local time) and after three (3) business days advance written notice to the PORT.
4. This MOA shall apply to the PORT PROPERTY during its term and shall apply to and be binding upon and inure to the benefit of the PORT and the DEPARTMENT. Should the PORT convey by deed PORT PROPERTY or any portion thereof where contamination remains in place, the CITY shall record in the public records of Escambia County a Declaration of Restrictive Covenant for that land consistent with the requirements of Chapter 62-780, F.A.C., and the intended land use for that property.
5. During the term of this MOA, the DEPARTMENT or the CITY may enforce the terms and conditions of this MOA by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the DEPARTMENT to exercise its rights in the event of the failure of the PORT to comply with the provisions of this MOA shall not be deemed or construed to be a waiver of the DEPARTMENT's rights hereunder. This MOA shall remain in effect unless it is otherwise terminated pursuant to Part IV(2) or modified in writing by the PORT and the DEPARTMENT. If the CITY does not or will not be able to comply with any or all of the provisions of this MOA, the CITY shall notify the DEPARTMENT in writing within three (3) business days. Additionally, the PORT shall notify the DEPARTMENT at least thirty (30) days prior to any conveyance, sale, granting, or transferring of PORT PROPERTY including, without limitation, the conveyance of any security interest in PORT PROPERTY (this notification provision does not apply to the leasing of PORT PROPERTY in the ordinary course of business).
6. The CITY shall reference this MOA in any new deed of conveyance or lease. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the PORT PROPERTY, the PORT agrees to notify in writing the proposed tenant of PORT PROPERTY of the existence and contents of this MOA.
7. If any provision of this MOA 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

MOA. All such other provisions shall continue unimpaired in full force and effect.

8. The CITY covenants and represents that, on the date of execution of this MOA, the CITY is seized of the PORT PROPERTY in fee simple and has good right to create, establish, and impose this MOA and its restrictions on the use of the PORT PROPERTY. The CITY also covenants and warrants that the PORT PROPERTY is free and clear of any and all liens, mortgages, and encumbrances that could impair the PORT's rights to impose the requirements described in this MOA.


PART IV

Modification or Termination of Agreement

1. This MOA contains the entire agreement of the parties with respect to the subject hereof, and no modification of this MOA shall be effective unless executed in writing by the parties.
2. This MOA may be terminated by either party with or without cause. The party terminating the MOA shall provide 60 days advance written notice of termination to the other party. A termination notice submitted by the DEPARTMENT shall be signed by the Secretary of the DEPARTMENT. The notice submitted by the PORT shall be signed by the Mayor of the City or the PORT Director. By mutual agreement of all parties, the 60-day notice period may be reduced. Within 30 days of a notice of intent to terminate this MOA, all parties shall make good faith efforts to preserve the MOA by attempting to resolve the basis(es) for the termination. This MOA also may be terminated by future agreements between the parties that expressly supersede this MOA.
3. The CITY, with the concurrence of the DEPARTMENT, may amend this MOA as necessary to effectuate its purposes. Such amendments may include, but are not limited to, the listing of new facilities and/or PRSRs that are subject to the MOA, the documentation of any engineering controls that are approved by the DEPARTMENT, and updating the status of the facilities listed in Exhibit "B." All amendments shall be made in accordance with Paragraph IV(1).

IN WITNESS WHEREOF, the lawful representatives of the parties have caused this MOA to be executed as follows:

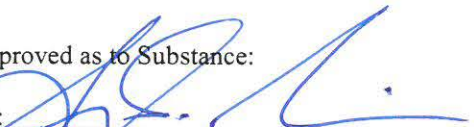
CITY OF PENSACOLA

By: 
Ashton J. Hayward III, Mayor

Date: 10/22/2015

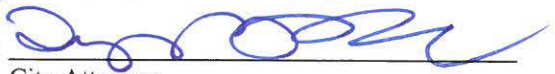
ATTEST:


City Clerk

Approved as to Substance:
By: 
Amy Miller, Port Director

Date: 10-13-15

Legal in Form and Valid as Drawn:

By: 
City Attorney

Date: 10.26.2015

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Approved as to form by:

Toni Sturtevant

Toni Sturtevant, Asst. General Counsel
Office of General Counsel

By:

John Coates

JOHN COATES,
Assistant Division Director

Dept. of Environmental Protection
Division of Waste Management
2600 Blairstone Road
Tallahassee, FL 32399-2400

Signed, sealed, and delivered in
in the presence of:

WgSK

Witness Signature

WAYNE S. KIGER

Printed Name

11/20/15

Date

Matthew McCoy

Witness Signature

MATTHEW MCCOY

Printed Name

11-20-15

Date

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 20 day of November, 2015, by JOHN COATES, who is personally known to me.



CHERYL STAFFORD
MY COMMISSION # EE 217763
EXPIRES: July 18, 2016
Bonded Thru Budget Notary Services

Cheryl Stafford

Notary Public, State of Florida at Large

Exhibit List:

Exhibit "A": Legal Description of PORT PROPERTY and Sketch

Exhibit "B": Listing of FDEP Facility Names, Facility Identification Numbers, or other similar FDEP tracking numbers at the time of this MOA {To be updated as required}.

Exhibit "C": Map showing size and location of proposed stormwater swales, stormwater detention and retention facilities, and ditches.

Exhibit "D": Engineering Control Maintenance Plans ("ECMPs") {For multiple ECMPs, label D-1, D-2, etc.}

EXHIBIT "A"

Legal Description of PORT PROPERTY and Sketch

DEWIS BY THE LAND SURVEYOR
 PROFESSIONAL SEAL AND SIGNATURE
 A BOUNDARY SURVEY AND LEGAL
 DESCRIPTION OF THE PORT OF PENSACOLA
 (IMPROVEMENTS NOT LOCATED)

PITTMAN & ASSOCIATES, INC.
 LAND SURVEYORS
 1000 NORTH 11th STREET
 PENSACOLA, FLORIDA 32504
 (904) 488-8888 FAX (904) 488-8888

David W. Pittman
 David D. Glaze
 PLS. NO. 1748
 PLS. NO. 2625

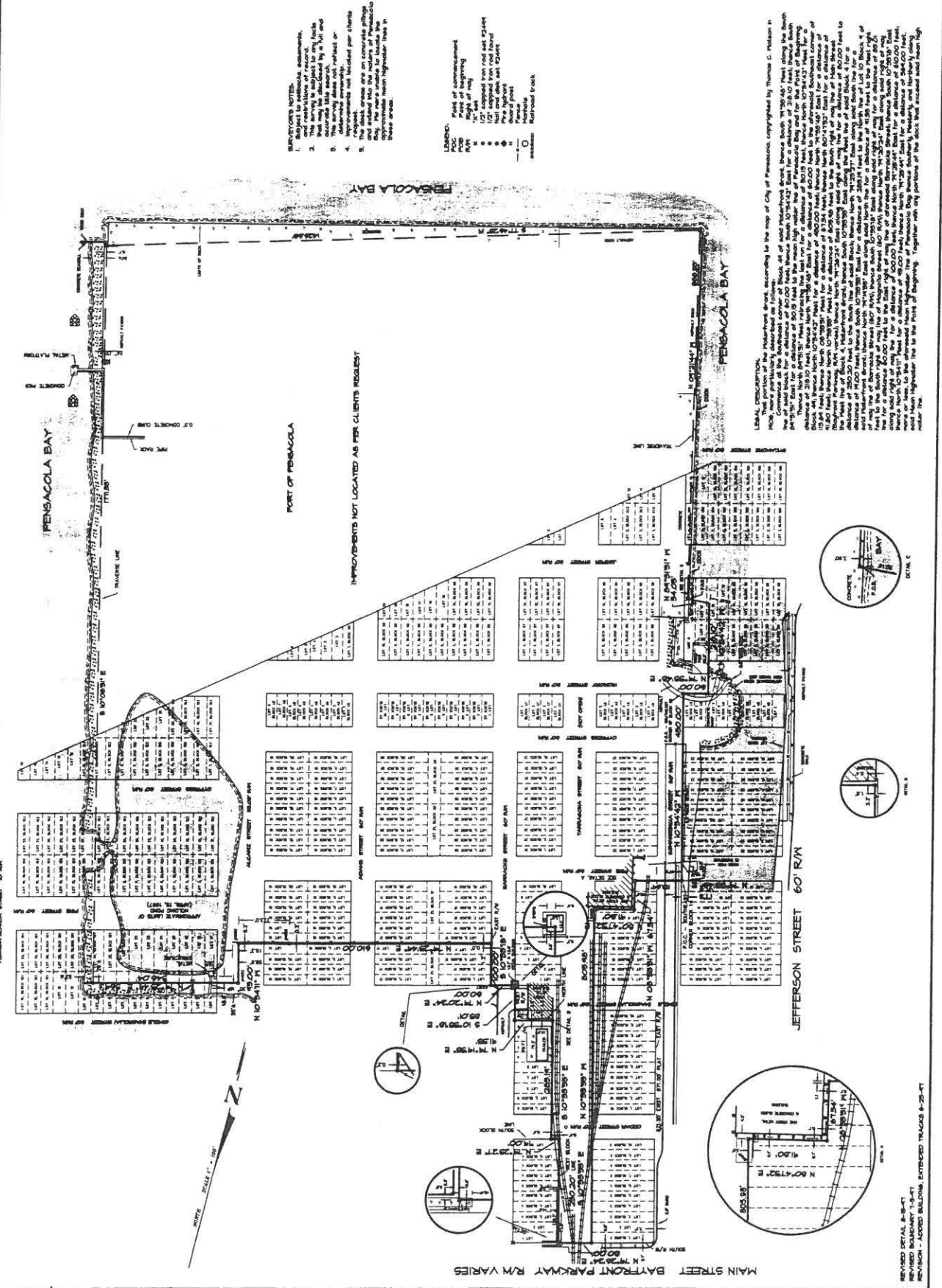
SHEET 1 OF 1

SCALE: 1" = 400'

DATE: 10/15/17

DATE: 10/15/17

Source of Information: SURVEY BY: BARRONVILLE-COOKMAN SURVEY, PITTMAN-GLAZE SURVEY AND THE PUBLIC RECORDS CITY ATLAS SHEETS 7-13-14 MAP OF PENSACOLA BY THOMAS C. HAYDEN (1860)



REVISIONS:

1. Add easements, easements, and restrictions of record.
2. The survey is subject to any local ordinances that may apply to the survey.
3. The survey is subject to any local ordinances that may apply to the survey.
4. Improvements not located per client's request.
5. The block area is an approximate platted block. The area is subject to future subdivision.

LEGEND:

- POC Point of Commencement
- POB Point of Beginning
- POE Point of Easement
- POI Point of Intersection
- POJ Point of Join
- POK Point of Knowledge
- POL Point of Location
- POM Point of Measurement
- PON Point of Notice
- POO Point of Observation
- POP Point of Possession
- POQ Point of Power
- POR Point of Record
- POS Point of Sale
- POT Point of Title
- POU Point of Use
- POV Point of Value
- POW Point of Witness
- POX Point of X
- POY Point of Y
- POZ Point of Z

LEGAL DESCRIPTION:
 That portion of the waterfront front, according to the map of City of Pensacola, copyrighted by Thomas C. Hayden in 1860, more particularly described as follows:
 The block of 40,000 feet of add Block 4, Block 5, Block 6, Block 7, Block 8, Block 9, Block 10, Block 11, Block 12, Block 13, Block 14, Block 15, Block 16, Block 17, Block 18, Block 19, Block 20, Block 21, Block 22, Block 23, Block 24, Block 25, Block 26, Block 27, Block 28, Block 29, Block 30, Block 31, Block 32, Block 33, Block 34, Block 35, Block 36, Block 37, Block 38, Block 39, Block 40, Block 41, Block 42, Block 43, Block 44, Block 45, Block 46, Block 47, Block 48, Block 49, Block 50, Block 51, Block 52, Block 53, Block 54, Block 55, Block 56, Block 57, Block 58, Block 59, Block 60, Block 61, Block 62, Block 63, Block 64, Block 65, Block 66, Block 67, Block 68, Block 69, Block 70, Block 71, Block 72, Block 73, Block 74, Block 75, Block 76, Block 77, Block 78, Block 79, Block 80, Block 81, Block 82, Block 83, Block 84, Block 85, Block 86, Block 87, Block 88, Block 89, Block 90, Block 91, Block 92, Block 93, Block 94, Block 95, Block 96, Block 97, Block 98, Block 99, Block 100, 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Block 920, Block 921, Block 922, Block 923, Block 924, Block 925, Block 926, Block 927, Block 928, Block 929, Block 930, Block 931, Block 932, Block 933, Block 934, Block 935, Block 936, Block 937, Block 938, Block 939, Block 940, Block 941, Block 942, Block 943, Block 944, Block 945, Block 946, Block 947, Block 948, Block 949, Block 950, Block 951, Block 952, Block 953, Block 954, Block 955, Block 956, Block 957, Block 958, Block 959, Block 960, Block 961, Block 962, Block 963, Block 964, Block 965, Block 966, Block 967, Block 968, Block 969, Block 970, Block 971, Block 972, Block 973, Block 974, Block 975, Block 976, Block 977, Block 978, Block 979, Block 980, Block 981, Block 982, Block 983, Block 984, Block 985, Block 986, Block 987, Block 988, Block 989, Block 990, Block 991, Block 992, Block 993, Block 994, Block 995, Block 996, Block 997, Block 998, Block 999, Block 1000.

|

EXHIBIT "B"
Listing of Identified Facilities

LISTING OF FACILITIES^{1,2}		
Facility Name	Facility No.	Responsible Party
HALCORP	FL0083811695	HALCORP, INC.
HALCORP	8627145	HALCORP, INC.
SULPHUR TERMINALS	9102399	SULPHUR TERMINALS
PORT OF PENSACOLA	FLD981468275	PORT
PORT OF PENSACOLA	9601061	PORT
COASTAL FUELS	COM_70559	TRANSMONTAIGNE
¹ Some of these facilities are not the subject of active site rehabilitation. ² Some of these facilities have not had any contamination identified or releases reported.		

EXHIBIT "C"

Illustration of Existing or Proposed Surface Stormwater Features

DEEP FLEX SITE WORK PLANS

OWNER/DEVELOPER

DEEP FLEX, INC.
 3350 ROGERDALE ROAD, SUITE 300
 HOUSTON, TX 77042-4159
 PH: 713-334-1500

SITE DATA

PROP. REF. NO. 00502810001048
 STREET ADDRESS 700 SOUTH BARRACLOS STREET
 PENSACOLA, FLORIDA 32501

PANEL AREA 7.8 ACRES
 ZONING M-1
 FUTURE LAND USE INDUSTRIAL
 BUILDING USE INDUSTRIAL
 BUILDING AREA EXISTING - 40,000 SF
 NEW - 45,000 SF
 TOTAL - 85,000 SF

FLOOD ZONE "X" PANEL NO. 12033C369C

BUILDING SETBACKS
 FRONT 0'
 REAR 0'
 SIDE 0'

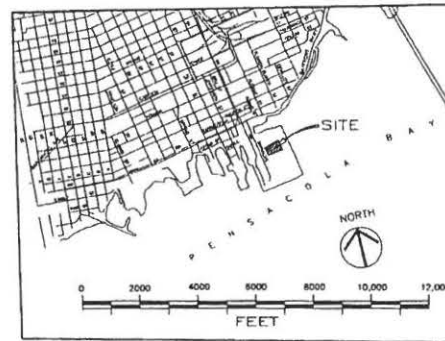
STORM WATER

PRE-DEVELOPMENT (EXISTING CONDITIONS)
 PERVIOUS 122,283 SF (2.81 AC) - 40.1%
 IMPVIOUS 156,450 SF (3.56 AC) - 47.8%
 SWA-IMPVIOUS 52,185 SF (1.20 AC) - 17.1%

POST-DEVELOPMENT (PROPOSED CONDITIONS)
 PERVIOUS 9 SF (0.00 AC) - 0.00%
 IMPVIOUS 152,044 SF (3.48 AC) - 46.9%
 SWA-IMPVIOUS 152,864 SF (3.51 AC) - 50.1%

GENERAL NOTES

- CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING SPILLS OF POTENTIALLY HAZARDOUS SUBSTANCES (e.g. GASOLINE, DIESEL FUEL, HYDRAULIC FLUID ETC.) TO THE APPROPRIATE STATE (TROP STATE WARNING POINT 1-800-320-0918) AND LOCAL (OSGOWEA COUNTY HEALTH DEPT./ENVIRONMENTAL HEALTH 909-8111) AGENCIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SCOPING ALL AREAS INDICATED ON THE PLANS AND ALL OTHER EXISTING SCOPED AREAS WHICH ARE DISTURBED AS A RESULT OF CONSTRUCTION ACTIVITIES, WHETHER SUCH AREAS AND/OR ACTIVITIES ARE INDICATED ON THE PLANS OR NOT. ALL DISTURBED AREAS NOT PREVIOUSLY SCOPED OR SHOWN TO BE PLANTED WITH NEW SOO SHALL BE SEEDED AND SUCCESSFULLY COVERED WITH RED-ANTHRACITE AERIAL.
- ALL SITE DRAINAGE FROM THE PAVED AREA IS TO BE ROUTED TO CARRY ALL STORMWATER TO RETENTION/DETENTION AREA.
- THE LOCATIONS OF KNOWN UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MUST BE OCCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESEIVE ANY AND ALL UNDERGROUND UTILITIES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION PRIOR TO CONSTRUCTION AND MAINTENANCE/REPAIRS DURING CONSTRUCTION OF SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS AND DEBRIS ON THE SITE OF DEVELOPMENT. THE MEASURES AS SHOWN HEREON REPRESENT THE GENERAL EROSION CONTROL MEASURES TO BE TAKEN. SUPPLEMENTARY SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATION.
- RETENTION/DETENTION AREAS SHALL BE SUBSTANTIALLY COMPLETE PRIOR TO ANY CONSTRUCTION ACTIVITIES THAT MAY INCREASE STORM WATER RUNOFF RATES.
- CONTRACTOR SHALL CLEAR OUT ACCUMULATED SILT IN SHALES AT END OF CONSTRUCTION WHEN ALL DISTURBED AREAS HAVE BEEN STABILIZED.
- CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOWS AS BUILT CONDITION OF ALL WORK INCLUDING PIPING, DRAINAGE BOWNS, STRUCTURES, ETC. THESE RECORD DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO BEGINNING A FINAL INSPECTION.
- NO DUMPSTER/200 GAL CONTAINER IS REQUIRED.
- NO DUMPSTER/200 GAL CONTAINER IS REQUIRED.
- "AS-BUILT SIGN-OFF" FROM THE COUNTY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE ENGINEER WITH REQUIRED DRAWINGS FOR THE ENGINEER'S USE IN PROVIDING AS-BUILT CERTIFICATIONS AND AS-BUILT RECORD DRAWINGS FOR THE OWNER. AS-BUILT INFORMATION SHALL INCLUDE BUT NOT BE LIMITED TO: ROUTING OF ALL EXISTING AND PROPOSED UNDERGROUND UTILITIES WITH DISTANCES, ID/LOCATIONS OF LINES, BEINGS, FITTINGS, STRUCTURES, AND OTHER APPURTENANCES MEASURED FROM AT LEAST TWO FIXED POINTS. TOP, BOTTOM, AND PFC WATER ELEVATIONS OF ALL STORM WATER AND SANITARY SEWER STRUCTURES, INCLUDING CLEANOUTS, RELATIVE TO FRESHWATER FLOOD, CHANGING AND ELEVATIONS OF THE TOP AND BOTTOM OF THE STORM WATER POND AND ITS CONTROL STRUCTURES, RELAYING TO SITE LATENT DEPICTED IN THE PLANS.
- NOTIFY UTILITY UTILITIES 48 HOURS IN ADVANCE PRIOR TO DISBURSE WITHIN 811/1-800-432-4276.
- ALL ASPECTS OF THE STORMWATER/DRAINAGE EQUIPMENTS AND/OR TRANSPORTATION EQUIPMENTS SHALL BE COMPLETED PRIOR TO ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY.
- NO DEVIATIONS OR REVISIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL FROM THE DESIGN ENGINEER AND NOTIFICATION OF THE CITY OF PENSACOLA.



SHEET INDEX

C0	COVER SHEET
C1	SURVEY
C2	DEM. PLAN
C3	SITE PLAN
C4	GRADING PLAN
C5	UTILITY PLAN
C6	EROSION CONTROL PLAN - SITE
C7	EROSION CONTROL PLAN - DETAILS
C8	EROSION CONTROL PLAN - NOTES
C9	SITE DETAILS

jhi jehle-naisteod, inc.
 Civil Engineering and Surveying
 91 WEST 24TH AVENUE, SUITE 100
 PENSACOLA, FLORIDA 32501
 PHONE 909-811-1000
 FAX 909-811-1001
 www.jehle-naisteod.com

DEEP FLEX

COVER SHEET

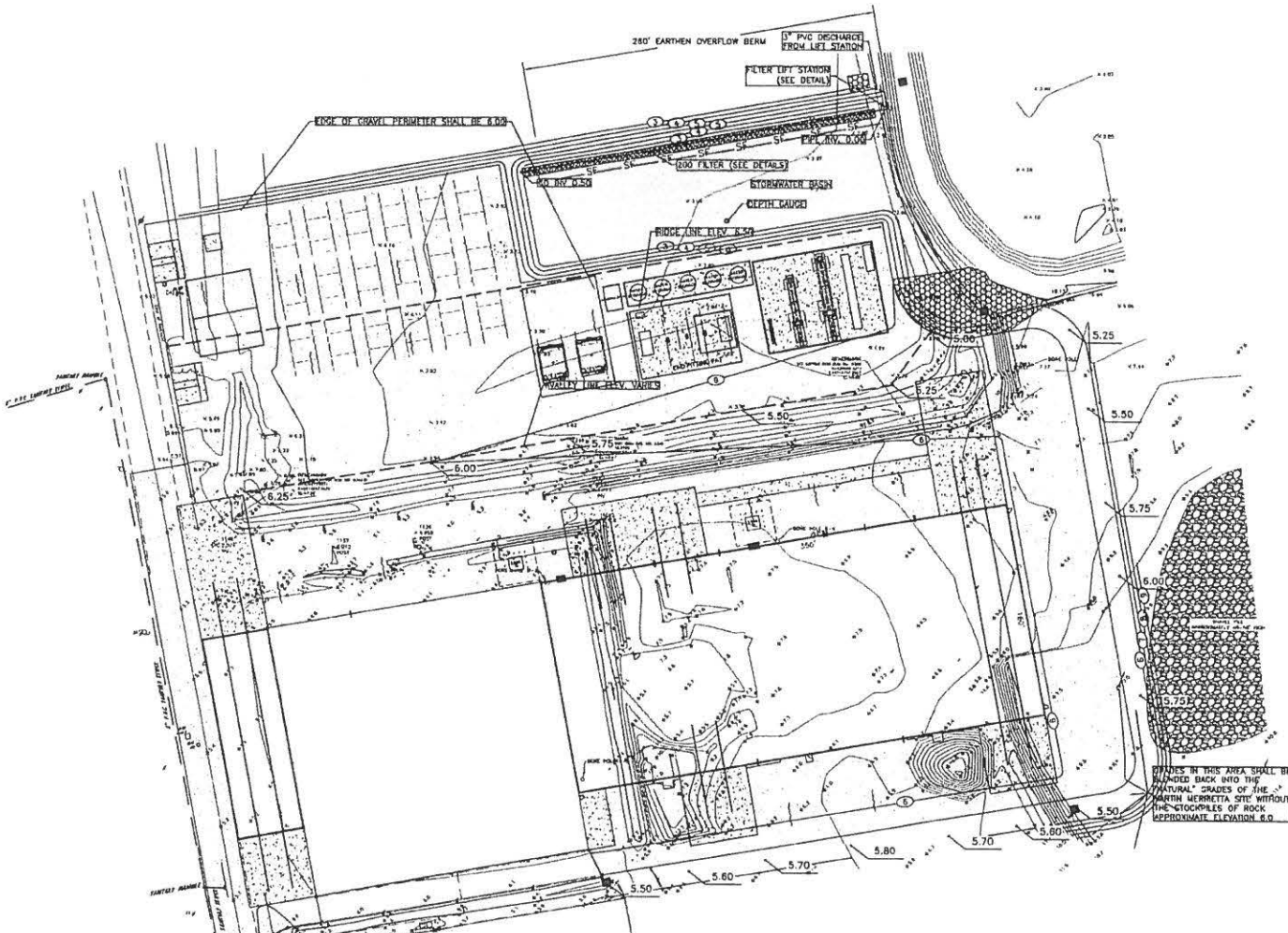
Revisions

Date	Description

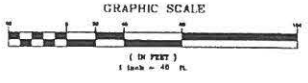
Designed By: DPJ
 Drawn By: DPJ
 Checked By: DPJ
 Job No.: 140021
 Date: AUG., '14
 Scale: 1" = 40'
 Sheet No.: C-0 OF 10

15/17

16/17



GRADING PLAN



- DENOTES NEW CONCRETE
- DENOTES NEW GRAVEL SURFACE
- DENOTES NEW INLET
- DENOTES NEW SPOT ELEVATION

GRADES IN THIS AREA SHALL BE BLENDED BACK INTO THE NATURAL GRADES OF THE MARTIN MERRIETTA SITE WITHOUT THE STOCKPILES OF ROCK APPROXIMATE ELEVATION 6.0

jh *lehle-halstead, inc.*
 Civil Engineering and Surveying
 18100 W. US HWY 90, SUITE 100
 FORT MYERS, FL 33907
 PHONE: 888-855-7424 FAX: 888-855-7424
 WWW: WWW.JHLEHLEHALSTEAD.COM

DEEP FLEX
 CITY OF PENSACOLA - FLORIDA

GRADING PLAN

Valid only with
 approved set

Revisions	Date Description

Designed By: **DPJ**

Drawn By: **DPJ**

Checked By: **DPJ**

Job No.: **140021**

Date: **22-OCT-14**

Scale: **1" = 40'**

Sheet No.:
C-4
OF 10

EXHIBIT “D”

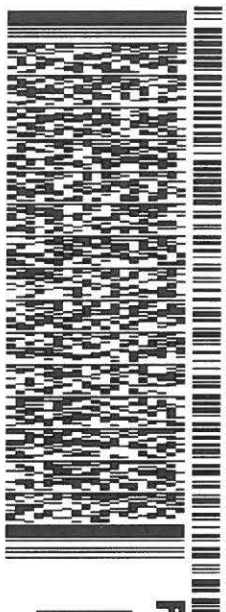
Engineering Control and Maintenance Plans
(TO BE DEVELOPED AS NEEDED)

ORIGIN ID:THA (850) 245-2287
DANIEL BLACKWELL
FL DEPT ENVIRONMENTAL PROTECT
3900 COMMONWEALTH BLVD
MS 35
TALLAHASSEE, FL 32399
UNITED STATES US

SHIP DATE: 24NOV15
ACTWGT: 0.50 LB
CAD: 100417255/NET3670
BILL SENDER

TO **JAMIE MCLAUGHLIN**
CITY OF PENSACOLA
700 SOUTH BARRACKS STREET

PENSACOLA FL 32502
(850) 436-5070 REF: PORT OF PENSACOLA/MOARC
INV. DEPT.
P.O.



TRK# 7750 4897 7821
0201
WED - 25 NOV 3:00P
STANDARD OVERNIGHT

XH PNSA
FL-US **32502**
BFM



539J2GF56G1D0

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

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Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

MEMORANDUM

TO: John Coates, Assistant Director, Division of Waste Management, FDEP

CC: Joe Ullo, Director, Division of Waste Management, FDEP

FROM: Toni Sturtevant, Senior Asst. General Counsel, Office of the General Counsel
FDEP

DATE: November 19, 2015

SUBJECT: Port of Pensacola, Memorandum of Agreement for Land Use Controls

A handwritten signature in blue ink, appearing to read "Toni Sturtevant".

I have reviewed the attached Memorandum of Agreement for Land Use Controls (MOALUC) for the above referenced site. It appears to meet all of the legal requirements for such an institutional control. Therefore, I recommend that you **sign the MOALUC in the presence of a notary public and two witnesses**. If you decide to execute the attached document, please **forward the three originals back to me** so that OGC may return the MOALUC to the City of Pensacola or its representative for recording.

After evidence of incorporating the MOALUC into the port tariff is presented, the MOALUC may be used as an institutional control for the port. However, prior to finalization of any closure order using this MOALUC, proper notice to encumbrance holders who may be effected must be given by the port and evidence of notice should be made a part of the file for this institutional control. After notice is effected and time for comment has passed and any closure order is finalized, the site manager should complete the database form for the Institutional Control Registry and submit that form to the Division of Waste Management Director's Office. Please contact me at toni.sturtevant@dep.state.fl.us or Dan Blackwell at dan.blackwell@dep.state.fl.us or 850-245-2257 if you have any questions regarding this MOALUC.