F. Joseph Ullo, Jr. 106 East College Avenue, Suite 700 Tallahassee, FL 32301 Direct: (850) 329-4847 Email: jullo@stearnsweaver.com

September 29, 2021

Mr. Jordan Sperling Schmidt Nichols 1551 N Flagler Dr, Suite 102 West Palm Beach, Florida 33401 VIA E-MAIL

jsperling@snlandplan.com

# Re: Fount MUPD (LGA-2020-00011), Response to Request for Environmental Information.

Dear Mr. Sperling:

On behalf of CRE Fund at Okeechobee Boulevard, LLC ("Applicant"), the Applicant is providing additional information relating to environmental conditions and proposed remedial plans requested by the Palm Beach County Planning, Zoning and Building Division ("PZB"). PZB has requested further documentation regarding environmental assessments completed to date, plans for the future and the standards that the Florida Department of Environmental Protection ("DEP") requires for the rehabilitation and reuse of the Property that is the subject of Applicant's Comprehensive Plan Amendment.

As previously presented in a letter to Mr. Bob Kraus on June 25, 2021, Applicant has performed an All Appropriate Inquiry on the 27.86-acre subject property that is composed of three parcels (00-42-43-26-05-004-0000; 00-42-43-26-00-000-1300; and 00-42-43-26-00-000-1340) (hereinafter "the Property") which are owned by the Town of Palm Beach. Applicant's due diligence has included both Phase I and Phase II work and began in December of 2019 and concluded in the spring of 2021. The Applicant and the Town of Palm Beach executed an Amended and Restated Ground Lease Agreement ("Ground Lease") on August 12, 2021. A copy of the executed Ground Lease is included as Attachment "A."

Environmental professionals, GFA International, Inc. and Geosyntec Consultants, recommended Phase II environmental audits on the Property based on the following recognized environmental conditions ("RECs") relating to the below past uses on the Property:

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- Okeechobee Boulevard Yard Trash/Town of Palm Beach Yard Trash (5976 Okeechobee Boulevard): The Property was used as a solid waste disposal facility (landfill) for the Town of Palm Beach ("Town") that operated in the 1940s and 1950s. It is reported to have closed in the 1950s but reopened sometime thereafter at an unknown date for yard trash disposal. The Town has performed semi-annual groundwater monitoring to monitor groundwater conditions every year since 2007. The most recent report reviewed by environmental professionals, (Year 13) dated September 10, 2019, and describing the July 2019 sampling event, indicated exceedances of the groundwater cleanup target level ("GCTL") for lead, sodium, chloride, ammonia, and total dissolved solids ("TDS").
- 2) Former Shooting Range Area (5976 Okeechobee Blvd): A former shooting range area was observed in the southwest corner of the Property. Shooting range activities can result in accumulation of lead in the soil from spent ammunition stockpiling down-range; therefore, the former shooting range does represent an onsite REC at this time.

The most comprehensive reporting of the Applicant's due diligence is provided in Geosyntec's Report of Additional Environmental Due Diligence dated March 11, 2021 which is included in Attachment "B." This Phase II due diligence confirmed that soil and groundwater beneath the Property exceed soil and groundwater cleanup target levels and that site rehabilitation would be needed pursuant to Rule 62-780 of the Florida Administrative Code before or during site redevelopment to allow the proposed residential land use on the Property. For reference, applicable cleanup target levels for soil and groundwater are provided in Rule 62-777 of the Florida Administrative Code.

In addition to site rehabilitation pursuant to Rules 62-780 and 62-777 of the Florida Administrative Code, the Town's permitted landfill requires closure pursuant to Rule 62-701 of the Florida Administrative Code. For reference, the Town of Palm Beach – Okeechobee Boulevard Yard Waste Disposal Facility operates under Facility Identification "WACS" No. 00065864, and a complete record of its compliance history and administrative and fiscal documents are publicly available <u>here</u> through the Florida Department of Environmental Protection ("DEP"). As with other similar redevelopment projects in the state,<sup>1</sup> the landfill closure requirements will be met prior to the completion of the redevelopment. Geosyntec estimates the cost will exceed nine million dollars (\$9,000,000) to complete the landfill closure and achieve site rehabilitation suitable for the intended use. Pursuant to the Ground Lease terms, the Applicant is to provide appropriate financial assurance for these activities to occur.

Recently, the Applicant met with the DEP and the Palm Beach County's Department of Health ("DOH") representatives to discuss the project. This meeting is summarized in the email correspondence to the Palm Beach County Brownfield Coordinator, Mr. Alan Chin Lee, which is attached as Attachment "C." Both DEP and DOH were made aware of preliminary site plans and the residential use on the Property following remediation. For regulatory oversight going forward and to

<sup>&</sup>lt;sup>1</sup> As the PZB is aware, the Applicant is also pursuing a brownfield area designation for the Property. As such Applicant recently provided examples of other landfill redevelopment projects to PZB through Mr. Robert Banks. For one example, the Florida Brownfield Program was critical to the redevelopment.

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confirm compliance with Rules 62-701, 62-777 and 62-780<sup>2</sup> of the Florida Administrative Code, points of contact within both DEP and DOH have been assigned to this project.

Should you require further information on the proposed site rehabilitation activities, please feel free to contact me or reach out to the regulatory contacts within DEP or DOH.

Sincerely,

from bell &

F. Joseph Ullo, Jr.

Attachments

<sup>&</sup>lt;sup>2</sup> Rule 62-780 of the Florida Administrative Code regulates the site rehabilitation of the Property and prescribes the various closure scenarios that can support residential uses.

ATTACHMENT "A"

# AMENDED AND RESTATED GROUND LEASE AGREEMENT

Town of Palm Beach, Florida, a political subdivision of the State of Florida

and

CRE Fund at Okeechobee Boulevard, LLC, a Florida limited liability company

.

## AMENDED AND RESTATED GROUND LEASE AGREEMENT

THIS AMENDED AND RESTATED GROUND LEASE AGREEMENT ("Lease") is made and entered into this 12th day of August, 2021 ("Effective Date") by and between the Town of Palm Beach a political subdivision of the State of Florida ("Town"), and CRE Fund at Okeechobee Boulevard, LLC, a Florida limited liability company, having its office and principal place of business at 12895 S.W. 132 Street, Suite 202, Miami, Florida 33186 ("Tenant").

## WITNESSETH:

A. Tenant submitted an unsolicited proposal for the lease and development of certain real property owned by Town and further defined in this Lease as the Property.

B. The Town reviewed and accepted the proposal submitted by Tenant for lease and development of the Property and directed the Town Manager to negotiate a ground lease with Tenant.

C. Town and Tenant entered into that certain Ground Lease Agreement dated as of October 14, 2019 ("<u>Original Lease</u>") for premises that include the property located at 5976 Okeechobee Blvd., West Palm Beach, Florida.

D. Town and the Tenant have modified the Original Lease by First Amendment to Ground Lease Agreement dated December 13, 2019 ("First Amendment"), Second Amendment to Ground Lease Agreement dated January 22, 2019 ("Second Amendment"), Third Amendment to Ground Lease Agreement dated May 12, 2020 ("Third Amendment"), Fourth Amendment to Ground Lease Agreement dated June 15, 2020 ("Fourth Amendment") and Fifth Amendment to Ground Lease Agreement dated December 10, 2020 ("Fifth Amendment"). The First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment are collectively referred to herein as the "Prior Amendments". The Original Lease and the Prior Amendments are collectively referred to herein as the "Prior Lease". Town and Tenant, in contemplating another amendment to the Prior Lease, have elected to instead restate and amend the Prior Lease to include certain additional changes and amendments. Accordingly, this Lease shall supersede and replace the Prior Lease in every respect.

**NOW, THEREFORE,** in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

## **ARTICLE 1 - RECITALS**

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

## **ARTICLE 2 - DEFINITIONS**

The following words, terms, and phrases wherever used in this Lease shall have the meanings set forth in this Article and the meanings shall apply to both singular and plural forms of such words, terms and phrases.

2.01 "Additional Insured" has the meaning set forth in Section 12.05.

- 2.02 "Additional Rent" has the meaning set forth in Section 5.08.
- 2.03 "Approval Deadline" has the meaning provided in Section 3.08(C).

2.04 "<u>Assessment Process</u>" means Tenant's further site assessment and due diligence required to complete the Remedial Action Plan.

- 2.05 "Assignment" has the meaning provided in Article 18.
- 2.06 "Base Rent" has the meaning set forth in Section 5.01.
- 2.07 "Bond" has the meaning set forth in Section 7.10.

2.08 "BSRA" means a Brownfield Site Rehabilitation Agreement between Tenant and the State of Florida which the Town, in its sole discretion, may elect to join as a party.

2.09 "Business Day" means any day other than a Saturday, Sunday or County holiday. Use of the word "day" as opposed to Business Day means a calendar day.

2.10 "Completion Guaranty" has the meaning set forth in Section 7.01.

2.11 "Confidential Information" has the meaning provided in Section 27.28.

2.12 "<u>Continuing Guaranty Provisions</u>" has the meaning given to such term in the Payment Guaranty.

2.13 "Continuing Guaranty Provision Termination Date" has the meaning given to such term in Section 5.05.

- 2.14 "Council" means the Town Council of the Town of Palm Beach.
- 2.15 "County" means Palm Beach County, Florida.
- 2.16 "Date of Beneficial Occupancy" has the meaning set forth in Section 3.01.
- 2.17 "Deficiencies" has the meaning provided in Section 9.04(B).

2.18 "Effective Date" means the date that this Lease is approved and signed by the parties.

2.19 "Environmental Condition" means those certain Recognized Environmental Conditions (as such term is defined as of the date hereof by ASTM E1527-13 – Standard Practice for Environmental Site Assessments) existing on the Property and those disclosed in various environmental reports and analysis undertaken by Tenant, including, that certain Phase I Environmental Site Assessment (ESA) dated February 13, 2020, the Limited Phase II ESA and the Additional Soil and Groundwater Assessment Report dated April 27, 2020, all prepared by Tenant's consultants, Geosyntec and GFA International, Inc. (collectively, the "Existing Environmental Reports").

2.20 "<u>Environmental Laws</u>" means all applicable Federal, State and local laws, statutes, ordinances, rules, regulations and governmental restrictions relating to the protection of the environment, human health, welfare or safety, or to the emission, discharge, seepage or

release of Hazardous Materials into the environment, including, but not limited to, ambient air, surface water, groundwater or Property or otherwise relating to the handling of such Hazardous Materials.

- 2.21 "Force Majeure" has the meaning set forth in Section 27.26.
- 2.22 "FDEP" has the meaning set forth in Section 3.07(D).
- 2.23 "Fee Mortgage" has the meaning set forth in Section 19.11.
- 2.24 "Fee Mortgagee" has the meaning set forth in Section 19.11.
- 2.25 "Final Approval" has the meaning set forth in Section 3.08(B).
- 2.26 "Florida Public Records Law" has the meaning set forth in Section 27.28.

2.27 "<u>General Contractor</u>" means AHS Construction LLC, a Florida limited liability company, or any subsequent general contractor reasonably approved by the Town.

2.28 "Governmental Approvals" has the meaning set forth in Section 3.08.

2.29 "<u>Governmental Authority</u>" shall mean any and all federal, state, city, county and local governments, departments, bureaus, agencies or offices thereof, and any other governmental, public or quasi-public authorities having jurisdiction over the Property.

2.30 "Guarantor" means AHS Residential, LLC, a Florida limited liability company.

2.31 "Guaranty" means collectively, the Payment Guaranty and the Completion Guaranty.

2.32 "<u>Hazardous Materials</u>" means any contaminant, hazardous or toxic substance, material or waste of any kind or any other substance and material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which is prohibited, controlled, limited or regulated in any manner under any Environmental Laws.

2.33 "Incidental Materials" means inventory held for sale, equipment, fixtures, fuel and similar products contained in vehicles, customary office and janitorial supplies and other maintenance materials that are or contain Hazardous Materials, to the extent they are incidental to, and reasonably necessary for, the construction, operation, maintenance and use of the Premises for the Gas Station Use.

2.34 "Initial Leasehold Improvements" means either (a) a multi-family rental community consisting of as many market rate residential units (with County workforce housing mandated component) as the County may approve and which are reflected in the Site Plan, but in no event less than four hundred twenty (420) units ("Residential Units"), together with parking facilities and amenities, or (b) Tenant's minimum required amount of Residential Units plus an assisted living facility, office component and/or retail component, and may include a gas station with a convenience store ("Gas Station Use"), together with related parking facilities and amenities, or (c) other similar uses as described in subsections (a) and (b) hereof and determined by Tenant to be the most efficient and profitable use of the Premises taking into account the

recommendations in the Remedial Action Plan, provided such uses are permitted by the Requirements and do not constitute a Prohibited Use (the "Permitted Uses").

2.35 "Initial Term" has the meaning set forth in Section 3.01.

2.36 "Inspection Period" has the meaning set forth in Section 3.07.

2.37 "Inspections" has the meaning set forth in Section 3.07.

2.38 "Landfill Closure" means the closure of the Town's permitted Class III landfill (Solid Waste Facility Identification 65864) pursuant to Rule 62-701, F.A.C.

2.39 "Land Use Amendment" has the meaning set forth in Section 3.08.

2.40 "Lease" means this Lease and all exhibits attached hereto, which are incorporated herein by this reference. Words such as "herein," "hereafter," "hereof," "hereby" and "hereunder" when used with reference to this Lease, refer to this Lease as a whole, unless context otherwise requires.

2.41 "Leasehold Mortgage" shall mean a mortgage or mortgages or other similar security agreements given to any Leasehold Mortgagee of the leasehold interest of Tenant hereunder, and shall be deemed to include any mortgage or trust indenture under which this Lease shall have been encumbered, as modified, amended, restated, renewed and consolidated from time to time.

2.42 "Leasehold Mortgagee" shall mean a Lender holding a Leasehold Mortgage.

2.43 "Lease Year" means a twelve (12) month period beginning on the Date of Beneficial Occupancy, and each twelve (12) month period thereafter, until the expiration or earlier termination of this Lease. If the Date of Beneficial Occupancy does not occur on the first day of a calendar month, the first Lease Year shall include the days between the Date of Beneficial Occupancy and the last day of the month in which the Date of Beneficial Occupancy occurs.

2.44 "Lender" shall mean a Federal or State bank, savings bank, association, savings and loan association, credit union, commercial bank, trust company, insurance company, an institutional investor such as a publicly held real estate investment trust; any governmental agency or entity insured by a governmental agency or similar institution authorized to take mortgage loans in the State of Florida, in all events whether acting individually or in a fiduciary or representative capacity (such as an agency capacity), or any combination of Lenders.

2.45 "Letter of Credit" has the meaning set forth in Section 5.05.

2.46 "<u>Major Contractors</u>" means the trade contractors under contract with the General Contractor for the construction of the Tenant Improvements having a contract value equal to or exceeding \$1,000,000.00. The General Contractor shall not be deemed a Major Contractor.

2.47 "Major Improvements" has the meaning set forth in Section 7.12.

2.48 "Mechanic Lien" has the meaning set forth in Section 11.02.

2.49 "Minor Improvements" means any (a) addition, alteration or improvement to the interior of the buildings or other structures located on the Property; or (b) any addition, alteration or improvement to the exterior of the buildings or other structures located on the Property if such exterior changes do not substantially change the Tenant Improvements approved by the Town. By way of example and not limitation, alterations to change facades, entrances, exterior doors or windows, replacement of roof, repairs and enhancements to common area facilities, parking lot improvements or painting would be permitted but an addition which would require (a) an amendment to the original approved Site Plan for the Tenant Improvements, (b) a governmental approval to increase the density or (c) a renovation of the majority of the Tenant Improvements from Tenant's Intended Project to another Permitted Use, shall require the approval of the Town, which approval shall not be unreasonably withheld, delayed or conditioned.

2.50 "Opinion of Probable Cost" means that certain opinion of probable cost included in Table 3 of the RADD and titled "Option B", reflecting an estimated cost to remediate the Environmental Condition in the amount of \$9,360,995.00, and Table 2 of the RADD which includes the governing assumptions that lead to the cost estimates. True and correct copies of Table 2 and Table 3 are attached to this Lease as *Exhibit "H*".

- 2.51 "Payment Guaranty" has the meaning set forth in Section 5.05.
- 2.52 "Permitted Assignee" has the meaning set forth in Section 18.02.
- 2.53 "Permitted Exceptions" has the meaning set forth in Section 3.04.
- 2.54 "Plans and Specs" have the meaning set forth in Section 7.03.
- 2.55 "Preferred Transferee" has the meaning set forth in Section 18.

2.56 "<u>Premises</u>" means the Property together with all buildings, facilities and other improvements now or hereafter constructed thereon, including without limitation, the Tenant Improvements, subject to easements, rights- of-way and any other encumbrances of record, but excluding any encumbrance which Town is obligated to remove pursuant to Section 3.04 and Section 3.06 of this Lease.

2.57 "Project Timeline" means the timeline setting forth estimated milestone dates for completing the remediation of the Environmental Conditions and Landfill Closure, a true and correct copy which is attached to this Lease as <u>Exhibit "I"</u>.

2.58 "Property" means collectively the land owned by the Town and located at 5976 Okeechobee Blvd, West Palm Beach, Florida, consisting of approximately 28.38 acres of unimproved real property as more particularly described in *Exhibit "A"* attached hereto and incorporated herein (the "Land") together with the airspace above the Land, and the subsurface rights under the Land, sidewalks, streets, avenues, curbs and roadways comprising or abutting the Property, and all rights of ingress and egress thereto, all subject to easements, rights-of-way and any other encumbrances of record, but excluding any encumbrance which the Town is obligated to remove pursuant to Section 3.04 and Section 3.06 of this Lease.

2.59 "Prototype Units" has the meaning set forth in Section 7.03.

2.60 "<u>RADD</u>" means that certain Report of Additional Due Diligence dated March 11, 2021 and prepared by Tenant's consultant, Geosyntec Consultants ("<u>Geosyntec</u>").

2.61 "<u>Release</u>" means any spill, leak, emission, discharge or disposal of Hazardous Materials into the environment, or into any structure located on the Premises, except in accordance with applicable Environmental Laws.

2.62 "Release Documents" has the meaning set forth in Section 19.08.

2.63 "<u>Remedial Action Plan</u>" means a remediation plan to be developed by Tenant pursuant to Rules 62-701 and 62-780 of the Florida Administrative Code, as applicable and Chapters 376 and 403, Florida Statutes, as applicable.

2.64 "<u>Remediation Plan Outside Approval Date</u>" means December 5, 2022 as provided in Section 3.07(E)(1).

2.65 "Renewal Term" has the meaning set forth in Section 3.02.

2.66 "<u>Requirements</u>" means the requirements imposed by law, code, ordinance, order, directive, regulation and governmental or quasi-governmental requirements applicable to the Tenant or the Premises including, without limitation, Environmental Laws.

2.67 "<u>Review Period</u>" has the meaning set forth in Section 3.07(D).

2.68 "Site Plan" has the meaning set forth in Section 7.03.

2.69 "<u>Site Rehabilitation Assessment</u>" means Tenant's further environmental assessments of the Premises required to complete the Remedial Action Plan.

2.70 "<u>Site Rehabilitation Process</u>" means a site rehabilitation process to be undertaken in accordance with the approved Remedial Action Plan.

2.71 "Space Lease" means a written lease (other than this Lease or any residential lease), sublease, license or other agreement between Tenant and a Sub-Tenant for the use or occupancy of space or land on or within the Premises, as amended from time to time.

2.72 "Subleasehold Mortgage" means a mortgage or mortgages or other similar security agreements given to any Subleasehold Mortgagee encumbering the subleasehold interest of a Sub-Tenant under a Space Lease, as modified, amended, restated, renewed and consolidated from time to time.

2.73 "Subleasehold Mortgagee" means a Lender holding a Subleasehold Mortgage.

2.74 "Substantial Completion" has the meaning set forth in Section 7.02.

2.75 "<u>Sub-Tenant</u>" means any person using or occupying any portion of the Premises under a Space Lease. The term Sub-Tenant shall not include any residential tenant, occupant or guess or any occupant of a bed or unit in any assisted living facility located on the Premises.

2.76 "<u>Sub-Tenant Contractor</u>" means any general contractor and/or trade contractor performing any Major Improvements on behalf of Tenant or any Sub-Tenant in connection with any portion of the Premises that is sub-leased to a Sub-Tenant.

- 2.77 "Successor Landlord" has the meaning set forth in Section 19.11.
- 2.78 "Taking" has the meaning set forth in Section 14.01.

2.79 "<u>Tenant's Current Environmental Submittals</u>" means collectively, the Existing Environmental Reports, the RADD and Opinion of Probable Cost, which evaluates a future land use option for the Premises.

2.80 "Tenant Default" has the meaning set forth in Section 17.02.

2.81 "<u>Tenant Improvements</u>" means all buildings, structures, pavement, facilities, landscaping and other improvements and fixtures, above and below ground, constructed by or on behalf of Tenant upon the Property during the Term and any Renewal Term, if applicable, including the Initial Leasehold Improvements.

2.82 "<u>Tenant Parties</u>" means Tenant, its contractors, suppliers, employees, officers, licensees, agents and invitees (each individually, a "<u>Tenant Party</u>"). The term Tenant Parties shall not include any Sub-Tenant, any tenant, occupant or guest of a Residential Unit or any person occupying a bed or unit in any assisted living facility located on the Premises.

- 2.83 "Tenant's Broker" has the meaning set forth in Section 27.17.
- 2.84 "Tenant's Intended Project" shall mean the Initial Leasehold Improvements.
- 2.85 "Term" means the Initial Term plus any Renewal Term.
- 2.86 "Title Commitment" has the meaning set forth in Section 3.03.
- 2.87 "Title Objection Notice" has the meaning set forth in Section 3.04.

2.88 "<u>Town Manager</u>" means the Town Manager or Deputy Town Manager or his or her designee.

2.89 "<u>Town Representatives</u>" means the Town and its elected officers, contractors, employees and agents (each individually a "Town Representative").

2.90 "Triennial Inspections" has the meaning set forth in Section 9.04(B).

# **ARTICLE 3 - EFFECTIVE DATE, TERM AND EVALUATION OF PREMISES**

3.01 <u>Term</u>. Unless this Lease is sooner terminated pursuant to the terms hereof, the initial term of this Lease shall commence on the Effective Date and expire fifty (50) Lease Years (the "<u>Initial Term</u>") from the later of ("<u>Date of Beneficial Occupancy</u>"): (i) the first day of the month following the date that Tenant achieves Substantial Completion (as hereinafter defined) or (ii) twenty-four (24) months from the date Tenant receives all necessary building permits and approvals to start construction of the Initial Leasehold Improvements, provided, however, that if such date is not the first day of the month, then the Date of Beneficial Occupancy shall be the first day of the calendar month following the receipt of (i) a "permit ready letter" confirming that building permits are ready for issuance upon payment of fees or (ii) the issuance of the building permits necessary to start construction of the Initial Leasehold Improvements. Notwithstanding the foregoing, in no event shall the Date of Beneficial Occupancy occur later than **February 1, 2024**, subject to extension by up to ninety (90) days in the aggregate for Events of Force Majeure. Tenant shall deliver to the Town copies of the "permit ready letter" or such building permits upon issuance thereof.

3.02 <u>Renewal Terms</u>. Provided no Tenant Default exist, at the written request of either Tenant or the Town given at least one hundred twenty (120) days prior to the expiration of the Initial Term, the parties agree to consider the request of the other to negotiate a renewal of this Lease for one additional period of ten (10) Lease Years (a "<u>Renewal Term</u>"). The parties further agree to consider two additional Renewal Terms of ten (10) Lease Years each following the same procedure set forth herein with notice given by either Tenant or the Town at least one hundred twenty (120) days prior to the expiration of each current Renewal Term. In the event that either party agrees to such renewal, the rental amount for the first Lease Year of any Renewal Term shall not increase by more than ten percent (10%) from the amount payable the Lease Year in which the Initial Term (or any subsequent Renewal Term) expires with a ten percent (10%) increase every five years thereafter. Nothing herein shall be deemed to require either the Town or Tenant to agree to any Renewal Term.

3.03 <u>Title Insurance</u>. Tenant has obtained a title insurance commitment from Fidelity National Title Insurance Company ("<u>Title Commitment</u>") and subsequent updates to title having a most recent effective date of June 11, 2021 ("<u>Title Effective Date</u>") for the issuance of a leasehold title policy, agreeing to issue to Tenant a title insurance policy in such amount as deemed appropriate by Tenant, and Tenant furnished a copy of the Title Commitment to the Town together with legible copies of all exceptions to coverage reflected thereon upon receipt. The cost of the Title Commitment and title insurance policy and any premium shall be borne by Tenant.

3.04 Title Defects. Tenant has previously delivered written notice dated November 27, 2019 to the Town of Tenant's objections to the Title Commitment ("Title Objection Notice"). The Town delivered written notice dated December 23, 2019 to Tenant responding to its Title Objection Notice ("Town's Title Response"). Tenant accepted the Town's Title Response. Accordingly, Tenant has accepted the condition of title to the Premises as of the Title Effective Date, subject to any obligations of the Town set forth in the Town's response to the Title Objection Notice. Accordingly, Tenant has accepted title to the Premises subject to all matters of record, subject to the obligations set forth in the Town's Title Response and such matters shall be deemed "Permitted Exceptions". Notwithstanding anything contained herein to the contrary, Town shall satisfy or cause the removal of any requirements in the Title Commitment necessary to convey the leasehold interest to be insured thereunder to Tenant, including, the delivery of an owner's title affidavit, authority resolutions and/or removing any monetary encumbrance or lien on the fee simple interest in the Property. Further, Tenant shall have the right to update the Title Commitment and if any new matter is reflected on such update or updates after the Title Effective Date that render title to the leasehold estate unmarketable ("Subsequent Title Matters"), Tenant shall deliver written notice to the Town of Tenant's objections thereto no less than thirty (30) days prior to the expiration of the Remediation Plan Outside Approval Date and the Town shall have the right, but not the obligation, prior to the expiration date of the Remediation Plan Outside Approval Date, to cure such Subsequent Title Matters or to make arrangements with the title insurer for the removal of the Subsequent Title Matters from the Title Commitment. If the Town elects to not to cure or remove such the Subsequent Title Matters it shall give written notice to Tenant within ten (10) business days from receipt of any update to the Title Commitment and Tenant's written notice of Subsequent Title Matters and Tenant shall have the option of (a) accepting the condition of title to the Premises at it then exists, or (b) terminating this Lease on or prior to the Remediation Plan Outside Approval Date.

3.05 <u>Survey</u>. Tenant has obtained a current survey of the Premises that has been resolved as set forth in Section 3.04 above.

3.06 <u>Warranty of Title</u>. The Town hereby represents and warrants that it is the fee owner of the Property, and that the Property will, on the Date of Beneficial Occupancy, be free from all mortgages or other monetary encumbrances by and under the Town and all licenses and leases except for this Lease, but Tenant shall be solely responsible for the same to the extent arising by and under Tenant. Tenant shall give the Town written notice in the event of any monetary encumbrance that exists on the Date of Beneficial Occupancy, and the Town shall be required to cure such monetary encumbrance within ninety (90) days following such written notice. The term monetary encumbrance shall not include municipal charges that are susceptible of proration, and any such charges shall be appropriately prorated as of the Date of Beneficial Occupancy.

#### 3.07 Inspections; Environmental Condition; Remedial Action Plan.; Brownfields

(A) Tenant conducted inspections and tests of the Property under an Inspection Period that was permitted under Prior Lease ("Inspection Period") at Tenant's sole cost and expense, with such inspections having included, without limitation, the following: (a) physical inspection of the Property; (b) soil and geotechnical investigations; (c) environmental assessment; (d) topographic studies; and (e) engineering, utilities and site planning studies ("Inspections"). All Inspections shall have been conducted at Tenant's sole cost and expense and performed by licensed persons or firms dealing in the respective areas or matters. Tenant hereby indemnifies the Town Representatives from and against any and all loss, damage, claim, demand, liability or expense (including reasonable and documented attorneys' fees at trial and all appellate levels) arising from or out of a Tenant Party's entry upon and inspection of the Property except Tenant shall not be required to indemnify the Town for the mere discovery of an adverse condition unless Tenant exacerbates the condition. Tenant's obligation to indemnify the Town Representatives pursuant to this Section 3.07(A) shall survive the expiration or termination of this Lease. In the event of any termination of this Lease, Tenant remains obligated, at its sole cost and expense, shall repair any damage resulting from the Inspections and restore the Property to such reasonably similar condition as it existed prior thereto, using materials of comparable kind and quality; provided, however, Tenant shall not be required to repair minor items such as occasional tire tracks or ordinary settling of previously filled holes.

(B) The parties acknowledge and agree that Tenant's election not to terminate this Lease prior to the expiration of the Inspection Period means that Tenant has accepted the Property in its AS-IS condition without warranty by the Town whatsoever except only with respect to the Environmental Condition of the Property, subject to the warranties of the Town expressly stated herein or in any document given in connection herewith. The parties agree that the Inspection Period shall be extended, subject to the deadlines below, solely for the purpose of permitting Tenant to complete the Assessment Process and develop the Remedial Action Plan.

(C) The Town will reasonably cooperate with Tenant in submitting the Premises to Palm Beach County for a brownfield area designation pursuant to Section 376.80, Florida Statutes. The Town shall bear the cost of its own attorneys, engineers and consultants in reviewing Tenant's brownfield area designation. If Palm Beach County grants the brownfield area designation and the Tenant later terminates this Lease or this Lease is otherwise terminated in accordance with its terms, Tenant at its sole cost, if so directed by the Town in writing, will take all necessary actions to revoke, or cause Palm Beach County to revoke, the brownfield area designation if requested to do so by the Town. Should the County designate the Premises as a brownfield area, Tenant shall enter into the BSRA with the State of Florida. The Town, at its discretion, may join Tenant in entering the BSRA. In the event that Tenant has not entered into the BSRA on or before February 8, 2022 (which date shall be without extension for Force Majeure), Tenant may elect, within two (2) business day from the expiration of such period, to (a) waive the requirement of the BSRA by written notice to the Town, or (b) terminate this Lease. In the event that the Town has not timely received Tenant's written notice as required herein, Tenant shall be deemed to have terminated this Lease. In the event that Tenant has elected to waive the requirement of the BSRA and has not terminated this Lease for failure to timely obtain the BSRA, then in such event the BSRA shall not be a contingency to Tenant's obligations with respect to remediation of the Environmental Condition and completion of the Landfill Closure.

Subject to Tenant's termination right as hereafter provided, Tenant has agreed to (D) remediate the Environmental Condition and complete the Landfill Closure, at Tenant's sole cost and expense, in accordance with the Tenant's Current Environmental Submittals as affected by the BSRA and all applicable Environmental Laws. Tenant agrees to complete the Site Rehabilitation Assessment and submit a proposed Remedial Action Plan to the Town on or before June 8, 2022, and Tenant's submittal shall include an updated detailed estimate of probable costs to accomplish the Remedial Action Plan and accomplish the Landfill Closure prepared by Tenant's duly licensed environmental consultant (the "Initial Remediation Cost Estimate"). If Tenant is not satisfied with the results, recommendations and costs reflected in the Remedial Action Plan and Initial Remediation Cost Estimate, Tenant shall be permitted to terminate this Lease on the earlier of its submittal of the Initial Remediation Cost Estimate or June 8, 2022. If Tenant does not timely terminate this Lease, Tenant shall be deemed to have agreed to perform the work described in the proposed Remedial Action Plan and the Landfill Closure for an amount not exceeding one hundred twenty percent (120%) of the Initial Remediation Cost Estimate. If Tenant has not exercised its right to terminate the Lease, the Town shall provide to Tenant its reasonable detailed comments to the Remedial Action Plan and Initial Remediation Cost Estimate in consultation with the Town's duly licensed environmental consultant within fifteen (15) business days following Tenant's submittal to the Town ("Review Period"). The parties agree to negotiate for a period of up to thirty (30) days ("Remediation Negotiation Period") from the date of the Town's comments to amend, as applicable, the Remedial Action Plan and the Initial Remediation Cost Estimate in a manner reasonably acceptable to the Tenant and Town and the date of June 8, 2022 shall be extended for up to thirty (30) days (but no such period of extension shall apply of the Town has no comments.) If the Town and Tenant are unable to agree on reasonable modifications to the Remedial Action Plan within such thirty (30) day period, Tenant shall have a period of two (2) business days thereafter to elect to (a) accept the Remedial Action Plan and Initial Remediation Cost Estimate with those changes and comments suggested by the Town in consultation with its environmental consultants and, thereafter shall amend the Remedial Action Plan accordingly, or (b) terminate this Lease. Tenant shall submit the proposed Remedial Action Plan to the Florida Department of Environmental Protection for approval within fifteen (15) business days following written confirmation of the Town's agreement with the Remedial Action Plan and Initial Remediation Cost Estimate. In furtherance of the Review Period and the Remediation Negotiation Period, Tenant agrees that the Town and/or its environmental consultants, in coordination with and as agreed by Tenant and Tenant's environmental consultant, may consult with FDEP, and in the event the Town determines that such consultation would be useful. The Town shall have the option to terminate this Lease upon written notice to Tenant if Tenant does not submit the Remedial Action Plan and Initial Cost Estimate to the Town by June 8, 2022 and/or does not submit the proposed Remedial Action Plan to Florida Department of Environmental Protection ("FDEP") within the fifteen (15) business days period.

(1) Following Tenant's submittal of the Remedial Action Plan to FDEP, the Town agrees to cooperate with Tenant, without cost to the Town, to have the Remedial Action Plan approved by all required Governmental Authority. The requirement of such reasonable cooperation shall include, but is not limited to, communicating with governmental agencies and parties, executing such applications and documents necessary for the implementation of the Remedial Action Plan and/or Landfill Closure processes, participating in meetings and providing reasonable review and comment to any necessary agency submittals, each to the extent reasonably requested by the Town or Tenant and reasonably approved by the other. The Town shall bear the fees and cost of its consultants, engineers and attorneys engaged by the Town to provide review and advice with respect to the Remediation Action Plan submitted by Tenant and for such reasonable cooperation that the Tenant may request.

(2)In the event that the Remedial Action Plan has not received final approval by all required Governmental Authority on or before December 5, 2022, Tenant shall have the right to (a) terminate this Lease on or before December 5, 2022 or (b) continue pursuing final approval on or before December 31, 2023, provided that Tenant may elect this option only if, by December 5, 2022: (i) Tenant has delivered to the Town comments by the Governmental Authorities to the Remedial Action Plan that are indicative that Tenant's Remedial Action Plan is in substantial conformance with the applicable rule requirements, (ii) Tenant delivers to Town the sum of \$350,000 ("Extension Deposit"), (iii) Tenant is diligently pursuing the approval of the Remedial Action Plan, (iv) Tenant starts paying Base Rent when payable under ARTICLE 5 and (v) no Event of Default occurs. For purposes of this Lease, the "Remediation Plan Outside Approval Date" is December 5, 2022 or, if Tenant duly makes the Extension Deposit and otherwise qualifies under the foregoing requirements for such extension, then the Remediation Plan Outside Approval Date shall be December 31, 2023. If final approval of the Remedial Action Plan is not issued by all applicable Governmental Authorities on or before the Remediation Plan Outside Approval Date (or by December 5, 2022 if Tenant has not extended such initial deadline of December 5 as provided above), each of the Town and Tenant shall have the right to terminate this Lease by written notice on or before two (2) business days after the applicable Remediation Plan Outside Approval Date. The Extension Deposit shall be non-refundable to Tenant if either Town or Tenant terminate this Lease due to Tenant's failure to timely obtain approval of the Remedial Action Plan. If the Lease is not so terminated, the Extension Deposit shall be credited towards the first payment of Base Rent due by Tenant under this Lease.

(3) On or prior to the Remediation Plan Outside Approval Date, Tenant shall update the Initial Remediation Cost Estimate ("<u>Updated Opinion of Probable Cost</u>") and provide copy thereof to the Town. Tenant shall have the right to terminate this Lease, on or prior to the Remediation Plan Outside Approval Date, if the Updated Opinion of Probable Costs is more than 120% of the Initial Remediation Cost Estimate, In the event that Tenant does not timely terminate, Tenant shall be bound to perform the work described in the approved Remedial Action Plan.

Prior to starting the Site Rehabilitation Process, Tenant shall secure financial (E) assurances in the amount of one hundred twenty percent (120%) of the Updated Opinion of Probable Costs (the "Required Security Amount") for the benefit of Town as follows. Tenant shall deliver, or may elect to cause the contractors performing such work to deliver to the Town, at Tenant's sole cost, a payment and performance bond(s) that is in a form and substance reasonably satisfactory to the Town, from surety companies reasonably acceptable to the Town (the "Remediation Bond"), in the Required Security Amount. Such Remediation Bond must satisfy the requirements of Section 255.05, Florida Statutes and shall contain a dual obligee rider naming the Town as beneficiary thereof. In lieu of the Remediation Bond required by this Section, Tenant may file with Town an alternative form of security in the form of cash, money order, certified check, cashier's check, irrevocable letter of credit, or security of a type listed in Part II of Chapter 625, Florida Statutes; provided, however, the form of the security and company issuing such security, if applicable, shall be subject to the prior written approval of Town, which approval shall not be unreasonably withheld, conditioned or delayed, and shall be in accordance with applicable Countywide Policies and Procedures established in accordance with the Palm Beach County Administrative Code. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Remediation Bond required by this Section. The Remediation Bond or any such alternative form of security may be reduced by Tenant subject to reasonable approval of Town during the performance of the Site Rehabilitation Process, but not more than once each semi-annual period unless otherwise agreed upon by the Tenant and the Town, based upon the percentage of completion of the Site Rehabilitation Process, and the Town Manager, on behalf of the Town, may execute such certificates, notices or other documents as may be necessary to effectuate such reduction. Tenant shall provide Town evidence reasonably satisfactory to Town evidencing the percentage of completion of the Site Rehabilitation Process and indicating the balance to finish the work;

provided, however, that in no event shall the Remediation Bond be reduced below \$1,600,000.00, which amount is the estimated cost of completing the Landfill Closure, until such time as the Landfill Closure is fully completed. Tenant shall be required to complete the Site Rehabilitation Process once commenced.

(F) Tenant shall use commercially reasonably efforts to cause the Site Rehabilitation Process to be completed by the milestone dates reflected in the Project Timeline; provided, however, Tenant shall not be deemed in default under this Lease if Tenant is unable to complete any portion of such process or the Landfill Closure by such milestone dates so long as Tenant is diligently pursuing the completion of the remediation of the Environmental Condition and Landfill Closure and so long as no Governmental Authority has imposed fines, penalties or claims of noncompliance and so long as Tenant has met all deadlines imposed by Governmental Authority.

(G) From and after the Effective Date unless this Lease has been earlier terminated and provided no Tenant Default exist, Tenant shall have the exclusive right to use and occupy the Premises for the development and implementation of the Remedial Action Plan and for the installation, construction, use and operation of the Initial Leasehold Improvements. Tenant shall not, however, commence the installation, construction, use and operation of the Initial Leasehold Improvements until its receipt and tender to the Town of all Governmental Approvals or its waiver of its termination right for failure to obtain the Governmental Approvals. In all instances, however, Tenant shall have obtained sufficient Governmental Approvals for Tenant's installation, use and occupancy of any Initial Leasehold Improvements that it may commence from time to time.

(H) Tenant shall have no obligation to commence, and shall not commence, the Site Rehabilitation Process until Tenant has obtained the Governmental Approvals or waived its termination right for failure to obtain the Governmental Approvals.

3.08 Final Approvals. This Lease requires Tenant's diligent pursuit of any and all governmental approvals, subject only to conditions and stipulations acceptable to Tenant in its sole discretion, necessary for Tenant's Intended Project and any Permitted Uses (collectively, the "Governmental Approvals"), including without limitation, all public easements, permits, subdivisions, plats, traffic concurrency, water/sewer utility capacity, storm water management approvals, environmental resources permits, landscaping and tree preservation approvals, site plan approval and entitlements, the expiration of all appeal periods and challenges exhausted. The Governmental Approvals shall include in Tenant's sole discretion all comprehensive plan amendments and zoning changes necessary to implement Tenant's Intended Project ("Land Use Amendment") The Tenant may, but shall not be required, to file its application for the Land Use Amendment until the expiration of the Inspection Period. Tenant will submit its application for the Land Use Amendment not later than the May, 2020 submittal date. With respect to the Governmental Approvals, the parties agree that Tenant shall not be permitted to record any plat or make any dedications to public or quasi-public authority if (i) a Tenant Default has occurred and is continuing, or (ii) if Tenant has any rights to terminate this Lease as result of a failure to obtain the Governmental Approvals, approval of the Remedial Action Plan, or in connection with the Updated Opinion of Probable Costs.

(A) Town shall cooperate with Tenant, without cost or expense to the Town, in the pursuit of the Governmental Approvals by promptly executing applications and other instruments necessary to obtain the Governmental Approvals when the property owner is required to execute such applications or instruments (each an "<u>Ancillary Action</u>"). The Town shall authorize such applications or other instruments on behalf of the Town by the Town Manager or his or her designee, to the extent the Town Manager has legal authority to do so. In all instances when the Town is requested or required to take any Ancillary Action, Tenant shall reimburse the Town, as Additional Rent, within thirty (30) days following the Town's periodic tender of an invoice, in an amount equal to the Town's actual and

commercially reasonable third party fees and costs (including reasonable outside counsel attorney's fees and costs) associated with the Town's assessment of any documents; provided, however, in no event shall the aggregate total costs to be paid by Tenant to the Town for Ancillary Actions pursuant to this Section 3.08(A) exceed \$25,000.00. Notwithstanding the foregoing, in the event the Town is made a party to, is required by law and/or is requested by Tenant to cooperate with Tenant in defending any action, claim, litigation or challenge related to the Governmental Approvals, prior to such Governmental Approvals becoming final (i.e. prior to receipt of Final Approval), such as by way of example and not limitation, the defense of a challenge to a Comprehensive Plan Amendment or to a zoning change, Tenant agrees to indemnify and hold the Town harmless from any and all commercially reasonable fees, costs and expenses (including reasonable outside counsel attorney's fees and costs) actually incurred by the Town with respect to such matter. To the extent requested by Tenant, the Town's cooperation in Ancillary Actions as set forth herein shall include the Town's reasonable efforts in assisting Tenant in expediting Site Plan review and issuance of any building permits required with respect to the Tenant's Intended Project. Tenant acknowledges that: (a) Town shall be acting in its proprietary capacity in executing such applications or instruments and that nothing in this Section 3.08 shall be construed as obligating or requiring Town to take any specific action on such applications or instruments when acting in its governmental or regulatory capacity; and (b) any and all costs incurred in the pursuit of the Governmental Approvals shall be borne solely by Tenant as provided herein.

(B) "Final Approval" shall be deemed to have been granted on the date when: (a) all of the Governmental Approvals have been issued by the appropriate Governmental Authorities, (b) any ordinances adopted in connection with the Governmental Approvals have taken effect, (c) the time has passed for appeal of all Governmental Approvals, or any appeals and litigation with respect to any Governmental Approval have been prosecuted and resolved in a manner satisfactory to Tenant and are not subject to remand to lower courts or governmental agencies and (d) no notice of referendum or initiative to challenge any Governmental Approval has been published or publicized during a time when such referendum or initiative can legally accomplish the overturning of any Governmental Approval. Tenant shall deliver a true and correct copy of each of its submittals in furtherance of Governmental Approvals to the Town promptly after Tenant's submittal thereof to Governmental Authorities, and Tenant shall, if requested by the Town, provide the Town with a true and correct copy of material responses and written inquiries from Governmental Authorities.

(C) If Final Approval has not been obtained on or before June 30, 2022 ("Approval Deadline"), Tenant may terminate this Lease upon written notice to the Town given within ten (10) days after the expiration of the Approval Deadline (as extended, if applicable). The Approval Deadline may be extended by either or both of the following events: (i) due to Events of Force Majeure (provided that such extension for Events of Force Majeure may not exceed 90 days in the aggregate and shall be confirmed by Tenant's written notification to the Town, which may be by electronic mail, within fifteen (15) Business Days following any Event of Force Majeure), in which event the Tenant shall be entitled to extend the Approval Deadline by up to an additional ninety (90) days by providing written notice thereof to the Town; or (ii) if the Town does not execute and deliver to Tenant any application or other instrument necessary to obtain the Governmental Approvals within ten (10) Business Days after Tenant's written request for the same ("Town Delay"), then the Approval Deadline shall be extended by one (1) day for each day after such tenth 10<sup>th</sup> Business Day until the Town executes and returns such application or instrument to Tenant. Tenant will use commercially diligent and good faith efforts to obtain all Governmental Approvals. Tenant acknowledges that no Town Delay has occurred as of the Effective Date.

(D) If the Final Approval has not been obtained within twenty-four (24) months after the Approval Deadline (as extended, if applicable) (the "<u>Outside Termination Date</u>") and the Tenant has not otherwise terminated this Lease as permitted under Section 3.08(C) above, and notwithstanding that

Tenant has commenced paying sums due under ARTICLE 5 hereunder, the Town may also terminate this Lease by sending written notice to Tenant no later than thirty (30) days after the expiration of the Outside Termination Date. Upon termination of this Lease by Tenant or the Town pursuant to this Section 3.08(D) or 3.08(C), this Lease shall be deemed terminated, and the parties hereto shall be relieved of all liabilities and obligations under this Lease, except for those obligations with respect to the Site Rehabilitation Process hereunder prior to termination of this Lease or which expressly survive termination. For the avoidance of doubt, no dates or deadlines in this Article 3 shall be subject to extension for Force Majeure except only to the extent, if any, expressly provided in this Article 3.

## **ARTICLE 4 - PREMISES AND PRIVILEGES**

4.01 <u>Description of Premises</u>. Town hereby demises and leases to Tenant, and Tenant rents from Town, the Property, subject to the terms, conditions and covenants set forth herein.

4.02 <u>Description of Tenant's Intended Project</u>. Tenant intends to use the Property for the purpose of constructing, maintaining and operating, at Tenant's sole discretion the Initial Leasehold Improvements. Town acknowledges and agrees that the Initial Leasehold Improvements can be constructed in phases, at Tenant's sole discretion.

4.03 <u>Prohibited Uses</u>. Tenant agrees the Property shall be utilized solely for the Permitted Uses and for no other purpose whatsoever without the Town's prior written consent. Without limitation of the foregoing, the uses set forth in <u>Exhibit "D"</u> are expressly prohibited (any of such use being a "<u>Prohibited Use</u>".) Any use of the Property for any Prohibited Use shall be subject to the specific remedies of the Town also set forth in <u>Exhibit "D"</u>.

## 4.04 Restrictions on Privileges, Uses and Rights.

(A) The rights granted hereunder are expressly limited to the improvement, maintenance, and operation of the Property pursuant to the terms and conditions of this Lease.

(B) Tenant shall not store inoperable vehicles, and, except during periods of construction or installation of Tenant Improvements at the Premises, equipment or machinery within public view on the Property.

(C) From and after the Date of Beneficial Occupancy, all storage and dumpsters must be screened or concealed from public view, and storage shall be limited to storage incidental to Tenant's overall operation on the Premises.

(D) Irrespective of whether incidental to any Permitted Use, under no circumstances shall the Property be used for Prohibited Use set forth in *Exhibit "D"*.

4.05 <u>Condition and Use of the Property</u>. Except as otherwise provided for herein, and subject to Tenant's rights to complete inspections pursuant to Section 3.03, Section 3.05 and Section 3.06, Tenant accepts the Property in its "AS IS CONDITION" and "WITH ALL FAULTS," together with all defects, latent and patent, if any. Tenant further acknowledges that, except to any extent expressly set forth in this Lease, the Town has made no representations or warranties of any nature whatsoever regarding the Property including, but not limited to, the physical and/or environmental condition of the Property or any improvements located thereon; the value of the Property or improvements; the zoning of the Property; title to the Property; the suitability of the Property or any improvements for Tenant's Intended Project; or Tenant's legal ability to use the Property for Tenant's Intended Project.

4.06 <u>Gas Station Use Covenants</u>. Tenant covenants that any use of the Premises for the Gas Station Use or any sublease applicable thereto shall meet and/or contain the following requirements and covenants:

(A) Neither Tenant nor Subtenant will engage in activities or operations during the term of this Lease that involve the generation, manufacturing, refining, transportation, treatment, storage, disposal, handling or Release of Hazardous Materials on the Premises. The foregoing covenant shall not prohibit the Gas Station Use with fuel dispensing facilities or any Incidental Materials on the Premises that are used, sold or disposed of in material compliance with Environmental Laws;

(B) At all times following the commencement of the Gas Station Use, Subtenant shall obtain, maintain in effect and comply with all material permits, licenses and other requirements pursuant to any Environmental Laws relating to activities on the Premises by the Subtenant;

(C) Subtenant shall at all times satisfy the financial assurance requirements presented in Rule 62-761, F.A.C. as follows:

(1) If Subtenant satisfies financial assurance requirements through the financial test and corporate guaranty, Subtenant shall indemnify, defend and hold harmless Tenant, its officers, partners, directors, shareholders, employees and agents, and Town from any claims and losses arising from, on account of, or in connection with (i) the violation of any Environmental Law by Subtenant (ii) the presence, use, generation, storage, or Release of Hazardous Materials in, on, under, or above the Premises, to the extent occurring as a result of the acts or omissions of Subtenant, or (iii) any violation of the obligations of Subtenant contained in this Section;

(2) If Subtenant satisfies the financial assurance requirements with insurance, the insurance conditions in Section 12.02 of the Lease shall apply;

(3) If Subtenant satisfies the financial assurance requirement using either a performance bond, letter of credit, or trust fund or standby trust fund, such instrument shall contain a dual obligee rider naming the Tenant and the Town as beneficiary thereof.

(D) Subtenant, at its expense and at the completion of the Gas Station Use shall (i) dismantle and remove any and all structures associated with Subtenant's fuel dispensing facility, including any tanks, piping, containers or other appurtenances, (ii) conduct any required environmental sampling associated with the removal of Subtenant's fuel dispensing facility, and (iii) close any excavated areas resulting from the removal of the Tenant's fuel dispensing facility, all of the foregoing in compliance with all Environmental Laws and in accordance with work plans and report to be approved by Tenant and the Town prior to the commencement of the foregoing work.

(E) Subtenant shall be responsible for the remediation of any Release of Hazardous Materials for which Subtenant is obligated to indemnify or insure Tenant and Town.

(F) Subtenant shall carry specialty insurance as specified in Section 12.13 herein addition to the insurance specified in this Section. Such specialty insurance shall be of the form and include coverage limits approved by the Town, which approvals shall not be unreasonably withheld. The following additional requirements shall apply to Subtenant's specialty insurance:

(1) All insurance policies required hereunder shall be obtained from an insurance provider duly licensed and in good standing in the State of, Florida and having a rating of at least A-.

(2) Subtenant shall deliver to Tenant and Town certificates from the company(ies) issuing such insurance policies as to the coverages afforded and the existence, in force, of such fully paid for policies. Renewal certificates should be provided at least annually or if there is a change in policy or coverage.

(G) The covenants and indemnities contained in this Section with respect to the Gas Station Use shall survive the expiration or termination of this Lease and/or applicable sublease.

## ARTICLE 5 - RENTAL, FEES, CHARGES AND SECURITY DEPOSIT

5.01 <u>Rental.</u> All sums due from Tenant hereunder are base rent or Additional Rent, whether or not expressly so denominated. Commencing on February 1, 2024 through the Initial Term, Tenant shall pay to the Town, for the use and occupancy of the Premises, the annual base rent set forth in Exhibit "C" ("<u>Base Rent</u>") attached hereto and made part hereof.

5.02 <u>Commencement and Time of Payment of Rental.</u> Payment of annual Base Rent by Tenant to the Town shall commence upon the Date of Beneficial Occupancy. The annual Base Rent shall be payable in equal monthly installments, in advance, on or before the first (1st) day of each and every month throughout the Term of this Lease, plus sales tax thereon. The monthly rent due hereunder shall be pro-rated for any month in which the Date of Beneficial Occupancy commences if such date is other than the first day of the month. All payments must be delivered, without demand and without any deduction, holdback or set off whatsoever (unless expressly permitted by the terms of this Lease), to: 360 S. County Road, Accounts Payable, Palm Beach, FL 33480, or at such other address as may be directed by the Town in writing from time to time. Payments shall be made payable to "The Town of Palm Beach, Florida" Tenant acknowledges that Tenant shall be required to remit sales taxes applicable to the payment of Base Rent and Additional Rent hereunder to the Town with its payment of monthly Base Rent (or any payment of Additional Rent) unless Tenant submits a certificate of exemption from the Florida Department of Revenue or any successor agency to the Town prior to any rental payment that does not include sales tax.

5.03 <u>Renewal Term Rent</u>. In the event Tenant and the Town agree to renew the Term of this Lease as provided in Section 3.02 above, the rental rate applicable to the Premises during each Renewal Term shall be as determined under Section 3.02( C) above.

5.04 <u>Late Payments - Interest.</u> Tenant shall pay to Town interest at the rate of one and one-half percent (1.5%) per month on any late payments received more than three (3) Business Days after its due date.

5.05 Letter of Credit and Payment Guaranty. Within ten (10) Business Days after the Date of Beneficial Occupancy, as security for the payment of the Base Rent and Additional Rent required to be made by Tenant under this Lease, the Tenant shall deliver to the Town an (i) unconditional payment guaranty from the Guarantor ("Payment Guaranty") in the form attached hereto as *Exhibit "G"* (ii) an irrevocable stand-by letter of credit ("Letter of Credit") issued by a Lender in favor of Town in the amount equal to \$867,618.00 (which amount equals annual rent for the first year of the term of this Lease). The Letter of Credit shall in form reasonably acceptable to the parties and shall include, among other things, (1) the Town as the sole beneficiary thereunder, (2) automatic yearly renewals, and (3) contain a statement indicating that the Letter of Credit may be drawn at sight, upon presentation of statement by an authorized representative of the Town indicating that "the beneficiary is entitled to draw upon this letter of credit in the amount of [\$amount of overdue rent] pursuant to that certain ground lease between applicant and the beneficiary". The Town shall have the right to terminate this Lease in the event that the Payment Guaranty and Letter of Credit are not duly and timely delivered to the Town.

For purposes hereof, the "Stabilization Date" means the date on which the Premises has achieved an average Debt Service Coverage Ratio (as hereafter defined) of 1.15x. Tenant shall provide the Town with a certification as to the Stabilization Date executed by its chief financial officer or chief executive officer together with a company prepared balance sheet of Tenant, a cash flow statement and a current (no more than 30 days old) rent roll (collectively, the "Financial Statements") certifying that Tenant has achieved the required Debt Service Coverage Ratio. "Debt Service Coverage Ratio" means the ratio of Effective Gross Income to Operating Expenses. "Effective Gross Income" means, the sum of all rents, expense reimbursements and other income and revenues from the operation of the Premises, annualized where applicable, from tenants under fully executed leases (rent from any tenant that took occupancy during such period shall be considered in occupancy for the full period), for the trailing six (6) month period reflected in the Financial Statements less Operating Expenses, annualized where applicable, for the period reflected in the Financial Statements. "Operating Expenses" means the sum of all costs, debts and expenses paid or incurred with respect to the Premises for the trailing six (6) month period reflected in the Financial Statements, annualized where applicable, which operating expenses shall include, but not be limited to, all Base Rent and Additional Rent actually paid for the period reflected in the Financial Statements, taxes and payments that are Tenant's obligations under this Lease, insurance costs, the funding of any reserves required by any Leasehold Mortgagee, actual management fees and actual debt service paid under any loan or loans encumbering the Tenant's leasehold interest.

The calculation of Debt Service shall be evidenced by a certification of Tenant's chief executive officer or chief financial officer together with the Financial Statements. The Payment Guaranty shall remain in effect until the Payment Guaranty Termination Date as defined below.

In the event of a Tenant Default for failure to pay Base Rent or Additional Rent which is not cured within the applicable cure period set forth in Section 17.02(A) of this Lease, Town shall send a second written notice of default to Tenant and if Tenant fails to pay the delinquent Base Rent and/or Additional Rent within ten (10) business days after receipt of such second notice of default, Town, in addition to any other rights and remedies available to Town at law or in equity, shall have the right to draw upon the Letter of Credit in the amount of the past due Base Rent and Additional Rent. In the event that Tenant is not in default for failure to pay any Base Rent or Additional Rent, after the expiration of all applicable cure periods hereunder, as of the date which is one (1) year following the later of (a) the Date of Beneficial Occupancy and (b) the Stabilization Date ("LC Termination Date") then Town shall return the original Letter of Credit to Tenant within thirty (30) days following written demand from Tenant after the expiration of the LC Termination Date. Except for the Continuing Guaranty Provisions, as defined in the Payment Guaranty, the Payment Guaranty shall remain in effect for obligations accruing under the Lease until two (2) years from the later of (i) the Date of Beneficial Occupancy and (ii) the Stabilization Date (the "Payment Guaranty Termination Date"). The Continuing Guaranty Provision under the Payment Guaranty shall not be applicable to payment obligations occurring after (i) the release of Guarantor after an assignment of the Lease permitted under Section 18.08 of the Lease, or (ii) the termination of this Lease for a reason other than Tenant's default, in which instance Guarantor shall be responsible for monetary obligations of Tenant through the date the Payment Guaranty Termination Date would have otherwise occurred (the "Continuing Guaranty Provision Termination Date").

5.06 <u>Triple Net Lease</u>. This Lease shall be deemed to be "triple net" without cost or expense to the Town including, but not limited to, cost and expenses relating to taxes, insurance, and the maintenance and operation of the Premises.

5.07 <u>Taxes and Fees.</u> Tenant shall pay, on or before delinquency, all Federal, State and local taxes and fees, and all special assessments of any kind, which are now or may hereafter be levied upon the Premises or the estate hereby granted, or upon Tenant, or upon the business conducted on the Premises, or upon any of Tenant's property used in connection therewith, or upon any rentals or other

sums payable hereunder, including, but not limited to any ad valorem taxes and sales or excise taxes on rentals, and personal property taxes against tangible and intangible personal property of Tenant (collectively, the "Taxes"). Notwithstanding the foregoing, Tenant hereby covenants and agrees to pay monthly to the Town, as Additional Rent, any sales, use or other tax, or imposition in lieu thereof (excluding State and/or Federal Income Tax) now or hereinafter imposed upon the rents, use or occupancy of the Premises imposed by the United States of America, the State of Florida or the County, notwithstanding the fact that the statute, ordinance or enactment imposing the same may endeavor to impose the tax upon the Town as landlord/lessor, to the extent as applicable, unless Tenant is exempt from paying sales taxes and provides the Town with a sale tax exemption certificate. All real estate taxes and assessments which are due and payable in the first Lease Year of the Term of this Lease or within one (1) year after the expiration of the Term of this Lease shall be prorated as of the Effective Date or the date of expiration of the Term, whichever is applicable, on the basis of the fiscal year with respect to which such taxes or assessment are assessed. Tenant shall be responsible for and shall pay the portion of such real estate taxes and assessments relating to the period beginning with the Effective Date through and including the expiration of the term of this Lease.

5.08 <u>Additional Rent.</u> Any and all sums of money or charges required to be paid by Tenant under this Lease, other than the Base Rent, shall be considered "<u>Additional Rent</u>", whether or not the same is specifically so designated and Town shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to the Town with regards to Base Rent.

5.09 <u>Accord and Satisfaction.</u> In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. Town may accept any check or payment without prejudice to the Town's right to recover the balance due or to pursue any other remedy available to Town pursuant to this Lease or under the law.

## **ARTICLE 6 - QUALITY AND CHARACTER OF OPERATIONS**

6.01 <u>No Covenant of Continuous Operation</u>. Tenant agrees to use, occupy and operate the Premises in a reputable manner and consistent with industry standards and practices of reputable, non-delinquent businesses, all consistent with and subject to the terms and conditions of this Lease. Tenant shall have no obligation to continuously operate within the Premises; provided, however, if Tenant elects not to operate within the Premises, Tenant shall continue to comply with all of the terms and conditions of this Lease, including without limitation the obligation to pay Base Rent, Additional Rent, make third party payments required of Tenant and maintain the Premises.

6.02 <u>Nondiscriminatory Services Requirement</u>. Tenant shall provide all services to its customers, tenants and patrons without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information, in each case, in accordance with Requirements; provided, however, that Tenant may make or give such reasonable and nondiscriminatory discounts, rebates, or other similar price reductions as it may desire to groups such as its employees, seniors, students, children under twelve (12) and military personnel so long as permitted under applicable Requirements. Tenant shall include the foregoing clause in all non-residential subleases under this Lease (and in the event that Tenant subleases a portion of the Premises for the development or operation or residential units, then the foregoing clause shall be included.)

6.03 <u>Management of Premises.</u> Tenant shall ensure the Residential Units are managed, maintained, and operated under the supervision and direction of appropriately experienced manager(s) consistent with managers at other projects operated by Tenant as of the date of this Lease. Town

acknowledge and agrees that Tenant's subsidiary management company is an acceptable manager of the Residential Units so long as it is duly licensed and insured. Tenant shall provide the Town with contact information for one or more local manager(s) of the Tenant or any Sub-Tenant who will be available by telephone in case of an emergency.

# **ARTICLE 7 - CONSTRUCTION OF IMPROVEMENTS**

7.01 Tenant Construction Requirements. All Tenant Improvements constructed or placed on the Property, or improvements constructed outside the Property on Town-owned property or Countyowned property required by the Governmental Approvals to be made by Tenant (such as off-site drainage improvements or traffic improvements), shall be completed at Tenant's sole cost and expense, shall comply with any and all applicable Requirements, shall follow generally acceptable and appropriate construction methods that are in compliance with the foregoing, and shall be constructed in accordance with the requirements of this Article. To guaranty completion of the Tenant Improvements in accordance with the terms of this Lease, the Guarantor, shall execute and deliver to Town the guaranty of completion in the attached hereto as <u>Exhibit "F"</u> (the "Completion Guaranty"), which Completion Guaranty shall not become effective until the expiration of the Approval Deadline or Outside Termination Date, as applicable, if this Lease is not terminated by either party (as permitted in Section 3.08(C) and 3.08(D) respectively) and remains in full force and effect.

7.02 Initial Leasehold Improvements. Tenant, at its sole cost and expense, shall cause the design and construction of the Initial Leasehold Improvements. Substantial completion of the Initial Leasehold Improvements constructed by Tenant pursuant to the Plans and Specs (as hereinafter defined) shall be deemed to have occurred when the applicable Governmental Authority issues a temporary or permanent certificate of occupancy for the Initial Leasehold Improvements on the Property permitting the occupancy of such residential and any commercial building by the public ("Substantial Completion").

7.03 Approval Requirements for Initial Leasehold Improvements. Prior to submitting an application to any Governmental Authority for the construction of the Initial Leasehold Improvements, Tenant shall cause a detailed site plan ("Site Plan") and the plans and specifications for the Initial Leasehold Improvements and any other such Tenant Improvements ("Plans and Specs") to be prepared and delivered to the Town Manager for review, comment and approval, which approval shall not be unreasonably withheld, conditioned or delayed. The Town Manager shall review the Site Plan and/or Plans and Specs and provide a written response to Tenant within fifteen (15) Business Days of receipt of the Site Plan and/or Plans and Specs. If the Town Manager does not provide a response within the time periods required by this Article 7, then the Item submitted to the Town Manager for review and approval by Tenant shall be deemed approved. Notwithstanding anything contained herein to the contrary, so long as Tenant elects to construct the Initial Leasehold Improvements as Residential Units consistent with Requirements and using materially the same design and standards consistent with its other residential projects known as "Village at Mangonia" located at 2201 N. Australian Ave., West Palm Beach, Palm Beach County, Florida and "Lake Worth Village" located at 2220 Lake Work Road, Lake Worth, Palm Beach County, Florida (together the "Prototype Units") the Town Manager shall have no approval rights over the Tenant's Plans and Specs for the Residential Units and Tenant shall provide copy of such Plans and Specs for the Initial Leasehold Improvements to the Town only as a courtesy and for the Town Manager's confirmation that they are materially consistent with the Prototype Units. In the event the Town Manager does not approve the Site Plan and/or Plans and Specs, the Town Manager's response shall include the reasons for the disapproval and identify the modifications to the Site Plan and/or Plans and Specs required to obtain the Town Manager's approval. Tenant shall resubmit a modified, responsive Site Plan and/or Plans and Specs to the Town Manager within thirty (30) days of the date Tenant receives the Town Manager's written disapproval notice for final review and approval. The Town Manager shall review the modified Site Plan and/or Plans and Specs and provide a written response to Tenant within

fifteen (15) Business Days of written notice of such modifications and If the Town Manager does not respond within such fifteen (15) Business Days, provided that Tenant's written notice requesting approval stated in capital letters, "THE TOWN'S FAILURE TO RESPOND TO THIS SUBMITTAL WITHIN FIFTEEN (15) BUSINESS DAYS FOLLOWING ITS RECEIPT OF THIS WRITTEN NOTICE SHALL BE DEEMED A TOWN DELAY", the delay shall be deemed a Town Delay and the Approval Deadline shall be extended by one (1) day for each day of Town Delay. The foregoing procedures shall continue until the Town Manager has granted his/her approval, provided, however, that any delays caused by the Town in the foregoing review process for any modifications to the Site Plan and/or Plans and Specs that exceed ninety (90) days from the date Tenant delivers the original Site Plan and Specs to the Town for approval, shall entitle Tenant to extend the Approval Deadline by each day the Site Plan and Specs are not approved by the Town. Upon approval of the Site Plan and/or Plans and Specs by the Town Manager Tenant shall obtain all permits and other government approvals required for the commencement of construction, including the Governmental Approvals, provided however, that the foregoing shall not preclude Tenant from filing or seeking approval of the Land Use Amendment. For avoidance of doubt, it shall not be necessary for Tenant to obtain approval from the Town Council or Town Manager for Tenant to commence or file applications seeking the Land Use Amendment and/or other Governmental Approvals necessary for the development of the Premises, other than the Site Plan and/or the Plans and Specs for the Initial Leasehold Improvements. Tenant shall deliver to the Town one (1) complete set of final Site Plan and/or Plans and Specs as approved by the Governmental Authorities exercising jurisdiction thereover. Changes shall be permitted if such changes may be reasonably inferred from the Site Plan and/or Plans and Specs approved by the Town, or if they are made to comply with Requirements of any Governmental Authority exercising jurisdiction thereover. The Town Manager shall review any material modifications to the Site Plan and/or Plans and Specs and provide a written response to Tenant within five (5) Business Days of receipt. In the event the Town Manager withholds or conditions its approval of the Site Plan or the Plans and Specs in a manner that will materially adversely affect the construction of Tenant's Intended Project and/or the operation of Tenant's business, Tenant shall have the option to terminate this Lease upon thirty (30) days prior written notice to Town. If termination notice is timely given by Tenant pursuant to this Section 7.03), this Lease shall be deemed terminated, and the parties hereto shall be relieved of all liabilities and obligations under this Lease, except for those obligations arising hereunder prior to termination of this Lease or which expressly survive termination.

7.04 <u>Tenant's Obligations During Construction</u>. During construction, Tenant shall, without limitation and each consistent with the Requirements:

(1) follow appropriate construction methods consistent with Requirements, as to all aspects of the construction work, including the hours of construction;

(2) perform and complete the construction work in a diligent manner, with no abandonment or cessation of construction for any period exceeding ten (10) Business Days except in the case of an Event of Force Majeure;

(3) select the means and methods of construction, using only adequate and safe procedures, methods, structures and equipment;

(4) perform all necessary clearing and grading of the Property and the preparation of a compacted pad for the construction of the Initial Leasehold Improvements in compliance with all Requirements;

(5) furnish, erect, maintain and remove any construction equipment and temporary structures that may be required to perform the construction work; be responsible for the safety, efficiency and adequacy of the construction equipment and construction methods used, and be responsible for any damage which may result from any failure of the construction equipment or any failure in the method of construction;

(6) provide all architectural and engineering services, scaffolding, hoists, temporary structures, light, heat, power, toilets, temporary utility connections, equipment, tools and materials and whatever else may be required for the proper performance of the construction work;

(7) restore and repair any such properties damaged as a result of construction of the Initial Leasehold Improvements, whether such properties are publicly or privately owned;

(8) carry on any construction, maintenance or repair activity with diligence and dispatch;

(9) at all times provide adequate construction supervision at the Premises; and

(10) perform such other commercially reasonable work, assume such other reasonable duties, and otherwise manage, perform and complete the any Initial Leasehold Improvements to the Property required for their safe completion and due maintenance in accordance with the Requirements and the terms and conditions of this Lease.

7.05 Final Plans. Within sixty (60) days following (i) Substantial Completion of the Initial Leasehold Improvements, or (ii) with respect to any portion of Premises that is improved after Substantial Completion of the Initial Leasehold Improvements then upon Tenant's receipt of a certificate of occupancy or certificate of completion for such Tenant Improvements, as appropriate, Tenant, at its sole cost and expense, shall have prepared and deliver to the Town: one (1) complete set of as-built drawings in a hardcopy format; one (1) complete set of as-built drawings in a PDF format in the latest version acceptable by the Town; and one complete set of as-built drawings and of all civil site work in AutoCAD in the latest version acceptable to the Town.

7.06 <u>Cost of Construction</u>. The Initial Leasehold Improvements constructed upon the Premises shall be completed at Tenant's sole cost and expense and shall be completed in substantial accordance with the Site Plan and Plans and Specs approved by the Town Council and applicable Governmental Authorities.

7.07 <u>Town's Governmental Capacity</u>. Tenant acknowledges that the Town Manager shall be acting on behalf of the Town in its proprietary capacity in granting or denying any approvals required by this Article that nothing in this Article shall be construed as obligating or requiring Town to take any specific action when acting in its governmental or regulatory capacity.

7.08 <u>Town's Delivery Address</u>. The Site Plan and all Plans and Specs shall be delivered to the Town Manager, at: 360 South County Road, Palm Beach, FL 33480, or at such other address as may be directed by the Town in writing from time to time. The Town Manager shall be considered the Town's designee for purposes of approvals pursuant to this Section 7.08.

7.09 <u>Approval of General Contractor</u>. The Town acknowledges that the General Contractor is an affiliate of Tenant and the Town approves such General Contractor subject to such General Contractor's tender of the evidence of insurance required under this Lease and tender and maintenance of its compliance with all Requirements applicable to such General Contractor.

7.10 Construction Bonds. Tenant shall ensure that all Tenant Improvements are constructed to completion in substantial accordance with the approved Site Plan and Plans and Specs and that all persons or entities performing work or providing materials relating to such Tenant Improvements including, but not limited to, all contractors, subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such properly due and payable services and materials. Prior to the commencement of any Tenant Improvements, the estimated cost of which exceeds One Million Dollars (\$1,000,000), Tenant shall deliver, or may elect to cause its Major Contractors to deliver to the Town, at Tenant's sole cost, a payment and performance bond(s) that is in a form and substance reasonably satisfactory to the Town, from surety companies reasonably acceptable to the Town (the "Bond"), guaranteeing the total construction costs to complete the Tenant Improvements, including, without limitation, the Initial Leasehold Improvements (excluding furniture, trade fixtures and equipment). Such Bond or Bonds must satisfy the requirements of Section 255.05, Florida Statutes and shall contain a dual obligee rider naming the Town as beneficiary thereof. Tenant may not subdivide Tenant Improvements or phase projects for the purpose of avoiding the foregoing bond requirement. In lieu of the Bond required by this Section 7.10, Tenant may file with Town an alternative form of security in the form of cash, money order, certified check, cashier's check, irrevocable letter of credit, or security of a type listed in Part II of Chapter 625, Florida Statutes; provided, however, the form of the security and company issuing such security, if applicable, shall be subject to the prior written approval of Town, which approval shall not be unreasonably withheld, conditioned or delayed, and shall be in accordance with applicable Countywide Policies and Procedures established in accordance with the Palm Beach County Administrative Code. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Bond required by this Section 7.10. The Bond or any such alternative form of security may be reduced by Tenant subject to reasonable approval of Town during the construction of the Tenant Improvements, but not more than once per month, based upon the percentage of completion of the Tenant Improvements, and the Town Manager, on behalf of the Town, may execute such certificates, notices or other documents as may be necessary to effectuate such reduction. Tenant shall provide Town evidence reasonably satisfactory to Town evidencing the percentage of completion of the Tenant Improvements, including, but not limited to, an executed Application and Certification for Payment (AIA Document G702 or its equivalent) indicating the balance to finish the work. The requirements in this Section 7.10 with respect to a Bond or other cash security shall also apply to any Sub-Tenant Contractor and shall be complied with prior to the commencement of construction of any improvements on any portion of the Premises that is sub-leased to a Sub-Tenant the cost of which exceeds \$1,000,000.00.

- 7.11 Contractor Insurance.
  - (A) Tenant shall also require its General Contractor constructing the Initial Leasehold Improvements (or performing any subsequent Major Improvements) to provide the following insurance:
    - (1) Commercial General Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Ten Million Dollars (\$10,000,000), in the aggregate (under an Umbrella Excess Liability Policy as provided in Section 12.02), which shall not exclude products/completed operations. The Town and Tenant shall each be endorsed as an additional insured on the Commercial General Liability policy, Business Auto Liability policy, and Employer's Liability policy as required under this Lease.
    - (2) Business Auto Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) per accident.

- (3) Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes and all Requirements. The Workers' Compensation policy shall include Employer's Liability with minimum limits of One Million Dollars (\$1,000,000) per accident.
- (4) Builder's Risk in accordance with Section 12.04(A).
- (5) Any subcontractor working on the Premises shall be required to maintain Commercial General Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, which shall not exclude products/completed operations.

7.12 Major Improvements after the Completion of the Initial Leasehold Improvements. After completion of the Initial Leasehold Improvements, Tenant shall be entitled to make alterations, additions or improvements to the Premises or any part thereof, without the requirement for obtaining the Town's consent, so long as such alterations, additions or improvements are Minor Improvements. If Tenant desires to make an alteration, addition, or improvement which is not a Minor Improvement (a "Major Improvement"), Tenant shall cause a detailed site plan (if applicable) ("Major Improvement Site Plan") and the plans and specifications for the Major improvement ("Plans and Specs for Major Improvements") to be prepared and delivered to the Town Manager for review, comment and approval, which approval shall not be unreasonably withheld, conditioned or delayed. The Town Manager shall review the Major Improvement Site Plan and/or Plans and Specs for Major Improvements and provide a written response to Tenant within fifteen (15) Business Days of receipt of the Major Improvement Site Plan and/or Plans and Specs for the Major Improvements. In the event the Town Manager does not approve the Major Improvement Site Plan and/or Plans and Specs for Major Improvements, the Town Manager's response shall include the reasons for the disapproval and identify the modifications to the Major Improvement Site Plan and/or Plans and Specs for the Major Improvements required to obtain the Town Manager's approval. Tenant shall resubmit a modified and responsive Major Improvement Site Plan and/or Plans and Specs for the Major Improvements to the Town Manager within thirty (30) days of the date Tenant receives the Town Manager's written disapproval notice for final review and approval. The Town Manager shall review the modified Major Improvement Site Plan and/or Plans and Specs for the Major Improvements and provide a written response to Tenant within fifteen (15) Business Days of receipt of such modifications. The foregoing procedures shall continue until the Town Manager has granted his/her approval. The Town and Tenant shall, acting reasonably, attempt to resolve any disputes concerning the Major Improvement Site Plan and Plans and Specs for the Major Improvements in an expeditious manner, failing which matter shall be resolved in accordance with Section 27.33 hereof If the Town fails to respond to any submission or request for reconsideration by Tenant hereunder within the time frame required herein for such response, Tenant's submittals or requests shall be deemed approved.

7.13 <u>No Liens.</u> Tenant agrees that nothing contained in this Lease shall be construed as consent by Town to subject the fee simple estate of Town to liability under the Construction Lien Law of the State of Florida and understands that Town's fee simple estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any Tenant Improvements of this provision of this Lease. If so requested by Town, Tenant shall file a notice satisfactory to Town in the Public Records of Palm Beach County, Florida, stating that Town's fee simple estate shall not be subject to liens for Tenant Improvements or, in the alternative, the Town may elect to file such notice.

## **ARTICLE 8 - OBLIGATIONS OF TENANT**

8.01 <u>Nuisance or Injury.</u> Tenant shall not commit any nuisance or injury on the Premises and shall not do, or reasonably permit to be done, anything which may result in the creation, commission or maintenance of such nuisance or injury on the Premises.

8.02 <u>Vapors. Fumes or Emissions.</u> Tenant shall not create, nor permit to be caused or created upon the Premises any obnoxious odor or noxious gases; provided, however, that fumes resulting from the normal operations of properly certified and maintained trucks and other vehicles shall be excepted from this provision so long as they adhere to the Requirements.

8.03 <u>Hazardous Conditions.</u> Tenant shall not do or, if in its reasonable control, permit to be done any act or thing upon the Premises that would constitute a hazardous condition increasing the risk normally attendant upon the operations permitted by this Lease.

8.04 <u>Emergency Evacuation and Hurricane Plans.</u> Tenant shall provide the Town with emergency evacuation and hurricane plans prior to Tenant's receipt of its building permit for the Initial Leasehold Improvements. These plans shall be detailed procedures of actions to be taken by Tenant and its Sub-Tenants, if any, in the event of an emergency evacuation or hurricane warning. Tenant shall update its emergency evacuation and hurricane plans annually, if requested by the Town Council. Tenant shall comply and use diligent efforts to cause Sub-Tenants to comply with such emergency plans.

8.05 <u>Security of Premises.</u> Tenant acknowledges and accepts full responsibility for the security and protection of the Premises, and any and all inventory, equipment, facilities and improvements now existing or hereafter placed on or installed in or upon the Premises, and for the prevention of unauthorized access to its facilities. Tenant fully understands that the police security protection provided by Town does not extend to the Premises. Further, Tenant fully understands that the police protection provided by Palm Beach County is limited to that provided to any other business situated in Palm Beach County, Florida by the Palm Beach County Sheriff's Office. Tenant expressly acknowledges that any special security measures deemed necessary or desirable by Tenant for additional protection of the Premises and improvements constructed thereon, shall be the sole responsibility of Tenant and shall involve no cost to Town or County, and Tenant expressly acknowledges that if there are any crimes in the area of or within the Property, it shall be Tenant's sole obligation to provide such additional security that may be required under any such circumstances. The Town expressly disclaims any responsibility whatsoever to monitor such matters.

# **ARTICLE 9 - MAINTENANCE AND REPAIR**

9.01 <u>Maintenance/Repair of Premises.</u> Tenant shall be responsible for and shall undertake all repairs and maintenance of and replacements to the Premises (which shall include, but shall not be limited to, all landscaped areas, paved areas, buildings and improvements thereon), whether such repair or maintenance be ordinary or extraordinary, structural or otherwise throughout the Term of this Lease. All maintenance, repairs and replacements shall be in a quality and class reasonably comparable to the quality and class of the Initial Leasehold Improvements (taking into account the age of the Initial Leasehold Improvements, modifications and additions thereof, and ordinary wear and tear) and shall be at Tenant's sole cost and expense and consistent with all applicable Requirements. Tenant shall keep or shall cause any Sub-Tenant to keep, all Tenant Improvements, including, without limitation, all landscaped areas, paved areas, curbing, buildings, fixtures and equipment, storm drainage, plumbing and HVAC systems, interior and exterior signage, roofing and all other improvements, in good condition and repair throughout the Term of this Lease. For purposes of this Section 9.01, "good condition and repair" means maintaining the Premises at a level necessary to keep the Premises in clean and good

working condition (taking into account ordinary wear and tear) in accordance with all Requirements and that all public areas remain in an safe and attractive condition, in compliance with the Requirements, throughout the Term of this Lease. For purposes of this Article, "attractive condition" means at a standard reasonably commensurate with well-maintained properties with comparable uses in the area where the Premises are located. During the Term, and in connection with the redevelopment of any phase of the Premises and in a manner consistent with the Requirements, Tenant shall be entitled to raze the applicable portion of Tenant Improvements on the Property provided Tenant leaves such portion of the Property in clean and safe condition in compliance with the Requirements and plants grass or other landscaping materials in the area where the Tenant Improvements were removed and continues to comply with all of the other terms and conditions of this Lease.

## 9.02 Cleanliness of Premises.

(A) Tenant shall maintain or shall cause any Sub-Tenant to maintain the Premises in a clean and safe condition at all times in compliance with the Requirements and shall cause pest control services to be provided for the Premises.

(B) Tenant, and if applicable, any Sub-Tenant, shall be responsible for the provision of trash removal services for the Premises and agrees to deposit trash, garbage and debris in appropriate containers for collection. Tenant shall ensure exterior building and vehicular parking areas are maintained in a neat and clean manner and remain reasonably free from trash and debris at all times and otherwise in compliance with the Requirements.

9.03 <u>Landscaping</u>. Tenant shall maintain or such cause any Sub-Tenant to maintain, all landscaping on the Premises in good condition and free from unsightly conditions in a manner consistent with all Requirements. Tenant's landscaping responsibilities shall include, without limitation, watering grass, shrubs and trees; mowing grass; trimming shrubs and trees; and replacing damaged or dead landscaping. For purposes of this Section, "good condition" means a standard of maintenance of the landscaping reasonably comparable to the landscaping of well-maintained similarly used properties in Palm Beach County, Florida (taking into account ordinary wear and tear).

## 9.04 Inspections.

(A) Town and its employees and representatives shall have the right to enter the Premises (but not the Residential Units and/or commercial unit) during regular business hours upon no less than forty-eight (48) hours prior written notification to Tenant for the purpose of determining whether or not Tenant is in compliance with this Lease but the foregoing shall not restrict their rights of entry to the extent generally available to the members of the public.

(B) Tenant shall, three (3) years from the Date of Beneficial Occupancy and on each three (3) years thereafter during the Term of this Lease, deliver to the Town a property condition report ("Triennial Inspection") prepared by a duly licensed and insured property inspector disclosing any pending and uncured written notices of violations or non-compliance with any building, zoning, fire safety or other applicable State of Florida, County, federal (Including the Americans with Disabilities Act) and/or municipal codes, laws or regulations ("Deficiencies"). In the event that any Triennial Inspection discloses any such Deficiencies. Tenant shall, within ninety (90) days following such third anniversary date or the third anniversary thereof, as applicable, provide an updated Triennial Inspection certifying the correction of such Deficiencies, provided, however, that if the Deficiencies cannot be corrected within the foregoing ninety (90) day period through no fault of Tenant and so long as Tenant commenced to correct the Deficiencies promptly and continues to diligently pursue such correction, the ninety (90) day period to correct and provide an updated Triennial Inspection, the

a reasonable time not to exceed an additional sixty (60) days. In the event that Tenant fails to timely tender any Triennial Inspection or, if applicable, timely tender such required update with the time period set forth in this section (B), then the Town may send written notice of the same to Tenant and if Tenant fails to provide the Triennial Inspection or tender the required update, as applicable, within thirty (30) days after written notice from Town, then Town may obtain a Triennial Inspection and Tenant shall reimburse Town for the cost thereof, as Additional Rent, within ten (10) days following the Town's tender of an invoice and a copy of such Triennial Inspection. Any Deficiencies noted in a Triennial Inspection shall not be eligible for dispute by Tenant under Section 9.05 and Tenant shall cause any such Deficiencies to be corrected within ninety (90) days following the date of the Triennial Inspection, or the extended cure period provided herein, and if Tenant does not deliver evidence of such completion, the Town may invoke (without limitation) the rights set forth in Section 9.05.

9.05 Self-help Rights. In the event Town reasonably determines that Tenant is not in compliance with the requirements of Section 9.02, the Town may, but shall not be obligated to, provide Tenant written notice of such noncompliance. If Tenant does not cause such noncompliance to be corrected within sixty (60) days of receipt of any Town's written notice (or such longer period of time as may be reasonably necessary to cure such noncompliance provided Tenant commences curing the noncompliance within such sixty (60) day period and completes such cure within ninety (90) days). Town and its employees and contractors may, but shall not be obligated to, enter the Premises and cause the same to be accomplished at Tenant's sole cost and expense. If Tenant disputes the need for corrective action, Tenant shall deliver written notice of its basis for the dispute within the aforementioned sixty (60) day period. In the event Tenant fails to timely dispute the need for corrective action, Tenant shall be deemed to have waived such right. Tenant shall assume and be liable to Town for payment of all reasonable, as Additional Rent, out-of-pocket costs incurred by Town, plus a five percent (5%) administrative overhead fee, which costs and administrative overhead fee shall be due and payable within thirty (30) days of the date of Town's written notice together with copies of receipts and invoices evidencing such costs provided by Town. In the event such noncompliance is repeated within thirty (30) days of Town's written notice, Town may charge Tenant an increased administrative overhead fee of fifteen percent (15%). Tenant acknowledges that Town may cause the corrective action to be completed by third party contractors or Town employees in its sole discretion. In the event the work is performed by Town employees, Town shall be entitled to invoice Tenant based upon the actual hourly rate of pay for such employees, plus any costs associated with materials and equipment (and no other internal costs of Town shall be permitted under this paragraph.). Any non-delivery by the Town of any such written notice of non-compliance shall not be deemed to acknowledge Tenant's compliance or waive any of the Town's rights or remedies with respect to Tenant's non-compliance or default.

## **ARTICLE 10 - UTILITIES**

10.01 <u>Utility Costs.</u> Tenant, and if applicable any Sub-Tenant, shall be solely responsible for the payment of all impact, connection, and all other fees with respect to the development, construction, operation, subleasing and all other activities related to the Premises. Tenant shall pay when due all charges, fees, and deposits (collectively, "<u>Charges</u>") for all public and private utility services (including utility services provided by the County), including, but not limited to, water, sewer, stormwater, electricity, gas, light, heat, air conditioning, telephone, trash removal, cable television, and other utility and communication services that are provided to any portion of the Premises during the Term of this Lease. Tenant at its sole cost and expense shall cause all utilities for the Premises to be under separate accounts.

10.02 <u>Interruption of Service</u>. No failure, delay or interruption in supplying any utility services for any reason whatsoever (whether or not a separate charge is made therefor) shall be construed to be an eviction of Tenant or grounds for any diminution or abatement of rental or shall be grounds for any claim

by Tenant under this Lease for offsets or damages, consequential or otherwise. Tenant acknowledges that the Town is not the municipality providing such utility services.

## ARTICLE 11 - RIGHT TO CONTEST

11.01 <u>Charges and Taxes</u>. Tenant shall have the right, at its sole cost and risk, to contest the validity of any Charges and/or Taxes, at Tenant's own expense and the failure on Tenant's part to pay any such Charges or Taxes shall not constitute a default hereunder so long as Tenant complies with applicable Requirements regarding such contests and such contests do not result in the sale, forfeiture or loss of the Premises or any services to the Premises or the imposition of any penalties or liens against the Premises. If Tenant is unsuccessful with a contest Tenant shall immediately pay any such contested Charges and/or Taxes. Any such proceeding instituted by Tenant shall be commenced as soon as is reasonably possible after the issuance of any such Charges and/or Taxes and shall be prosecuted to final adjudication with reasonable dispatch. The Town agrees that it will cooperate with Tenant in any such contest to such extent as the Tenant may reasonably request, it being understood, however, that the same shall not subject the Town to any cost, expense or liability of any nature whatsoever and Tenant hereby indemnifies and agrees to defend and save the Town free and harmless from and against any such costs, expenses or liability related to such Charges and/or Taxes.

11.02 <u>Construction Liens</u>. Tenant will not permit any liens of any nature arising out of or resulting from the performance of any work or labor upon the Premises or the furnishing of any materials for use upon the Premises, by, on behalf of or at the direction of a Tenant Party ("<u>Mechanic Lien</u>"). If such Mechanic Lien is filed against the Premises, Tenant shall, within thirty (30) days after notice of the filing thereof, cause the same to be removed or transfer to security.

#### **ARTICLE 12 - INSURANCE REQUIREMENTS**

12.01 Insurance Policies. Tenant shall provide, at its own cost and expense, the following insurance during Term of this Lease, and shall provide required evidence thereof to the Town thirty (30) Business Days' prior to any occupancy of the Property. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida each of which must have an A.M. Best Company financial and performance rating of A-IX or better. The insurance shall be evidenced by certificates and/or policies that include the amount of premiums, noting that they have been paid. It shall be an affirmative obligation of Tenant to advise Ebix in writing at townofpalmbeach@ebix.com; P.O. Box 100085-HM, Duluth, GA 30096 within 24 hours or the next Business Day of cancellation, nonrenewal or modification of any required insurance. The Town reserves the right to require additional coverages and limits from time to time if such additional coverage and limits are legally necessary in order to comply with Requirements applicable to the Town based upon the particular activity of the Tenant on the Property or if, due to the passage of time, the limits of insurance set forth herein are reasonably deficient, provided, however, that Tenant shall only be required to provide such additional coverages and limits if such insurance is generally available at commercially reasonable premiums. If the Tenant maintains higher limits than the minimums shown below, the Town shall be entitled to coverage for the higher limits maintained by the Tenant. Tenant acknowledges and agrees that the requirements contained in this Article, or Town's review or acceptance of insurance, shall not in any manner limit or qualify the liabilities and obligations assumed by Tenant under this Lease.

12.02 <u>Comprehensive General Liability Insurance</u>. At all times during its occupancy of the Property, Tenant shall carry general liability insurance with coverage limits of liability not less than \$5,000,000 each occurrence and \$10,000,000 in the annual aggregate (which can be carried under an Umbrella Excess Liability Policy as provided in Section 12.03). In the event that Tenant's liability insurance covers more than one location, Tenant shall provide a per-location endorsement assuring that

the limits of such policy are applicable to the Premises. The Certificate of Insurance shall indicate an Occurrence Basis and, if such policy(ies) insure more than one location, shall include a per location endorsement. The Town of Palm Beach and the Town Representatives shall be endorsed as additional insureds under the general liability insurance policy of the Tenant, and the Town shall also be endorsed as an additional insured under the general liability insurance policies of all contractors, subcontractors without the wording "as required by written contract." The general liability coverage shall be primary and non-contributory. Space Leases may contain reasonably lower limits than the above so long as Tenant maintains the foregoing insurance covering the acts and omissions of its Sub-Tenants.

12.03 <u>Umbrella or Excess Liability.</u> Tenant may satisfy the minimum limits required above for commercial general liability coverage under Umbrella or Excess Liability Insurance. The Umbrella or Excess Liability policy shall have an aggregate limit not less than the highest "each occurrence" limit for the commercial general liability. The Town and the Town Representatives shall each be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability policy provides coverage on a "Follow-Form" basis, subject to the terms and conditions of the respective policies.

## 12.04 Property. Wind & Flood Insurance.

(A) <u>Builder's Risk Insurance.</u> Tenant, the General Contractor and any Sub-Tenant Contractor, shall obtain and maintain Builder's Risk insurance covering any Tenant Improvements during the course of any construction at the Premises in an amount at least equal to one hundred percent (100%) of the estimated completed value of the Tenant Improvements being constructed. Coverage shall be provided on an All-Risk basis including coverage for the perils of wind and flood. Tenant agrees this coverage shall be provided on a primary basis.

(B) After Substantial Completion, Tenant shall also maintain and provide evidence of the following as required under this Lease:

(1) Property insurance in an amount not less than one hundred percent (100%) of the total replacement cost of the Tenant Improvements. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form and include an endorsement for Ordinance & Law in an amount not less than One Million Dollars (\$1,000,000). This coverage shall be provided on a primary basis. The foregoing requirement shall not apply to any Tenant Improvements constructed on the Property by any Sub-Tenant, as Tenant shall require that such Sub-Tenant obtain the foregoing insurance.

(2) Subject to a flood elevation certificate issued by a certified surveyor if the Premises are located within a Flood Zone, flood insurance in an amount not less than the lesser of (a) one hundred percent (100%) of the total replacement cost of the Tenant Improvements, or (b) the maximum amount available from the National Flood Insurance Program. If approved by the National Flood Insurance Program, Five Hundred Thousand Dollars (\$500,000) in coverage shall be provided on a primary basis, and Tenant's property insurance shall provide secondary coverage to the National Flood Insurance Program policy. The foregoing requirement shall not apply to any Tenant Improvements occupied by a Sub-Tenant under a Space Lease as Tenant shall require that such Sub-Tenant obtain such flood insurance on any improvements occupied by such Sub-Tenant.

(3) Windstorm insurance, unless included as a covered peril in the property insurance, in an amount not less than the lesser of (a) one hundred percent (100%) of the

total replacement cost of the Tenant Improvements, or (b) the maximum amount available under the Florida Windstorm Underwriting Association. This coverage shall be provided on a primary basis and shall have such deductible as Tenant elects, in its reasonable discretion. The foregoing requirement shall not apply to any Tenant Improvements occupied by a Sub-Tenant under a Space Lease as Tenant shall require that such Sub-Tenant obtain such windstorm insurance.

(4) Proof of Hired and Non-Owned Auto Liability insurance. For personally owned vehicles, Tenant shall obtain and provide evidence to the Town of limits not less than \$300,000 each occurrence combined single limit.

(5) Tenant shall cause any property management company engaged to manage the Premises to carry, Workers' Compensation coverage with statutory limits pursuant to Florida State Statute 440 or an exemption letter from the State.

(6) Tenant shall cause any property management company engaged to manage the Premise to carry Employers Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit).

12.05 <u>Additional Insured Endorsement.</u> Tenant shall endorse each of Town and the Town Representatives as "Additional Insured" on each of the liability policies required to be maintained by Tenant hereunder with the exception of Worker's Compensation/Employers Liability Insurance. Each "Additional Insured" endorsement shall read: "Town of Palm Beach, Florida, including its agents, officers, past and present employees, elected officials and representatives", or as otherwise approved or modified by Town, provided Town delivers written notice of any required modification to Tenant.

12.06 Certificate of Insurance.

(A) Tenant shall provide the Town with a certificate of insurance, evidencing limits, coverages and endorsements required herein within the time frames set forth below:

(1) Commercial General Liability insurance prior to the Effective Date; and

(2) Builder's Risk insurance and Property, Wind and Flood insurance within the time frames set forth in Section 12.04.

(B) In the event coverage is cancelled or is not renewed, Tenant shall provide Town a new certificate of insurance or certificates of insurance evidencing replacement coverage prior to the expiration or cancellation of the coverage. The certificate holder's name and address shall read as required above, or as otherwise approved or modified by Town, provided Town delivers written notice of any required modification to Tenant. In the event that the Town does not have timely evidence of replacement insurance before any lapse, then the Town may purchase any such insurance in behalf of Tenant, and Tenant shall reimburse Town for the cost hereof, as Additional Rent, within thirty (30) days following the Town's periodic tender of an invoice.

12.07 <u>Waiver of Subrogation</u>. Tenant hereby waives, and waives on behalf of any Sub-Tenant, all rights of subrogation against the Town and the Town Representatives for any insurance maintained or required to be maintained by Tenant under this Lease, and the Town hereby waives all rights of subrogation against Tenant for any insurance maintained by Town with respect to the Premises or any part thereof. In addition, all required or maintained insurance policies with respect to the Premises shall provide a waiver of

subrogation and rights of recovery against the other party, including its agents, officers, past and present employees, elected officials and representatives; each insurance policy shall protect both parties and be primary and non-contributory for any and all losses covered by the above described insurance. Insurers have no recourse against the Town of Palm Beach or the Town Representatives for payment or assessments in any form on any insurance policy required to be maintained by Tenant under this Lease.

12.08 <u>Premiums and Proceeds.</u> Tenant shall be responsible for all of Tenant's premiums, including, without limitation, increases, for property, flood and wind insurance policies. Subject to rights of any Leasehold Mortgagee to the use and application of any insurance proceeds as more fully set forth herein, Tenant agrees that all property, flood and windstorm insurance proceeds shall be made available for use to promptly replace, repair or rebuild the Tenant Improvements.

12.09 <u>Deductibles, Coinsurance & Self-Insured Retention.</u> Tenant shall be fully and solely responsible for Tenant's deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy and each of which shall be subject to the waiver of subrogation herein to the same extent as if such amounts were covered by third party insurance.

12.10 <u>Right to Review or Adjust Insurance.</u> Town may reject any insurer that is not in compliance with the financial standards set forth in Section 12.01 of this Lease or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, Town shall provide Tenant a written notice of rejection, and Tenant shall replace such insurer with a company or companies that meet the financial standard set forth in Section 12.01 of this Lease within thirty (30) days of receipt of the notice. In addition, the Town may periodically (but not more than one (1) time in every ten (10) years) adjust the amounts of required liability insurance to be maintained pursuant to Section 12.02, if due to the passage of time or the claims history of such policies the amounts thereof are reasonably insufficient, provided, any increase in the amount of liability insurance the Town requires Tenant to carry is comparable to the general liability insurance required to be carried by other owners and operators of similar quality and type projects in Palm Beach County, Florida.

12.11 <u>No Representation of Coverage Adequacy.</u> Tenant acknowledges the limits, coverages and endorsements required by this Article are intended to minimize liability for the Town. Tenant agrees that it will not rely upon the requirements of this Article when assessing the extent or determining appropriate types or limits of insurance coverage to protect Tenant against any loss exposures, whether as a result of this Lease or otherwise.

12.12 <u>Subtenant Insurance</u>. Tenant shall require that the Town is named as an additional insured in all subtenant liability insurance.

12.13 <u>Specialty Insurance</u>. In the event that any portion of the Premises is used by Tenant or any subtenant or licensee for uses that reasonably require additional forms of insurance including, for example and without limitation, for the service of alcoholic beverages (when liquor liability insurance would be required) or for day care or child care (when non-molestation insurance would be required), Tenant shall carry, or shall require any such subtenant or licensee to carry, such form of insurance naming each of the Town and the Town Representatives as an additional insured.

#### **ARTICLE 13 - DAMAGE TO OR DESTRUCTION OF PREMISES**

13.01 <u>Removal of Debris.</u> If the Premises, or any portion thereof, is damaged by fire, the elements or other casualty, Tenant shall promptly remove all debris resulting from such damage from the Premises and shall take other commercially reasonable actions to place the Premises in a condition to

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ensure the safety of persons entering upon the Premises. If Tenant fails to promptly comply with the provisions of this Section 13.01, Town may, but shall not be required to notify Tenant in writing of such failure, and Town may but shall not be required to take such measures as it deems reasonably necessary to render the Premises in a safe condition if Tenant fails to comply within thirty (30) days after written notice from Town. If Tenant disputes the need for corrective action, Tenant shall notify Town in writing of its basis for the dispute within fifteen (15) days of Town's written notice. In the event Tenant fails to timely dispute the need for corrective action, Tenant shall be deemed to have waived such right. Tenant agrees that Tenant shall fully assume and be liable to Town as Additional Rent for payment of any actual, reasonable out-of-pocket costs incurred by Town pursuant to this Section 13.01, which costs shall be due and payable to Town within thirty (30) days from the date Tenant receives written notice together copies of with receipts and invoices evidencing such costs provided by Town. Tenant acknowledges that Town may cause the corrective action to be completed by third party contractors or Town employees in its sole discretion. In the event the work is performed by Town employees, Town shall be entitled to invoice Tenant based upon the actual hourly rate of pay for such employees, plus any costs associated with materials and equipment (and no other internal costs of Town shall be permitted under this paragraph.). Notwithstanding anything to the contrary set forth in this Section 13.01, in no event shall Tenant be responsible for any costs relating to any corrective action taken by Town while the need for such corrective action is under dispute by Tenant.

13.02 Tenant's Obligations. Except as otherwise provided for in this Lease, if the Tenant Improvements, or any portion thereof, are damaged by fire or other casualty covered within the insurance designation of fire, extended coverage, windstorm or flood coverage as same is customarily written in the State of Florida, whether by an act of God or by the act, default or negligence of a Tenant Party, Tenant shall, at its sole discretion (but subject to the rights of any Leasehold Mortgagee set forth in this Lease), either (i) raze the Tenant Improvements at its sole cost and expense provided Tenant leaves such portion of the Property in clean and safe condition in compliance with the Requirements and plants grass or other landscaping materials in the area where the Tenant Improvements were removed and continues to comply with all of the other terms and conditions of this Lease and provided that the remainder of the Property following such razing shall be sufficient for Tenant to abide by its obligations under this Lease when taking into account Tenant's other obligations or (ii) provided that the net insurance related to such casualty are made available to Tenant, repair, restore or rebuilt the Tenant Improvements. Any repair, restoration or rebuilding of the Tenant Improvements shall be as nearly as reasonably possible to its value, conditions and character which existed immediately prior to such damage or destruction, subject to such changes or alterations as Tenant may elect to make in conformity with the provisions of this Lease, the Requirements, and modern construction techniques and methods. Provided Tenant otherwise complies with the terms of this Lease and the Requirements, Tenant may construct Tenant Improvements which are larger, smaller or different in design, function or use and which represent a use comparable to prior use or compatible with uses of property in the immediate geographical area. If Tenant is restoring the Tenant Improvements, then within sixty (60) days of the date of the casualty, Tenant shall provide Town with a written estimate of the total cost of the restoration and the estimated time to complete the restoration prepared by an architect or engineer selected by Tenant. In the event the casualty occurs during the last ten (10) years of the Term and the cost to restore the Premises, as reasonably estimated by Tenant, would equal or exceed 50% of the full replacement cost of the Tenant Improvements or if during the final two (2) years of the Term, the Premises are damaged or destroyed and the restoration thereof cannot reasonably be completed within one hundred eighty (180) days after the date of such damage, then Tenant may at its option terminate this Lease by written notice to Town within sixty (60) days after the casualty and the termination shall become effective on the date specified in the termination notice, which date shall be no sooner than thirty (30) days or later than one hundred eighty (180) days after the date of the termination notice. In the event Tenant elects to terminate this Lease pursuant to this Section 13.02, Town may require Tenant to cause the demolition and removal of all or a portion of the Tenant Improvements from the Premises at Tenant's sole cost and expense, and Tenant shall leave such portion of

the Property in clean and safe condition in compliance with the Requirements and plant grass or other landscaping materials in the area where the Tenant Improvements were removed. In the event Town elects to require all or a portion of the Tenant Improvements to be demolished and removed from the Premises, Town shall notify Tenant in writing within ninety (90) days of the date of Tenant's termination notice. In the event Tenant elects to restore or rebuild the Tenant Improvements pursuant to this Section 13.02, Tenant shall commence restoration as soon as reasonably practicable after any such casualty and shall diligently pursue such restoration to completion in accordance with the construction requirements set forth in Article 7 and the requirements of any Leasehold Mortgagee. All repairs and restoration shall be performed by Tenant at Tenant's sole cost and expense in accordance with the requirements contained in this Lease, provided, however, that the construction covenants contained in any Leasehold Mortgage shall control over any construction requirements contained in this Lease. If Tenant elects to rebuild the improvements but fails to commence the restoration of the Tenant Improvements within the earlier of one (1) year following the date of casualty or ninety (90) days after receiving the permits required for the restoration or fails to diligently pursue such restoration to completion within eighteen (18) months from the earlier of the date of the casualty or receipt of permits to rebuild, and Tenant is obligated, or has elected to restore the Tenant Improvements pursuant to this Section 13.02, Town shall have the option of causing the necessary restoration to be performed at Tenant's sole cost and expense, to be reimbursed by Tenant as Additional Rent within thirty (30) days following the Town's periodic tender of an invoice, provided that the rights of the Town shall be subject and subordinate to the rights of any Leasehold Mortgagee. If Tenant has elected to terminate this Lease pursuant to this Section 13.02 and Town requires all or a portion of the Tenant Improvements to be demolished and removed from the Premises and Tenant fails to cause such demolition and removal to occur within the time frame provided for in this Section 13.02, Town shall have the option, of causing the demolition and removal to be performed at Tenant's sole cost and expense. Tenant agrees that Tenant shall fully assume and be liable to the Town for payment of the costs of restoration or the cost of demolition, as Additional Rent. Reimbursement of such costs shall be due and payable to the Town periodically within thirty (30) days from the date Tenant receives written notice together with copies of receipts and invoices evidencing such costs provided by Town. The provisions of this Section 13.02 shall survive the termination of this Lease until fully satisfied.

13.03 Insurance Proceeds. Upon receipt by Tenant of the proceeds of any insurance policy or policies required hereunder, the proceeds shall be disbursed at the direction of Tenant and/or any Leasehold Mortgagee during construction to pay the cost of such work, unless Tenant is not obligated and/or elects not to rebuild the Tenant Improvements and this Lease is terminated, in which case Tenant shall be entitled to retain any proceeds and shall use such proceeds (i) first for the payment of demolition and removal costs under Section 13.02; (ii) second, to satisfy any Leasehold Mortgage, (iii) third, for the payment of any Base Rent, Additional Rent or other sums due to Town through the termination date of the Lease, (iv) fourth, to the performance of all other unperformed terms, covenants, conditions and obligations of Tenant under this Lease existing as of the date of termination, and (v) fifth, any remaining balance to Tenant and Town, with Town having the right to receive a share of the balance of Tenant's insurance proceeds covering such damage, Town's share being in the same proportion which the value of Town's reversionary interest in the Tenant Improvements and bears to the fair market value thereof, as such proportion is established by computations acceptable to Tenant and the Town. If Tenant has elected to reconstruct or rebuild the Tenant Improvements and the net amount of the insurance proceeds is insufficient to pay the costs of the required repair, replacement or rebuilding of the damaged Tenant Improvements, Tenant shall pay any additional sums required to complete any required repair, replacement or rebuilding. If the amount of the insurance proceeds is in excess of the costs of the required repair, replacement or rebuilding, the excess amount shall be remitted to Tenant and/or to any Leasehold Mortgagee, subject to offset by any amounts then past due from Tenant under this Lease.

#### **ARTICLE 14 – CONDEMNATION**

14.01 <u>Complete Taking</u>. If the entire Premises are taken or condemned for any public or quasipublic use or purpose, by right of eminent domain or by purchase in lieu thereof (in each case, a "**Taking**"), then this Lease will cease and terminate as of the date on which the condemning authority takes possession. If this Lease is so terminated, the Town and the Tenant shall be entitled to make claims to the condemning authority as follows:

(A) The Town shall be entitled to make a claim for the fair market value (at the time of Taking) of the Town's fee simple interest in the portion of the Property taken or condemned and considered as vacant and unimproved, and unencumbered;

(B) Tenant shall be entitled to make a claim for the fair market value (at time of Taking) of its leasehold interest under this Lease and in the Tenant Improvements from the date of the Taking through the remainder of the Initial Term, not including any Renewal Terms unless previously exercised, and any other claims permitted under applicable laws, including loss of business damages; and

(C) The Town shall be entitled to make a claim for its reversionary value of the Tenant Improvements after deducting the value of the Tenant Improvements which are part of the Tenant's claim in paragraph (B) above.

14.02 <u>Partial Taking</u>. If there is a partial taking but as a result of the partial taking, the remainder of Premises cannot be operated by Tenant for such portion of the Tenant's Intended Project or other Permitted Uses conducted thereon, then Tenant may terminate this Lease upon written notice to the Town delivered no more than forty-five (45) days after Tenant and the Town have been notified of the portion of the Premises to be condemned. If Tenant elects to terminate this Lease, any claim for the condemnation award shall be governed by Section 14.01 above, as if a complete condemnation had occurred. If Tenant does not elect to terminate the Lease, there shall be an equitable abatement of Base Rent and Additional Rent based upon the value of the Premises taken by the condemnation and the parties shall proceed in accordance with the terms hereof and the award shall be paid first to Tenant for the restoration, repair or rebuilding of the Premises, with the parties entitled to make any claim for the remaining balance of the award as set forth in Section 14.01.

14.03 Restoration after Taking. If this Lease does not terminate due to a Taking, then:

(A) Tenant will be required to restore the remaining portion of the Premises with due diligence in accordance with the provisions of this Lease pertaining to alterations and renovations, provided, however, that the construction covenants in any Leasehold Mortgage shall control;

(B) The entire proceeds of Tenant's portion of the award will be deposited and treated in the same manner as insurance proceeds are to be treated under this Lease until the restoration work has been completed; and

(C) If the award is insufficient to pay for the restoration work, Tenant will be responsible for the remaining cost and expense.

14.04 <u>Temporary Taking</u>. If there is a Taking of the temporary use (but not title) of all or any part of the Premises, this Lease will remain in full force and effect. The Base Rent and Additional Rent payable under this Lease shall be abated on a per diem basis during the period of such temporary Taking based on the percentage of acreage of the Premises on which Tenant is unable to operate the Tenant Intended Project or other Permitted Use bears to the overall acreage of the Property. Tenant will

receive the entire award for any temporary Taking to the extent it applies to the period prior to the end of the Term of this Lease and the Town will receive the balance of the award.

#### **ARTICLE 15 - ENCUMBRANCES**

Tenant shall have the right to mortgage, pledge or otherwise encumber this Lease, the Premises or any improvements now existing or hereinafter erected or constructed upon the Premises without Town's prior written consent. In no event shall any mortgage, pledge or encumbrance attach to the Town's fee interest in the Property but shall, instead, attach only to Tenant's leasehold interest.

#### **ARTICLE 16 - TITLE TO IMPROVEMENTS**

16.01 <u>Title to Improvements on the Premises.</u> Tenant shall be deemed to be the owner of a leasehold interest in all Tenant Improvements during the Term. Upon expiration or earlier termination of this Lease, all Tenant Improvements, above and below ground, constructed or placed upon the Property by Tenant shall become the absolute property of Town, and Town shall have every right, title, and interest therein, and the Town shall take such Tenant Improvements subject to the rights of any tenant or occupant of the Residential Units, any assisted living facility, any Sub-Tenant on the Premises, and Tenant shall be required to satisfy any Leasehold Mortgagee prior to the expiration or earlier termination hereof.

16.02 <u>FF&E.</u> Notwithstanding the foregoing, any movable furniture, trade fixtures, equipment, personal property or intellectual property shall remain the property of Tenant and if applicable any Sub-Tenant and may be removed by Tenant or any Sub-Tenant in accordance with the terms of this Lease.

16.03 <u>Evidence of Transfer.</u> Upon the request of Town, Tenant shall .provide Town with a bill of sale or other evidence of the transfer of ownership of the Tenant Improvements.

16.04 <u>Survival.</u> The provisions of this Article shall survive expiration or termination of this Lease.

# **ARTICLE 17 - EXPIRATION, DEFAULTS, REMEDIES AND TERMINATION**

17.01 <u>Expiration</u>. This Lease shall automatically terminate at the end of the Initial Term, unless renewed in accordance with Section 3.02. In the event this Lease is renewed in accordance with Section 3.02, this Lease shall automatically terminate at the end of the applicable Renewal Term.

17.02 <u>Default</u> The occurrence of any one or more of the following events shall constitute a material default of this Lease by Tenant (each a "<u>Tenant Default</u>"):

(A) The failure by Tenant to make payment of Base Rent, Additional Rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of five (5) Business Days after its due date; provided, however, the cure period as to Tenant's first failure to make a payment in any Lease Year shall be within ten (10) Business Days after Tenant receives written notice with respect to such first failure from Town that such payment was not received as and when due. For purposes hereof, any default that can be cured by the payment of money including, for example, the failure to obtain the insurance required under this Lease, shall be deemed a Tenant Default under this Section 17.02(A).

(B) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, subject to extension of time for such performance due to Events of Force Majeure duly noticed by Tenant to Town, where such failure

continues for a period of thirty (30) days after written notice thereof from Town to Tenant setting forth with reasonable specificity the nature of the alleged breach, with copies thereof to each Leasehold Mortgagee who shall have notified Town of its name, address and interest prior to such notice in the manner set forth in this Lease; provided, however, that if the nature of Tenant's Default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion within ninety (90) days following such written notice. Nothing contained in this paragraph shall be deemed to alter or affect the cure period for performance of any covenant, condition or provision for which a specific time period is provided in this Lease.

(C) (a) the making by Tenant of any general assignment, or general arrangement for the benefit of creditors; (b) the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy unless (i) in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days, or (ii) in the case of a petition filed by Tenant, Tenant is the subject of a reorganization but continues performing its obligations with respect to the Premises under this Lease; (c) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within forty-five (45) days; or (d) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within forty-five (45) days.

17.03 <u>Remedies.</u> If a Tenant Default shall occur, Town, at any time after the periods set forth in Section 17.02(A), (B) and (C), and provided Tenant has failed to cure such Tenant Default within such applicable period, shall give written notice to Tenant and to any Leasehold Mortgagee who has notified Town in accordance with this Lease, specifying such Tenant Default and stating that this Lease and the term hereby demised shall expire and terminate on the date specified in such notice or, in the alternative, that Tenant's right of possession shall terminate. Upon the date specified in such notice, if the Tenant Default has not been cured, then, subject, however, to the provisions of Section 19.03(D), this Lease and the Term hereby demised or, at the Town's option, Tenant's right of possession shall terminate, and in both instances all rights of Tenant under this Lease, shall expire and terminate. If a Tenant Default shall occur and the rights of any Leasehold Mortgagee shall not have been exercised as provided in this Lease, including the right to enter into a New Lease (as hereinafter defined) as provided in Section 19.03(D), then the Town, shall have the following rights and remedies which are cumulative and without waiver of the Town's ongoing termination rights:

(A) to restrain, by injunction, the commission of or attempt or threatened commission of a Tenant Default and to obtain a decree specifically compelling performance of any such term or provision of the Lease; and

(B) to terminate any and all obligations that the Town may have under this Lease, in which event the Town shall be released and relieved from any and all liability under this Lease; provided, however, that the remedy under this provision may be exercised only in conjunction with a termination of this Lease in accordance with this Section 17.03. If this Lease is terminated as set forth in this subsection (B), the Town shall have the right to exercise any of the following actions: (i) take possession of the Premises by any lawful means and re-enter and re-take possession of the Premises for the account of Tenant and the Town shall be entitled to recover any reasonable costs and expenses incurred in recovering possession of the Premises, (ii) re-enter and re-take possession of the Premises for the account of Town, thereby terminating any further liability under this Lease on the part of Tenant and Town. Notwithstanding the foregoing, Town shall have a cause of action to recover any Base Rent and Additional Rent (if any) remaining unpaid as of the date of termination when Town retakes possession of the Premises for the account of Town; and (iii) except as expressly set forth otherwise in this Lease,

pursue any other remedy now or hereinafter available to Town under the laws of the State of Florida; provided, however, in no event shall the Town be entitled to accelerate any annual Base Rent due under this Lease.

Notwithstanding anything in this Lease to the contrary, Town shall have the right to bring an action for its damages upon the occurrence of a Tenant Default (beyond the expiration of applicable notice and cure periods) and Town reserves all rights which laws of the State of Florida confer upon a landlord against a tenant in default, provided, however, Town hereby waives all claims to punitive, indirect, special or consequential damages. Tenant hereby waives any additional notice Tenant may be entitled to pursuant to Florida law.

17.04 <u>Surrender of Premises.</u> Except as otherwise provided in Section 13.02 with respect to Town's option to have the Tenant Improvements demolished, if this Lease or Tenant's right to possession is terminated Tenant expressly agrees that it shall immediately surrender the Premises to Town in good condition, upon expiration or termination of this Lease, depreciation and wear from ordinary use for the purpose for which the Premises were leased being excepted, subject to the occupancy of the Premises by residential tenants, occupants of any assisted living facility and any Sub-Tenant. In the event Tenant shall holdover, refuse, or fail to give up the possession of the Premises at the termination of this Lease, Tenant shall be liable to Town for any and all actual damages, and in addition thereto, Tenant shall also be strictly liable to pay to Town during the entire time period of such holdover, double rental, as provided for in Section 83.06, Florida Statutes. Tenant shall remove all of its personal property from the Premises prior to the expiration of this Lease. Any personal property of Tenant not removed by Tenant shall, at the option of Town, become the property of Town, or alternatively, may be disposed of by Town at Tenant's expense.

#### **ARTICLE 18 - ASSIGNMENT, TRANSFER AND SUBLETTING**

18.01 <u>Consent Required; Permitted Subtenants</u>. Provided no Tenant Default exists under this Lease, Tenant shall have the right to sell, assign, sub-let or otherwise transfer ("<u>Assignment</u>") all or any portion of its rights under this Lease from time to time, to such other corporations, general or limited partnerships, limited liability companies, joint ventures or any other entities or persons as Tenant shall select upon written notice to Town and compliance with the transfer terms and conditions of this Article 18.

18.02 Permitted Assignees. It shall be deemed an assignment of this Lease if all or substantially all of the assets of Tenant or Guarantor, as applicable, are acquired by another entity, or if a change in control is accomplished, by reason of a merger, acquisition, or other business reorganization, in which event Tenant or Guarantor, as applicable shall give written notice thereof to the Town. No then existing Guaranty shall be impaired or released by any such transaction. Notwithstanding anything to the contrary contained in this Lease, in no event shall Town's consent to a transfer of a controlling interest in Guarantor or Tenant (or merger or sale of substantially all of the assets) or a transfer of this Lease by Tenant be required if the transferee, as applicable, is (i) a publicly traded (on a U.S. National Securities Exchange, including NASDAQ, or Over-the-Counter Market (OTC)), real estate investment trust or other publicly traded entity (a "Permitted Assignee"), or (ii) with respect to Guarantor, a substitute guarantor has assumed the obligations of Guarantor as set forth in Section 18.08 hereof, or (iii) if the Permitted Assignee guaranties the assumption of this Lease by a subsidiary as provided in Section 18.04 hereof. The Town's consent shall not be required for an assignment of any minority membership interests in Guarantor or Tenant to the extent that such minority transfers have not, cumulatively, affected a change in control. Any Leasehold Mortgage Transfer shall be governed by Article 19 hereof. The term "substantially all" as used in this Section 18.02 means more than 50% of the assets or legal or beneficial membership interest whether in one transaction of a series of transactions, and the term "control" as used

in this Section 18.02 means the power, directly or indirectly, to direct the management of Guarantor or Tenant, as applicable, whether through voting of a majority of the membership interest of Guarantor or Tenant, as applicable, or other arrangement.

18.03 <u>Preferred Transferees</u>. Except for a transfer of the ownership interest in or assets of Guarantor or Tenant, as applicable, to a Permitted Assignee or an assignment of this Lease by Tenant to a Permitted Assignee as permitted in Section 18.02, in the event of a proposed assignment of this Lease by Tenant or a transfer of all or substantially all of the assets of Guarantor to a corporation, general or limited partnership, limited liability company, joint venture, or any other entity, the prior written consent of the Town shall be required. The Town shall not unreasonably withhold or delay its consent to the proposed assignment of this Lease to an entity (or the transfer of the ownership interest in Guarantor or substantially all of the assets of Guarantor) that unconditionally assumes the obligations of Tenant arising from and after the date of the proposed transfer and meets all of the qualifications set forth in subparagraphs (A) through (H) below (a "Preferred Transferee"):

- (A) is and has been in the business (directly or indirectly through an affiliate), for no less than seven (7) years immediately preceding the proposed transfer or assignment date, operating or owning real estate projects in the United States similar in kind to the project constituting the Tenant Improvements at the time of such Assignment;
- (B) is not, other than immaterial or de minimis claims, in default (after the expiration of any applicable grace or cure period) under any other lease or development agreement as of the date of transfer;
- (C) is not in litigation (and has not been in litigation at any time during the immediately prior three (3) years), as a defendant, with the Town or the County (or the affiliate or subsidiary of an entity in such litigation with the Town or County);
- (D) is not subject to any regulatory or other sanctions for its failure to abide by any law or legal requirement applicable to such transferee or affiliate thereof;
- has not filed for bankruptcy or been the subject of any similar proceeding for reorganization of assets in the immediately prior ten (10) years;
- (F) has a sound business reputation as an owner and/or operator of similar real estate projects;
- (G) individually or in the aggregate with any affiliates and subsidiaries of such transferee, has/have a total tangible net worth (as hereafter defined) of no less than \$50,000,000.00, which can be evidenced by the delivery of financial statements (audited, if available or otherwise certified to be true and correct by its chief financial officer). For purposes of this Section 18.03(G) hereof, "tangible net worth" means the company or companies total equity plus subordinated debt less goodwill and all other intangible assets; and
- (H) such transferee or affiliate thereof would not reasonably be a cause of embarrassment or otherwise be reasonably inappropriate for a business relationship with a governmental entity. For purposes of this Section 18.03(H), the terms "embarrassment" or "inappropriate" mean a person or entity who has

been accused or convicted of a crime, or is a Sanctioned Person or Sanctioned Entity, or has been accused in the public media of lewd or lascivious conduct, or whose reputation is associated by the public at large with conduct contrary to local moral standards of appropriate behavior. "Sanctioned Entity" means (i) an agency of the government of, (ii) an organization directly or indirectly controlled by, or (iii) a person resident in a country that is subject to a sanctions program whether or not identified on the list maintained by OFAC and available at http://www.treas.gov/offices/eotffc/ofac/sanctions/index.html, or as otherwise published from time to time as such program may be applicable to such agency, organization otherwise subject or person or to governmental sanctions. "Sanctioned Person" means a person named on the list of Specially Designated Nationals or Blocked Persons maintained by OFAC available at http://www.treas.gov/offices/eotffc/ofac/sdn/index.html, or as otherwise published from time to time or otherwise subject to sanctions by OFAC, and "OFAC" means the U.S. Department of the Treasury's Office of Foreign Assets Control or otherwise subject to governmental sanctions.

18.04 <u>Subsidiary Entity</u>. The Town agrees that a Preferred Transferee or Permitted Assignee will be permitted to utilize a subsidiary entity to execute the applicable assignment and/or transfer documents hereunder or otherwise assume this Lease. A transfer to a Permitted Transferee shall also be subject to, at the option of the Permitted Transferee: (1) such Permitted Transferee providing the evidence under Section 5.05 of this Lease to evidence that the Premises will continue to maintain a minimum Debt Service Coverage Ratio of 1.15x or (2) providing a payment guaranty, from an affiliate of such Permitted Transferee reasonably acceptable to the Town, which guaranty shall be in substantially similar form as the Payment Guaranty executed by Guarantor, and which guaranty shall be in effect until the later of (i) two (2) years following the date of Lease transfer and (ii) the date such Permitted Transferee has provided evidence under Section 5.05 that the Premises has achieved a minimum Debt Service Coverage Ratio of 1.15x.

18.05 <u>Transfers to Entities Other than Permitted Assignees or Preferred Transferees</u>. If Tenant desires to assign this Lease (to an entity other than a Permitted Assignee or a Preferred Transferee), then the prior written consent of Town to such Assignment (i) may be withheld in Town's sole discretion, if the assignment request is made prior to the Stabilization Date; and (ii) shall not be unreasonably withheld, delayed or conditioned (provided no Tenant Default exists under this Lease) if the assignment request is made after the Stabilization Date.

18.06 Assignment Consent Requests. If an assignment request is made by Tenant pursuant to this Article 18, then within fifteen (15) Business Days after written notice of request from Tenant to an Assignment that includes the documents set forth hereafter and that states, in capitalized letters, "THE TOWN'S CONSENT TO THIS PROPOSED ASSIGNMENT SHALL BE DEEMED GRANTED IF THE TOWN DOES NOT PROVIDE ITS WRITTEN OBJECTIONS HERETO WITHIN FIFTEEN (15) BUSINESS DAYS". The Town shall notify Tenant in writing whether or not it consents to the Assignment and if the Town consents to the Assignment, Tenant shall be released from all of the obligations of the tenant under this Lease accruing from and after the date of the Assignment. If the Town fails to provide written notice to Tenant of its consent or denial of the Assignment within the foregoing fifteen (15) Business Day period, so long as Tenant's written notice is in the required form, then the Town shall be deemed to have provided its consent to the Assignment. Furthermore, in no event shall the Town be required to consent to an Assignment of this Lease to a transferee who has not met the requirements to constitute a Preferred Transferee as set forth in Section 18.03 nor shall the Town's consent be deemed to have been granted if Tenant's request for consent is to any party other than a Preferred Transferee.

18.07 <u>Release</u>. With respect to any transfer to a Permitted Transferee or if the Town consents (or is deemed to have consented) to an Assignment hereunder, the original Tenant or then applicable transferor (as the case may be) shall be released of and from all obligations under this Lease accruing after the effective date of such Assignment, but only as to the portion of the Premises so transferred and the Town shall execute and deliver a written release if requested by Tenant's written notice promptly following such request. The Town shall also execute any other assignment and/or transfer documents as may be reasonably requested by Tenant to confirm Town's consent to and/or acknowledgement of any Assignment hereunder, provided that the terms of such documents comply with the requirements hereof. The Town's actual and commercially reasonable third party attorneys' fees shall be reimbursed, as Additional Rent, at the time of and as a condition of any such consent.

18.08 <u>Guaranty Release</u>. In no event shall the obligations of Guarantor be released in connection with any transfer under of this Lease by Tenant, unless this Lease is assumed by a Permitted Assignee or a Preferred Transferee or, if assumed by an affiliated entity, except and unless a replacement guarantor, who is either a Permitted Assignee, or a Preferred Transferee has been submitted to the Town and such substitute Guarantor executes in favor of Town, a guaranty of all obligations of Guarantor arising from and after the date of the transfer, in substantially similar form as the Guaranty, in which event the Town shall release the original Guarantor from all of the liability and obligations under the Guaranty accruing from and after the date of transfer. In addition, Guarantor shall automatically be released from the Guaranty upon the Continuing Guaranty Provision Termination Date with respect to all obligations that would otherwise accrue under the Guaranty from and after such date.

18.09 <u>Subleases of Part of the Premises</u>. Notwithstanding anything to the contrary contained herein, Tenant shall have the right to sublease any portion of the Premises to one or more Sub-Tenants with notice to Town and copy of any such sublease or subleases but without the prior written consent of Town. All subleases shall be subject to the same conditions, obligations, and terms as set forth herein and Tenant shall be fully responsible for the observance by any Sub-Tenant of the terms and covenants contained in this Lease.

18.10 <u>Assignment by Town</u>. The Town may freely assign this Lease at any time without the consent of Tenant, and upon assumption by such assignee of Town's obligations hereunder, Town shall be released from all liability and obligation arising hereunder upon such assignment.

# **ARTICLE 19 - RIGHTS OF LEASEHOLD MORTGAGEES; FEE MORTGAGES**

19.01 <u>Right to Mortgage.</u> Tenant and any Sub-Tenant may encumber its leasehold estate and interest in the Premises by mortgage, security agreement or other such instrument in favor of a Leasehold Mortgagee or Subleasehold Mortgagee without the consent of the Town during the Term of this Lease. Town shall not be obligated to, nor deemed to have subjected or subordinated Town's fee simple interest in the Property to any Leasehold Mortgage or Subleasehold Mortgage. Town's fee simple interest is and shall remain at all times superior and prior in right to any Leasehold Mortgage and/or Subleasehold Mortgage. To the extent any of the other provisions of this Lease are inconsistent with the provisions of this Article 19, so long as any Leasehold Mortgage remains in effect, the provisions of this Article 19 shall control and shall be read in a manner to give the protection of the provisions hereof to the holder(s) of such Leasehold Mortgage.

19.02 <u>Notice of Default</u>. A Leasehold Mortgagee or Subleasehold Mortgagee may provide written notice of its Leasehold Mortgage or Subleasehold Mortgage, as applicable, in the same manner and at the same address as required by this Lease for notices delivered to Town, together with the name and address of such Leasehold Mortgagee or Subleasehold Mortgagee. In the event and following the date such written notice is delivered to Town, the Town agrees that upon serving Tenant with any notice under

this Lease of a Tenant Default, it shall also deliver a copy of such notice upon the Leasehold Mortgagee and Subleasehold Mortgagee in the same manner as required by this Lease for notices delivered to Tenant. The delivery shall be made at the address the Leasehold Mortgagee and Subleasehold Mortgagee shall have designated by written notice to the Town, from time to time.

19.03 <u>Opportunity to Cure: Recognition</u>. Any Leasehold Mortgagee or Subleasehold Mortgagee may make any payment or perform any act or obligation required hereunder to be made or performed by Tenant under this Lease with the same effect as if made or performed by Tenant within the time permitted for the curing of such failure or default as set forth below.

(A) <u>Monetary Event of Default</u>. For a Tenant Default which can be cured with the payment of money ("<u>Monetary Event of Default</u>"), a Leasehold Mortgagee or Subleasehold Mortgagee shall have the right, but not the obligation, to cure the Monetary Event of Default during the period which is thirty (30) days following the expiration of Tenant's cure period under this Lease and Town shall accept the curing of a Monetary Event of Default by any Leasehold Mortgagee or Subleasehold Mortgagee during this period as performance by Tenant. During this thirty (30) day cure period, Town shall be entitled to exercise all its rights and remedies against Tenant because of the Monetary Event of Default; provided, however, in no event shall Town exercise its remedy to terminate this Lease or terminate Tenant's possession during Leasehold Mortgagee does not cure the Monetary Event of Default within the thirty (30) day cure period, then Town may exercise all of its rights and remedies under this Lease, including its remedy to terminate this Lease in the event such Monetary Event of Default remains uncured, however, subject at all times to the Leasehold Mortgagee and Subleasehold Mortgagee's rights under Section 19.03(D) below.

Non-Monetary Event of Default. For a Tenant Default which cannot be cured (B) with the payment of money alone ("Non-Monetary Event of Default"), Leasehold Mortgagee or Subleasehold Mortgagee shall have the right, but not the obligation, to cure the Non-Monetary Event of Default during the period (the "Non-Monetary Cure Period") which is ninety (90) days after the expiration of Tenant's cure period, and Town shall accept the curing of the Non-Monetary Event of Default by Leasehold Mortgagee or Subleasehold Mortgagee as performance by Tenant. During this Non-Monetary Cure Period, Town shall be entitled to exercise all its rights and remedies against Tenant because of the Non-Monetary Event of Default; provided, however, in no event shall Town exercise its remedy to terminate this Lease or terminate Tenant's possession of the Premises during Leasehold Mortgagee or Subleasehold Mortgagee's Non-Monetary Cure Period. In the event the Leasehold Mortgagee or Subleasehold Mortgagee does not cure the Non-Monetary Event of Default within such Non-Monetary Cure Period, then Town may exercise its remedy to terminate this Lease, however subject at all time to the Leasehold Mortgagee and Subleasehold Mortgagee's rights under Section 19.03(D) below. In the event Leasehold Mortgagee or Subleasehold Mortgagee elects to exercise its cure rights under this Lease for a Non-Monetary Event of Default, Leasehold Mortgagee or Subleasehold Mortgagee shall give the Town written notice of its election to exercise such cure rights prior to the expiration of Tenant's cure period and use commercially reasonable, diligent and good faith efforts to cure such Non-Monetary Event of Default. A Non-Monetary Event of Default by Tenant which cannot be cured by Leasehold Mortgagee or Subleasehold Mortgagee without Leasehold Mortgagee or Subleasehold Mortgagee having possession of the Premises shall be governed by Section 19.03(C) instead of this Section 19.03(B).

(C) <u>Non-Monetary Event of Default requiring Possession to Cure</u>. Notwithstanding anything to the contrary contained in this Section 19.03, in the event of a Non-Monetary Event of Default by Tenant which by its nature cannot be cured by Leasehold Mortgagee or Subleasehold Mortgagee without Leasehold Mortgagee or Subleasehold Mortgagee having possession of the Premises or

appointing a receiver, then Town shall take no action to effect a termination of this Lease or terminate Tenant's possession, without (i) first giving to such Leasehold Mortgagee and Subleasehold Mortgagee prior written notice of such Non-Monetary Event of Default; (ii) allowing Leasehold Mortgagee or Subleasehold Mortgagee, as applicable, time to obtain possession of the Premises, to institute and complete foreclosure proceedings or otherwise acquire Tenant's leasehold estate under this Lease, through foreclosure or by the appointment of a receiver and (iii) providing Leasehold Mortgagee and Subleasehold Mortgagee, as applicable, a period of ninety (90) days from Leasehold Mortgagee or Subleasehold Mortgagee acquiring possession of the Premises or having a receiver appointed to cure such Non-Monetary Event of Default. During the period Leasehold Mortgagee and/or Subleasehold Mortgagee is attempting to obtain possession of the Premises, Town shall be entitled to exercise all its rights and remedies against Tenant because of such Non-Monetary Event of Event, but may not exercise its remedy to terminate the Lease or terminate Tenant's possession of the Premises. In the event Leasehold Mortgagee or Subleasehold Mortgagee fails to cure the Non-Monetary Event of Default within ninety (90) days after obtaining possession of the Premises or title to the leasehold estate or causing a receiver to be appointed, Town may terminate this Lease, however subject at all times to Leasehold Mortgagee or Subleasehold Mortgagee's rights under Section 19.03(D) below. Tenant agrees to cooperate with Leasehold Mortgagee, and the Town in delivering possession of the Premises to Leasehold Mortgagee or Subleasehold Mortgagee, as applicable, and to cooperate in the appointment of a receiver, in order for Leasehold Mortgagee or Subleasehold Mortgagee, as applicable, to effectuate cure of any Non-Monetary Event of Default. In no event shall any of the terms hereof prevent or delay the Town from exercising any self-help rights that may be available under the Lease to the same extent as if the Non-monetary Event of Default did not require possession of the Premises by the Leasehold Mortgagee or Subleasehold Mortgagee, through a receiver or otherwise.

In furtherance of the foregoing, Tenant acknowledges that the Town is relying upon the cooperation of Tenant in permitting the Leasehold Mortgagee or any Subleasehold Mortgagee to promptly appoint a receiver during the pendency of its efforts to obtain possession of the Premises, provided, however, that Leasehold Mortgage and Subleasehold Mortgagee shall not have an obligation to appoint a receiver; the Town is agreeing upon the terms of Section 19.03(C) in reliance upon such cooperation by Tenant. In the event that a Leasehold Mortgagee or Subleasehold Mortgagee does not desire to appoint a receiver, then notwithstanding anything herein to the contrary the Town may cause a receiver to be appointed and Tenant and such mortgagee shall cooperate with such appointment. Tenant agrees that it shall not interpose any non-compulsory counterclaim or otherwise impede or delay the right of any Leasehold or Subleasehold Mortgagee or the Town to cause a receiver to be appointed for the purpose, among other things, of prosecuting the prompt cure of any Non-Monetary Event of Default hereunder.

(D) Rejection of Lease in Bankruptcy; Termination of Lease and New Lease; Operation of the Property. If, for any reason, this Lease shall be terminated by reason of the rejection of this Lease in a bankruptcy proceeding of Tenant or by reason of a Tenant Default which remains uncured by Tenant, any Leasehold Mortgagee or Subleasehold Mortgagee following the expiration of the cure periods set forth in this Section 19.03, and any Leasehold Mortgagee or Subleasehold Mortgagee sends written notice to Town prior to termination of the Lease that such mortgagee elects to enter into a New Lease (as defined below) with Town for the Property, Town shall enter into and deliver a new lease ("New Lease") of the Property with such Leasehold Mortgagee or Subleasehold Mortgagee (or a subsidiary or affiliate of such mortgagee) (the "New Tenant") for the remainder of the Term of this Lease, at the same rent and on the same terms and conditions as contained in this Lease and dated as of the date of termination of this Lease. Town's obligation to enter into a New Lease with the New Tenant shall be contingent upon the New Tenant (i) curing all Monetary Events of Default and unconditionally assuming the obligation to cure all Non-Monetary Events of Default that are not personal to the prior Tenant within the cure period set forth in the Lease after taking possession of the Premises, (ii) payment of all annual

Base Rent and Additional Rent due hereunder by the Tenant to Town to the date of execution and delivery of the New Lease, had this Lease not been terminated, and (iii) payment of out-of-pocket reasonable attorney's fees and expenses incurred by the Town in connection with entering into the New Lease and in connection with the removal of the Tenant from the Premises. Nothing herein shall prevent or delay the Town's exercise of any self-help rights otherwise available under this Lease once it is legally permitted to do so under any bankruptcy or insolvency proceeding. The Town and New Tenant agree to enter into the New Lease within ninety (90) days from receipt of the written election notice from the applicable Lender, but the rent commencement date for the New Lease shall be the last day that Tenant paid rent ("Outside Date"). Town agrees that during any cure period extended to a Leasehold Mortgagee or Subleasehold Mortgagee under subsections (A),(B) and (C) above, Town will not terminate any Space Lease, disturb the possession, interest or quiet enjoyment of any Sub-Tenant, or accept any cancellation, termination or surrender of any such Space Lease (unless such termination or disturbance shall be effected as a matter of law on the termination of this Lease or if the termination of such Space Lease is done pursuant to the terms of such Space Lease(s)) or enter into a lease of all or part of the Premises (except for a New Lease with a Leasehold Mortgagee or Subleasehold Mortgagee). If the Town and New Tenant (subject to New Tenant satisfying the conditions for entering into the New Lease) do not enter into the New Lease by the Outside Date, unless the parties mutually agree to extend such Outside Date, the Town shall be free of all obligations to the Leasehold Mortgagee and Subleasehold Mortgagee and shall be free to (a) terminate this Lease and any Space Lease, (b) evict any Sub-Tenant under any Space Lease and (c) lease all or any part of the Premises at Town's sole discretion. During any period of time that Leasehold Mortgagee or Subleasehold Mortgagee is in actual possession of the Property, Leasehold Mortgagee and/or Subleasehold Mortgagee shall use, manage and operate the Property, through a receiver and licensed property manager or operator with experience in managing similar projects as the Tenant Improvements, in compliance with all Requirements applicable to the Property and in a commercially prudent and sound manner consistent with similar quality projects in the geographical area where the Property is located.

(E) <u>Lender Transfers</u>. Notwithstanding any other provision of this Lease, any sale or other transfer of Tenant's interest in this Lease or the Premises in any proceedings for the foreclosure of the Leasehold Mortgage, or the assignment or other transfer of this Lease or of the leasehold estate hereby created in lieu of the foreclosure of the Leasehold Mortgage (whether as a result of a default hereunder, a default under the Leasehold Mortgage or otherwise) (collectively, a "Leasehold Mortgage Transfer"), shall not require the consent of Town, provided that such purchaser or assignee pursuant to the Leasehold Mortgage Transfer shall be deemed to have agreed in writing to perform all of the terms, covenants and conditions on the part of Tenant to be performed hereunder from and after the date of such purchase and assignment, but only for so long as such purchaser or assignee is the owner of such leasehold estate and/or is in possession and control of the Premises.

(F) Limitations. In the event of a Leasehold Mortgage Transfer, no Leasehold Mortgagee or Subleasehold Mortgagee or other person acquiring title to Tenant's interest in the Lease or the Premises pursuant to a Leasehold Mortgage Transfer shall be (a) liable for any claim, loss or damage arising or occurring prior to acquiring such title or subsequent to any assignment of such interest, (b) liable for any act or omission of Tenant, (c) bound by any amendment to this Lease not joined in or consented to by the Leasehold Mortgagee and, if applicable, the Subleasehold Mortgagee, or (d) subject to any offsets or defenses which Town has against Tenant. In the event of a Leasehold Mortgage Transfer, Town and the transferee shall, upon written request of the other party, reaffirm in writing the validity of this Lease. Nothing contained in this Section 19.03(F) shall be construed as eliminating, modifying, or otherwise changing any other provision of this Section 19.03 requiring a Leasehold Mortgagee or Subleasehold Mortgagee or Subleasehold Mortgagee or Subleasehold Mortgage to satisfy specific requirements in order to be entitled to the benefits accorded Leasehold Mortgagee or Subleasehold Mortgage or Subleasehold Mortgagee or Subleasehold Mortgage or Subleasehold Mortgage or Sublease

(G) <u>No Personal Liability</u>. The liability of any Leasehold Mortgagee and Subleasehold Mortgagee, or their respective designee acquiring title pursuant to a Leasehold Mortgage Transfer shall be limited to its interest in the Premises, and any judgments rendered against any such Leasehold Mortgagee or Subleasehold Mortgagee, or their respective designee following the Leasehold Mortgage Transfer shall be satisfied solely out of its interests in this Lease or the proceeds of sale of its interest in the Premises. No personal judgment shall lie against any such Leasehold Mortgagee or Subleasehold Mortgagee or their respective designee upon extinguishment of its rights in the Premises, and any judgment so rendered shall not give rise to any right of execution or levy against such Leasehold Mortgagee or Subleasehold Mortgagee's or their respective designee's assets. The provisions of this Section shall not inure to the successors and assigns of any Leasehold Mortgagee or Subleasehold Mortgagee or their respective designee following a Leasehold Mortgage Transfer.

(H) <u>No Guaranty; Only Debtor-Creditor Relationship</u>. Nothing contained herein shall be construed as a guaranty, of any kind or nature, by any Leasehold Mortgagee or Subleasehold Mortgagee of any of the obligations of Tenant hereunder or as creating a relationship between Tenant and any Leasehold Mortgagee and Subleasehold Mortgagee other than a relationship of creditor and debtor.

(I) <u>Space Lease Rent</u>. Upon the execution and delivery of a New Lease under Section 19.03(D), all security deposits of Sub-Tenants and all prepaid rent moneys of Sub-Tenants that are in the Town's possession, if any, shall be transferred to the New Tenant under the New Lease, and all such leases that have been made by the Town, shall be assigned and transferred, without recourse, by the Town to the New Tenant named in such New Lease. Until each Leasehold Mortgagee and Subleasehold Mortgagee who has provided notice to the Town pursuant to Section 19.02 above has been given a notice of Tenant Default and this Lease has been terminated, the Town shall have no right and expressly waives any right arising under applicable law in and to the rentals, fees, and other amounts payable to Tenant under any Space Lease, to the extent such rentals and fees are assigned by Tenant to its Leasehold Mortgagee.

(J) Intentionally Deleted.

19.04 <u>No Lease Amendments.</u> Written notice of each Leasehold Mortgage and/or Subleasehold Mortgage shall be delivered by a Leasehold Mortgagee or Subleasehold Mortgagee to the Town specifying the name and address of such Leasehold Mortgagee or Subleasehold Mortgagee, as applicable, to which notices shall be sent and the Town shall be furnished a copy of each such recorded Leasehold Mortgage and Subleasehold Mortgage by the respective mortgagee thereunder. For the benefit of any Leasehold Mortgagee and Subleasehold Mortgagee, not to accept or consent to a surrender, cancellation or termination of this Lease, or enter into any material amendment or modification to this Lease, during any period that such Leasehold Mortgage and/or Subleasehold Mortgage shall remain a lien on Tenant's leasehold estate or a Sub-Tenant's leasehold estate.

19.05 Limitation of Liability to Perform. Notwithstanding anything contained in this Lease, a Leasehold Mortgagee and Subleasehold Mortgagee shall only be liable to perform the obligations imposed on Tenant in this Lease during the period that the Leasehold Mortgagee or Subleasehold Mortgagee, as applicable, is in possession or ownership of the leasehold estate created by this Lease or to the extent of Leasehold Mortgagee and/or Subleasehold Mortgagee's access to the Premises. Notwithstanding anything contained in this Lease, the Town shall not have any liability whatsoever to Tenant, to any Sub-Tenant, to Leasehold Mortgagee, to any Subleasehold Mortgagee or to any other party whatsoever for any events, defaults under any lease subordinate to this Lease, or other occurrences in or on the Premises except only to the extent of the Town's gross negligence or willful misconduct.

19.06 <u>Certificates.</u> Each party agrees, at any time and from time to time but no more than one time in each calendar year, upon not less than twenty (20) days prior written notice by the other party, to execute, acknowledge and deliver to the other party a statement in writing certifying: (a) whether this Lease is in full force and effect, and if it is alleged that this Lease is not in full force and effect, setting forth the nature thereof in reasonable detail; (b) whether this Lease has been supplemented or amended, specifying the manner in which it has been supplemented or amended; (c) the date to which all rental payments have been made; (d) the commencement and expiration date of this Lease; and (e) whether or not, to the actual knowledge of the signer of such statement, the other party is in default, in keeping, observing or performing any term, covenant, agreement, provision, condition or limitation contained in this Lease and if in default, specifying each such default, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by the other party, any prospective assignee of the other party's interest in this Lease or any Leasehold Mortgagee or Subleasehold Mortgagee, but reliance on such certificate may not extend to any default as to which the signer shall not have had actual knowledge.

19.07 <u>Subordination of Town's Lien</u>. In order to enable Tenant to secure financing for the purchase of fixtures, equipment and/or any other item of personalty now or hereafter located on or in the Premises, Town hereby waives and will from time to time, upon request, execute and deliver an acknowledgment that it has waived its "landlord's" or other statutory or common law or contractual liens securing payment of Base Rent or Additional Rent as to such fixtures, equipment or other items of personalty provided, however, that Tenant shall reimburse the Town, as Additional Rent, for the actual and commercially reasonable costs of its outside counsel in reviewing and commenting upon any such proposed waivers.

19.08 <u>Release of Lien</u>. Upon the scheduled expiration or early termination of this Lease, provided such termination is in accordance with the terms of this Lease including, but not limited to, this Article, Tenant, any Leasehold Mortgagee and/or Subleasehold Mortgagee, as appropriate, shall promptly execute, in recordable form, and deliver to Town, a termination of lease, termination of memorandum of lease, release of mortgage and such other documents as Town may reasonably require (collectively, the "<u>Release Documents</u>"). In the event Tenant fails to provide the foregoing Release Documents within thirty (30) Business Days after Town's written request therefor, Town shall be entitled to execute the same for and on behalf of Tenant and Tenant hereby appoint Town attorney in fact for the limited purpose of execution of such release documents.

19.09 Indemnification. By acceptance of the rights and benefits conferred upon a Leasehold Mortgagee and Subleasehold Mortgagee by this Article, such Leasehold Mortgagee and Subleasehold Mortgagee, as applicable, agrees, for itself and its successors and assigns, that it shall be bound by the terms of this Article as if such Leasehold Mortgagee or Subleasehold Mortgagee were a direct party hereto and further agrees to protect, defend, reimburse, indemnify and hold the Town and Town Representatives harmless from and, against any and all loss, damage, claim, demand, liability or expense (including reasonable and documented attorneys' fees at trial and all appellate levels) arising from Leasehold Mortgagee or Subleasehold Mortgagee's entry upon the Premises for inspection or other purposes, agreeing that the Town shall owe them no duties of care or otherwise and that such entry shall be at their sole risk and expense and, therefore, that such indemnity shall apply to any alleged negligence by the Town, but shall not apply to the extent caused by the gross negligence or more culpable misconduct of the Town or the Town Representatives.

19.10 Personal Property. Intentionally Omitted.

19.11 Fee Mortgages. This Lease, and any New Lease and, if applicable, the leasehold estate created hereby or thereby and all Leasehold Mortgages, including all amendments, renewals, and

extensions thereto or thereof, shall be prior and superior to all fee mortgages ("Fee Mortgage") encumbering the Town's fee estate in the Property, including the Town's reversionary interest in the Property, and the rights of the holders (each a "Fee Mortgagee") of all such Fee Mortgages. If any Fee Mortgagee shall succeed to the rights of the Town hereunder, whether through possession or foreclosure action or delivery of a new lease or deed, or in the event that the Town shall convey its fee interest in the Property, then, at the request of such party (hereinafter referred to as "Successor Landlord"), Tenant shall attorn to and recognize such Successor Landlord as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument reasonably required by such Successor Landlord to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as a direct Lease between Successor Landlord and Tenant, upon all terms, conditions, and covenants as set forth in this Lease. So long as no Tenant Default exist, Tenant's possession of the Premises and Tenant's rights and privileges under this Lease shall not be diminished or interfered with by any Fee Mortgagee or Successor Landlord during the Term of this Lease. This particular provision shall be binding upon any assigns or successors in interest to the Town.

19.12 <u>Further Assurances</u>. Upon written request from Tenant, any Sub-Tenant, any Leasehold Mortgagee (prospective or current) or any Subleasehold Mortgagee (prospective or current), Town shall, under documentation reasonably satisfactory to the requesting party and the Town, and (i) subject to the agreement of the requesting party to reimburse the Town for its actual and commercially reasonable attorneys' fees in connection therewith, as additional rent, and (ii) the agreement by Tenant to the extent required: (a) agree directly with the applicable Leasehold Mortgagee or Subleasehold Mortgagee that it may exercise against Town all Leasehold Mortgagee's rights in this Lease; (b) agree directly with the applicable Subleasehold Mortgagee that it may exercise against Town all Subleasehold Mortgagee's rights in this Lease and the applicable Space Lease; and (c) amend this Lease and/or provide other assurances as any current or prospective Lender reasonably requests, provided such amendment does not adversely affect the Town or reduce of any payment due Town or increase of any liability or obligation of Town.

# **ARTICLE 20 - INDEMNIFICATION**

Tenant shall indemnify, defend, and save harmless the Town and the Town Representatives from and against any and all loss, damage, claim, demand, liability, and expense (including reasonable and documented attorneys' fees at trial and all appellate levels) resulting from claims by third parties and based on any acts or omissions (specifically including negligence of any Tenant Party and Tenant's failure to comply with this Lease) of the Tenant Parties in connection with the use or occupancy of the Premises by the Tenant Parties; provided, however, Tenant shall not be responsible for any loss, damage, claim, demand, liability, or expense to the extent attributable to the gross negligence or willful misconduct of the Town or any Town Representative, although the simple negligence of Town and the Town Representatives shall be included in the foregoing indemnity. Tenant shall have the right to assume the defense of any claim covered by this indemnity on behalf of both itself and the Town and Town Representatives, provided that the attorneys selected by Tenant to handle the defense are reasonably satisfactory to Town and the representation will not result in a conflict of interest for the attorneys. Further, Tenant may not settle any claim covered by this Article without the prior written consent of Town. This Article shall not be construed to restrict, limit, or modify Tenant's insurance obligations under this Lease. The obligations arising under this Article shall survive the expiration or sooner termination of this Lease. The foregoing indemnity includes, without limitation, any claim, suit, demand or proceeding brought by a third party against the Town and any Town Representatives as a governmental entity, or parties related thereto even if such claim, suit, demand or proceeding would not be applicable to Tenant as a private entity.

#### **ARTICLE 21 - SIGNAGE**

Tenant may install and operate upon the Premises, at Tenant's sole cost and expense, signs representing the businesses operating on the Premises in compliance with the Requirements. All signage on the Premises must comply with all applicable governmental requirements applicable thereto.

# **ARTICLE 22 - LAWS, REGULATIONS AND PERMITS**

22.01 <u>General.</u> Tenant agrees that throughout the Term of this Lease, Tenant shall at all times be and shall remain in full and complete compliance with all applicable Federal, State and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature, as now or hereafter amended.

22.02 <u>Permits and Licenses Generally.</u> Tenant agrees that it shall, at its sole cost and expense, be responsible for obtaining, paying for, and maintaining current, and fully complying with, any and all permits, licenses and other governmental authorizations, however designated, as may be required at any time throughout the Term of this Lease by any Federal, State or local governmental entity or any court of law having jurisdiction over the operations and activities conducted on the Premises by Tenant, including ensuring that all legal requirements, permits, and licenses necessary for, or resulting directly or indirectly from, Tenant's operations and activities on the Premises have been obtained and are in full legal compliance. Upon the written request of Town, Tenant shall provide to Town copies of any and all permits and licenses which Town may request (or, at Town's expense, certified copies).

22.03 <u>Safety Regulation</u>. Tenant agrees that it shall conduct its operations and activities under this Lease in compliance with safety standards imposed by applicable Federal, State and local laws and regulations and shall require the observance thereof by all Tenant Parties.

#### 22.04 Environmental and Natural Resource Laws, Regulations and Permits.

(A) As between Town and Tenant during the Term of this Lease, Tenant hereby expressly assumes and accepts full responsibility and liability for compliance with all applicable Environmental Laws in the handling and disposal of any and all Hazardous Substances resulting from or arising out of Tenant's operations conducted on the Premises or existing on the Premises on the date of this Lease.

(B) Violation of any part of the foregoing provisions or disposal by Tenant of any Hazardous Materials in violation of the provisions of this Section 22.04 shall be deemed to be a Tenant Default under this Lease and shall be grounds for termination of this Lease unless cured within thirty (30) days of receipt of written notice from Town or as expeditiously as possible if the violation cannot be completely cured within such thirty (30) day period, provided Tenant is diligently trying to cure the violation in compliance with all Environmental Laws. As between Town and Tenant, Tenant hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures resulting from or in any way connected with the improper use, handling, storage, and/or disposal of Hazardous Materials on or from the Premises, regardless of whether or not a default notice has been issued and notwithstanding any other obligations imposed upon Tenant pursuant to the terms of this Lease. All such remedies of Town with regard to environmental requirements as set forth herein shall be deemed cumulative in nature and shall survive expiration or termination of this Lease.

(C) Tenant agrees to protect, defend, reimburse, indemnify and hold the Town Representatives harmless from and against any and all loss, damage, claim, demand, liability and expense (including reasonable and documented attorneys' fees at trial and all appellate levels) arising from, resulting out of or in any way caused by or connected to the failure of the Premises to comply with applicable Environmental Laws, but excluding to the extent caused by the entry upon the Premises and affirmative acts of the Town or Town Representatives from and after the date of this Lease. The parties acknowledge and agree that the foregoing indemnification is in addition to, and a supplement of, Tenant's indemnification agreement set forth in Article 20. The obligations arising under this Section 22.04 shall survive the expiration or earlier termination of this Lease.

# **ARTICLE 23 - AMERICANS WITH DISABILITIES ACT**

Tenant and the Premises shall comply with the applicable requirements of the Americans with Disabilities Act, the State of Florida Accessibility Requirements Manual, and Section 504 of the Rehabilitation Act of 1973 and any similar or successor laws, ordinances, rules, regulations and orders, including, but not limited to 28 CFR Part 36, 49 CFR Parts 27 and 37, and shall cooperate in a commercial and reasonable standard with Town to ensure Tenant remains in compliance with such requirements throughout the Term of this Lease.

#### **ARTICLE 24 - DISCLAIMER OF LIABILITY**

TENANT HEREBY DISCLAIMS, AND HEREBY RELEASES THE TOWN REPRESENTATIVES FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY ANY TENANT PARTY DURING THE TERM OF THIS LEASE OR ANY EXTENSION THEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE OR INJURY TO THE TENANT IMPROVEMENTS OR PERSONAL PROPERTY THAT MIGHT BE LOCATED OR STORED ON THE PREMISES, UNLESS AND TO THE EXTENT SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY A TOWN REPRESENTATIVE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. TENANT AND THE TOWN EXPRESSLY AGREES THAT UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGE RELATED TO THE LEASING OF THE PREMISES PURSUANT TO THIS LEASE.

#### ARTICLE 25 – TOWN NOT LIABLE

Town shall not be responsible or liable to Tenant for any claims for compensation or any losses, damages or injury whatsoever sustained by Tenant resulting from failure of any of the following: (a) water supply, heat, air conditioning, electrical current, or sewerage or drainage facility unless caused by the gross negligence or willful misconduct of Town; or (b) caused by natural physical conditions on the Premises, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, hurricane, act of God or state of war, civilian commotion or riot, or any other cause, whether beyond or within the control of Town.

# **ARTICLE 26 - AUTHORIZED USES ONLY**

Notwithstanding anything to the contrary herein, Tenant shall not use or reasonably permit the use of the Premises for any illegal purpose.

#### **ARTICLE 27 - MISCELLANEOUS**

27.01 <u>Waiver</u>. The failure of either party to insist on strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that either party may have for any subsequent breach, default, or non-performance, and neither parties' right to insist on strict performance of this Lease shall be affected by any previous waiver or course of dealing.

27.02 Easements. Nothing in this Lease shall impair any existing utility easements, nor impair the right of access to any existing utility lines. Town shall not grant any utility easements, licenses and rights-of-way to others over, under, though, across or on the Premises reasonably anticipated to have a material adverse effect on the proper conduct of Tenant's authorized business operations on the Premises without the prior written consent of Tenant. The parties shall cooperate to determine the appropriate location of such easements, licenses and rights-of-way in an effort to avoid any unnecessary impacts to Tenant's Intended Project and business operations on the Premises, including, without limitation, any impact to Tenant's Improvements, access to or visibility of the Premises, availability or reduction of parking on the Premises, and the scope of Tenant's rights under this Lease. Tenant agrees to consent and join to any such utility easements, license and right-of-way granted by Town in accordance with the requirements of this Section 27.02 upon Town's written request to Tenant. Town agrees to use commercially reasonable and diligent efforts to utilize existing utility easements, licenses and rights-ofway prior to exercising Town's rights under this Section 27.02.

27.03 <u>Independent Contractor</u>. Tenant or any successor in interest to this Lease, is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Town shall in no way be responsible therefor.

27.04 <u>Governmental Authority</u>. Nothing in this Lease shall be construed to waive or limit Town's governmental authority as a political subdivision of the State of Florida to regulate Tenant or its operations. Town's obligations under this Lease are made in a proprietary capacity, rather than in a governmental capacity and such agreements shall not be construed as limiting, prohibiting or eliminating the obligation of the parties to comply with all applicable rules, regulations, ordinances, statues and laws, nor to alter or impair Town's governmental functions, including, but not limited to, Town's right to lawfully exercise its regulatory authority over the development of the Premises, nor as enabling, permitting, or creating any cause of action or claim arising out of the lawful exercise of Town's governmental authority.

# 27.05 Intentionally Omitted.

27.06 <u>Invalidity of Clauses.</u> The invalidity of any portion, article, paragraph, provision, clause or any portion thereof of this Lease shall have no effect upon the validity of any other part or portion hereof.

27.07 <u>Governing Law.</u> This Lease shall be governed by and in accordance with the laws of the State of Florida.

27.08 <u>Venue</u>; Jurisdiction. Exclusive venue in any action, suit or proceeding in connection with this Lease shall be filed and held in a State court of competent jurisdiction located in Palm Beach County, Florida.

27.09 <u>Notices.</u> All notices and elections (collectively, "**notices**") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand

delivered by messenger, courier service or overnight mail, or alternatively shall be delivered by the United States Postal Service, Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Town:	Town of Palm Beach, Florida 360 South County Road Palm Beach, FL 33480 Attn: Town Manager	
with copy to:	Akerman LLP Three Brickell City Centre 98 Southeast Seventh Street, Suite 1100 Miami, FL 33131 Attn: Janis K. Cheezem, Esq.	
Tenant:	AHS Residential, LLC 12895 S.W. 132 Street, Suite 202 Miami, Florida 33186 Attn: Juan G. Fernandez, Esq., Corporate Counsel Fax number: (305) 255-5589 Email: <u>ifg@ahsresidential.com</u>	
with copy to:	Stearns Weaver Miller Weissler Alhadeff & Sitterson, PA 150 W. Flagler Street Suite 2200 Miami, FL 33130 Attn: Barbara J. Ferrer, Esq. Email: bferrer@stearnsweaver.com	

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other party.

27.10 <u>Inspector General.</u> The County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Tenant, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the

same manner as a second-degree misdemeanor and shall be a default under this Lease without any grace or cure period.

27.11 <u>Paragraph Headings.</u> The heading of the various articles and sections of this Lease are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

27.12 No Recording. Neither this Lease, nor any memorandum or short form hereof, shall be recorded in the Public Records of Palm Beach County, Florida, without the prior written consent of the Town Council; provided, however, Tenant may record, at its sole cost and expense, a memorandum of this Lease in the form attached to this Lease as *Exhibit "B"* after the expiration of the Remediation Plan Outside Approval Date, subject to Tenant's prior receipt of the Governmental Approvals (and subject to the condition that this Lease remains in full force and effect and there is no uncured Tenant Default hereunder). Such memorandum of Lease may be signed by the Town Manager on behalf of Town. Upon the scheduled expiration or early termination of this Lease, Tenant shall promptly execute, in recordable form, and deliver to Town a termination of the memorandum of this Lease. In the event Tenant fails to provide the foregoing termination document within thirty (30) Business Days after Town's written request therefor, Town shall be entitled to execute the same for and on behalf of Tenant and Tenant hereby appoints Town attorney-in-fact for the limited purpose of execution of such termination document.

27.13 <u>Binding Effect</u> The terms, conditions and covenants of this Lease shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns and subtenants, if any. This provision shall not constitute a waiver of any prohibition against or limitations regarding assignment or subletting.

27.14 <u>Performance</u>. The parties expressly agree that time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

27.15 <u>Approvals by the Town</u>. All requests for action or approvals by the Town will be sent to the Town Manager for decision as to who within the Town, including the Town Council, must act or approve the matter on behalf of the Town.

27.16 <u>Construction</u>. No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Lease. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof, shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

27.17 <u>Broker</u>. Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease other than Robert D. Kelley, Licensed Real Estate Broker, ("<u>Tenant's Broker</u>") and Tenant further agrees to indemnify, defend and hold harmless Town from and against any claims or demands of any salesperson, agent, finder or broker claiming to have dealt with Tenant, including, without limitation, Tenant's Broker. The foregoing indemnifications shall include all costs, expenses and fees, including reasonable attorney's fees plus cost at trial and all appellate levels, expended or incurred in the defense of any such claim or demand. The obligations set forth in this paragraph shall survive the termination of this Lease. The Town agrees to pay Tenant's Broker commission in an amount equal to four percent (4%) of the aggregate annual Base Rent amount paid by Tenant during the initial ten (10) years of the Term of this Lease. Such commission shall be due and payable by the Town as follows (a) fifty percent (50%) within thirty (30) days following the date that Tenant's last termination right under this Lease has been waived or has expired without such termination

right having been exercised, and (b) fifty percent (50%) within thirty (30) days following the later of the Date of Beneficial Occupancy or the satisfaction of the condition set forth in (a) herein.

27.18 <u>Public Entity Crimes.</u> As provided in Section 287.132-133, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3) (a), Florida Statutes. Furthermore, such certification and the truth thereof shall be required by any subtenant and as a condition to Town's consent to any assignee under this Lease, whether or not related to Tenant, and in the event the Town's consent to any transfer under this Lease is not required for any reason, including without limitation with respect to transfers accomplished under ARTICLE 19 hereof, such consent shall be deemed to have been granted and the truth thereof shall be deemed to have been agreed upon and certified to by such party.

27.19 <u>Scrutinized Companies</u>. As provided in Section 287.135, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who perform hereunder, have not been placed on the Scrutinized Companies Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes, or is engaged in business operations in Cuba or Syria. If Town determines, using credible information available to the public, that a false certification has been submitted by Tenant, this Lease may be terminated and a civil penalty equal to the greater of Two Million Dollars (\$2,000,000) or twice the amount of this Lease shall be imposed, pursuant to Section 287.135, Florida Statutes. Furthermore, this certification and the truth thereof shall be required by any subtenant and as a condition to Town's consent to any assignee under this Lease is not required for any reason, including without limitation with respect to transfers accomplished under ARTICLE 19 hereof, such consent shall be deemed to have been granted and the truth thereof shall be deemed to have been agreed upon and certified to by such party.

27.20 <u>Annual Appropriation</u>. Nothing in this Lease shall obligate Town during any fiscal year to expend money or incur any liability that involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Town's obligations under this Lease, which involve the expenditure of money, shall be subject to annual budgetary funding and appropriations. This Section 27.20 shall not act or be construed as a waiver of any rights Tenant may have to pursue its remedies at law or in equity, include, without limitation, any claim Tenant may have for breach of contract.

#### 27.21 Intentionally Omitted.

27.22 <u>Entirety of Agreement.</u> The parties agree that this Lease sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Lease may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

27.23 <u>Remedies Cumulative</u>. The rights and remedies of the parties hereto with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive and shall be in addition to all other rights and remedies of the parties.

27.24 <u>Incorporation by References</u>. All exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Lease by reference.

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27.25 <u>No Third-Party Beneficiaries.</u> No provision of this Lease is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizen or employees of Town and/or Tenant.

27.26 Force Majeure. Notwithstanding anything to the contrary set forth herein, neither party shall be liable for failure to perform any of its obligations under this Lease in the event it is prevented from so performing by an event of force majeure, including, strike, lockout, breakdown, floods, extreme weather (such as tropical storms or hurricanes), casualty, acts of terrorism, war or other emergency, restraint by court or other public authority, litigation or administrative challenges by third parties to the execution or performance of this Lease or the procedures leading to its execution and/or approval, inability to obtain labor or materials, moratoriums (an "Event(s) of Force Majeure"). Where there is an Event of Force Majeure the party prevented from or delayed in performing its obligations under this Lease must promptly notify the other party giving full particulars of the Event of Force Majeure and that party must use its reasonable efforts to mitigate the effect of the Event of Force Majeure upon its or their performance and fulfillment its or their obligations under the Lease. Upon conclusion of the Event of Force Majeure the party affected must as soon as reasonably practicable recommence the performance of its obligations under this Lease. An Event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner.

27.27 <u>Radon.</u> Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Palm Beach County public health department.

#### 27.28 Public Records.

(A) Tenant acknowledges that Town is required to comply with applicable laws relating to public records, including Chapter 119, Florida Statutes, ("Public Records Law") and that records submitted by Tenant to Town or by Town to Tenant pursuant to this Lease may be subject to public disclosure. Tenant shall comply with all applicable provisions of the Public Records Law. Tenant shall separately submit and prominently identify any records submitted by Tenant that Tenant believes to be exempt or prohibited from disclosure under the Public Records Law ("Exempt Records") including the specific statutory authorization for exemption. Simultaneously with the submission of identified Exempt Records, Tenant shall submit a sworn affidavit from a person with knowledge attesting that the specified records constitute exempt records under the Public Records Law and stating the factual basis for the attestation. In the event a third party submits a request to Town for the release of records that Tenant has identified as Exempt Records, Town shall promptly notify Tenant in writing that it has received the request and state whether Town intends to release such records, but Town shall not release such records unless ordered to do so by a court of competent jurisdiction or authorized to do so in writing by Tenant. Tenant shall have the right and obligation to assume the defense of any claim arising in connection with these provisions using the services of attorneys selected by Tenant that are reasonably satisfactory to the Town and whose representation will not create a conflict of interest for the attorneys. Tenant shall protect, defend, reimburse, indemnify and hold the Town and Town Representatives harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines, penalties, judgments, and damages (including reasonable attorney fees, court costs, and litigation expenses at trial and appellate levels)

relating to the non-disclosure of any Exempt Records in response to a records request by a third party. The obligations arising herein shall survive the expiration or sooner termination of this Lease.

(B) To the extent Tenant is determined to be acting on behalf of Town as stated in Section 119.0701, Florida Statutes, Tenant shall:

(1) Keep and maintain public records required were Town performing the services under this Lease;

(2) Upon request from Town, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Lease and following completion of the Lease if the records are not transferred to Town; and

(4) Upon completion of the Lease, transfer to Town, at no cost, all public records in possession of Tenant or keep and maintain public records required by Town to perform the service. If Tenant transfers all public records to Town, upon the completion of the Lease, Tenant shall destroy any duplicate public records that are exempt or confidential and exempt. If Tenant keeps and maintains public records upon completion of the Lease, Tenant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Town upon request in a format that is compatible with the information technology systems of Town.

The failure of Tenant to comply with the applicable provisions of this Section 27.28(B) shall constitute a material breach of this Lease entitling Town, after written notice to Tenant and a period not to exceed thirty (30) days for Tenant to cure such breach (although such thirty (30) day period may be abbreviated under Public Records Law based on the complexity and volume of the public records requested), to exercise any remedy provided in this Lease or under applicable law. A request for public records regarding this Lease must be made directly to Town, who will be responsible for responding to any such public records requests. Tenant will provide any requested records to Town to enable Town to respond to the public records request.

IF TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE TOWN OF PALM BEACH TOWN CLERK.

27.29 <u>Quiet Enjoyment.</u> Town covenants and agrees that so long as no Tenant Default shall exist, Tenant may peaceably and quietly hold and enjoy the Premises for the Term of this Lease without hindrance or interruption by Town or any other person claiming by, through or under Town subject to the terms and conditions hereof. During the Term of this Lease, Tenant shall be entitled to exclusive possession of the Premises and the Town shall not grant any other rights to use the Property, including, without limitation, any easements, licenses or other occupancy rights.

27.30 <u>Non-discrimination</u>. In accordance with Laws, the parties shall not discriminate against any person, group of persons or entity on the basis of race, gender, religion, national or ethnic origin, age or disability.

27.31 <u>Survival</u>. Notwithstanding any early termination of this Lease, Tenant and Town shall remain obligated hereunder to perform any financial obligation imposed thereon arising on or prior to the date of such termination that remains unsatisfied as of the effective date of termination.

27.32 <u>Waiver of Jury Trial; Consent to Jurisdiction</u>. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO (a) THIS LEASE, INCLUDING ANY EXHIBITS, OR SCHEDULES ATTACHED TO THIS LEASE; (b) ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION WITH THIS LEASE; OR (c) THE TRANSACTIONS CONTEMPLATED BY THIS LEASE. THIS WAIVER SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

27.33 <u>Good Faith and Fair Dealing</u>. Each of the Town and Tenant ratify their obligation of good faith and fair dealing from one to the other.

27.34 Irrevocable Waiver of Certain Rights. To induce Town to enter into this Lease:

(A) Tenant agrees and is forever estopped from asserting to the contrary that: (i) this Lease is a single lease pursuant to which the collective Premises are demised as a whole to Tenant, (ii) except as specifically permitted under the terms of this Lease, this Lease is a unitary, indivisible, unseverable instrument pertaining to all but not less than all of the Premises and (iii) neither this Lease nor the duties, obligations or rights of Tenant may be allocated or otherwise divided among the Premises by Tenant;

(B) Tenant agrees and is forever estopped from asserting to the contrary that this Lease does not in any manner make Tenant the partner, joint venturer or agent of Town;

(C) Tenant agrees and is forever estopped from asserting to the contrary that if, notwithstanding the provisions of this Section, this Lease were to be determined or found to be in any proceeding, action or arbitration under state or federal bankruptcy, insolvency, debtor-relief or other applicable laws to constitute multiple leases demising multiple properties, that such multiple leases could not, by the debtor, trustee, or any other party, be selectively or individually assumed or rejected;

(D) Tenant forever knowingly waives and relinquishes any and all rights under or benefits of the provisions of the United States Bankruptcy Code Section 365 (11 U.S.C. § 365), or any successor or replacement thereof or any analogous state law, to selectively or individually assume or reject the multiple leases comprising this Lease following a determination or finding in the nature of that described in the foregoing Subsection (C);

(E) Tenant agrees, acknowledges and is forever estopped from asserting to the contrary that this Lease is a "true lease" and not a financing lease, mortgage, equitable mortgage, deed of trust, trust agreement or other financing or trust arrangement; the economic realities of this Lease are those of a true lease; and the business relationship created by this Lease and any related documents is solely that of a long-term lease between Town and Tenant and has been entered into by both parties in reliance on the economic and legal bargains contained herein;

(F) Tenant agrees, acknowledges and is forever estopped from asserting to the contrary that the parties agree that from an economic point of view the portions of the Premises leased pursuant to this Lease constitute one economic unit and that the annual Base Rent and all other

provisions have been negotiated and agreed to base on a demise of all of the Premises demised by this Lease as a single, composite, inseparable transaction; that all provisions of this Lease shall apply equally and uniformly to all the Premises as one unit and are not severable; that the economic terms of this Lease would have been substantially different had separate leases for a "divisible" lease been acceptable to Town; that a default in any of the terms or conditions of this Lease occurring with respect to any portion of the Premises shall be a default under this Lease with respect to all of the Premises; and that the provisions of this Lease shall at all times be construed, interpreted and applied such that the intention of Town and Tenant to create a unitary Lease shall be preserved and maintained.

27.35 Arbitration. Any dispute between Town and Tenant relating to the matters addressed in Section 7.12 and/or whether a condition or event constitutes an Event of Force Majeure shall be referred to and exclusively and finally settled by binding arbitration, conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (or similar successor rules thereto), and shall not be subject to judicial review. The place of arbitration shall be Palm Beach, Florida, In the event that any party calls for a determination in arbitration pursuant to the terms of this Lease, the parties shall have a period of ten (10) days from the date of such request to mutually agree on one arbitrator who, at a minimum, must be an attorney with at least fifteen (15) years of experience practicing real estate construction law (with significant experience in development projects and related litigation) in Palm Beach County, Florida. If the parties fail to agree, each party shall have an additional ten (10) days to select an individual meeting the same minimum qualifications set forth above, and the two (2) arbitrators selected shall select an arbitrator to be the arbitrator for the dispute in question. If any party fails to make its respective selection of an arbitrator within the additional 10-day period provided for above, then the remaining party's selection shall select the arbitrator. The arbitrator shall decide the issues submitted to him/her in accordance with (a) the language, commercial purpose and restrictions contained in this Lease (including exhibits hereto, if any) and (b) what is just and equitable under the circumstances, provided that all substantive issues shall be determined under the laws of the State of Florida. With respect to any arbitration proceeding hereunder, the following provisions shall apply: (i) the parties shall cooperate with one another in the production and discovery of requested documents, and in the submission and presentation of arguments to the arbitrator at the earliest practicable date; (ii) the arbitrator conducting any arbitration shall be bound by the provisions of this Lease and shall not have the power to add to, subtract from or otherwise modify such provisions; and (iii) each party shall be responsible for its own costs and expenses incurred in the arbitration, including attorneys' fees, but the costs of the presiding arbitrator and the arbitration itself shall be shared equally by the Parties. Arbitration of any dispute hereunder shall be conducted on an expedited basis under the "Expedited Procedures" of the Commercial Arbitration Rules to the fullest extent possible.

# [SIGNATURE BLOCKS ON FOLLOWING PAGE]

The parties have executed this Lease as of the dates set forth below their respective signatures.

Witnesses (two required):

Signature: Print Name: NINA TOSCANO Signature: Print Name: Into

THE TOWN OF PALM BEACH, a political subdivision of the State of Florida

By: IRK BLOWN By: MANAGER TO 4VM Date: ATTEST

By: Clerk

APPROVED AS TO FORM AND SUFFICIENCY FOR THE USE AND RELIANCE OF THE TOWN OF PALM BEACHONLY:

By: n 1 **Gity** Attorney Town



EXECUTION COPY

# [SIGNATURE PAGE OF GROUND LEASE]

Witnesses (two required): Signature Print Name: Signature: Print Name:

CRE Fund at Okeechobee Boulevard, LLC, a Florida limited liability company

By: Name: SUA NO ME Title: AUTHONIZED RE RESENTATIVE 5011 Date: 28

# EXHIBIT "A" LEGAL DESCRIPTION

.

The West half (W 1/2) of the Northwest quarter (NW 1/4) of the Northeast quarter (NE 1/4) and the Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4) of the Northeast quarter (NE 1/4) of Section 26, Township 43 South, Range 42 East, Palm Beach County, Florida.

LESS those lands conveyed pursuant to that County Deed to the State of Florida Department of Transportation District Office recorded 4/12/1989 in Official Records Book 6029, Page 1155.

# EXHIBIT "B" FORM MEMORANDUM OF LEASE

(attached)

EXECUTION VERSION

#### WHEN RECORDED RETURN TO:

Janis K. Cheezem, Esq. Akerman LLP Three Brickell City Centre 98 Southeast Seventh Street, Suite 1100 Miami, FL 33131

#### SPACE ABOVE THIS LINE FOR RECORDER'S USE

#### MEMORANDUM OF LEASE

This is a Memorandum of Lease by and between the **TOWN OF PALM BEACH, FLORIDA**, a political subdivision of the State of Florida, whose address is 360 South County Road, Palm Beach, FL 33480, Attention Town Manager (hereinafter called "Landlord"), and **CRE FUND AT OKEECHOBEE BOULEVARD LLC**, a Florida limited liability company, whose address is c/o AHS Residential, LLC, 12895 S.W. 132<sup>nd</sup> Street, Suite 202, Miami, FL 33186, Attention: Corporate Counsel (hereinafter called "Tenant"), upon the following terms:

Date of Lease:	August 12, 2021.	
Premises:	The real property known as 5976 Okeechobee Blvd., West Palm Beach, Florida legally described in Exhibit A attached hereto.	
Commencement Date:	As determined in accordance with Section 1 of the Lease.	
Rent Commencement Date:	As determined in accordance with Section 1 of the Lease.	
Initial Term:	Fifty (50) years from the Date of Beneficial Occupancy as defined in the Lease.	
Extension Terms:	One (1) period of ten (10) years, subject to the discretion of each of Landlord and Tenant.	
Right of First Refusal:	Tenant has no option to purchase all or any portion of the Premises, including but not limited to, any right of first offer or first refusal.	

The purpose of this Memorandum of Lease is to give record notice of that certain Amended and Restated Ground Lease Agreement dated as of August 12, 2021, between Landlord and Tenant ("Lease") and of the rights created thereby, all of which are hereby confirmed. This Memorandum of Lease is not intended to, and shall not be deemed or construed to, change the provisions of the Lease in any respect. In the event of any conflict or inconsistency between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall prevail.

Tenant agrees that nothing contained in this Lease shall be construed as consent by Town to subject the fee simple estate of Town to liability under the Construction Lien Law of the State of Florida and understands that Town's fee simple estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any Tenant Improvements of this provision of this Lease.

Upon expiration or termination of the Lease, Tenant acknowledges, for itself and its successors and assigns, that it shall be sufficient for purposes of title for Landlord to record an affidavit setting forth the fact that the Lease has expired or has been terminated and stating the date on which such Lease expired or terminated. Any purchaser, title insurer, title agent or attorney shall be entitled to rely upon such affidavit. Tenant specifically acknowledges that, but for the provisions of this paragraph, Landlord would not enter into the Lease and the intention of the aforesaid affidavit is to give third party purchasers the right to rely upon the affidavit in establishing that the title they acquire will be free from any rights under the Lease.

# SIGNATURES ON FOLLOWING PAGES

ŝ,

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

WITNESSES:	LANDLORD:	
	THE TOWN OF PALM BEACH, FLORIDA, a political subdivision of the State of Florida	
Print Name:	By:	
	Name:	
	Title:	
	Date:	
Print Name:		
STATE OF FLORIDA		
COUNTY OF PALM BEACH	)	
Sworn to (or affirmed) and subscribed befo	re me by means of $\Box$ physical presence or $\Box$ online , 20 , by , as of	
<b>THE TOWN OF PALM BEACH, FLOR</b> executed the foregoing in behalf of such po or $\Box$ produced the following identification:	<b>CIDA</b> , a political subdivision of the State of Florida, who litical subdivision and who $\Box$ is/are personally known to me	

(Notary Seal)

Notary Public

Notary Public in and for the State and aforesaid County

(Printed Name of Notary)

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

WITNESSES:	TENANT:	
:	<b>CRE FUND AT OKEECHOBEE BOULEVARI</b> LLC, a Florida limited liability company	
Print Name:	By: Name: Title: Date:	
Print Name:		
STATE OF FLORIDA COUNTY OF	)	
CRE FUND AT OKEECHOBEE BOULEVARD	by, as of <b>DLLC</b> , a Florida limited liability company, , who bility company and who $\Box$ is/are personally known to	
(Notary Seal)	Notary Public	

Notary Public in and for the State and aforesaid County

(Printed Name of Notary)

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

# EXHIBIT "C" ANNUAL BASE RENT SCHEDULE

PERIOD	ANNUAL BASE RENT	MONTHLY RENT
1-5	\$867,618.00	\$72,301.50
6 - 10	\$954,380.00	\$79,531.66
11-15	\$1,049,818.00	\$87,484.83
16-20	\$1,154,800.00	\$96,233.33
21 - 25	. \$1,270,280.00	\$105,856.66

# I. Annual Base Rent for Lease Years 1-25

# II. Reset of annual Base Rent as of the Commencement of Lease Year 26 and annual Base Rent for Lease Years 26 - 30.

Effective of the first day of Lease Year 26, the annual Base Rent shall be adjusted to the amount equal to six percent (6%) of the Prevailing Market Value of the Property, as determined by Rider No. 1 of this Exhibit "C"; provided, however, in no event shall the annual Base Rent for Lease Year 26 be more than 122.5% (or \$1,571,971.00) of the annual Base Rent for Lease Year 25 or less than 97.5% (or \$1,222,644,000.00) of the annual Base Rent for Lease Year 25. The annual Base Rent, as adjusted by this paragraph, shall remain in effect until the last day of Lease Year 30.

#### III. Annual Base Rent for Lease Years 31 - 50

Effective as of the first day of Lease Year 31, 36, 41 and 46, the annual Base Rent shall increase to the amount which is 110% of the annual Base Rent for the immediately preceding Lease Year.

# Rider No. 1 Appraisal Procedures

The "Prevailing Market Rate" (as hereinafter defined) of the Property as of the commencement of the 26<sup>th</sup> Lease Year shall be determined as follows:

A. The term "**Prevailing Market Rate**" means the amount that a seller under no compulsion to sell, and a buyer under no compulsion to purchase, would agree as the fair market value of the Property (without taking into consideration the value of any of the buildings, structures or other improvements on the Property) as of the commencement of the twenty-sixth (26<sup>th</sup>) Lease Year. The Prevailing Market Rate shall be based upon sales of unencumbered property recently entered into in the area of the Property ("**Comparison Transactions**"). The determination of Prevailing Market Rate shall take into consideration the location of the Property, and other factors in each of the Comparable Transactions affecting their value.

B. Tenant shall, not later than the first day of the twenty-fifth (25<sup>th</sup>) Lease Year, deliver to the Town a good faith written proposal of the Prevailing Market Rate for the Property. Within 60 days after receipt of Tenant's proposal, the Town shall deliver written notice to Tenant that (i) the Town accepts Tenant's proposal or (ii) the Town rejects Tenant's proposal. If the Town does not give Tenant a timely written notice in response to Tenant's proposal, Tenant's proposal of Prevailing Market Rate shall be deemed rejected by the Town.

C. If the Town timely rejects or is deemed to have rejected Tenant's proposal, the Town and Tenant shall first negotiate in an attempt to agree upon the Prevailing Market Rate. If the Town and the Tenant are unable to agree on the Prevailing Market Rate within thirty (30) days following the sixty (60) period set forth in Subsection B. above (the "Negotiation Period"), then within ninety (90) days after expiration of the Negotiation Period, the parties shall meet and concurrently deliver to each other their respective written estimates of the Prevailing Market Rate, supported by the reasons therefore (respectively, "Town's Determination" and "Tenant's Determination" and each, irrespective of whether Town's Determination or Tenant's Determination, a "Determination" and together the "Determinations"). If either party fails to deliver its Determination in a timely manner, then the Prevailing Market Rate shall be the amount specified by the other party. If the higher of such Determinations is not more than one hundred five percent (105%) of the lower of such Determinations, then the Prevailing Market Rate shall be the average of the two Determinations. If the Prevailing Market Rate is not resolved by exchange of the Determinations, the Prevailing Market Rate shall be determined as follows, each party being bound to its Determination and such Determinations constituting the only two choices available to the Prevailing Market Rate Panel (as hereinafter defined).

D. Within thirty (30) days after the parties exchange Town's and Tenant's Determinations, the parties shall each appoint a neutral and impartial licensed real estate appraiser operating under a neutral and impartial licensed real estate appraiser who shall have at least ten (10) years' experience, immediately prior to his or her appointment, as a commercial appraiser for long term leases and property sales in Palm Beach County, Florida ("Qualified Appraiser"). For purposes hereof, "independent" means that such person is not representing the Town or Tenant or its affiliates and has not represented either for the prior three (3) year period. If either the Town or Tenant fails to appoint a Qualified Appraiser within said thirty (30) day period, the Prevailing Market Rate shall be the Determination of the other party who timely appointed a Qualified Appraiser.

E. The Town's and Tenant's Qualified Appraiser shall work together to appoint a neutral, impartial third-party Qualified Appraiser within ten (10) days after both have been appointed, and notify both the Town and Tenant of such selection. The three Qualified Appraisers shall then work

together to decide which of the two Determinations more closely reflects the Prevailing Market Rate of the Property. The Determination selected by such Qualified Appraiser(s) shall be binding upon Town and Tenant.

F. Within five (5) days following notification of the identity of the third Qualified Appraiser, the Town and Tenant shall submit copies of the Town's Determination and Tenant's Determination to the third Qualified Broker. The three Qualified Appraisers are referred to herein as the "Prevailing Market Rate Panel." The Prevailing Market Rate Panel, if it so elects, may conduct a hearing, at which the Town and Tenant may each make supplemental oral and/or written presentations, with an opportunity for rebuttal by the other party and for questioning by the members of the Prevailing Market Rate Panel. Within forty-five (45) days following the appointment of the third Oualified Appraiser, the Prevailing Market Rate Panel, by majority vote, shall select either the Town's Determination or Tenant's Determination as the Prevailing Market Rate of the Premises, and shall have no right to propose a middle ground or to modify either of the two proposals or the provisions of this Lease. The decision of the Prevailing Market Rate Panel shall be final and binding upon the parties, and may be enforced in accordance with the provisions of Florida law and this Lease. In the event of the failure, refusal or inability of any member of the Prevailing Market Rate Panel to act, a successor shall be appointed in the manner that applied to the selection of the member being replaced. Each party shall pay the fees and expenses of the Qualified Appraiser appointed by such party, and one-half of the fees and expenses of the third Prevailing Market Rate Panel and the expenses incident to the proceedings of the Prevailing Market Rate Panel (excluding attorneys' fees and similar expenses of the parties which shall be borne separately by each of the parties).

# EXHIBIT "D" PROHIBITED USES

In no event may any portion of the Property be used for any of the following uses (each a "**Prohibited Use**" and together "**Prohibited Uses**"), and each sublease, sublicense or any other instrument granting the right to use any portion of the Property shall expressly prohibit the following, such language being referred to as "Required Prohibited Use Language":

1. any lewd, pornographic or illegal purpose, including, but not limited to, any use involving nude or semi-nude dancing or entertainment or the production, sale, or exhibition of any obscene or pornographic books, films, images, materials, or paraphernalia;

2. Any dumping, incineration or disposing of trash (the foregoing is not intended to prohibit the placement of trash in dumpsters from which such trash is regularly removed).

3. Any massage parlor; any psychic, fortune teller, card reader or similar establishment; or any socalled "strip-club" or "gentlemen's club" or other similar operation.

4. Any casino, gambling hall, off track betting facility or gambling operation (provided this restriction shall not prohibit incidental sales of lottery tickets).

5. Any adult bookstore, pornography shop or other facility specializing in or exhibiting pornographic material (defined as stores with five percent (5%) or more of their inventory that is not available for sale or rental to children under sixteen (16) years of age where such inventory explicitly deals with or depicts human sexuality).

6. A bar or nightclub, unless a bar is an incidental part of a restaurant.

7. Any so called "head shop" or similar facility selling or otherwise providing drug-related paraphernalia.

8. A facility whose primary business is the sale of tobacco and/or tobacco-related products, including electronic cigarettes or other vapor-producing devices.

9. Any use which, while permitted by Florida law, is prohibited by the laws of the United States.

10. Subject to the Gas Station Use provisions of the Lease, any dry cleaning facility or other facility that uses hazardous chemicals, materials, or substances, and any industrial use.

11. Tenant shall promptly and diligently pursue its remedies under Florida law for any breach of the foregoing prohibited uses.

# EXHIBIT E

## FORM OF LETTER OF CREDIT

EXECUTION VERSION

- 94 - C

#### IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER

LETTER OF CREDIT AMOUNT	1	ISSUE DATE	Ι	EXPIRY DATE	i
EIGHT HUNDRED SIXTY-SEVEN THOUSAND SIX HUNDRED EIGHTEEN AND 00/100 DOLLARS					
(\$867,618.00)	1				

BENEFICIARY: TOWN OF PALM BEACH, FLORIDA 360 SOUTH COUNTRY ROAD PALM BEACH, FL 33480 ATTN: TOWN MANAGER

APPLICANT: AHS RESIDENTIAL, LLC 12895 S.W. 132 ST. SUITE 202 MIAMI, FL 33186 ATTN.: GENERAL COUNSEL

Subject to the Banks reasonable policies and procedures the letter of credit shall contain the following language which shall remain unamended by any such reasonable policies and procedures:

FUNDS HEREUNDER ARE AVAILABLE TO YOU AGAINST PRESENTATION OF YOUR SIGHT DRAFT(S), DRAWN ON US, MENTIONING THEREON OUR LETTER OF CREDIT NUMBER \_\_\_\_\_\_\_. NO OTHER DOCUMENTATION SHALL BE REQUIRED TO DRAW ON THIS LETTER OF CREDIT. THE SIGHT DRAFT(S) SHALL BE IN THE FORM OF ANNEX 1 ATTACHED HERETO AND MADE A PART HEREOF.

DRAWINGS HEREUNDER MAY BE MADE BY PRESENTATION OF BENEFICIARY'S SIGHT DRAFT(S) TO THE OFFICE IN PERSON, BY MAIL, BY MESSENGER, BY OVERNIGHT COURIER OR BY ANY OTHER MEANS. ALTERNATIVELY, PRESENTATION OF BENEFICIARY'S DRAFT(S) MAY BE MADE BY FAX TRANSMISSION TO **[TEL. NUMBER]**, OR SUCH OTHER FAX NUMBER IDENTIFIED BY [\_\_\_\_\_], NIA. IN A WRITTEN NOTICE GIVEN TO YOU BY RECEIPTED OVERNIGHT COURIER ("NEXT BUSINESS DAY DELIVERY") OR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUIRED.

IF THE REQUISITE DOCUMENTS ARE PRESENTED BY FAX OR BY ANY OF THE OTHER MEANS PROVIDED FOR ABOVE AT THE OFFICE BEFORE THE THEN EXPIRATION OF THIS LETTER OF CREDIT, WE WILL HONOR THE DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT UPON PRESENTATION, AND PAYMENT WILL BE EFFECTED THE SAME DAY IF PRESENTATION IS MADE BEFORE 10:00 AM NEW YORK CITY TIME THAT DAY. IF PRESENTATION IS MADE AFTER 10:00 AM NEW YORK CITY TIME, THEN PAYMENT WILL BE AFFECTED BEFORE THE CLOSE OF BUSINESS OF THE FOLLOWING DAY.

AS USED HEREIN "BUSINESS DAY" SHALL MEAN ANY DAY OTHER THAN A SATURDAY OR SUNDAY OR A DAY ON WHICH BANKING INSTITUTIONS IN FLORIDA ARE AUTHORIZED OR REQUIRED TO CLOSE BY LAW.

WE HEREBY AGREE TO HONOR EACH DRAFT DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT IF PRESENTED, AS SPECIFIED, AT OUR OFFICE ON OR BEFORE THE THEN EXPIRATION DATE. WE HEREBY FURTHER

AGREE THAT ALL DRAFTS PRESENTED UNDER THIS LETTER OF CREDIT SHALL BE PAID NOTWITHSTANDING ANY CLAIM BY ANY PERSON THAT THE SUM DEMANDED IS NOT DUE OR THAT SAID DRAFT(S) ARE NOT TO BE HONORED FOR ANY OTHER REASON. IN ADDITION, BENEFICIARY'S RIGHTS AND ABILITY TO DRAW ON THIS LETTER OF CREDIT, TO RECEIVE ALL OR PORTIONS OF THE PROCEEDS HEREOF AND TO USE, APPLY, OR RETAIN THE WHOLE OR ANY PART OF SUCH PROCEEDS, SHALL NOT TAKE INTO ACCOUNT, OR OTHERWISE BE AFFECTED BY, ANY OF THE MODIFICATIONS, REDUCTIONS OR OTHER LIMITATIONS OF OR ON THE APPLICANT'S OBLIGATIONS OR LIABILITIES RESULTING FROM THE VOLUNTARY OR INVOLUNTARY LIQUIDATION, DISSOLUTION, SALE OR OTHER DISPOSITION OF ALL OR SUBSTANTIALLY ALL THE ASSETS, MARSHALING OF ASSETS AND LIABILITIES, RECEIVERSHIP, INSOLVENCY, BANKRUPTCY, ASSIGNMENT FOR THE BENEFIT OF CREDITORS, REORGANIZATION, ARRANGEMENT OR READJUSTMENT OF, OR OTHER SIMILAR PROCEEDING AFFECTING THE APPLICANT, OR THE APPLICANT'S PREDECESSORS, OR THE APPLICANT'S SUCCESSORS OR ASSIGNS, OR ANY OF THEIR ASSETS OR THE DISAFFIRMANCE, REJECTION OR POSTPONEMENT IN ANY SUCH PROCEEDING OF ANY OF APPLICANT'S OBLIGATIONS OR UNDERTAKINGS.

SHOULD YOU HAVE OCCASION TO COMMUNICATE WITH US REGARDING THIS LETTER OF CREDIT, PLEASE DIRECT YOUR CORRESPONDENCE TO OUR OFFICE, MAKING SPECIFIC MENTION OF THE LETTER OF CREDIT NUMBER INDICATED ABOVE.

THIS LETTER OF CREDIT IS TRANSFERABLE IN ITS ENTIRETY UPON PRESENTATION TO US OF A SIGNED TRANSFER CERTIFICATE IN THE FORM OF EXHIBIT \_\_\_\_\_ ACCOMPANIED BY THIS LETTER OF CREDIT IN WHICH THE BENEFICIARY IRREVOCABLY TRANSFERS ALL OF ITS RIGHTS HEREUNDER, WHEREUPON WE AGREE TO EITHER ISSUE A SUBSTITUTE LETTER OF CREDIT OR ENDORSE SUCH TRANSFER ON THE REVERSE OF THIS LETTER OF CREDIT. TRANSFER CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT.

This irrevocable standby Letter of Credit sets forth in full the terms of our undertaking, which is independent of and shall not in any way be modified, amended, amplified or incorporated by reference to any document, contract or agreement referenced herein other than the stipulated ICC rules and governing laws. Our obligations under this irrevocable standby Letter of Credit are not subject to any claim or defense by reason of the invalidity, illegality, or inability to enforce any of the terms of the Lease.

#### ANNEX 1

#### FORM OF SIGHT DRAFT

Sight Draft for Payment Drawn

Letter of Credit #

Date:

To: [Issuer with address]

PAY AT SIGHT TO THE ORDER OF TOWN OF PALM BEACH, FLORIDA IN THE SUM OF \_\_\_\_\_\_ AND 00/100 DOLLARS (\$\_\_\_\_\_)

#### SIGNATURE OF THE TOWN OF PALM BEACH, FLORIDA

DRAWN UNDER IRREVOCABLE LETTER OF CREDIT DATED \_\_\_\_\_, 20\_\_ AND ASSIGNED LETTER OF CREDIT NUMBER \_\_\_\_\_\_ (THE "LETTER OF CREDIT"). THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS ENTITLED TO DRAW UPON THE LETTER OF CREDIT IN THE AMOUNT OF [\$AMOUNT OF OVERDUE RENT] [IN ITS FULL AMOUNT BY REASON OF FAILURE TO RENEW AS REQUIRED] PURSUANT TO THAT CERTAIN GROUND LEASE BETWEEN APPLICANT AND THE BENEFICIARY" ACCORDANCE SAID FUNDS SHOULD BE MADE AVAILABLE TO THE UNDERSIGNED IN IMMEDIATELY AVAILABLE FUNDS IN ACCORDANCE WITH THE FOLLOWING PAYMENT TERMS: [INSERT PAYMENT INSTRUCTIONS]."

PLEASE DIRECT ANY CORRESPONDENCE INCLUDING DRAWING OR INQUIRY QUOTING OUR REFERENCE NUMBER TO:

[ADDRESS AND TELEPHONE NUMBER FOR INQUIRIES TO BE INSERTED]

# EXHIBIT F

#### COMPLETION GUARANTY

# (Original Executed Completion Guaranty is Attached)

EXECUTION VERSION

#### **COMPLETION GUARANTY**

This COMPLETION GUARANTY (this "Guaranty"), is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by AHS Residential, LLC, a Florida limited liability company (the "Guarantor"), to and in favor of the Town of Palm Beach a political subdivision of the State of Florida ("Town").

WHEREAS, the Town and CRE FUND AT OKEECHOBEE BOULEVARD LLC, a Florida limited liability company (the "Tenant"), are entering into that certain Amended and Restated Ground Lease Agreement dated August 12, 2021 (the "Ground Lease") regarding the Premises All capitalized and other terms not defined herein shall have the meanings ascribed to them in the Ground Lease; and

WHEREAS, Guarantor owns a majority of the membership interest in Tenant and is willing to guaranty the obligations set forth in this Guaranty; and

WHEREAS, as a specific and material inducement to the Town to enter into the Ground Lease with Tenant, Guarantor has agreed to execute and deliver this Guaranty, and, by this Guaranty, to guarantee the completion of the Initial Leasehold Improvements, as set forth in the Ground Lease.

NOW, THEREFORE, in consideration of the Premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor, intending to be legally bound, hereby guarantees as follows:

1. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the Town the full and timely completion of construction of the Initial Leasehold Improvements as defined in the Ground Lease, including, without limitation, the full and timely payment of all contractors, subcontractors, materialmen, engineers, architects and other persons or entities who have rendered or will render and/or furnish services or materials that are or become a part of the Initial Leasehold Improvements, all in accordance with the terms and conditions of the Ground Lease (collectively, the "Guaranteed Obligations").

2. Guarantor hereby covenants and agrees that if Tenant fails to perform the Guaranteed Obligations (or any part thereof), Guarantor shall, upon written demand from the Town, at Guarantor's sole cost and expense, perform any such Guaranteed Obligations.

3. Prior exercising any remedies against Guarantor under this Guaranty for the performance of the Guaranteed Obligations, the Town shall provide Guarantor notice of any default by Tenant under the Ground Lease.

4. This Guaranty is a direct guaranty and independent of any security or remedies which the Town has under any laws. The Town may proceed against Guarantor at any time and shall not be obligated, in order to enforce the Guaranteed Obligations, first to institute suit or exhaust its remedies against Tenant or resort to any security for the Ground Lease and/or the Guaranteed Obligations.

5. The exercise by the Town of any right or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise by the Town of any other right or remedy. No termination of the Ground Lease or recovery of the Premises shall deprive the Town of any of its rights and remedies against Guarantor under this Guaranty for the Guaranteed Obligations. Notwithstanding the foregoing, in any event the Town shall be entitled to only one recovery of the Guaranteed Obligations from Tenant or Guarantor, or both collectively.

6. This Guaranty is, and shall be deemed to be a contract entered into under and pursuant to the laws of the State of Florida, and shall be in all respects governed, construed, applied and enforced in accordance with the laws of said State; and no defense granted or allowed by the laws of any other state

or country shall be interposed in any action or proceeding hereon unless such defense is also given or allowed by the laws of the State of Florida. Guarantor hereby agrees to submit to personal jurisdiction of the State of Florida, County of Palm Beach, in any action or proceeding arising out of this Guaranty and, in furtherance of such agreement, Guarantor hereby agrees and consents that, without limiting any other methods of obtaining jurisdiction, personal jurisdiction over Guarantor in any such action or proceeding may be obtained within or without the jurisdiction of any court located in the State of Florida.

7. By execution of this Guaranty, Guarantor consents to process being served in any suit or proceeding of the nature referred to in this Guaranty by the hand delivery or mailing (via registered or certified mail, postage prepaid) of a copy of same to Guarantor at the address for notice to Tenant as set forth in the Ground Lease. Guarantor expressly agrees that such service shall be deemed in every respect effective service of process upon Guarantor in any suit, action or proceeding arising out of this Guaranty, and be taken and held to be valid personal service upon and personal delivery to Guarantor.

8. Guarantor, and the Town by acceptance hereof, hereby knowingly, voluntarily and intentionally waive the right any may have to a trial by jury in respect of any litigation based hereon or arising out of, under or in connection with this Guaranty.

9. Guarantor shall, on demand, reimburse the Town for all expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the Town in enforcing this Guaranty or any provisions thereof.

10. Notwithstanding anything to the contrary contained in this Guaranty or the Lease, this Guaranty shall terminate automatically without any further documentation on the date on which Tenant achieves Substantial Completion of the Initial Leasehold Improvements and evidence thereof is delivered to the Town as required under the Ground Lease.

#### [SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO COMPLETION GUARANTY]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

#### **GUARANTOR**:

AHS Residential, LLC, a Florida limited liability company

By:

Osvaldo J. Marchante, Authorized Representative

#### STATE OF FLORIDA COUNTY OF MIAMI-DADE

Sworn to (or affirmed) and subscribed before me by means of X physical presence or  $\Box$  online notarization, this Z day of July, 2021, by Osvaldo J. Marchante, as an Authorized Representative of AHS Residential, LLC, a Florida limited liability company, who executed the foregoing in behalf of such limited liability company and who X is/are personally known to me or  $\Box$  produced the following identification:

)

)

(Notary Seal)

Notary Public



EXECUTION VERSION 58479247;3 58479247;7

#### EXHIBIT G

#### PAYMENT GUARANTY AND GUARANTY OF CONTINUING OBLIGATIONS

(Original Executed Payment Guaranty and Guaranty of Continuing Obligations is Attached)

#### PAYMENT GUARANTY AND GUARANTY OF CONTINUING OBLIGATIONS

This Payment Guaranty (this "Guaranty") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by AHS Residential, LLC, a Florida limited liability company (the "Guarantor"), to and in favor of the Town of Palm Beach a political subdivision of the State of Florida ("Town").

WHEREAS, the Town and CRE Fund at Okeechobee Boulevard, LLC, a Florida limited liability company (the "**Tenant**"), are entering into that certain Amended and Restated Ground Lease Agreement dated August 12, 2021 (the "**Ground Lease**") under which the Town leases the Premises to Tenant, and the Tenant leases the Premises from the Town, all on the terms and conditions set forth in the Ground Lease. All capitalized and other terms not defined herein shall have the meanings ascribed to them in the Ground Lease; and

WHEREAS, Guarantor owns a majority of the membership interest in Tenant and is willing to guaranty the obligations set forth in this Guaranty; and

WHEREAS, as a specific and material inducement to the Town to enter into the Ground Lease with Tenant, Guarantor has agreed to execute and deliver this Guaranty, and, by this Guaranty, to guarantee Tenant's obligations to pay Base Rent and Additional Rent during the first two (2) Lease Years of the Initial Term, as set forth in the Ground Lease.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged and in order to induce the Town to enter into the Ground Lease, Guarantor hereby covenants and agrees as follows:

1. Guarantor hereby guarantees, absolutely and unconditionally, to the Town and the Town's successors and assigns, as a direct obligor and not a surety, the full and timely payment, at the times set forth in the Ground Lease for such payment, of Base Rent and Additional Rent, provided for in the Ground Lease to be paid by Tenant for all time periods (the "Guaranteed Payment Obligations") until two (2) years from the later of (i) the Date of Beneficial Occupancy and (ii) the Stabilization Date as defined in the Ground Lease ("Guaranty Termination Date"), provided, however, that the Town agrees to enforce or exhaust its remedies for the Guaranteed Payment Obligations against Tenant by drawing on the Letter of Credit before proceeding to enforce this Guaranty against Guarantor.

2. With respect to obligations accruing under the Lease until the Guaranty Termination Date, Guarantor hereby covenants and agrees to and with the Town that, in the event of a Tenant Default for the nonpayment of the Guaranteed Payment Obligations, Guarantor will forthwith pay such Guaranteed Obligations to the Town.

3. In addition to the Guaranteed Payment Obligations, Guarantor shall indemnify, defend, and save harmless the Town and Town Representatives from and against any and all loss, damage, claim, demand, liability, and expense (including reasonable and documented attorneys' fees at trial and all appellate levels) resulting from claims by third parties and based on any claim, suit, demand or proceeding brought by a third party against the Town with respect to any injury or damage occurring in or about the Premises or any part thereof or any violation or alleged violation of legal requirements under the Ground Lease (the "**Continuing Guaranty Provisions**"); provided, however, (i) Guarantor shall not be responsible for any loss, damage, claim, demand, liability, or expense to the extent attributable to the gross negligence or willful misconduct of the Town or any Town Representative, although the simple negligence of Town shall be included in the foregoing indemnity, and (ii) Guarantor shall not be responsible for loss, damage, claim, demand, liability or expense for such matters to the extent occurring

after the first to occur of (a) an assignment to a Permitted Assignee or Permitted Transferee (as provided in Section 18.02 of this Lease); (b) the release of Guarantor after an assignment of the Lease if permitted under Section 18.08 of the Lease, or (c) the termination of this Lease for reason other than Tenant's default or insolvency. Guarantor shall have the right to assume the defense of any claim covered by this indemnity on behalf of both itself and the Town and Town Representatives, provided that the attorneys selected by Guarantor to handle the defense are reasonably satisfactory to Town and the representation will not result in a conflict of interest for the attorneys. Further, Guarantor may not settle any claim covered by this section without the prior written consent of Town. This indemnity shall not be construed to restrict, limit, or modify Tenant's insurance obligations under this Lease.

4. Subject to the recourse limitations in Section 1 above, this Guaranty shall be enforceable against the Guarantor without the necessity for any suit or proceedings on the Town's part of any kind or nature whatsoever against Tenant, and without the necessity of any notice to Guarantor of non-payment, non-performance or non-observance or any notice or acceptance of this Guaranty or any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waive. Other than as stated herein with respect to the Letter of Credit, the Town shall not be obligated to proceed against Tenant, or against any other security held by the Town, prior to making demand upon or seeking redress against Guarantor.

5. So long as the Guaranteed Obligations are not increased, extended or modified in any manner, whether or not Guarantor shall have had notice or knowledge or any of the following events, this Guaranty shall not be terminated and the effectiveness of this Guaranty shall not in any way be limited, modified or otherwise affected or impaired by reason of:

- a. any amendment, modification, extension or renewal of the Ground Lease, or any other modification, compromise, settlement, adjustment or extension of the Tenant's obligations or liabilities under the Ground Lease; or
- b. any assignment, conveyance, extinguishment, merger or other transfer, voluntary or involuntary (whether by operation of law or otherwise), of all or any part of the interest of the Town in the Ground Lease or the Premises.

6. No delay on the part of the Town in exercising any right hereunder or failure to exercise the same shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be deemed to be a waiver of the obligation of Guarantor or of the right of the Town to take further action without notice or demand as provided herein. In no event shall any modification or waiver of the provisions of this Guaranty be effective unless in writing and signed by the Town, nor shall any such waiver be applicable except in the specific instance for which given.

7. Each reference herein to Guarantor shall be deemed to include the successors and assigns of Guarantor, all of whom shall be bound by the provisions of this Guaranty. This Guaranty and each and every one of the provisions hereof shall inure to the benefit of Town, and to Town's successors and assigns.

8. This Guaranty is, and shall be deemed to be a contract entered into under and pursuant to the laws of the State of Florida, and shall be in all respects governed, construed, applied and enforced in accordance with the laws of said State; and no defense granted or allowed by the laws of any other state or country shall be interposed in any action or proceeding hereon unless such defense is also given or allowed by the laws of the State of Florida. Guarantor hereby agrees to submit to personal jurisdiction of the State of Florida, County of Palm Beach, in any action or proceeding arising out of this Guaranty and, in furtherance of such agreement, Guarantor hereby agrees and consents that, without limiting any other

methods of obtaining jurisdiction, personal jurisdiction over Guarantor in any such action or proceeding may be obtained within or without the jurisdiction of any court located in the State of Florida.

9. By execution of this Guaranty, Guarantor consents to process being served in any suit or proceeding of the nature referred to in this Guaranty by the hand delivery or mailing (via registered or certified mail, postage prepaid) of a copy of same to Guarantor at the address for notice to Tenant as set forth in the Ground Lease. Guarantor expressly agrees that such service shall be deemed in every respect effective service of process upon Guarantor in any suit, action or proceeding arising out of this Guaranty, and be taken and held to be valid personal service upon and personal delivery to Guarantor.

10. Guarantor, and the Town by acceptance hereof, hereby knowingly, voluntarily and intentionally waive the right any may have to a trial by jury in respect of any litigation based hereon or arising out of, under or in connection with this Guaranty.

11. Guarantor shall, on demand, reimburse the Town for all expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the Town in enforcing this Guaranty or any provisions thereof.

12. Notwithstanding anything to the contrary contained in this Guaranty or the Lease, Guarantor's obligations with respect to the Guaranteed Payment Obligations shall terminate automatically without any further documentation on the Guaranty Termination Date, provided Tenant has performed the Guaranteed Payment Obligations. Provided that no Guaranteed Payment Obligations then remain subject to payment or are unsatisfied, Guarantor's obligations for the Continuing Guaranty Provisions shall, with respect to obligations under the Lease accruing thereafter, terminate upon the first to occur of (a) an assignment to a Permitted Assignee or Permitted Transferee (as provided in Section 18.02 of the Lease) (and the execution of a substitute guaranty to the extent required therein); (b) the termination of the Lease for any reason other than Tenant's default or insolvency or (c) the release of Guarantor after an assignment of the Lease permitted under Section 18.06 of the Lease (and the execution of a substitute guaranty to the extent required therein).

[EXECUTION PAGE FOLLOWS]

[SIGNATURE PAGE TO PAYMENT GUARANTY AND GUARANTY OF CONTINUING OBLIGATIONS]

IN WITNESS WHEREOF, Guarantor have duly executed this Guaranty as of the 38 day of 5000, 2021.

#### **GUARANTOR:**

AHS Residential, LLC, a Florida limited liability company

By:

Osvaldo J. Marchante, Authorized Representative

STATE OF FLORIDA COUNTY OF MIAMI-DADE

Sworn to (or affirmed) and subscribed before me by means of  $\square$  physical presence or  $\square$  online notarization, this 26 day of July, 2021, by Osvaldo J. Marchante, as an Authorized Representative of AHS Residential, LLC, a Florida limited liability company, who executed the foregoing in behalf of such limited liability company and who  $\square$  is/are personally known to me or  $\square$  produced the following identification:

)

)

(Notary Seal)

Notary Public

ARY D.	IRMA MERCEDES REYES
1	Notary Public - State of Florida
	Commission # GG 170312
1 total	My Comm. Expires Dec 21, 2021
1. 27 F	Bonded through National Notary Assn.

ATTACHMENT "B"



11 March 2021

VIA ELECTRONIC-MAIL

Mr. Juan G. Fernandez and Ms. Celia Corea AHS Residential, LLC. 12895 SW 132<sup>nd</sup> Street, Suite 202 Miami, Florida 33186

# Subject: Report of Additional Environmental Due Diligence Project Site: AHS West Palm Beach Property Two Parcels Encompassing Approximately 28.2 Acres 5976 Okeechobee Blvd., West Palm Beach, Palm Beach County, FL 33411 (Palm Beach County Parcel IDs: 00-42-43-26-05-004-0000 and 00-42-43-26-00-000-1300)

Dear Mr. Fernandez and Ms. Corea:

At your request, Geosyntec Consultants, Inc., (Geosyntec) submits to AHS Residential, LLC ("AHS" or "Client") this letter report discussing results of additional environmental due diligence services we have performed for the approximately 28.2 acres of land located at 5976 Okeechobee Blvd., West Palm Beach, Florida ("Site" or "Subject Site"). The report was prepared in accordance with Geosyntec's proposal dated 13 November 2020, which was authorized by AHS on 17 November 2020, and pursuant to further direction/authorization received from AHS in February and March 2021. This letter replaces our earlier correspondence on this subject.

The remainder of this report is organized to present the following: (i) project understanding; (ii) summary of the additional performed geotechnical and environmental investigations; (iii) description of selected geotechnical subsurface and environmental conditions identified at the Site; and (iv) discussion of prior and updated projected costs<sup>1</sup>.

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<sup>&</sup>lt;sup>1</sup> The enclosed projected costs are not firm quotes to perform work and this report should not be considered a proposal to perform work. If the Client decides to retain Geosyntec for any of the work outlined herein, we will need a budget authorization. A more detailed/specific scope would need to be prepared by us for the Client to support a budget request for contracting purposes and we would anticipate providing you with a proposal for those services you desire from us, when the Client is ready to proceed. We suggest that the enclosed projected costs be considered as "known minimum value" (KMV) costs as that term is used in ASTM E2137 – 17 (*Standard Guide for Estimating Monetary Costs and Liabilities for Environmental Matters*). Please consider that projecting costs like this is challenging because of multiple unknowns such as new requirements which third parties (such as a regulatory agency or other third parties) may come up with and new findings resulting from additional testing at the Site. Further, there are other related cost items where certain future costs have not been projected (e.g.: other professionals including but not limited to legal services, building design and construction services, permitting/permit compliance; etc.); third parties (such as



#### **Project Understanding**

The Site consist of two (2) contiguous parcels consisting of an approximate 28.2-acre parcel (Palm Beach County Parcel IDs: 00-42-43-26-05-004-0000 and 00-42-43-26-00-000-1300) and located at 5976 Okeechobee Boulevard, West Palm Beach, Florida 33417 as shown on **Figure 1**. Based on information provided by others (GFA International, Inc.<sup>2</sup> [GFA] Phase I Environmental Site Assessment [ESA] dated February 2020 provided to us by the Client), the Site was reportedly utilized as a Class III solid waste disposal facility (landfill) and transfer station from the early 1940s through the late 1950s. It is reported to have closed in the 1950s but reopened sometime thereafter at a date (date not identified by us) for the disposal of vegetative waste<sup>3</sup>. Additionally, a former shooting range was reportedly in a southwest portion of the Site, and a former incinerator was reportedly in a northwest portion of the Site.

At the time today's report was generated, Geosyntec understood that the Client was contemplating the Site for proposed residential redevelopment (multifamily). Details of the proposed Site redevelopment (which the Client has indicated is not final and could change substantially), including but not limited to, civil design elements, structural and traffic loads, utilities, amenities, stormwater system design, etc. were not provided to Geosyntec at the time of this investigation. Therefore, the evaluations and discussions included herein are to be considered limited and preliminary. Supplemental investigation and related engineering services will be required once a plan for the proposed residential development is finalized. Today's report considers two building layout options which were provided to us by AHS in late 2020.

## GEOSYNTEC'S GEOTECHNICAL AND ENVIRONMENTAL INVESTIGATIONS

In accordance with the scope of services in our 13 November 2020 proposal, Geosyntec conducted: (i) limited geotechnical field investigation to further evaluate the limits/depth of buried waste at the Site; and (ii) additional soil sampling to further evaluate dioxin/furan-related (and some metals-

nearby property owners; easement holders; agencies; etc.)). Thus, taken as a whole, please be aware that more work/costs than what is projected herein will be needed to address the environmental contamination and solid waste issues associated with this Site. <sup>2</sup> Prior to Geosyntec's involvement, GFA performed environmental and geotechnical-related fieldwork and reporting for the Client for this Site in 2020. This included GFA's development of estimated probable costs relating to the Client's planned redevelopment of the Site. Additionally, SCS Engineers (SCS) and Kimley-Horn have performed environmental and/or engineering work for the Site for the Site owner (the Town of Palm Beach) and SCS has performed work for this Site for AHS. Some of the information on this Site from these firms has been provided by the Client to Geosyntec or was retrieved by Geosyntec from Florida Department of Environmental (FDEP)'s online OCULUS database for this Site. Further, we understand GFA has performed more drilling/testing at the Site for AHS in recent weeks, but that information has not been reviewed for this report.

<sup>&</sup>lt;sup>3</sup> The vegetative waste disposal area is a triangular-shaped area within a western portion of the Site and is subject to an active permit with FDEP.



related) impacts in shallow soils. Details of the additional field investigation and laboratory testing are summarized below.

#### Limited Geotechnical Investigation

The primary purpose of Geosyntec's limited geotechnical investigation was to further evaluate (beyond that done by others) the composition and depth of buried waste in point locations within the areas identified by Kimley-Horn as the "North Cell" and "South Cell" of the Site in the "Annual Estimate of Remaining Useful Life and Capacity" report dated 24 March 2020 and certain eastern portions of the Site outside the designated vegetative waste disposal area. One focus of the investigation was to evaluate the contact between the buried vegetative waste and the underlying native soil below. It was assumed that this contact may not be uniform in depth across the vegetative waste disposal area. A limited number of geotechnical investigation borings (8 total) were advanced in locations selected with Client input on the two Site parcels, to help evaluate the presence or absence of buried waste and estimate the contact between the buried waste and native soil. Five (5) borings (B-1 through B-5) were located within the vegetative debris disposal area. The geotechnical boring locations are presented in **Figure 2**. Details of the investigation field procedures, findings, and recommendations are presented below.

## Field Activities

Of the eight borings, five (5) were completed using a vibratory rotary sonic drilling method. The remaining three (3) borings were completed using sample collection and determination of penetration resistance (N-Value) through use of standard penetration test (SPT) in accordance with ASTM D1586 "*Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils*". The drilling activities were completed by a licensed drilling contractor. The field investigation was conducted on 1 and 2 December 2020. The geotechnical field activities were observed and documented by Geosyntec field staff (this included visual field classifications and selection/packaging of samples for geotechnical laboratory analyses).

The borings were advanced at the locations shown on Figure 2 to the following depths:

- one (1) 50-ft deep boring, designated as B-1;
- four (4) 40-ft deep borings, designated as B-2, B-3, B-4, and B-5; and
- three (3) 25-ft deep borings, designated as B-6, B-7, and B-8.

Borings B-1 through B-5 were selected for assessment of the vegetative waste disposal area. Borings B-6 through B-8 were selected based on the historical operations at the Site gained from review of

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historical aerial photos (targeting apparent past earth moving activities when waste management activities were conducted over a larger portion of the Site). Ground surface elevations at each of the eight boing locations were surveyed by Engenuity Group, Inc. of West Palm Beach, Florida. The elevations are recorded on the individual logs for each boring presented in **Attachment A**. Surveyed elevations have been recorded in North American Vertical Datum 1988 (NAVD 88).

#### **Borings with Rotary Sonic and SPTs**

Borings B-1 through B-5 were drilled with a track-mounted Terra Sonic<sup>®</sup> TSi 150 drill rig equipped with full-size rotary sonic coring with the ability to collect samples to the maximum termination depth of 50-ft below ground surface (BGS). In these five (5) borings the rotary sonic coring method was advanced to target terminal depths between 40 ft and 50 ft BGS. Additionally, the remaining three (3) borings (B-6 through B-8) were advanced with conventional hollow-stem auger (HSA) and mud rotary drilling with SPT continuous sampling technique implemented to a depth of approximately 10 ft to 12 ft BGS followed by SPT sampling on 5-ft intervals to a maximum depth of 25 ft BGS.

SPTs were conducted starting at the ground surface and advanced at 2-ft intervals to the base of each soil boring. At each SPT sampling interval, the 2-ft long split-barrel sampler was first seated to depth of 6 inches and then driven an additional depth of 18 inches with blows from a 140-pound (lbs.) automatic drop hammer released from a 30-in. drop height. The number of hammer blows (i.e., blow counts) required to drive the sampler through this 24-in. interval is designated the "Penetration Resistance", with the "N-Value" representing the total hammer blows to advance the sampler through the middle 12-inch sampling interval. The N-Value, when properly interpreted, is an index of soil strength, relative density (for granular soils), and consistency (for fine-grained soils).

Based on historical landfill activities at the Site, for health and safety reasons, Geosyntec performed field screening of each borehole location (just above land surface) for evidence of landfill gas. Geosyntec monitored each borehole for methane, hydrogen sulfide, carbon monoxide, and carbon dioxide concentrations with a Q-RAE four-gas meter. Methane concentrations were measured in percent lower explosive level (LEL) and percent methane by volume. No gas detections or hazardous conditions related to landfill gas emissions were observed during these cursory screening activities.

Following completion of the drilling, each borehole was abandoned by grouting from total target depth to ground surface using a tremie pipe to inject Portland Type I/II neat cement. The drill cuttings generated during the drilling activities and not used for laboratory analyses were transferred into a 55-gal steel drum and stored onsite for waste characterization and disposal by others. Representative portions of the soil samples, obtained from the sonic cores and spilt-spoon samplers,

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were visually classified and placed in sample bags, marked with the corresponding boring designation and depth interval, and temporarily retained for further examination. Lithologic field logs for each boring were prepared by the Geosyntec Field Geologist and reviewed by the Senior Principal Geologist and discrete samples were selected for geotechnical laboratory testing.

The boring logs include a visual description of material encountered for each depth interval (using methods provided in ASTM D2488 "*Standard Practice for Description and Identification of Soils (Visual-Manual Procedures)*" and denote the corresponding blow counts, corresponding N-values, Unified Soil Classification System (USCS), description of vegetative debris waste, soil type, and notable observations made during the drilling process. The stratification lines and depth designations on the logs represent the approximate boundaries between soil types. The geotechnical borehole logs are provided in **Attachment A**. Selected photographs of the investigation activities including sonic cores and split spoon samples are presented in **Attachment B**.

# Laboratory Testing

Geosyntec utilized the services of Excel Geotechnical Testing Laboratory, Inc. (Excel) of Roswell, Georgia to perform the geotechnical testing required for this investigation. The following geotechnical laboratory tests were performed:

- Vegetative Waste (five samples):
  - Dry Unit Weight per ASTM D2937
- Organic Soil (four samples):
  - Organic Content per ASTM D2974
  - Moisture Content per ASTM D2216

As previously mentioned, samples collected in the field were visually classified by the Field Geologist in general accordance with the USCS per ASTM D2488. Laboratory test results for the representative material samples are provided in **Attachment C1**. The results of the laboratory testing are further discussed below.

# Soil Assessment to Further Investigate Dioxin/Furans and Metals Impacts

As was discussed during our prior meetings and teleconferences with AHS and its attorney (the Stearns Weaver law firm), it is assumed that the Florida Department of Environmental (FDEP) would pay particular attention to elevated detections of dioxins/furans in their review of

assessment documents as part of the brownfield site redevelopment process<sup>4</sup>. This concern is based on the relative high toxicity of these types of contaminants in combination with the proposed residential use of the property. Additional soil sampling scoped under this task was based on dioxin/furan results reported for three different affected areas identified by GFA during their prior environmental assessment work. Further assessment of selected metals with prior exceedances in soil was also conducted in one location as described below. Soil boring locations are shown on the attached **Figures 2** and **3** and focused on the following:

- vicinity of former waste incinerator (Geosyntec soil borings DPT-1 and DPT-2) for further assessment of dioxins & furans;
- area near prior GFA boring SB-21 (Geosyntec soil borings DPT-3 and DPT-4) for further assessment of dioxins & furans and selected metals; and
- location of near prior GFA soil boring SP-1 in northernmost area of vegetative waste disposal area (Geosyntec soil boring B-1) for waste characterization associated with dioxins & furans.

Additional information regarding Geosyntec's sampling of these areas is provided below.

# **Reported Location of Former Incinerator**

GFA indicated that the former incinerator, which was reportedly used as part of the solid waste management facility at the Site in the 1940s and 1950s, was in the vicinity of SB-23 (shown on **Figure 3**). Geosyntec reviewed historical aerial photos included in GFA's Phase I ESA Report, and a feature was identified further south of SB-23, closer to Geosyntec's soil boring DPT-1 shown on **Figure 3**. As such, soil samples were collected for laboratory analysis of dioxins/furans from the two soil borings shown on **Figure 3**. Soil boring DPT-1 was placed in the assumed location of the incinerator equipment and the other boring DPT-2 was placed closer to the western property boundary and adjacent canal.

On 2 December 2020, Geosyntec collected soil samples from boring locations DPT-1 and DPT-2 to approximately 6 ft bls using a stainless-steel hand auger and a drilling rig equipped with direct-push drilling technology (DPT). Soil samples were collected at each soil boring location from the 0 to 0.5, 0.5 to 2, 2 to 4, and 4 to 6 ft below land surface (bls) intervals, and were submitted to a NELAP-approved laboratory for the analysis of dioxins & furans by United States Environmental Protection Agency (EPA) Method 8290. Additionally, a soil was collected from each boring to a

<sup>&</sup>lt;sup>4</sup> As a reminder, other types of soil and groundwater contamination exist at the Site which would need further evaluation and, potential mitigation (pursuant to FDEP requirements) if AHS proceeds to redevelop the Site.

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total depth of 6 to 8 ft bls as part of the DPT sampling; the water table was observed at approximately 6 ft bls, so no additional samples were submitted for laboratory analysis. Results from this work are presented below.

#### Area Adjacent to Soil Boring SB-20

GFA collected soil samples from SB-20, which is in the east central portion of the Site. Soil sampling results from SB-20 (0-2) indicated the presence of dioxins above the default FDEP residential soil cleanup target level (R-SCTL) at this location as well as concentrations of arsenic, barium, cadmium, chromium, and lead. Results from GFA's prior soil sampling are included in **Attachment C2**. Therefore, Geosyntec collected soil samples on 2 December 2020 from soil boring DPT-3 positioned adjacent to the prior boring SB-20, and then from soil boring DPT-4 to the east, closer to the property boundary. Boring locations are shown on **Figure 3**. Soil samples from each boring were collected from depth intervals of 0 to 0.5, 0.5 to 2, 2 to 4, and 4 to 6 ft bls using a combination of a hand auger or a drilling rig equipped with DPT similar to soil sampling noted in the prior section. Samples were submitted to the laboratory for analysis of dioxins & furans using EPA Method 8290 as well as for arsenic, barium, cadmium, chromium, and lead using EPA Method 6010D. Results from this work are presented below.

## Location of SP-1 in Vegetative Waste Disposal Area

GFA previous collected soil samples from 4 soil borings, designated SP-1 through SP-4, in the vegetative waste disposal area. GFA collected composite soil samples for dioxins over a 10 ft bls sampling interval from the top of the covered stockpiles. Elevated concentrations of dioxins were reported in three of the locations including SP-1 (see GFA reporting excerpts included in **Attachment D**). SP-1 was the northernmost boring which presumably would have been the closest of these 4 boring locations to the former incinerator area; as discussed under the geotechnical assessment portion of this report, Geosyntec's boring B-1 was also placed in this general area (see **Figures 2 and 3**). Soil samples were collected from the sonic drilling core from soil boring B-1 from the three different depth intervals: 4 to 6 ft bls, 17.5 to 18 ft bls, and 18 to 18.5 ft bls. The 4 to 6 ft bls sample was collected within the vegetative waste material, the 17.5 to 18 ft bls sample was at the top of the presumed native lithology. These three samples were submitted to the laboratory for analysis of dioxins & furans using EPA Method 8290. Results from this work are presented below.



#### **GEOSYNTEC'S OBSERVED SUBSURFACE CONDITIONS**

#### **Geotechnical Subsurface Conditions**

The subsurface conditions encountered during the field investigation are described below. The depths presented are approximate and the boring logs found in **Attachment A** should be referenced for actual depths and corresponding elevations at each boring location.

The former vegetative disposal area contains 10 cells that extend above the surrounding ground surface elevation of approximately +18 ft NAVD88 to nearly +35.7 ft NAVD88 at the southern end of the disposal area. Borings B-1, B-2, B-4 and B-5 were advanced through the vegetative debris disposal cells to evaluate waste thickness. Boring B-3 was located between the disposal cells with a ground elevation of +20.7 ft NAVD88 only slightly above the surrounding land surface. The results of the field investigation indicate the vegetative debris did not extend into the underlying groundwater table at the vegetative debris disposal area and can be generally described and stratified into the following materials from top to bottom: (i) vegetative waste (typically composed of material consisting of decomposed vegetation mixed with varied amounts poorly graded sand); (ii) poorly graded sand and silty sand with varying amount of debris (i.e., brick, glass, plastic); and (iii) native soil with varying amounts of shell fragments.

In general, the vegetative waste and soil consisted of decomposed vegetative waste mixed with poorly graded sands generally observed to have thickness of approximately 10 to 23 ft, dependent on the elevation of the waste cell. Generally, the vegetative waste thickness was observed to extend to approximate elevations between +11 and +13 ft NAVD88 (Borings B-1 through B-5). Boring B-1 was observed to have approximate waste thickness of approximately 18 ft to an elevation of +4 ft NAVD88. The waste layer in boring B-1 included some wood and plastic. The waste and debris layers observed in Borings B-6 through B-8 exhibited an average N-value of 11 indicating a loose to medium relative density in the upper 10 ft.

Below vegetative debris and waste layers was seen a sequence of alternating sand and shelly sand layers representative of the Pamlico Sand and Anastasia Formation (native to the area). The lithology of the stratum can generally be described as poorly graded sands with varying amounts of shell fragments. The occurrence of these strata at the elevation and sequence in the lithologic profile are consistent with the typical native geologic profile encountered in this area of Palm Beach County.

The average relative density of the material at Borings B-6 and B-8 was loose. Based on the boring logs for Borings B-6, B-7 and B-8, some eastern and southern portions of the Site, outside of the vegetative waste disposal area, appear to have undergone prior disturbance and filling at a depth down to as deep as 10 ft BGS. In upper portions of borings B-6 and B-8, apparent construction and demolition (C&D) debris was encountered, which was mostly glass and brick intermixed with

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soil. Some vegetative waste and/or wood was also noted in these two borings. Observed waste at these borings was above the groundwater table. An upper portion of boring B-7 was viewed to contain sandy fill (but no waste was seen) before native material was encountered at a greater depth. The soil sample collected at this location consisted of poorly graded sand.

It should be noted that landfill gas (including methane) was not detected at land surface at the eight borings during routine monitoring with a calibrated four-gas meter<sup>5</sup>.

# Soil Index Properties

Geotechnical laboratory testing was performed on select samples from the soil borings. A copy of the geotechnical laboratory test results is presented in **Attachment C**. The sections below present soil properties based on laboratory testing results for each material encountered during the field investigation.

## Vegetative Waste

As previously noted, five (5) samples of vegetative waste material were submitted for laboratory analyses of dry unit weight. The results of the general field observations and laboratory testing indicate the protective cover material can be described as follows:

- Moisture content ranged from 16.1 to 281 percent; and
- Dry unit weight ranged from 15.3 to 81.1 pounds per cubic feet (pcf).

## **Organic Content Soil**

As previously noted, four (4) composite samples of organic-rich soil were submitted for laboratory analysis. The results of the general field observations and laboratory testing indicate the moisture and organic content can be described as follows:

- Moisture content ranged from 18.0 to 63.9 percent: and
- Organic content ranged from 0.8 to 19.0 percent.

## **Depth to Groundwater**

The approximate depth to groundwater at each boring location was estimated based on visual examination of the degree of saturation from soil samples from sonic cores and split spoon samples and is included on the boring logs. Based on the field observations of soil samples, the approximate

<sup>&</sup>lt;sup>5</sup> This was not a comprehensive landfill gas evaluation and should not be interpreted as indicating that no landfill gas exists at the Site.



depth to groundwater at the time of drilling was estimated to be approximately 10 to 27 ft BGS. This variability in the depth to water is based on observations of moisture content in soils (i.e., the first occurrence of partially to fully saturated soils with varying permeabilities rather than depth to ground water measurements in monitoring wells) noted during drilling as well as changes in land surface elevation at the Site. This translates to an approximate elevation range of +8 ft to +13 ft NAVD88. The groundwater elevation fluctuates due to changes in seasonal climate, surface runoff patterns, waste and soil characteristics, and other site-specific factors. Groundwater depths, as encountered at the time of drilling, are included on the soil boring logs in **Attachment A**. No evaluation of hydraulic conductivity of the in-situ subsurface soils through percolation testing or open-hole exfiltration testing was performed during this investigation (not part of the scope of work).

#### Soil Sampling Results for Dioxin & Furans and Metals

As noted previously, Geosyntec's soil sampling locations are shown on **Figure 3** and the corresponding laboratory results are shown on **Table 1**; the associated laboratory report is included as **Attachment D**. In **Table 1**, the laboratory analytical data are compared to the corresponding default FDEP R-SCTL as well as the default commercial/industrial SCTL (I-SCTL) and the leachability to groundwater SCTL (L-SCTL). Dioxin and furan equivalent calculation pages for the applicable samples are included in **Attachment E**. Note that, as a cost saving measure, samples submitted for analysis of dioxins & furans were evaluated first for the detection of the key indicator compounds 2,3,7,8-TCDD and 2,3,7,8-TCDF. Based on these initial results (i.e., detections of either or both of the key indicator compounds), 5 additional samples were analyzed for the remainder of the complete list of dioxins & furans under EPA Method 8290. The comparison of dioxin & furan results to the above-indicated SCTLs is based on the equivalent calculation using each of the related compounds. However, the results of the key indicator compounds 2,3,7,8-TCDD and 2,3,7,8-TCDF can often be used to make assumptions about the presence or absence of this suite of compounds in a given sample as the key compounds represent an important component of the total equivalent dioxin & furan calculation.

## **Reported Location of Former Incinerator**

As shown in **Table 1**, results from the sample DPT-1(0-0.5) were analyzed for the complete dioxin/furan list to allow for the dioxin/furan toxic equivalents (TEQ) calculation; the associated result is below the listed SCTLs. The remaining samples from boring DPT-1 and the four samples from DPT-2 had no concentrations detected for 2,3,7,8-TCDD and 2,3,7,8-TCDF. These results combined with GFA's prior sampling from SB-23(0-2) did not yield evidence of notable dioxin & furan detections (above applicable SCTLs) in this area.



Per the results shown in **Table 1**, the sample from DPT-3(0-0.5) indicated a dioxin/furan TEQ that exceeded the I-SCTL; this was the only sample from this boring which was run for the complete list of dioxin/furan compounds. However, the sample 0.5 to 2 ft bls sample from this boring also yielded detections of 2,3,7,8-TCDD and 2,3,7,8-TCDF whereas the deepest 4 to 6 ft bls samples had no detection of either key compound. For soil boring DPT-4 placed closer to the eastern property boundary, the sample from 2 to 4 ft bls exceeded the R-SCTL for the dioxin/furan TEQ but the sample from 0.5 to 2 ft bls did not exceed the listed SCTLs for the dioxin/furan TEQ. The sample from 4 to 6 ft bls had no detection of neither 2,3,7,8-TCDD nor 2,3,7,8-TCDF.

Geosyntec<sup>D</sup>

Regarding the metals results for soil samples associated with these two borings (also shown in **Table 1**), elevated levels of arsenic above the R-SCTL were detected in DPT-3(0-0.5) and DPT-3(0.5-2) as well as DPT-4(0.5-2) and DPT-4(2-4). Barium and lead were detected above the R-SCTL in DPT-3(0.5-2) with no detections of either of these metals in the samples from DPT-4.

The collective dataset of soil sampling results from GFA's soil borings SB-20 and SB-21 and Geosyntec's borings DPT-3 and DPT-4 suggest that the vicinity around SB-21 is a hot spot for dioxins & furans plus arsenic and other metals; however the data from the 3 additional borings noted here allow for some delineation of the impacts seen at SB-21. It is likely that FDEP would require further delineation of these impacts in this area as part of addressing Chapter 62-780, Florida Administrative Code [FAC] requirements (such as would be required under the brownfields redevelopment process).

# Location of SP-1 in Vegetative Waste Disposal Area

As shown in **Table 1** and on **Figure 2**, the sample B-1(4-6) collected within the vegetative waste material yielded a dioxin & furan TEQ results above the R-SCTL but below the I-SCTL. Although this soil was taken as a grab sample at this particular 4 to 6 ft bls depth interval, these results are generally consistent with dioxin & furan results reported by GFA which noted 3 out 4 composite samples (over a 10 ft interval for each) above the R-SCTL from within the waste disposal area. Based on these detections, in our experience, this dioxin/furan data is more likely to be accepted by a landfill selected for offsite disposal of the vegetative waste removed from this Site, as part of potential redevelopment scenarios. Other constituents detected in GFA's composite samples above R-SCTLs that would also need to be considered for offsite disposal waste characterization purposes include benzo(a)pyrene equivalents and dieldrin.

#### **OPINION OF PROBABLE COSTS**

GFA provided an update "Opinion of Probable Cost for Remediation – Revised" dated 16 September 2020. The finding and results presented in today's report by Geosyntec are intended to further refine the costs associated with two key cost-item tasks included in GFA's Opinion document noted above. These include:

- Preliminary Contamination Assessment Report (PCAR)/Site Assessment Report (SAR); and
- Excavation & Loading (of buried waste) and Transportation (of excavated waste) & Disposal Offsite

As noted at the beginning of today's report and in our corresponding 13 November 2020 proposal, Geosyntec conducted a limited geotechnical field investigation to further evaluate the limits/depth of buried waste at the Site and additional soil sampling to further evaluate dioxin/furan-related (and some metals-related) impacts in shallow soils. The findings from our geotechnical investigation can be applied to the second set of site rehabilitation activities (second bullet point) noted above, and the results from Geosyntec's additional soil sampling can be applied to the first set site rehabilitation activities noted above. As such, Geosyntec presents the following updated opinion of probable costs for these key line items based on our findings and associated evaluation.

#### **Updated Volume of Waste in Vegetative Landfill**

GFA [2020] estimated approximately 63,140 CY (about 82,100 tons with GFA's assumed waste density of 1.3 tons per CY) of waste within the vegetative waste disposal area based on the information provided by Kimley-Horn [2020]. Using a January 2020 topographic survey of the Site, Kimley-Horn [2020] estimated landfill capacity and remaining useful life assuming the bottom of waste in the vegetative waste disposal area as the average existing ground elevation surrounding this landfill footprint (i.e., the contact between the buried waste and native soil was not identified). It can be noted from Kimley-Horn [2020] that an average bottom of waste elevation of about 18 ft, NAVD88 was assumed.

Based on the limited geotechnical investigation conducted by Geosyntec in late 2020, the elevation of the bottom of waste within the landfill was estimated as shown in **Attachment F**, which ranges from approximately 2 ft, NAVD88 on the northern end to at least 13 ft, NAVD88 on the southern end with an average elevation of approximately 10 ft, NAVD88. Using the estimated waste bottom elevation and the January 2020 topographic survey, the volume of waste in the landfill within the

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same landfill footprint ("North Cell" and "South Cell") from Kimley-Horn [2020] was recalculated to be approximately 116,500 CY. This updated volume of waste is about 84 percent higher than the quantity estimated by Kimley-Horn [2020] since the contact between the buried waste and native soil was seen to be, on average, approximately 8 ft lower than the elevation originally assumed by Kimley-Horn [2020].

Please note that this waste volume does not take into account the buried waste which has been found in our assessment to exist outside of the vegetative waste disposal area (see borings B-6 and B-8). Outside of the vegetative waste disposal area, our investigative work to look for buried waste was limited to three borings (B-6, B-7 and B-8), two of which (B-6 and B-8) detected thicknesses of buried waste, down to a depth of about 10 ft thick. This waste at B-6 and B-8 did include some limited vegetative/wood waste, but was mostly of different characteristics/composition than that found in the vegetative waste disposal area and could be generally described as C&D debris (smaller sized glass and brick particles, mostly) mixed with soil. As such, from a geotechnical suitability standpoint, there is a possibility, dependent in part on the prevalence of vegetative waste (which appeared to be limited), that the buried C&D debris outside of the vegetative waste disposal area may not need to be removed from the Site to allow development of AHS's planned buildings (for example, it could be relocated, or screened to remove unsuitable-sized larger pieces of waste). However, at a minimum, additional investigation outside of the triangular vegetative waste disposal area on the west side of the Site would be needed to better understand the characteristics/occurrence of this buried C&D debris and vegetative waste in relation to planned AHS structures in order to decide what if any waste relocation or screening/removal would be needed to support AHS's plans. As such, Geosyntec has not developed an estimate for screening/removal of waste outside of the triangular-shaped vegetative waste disposal area; AHS has provided a projected cost for this type of work and requested inclusion of this within this report (Geosyntec has not been asked to evaluate this cost).

#### **Estimated Unit Weight of Waste**

Using the measured moisture content and dry unit weight of the waste samples obtained by Geosyntec from the landfill (see Attachment C1), an average waste density of approximately 80 pcf (about 1.1 tons/CY) was calculated and used in the below cost projections. This updated density of waste is about 17 percent lower than the value assumed by GFA [2020] in its opinion of probable costs.

#### **GFA's Opinion of Probable Costs**

GFA [2020] prepared an opinion of probable cost for addressing the soil and groundwater impacts at the Site (to include removal of landfilled waste from the Site) in support of AHS's proposed redevelopment. Accordingly, their 16 September 2020 probable estimated total cost ranges from approximately \$6.0M to \$7.4M, with the majority of the cost associated with the excavation, transportation, and disposal of landfilled waste. It should be noted that GFA used the 63,140 CY volume of waste estimated by Kimley-Horn [2020] and assumed a waste density of 1.3 tons per CY (or 96.3 pcf).

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## **Enclosed Projected Costs**

Based on the additional information obtained from Geosyntec's limited field investigation, updated projected costs for certain environmental mitigation activities are presented in **Table 2**. Two scenarios are evaluated therein, considering the two AHS-provided (in late 2020) Site redevelopment plans (see **Attachment F**) as discussed below. Details assumed in the preparation of these projected costs for landfilled waste excavation and disposal are provided in **Attachment G**.

## For Site Redevelopment Option A

The associated proposed site redevelopment plan by AHS is overlaid in the Site maps presented in **Attachment F**. As shown in Figure 4A of Attachment F, the proposed Site Plan Option A would involve construction of some residential buildings within the vegetative waste disposal area footprint, which would require excavation of waste within the entire vegetative waste disposal area footprint. Hence, approximately 116,500 CY (about 125,800 tons) of waste from the vegetative waste landfill would need to be excavated and subsequently hauled and disposed offsite. As shown in **Table G1 (Attachment G)**, the projected cost for this waste excavation, transportation, and disposal ranges from approximately \$7.1M to \$9.6M and the projected total cost ranges from approximately \$7.5M to \$10.3M.

## For Site Redevelopment Option B

The associated proposed site redevelopment plan by AHS is overlaid in the Site maps presented in **Attachment F**. As shown in Figure 4B of Attachment F, the proposed Site Plan Option B would involve development of green open space within the major portion of the vegetative waste disposal area and only a portion of this associated landfilled waste needs to be excavated to facilitate the

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construction of residential buildings and parking lots. Geosyntec estimated that approximately 35,700 CY (about 38,600 tons) of waste would need to be excavated and subsequently hauled and disposed offsite. As shown in **Table G2**, the projected cost for this waste excavation, transportation, and disposal ranges from approximately \$2.2M to \$3.0M and the projected total cost ranges from approximately \$2.5M to \$3.4M.

## Additional Work Under Chapter 62-780, FAC

With regard to addressing soil and groundwater contamination at the Site under Chapter 62-780, FAC, Geosyntec has projected some costs for anticipated steps to address identified contamination from Site assessment through regulatory closure, as detailed in **Table 2**. In general, the projected costs assume contamination is limited withing the Site (and low in concentration) and requires no active remediation (with the exception of a relatively small amount of soil removal) wherein AHS's planned development will provide "engineering controls" to cover contaminated soil and a deed restriction will be emplaced on the property to help facilitate closure.

## **Expanded Redevelopment Costing for Option B**

AHS, Geosyntec and others on AHS's team have worked to further develop potentially involved environmental costs for Option B of AHS's planned Site redevelopment. While expanded beyond **Table 2**, these costs do not consider some of the other added costs relating to redevelopment within this solid waste disposal property; for example, added costs for more challenging (due to the presence of contaminated soil and groundwater) stormwater management and irrigation well permitting (if an onsite irrigation well is even allowed), and the formal landfill closure process.

This expanded costing includes what AHS has identified as "hard cost" and "soft cost" line items as presented in detail in **Table 3**. Some of these costs have been provided by others including certain permit-related costs associated with the long-term care of the landfill<sup>6</sup>; as indicated in the table, Geosyntec has not been asked to evaluate or verify those provided costs. As shown in **Table 3**, the overall projected cost for Site Redevelopment Option B is approximately \$9.4M.

<sup>&</sup>lt;sup>6</sup>Geosyntec reviewed the Year 2019 Closure and Long-Term Care Costs Update dated 6 February 2019 and prepared by SCS Engineers. Portions of these costs were included in Table 3, referenced above, as they were approved by the Florida Department of Health. However, actual costs presented under this line item were increased by a contingency factor of 20% due to inflation, uncertainties, and other potential closure-required activities applicable over the 30-year timeframe required for the long-term care.

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#### CLOSING

Geosyntec appreciates the opportunity to provide this letter report to AHS. Should you have any questions or need additional information please do not hesitate to contact us.

Sincerely,

and

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Attachments: Tables (3)
Figures (3)
Attachment A: Geotechnical Boring Logs
Attachment B: Photographic Log
Attachment C1: Geotechnical Laboratory Data
Attachment C2: Soil Quality Laboratory Data
Attachment D: Excerpts from GFA Reports
Attachment E: Dioxin/Furan TEQ Calculations
Attachment F: Proposed Redevelopment Scenarios - Options A and B
Attachment G: Estimated Probable Costs for Waste Excavation and Disposal

Copies to: Joe Ullo, Esq. – Stearns Weaver law firm Barbara Ferrer, Esq. – Stearns Weaver law firm Dan Schauer, P.G. – Geosyntec Ramil Mijares, Ph.D., P.E. – Geosyntec



# TABLES

#### Table 1 Soil Analytical Results AHS West Palm Beach Property 5976 Okeechobee Blvd. West Palm Beach, FL

	Boring ID B-1					DPT-1				DPT-2				DP	Т-3		DPT-4					
		Samp	le Depth (ft BLS)	4-6	17.5-18	18-18.5	0-0.5	0.5-2	2-4	4-6	0-0.5	0.5-2	2-4	4-6	0-0.5	0.5-2	2-4	4-6	0-0.5	0.5-2	2-4	4-6
		Sampl	e Collection Date	12/1/2020			12/2/2020			12/2/2020			12/2/2020				12/2/2020					
Parameter	FDEP DefaultFDEP DefaultFDEP DefaultR-SCTLI-SCTLL-SCTL											Analyte Concentration										
Metals by EPA Method 6010D	(mg/kg)																					
Arsenic	2.1	12	NL												4.0	7.5	1.7	0.47 I V	1.3	4.7	5.0	0.11 U
Barium	120	130000	1600												95	140	25	3.8	24	77	110	5.3
Cadmium	82	1700	7.5												1.4	2.0	0.26 I	0.034 U	0.18 I	1.2	1.6	0.037 U
Chromium	210	470	38												20	20	3.0	1.2	7.5	12	27	0.56 I
Lead	400	1400	NL												190 J3	490	40	1.2	28	110	290	0.60 I
Dioxins and Furans by EPA M	ethod 8290A (pg/g)																					
1,2,3,4,6,7,8-HpCDD	NL	NL	NL	250			5.0 I								8800 L					89	140	
1,2,3,4,6,7,8-HpCDF	NL	NL	NL	62			3.3 I								6300 L					18	14	
1,2,3,4,7,8,9-HpCDF	NL	NL	NL	8.6 I			0.20 I V								53 U					0.89 I V	1.2 I	
1,2,3,4,7,8-HxCDD	NL	NL	NL	0.39 U			0.28 I M								10					1.5 I	1.5 I	
1,2,3,4,7,8-HxCDF	NL	NL	NL	71			0.90 I								140					4.5 I	3.9 I	
1,2,3,6,7,8-HxCDD	NL	NL	NL	12 I			0.39 I M								250					5.5 I	5.8	
1,2,3,6,7,8-HxCDF	NL	NL	NL	12 I			0.76 I M						)		52			C		2.4 I	2.2 I	
1,2,3,7,8,9-HxCDD	NL	NL	NL	5.6 I			0.45 I								41					5.6 I	5.4 I	
1,2,3,7,8,9-HxCDF	NL	NL	NL	1.1 U			0.14 U								14 U					0.50 U	0.98 I V	
1,2,3,7,8-PeCDD	NL	NL	NL	0.47 U		-	0.10 U								2.8 I					0.65 U	1.3 I M	
1,2,3,7,8-PeCDF	NL	NL	NL	5.1 I M			0.39 I								1.8 U					0.54 U	1.5 I	
2,3,4,6,7,8-HxCDF	NL	NL	NL	6.0 I		iii	0.97 I								56					2.7 I	2.1 I	
2,3,4,7,8-PeCDF	NL	NL	NL	13 I		k)	0.14 U								1.9 U			C A A A A A A A A A A A A A A A A A A A		1.8 I M	2.1 I	
2,3,7,8-TCDD	NL	NL	NL	0.44 U	0.54 U	0.085 U	0.082 U	0.077 U	0.042 U	0.057 U	0.079 U	0.071 U	0.089 U	0.073 U	6.8	2.0	0.13 U	0.073 U	0.11 U	0.36 U	2.8	0.11 U
2,3,7,8-TCDF	NL	NL	NL	3.7 I	3.0 I	0.059 U	0.69 I	0.11 U	0.031 U	0.088 U	0.049 U	0.047 U	0.038 U	0.050 U	2.8	5.1	0.99 I	0.065 U	0.96 I	4.3	3.4	0.058 U
OCDD	NL	NL	NL	2800		(e	27						0		100000 L					510	930	
OCDF	NL	NL	NL	82			2.4 I								15000 L			<u></u>		23	20	
Total Dioxin Equivalents*	NL	NL	NL	5.6E-06	3.0E-07	4.3E-08	2.6E-07	3.9E-08	2.1E-08	2.9E-08	4.0E-08	3.6E-08	4.5E-08	3.7E-08	1.6E-04	2.1E-06	7.5E-08	3.7E-08	6.5E-08	2.8E-06	7.0E-06	5.5E-08
Total Furan Equivalents*	NL	NL	NL	1.4E-05	NC	NC	4.1E-07	NC	NC	NC	NC	NC	NC	NC	9.4E-05	NC	NC	NC	NC	2.2E-06	2.1E-06	NC
Total TEQs*	7.0E-06*	3.0E-05*	NL	2.0E-05	3.0E-07	4.3E-08	6.7E-07	3.9E-08	2.1E-08	2.9E-08	4.0E-08	3.6E-08	4.5E-08	3.7E-08	2.5E-04	2.1E-06	7.5E-08	3.7E-08	6.5E-08	5.0E-06	9.1E-06	5.5E-08

#### Notes

1. FDEP = Florida Department of Environmental Protection.

2. EPA = Environmental Protection Agency

3. ft BLS indicates feet below land surface.

4. R-SCTL = Default direct exposure residential Soil Cleanup Target Level per Chapter 62-777, Florida Administrative Code (F.A.C.).

5. I-SCTL = Default direct exposure commercial/industrial Soil Cleanup Target Level per Chapter 62-777, F.A.C.

6. L-SCTL = Default leachability to groundwater Soil Cleanup Target Level per Chapter 62-777, F.A.C.

7. mg/kg indicates milligrams per kilogram.

pg/g indicates picograms per gram.

9. \* indicates the analyte concentrations and FDEP SCTLs for Total Dioxin Equivalents, Total Furan Equivalents, and Total Dioxin and Furan Equivalents (TEQs) are presented in mg/kg.

10. U indicates analyte not detected above laboratory method detection limit.

11. I indicates analyte detected above the laboratory method detection limit but below the practical quantitation limit.

12. J3 indicates an estimated value.

13. V indicates analyte detected at or above the method detection limit in both the sample and the associated method blank and the value of 10 times the blank value was equal to or greater than the associated sample value.

14. M indicates presence of material is verified but not quantified; the actual value is less than the value given.

15. L indicates off-scale high. Actual value is known to be greater than the value given.

16. Yellow shading and bold font indicates R-SCTL exceedance.

17. Orange shading and bold font indicates I-SCTL exceedance.

18. NL indicates SCTL not listed in Chapter 62-777 F.A.C.

19. NC indicates not calculated.

20. -- indicates that parameter was not tested for this sample.

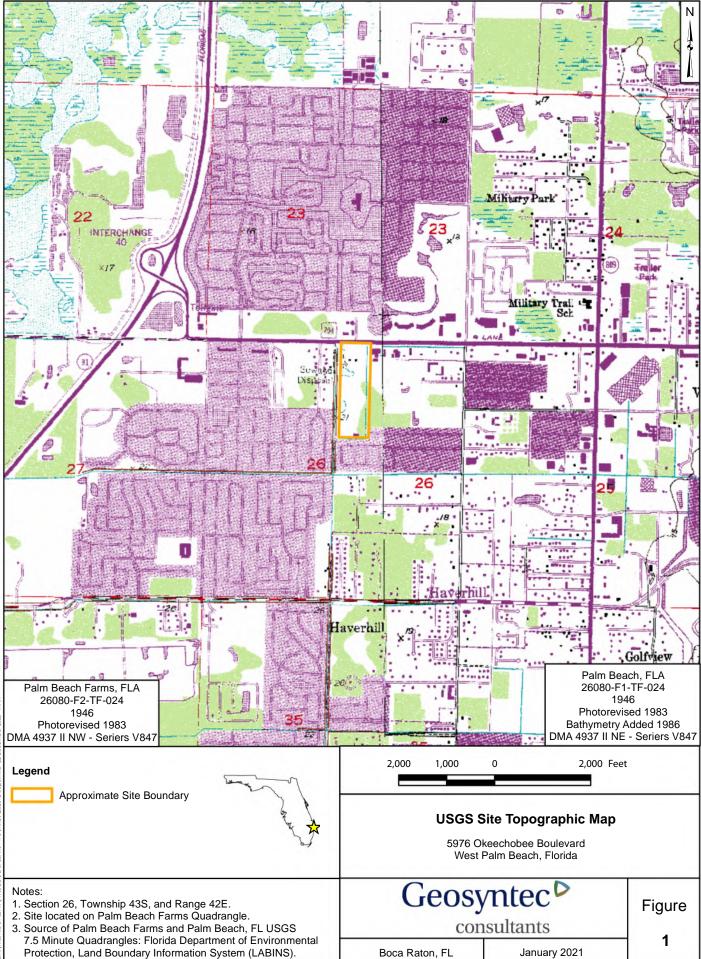
		AHS West Pah 5976 Okee	g - Option A and n Beach Property chobee Blvd. n Beach, FL	
Mitigation Activity	Type of Work	Projected	l Costs (\$)	Comments
PCAR + SAR	Ch 62-780, FAC	\$175,000	\$275,000	Assumes: no assessment/mitigation is required from a 62-780 perspective within the footprint of the permitted vegetative waste disposal area; no surface water and no stormwater system assessment is required; after some limited additional soil confirmation sampling to evaluate other contaminant detections by GFA, the only contaminants of concern for soil will be arsenic, lead, and dioxins/furans; after some limited additional groundwater confirmation sampling to evaluate other contaminant detections the only contaminants of concern for groundwater will be TDS, ammonia arsenic, manganese and iron; no additional soil contamination is found and the limits of identified soil contamination are restricted to within 50 feet of where detected to date; no offsite contamination assessment is required; no landfill gas is detected; no ash and no gun range projectiles remain onsite.
RAP	Ch 62-780, FAC	\$10,000	\$25,000	Assumes: no active remediation is required for soil, groundwater, and landfill gas. AHS's planned development can be used as an engineering control atop contaminated soils with minimal or no soil relocation.
ECMP/SMP and EC Certification Report	Ch 62-780, FAC	\$50,000	\$100,000	No costs are included for complying with ECMP/SMP requirements with the exception of preparation of the EC Certification Report (which will require some onsite CQA).
Groundwater Monitoring	Ch 62-780, FAC	\$100,000	\$150,000	Assumes: quarterly for one year is sufficient to demonstrate stable or shrinking plume.
NFA Proposal and SRCR	Ch 62-780, FAC	\$5,000	\$25,000	
C Package	Ch 62-780, FAC	\$15,000	\$25,000	Excludes: surveying and legal costs; notification efforts.
Additional Investigation to Evaluate Buried C&D Waste Outside of Vegetative Waste Disposal Area	Assess landfilled C&D waste in the way of AHS's planned development	\$50,000	\$125,000	This cost excludes waste compaction, relocation and/or removal since it is currently unclear that this would be required. Also excluded: efforts to comply with any Chapter 62-701, FAC (and related guidance) requirements (including, but not limited to permitting and addressing permit-driven requirements for groundwater).
Excavation & Loading (of landfilled waste) and Fransportation (of excavated waste) & Disposal Offsite – Site Redevelopment Option A	Manage landfilled vegetative waste in the way of AHS's planned development	\$7,058,000	\$9,624,000	Excluded: efforts to comply with any Chapter 62-701, FAC (and related guidance requirements (including, but not limited to permitting and addressing permit-driver requirements for groundwater).
Excavation & Loading (of landfilled waste) and Fransportation (of excavated waste) & Disposal Offsite – Site Redevelopment Option B	Manage landfilled vegetative waste in the way of AHS's planned development	\$2,166,000	\$2,953,000	Excluded: efforts to comply with any Chapter 62-701, FAC (and related guidance requirements (including, but not limited to permitting and addressing permit-driver requirements for groundwater).
FOTAL COST FOR KEY ACTIVITIES INCLUDING OPTION A		\$7,463,000	\$10,349,000	Costs shown are the sum of unshaded rows above (rows 1-7) plus yellow shaded row 8.
FOTAL COST FOR KEY ACTIVITIES		\$2,571,000	\$3,678,000	Costs shown are the sum of unshaded rows above (rows 1-7) plus green shaded row 9.

#### Table 3 Additional Projected Costs - Option B AHS West Palm Beach Property 5976 Okeechobee Blvd. West Palm Beach, FL

Line Item	Mitigation Activity	Type of Work	Projected Potential Costs (\$)	Comments					
	HARD COST								
1	PCAR + SAR	Ch 62-780, FAC	\$275,000	See higher cost from Geosyntec's Table 2.					
2	RAP	Ch 62-780, FAC	\$25,000	See higher cost from Geosyntec's Table 2.					
3	ECMP/SMP and EC Certification Report	Ch 62-780, FAC	\$100,000	See higher cost from Geosyntec's Table 2.					
4	Groundwater Monitoring	Ch 62-780, FAC	\$150,000	See higher cost from Geosyntec's Table 2.					
5	NFA Proposal and SRCR	Ch 62-780, FAC	\$25,000	See higher cost from Geosyntec's Table 2.					
6	IC Package	Ch 62-780, FAC	\$25,000	See higher cost from Geosyntec's Table 2.					
7	Additional Investigation to Evaluate Buried C&D Waste Outside of Vegetative Waste Disposal Area	Assess landfilled C&D waste in the way of AHS's planned development	\$125,000	See higher cost from Geosyntec's Table 2.					
8		Manage landfilled vegetative waste which is in the way of AHS's planned development	\$3,535,000	Cost provided by AHS and is based on the quote AHS obtained from MJC Lan Development for 96,000 CY of waste.					
9	Replacement Fill (approx. 77,000 CY)		\$1,200,000	Cost and yardage provided by AHS (which translates to approximately \$16/CY).					
	Submersible Pump for Irrigation Well for Landscape								
10	Watering		\$50,000	Cost provided by AHS.					
11	Subgrade Ventilation System in Buildings (landfill gas mitigation)		\$315,000	Cost provided by SCS Engineers for AHS.					
12	Address Lead and Dioxin-affected Soil (2,000 CY)		\$200,000	Cost provided by AHS.					
13	Engineering Design		\$265,000	Assumes 5% of total construction cost (Line Items 8 through 12).					
14	Construction Management		\$530,000	Assumes 10% of total construction cost (Line Items 8 through 12).					
15	Closure and Long-Term Care Monitoring (ongoing monitoring of existing groundwater monitoring wells)		\$495,000	Cost based on: 2019 Financial Assurance prepared by SCS Engineers for the Tow of Palm Beach plus 20% contingency; and assuming \$1,000 annual maintenance for groundwater monitoring wells plus a 10% contingency.					
16	Gas Monitoring (propose installing 7 gas wells/probes along the southern, eastern & northern perimeter of the landfill to monitor offsite migration of gas)		\$202,000	Geosyntec projected cost based on previous projects and assuming \$1,000 annua maintenance for perimeter gas monitoring probes/wells. Includes 10% contingency.					
	TOTAL HARD COST FOR KEY ACTIVITIES INCLUDING OPTION B		\$7,517,000						
	SOFT COST								
17	Environmental Assessment and Reporting (Geosyntec Consultants)		\$93,300	Geosyntec-incurred costs to date					
18	Environmental Inspections and Reports (GeoView, Inc.)		\$4,200	Cost provided by AHS.					
19	Environmental Phase I and Phase II inspections and reports (GFA Int'l)		\$49,650	Cost provided by AHS.					
20	Consulting Engineer Fees (Geotechnical review to Schmidt Nichols)		\$34,179	Cost provided by AHS.					
21	Submission to State Brownfield Program (includes application fees and legal fees)		\$40,000	Estimated cost provided by Stearns Weaver Miller					
22	Legal fees to date for environmental review and consultation)		\$32,500	Cost provided by AHS.					
23	Legal fees for ongoing review and consultation during all stages of project (estimate)		\$30,000	Cost provided by AHS.					
	TOTAL SOFT COST		\$283,829						
	CONTINGENCIES								
	HARD COST CONTINGENCY		\$1,503,400	Assumes 20%; per AHS.					
	SOFT COST CONTINGENCY		\$56,766	Assumes 20%; per AHS.					
	TOTAL CONTINGENCIES		\$1,560,166						
	GRAND TOTAL								
	GRAND TOTAL (Option B)		\$9,360,995						

Please note: costs indicated herein as being provided by others, have not been evaluated or verified by Geosyntec.

# FIGURES



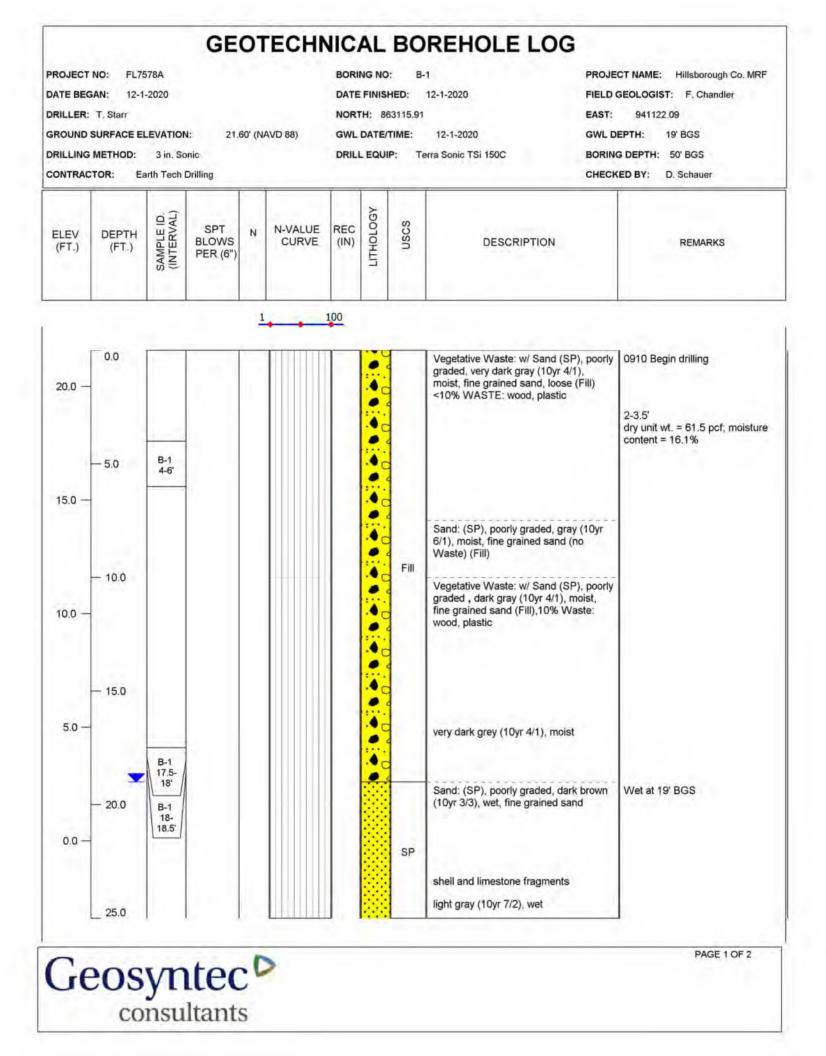


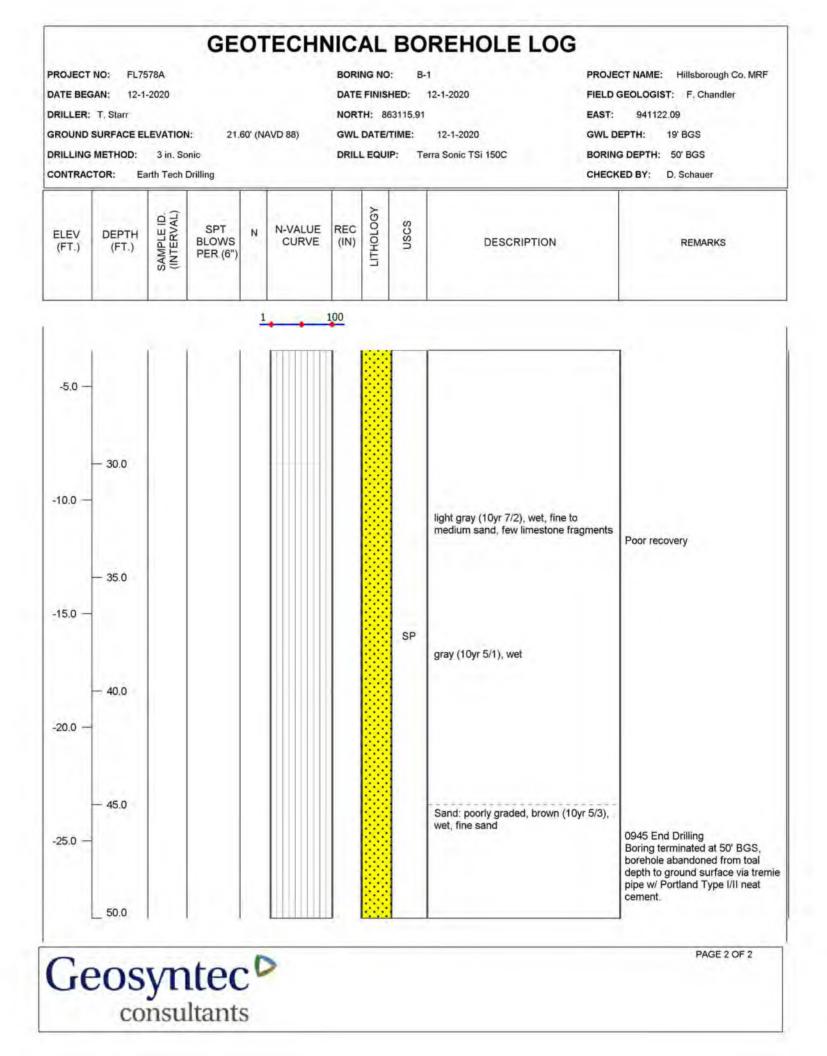
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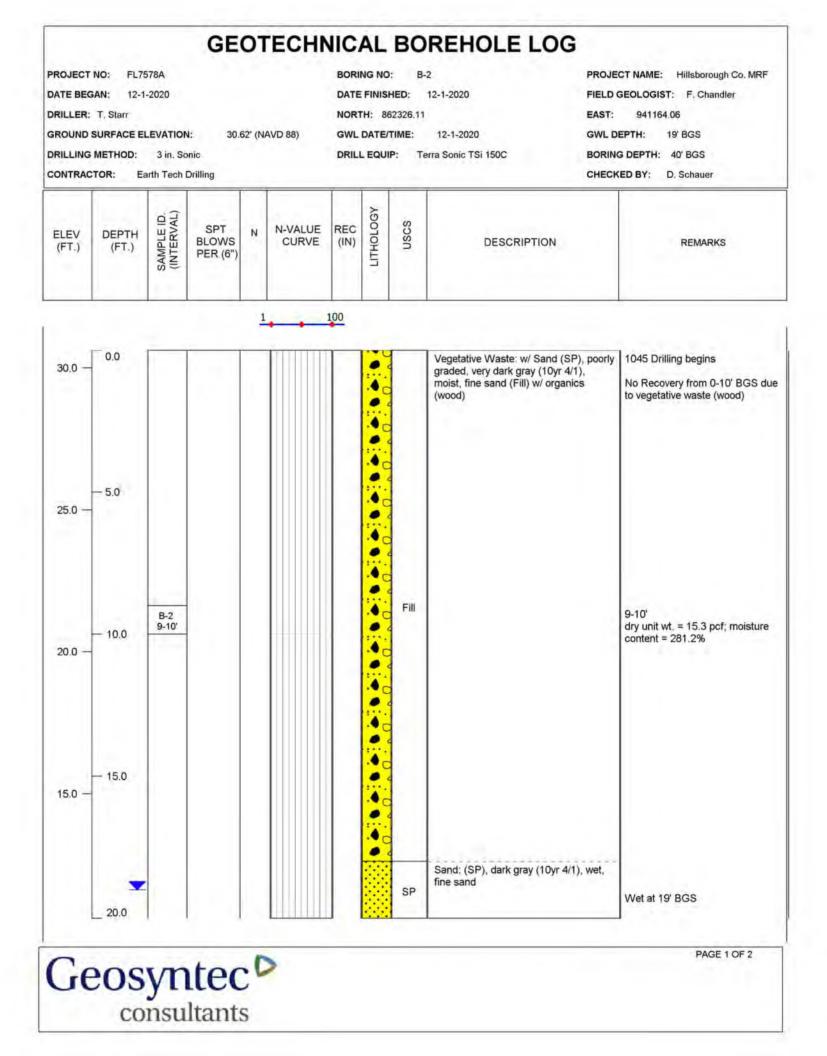


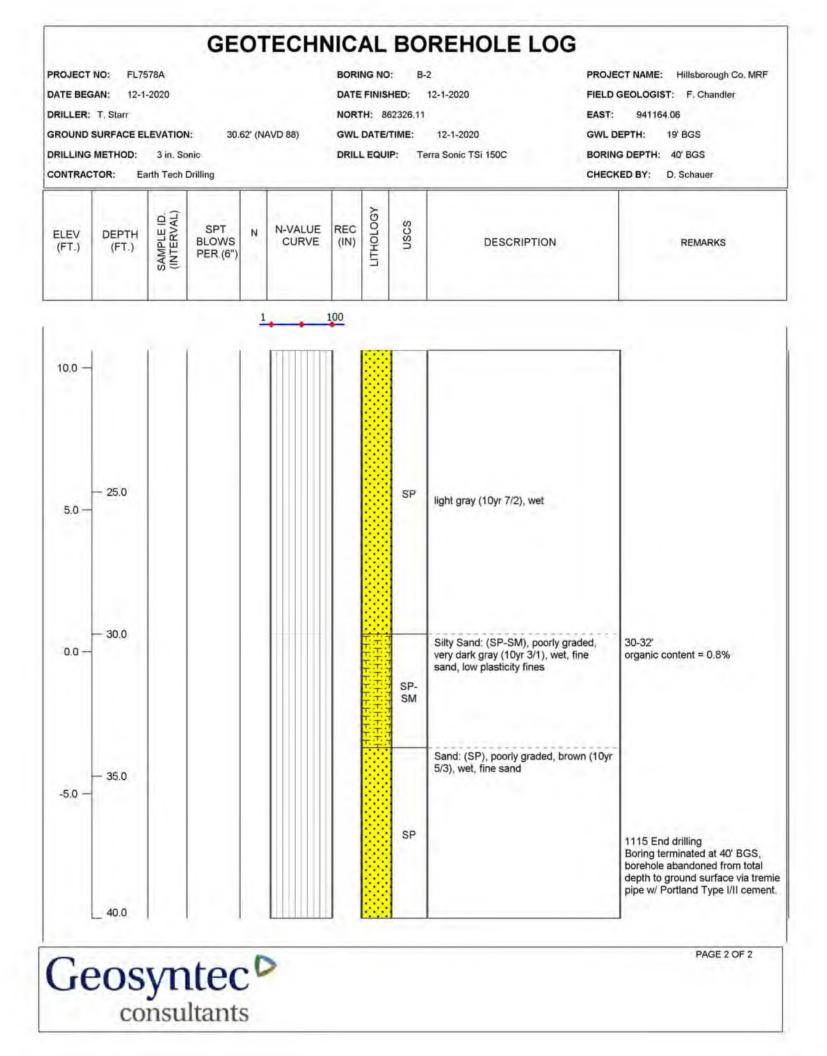
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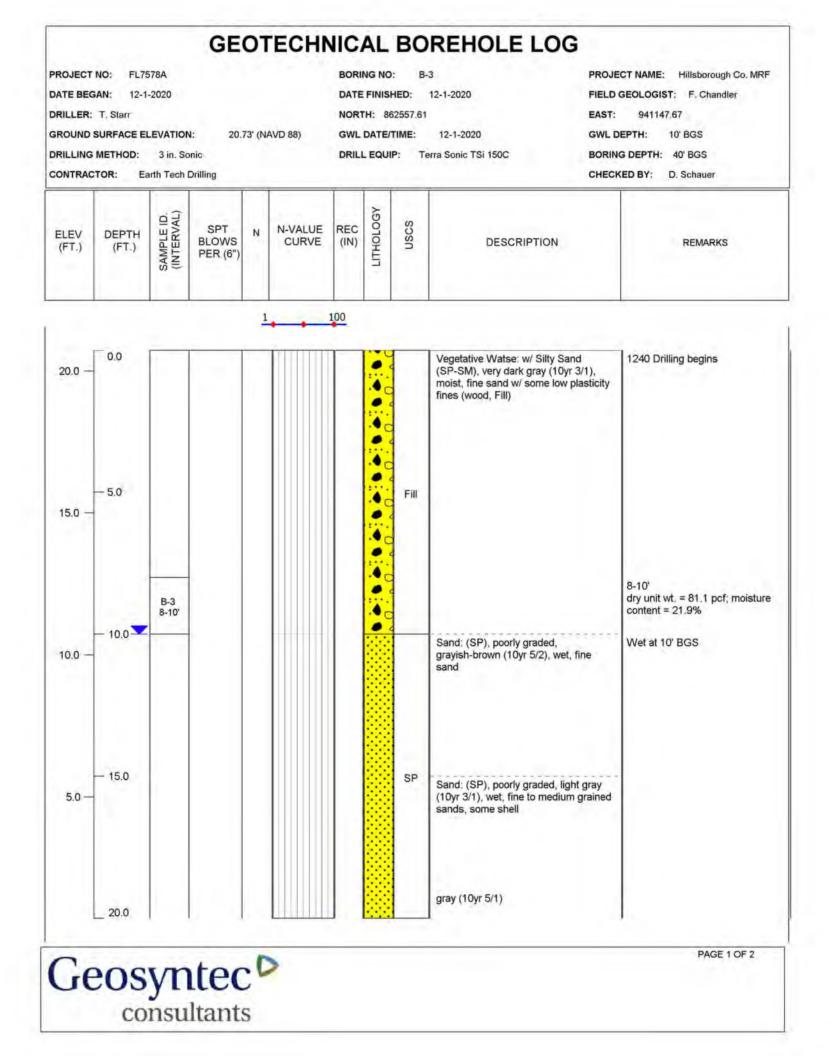
# ATTACHMENT A GEOTECHNICAL BORING LOGS

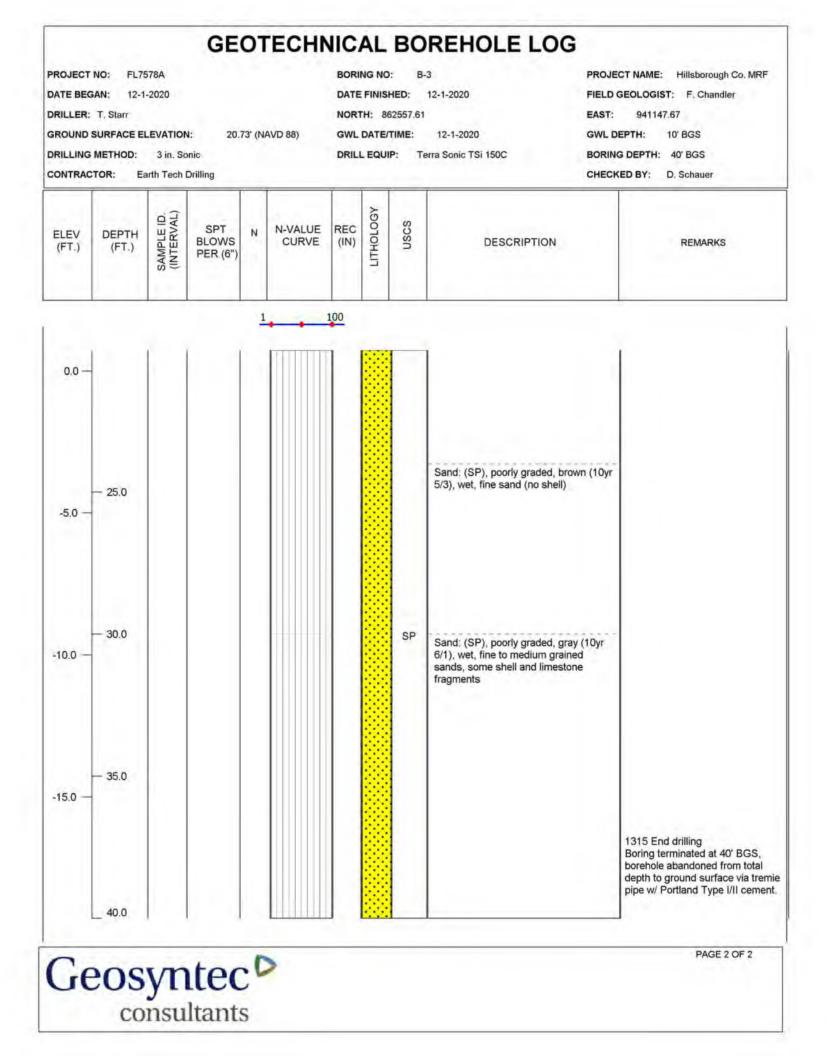


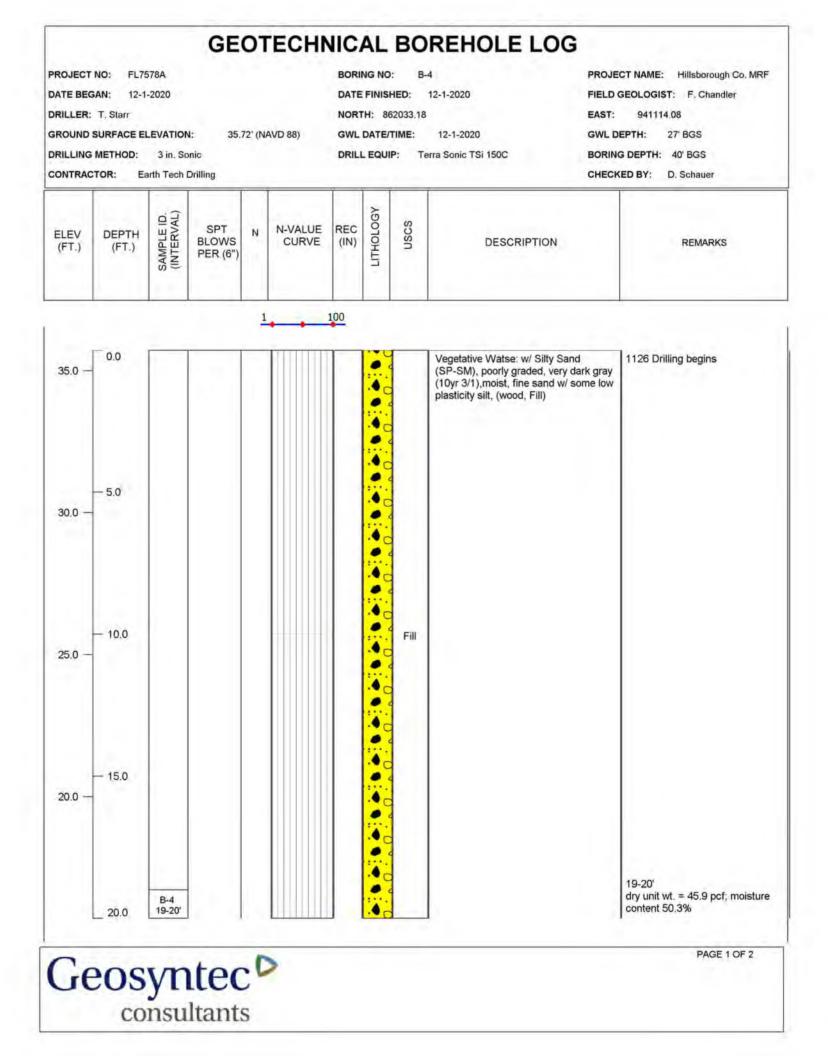


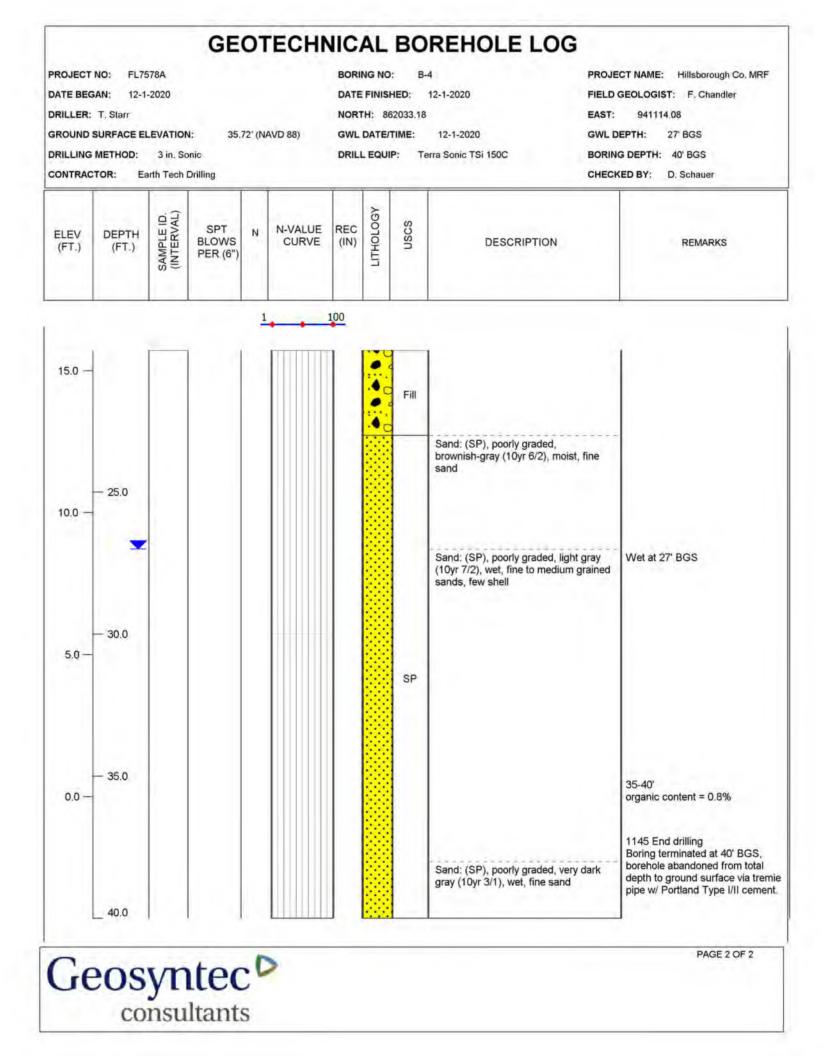


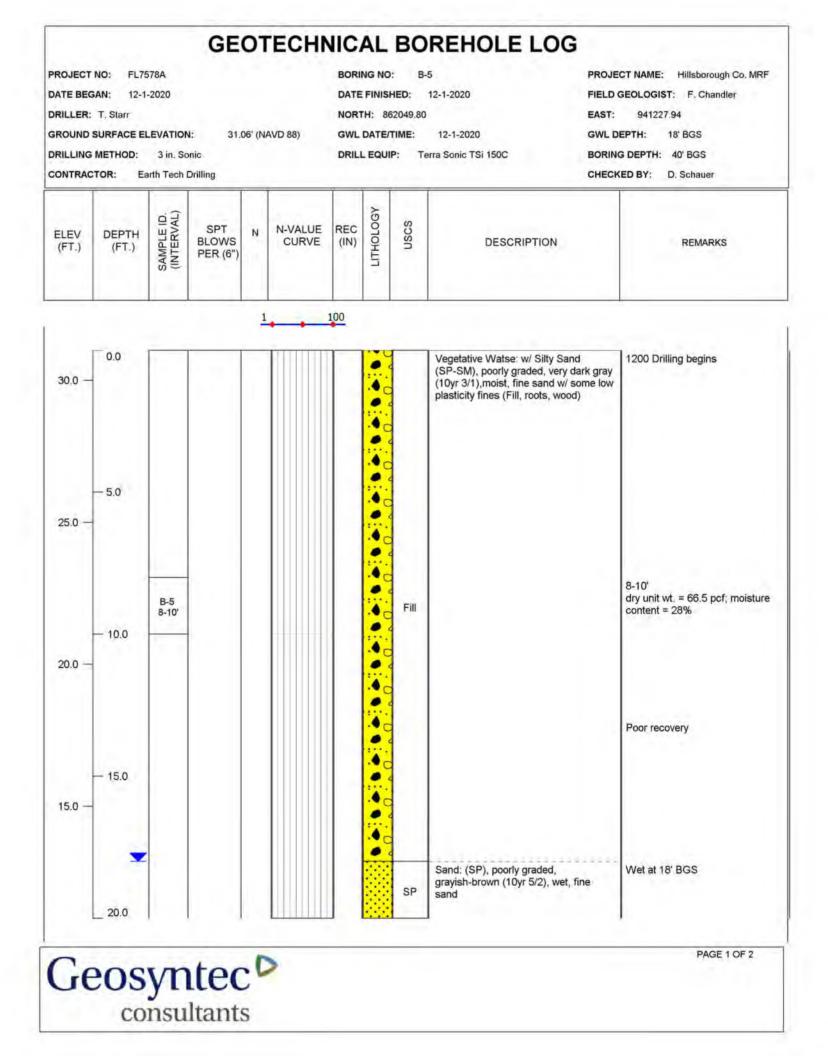


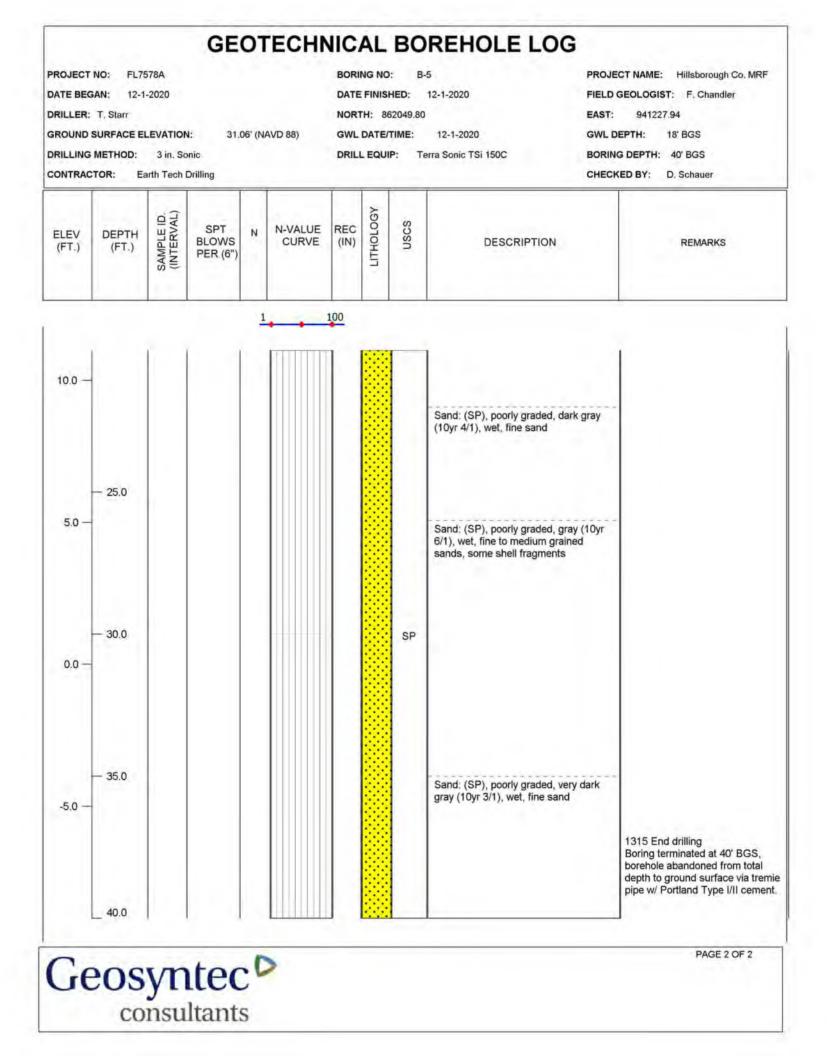


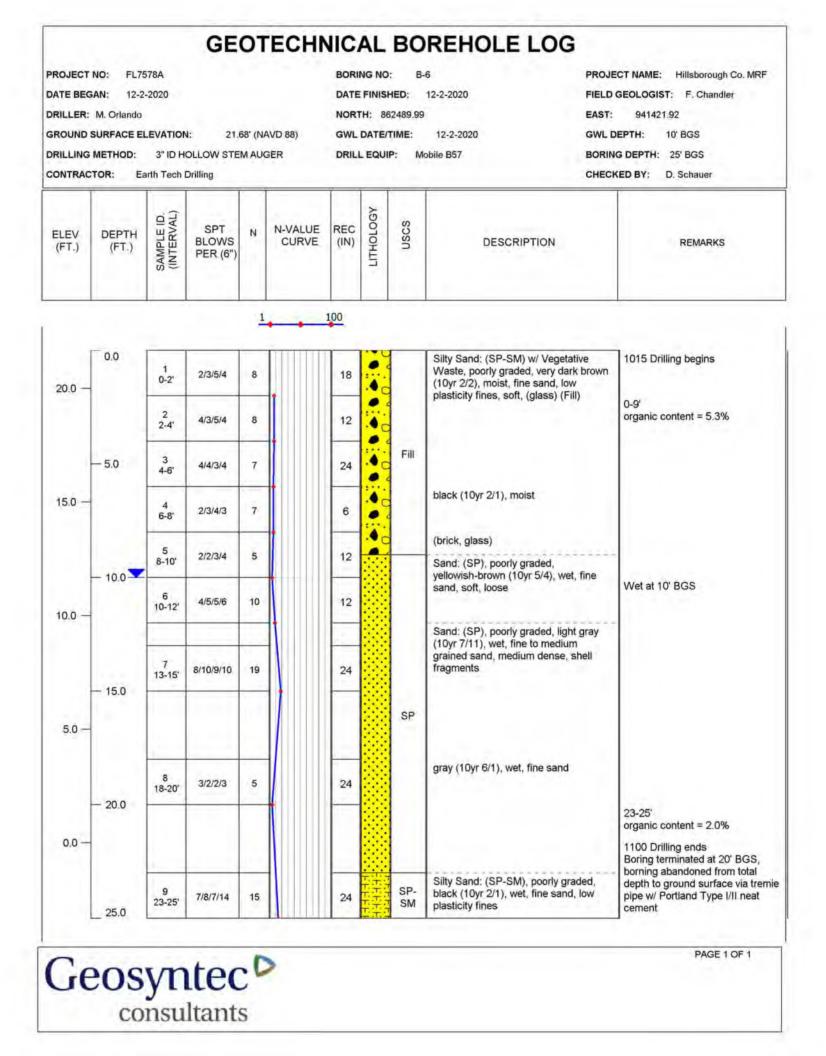


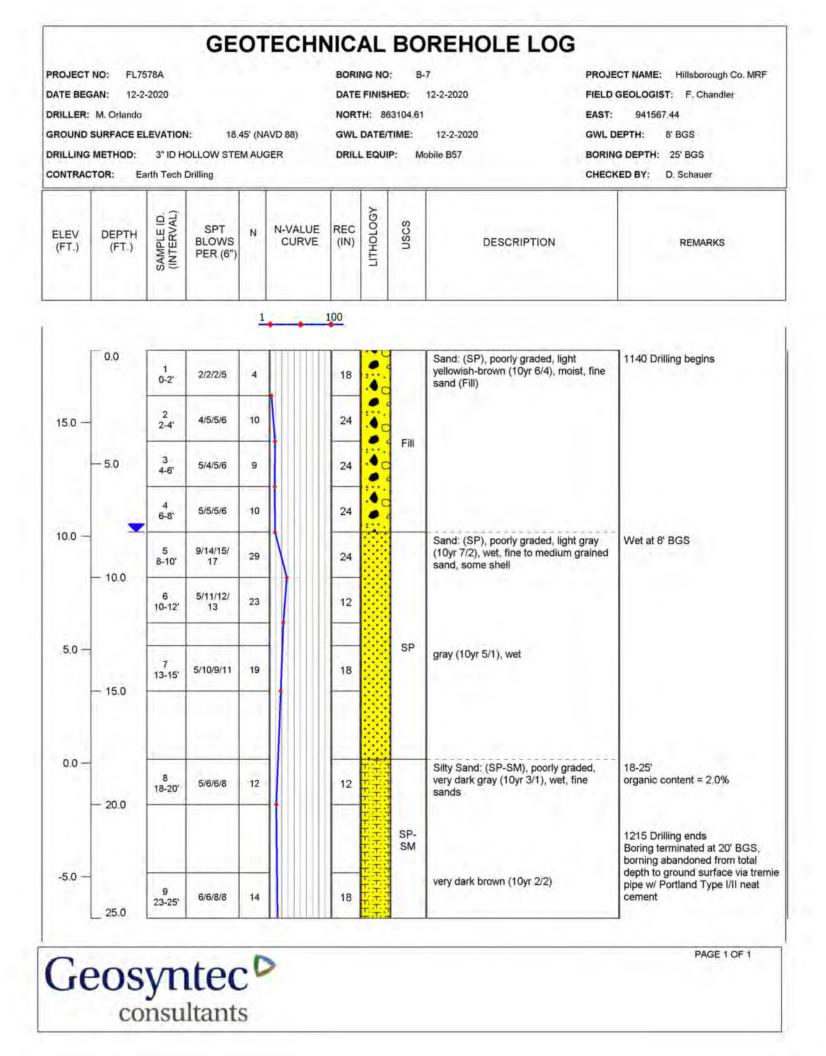


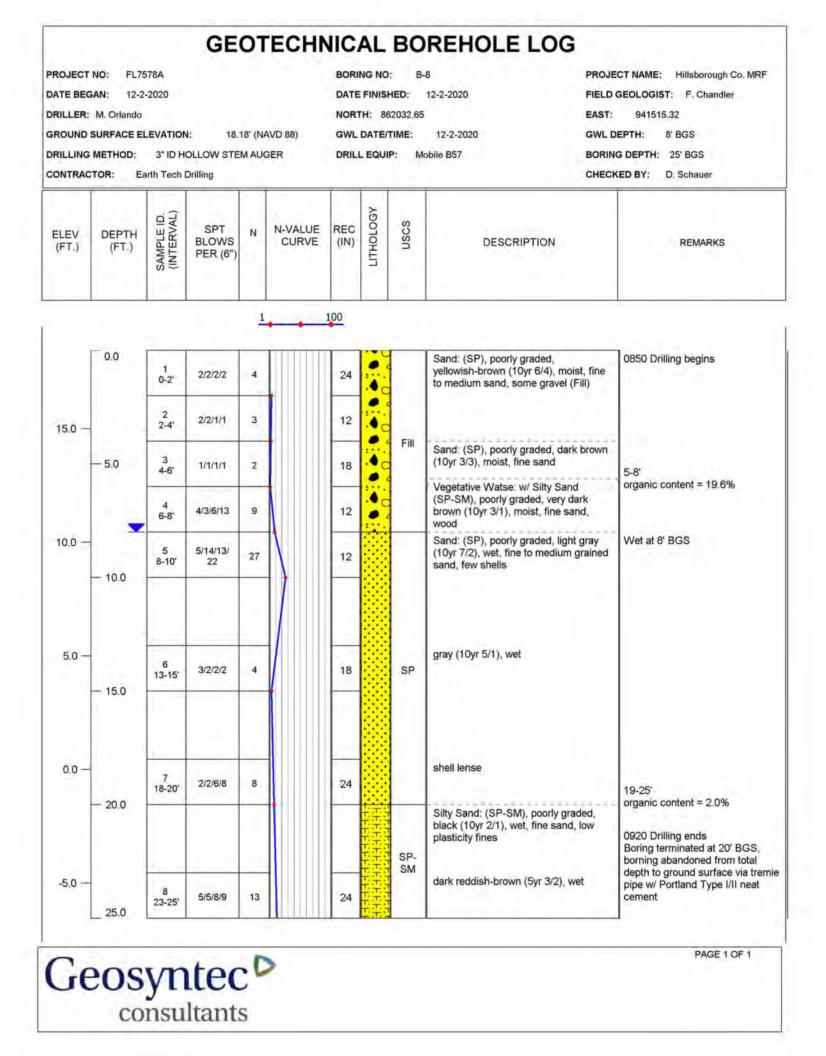












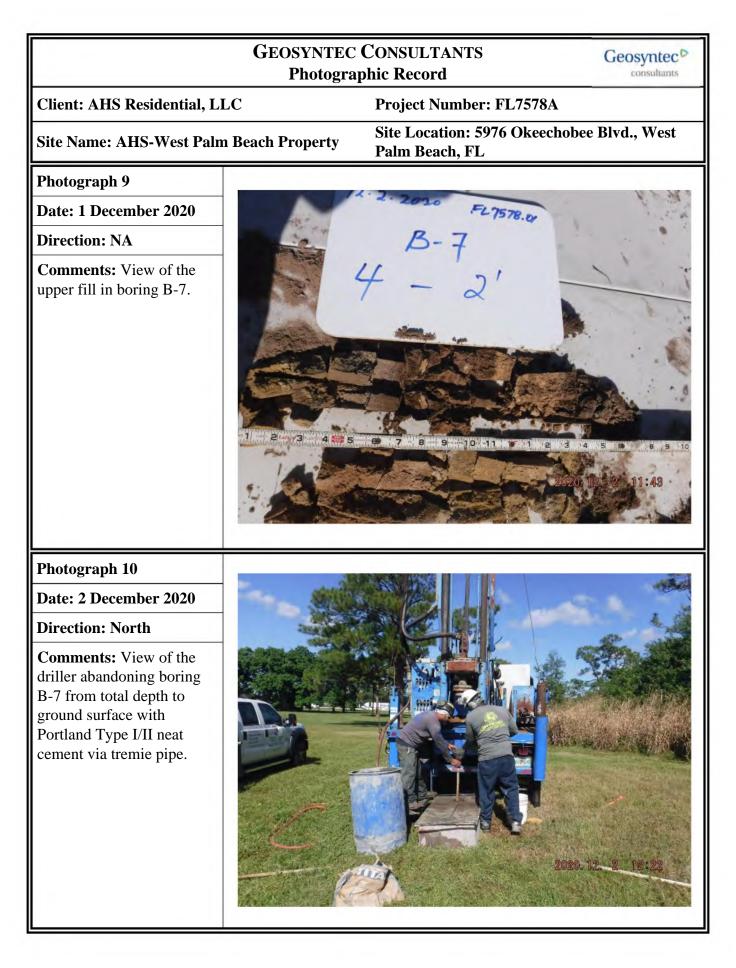
# ATTACHMENT B PHOTOGRAPHIC LOG

		CONSULTANTS						
Client: AHS Residential, LI	LC	Project Number: FL7578A Site Location: 5976 Okeechobee Blvd., West Palm Beach, FL						
Site Name: AHS-West Palm	Beach Property							
Photograph 1								
Date: 1 December 2020								
Direction: South								
<b>Comments:</b> View of the Terra Sonic drill rig setting up at the Boring B-1 in the Vegetative Debris Disposal Area.								
Photograph 2								
Date: 1 December 2020								
Direction: South			XXX					
<b>Comments:</b> View of the Boring B-1 sonic core transition from vegetative debris (fill) and poorly graded sand.								

		CONSULTANTS phic Record	Geosyntec Consultants
Client: AHS Residential, LL	ν <b>C</b>	Project Number: FL7578A	
Site Name: AHS-West Palm	Beach Property	Site Location: 5976 Okeecho Palm Beach, FL	obee Blvd., West
Photograph 3Date: 1 December 2020Direction: EastComments: View of the driller advancing sonic boring B-2 on the elevated cell of the vegetative debris			
disposal area.			20.12.1.10:44
Photograph 4			
Date: 1 December 2020			Call Control
Direction: NA Comments: View of the wood, root mass recovered in sonic boring B-2.		12/1/20 FL7578A B-2 O'-10'	20. 12.

		CONSULTANTS phic Record	
Client: AHS Residential, Ll	LC	Project Number: FL7578A	
Site Name: AHS-West Paln	n Beach Property	Site Location: 5976 Okeech Palm Beach, FL	obee Blvd., West
Photograph 5		Association and the second	
Date: 1 December 2020	This day		
Direction: South			
<b>Comments:</b> View of sonic boring B-4 interval 20 to 30 ft BLS.			
Photograph 6			
Date: 2 December 2020		Contractory -	and and the
Direction: NA Comments: View of the contact from waste and sand in boring B-8.		12.2.2020 FL7578.0 R-8 8'-6'	20.12 2 8.52

		CONSULTANTS phic Record	
Client: AHS Residential, LI	LC	Project Number: FL7578A	
Site Name: AHS-West Palm	Beach Property	Site Location: 5976 Okeecho Palm Beach, FL	bee Blvd., West
Photograph 7			
Date: 1 December 2020		F	
Direction: North		dist 1	
<b>Comments:</b> View of the Mobile B-57 Hollow stem auger drill rig advancing SPT boring B-8.			
Photograph 8			
Date: 2 December 2020			O.
Direction: North Comments: View of the Boring B-6 interval from 8 to 10-ft BLS.		12. d. 2020 FL7578.0 B-6 10 - 8' 202	0.12.2 10:34



# ATTACHMENT C1 GEOTECHNICAL LABORATORY DATA



#### Excel Geotechnical Testing, Inc. "Excellence in Testing"

#### 953 Forrest Street, Roswell, Georgia 30075 Tel: (770) 910 7537, www.excelgeotesting.com

# **Test Results Summary**

Project Name: AHS - West Palm Beach Project No.: 1014

Sample Inform	mation						Test Information								
Site Lab ID No.		Moisture Content ASTM			in Size Ana ASTM D 42			Atterberg Limits ASTM D 4318			Engine. Classifi. ASTM	i. Content	Dry Unit Weight Modified ASTM D 2937		Remarks
	D 2216	Gravel Content (%)	Sand Content (%)	Fines Content (%)	Silt Content (%)	Clay Content (%)	LL (-)	PL (-)	PI (-)	D 2487	D 2974	Dry Unit Weight (pcf)	Moisture Content (%)		
B1 (2-3.5)	20L001								.,		. /	. /	61.5	16.1	Note 1
B2 (9-10)	20L002								-				15.3	281.2	Note 1 &
B3 (8-10)	20L003												81.1	21.9	Note 1
B4 (19-20)	20L004												45.9	50.3	Note 1
B5 (8-10)	20L005												66.6	28.3	Note 1
B6 (0-9)	20L007	18.0							-	-	-	5.3	00.0	-0.5	Note 3
B8 (5-8)	20L008	63.9										19.6			Note 2
B4 (38-40) B2 (30-32)	20L009	22.8										0.8			
B6 (23-35) B7 (18-25) B8 (19-19.5) B8 (23-25)	20L010	22.1										2.0			

Notes:

1) Samples were shipped to the laboratory in plastic sleeves and were very disturbed upon arrival. The following procedure was used to obtain the Dry Unit Weight of each sample:

· Each side of the plastic sleeve was twisted tightly in an attempt to eliminate any visible and potential voids in the sample.

• The height and diameter were measured at several different locations along the sample, the thickness of the plastic sleeve was subtracted.

· The total weight of the sample with the plastic sleeve was measured.

• The sample was removed from the plastic sleeve and a portion was taken for moisture content determination.

• The weight of the clean plastic sleeve was measured in order to obtain the net weight of the sample.

2) Sample contained small pieces of wood.

3) Sample contained some pieces of broken glass.

12-10-2020 AAINSR



Excel Geotechnical Testing, Inc. "Excellence in Testing"

953 Forrest Street, Roswell, Georgia 30075 Tel: (770) 910 7537 Fax: (770) 910 7538

# LAST PAGE

#### **Test Applicability and Limitations:**

- The results are applicable only for the materials received at the laboratory and tested which may or may not be representative of the materials at the site.

#### **Storage Policy:**

- Uncontaminated Material: All samples (or what is left) will be archived for a period of 3 months from the date received. Thereafter the samples will be discarded unless a written request for extended storage is received. A rate of \$1.00 per sample per day will be applied after the initial 3 month storage period.

- Contaminated Material: All samples (or what is left) will be archived for a period of 3 months from the date received. Thereafter, the samples will be returned to the project manager or his/her designated receiver unless a written request for extended storage is received. A rate of \$1.30 per sample per day will be applied after the initial 3 months storage.

# ATTACHMENT C2 SOIL QUALITY LABORATORY DATA

# 🔅 eurofins

# Environment Testing America

# **ANALYTICAL REPORT**

### Eurofins TestAmerica, Tampa 6712 Benjamin Road Suite 100 Tampa, FL 33634 Tel: (813)885-7427

# Laboratory Job ID: 660-106282-1

Client Project/Site: AHS-Palm Beach Landfill Site Revision: 1

# For:

LINKS

Review your project results through

Total Access

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Ask-

The

www.eurofinsus.com/Env

Visit us at:

Expert

Geosyntec Consultants, Inc. 1200 Riverplace Boulevard Suite 710 Jacksonville, Florida 32207

# Attn: Mr. David J Latham

less / tom

Authorized for release by: 12/23/2020 4:11:17 PM

Jess Hornsby, Project Manager II (813)280-8340 Jess.Hornsby@Eurofinset.com

The test results in this report meet all 2003 NELAC, 2009 TNI, and 2016 TNI requirements for accredited parameters, exceptions are noted in this report. This report may not be reproduced except in full, and with written approval from the laboratory. For questions please contact the Project Manager at the e-mail address or telephone number listed on this page.

This report has been electronically signed and authorized by the signatory. Electronic signature is intended to be the legally binding equivalent of a traditionally handwritten signature.

Results relate only to the items tested and the sample(s) as received by the laboratory.

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# Sample Summary

### Client: Geosyntec Consultants, Inc. Project/Site: AHS-Palm Beach Landfill Site

Lab Sample ID	Client Sample ID	Matrix	Collected	Received	Asset ID
660-106282-1	B-1(4-6)	Solid	12/01/20 09:40	12/03/20 10:10	
660-106282-2	B-1(17.5-18)	Solid	12/01/20 09:45	12/03/20 10:10	
660-106282-3	B-1(18-18.5)	Solid	12/01/20 09:50	12/03/20 10:10	
660-106282-4	DPT-2(0-0.5)	Solid	12/02/20 10:30	12/03/20 10:10	
660-106282-5	DPT-2(0.5-2)	Solid	12/02/20 10:31	12/03/20 10:10	
660-106282-6	DPT-2(2-4)	Solid	12/02/20 10:32	12/03/20 10:10	
660-106282-7	DPT-2(4-6)	Solid	12/02/20 10:33	12/03/20 10:10	
660-106282-8	DPT-1(0-0.5)	Solid	12/02/20 11:20	12/03/20 10:10	
660-106282-9	DPT-1(0.5-2)	Solid	12/02/20 11:21	12/03/20 10:10	
660-106282-10	DPT-1(2-4)	Solid	12/02/20 11:22	12/03/20 10:10	
660-106282-11	DPT-1(4-6)	Solid	12/02/20 11:23	12/03/20 10:10	
660-106282-12	DPT-3(0-0.5)	Solid	12/02/20 12:35	12/03/20 10:10	
660-106282-13	DPT-3(0.5-2)	Solid	12/02/20 12:36	12/03/20 10:10	
660-106282-14	DPT-3(2-4)	Solid	12/02/20 12:37	12/03/20 10:10	
660-106282-15	DPT-3(4-6)	Solid	12/02/20 12:38	12/03/20 10:10	
660-106282-16	DPT-4(0-0.5)	Solid	12/02/20 13:05	12/03/20 10:10	
660-106282-17	DPT-4(0.5-2)	Solid	12/02/20 12:30	12/03/20 10:10	
660-106282-18	DPT-4(2-4)	Solid	12/02/20 13:07	12/03/20 10:10	
660-106282-19	DPT-4(4-6)	Solid	12/02/20 13:08	12/03/20 10:10	

Eurofins TestAmerica, Tampa

# **Detection Summary**

#### Client: Geosyntec Consultants, Inc. Project/Site: AHS-Palm Beach Landfill Site

# Client Sample ID: B-1(4-6)

# Lab Sample ID: 660-106282-1

Analyte	Result	Qualifier	RL	EDL	Unit	Dil Fac	D	Method	Prep Type
1,2,3,6,7,8-HxCDD	12	Ī	30	0.35	pg/g	5	¢	8290A	Total/NA
1,2,3,7,8,9-HxCDD	5.6	T	30	0.35	pg/g	5	¢	8290A	Total/NA
1,2,3,4,6,7,8-HpCDD	250		30	0.94	pg/g	5	₽	8290A	Total/NA
OCDD	2800		59	2.8	pg/g	5	₽	8290A	Total/NA
2,3,7,8-TCDF	3.7	I	5.9	1.9	pg/g	5	₽	8290A	Total/NA
1,2,3,7,8-PeCDF	5.1	IM	30		pg/g	5	₽	8290A	Total/NA
2,3,4,7,8-PeCDF	13	I	30		pg/g	5	₽	8290A	Total/NA
1,2,3,4,7,8-HxCDF	71		30	0.91	pg/g	5	₽	8290A	Total/NA
1,2,3,6,7,8-HxCDF	12		30	0.83		5		8290A	Total/NA
2,3,4,6,7,8-HxCDF	6.0	I	30	0.91		-		8290A	Total/NA
1,2,3,4,6,7,8-HpCDF	62		30	0.63		-		8290A	Total/NA
1,2,3,4,7,8,9-HpCDF	8.6	1	30	0.81				8290A	Total/NA
OCDF	82		59	0.65	pg/g	5	¢	8290A	Total/NA
Client Sample ID: B-1(1	7.5-18)					Lab Sa	am	ple ID: 6	60-106282-2
Analyte	Result	Qualifier	RL	EDL	Unit	Dil Fac	D	Method	Prep Type
2,3,7,8-TCDF	3.0	I	6.1	1.8	pg/g	5	¢	8290A	Total/NA
Client Sample ID: B-1(1	8-18.5)					Lab Sa	am	ple ID: 6	60-106282-3
No Detections.									
Client Sample ID: DPT-	2(0-0.5)					Lab Sa	am	ple ID: 6	60-106282-4
No Detections.									
Client Sample ID: DPT-	2(0.5-2)					Lab Sa	am	ple ID: 6	60-106282-5
No Detections.									
Client Sample ID: DPT-	2(2-4)					Lab Sa	am	ple ID: 6	60-106282-6
No Detections.									
Client Sample ID: DPT-	2(4-6)					Lab Sa	am	ple ID: 6	60-106282-7
No Detections.									

# Client Sample ID: DPT-1(0-0.5)

Analyte	Result	Qualifier	RL	EDL	Unit	Dil Fac	D	Method	Prep Type
1,2,3,4,7,8-HxCDD	0.28	IM	5.2	0.059	pg/g	1	Þ	8290A	Total/NA
1,2,3,6,7,8-HxCDD	0.39	IM	5.2	0.054	pg/g	1	₽	8290A	Total/NA
1,2,3,7,8,9-HxCDD	0.45	L	5.2	0.054	pg/g	1	¢	8290A	Total/NA
1,2,3,4,6,7,8-HpCDD	5.0	I	5.2	0.082	pg/g	1	₽	8290A	Total/NA
OCDD	27		10	0.14	pg/g	1	¢	8290A	Total/NA
2,3,7,8-TCDF	0.69	1	1.0	0.10	pg/g	1	¢	8290A	Total/NA
1,2,3,7,8-PeCDF	0.39	I	5.2	0.13	pg/g	1	₽	8290A	Total/NA
1,2,3,4,7,8-HxCDF	0.90	I	5.2	0.12	pg/g	1	¢	8290A	Total/NA
1,2,3,6,7,8-HxCDF	0.76	IM	5.2	0.11	pg/g	1	¢	8290A	Total/NA
2,3,4,6,7,8-HxCDF	0.97		5.2	0.12	pg/g	1	₽	8290A	Total/NA
1,2,3,4,6,7,8-HpCDF	3.3	I	5.2	0.083	pg/g	1	¢	8290A	Total/NA
1,2,3,4,7,8,9-HpCDF	0.20	IV	5.2	0.11	pg/g	1	₽	8290A	Total/NA
OCDF	2.4	I	10	0.096	pg/g	1	₽	8290A	Total/NA

This Detection Summary does not include radiochemical test results.

Eurofins TestAmerica, Tampa

Lab Sample ID: 660-106282-8

# **Detection Summary**

#### Client: Geosyntec Consultants, Inc. Project/Site: AHS-Palm Beach Landfill Site

#### Client Sample ID: DPT-1(0.5-2)

No Detections.

#### Client Sample ID: DPT-1(2-4)

No Detections.

#### Client Sample ID: DPT-1(4-6)

No Detections.

## Client Sample ID: DPT-3(0-0.5)

Analyte	Result	Qualifier	RL	EDL	Unit	Dil Fac	D	Method	Prep Type
2,3,7,8-TCDD	6.8		1.1	0.19	pg/g	1	¢	8290A	Total/NA
1,2,3,7,8-PeCDD	2.8	I	5.4	0.58	pg/g	1	¢	8290A	Total/NA
1,2,3,4,7,8-HxCDD	10		5.4	1.8	pg/g	1	₽	8290A	Total/NA
1,2,3,6,7,8-HxCDD	250		5.4	1.7	pg/g	1	₽	8290A	Total/NA
1,2,3,7,8,9-HxCDD	41		5.4	1.7	pg/g	1	¢	8290A	Total/NA
1,2,3,4,6,7,8-HpCDD	8800	L	24	24	pg/g	1	¢	8290A	Total/NA
OCDD	100000	L	110	110	pg/g	1	¢	8290A	Total/NA
1,2,3,4,7,8-HxCDF	140		12	12	pg/g	1	¢	8290A	Total/NA
1,2,3,6,7,8-HxCDF	52		11	11	pg/g	1	¢	8290A	Total/NA
2,3,4,6,7,8-HxCDF	56		12	12	pg/g	1	₽	8290A	Total/NA
1,2,3,4,6,7,8-HpCDF	6300	L	41	41	pg/g	1	¢	8290A	Total/NA
OCDF	15000	L	11	10	pg/g	1	₽	8290A	Total/NA
2,3,7,8-TCDF - RA	2.8		1.1	0.53	pg/g	1	¢	8290A	Total/NA
Arsenic	4.0		1.1	0.093	mg/Kg	1	¢	6010D	Total/NA
Barium	95		1.1	0.062	mg/Kg	1	¢	6010D	Total/NA
Cadmium	1.4		0.56	0.032	mg/Kg	1	¢	6010D	Total/NA
Chromium	20		1.1	0.22	mg/Kg	1	₽	6010D	Total/NA
Lead	190	J3	1.1	0.16	mg/Kg	1	₽	6010D	Total/NA

#### Client Sample ID: DPT-3(0.5-2)

#### Lab Sample ID: 660-106282-13

Lab Sample ID: 660-106282-14

Analyte	Result Qualifier	RL	EDL	Unit	Dil Fac	D	Method	Prep Type
2,3,7,8-TCDD	2.0	1.1	0.39	pg/g	1	₽	8290A	Total/NA
2,3,7,8-TCDF - RA	5.1	1.6	1.6	pg/g	1	₽	8290A	Total/NA
Arsenic	7.5	1.1	0.091	mg/Kg	1	₽	6010D	Total/NA
Barium	140	1.1	0.062	mg/Kg	1	₽	6010D	Total/NA
Cadmium	2.0	0.55	0.031	mg/Kg	1	₽	6010D	Total/NA
Chromium	20	1.1	0.22	mg/Kg	1	₽	6010D	Total/NA
Lead	490	1.1	0.16	mg/Kg	1	₽	6010D	Total/NA

#### Client Sample ID: DPT-3(2-4)

Analyte	Result C	Qualifier	RL	EDL	Unit	Dil Fac	D	Method	Prep Type
2,3,7,8-TCDF	0.99		1.0	0.15	pg/g	1	¢	8290A	Total/NA
Arsenic	1.7		1.1	0.088	mg/Kg	1	¢	6010D	Total/NA
Barium	25		1.1	0.059	mg/Kg	1	₽	6010D	Total/NA
Cadmium	0.26 I		0.53	0.030	mg/Kg	1	₽	6010D	Total/NA
Chromium	3.0		1.1	0.21	mg/Kg	1	¢	6010D	Total/NA
Lead	40		1.1	0.15	mg/Kg	1	¢	6010D	Total/NA

This Detection Summary does not include radiochemical test results.

- Lab Sample ID: 660-106282-9 3
- Lab Sample ID: 660-106282-10

# Lab Sample ID: 660-106282-11

# Lab Sample ID: 660-106282-12

12/23/2020 (Rev. 1)

# **Detection Summary**

#### Client: Geosyntec Consultants, Inc. Project/Site: AHS-Palm Beach Landfill Site

# Client Sample ID: DPT-3(4-6)

Analyte	Result	Qualifier	PQL	MDL	Unit	Dil Fac	D	Method	Prep Type
Arsenic	0.47	IV	1.2	0.099	mg/Kg	1	¢	6010D	Total/NA
Barium	3.8		1.2	0.066	mg/Kg	1	¢	6010D	Total/NA
Chromium	1.2		1.2	0.24	mg/Kg	1	¢	6010D	Total/NA
Lead	1.2		1.2	0.17	mg/Kg	1	¢	6010D	Total/NA

### Client Sample ID: DPT-4(0-0.5)

Analyte	Result Q	ualifier	RL	EDL	Unit	Dil Fac	D	Method	Prep Type
2,3,7,8-TCDF	0.96 I		1.1	0.13	pg/g	1	¢	8290A	Total/NA
Arsenic	1.3		1.1	0.091	mg/Kg	1	₽	6010D	Total/NA
Barium	24		1.1	0.062	mg/Kg	1	₽	6010D	Total/NA
Cadmium	0.18 I		0.55	0.031	mg/Kg	1	₽	6010D	Total/NA
Chromium	7.5		1.1	0.22	mg/Kg	1	₽	6010D	Total/NA
Lead	28		1.1	0.16	mg/Kg	1	¢	6010D	Total/NA

### Client Sample ID: DPT-4(0.5-2)

#### Analyte **Result Qualifier** RL EDL Unit Dil Fac D Method Prep Type 1,2,3,4,7,8-HxCDD 1.5 I 7.0 0.25 pg/g ¢ 8290A 1 Total/NA 1,2,3,6,7,8-HxCDD 5.5 I 7.0 0.23 pg/g 8290A 1 ☆ Total/NA 1,2,3,7,8,9-HxCDD 5.6 I 7.0 1 ☆ 8290A Total/NA 0.23 pg/g 89 7.0 Total/NA 1,2,3,4,6,7,8-HpCDD 0.74 1 ☆ 8290A pg/g OCDD 510 8290A Total/NA 14 0.98 pg/g 1 ☆ 2,3,4,7,8-PeCDF 1.8 IM 7.0 0.57 pg/g 1 Æ 8290A Total/NA 4.5 I 7.0 8290A Total/NA 1,2,3,4,7,8-HxCDF 0.43 pg/g 1 ☆ 1,2,3,6,7,8-HxCDF 2.4 I 7.0 0.39 ₽ 8290A Total/NA pg/g 1 2.7 I 7.0 0.43 pg/g 8290A Total/NA 2,3,4,6,7,8-HxCDF 1 ☆ 1,2,3,4,6,7,8-HpCDF 18 7.0 0.36 pg/g 1 ¢ 8290A Total/NA 1,2,3,4,7,8,9-HpCDF 0.89 IV 7.0 8290A Total/NA 0.46 pg/g 1 🌣 OCDF 23 14 0.21 pg/g 1 ₽ 8290A Total/NA 2,3,7,8-TCDF - RA 4.3 1.4 0.29 pg/g 1 Æ 8290A Total/NA Total/NA Arsenic 4.7 1.4 0.11 mg/Kg 1 ₽ 6010D Barium 77 Total/NA 1.4 0.076 mg/Kg 1 ☆ 6010D Cadmium 1.2 0.68 0.038 mg/Kg Total/NA 1 ☆ 6010D Chromium 12 1.4 0.27 mg/Kg 1 🌣 6010D Total/NA Lead 110 1.4 0.20 mg/Kg 1 🌣 6010D Total/NA

## Client Sample ID: DPT-4(2-4)

## Lab Sample ID: 660-106282-18

Analyte	Result	Qualifier	RL	EDL	Unit	Dil Fac	D	Method	Prep Type
2,3,7,8-TCDD	2.8		1.2	0.30	pg/g	1	¢	8290A	Total/NA
1,2,3,7,8-PeCDD	1.3	IM	5.8	0.40	pg/g	1	¢	8290A	Total/NA
1,2,3,4,7,8-HxCDD	1.5	Ι	5.8	0.21	pg/g	1	¢	8290A	Total/NA
1,2,3,6,7,8-HxCDD	5.8		5.8	0.19	pg/g	1	¢	8290A	Total/NA
1,2,3,7,8,9-HxCDD	5.4	I	5.8	0.19	pg/g	1	¢	8290A	Total/NA
1,2,3,4,6,7,8-HpCDD	140		5.8	0.90	pg/g	1	₽	8290A	Total/NA
OCDD	930		12	1.5	pg/g	1	¢	8290A	Total/NA
1,2,3,7,8-PeCDF	1.5	I	5.8	0.38	pg/g	1	¢	8290A	Total/NA
2,3,4,7,8-PeCDF	2.1	I	5.8	0.40	pg/g	1	¢	8290A	Total/NA
1,2,3,4,7,8-HxCDF	3.9	1	5.8	0.28	pg/g	1	¢	8290A	Total/NA
1,2,3,6,7,8-HxCDF	2.2	I	5.8	0.26	pg/g	1	¢	8290A	Total/NA
2,3,4,6,7,8-HxCDF	2.1	I	5.8	0.28	pg/g	1	¢	8290A	Total/NA

This Detection Summary does not include radiochemical test results.

Eurofins TestAmerica, Tampa

Lab Sample ID: 660-106282-15

Lab Sample ID: 660-106282-16

Lab Sample ID: 660-106282-17

# 3 4 5 6 7 8 9 10 11 12 12

# Client Sample ID: DPT-4(2-4) (Continued)

# Lab Sample ID: 660-106282-18

Lab Sample ID: 660-106282-19

Analyte	Result	Qualifier	RL	EDL	Unit	Dil Fac	D	Method	Prep Type	
1,2,3,7,8,9-HxCDF	0.98	IV	5.8	0.33	pg/g	1	¢	8290A	Total/NA	4
1,2,3,4,6,7,8-HpCDF	14		5.8	0.30	pg/g	1	¢	8290A	Total/NA	
1,2,3,4,7,8,9-HpCDF	1.2	I	5.8	0.39	pg/g	1	¢	8290A	Total/NA	5
OCDF	20		12	0.14	pg/g	1	¢	8290A	Total/NA	
2,3,7,8-TCDF - RA	3.4		1.2	0.19	pg/g	1	¢	8290A	Total/NA	
Arsenic	5.0		1.1	0.092	mg/Kg	1	¢	6010D	Total/NA	
Barium	110		1.1	0.062	mg/Kg	1	¢	6010D	Total/NA	
Cadmium	1.6		0.56	0.031	mg/Kg	1	¢	6010D	Total/NA	
Chromium	27		1.1	0.22	mg/Kg	1	¢	6010D	Total/NA	8
Lead	290		1.1	0.16	mg/Kg	1	¢	6010D	Total/NA	-0

# Client Sample ID: DPT-4(4-6)

Analyte	Result	Qualifier	PQL	MDL	Unit	Dil Fac	D	Method	Ргер Туре
Barium	5.3		1.3	0.073	mg/Kg	1	₽	6010D	Total/NA
Chromium	0.56	I	1.3	0.26	mg/Kg	1	₽	6010D	Total/NA
Lead	0.60	I	1.3	0.19	mg/Kg	1	₽	6010D	Total/NA

This Detection Summary does not include radiochemical test results.

### Job ID: 660-106282-1

#### Laboratory: Eurofins TestAmerica, Tampa

#### Narrative

#### Revision

This report was revised at the client's request on December 23, 2020 to report the full list of dioxins/furans for the following samples: B-1(4-6) (660-106282-1), DPT-1(0-0.5) (660-106282-8), DPT-3(0-0.5) (660-106282-12), DPT-4(0.5-2) (660-106282-17) and DPT-4(2-4) (660-106282-18).

#### Receipt

The samples were received on 12/3/2020 10:10 AM; the samples arrived in good condition, and where required, properly preserved and on ice. The temperature of the cooler at receipt was 0.9° C.

#### Dioxin

Method 8290A: The following samples were diluted due to the nature of the sample matrix: B-1(4-6) (660-106282-1) and B-1(17.5-18) (660-106282-2). Elevated reporting limits (RLs) are provided.

Method 8290A: The concentration of one or more analytes associated with the following sample exceeded the instrument calibration range: DPT-3(0-0.5) (660-106282-12). These analytes have been qualified; however, the peaks did not saturate the instrument detector. Historical data indicate that for the isotope dilution method, dilution and re-analysis will not produce significantly different results from those reported above the calibration range.

Method 8290A: The following sample exhibited elevated noise or matrix interferences for one or more analytes causing elevation of the detection limit (EDL): DPT-3(0-0.5) (660-106282-12). The reporting limit (RL) for the affected analytes has been raised to be equal to the EDL.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.

#### Metals

Method 6010D: The matrix spike / matrix spike duplicate (MS/MSD) recoveries for Pb (lead) in preparation batch 660-231706 and analytical batch 660-231778 were outside control limits. Sample matrix interference is suspected because the associated laboratory control sample (LCS) recovery was within acceptance limits.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.

#### **General Chemistry**

No analytical or quality issues were noted, other than those described in the Definitions/Glossary page.

#### **Dioxin Prep**

Method 8290: The following sample appeared to be yellow in color after extraction and concentration: B-1(4-6) (660-106282-1).

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.

# **Definitions/Glossary**

Client: Geosyntec Consultants, Inc. Project/Site: AHS-Palm Beach Landfill Site

Job ID: 660-106282-1

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# Qualifiers

Dioxin Qualifier	Qualifier Description
1	The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.
L	Off-scale high. Actual value is known to be greater than the value given.
М	Presence of material is verified but not quantified; the actual value is less than the value given.
U	Indicates that the compound was analyzed for but not detected.
V	Indicates that the analyte was detected at or above the method detection limit in both the sample and the associated method blank and the value of 10 times the blank value was equal to or greater than the associated sample value.
Metals Qualifier	Qualifier Description
I	The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.
J3	Estimated value; value may not be accurate. Spike recovery or RPD outside of criteria.
U	Indicates that the compound was analyzed for but not detected.
V	Indicates that the analyte was detected at or above the method detection limit in both the sample and the associated method blank and the value of 10 times the blank value was equal to or greater than the associated sample value.

### Glossary

Metals Qualifier	Qualifier Description
	The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.
J3	Estimated value; value may not be accurate. Spike recovery or RPD outside of criteria.
J	Indicates that the compound was analyzed for but not detected.
v	Indicates that the analyte was detected at or above the method detection limit in both the sample and the associated method blank and the
v	value of 10 times the blank value was equal to or greater than the associated sample value.
Glossary	
Abbreviation	These commonly used abbreviations may or may not be present in this report.
¤	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CFU	Colony Forming Unit
CNF	Contains No Free Liquid
DER	Duplicate Error Ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL	Detection Limit (DoD/DOE)
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision Level Concentration (Radiochemistry)
EDL	Estimated Detection Limit (Dioxin)
LOD	Limit of Detection (DoD/DOE)
LOQ	Limit of Quantitation (DoD/DOE)
MCL	EPA recommended "Maximum Contaminant Level"
MDA	Minimum Detectable Activity (Radiochemistry)
MDC	Minimum Detectable Concentration (Radiochemistry)
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
MPN	Most Probable Number
MQL	Method Quantitation Limit
NC	Not Calculated
ND	Not Detected at the reporting limit (or MDL or EDL if shown)
NEG	Negative / Absent
POS	Positive / Present
PQL	Practical Quantitation Limit
PRES	Presumptive
QC	Quality Control
RER	Relative Error Ratio (Radiochemistry)
٦L	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)
TNTC	Too Numerous To Count

# **Client Sample Results**

Client: Geosyntec Consultants, Inc. Project/Site: AHS-Palm Beach Landfill Site

#### Client Sample ID: B-1(4-6) Date Collected: 12/01/20 09:40 Date Received: 12/03/20 10:10

Job ID: 660-106282-	Job	ID:	660-	1062	82-1
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### Lab Sample ID: 660-106282-1 Matrix: Solid

Percent Solids: 87.2

Analyte	Result	Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
2,3,7,8-TCDD	0.44	U	5.9	0.44	pg/g	¢	12/04/20 14:22	12/09/20 05:53	5
1,2,3,7,8-PeCDD	0.47	U	30	0.47	pg/g	¢	12/04/20 14:22	12/09/20 05:53	5
1,2,3,4,7,8-HxCDD	0.39	U	30	0.39	pg/g	¢	12/04/20 14:22	12/09/20 05:53	5
1,2,3,6,7,8-HxCDD	12		30	0.35	pg/g	¢	12/04/20 14:22	12/09/20 05:53	5
1,2,3,7,8,9-HxCDD	5.6	1	30	0.35	pg/g	¢	12/04/20 14:22	12/09/20 05:53	5
1,2,3,4,6,7,8-HpCDD	250		30	0.94	pg/g	¢	12/04/20 14:22	12/09/20 05:53	5
OCDD	2800		59	2.8	pg/g	₽	12/04/20 14:22	12/09/20 05:53	5
2,3,7,8-TCDF	3.7	1	5.9	1.9	pg/g	¢	12/04/20 14:22	12/09/20 05:53	5
1,2,3,7,8-PeCDF	5.1	IM	30	1.3	pg/g	¢	12/04/20 14:22	12/09/20 05:53	5
2,3,4,7,8-PeCDF	13	T	30	1.4	pg/g	☆	12/04/20 14:22	12/09/20 05:53	5
1,2,3,4,7,8-HxCDF	71		30	0.91	pg/g	¢	12/04/20 14:22	12/09/20 05:53	5
1,2,3,6,7,8-HxCDF	12	1	30	0.83	pg/g	¢	12/04/20 14:22	12/09/20 05:53	5
2,3,4,6,7,8-HxCDF	6.0		30	0.91	pg/g	₽	12/04/20 14:22	12/09/20 05:53	5
1,2,3,7,8,9-HxCDF	1.1	U	30	1.1	pg/g	¢	12/04/20 14:22	12/09/20 05:53	5
1,2,3,4,6,7,8-HpCDF	62		30	0.63	pg/g	☆	12/04/20 14:22	12/09/20 05:53	5
1,2,3,4,7,8,9-HpCDF	8.6	I	30	0.81	pg/g	☆	12/04/20 14:22	12/09/20 05:53	5
OCDF	82		59	0.65	pg/g	¢	12/04/20 14:22	12/09/20 05:53	5
Isotope Dilution	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
13C-2,3,7,8-TCDD	76		40 - 135				12/04/20 14:22	12/09/20 05:53	5
13C-1,2,3,7,8-PeCDD	82		40 - 135				12/04/20 14:22	12/09/20 05:53	5
13C-1,2,3,6,7,8-HxCDD	53		40 - 135				12/04/20 14:22	12/09/20 05:53	5
13C-1,2,3,4,6,7,8-HpCDD	73		40 - 135				12/04/20 14:22	12/09/20 05:53	5
13C-OCDD	75		40 - 135				12/04/20 14:22	12/09/20 05:53	5
13C-2,3,7,8-TCDF	73		40 - 135				12/04/20 14:22	12/09/20 05:53	5
13C-1,2,3,7,8-PeCDF	74		40 - 135				12/04/20 14:22	12/09/20 05:53	5
13C-1,2,3,4,7,8-HxCDF	77		40 - 135				12/04/20 14:22	12/09/20 05:53	5
13C-1,2,3,4,6,7,8-HpCDF	74		40 - 135				12/04/20 14:22	12/09/20 05:53	5
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
37Cl4-2,3,7,8-TCDD	93						12/04/20 14:22	12/09/20 05:53	5

Job ID: 660-106282-1

Percent Solids: 80.9

Matrix: Solid

Lab Sample ID: 660-106282-2

# Client Sample ID: B-1(17.5-18) Date Collected: 12/01/20 09:45 Date Received: 12/03/20 10:10

Analyte	Result	Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
2,3,7,8-TCDD	0.54	U	6.1	0.54	pg/g	¢	12/04/20 14:22	12/09/20 06:41	5
2,3,7,8-TCDF	3.0	I.	6.1	1.8	pg/g	¢	12/04/20 14:22	12/09/20 06:41	5
Isotope Dilution	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
13C-2,3,7,8-TCDD	81		40 - 135				12/04/20 14:22	12/09/20 06:41	5
13C-2,3,7,8-TCDF	83		40 - 135				12/04/20 14:22	12/09/20 06:41	5

# Client Sample ID: B-1(18-18.5) Date Collected: 12/01/20 09:50 Date Received: 12/03/20 10:10

Analyte	Result	Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
2,3,7,8-TCDD	0.085	U	1.1	0.085	pg/g	¢	12/04/20 14:22	12/08/20 04:45	1
2,3,7,8-TCDF	0.059	U	1.1	0.059	pg/g	₽	12/04/20 14:22	12/08/20 04:45	1
Isotope Dilution	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
13C-2,3,7,8-TCDD	78		40 - 135				12/04/20 14:22	12/08/20 04:45	1
13C-2,3,7,8-TCDF	78		40 - 135				12/04/20 14:22	12/08/20 04:45	1

# Lab Sample ID: 660-106282-3

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Eurofins TestAmerica, Tampa

Job ID: 660-106282-1 Matrix: Solid Percent Solids: 88.7

# Client Sample ID: DPT-2(0-0.5) Date Collected: 12/02/20 10:30 Date Received: 12/03/20 10:10

Analyte	Result	Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
2,3,7,8-TCDD	0.079	U	1.2	0.079	pg/g	¢	12/04/20 14:22	12/08/20 09:24	1
2,3,7,8-TCDF	0.049	U	1.2	0.049	pg/g	☆	12/04/20 14:22	12/08/20 09:24	1
Isotope Dilution	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
13C-2,3,7,8-TCDD	79		40 - 135				12/04/20 14:22	12/08/20 09:24	1
13C-2.3.7.8-TCDF	74		40 - 135				12/04/20 14:22	12/08/20 09:24	1

Eurofins TestAmerica, Tampa

Job ID: 660-106282-1

# Lab Sample ID: 660-106282-4 Matrix: Solid

Percent Solids: 84.1

# Client Sample ID: DPT-2(0.5-2) Date Collected: 12/02/20 10:31 Date Received: 12/03/20 10:10

Analyte	Result	Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
2,3,7,8-TCDD	0.071	U	1.1	0.071	pg/g	¢	12/04/20 14:22	12/08/20 10:12	1
2,3,7,8-TCDF	0.047	U	1.1	0.047	pg/g	₽	12/04/20 14:22	12/08/20 10:12	1
Isotope Dilution	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
13C-2,3,7,8-TCDD	79		40 - 135				12/04/20 14:22	12/08/20 10:12	1
13C-2,3,7,8-TCDF	76		40 - 135				12/04/20 14:22	12/08/20 10:12	1

Job ID: 660-106282-1

# Matrix: Solid Percent Solids: 92.0

Lab Sample ID: 660-106282-5

Eurofins TestAmerica, Tampa

ID: DPT-2(0.5-2) 2/02/20 10:31

Job ID: 660-106282-1

Percent Solids: 94.4

Matrix: Solid

Lab Sample ID: 660-106282-6

# Client Sample ID: DPT-2(2-4) Date Collected: 12/02/20 10:32 Date Received: 12/03/20 10:10

Analyte	Result	Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
2,3,7,8-TCDD	0.089	U	1.1	0.089	pg/g	¢	12/04/20 14:22	12/08/20 11:00	1
2,3,7,8-TCDF	0.038	U	1.1	0.038	pg/g	₽	12/04/20 14:22	12/08/20 11:00	1
Isotope Dilution	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
13C-2,3,7,8-TCDD	75		40 - 135				12/04/20 14:22	12/08/20 11:00	1
13C-2,3,7,8-TCDF	69		40 - 135				12/04/20 14:22	12/08/20 11:00	1

Job ID: 660-106282-1

Percent Solids: 79.8

Matrix: Solid

Lab Sample ID: 660-106282-7

# Client Sample ID: DPT-2(4-6) Date Collected: 12/02/20 10:33 Date Received: 12/03/20 10:10

#### Method: 8290A - Dioxins and Furans (HRGC/HRMS) Analyte **Result Qualifier** RL EDL Unit D Prepared Analyzed Dil Fac 0.073 pg/g 2,3,7,8-TCDD 0.073 U 1.1 ₽ 12/04/20 14:22 12/08/20 11:48 1 2,3,7,8-TCDF 0.050 U ☆ 12/04/20 14:22 12/08/20 11:48 0.050 pg/g 1.1 1 Isotope Dilution %Recovery Qualifier Prepared Analyzed Dil Fac Limits 12/04/20 14:22 12/08/20 11:48 13C-2,3,7,8-TCDD 40 - 135 79 1 13C-2,3,7,8-TCDF 74 40 - 135 12/04/20 14:22 12/08/20 11:48 1

Client: Geosyntec Consultants, Inc. Project/Site: AHS-Palm Beach Landfill Site

# Client Sample ID: DPT-1(0-0.5) Date Collected: 12/02/20 11:20 Date Received: 12/03/20 10:10

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# ple ID: 660-106282-8

# Lab Sample ID: 660-106282-8 Matrix: Solid

Percent Solids: 94.3

Analyte	Result	Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
2,3,7,8-TCDD	0.082	U	1.0	0.082	pg/g		12/04/20 14:22	12/08/20 12:36	1
1,2,3,7,8-PeCDD	0.10	U	5.2	0.10	pg/g	¢	12/04/20 14:22	12/08/20 12:36	1
1,2,3,4,7,8-HxCDD	0.28	IM	5.2	0.059		¢	12/04/20 14:22	12/08/20 12:36	1
1,2,3,6,7,8-HxCDD	0.39	IM	5.2	0.054	pg/g	¢	12/04/20 14:22	12/08/20 12:36	1
1,2,3,7,8,9-HxCDD	0.45	1	5.2	0.054	pg/g	¢	12/04/20 14:22	12/08/20 12:36	1
1,2,3,4,6,7,8-HpCDD	5.0	1	5.2	0.082	pg/g	¢	12/04/20 14:22	12/08/20 12:36	1
OCDD	27		10	0.14	pg/g	¢	12/04/20 14:22	12/08/20 12:36	1
2,3,7,8-TCDF	0.69	1	1.0	0.10	pg/g	¢	12/04/20 14:22	12/08/20 12:36	1
1,2,3,7,8-PeCDF	0.39	1	5.2	0.13	pg/g	¢	12/04/20 14:22	12/08/20 12:36	1
2,3,4,7,8-PeCDF	0.14	U	5.2	0.14	pg/g	¢	12/04/20 14:22	12/08/20 12:36	1
1,2,3,4,7,8-HxCDF	0.90	1	5.2	0.12	pg/g	¢	12/04/20 14:22	12/08/20 12:36	1
1,2,3,6,7,8-HxCDF	0.76	IM	5.2	0.11	pg/g	¢	12/04/20 14:22	12/08/20 12:36	1
2,3,4,6,7,8-HxCDF	0.97		5.2	0.12	pg/g	₽	12/04/20 14:22	12/08/20 12:36	1
1,2,3,7,8,9-HxCDF	0.14	U	5.2	0.14	pg/g	¢	12/04/20 14:22	12/08/20 12:36	1
1,2,3,4,6,7,8-HpCDF	3.3	1	5.2	0.083	pg/g	¢	12/04/20 14:22	12/08/20 12:36	1
1,2,3,4,7,8,9-HpCDF	0.20	IV	5.2	0.11	pg/g	₽	12/04/20 14:22	12/08/20 12:36	1
OCDF	2.4	1	10	0.096	pg/g	¢	12/04/20 14:22	12/08/20 12:36	1
sotope Dilution	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
13C-2,3,7,8-TCDD	77		40 - 135				12/04/20 14:22	12/08/20 12:36	1
13C-1,2,3,7,8-PeCDD	74		40 - 135				12/04/20 14:22	12/08/20 12:36	1
13C-1,2,3,6,7,8-HxCDD	79		40 - 135				12/04/20 14:22	12/08/20 12:36	1
13C-1,2,3,4,6,7,8-HpCDD	83		40 - 135				12/04/20 14:22	12/08/20 12:36	1
13C-OCDD	92		40 - 135				12/04/20 14:22	12/08/20 12:36	1
13C-2,3,7,8-TCDF	72		40 - 135				12/04/20 14:22	12/08/20 12:36	1
13C-1,2,3,7,8-PeCDF	75		40 - 135				12/04/20 14:22	12/08/20 12:36	1
13C-1,2,3,4,7,8-HxCDF	67		40 - 135				12/04/20 14:22	12/08/20 12:36	1
13C-1,2,3,4,6,7,8-HpCDF	79		40 - 135				12/04/20 14:22	12/08/20 12:36	1
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
37Cl4-2,3,7,8-TCDD	89						12/04/20 14:22	12/08/20 12:36	1

# Client Sample ID: DPT-1(0.5-2) Date Collected: 12/02/20 11:21 Date Received: 12/03/20 10:10

Analyte	Result	Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
2,3,7,8-TCDD	0.077	U	1.1	0.077	pg/g	¢	12/04/20 14:22	12/08/20 13:23	1
2,3,7,8-TCDF	0.11	U	1.1	0.11	pg/g	₽	12/04/20 14:22	12/08/20 13:23	1
Isotope Dilution	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
13C-2,3,7,8-TCDD	69		40 - 135				12/04/20 14:22	12/08/20 13:23	1
13C-2,3,7,8-TCDF	68		40 - 135				12/04/20 14:22	12/08/20 13:23	1

# Lab Sample ID: 660-106282-9 Matrix: Solid

Percent Solids: 91.1

Eurofins TestAmerica, Tampa

Job ID: 660-106282-1

Job ID: 660-106282-1

Percent Solids: 92.1

Matrix: Solid

Lab Sample ID: 660-106282-10

# Client Sample ID: DPT-1(2-4) Date Collected: 12/02/20 11:22 Date Received: 12/03/20 10:10

#### Method: 8290A - Dioxins and Furans (HRGC/HRMS) Analyte **Result Qualifier** RL EDL Unit D Prepared Dil Fac Analyzed 2,3,7,8-TCDD 0.042 U 1.1 × 12/04/20 14:22 12/08/20 18:03 0.042 pg/g 1 2,3,7,8-TCDF 0.031 U 12/04/20 14:22 12/08/20 18:03 0.031 pg/g 1.1 1 Isotope Dilution %Recovery Qualifier Prepared Dil Fac Limits Analyzed 13C-2,3,7,8-TCDD 12/04/20 14:22 12/08/20 18:03 70 40 - 135 1 13C-2,3,7,8-TCDF 69 40 - 135 12/04/20 14:22 12/08/20 18:03 1

Job ID: 660-106282-1

Percent Solids: 95.2

Matrix: Solid

Lab Sample ID: 660-106282-11

# Client Sample ID: DPT-1(4-6) Date Collected: 12/02/20 11:23 Date Received: 12/03/20 10:10

#### Method: 8290A - Dioxins and Furans (HRGC/HRMS) Analyte **Result Qualifier** RL EDL Unit D Prepared Dil Fac Analyzed 2,3,7,8-TCDD 0.057 U 1.1 ₽ 12/04/20 14:22 12/08/20 18:51 0.057 pg/g 1 2,3,7,8-TCDF 0.088 U 12/04/20 14:22 12/08/20 18:51 0.088 pg/g 1.1 1 Isotope Dilution %Recovery Qualifier Prepared Dil Fac Limits Analyzed 13C-2,3,7,8-TCDD 12/04/20 14:22 12/08/20 18:51 72 40 - 135 1 13C-2,3,7,8-TCDF 69 40 - 135 12/04/20 14:22 12/08/20 18:51 1

Client: Geosyntec Consultants, Inc. Project/Site: AHS-Palm Beach Landfill Site

# Client Sample ID: DPT-3(0-0.5) Date Collected: 12/02/20 12:35 Date Received: 12/03/20 10:10

Lead

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# Lab Sample ID: 660-106282-12 Matrix: Solid

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Percent Solids: 89.5

Analyte	Result	Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
2,3,7,8-TCDD	6.8		1.1	0.19	pg/g	¢	12/04/20 14:22	12/08/20 19:39	1
I,2,3,7,8-PeCDD	2.8	1	5.4	0.58	pg/g	¢	12/04/20 14:22	12/08/20 19:39	1
1,2,3,4,7,8-HxCDD	10		5.4	1.8	pg/g	¢	12/04/20 14:22	12/08/20 19:39	1
1,2,3,6,7,8-HxCDD	250		5.4	1.7	pg/g	¢	12/04/20 14:22	12/08/20 19:39	
1,2,3,7,8,9-HxCDD	41		5.4	1.7	pg/g	¢	12/04/20 14:22	12/08/20 19:39	
1,2,3,4,6,7,8-HpCDD	8800	L	24	24	pg/g	¢	12/04/20 14:22	12/08/20 19:39	
OCDD	100000	L	110	110	pg/g	¢	12/04/20 14:22	12/08/20 19:39	
1,2,3,7,8-PeCDF	1.8	U	5.4	1.8	pg/g	¢	12/04/20 14:22	12/08/20 19:39	
2,3,4,7,8-PeCDF	1.9	U	5.4	1.9	pg/g	¢	12/04/20 14:22	12/08/20 19:39	
1,2,3,4,7,8-HxCDF	140		12	12	pg/g	₽	12/04/20 14:22	12/08/20 19:39	
1,2,3,6,7,8-HxCDF	52		11	11	pg/g	¢	12/04/20 14:22	12/08/20 19:39	
2,3,4,6,7,8-HxCDF	56		12	12	pg/g	☆	12/04/20 14:22	12/08/20 19:39	
1,2,3,7,8,9-HxCDF	14	U	14	14	pg/g	₿	12/04/20 14:22	12/08/20 19:39	
1,2,3,4,6,7,8-HpCDF	6300	L	41	41	pg/g	¢	12/04/20 14:22	12/08/20 19:39	
1,2,3,4,7,8,9-HpCDF	53	U	53	53	pg/g	¢	12/04/20 14:22	12/08/20 19:39	
OCDF	15000	L	11	10	pg/g	₽	12/04/20 14:22	12/08/20 19:39	
sotope Dilution	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fa
13C-2,3,7,8-TCDD	72		40 - 135					12/08/20 19:39	
13C-1,2,3,7,8-PeCDD	75		40 - 135					12/08/20 19:39	
13C-1,2,3,6,7,8-HxCDD	77		40 - 135					12/08/20 19:39	
13C-1,2,3,4,6,7,8-HpCDD	100		40 - 135					12/08/20 19:39	
13C-OCDD	118		40 - 135					12/08/20 19:39	
13C-1,2,3,7,8-PeCDF	75		40 - 135				12/04/20 14:22	12/08/20 19:39	
13C-1,2,3,4,7,8-HxCDF	69		40 - 135				12/04/20 14:22	12/08/20 19:39	
13C-1,2,3,4,6,7,8-HpCDF	93		40 - 135				12/04/20 14:22	12/08/20 19:39	
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fa
37Cl4-2,3,7,8-TCDD	84						12/04/20 14:22	12/08/20 19:39	
Method: 8290A - Dioxins and									
Analyte		Qualifier	RL		Unit	D	Prepared	Analyzed	Dil Fa
2,3,7,8-TCDF	2.8		1.1	0.53	pg/g	¢	12/04/20 14:22	12/10/20 20:51	
sotope Dilution	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fa
13C-2,3,7,8-TCDF	75		40 - 135				12/04/20 14:22	12/10/20 20:51	
Method: 6010D - Metals (ICP)									
Analyte		Qualifier	PQL	MDL		D	Prepared	Analyzed	Dil Fa
Arsenic	4.0		1.1		mg/Kg	☆	12/09/20 10:39	12/10/20 10:56	
Barium	95		1.1		mg/Kg	¢	12/09/20 10:39	12/10/20 10:56	
Cadmium	1.4		0.56		mg/Kg	¢	12/09/20 10:39	12/10/20 10:56	
Chromium	20		1.1	0.22	mg/Kg	¢	12/09/20 10:39	12/10/20 10:56	

12/09/20 10:39 12/10/20 10:56

1.1

0.16 mg/Kg

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Client: Geosyntec Consultants, Inc. Project/Site: AHS-Palm Beach Landfill Site Job ID: 660-106282-1

# Client Sample ID: DPT-3(0.5-2) Date Collected: 12/02/20 12:36 Date Received: 12/03/20 10:10

Lab Sample ID: 660-106282-13 Matrix: Solid

Percent Solids: 91.5

Analyte	Result	Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
2,3,7,8-TCDD	2.0		1.1	0.39	pg/g	¢	12/04/20 14:22	12/08/20 20:27	1
Isotope Dilution	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
13C-2,3,7,8-TCDD	69		40 - 135				12/04/20 14:22	12/08/20 20:27	1
Method: 8290A - Dioxins and F	urans (HR	GC/HRMS)	- RA						
Analyte	•	Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
2,3,7,8-TCDF	5.1		1.6	1.6	pg/g	¢	12/04/20 14:22	12/10/20 22:46	1
Isotope Dilution	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
13C-2,3,7,8-TCDF	71		40 - 135				12/04/20 14:22	12/10/20 22:46	1
Method: 6010D - Metals (ICP)									
Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	7.5		1.1	0.091	mg/Kg	¢	12/09/20 10:39	12/10/20 11:08	1
Barium	140		1.1	0.062	mg/Kg	¢	12/09/20 10:39	12/10/20 11:08	1
Cadmium	2.0		0.55	0.031	mg/Kg	¢	12/09/20 10:39	12/10/20 11:08	1
Chromium	20		1.1	0.22	mg/Kg	₽	12/09/20 10:39	12/10/20 11:08	1
Lead	490		1.1	0 16	mg/Kg	÷	12/09/20 10:39	12/10/20 11:08	1

Client: Geosyntec Consultants, Inc. Project/Site: AHS-Palm Beach Landfill Site

## Client Sample ID: DPT-3(2-4) Date Collected: 12/02/20 12:37 Date Received: 12/03/20 10:10

Analyte	Result	Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
2,3,7,8-TCDD	0.13	U	1.0	0.13	pg/g	\$	12/04/20 14:22	12/08/20 21:15	1
2,3,7,8-TCDF	0.99	I.	1.0	0.15	pg/g	¢	12/04/20 14:22	12/08/20 21:15	1
Isotope Dilution	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
13C-2,3,7,8-TCDD	67		40 - 135				12/04/20 14:22	12/08/20 21:15	1
13C-2,3,7,8-TCDF	64		40 - 135				12/04/20 14:22	12/08/20 21:15	1
Method: 6010D - Metals (ICP)									
Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	1.7		1.1	0.088	mg/Kg	¢	12/09/20 10:39	12/10/20 11:11	1
Barium	25		1.1	0.059	mg/Kg	☆	12/09/20 10:39	12/10/20 11:11	1
Cadmium	0.26	I.	0.53	0.030	mg/Kg	☆	12/09/20 10:39	12/10/20 11:11	1
Chromium	3.0		1.1	0.21	mg/Kg	☆	12/09/20 10:39	12/10/20 11:11	1
Chromium									

Job ID: 660-106282-1

Percent Solids: 94.2

Eurofins TestAmerica, Tampa

Lab Sample ID: 660-106282-14 Matrix: Solid

Client: Geosyntec Consultants, Inc. Project/Site: AHS-Palm Beach Landfill Site

# Client Sample ID: DPT-3(4-6) Date Collected: 12/02/20 12:38 Date Received: 12/03/20 10:10

Analyte	Result	Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
2,3,7,8-TCDD	0.073	U	1.1	0.073	pg/g	¢	12/04/20 14:22	12/08/20 22:02	1
2,3,7,8-TCDF	0.065	U	1.1	0.065	pg/g	☆	12/04/20 14:22	12/08/20 22:02	1
Isotope Dilution	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
13C-2,3,7,8-TCDD	71		40 - 135				12/04/20 14:22	12/08/20 22:02	1
13C-2,3,7,8-TCDF	70		40 - 135				12/04/20 14:22	12/08/20 22:02	1
Method: 6010D - Metals (ICP)									
Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
			1.0	0.000	mg/Kg		12/09/20 10:39	12/11/20 11:02	1
Arsenic	0.47	IV	1.2	0.099	ing/itg				
	0.47 3.8	IV	1.2		mg/Kg	₽	12/09/20 10:39	12/10/20 11:14	1
Arsenic				0.066	0 0	¢	12/09/20 10:39 12/09/20 10:39	12/10/20 11:14 12/10/20 11:14	1 1
Arsenic Barium	3.8		1.2	0.066 0.034	mg/Kg				1 1 1

Percent Solids: 85.5

Matrix: Solid

Lab Sample ID: 660-106282-15

Eurofins TestAmerica, Tampa

12/23/2020 (Rev. 1)

Client: Geosyntec Consultants, Inc. Project/Site: AHS-Palm Beach Landfill Site

# Client Sample ID: DPT-4(0-0.5) Date Collected: 12/02/20 13:05 Date Received: 12/03/20 10:10

Analyte	Result	Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
2,3,7,8-TCDD	0.11	U	1.1	0.11	pg/g		12/04/20 14:22	12/09/20 02:42	1
2,3,7,8-TCDF	0.96	I.	1.1	0.13	pg/g	¢	12/04/20 14:22	12/09/20 02:42	1
Isotope Dilution	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
13C-2,3,7,8-TCDD	71		40 - 135				12/04/20 14:22	12/09/20 02:42	1
13C-2,3,7,8-TCDF	69		40 - 135				12/04/20 14:22	12/09/20 02:42	1
Method: 6010D - Metals (ICP) Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Analyte	Result	Qualifier	<b>PQL</b> 1.1		<b>Unit</b> mg/Kg	<b>D</b>	Prepared 12/09/20 10:39	Analyzed 12/10/20 11:24	Dil Fac
		Qualifier		0.091					Dil Fac
Analyte Arsenic Barium	1.3		1.1	0.091 0.062	mg/Kg	\$	12/09/20 10:39	12/10/20 11:24	<b>Dil Fac</b> 1 1 1
Analyte Arsenic	1.3 24		1.1 1.1	0.091 0.062 0.031	mg/Kg mg/Kg	₩ ₩	12/09/20 10:39 12/09/20 10:39	12/10/20 11:24 12/10/20 11:24	<b>Dil Fac</b> 1 1 1 1

Percent Solids: 92.3

Matrix: Solid

Lab Sample ID: 660-106282-16

RL

1.4

7.0

7.0

7.0

7.0

70

14

7.0

7.0

7.0

7.0

7.0

7.0

7.0

70

14

EDL Unit

pg/g

pg/g

0.36

0.65 pg/g

0.25

0.23 pg/g

0.74 pg/g

0.98 pg/g

0.57 pg/g

0.43

0.39 pg/g

0.50

0.23 pg/g

0.54 pg/g

0.43 pg/g

0.36 pg/g

0.46 pg/g

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12/04/20 14:22 12/09/20 03:30

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12/04/20 14:22 12/09/20 03:30

÷ 12/04/20 14:22 12/09/20 03:30

Client: Geosyntec Consultants, Inc. Project/Site: AHS-Palm Beach Landfill Site

# Client Sample ID: DPT-4(0.5-2) Date Collected: 12/02/20 12:30 Date Received: 12/03/20 10:10

Analyte

OCDD

OCDF

2,3,7,8-TCDD

1,2,3,7,8-PeCDD

1,2,3,4,7,8-HxCDD

1,2,3,6,7,8-HxCDD

1,2,3,7,8,9-HxCDD

1,2,3,7,8-PeCDF

2,3,4,7,8-PeCDF

1,2,3,4,7,8-HxCDF

1,2,3,6,7,8-HxCDF

2,3,4,6,7,8-HxCDF

1,2,3,4,6,7,8-HpCDF

1,2,3,4,7,8,9-HpCDF

1,2,3,7,8,9-HxCDF

Isotope Dilution

13C-OCDD

Surrogate

Analyte

2,3,7,8-TCDF

Isotope Dilution

13C-2,3,7,8-TCDF

13C-2,3,7,8-TCDD

13C-1,2,3,7,8-PeCDD

13C-1,2,3,7,8-PeCDF

37CI4-2,3,7,8-TCDD

13C-1,2,3,4,7,8-HxCDF

13C-1,2,3,4,6,7,8-HpCDF

13C-1,2,3,6,7,8-HxCDD

13C-1,2,3,4,6,7,8-HpCDD

1,2,3,4,6,7,8-HpCDD

Method: 8290A - Dioxins and Furans (HRGC/HRMS)

**Result Qualifier** 

0.36 U

0.65 U

1.5 I

5.5 I

5.6 I

89

510

0.54 U

4.5 I

2.4 1

2.7 |

0.50 U

0.89 IV

Qualifier

Qualifier

Qualifier

18

23

62

63

67

77

80

63

56

70

83

4.3

65

**Result Qualifier** 

%Recovery

%Recovery

Method: 8290A - Dioxins and Furans (HRGC/HRMS) - RA

%Recovery

1.8 IM

.loh	ıD·	660-2	106282	-1
300	ID.	000-	100202	- 1

Analyzed

Lab Sample ID: 660-106282-17 Matrix: Solid Percent Solids: 71.6 Dil Fac 1 1 1

1

1

1

1

1

1

1

1

1

1

1

1

1

Limits				Prepared	Analyzed	Dil Fac	13
40 - 135				12/04/20 14:22	12/09/20 03:30	1	
40 - 135				12/04/20 14:22	12/09/20 03:30	1	14
40 - 135				12/04/20 14:22	12/09/20 03:30	1	
40 - 135				12/04/20 14:22	12/09/20 03:30	1	15
40 - 135				12/04/20 14:22	12/09/20 03:30	1	
40 - 135				12/04/20 14:22	12/09/20 03:30	1	16
40 - 135				12/04/20 14:22	12/09/20 03:30	1	
40 - 135				12/04/20 14:22	12/09/20 03:30	1	
Limits				Prepared	Analyzed	Dil Fac	
				12/04/20 14:22	12/09/20 03:30	1	
RA							
RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac	
1.4	0.29	pg/g	\$	12/04/20 14:22	12/10/20 21:29	1	

Prepared

12/04/20 14:22 12/10/20 21:29

# Method: 6010D - Metals (ICP)

Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
4.7		1.4	0.11	mg/Kg	¢	12/09/20 10:39	12/10/20 11:27	1
77		1.4	0.076	mg/Kg	¢	12/09/20 10:39	12/10/20 11:27	1
1.2		0.68	0.038	mg/Kg	¢	12/09/20 10:39	12/10/20 11:27	1
12		1.4	0.27	mg/Kg	₽	12/09/20 10:39	12/10/20 11:27	1
110		1.4	0.20	mg/Kg	¢	12/09/20 10:39	12/10/20 11:27	1
	4.7 77 1.2 12	12	4.7         1.4           77         1.4           1.2         0.68           12         1.4	4.7         1.4         0.11           77         1.4         0.076           1.2         0.68         0.038           12         1.4         0.27	4.7         1.4         0.11         mg/Kg           77         1.4         0.076         mg/Kg           1.2         0.68         0.038         mg/Kg           12         1.4         0.27         mg/Kg	4.7         1.4         0.11         mg/Kg         ☆           77         1.4         0.076         mg/Kg         ☆           1.2         0.68         0.038         mg/Kg         ☆           12         1.4         0.27         mg/Kg         ☆	4.7         1.4         0.11         mg/Kg         2/209/20         10:39           77         1.4         0.076         mg/Kg         2/209/20         10:39           1.2         0.68         0.038         mg/Kg         2/209/20         10:39           12         1.4         0.27         mg/Kg         2/209/20         10:39	4.7       1.4       0.11       mg/Kg       12/09/20       12/10/20       11:27         77       1.4       0.076       mg/Kg       12/09/20       10:39       12/10/20       11:27         1.2       0.68       0.038       mg/Kg       12/09/20       10:39       12/10/20       11:27         12       1.4       0.27       mg/Kg       12/09/20       10:39       12/10/20       11:27

Limits

40 - 135

Eurofins TestAmerica, Tampa

Analyzed

Dil Fac

Client: Geosyntec Consultants, Inc. Project/Site: AHS-Palm Beach Landfill Site

#### Client Sample ID: DPT-4(2-4) Date Collected: 12/02/20 13:07 Date Received: 12/03/20 10:10

Chromium

Lead

Job	١D·	660-1	06282-1
000	· • ·	000 1	

# Lab Sample ID: 660-106282-18 Matrix: Solid

Percent Solids: 91.5

5

7

Analyte	Result	Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
2,3,7,8-TCDD	2.8		1.2	0.30	pg/g	\$	12/04/20 14:22	12/09/20 13:45	1
1,2,3,7,8-PeCDD	1.3	IM	5.8	0.40	pg/g	₽	12/04/20 14:22	12/09/20 13:45	1
1,2,3,4,7,8-HxCDD	1.5	1	5.8	0.21	pg/g	☆	12/04/20 14:22	12/09/20 13:45	1
1,2,3,6,7,8-HxCDD	5.8		5.8	0.19	pg/g	₽	12/04/20 14:22	12/09/20 13:45	1
1,2,3,7,8,9-HxCDD	5.4	1	5.8	0.19	pg/g	¢	12/04/20 14:22	12/09/20 13:45	1
1,2,3,4,6,7,8-HpCDD	140		5.8	0.90	pg/g	¢	12/04/20 14:22	12/09/20 13:45	1
OCDD	930		12	1.5	pg/g	☆	12/04/20 14:22	12/09/20 13:45	1
1,2,3,7,8-PeCDF	1.5	1	5.8	0.38	pg/g	¢	12/04/20 14:22	12/09/20 13:45	1
2,3,4,7,8-PeCDF	2.1	1	5.8	0.40	pg/g	☆	12/04/20 14:22	12/09/20 13:45	1
1,2,3,4,7,8-HxCDF	3.9	1	5.8	0.28	pg/g	☆	12/04/20 14:22	12/09/20 13:45	1
1,2,3,6,7,8-HxCDF	2.2	1	5.8	0.26	pg/g	¢	12/04/20 14:22	12/09/20 13:45	1
2,3,4,6,7,8-HxCDF	2.1		5.8	0.28	pg/g	₽	12/04/20 14:22	12/09/20 13:45	1
1,2,3,7,8,9-HxCDF	0.98	IV	5.8	0.33	pg/g	₽	12/04/20 14:22	12/09/20 13:45	1
1,2,3,4,6,7,8-HpCDF	14		5.8	0.30	pg/g	¢	12/04/20 14:22	12/09/20 13:45	1
1,2,3,4,7,8,9-HpCDF	1.2	1	5.8	0.39	pg/g	☆	12/04/20 14:22	12/09/20 13:45	1
OCDF	20		12	0.14	pg/g	☆	12/04/20 14:22	12/09/20 13:45	1
sotope Dilution	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
13C-2,3,7,8-TCDD	83		40 - 135				12/04/20 14:22	12/09/20 13:45	1
13C-1,2,3,7,8-PeCDD	79		40 - 135				12/04/20 14:22	12/09/20 13:45	1
13C-1,2,3,6,7,8-HxCDD	84		40 - 135				12/04/20 14:22	12/09/20 13:45	1
13C-1,2,3,4,6,7,8-HpCDD	93		40 - 135				12/04/20 14:22	12/09/20 13:45	1
13C-OCDD	94		40 - 135				12/04/20 14:22	12/09/20 13:45	1
13C-1,2,3,7,8-PeCDF	80		40 - 135				12/04/20 14:22	12/09/20 13:45	1
13C-1,2,3,4,7,8-HxCDF	71		40 - 135				12/04/20 14:22	12/09/20 13:45	1
13C-1,2,3,4,6,7,8-HpCDF	87		40 - 135				12/04/20 14:22	12/09/20 13:45	1
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
37Cl4-2,3,7,8-TCDD	90						12/04/20 14:22	12/09/20 13:45	1
Method: 8290A - Dioxins and									
Analyte		Qualifier	RL		Unit	D	Prepared	Analyzed	Dil Fac
2,3,7,8-TCDF	3.4		1.2	0.19	pg/g	₽	12/04/20 14:22	12/10/20 22:07	1
Isotope Dilution	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
13C-2,3,7,8-TCDF	85		40 - 135				12/04/20 14:22	12/10/20 22:07	1
Method: 6010D - Metals (ICP)									
Analyte		Qualifier	PQL		Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	5.0		1.1	0.092	mg/Kg	☆	12/09/20 10:39	12/10/20 11:30	1
Barium	110		1.1	0.062	mg/Kg	¢	12/09/20 10:39	12/10/20 11:30	1
Cadmium	1.6		0.56	0.031	mg/Kg	¢	12/09/20 10:39	12/10/20 11:30	

12/09/20 10:39 12/10/20 11:30

12/09/20 10:39 12/10/20 11:30

1.1

1.1

27

290

0.22 mg/Kg

0.16 mg/Kg

1

Client: Geosyntec Consultants, Inc. Project/Site: AHS-Palm Beach Landfill Site

## Client Sample ID: DPT-4(4-6) Date Collected: 12/02/20 13:08 Date Received: 12/03/20 10:10

Analyte	Result	Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
2,3,7,8-TCDD	0.11	U	1.3	0.11	pg/g	¢	12/04/20 14:22	12/09/20 05:06	1
2,3,7,8-TCDF	0.058	U	1.3	0.058	pg/g	☆	12/04/20 14:22	12/09/20 05:06	1
Isotope Dilution	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
13C-2,3,7,8-TCDD	71		40 - 135				12/04/20 14:22	12/09/20 05:06	1
13C-2,3,7,8-TCDF	69		40 - 135				12/04/20 14:22	12/09/20 05:06	1
Method: 6010D - Metals (ICP)									
Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	0.11	U	1.3	0.11	mg/Kg	☆	12/09/20 10:39	12/11/20 11:06	1
	5.3		1.3	0.073	mg/Kg	☆	12/09/20 10:39	12/10/20 11:33	1
Barium			0.66	0 037	mg/Kg	¢	12/09/20 10:39	12/10/20 11:33	1
	0.037	U	0.00	0.001					
Barium Cadmium Chromium	0.037 <b>0.56</b>		1.3		mg/Kg	¢	12/09/20 10:39	12/10/20 11:33	1

# Lab Sample ID: 660-106282-19 Matrix: Solid

Percent Solids: 76.8

Job ID: 660-106282-1

# Method: 8290A - Dioxins and Furans (HRGC/HRMS)

#### Lab Sample ID: MB 320-438736/1-A Matrix: Solid Analysis Batch: 439640

	MB	МВ							
Analyte	Result	Qualifier	RL	EDL	Unit	D	Prepared	Analyzed	Dil Fac
2,3,7,8-TCDD	0.057	U	1.0	0.057	pg/g		12/04/20 14:22	12/08/20 00:45	1
1,2,3,7,8-PeCDD	0.059	U	5.0	0.059	pg/g		12/04/20 14:22	12/08/20 00:45	1
1,2,3,4,7,8-HxCDD	0.058	U	5.0	0.058	pg/g		12/04/20 14:22	12/08/20 00:45	1
1,2,3,6,7,8-HxCDD	0.053	U	5.0	0.053	pg/g		12/04/20 14:22	12/08/20 00:45	1
1,2,3,7,8,9-HxCDD	0.053	U	5.0	0.053	pg/g		12/04/20 14:22	12/08/20 00:45	1
1,2,3,4,6,7,8-HpCDD	0.200	IM	5.0	0.034	pg/g		12/04/20 14:22	12/08/20 00:45	1
OCDD	0.386	1	10	0.043	pg/g		12/04/20 14:22	12/08/20 00:45	1
2,3,7,8-TCDF	0.034	U	1.0	0.034	pg/g		12/04/20 14:22	12/08/20 00:45	1
1,2,3,7,8-PeCDF	0.044	U	5.0	0.044	pg/g		12/04/20 14:22	12/08/20 00:45	1
2,3,4,7,8-PeCDF	0.046	U	5.0	0.046	pg/g		12/04/20 14:22	12/08/20 00:45	1
1,2,3,4,7,8-HxCDF	0.038	U	5.0	0.038	pg/g		12/04/20 14:22	12/08/20 00:45	1
1,2,3,6,7,8-HxCDF	0.035	U	5.0	0.035	pg/g		12/04/20 14:22	12/08/20 00:45	1
2,3,4,6,7,8-HxCDF	0.038	U	5.0	0.038	pg/g		12/04/20 14:22	12/08/20 00:45	1
1,2,3,7,8,9-HxCDF	0.167	IM	5.0	0.045	pg/g		12/04/20 14:22	12/08/20 00:45	1
1,2,3,4,6,7,8-HpCDF	0.107	I	5.0	0.033	pg/g		12/04/20 14:22	12/08/20 00:45	1
1,2,3,4,7,8,9-HpCDF	0.0963	IM	5.0	0.042	pg/g		12/04/20 14:22	12/08/20 00:45	1
OCDF	0.096	U	10	0.096	pg/g		12/04/20 14:22	12/08/20 00:45	1
	MB	MB							
Isotope Dilution	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
13C-2,3,7,8-TCDD	74		40 - 135				12/04/20 14:22	12/08/20 00:45	1
13C-1,2,3,7,8-PeCDD	70		40 - 135				12/04/20 14:22	12/08/20 00:45	1
13C-1,2,3,6,7,8-HxCDD	75		40 - 135				12/04/20 14:22	12/08/20 00:45	1
13C-1,2,3,4,6,7,8-HpCDD	83		40 - 135				12/04/20 14:22	12/08/20 00:45	1
13C-OCDD	84		40 - 135				12/04/20 14:22	12/08/20 00:45	1
13C-2,3,7,8-TCDF	65		40 - 135				12/04/20 14:22	12/08/20 00:45	1
13C-1,2,3,7,8-PeCDF	69		40 - 135				12/04/20 14:22	12/08/20 00:45	1
13C-1,2,3,4,7,8-HxCDF	66		40 - 135				12/04/20 14:22	12/08/20 00:45	1
13C-1,2,3,4,6,7,8-HpCDF	78		40 - 135				12/04/20 14:22	12/08/20 00:45	1
	MB								
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
37Cl4-2,3,7,8-TCDD	84						12/04/20 14:22	12/08/20 00:45	1

#### Lab Sample ID: LCS 320-438736/2-A **Matrix: Solid** Analysis Batch: 439640

Analysis Batch: 439640	Spike	LCS	LCS				Prep Batch: 438736 %Rec.
Analyte	Added	-	Qualifier	Unit	D	%Rec	Limits
2,3,7,8-TCDD	20.0	17.2		pg/g		86	77 - 130
1,2,3,7,8-PeCDD	100	92.2		pg/g		92	79 - 134
1,2,3,4,7,8-HxCDD	100	88.5		pg/g		89	65 - 144
1,2,3,6,7,8-HxCDD	100	93.0		pg/g		93	73 - 147
1,2,3,7,8,9-HxCDD	100	94.0		pg/g		94	80 - 143
1,2,3,4,6,7,8-HpCDD	100	92.5		pg/g		93	86 - 134
OCDD	200	183		pg/g		91	80 - 137
2,3,7,8-TCDF	20.0	19.2		pg/g		96	79 - 137
1,2,3,7,8-PeCDF	100	92.7		pg/g		93	81 - 134
2,3,4,7,8-PeCDF	100	93.9		pg/g		94	76 - 132
1,2,3,4,7,8-HxCDF	100	101		pg/g		101	72 - 140

### Eurofins TestAmerica, Tampa

**Client Sample ID: Lab Control Sample** 

Prep Type: Total/NA

Job ID: 660-106282-1

**Client Sample ID: Method Blank** Prep Type: Total/NA Prep Batch: 438736 5 8

# Method: 8290A - Dioxins and Furans (HRGC/HRMS) (Continued)

Matrix: Solid Analysis Batch: 439640	438736/2-A		Spike	1.00	LCS	Clie	nt Sar	nple ID	: Lab Cor Prep Ty Prep Ba %Rec.	pe: Tot	al/NA
Analyta			Added		Qualifier	Unit	D	%Rec	%Rec.		
			100 Added	110	Quaimer						
1,2,3,6,7,8-HxCDF						pg/g		110	63 - 152		
2,3,4,6,7,8-HxCDF			100	110		pg/g		110	72 - 151		
1,2,3,7,8,9-HxCDF			100	111		pg/g		111	72 - 152		
1,2,3,4,6,7,8-HpCDF			100	94.7		pg/g		95	81 - 137		
1,2,3,4,7,8,9-HpCDF			100	100		pg/g		100	79 - 139		
OCDF			200	188		pg/g		94	75 - 141		
1-1		LCS	· · · · · · · · · · · · · · · · · · ·								
Isotope Dilution	%Recovery	Qualifier	Limits								
13C-2,3,7,8-TCDD	65		40 - 135								
13C-1,2,3,7,8-PeCDD	66		40 - 135								
13C-1,2,3,6,7,8-HxCDD	68		40 - 135								
13C-1,2,3,4,6,7,8-HpCDD	78		40 - 135								
13C-OCDD	80		40 - 135								
13C-2,3,7,8-TCDF	62		40 - 135								
13C-1,2,3,7,8-PeCDF	65		40 - 135								
13C-1,2,3,4,7,8-HxCDF	59		40 - 135								
13C-1,2,3,4,6,7,8-HpCDF	71		40 - 135								
	LCS	LCS									
37Cl4-2,3,7,8-TCDD Lab Sample ID: LCSD 32	0-438736/3-A		Limits		C	Client Sa	ample	ID: Lab	Control		
37Cl4-2,3,7,8-TCDD Lab Sample ID: LCSD 32 Matrix: Solid	81					Client Sa	ample	ID: Lab	Prep Ty Prep Ba	pe: Tot	al/NA 38736
37Cl4-2,3,7,8-TCDD Lab Sample ID: LCSD 32 Matrix: Solid Analysis Batch: 439640	81		Spike		LCSD				Prep Ty Prep Ba %Rec.	pe: Tot atch: 43	al/NA 38736 RPD
37Cl4-2,3,7,8-TCDD Lab Sample ID: LCSD 32 Matrix: Solid Analysis Batch: 439640 Analyte	81		Spike Added	Result		Unit	ample	%Rec	Prep Ty Prep Ba %Rec. Limits	rpe: Tot atch: 43 RPD	al/NA 38736 RPD Limit
37Cl4-2,3,7,8-TCDD Lab Sample ID: LCSD 32 Matrix: Solid Analysis Batch: 439640 Analyte 2,3,7,8-TCDD	81		Spike Added 20.0	Result 18.1	LCSD	<b>Unit</b> pg/g		%Rec 91	Prep Ty Prep Ba %Rec. Limits 77 - 130	rpe: Tot atch: 43 RPD 5	al/NA 38736 RPD Limit
37Cl4-2,3,7,8-TCDD Lab Sample ID: LCSD 32 Matrix: Solid Analysis Batch: 439640 Analyte 2,3,7,8-TCDD 1,2,3,7,8-PeCDD	81		Spike Added 20.0 100	<b>Result</b> 18.1 96.4	LCSD	Unit pg/g pg/g		<b>%Rec</b> 91 96	Prep Ty Prep Ba %Rec. Limits 77 - 130 79 - 134	rpe: Tot atch: 43 RPD 5 4	al/NA 38736 RPD Limit 20 20
37Cl4-2,3,7,8-TCDD Lab Sample ID: LCSD 32 Matrix: Solid Analysis Batch: 439640 Analyte 2,3,7,8-TCDD 1,2,3,7,8-PeCDD 1,2,3,4,7,8-HxCDD	81		<b>Spike</b> <b>Added</b> 20.0 100 100	<b>Result</b> 18.1 96.4 87.0	LCSD	Unit pg/g pg/g pg/g		%Rec 91 96 87	Prep Ty Prep Ba %Rec. Limits 77 - 130 79 - 134 65 - 144	rpe: Tot atch: 43 RPD 5 4 2	al/NA 38736 RPD Limit 20 20 20
37Cl4-2,3,7,8-TCDD Lab Sample ID: LCSD 32 Matrix: Solid Analysis Batch: 439640 Analyte 2,3,7,8-TCDD 1,2,3,7,8-PeCDD 1,2,3,4,7,8-HxCDD 1,2,3,6,7,8-HxCDD	81		<b>Spike</b> <b>Added</b> 20.0 100 100 100	Result 18.1 96.4 87.0 94.0	LCSD	Unit pg/g pg/g pg/g pg/g		<b>%Rec</b> 91 96 87 94	Prep Ty Prep Ba %Rec. Limits 77 - 130 79 - 134 65 - 144 73 - 147	RPD 5 4 2 1	al/NA 38736 RPD Limit 20 20 20 20
37Cl4-2,3,7,8-TCDD Lab Sample ID: LCSD 32 Matrix: Solid Analysis Batch: 439640 Analyte 2,3,7,8-TCDD 1,2,3,7,8-PeCDD 1,2,3,4,7,8-HxCDD 1,2,3,7,8,9-HxCDD 1,2,3,7,8,9-HxCDD	81		<b>Spike</b> <b>Added</b> 20.0 100 100 100 100	Result           18.1           96.4           87.0           94.0           92.5	LCSD	<b>Unit</b> pg/g pg/g pg/g pg/g pg/g		%Rec 91 96 87 94 93	Prep Ty Prep Ba %Rec. Limits 77 - 130 79 - 134 65 - 144 73 - 147 80 - 143	RPD 5 4 2 1 2	al/NA 38736 RPD Limit 20 20 20 20 20
37Cl4-2,3,7,8-TCDD Lab Sample ID: LCSD 32 Matrix: Solid Analysis Batch: 439640 Analyte 2,3,7,8-TCDD 1,2,3,7,8-PeCDD 1,2,3,4,7,8-HxCDD 1,2,3,7,8,9-HxCDD 1,2,3,4,6,7,8-HpCDD	81		<b>Spike</b> <b>Added</b> 20.0 100 100 100 100 100	Result 18.1 96.4 87.0 94.0 92.5 91.4	LCSD	<b>Unit</b> pg/g pg/g pg/g pg/g pg/g pg/g		%Rec 91 96 87 94 93 91	Prep Ty Prep Ba %Rec. Limits 77 - 130 79 - 134 65 - 144 73 - 147 80 - 143 86 - 134	<b>RPD</b> 5 4 2 1 2 1	al/NA 38736 RPD Limit 20 20 20 20 20 20 20 20 20 20
37Cl4-2,3,7,8-TCDD Lab Sample ID: LCSD 32 Matrix: Solid Analysis Batch: 439640 Analyte 2,3,7,8-TCDD 1,2,3,7,8-PeCDD 1,2,3,6,7,8-HxCDD 1,2,3,7,8,9-HxCDD 1,2,3,4,6,7,8-HpCDD 0CDD	81		<b>Spike</b> <b>Added</b> 20.0 100 100 100 100 100 200	Result 18.1 96.4 87.0 94.0 92.5 91.4 186	LCSD	<b>Unit</b> pg/g pg/g pg/g pg/g pg/g pg/g pg/g		%Rec 91 96 87 94 93 91 93	Prep Ty Prep Ba %Rec. Limits 77 - 130 79 - 134 65 - 144 73 - 147 80 - 143 86 - 134 80 - 137	<b>RPD</b> 5 4 2 1 2 1 2	al/NA 38736 RPD Limit 20 20 20 20 20 20 20 20 20 20
37Cl4-2,3,7,8-TCDD Lab Sample ID: LCSD 32 Matrix: Solid Analysis Batch: 439640 Analyte 2,3,7,8-TCDD 1,2,3,7,8-PeCDD 1,2,3,7,8-PeCDD 1,2,3,6,7,8-HxCDD 1,2,3,7,8,9-HxCDD 1,2,3,4,6,7,8-HpCDD OCDD 2,3,7,8-TCDF	81		<b>Spike</b> <b>Added</b> 20.0 100 100 100 100 200 20.0	Result 18.1 96.4 87.0 94.0 92.5 91.4 186 19.5	LCSD	Unit pg/g pg/g pg/g pg/g pg/g pg/g pg/g pg/		%Rec 91 96 87 94 93 91 93 98	Prep Ty Prep Ba %Rec. Limits 77 - 130 79 - 134 65 - 144 73 - 147 80 - 143 86 - 134 80 - 137 79 - 137	<b>RPD</b> 5 4 2 1 2 1 2 1 2 1	al/NA 38736 RPD Limit 20 20 20 20 20 20 20 20 20 20 20 20 20
37Cl4-2,3,7,8-TCDD Lab Sample ID: LCSD 32 Matrix: Solid Analysis Batch: 439640 Analyte 2,3,7,8-TCDD 1,2,3,7,8-PeCDD 1,2,3,4,7,8-HxCDD 1,2,3,4,6,7,8-HxCDD 1,2,3,4,6,7,8-HpCDD OCDD 2,3,7,8-TCDF 1,2,3,7,8-PeCDF	81		<b>Spike</b> Added 20.0 100 100 100 100 200 200 20.0 100	Result 18.1 96.4 87.0 94.0 92.5 91.4 186 19.5 92.8	LCSD	Unit pg/g pg/g pg/g pg/g pg/g pg/g pg/g pg/		%Rec 91 96 87 94 93 91 93 98 93	Prep Ty Prep Ba %Rec. Limits 77 - 130 79 - 134 65 - 144 73 - 147 80 - 143 86 - 134 80 - 137 79 - 137 81 - 134	<b>RPD</b> 5 4 2 1 2 1 2 1 0	al/NA 38736 RPD Limit 200 200 200 200 200 200 200 200 200 20
37Cl4-2,3,7,8-TCDD Lab Sample ID: LCSD 32 Matrix: Solid Analysis Batch: 439640 Analyte 2,3,7,8-TCDD 1,2,3,4,7,8-HxCDD 1,2,3,4,7,8-HxCDD 1,2,3,4,6,7,8-HxCDD 1,2,3,7,8,9-HxCDD 1,2,3,7,8,9-HxCDD 1,2,3,7,8-PeCDF 1,2,3,7,8-PeCDF 2,3,4,7,8-PeCDF	81		Spike Added 20.0 100 100 100 100 200 20.0 100 100	Result 18.1 96.4 87.0 94.0 92.5 91.4 186 19.5 92.8 95.3	LCSD	Unit pg/g pg/g pg/g pg/g pg/g pg/g pg/g pg/		%Rec 91 96 87 94 93 91 93 98 93 95	Prep Ty Prep Ba %Rec. Limits 77 - 130 79 - 134 65 - 144 73 - 147 80 - 143 86 - 134 80 - 137 79 - 137 81 - 134 76 - 132	<b>RPD</b> 5 4 2 1 2 1 2 1 0 1	al/NA 38736 RPD Limit 20 20 20 20 20 20 20 20 20 20 20 20 20
37Cl4-2,3,7,8-TCDD Lab Sample ID: LCSD 32 Matrix: Solid Analysis Batch: 439640 Analyte 2,3,7,8-TCDD 1,2,3,7,8-PeCDD 1,2,3,4,7,8-HxCDD 1,2,3,4,6,7,8-HxCDD 1,2,3,7,8,9-HxCDD 1,2,3,7,8,9-HxCDD 1,2,3,7,8-TCDF 1,2,3,7,8-TCDF 1,2,3,7,8-PeCDF 2,3,4,7,8-PeCDF 1,2,3,4,7,8-HxCDF	81		Spike Added 20.0 100 100 100 100 200 20.0 100 100 100	Result 18.1 96.4 87.0 94.0 92.5 91.4 186 19.5 92.8 95.3 101	LCSD	Unit pg/g pg/g pg/g pg/g pg/g pg/g pg/g pg/		<b>%Rec</b> 91 96 87 94 93 91 93 93 98 93 95 101	Prep Ty Prep Ba %Rec. Limits 77 - 130 79 - 134 65 - 144 73 - 147 80 - 143 86 - 134 80 - 137 79 - 137 81 - 134 76 - 132 72 - 140	<b>RPD</b> 5 4 2 1 2 1 2 1 0 1 0	al/NA 38736 RPD Limit 20 20 20 20 20 20 20 20 20 20 20 20 20
37Cl4-2,3,7,8-TCDD Lab Sample ID: LCSD 32 Matrix: Solid Analysis Batch: 439640 Analyte 2,3,7,8-TCDD 1,2,3,7,8-PeCDD 1,2,3,4,7,8-HxCDD 1,2,3,4,6,7,8-HxCDD 1,2,3,7,8-PeCDF 1,2,3,7,8-PeCDF 1,2,3,4,7,8-PeCDF 1,2,3,4,7,8-PeCDF 1,2,3,4,7,8-PeCDF 1,2,3,4,7,8-HxCDF 1,2,3,6,7,8-HxCDF 1,2,3,6,7,8-HxCDF	81		Spike Added 20.0 100 100 100 100 200 20.0 100 100 100 100 100	Result 18.1 96.4 87.0 94.0 92.5 91.4 186 19.5 92.8 95.3 101 110	LCSD	Unit pg/g pg/g pg/g pg/g pg/g pg/g pg/g pg/		<b>%Rec</b> 91 96 87 94 93 91 93 93 93 95 101 110	Prep Ty Prep Ba %Rec. Limits 77 - 130 79 - 134 65 - 144 73 - 147 80 - 143 86 - 134 80 - 137 79 - 137 81 - 134 76 - 132 72 - 140 63 - 152	RPD           5           4           2           1           2           1           0           1           0           0	al/NA 38736 RPD Limit 20 20 20 20 20 20 20 20 20 20 20 20 20
37Cl4-2,3,7,8-TCDD Lab Sample ID: LCSD 32 Matrix: Solid Analysis Batch: 439640 Analyte 2,3,7,8-TCDD 1,2,3,7,8-PeCDD 1,2,3,7,8-PeCDD 1,2,3,7,8-9-HxCDD 1,2,3,7,8-9-HxCDD 1,2,3,7,8-PeCDF 1,2,3,7,8-PeCDF 1,2,3,4,7,8-PeCDF 1,2,3,4,7,8-HxCDF 1,2,3,6,7,8-HxCDF 1,2,3,6,7,8-HxCDF 2,3,4,6,7,8-HxCDF 2,3,4,6,7,8-HxCDF	81		Spike Added 20.0 100 100 100 100 200 20.0 100 100 100 100 100	Result 18.1 96.4 87.0 94.0 92.5 91.4 186 19.5 92.8 95.3 101 110 109	LCSD	Unit pg/g pg/g pg/g pg/g pg/g pg/g pg/g pg/		%Rec           91           96           87           94           93           91           93           91           93           91           93           95           101           110           109	Prep Ty Prep Ba %Rec. Limits 77 - 130 79 - 134 65 - 144 73 - 147 80 - 143 86 - 134 80 - 137 79 - 137 81 - 134 76 - 132 72 - 140 63 - 152 72 - 151	RPD           5           4           2           1           2           1           0           1           0           1	al/NA 38736 RPD Limit 20 20 20 20 20 20 20 20 20 20 20 20 20
37Cl4-2,3,7,8-TCDD Lab Sample ID: LCSD 32 Matrix: Solid Analysis Batch: 439640 Analyte 2,3,7,8-TCDD 1,2,3,7,8-PeCDD 1,2,3,7,8-PeCDD 1,2,3,4,7,8-HxCDD 1,2,3,7,8-9-HxCDD 1,2,3,7,8-PeCDF 1,2,3,7,8-PeCDF 1,2,3,4,7,8-PeCDF 1,2,3,4,7,8-HxCDF 1,2,3,6,7,8-HxCDF 1,2,3,4,6,7,8-HxCDF 1,2,3,7,8,9-HxCDF 1,2,3,7,8,9-HxCDF 1,2,3,7,8,9-HxCDF 1,2,3,7,8,9-HxCDF	81		Spike Added 20.0 100 100 100 100 200 20.0 100 100 100 100 100 100	Result           18.1           96.4           87.0           94.0           92.5           91.4           186           19.5           92.8           95.3           101           110           109           111	LCSD	Unit pg/g pg/g pg/g pg/g pg/g pg/g pg/g pg/		%Rec 91 96 87 94 93 91 93 98 93 95 101 110 109 111	Prep Ty Prep Ba %Rec. Limits 77 - 130 79 - 134 65 - 144 73 - 147 80 - 143 86 - 134 80 - 137 79 - 137 81 - 134 76 - 132 72 - 140 63 - 152 72 - 151 72 - 152	RPD           5           4           2           1           2           1           0           1           0           1           0           1           0	al/NA 38736 RPD Limit 20 20 20 20 20 20 20 20 20 20 20 20 20
Surrogate 37Cl4-2,3,7,8-TCDD Lab Sample ID: LCSD 32 Matrix: Solid Analysis Batch: 439640 Analyte 2,3,7,8-TCDD 1,2,3,7,8-PeCDD 1,2,3,7,8-PeCDD 1,2,3,7,8,9-HxCDD 1,2,3,7,8,9-HxCDD 1,2,3,7,8-PeCDF 1,2,3,7,8-PeCDF 1,2,3,7,8-PeCDF 1,2,3,4,7,8-HxCDF 1,2,3,4,6,7,8-HxCDF 1,2,3,7,8,9-HxCDF 1,2,3,7,8,9-HxCDF 1,2,3,4,6,7,8-HxCDF 1,2,3,7,8,9-HxCD	81		Spike Added 20.0 100 100 100 100 200 20.0 100 100 100 100 100 100 100	Result 18.1 96.4 87.0 94.0 92.5 91.4 186 19.5 92.8 95.3 101 110 109 111 95.8	LCSD Qualifier	Unit pg/g pg/g pg/g pg/g pg/g pg/g pg/g pg/		%Rec 91 96 87 94 93 91 93 98 93 95 101 110 109 111 96	Prep Ty Prep Ba %Rec. Limits 77 - 130 79 - 134 65 - 144 73 - 147 80 - 143 86 - 134 80 - 137 79 - 137 81 - 134 76 - 132 72 - 140 63 - 152 72 - 151 72 - 152 81 - 137	RPD           5           4           2           1           2           1           0           1           0           1           0           1           0           1           0           1           0           1           0           1           0           1	al/NA 38736 RPD Limit 20 20 20 20 20 20 20 20 20 20 20 20 20
37Cl4-2,3,7,8-TCDD Lab Sample ID: LCSD 32 Matrix: Solid Analysis Batch: 439640 Analyte 2,3,7,8-TCDD 1,2,3,7,8-PeCDD 1,2,3,4,7,8-HxCDD 1,2,3,4,6,7,8-HxCDD 1,2,3,7,8-PeCDF 1,2,3,7,8-PeCDF 1,2,3,4,7,8-PeCDF 1,2,3,4,7,8-PeCDF 1,2,3,4,7,8-HxCDF 1,2,3,4,7,8-HxCDF 1,2,3,7,8,9-HxCDF 1,2,3,4,6,7,8-HxCDF 1,2,3,4,6,7,8-HxCDF 1,2,3,4,6,7,8-HxCDF 1,2,3,4,6,7,8-HxCDF 1,2,3,4,6,7,8-HpCDF 1,2,3,4,7,8,9-HpCDF	81		Spike Added 20.0 100 100 100 200 20.0 100 100 100 100 100 100 100 100 100	Result 18.1 96.4 87.0 92.5 91.4 186 19.5 92.8 95.3 101 110 109 111 95.8 96.2	LCSD Qualifier	Unit pg/g pg/g pg/g pg/g pg/g pg/g pg/g pg/		%Rec 91 96 87 94 93 91 93 98 93 95 101 110 109 111 96 96	Prep Ty Prep Ba %Rec. Limits 77 - 130 79 - 134 65 - 144 73 - 147 80 - 143 86 - 134 86 - 134 80 - 137 79 - 137 81 - 134 76 - 132 72 - 140 63 - 152 72 - 151 72 - 152 81 - 137 79 - 139	RPD           5           4           2           1           2           1           0           1           0           1           0           1           0           1	al/NA 38736 RPD Limit 20 20 20 20 20 20 20 20 20 20 20 20 20
37Cl4-2,3,7,8-TCDD Lab Sample ID: LCSD 32 Matrix: Solid Analysis Batch: 439640 Analyte 2,3,7,8-TCDD 1,2,3,7,8-PeCDD 1,2,3,4,7,8-HxCDD 1,2,3,4,6,7,8-HxCDD 1,2,3,7,8-PeCDF 1,2,3,7,8-PeCDF 1,2,3,4,7,8-PeCDF 1,2,3,4,7,8-PeCDF 1,2,3,4,7,8-HxCDF 1,2,3,6,7,8-HxCDF 1,2,3,7,8,9-HxCDF 1,2,3,7,8,9-HxCDF 1,2,3,7,8,9-HxCDF 1,2,3,7,8,9-HxCDF 1,2,3,7,8,9-HxCDF 1,2,3,7,8,9-HxCDF 1,2,3,7,8,9-HxCDF 1,2,3,4,6,7,8-HpCDF	81 0-438736/3-A		Spike Added 20.0 100 100 100 100 200 20.0 100 100 100 100 100 100 100	Result 18.1 96.4 87.0 94.0 92.5 91.4 186 19.5 92.8 95.3 101 110 109 111 95.8	LCSD Qualifier	Unit pg/g pg/g pg/g pg/g pg/g pg/g pg/g pg/		%Rec 91 96 87 94 93 91 93 98 93 95 101 110 109 111 96	Prep Ty Prep Ba %Rec. Limits 77 - 130 79 - 134 65 - 144 73 - 147 80 - 143 86 - 134 80 - 137 79 - 137 81 - 134 76 - 132 72 - 140 63 - 152 72 - 151 72 - 152 81 - 137	RPD           5           4           2           1           2           1           0           1           0           1           0           1           0           1           0           1           0           1           0           1           0           1	al/NA

Isotope Dilution	%Recovery	Qualifier	Limits
13C-2,3,7,8-TCDD	76		40 - 135
13C-1,2,3,7,8-PeCDD	77		40 - 135
13C-1,2,3,6,7,8-HxCDD	81		40 - 135

# **QC Sample Results**

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# Method: 8290A - Dioxins and Furans (HRGC/HRMS) (Continued)

Lab Sample ID: LCSD 320 Matrix: Solid	)-438736/3-A	L .		Client Sample ID: Lab Control Sample Dup Prep Type: Total/NA
Analysis Batch: 439640				Prep Batch: 438736
	LCSD	LCSD		
Isotope Dilution	%Recovery	Qualifier	Limits	
13C-1,2,3,4,6,7,8-HpCDD	91		40 - 135	
13C-OCDD	85		40 - 135	
13C-2,3,7,8-TCDF	74		40 - 135	
13C-1,2,3,7,8-PeCDF	78		40 - 135	
13C-1,2,3,4,7,8-HxCDF	69		40 - 135	
13C-1,2,3,4,6,7,8-HpCDF	85		40 - 135	
	LCSD	LCSD		
Surrogate	%Recovery	Qualifier	Limits	
37Cl4-2,3,7,8-TCDD	91			

# Method: 6010D - Metals (ICP)

#### Lab Sample ID: MB 660-231706/1-A **Matrix: Solid** Analysis Batch: 231778

	MB	МВ							
Analyte	Result	Qualifier	PQL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	0.0976	Ι	1.0	0.084	mg/Kg	_	12/09/20 10:39	12/10/20 10:46	1
Barium	0.056	U	1.0	0.056	mg/Kg		12/09/20 10:39	12/10/20 10:46	1
Cadmium	0.028	U	0.51	0.028	mg/Kg		12/09/20 10:39	12/10/20 10:46	1
Chromium	0.20	U	1.0	0.20	mg/Kg		12/09/20 10:39	12/10/20 10:46	1
Lead	0.15	U	1.0	0.15	mg/Kg		12/09/20 10:39	12/10/20 10:46	1

# Lab Sample ID: LCS 660-231706/2-A Matrix: Solid

#### Analysis Batch: 231778

Analysis Batch: 231778							Prep Batch: 231706
	Spike	LCS	LCS				%Rec.
Analyte	Added	Result	Qualifier	Unit	D	%Rec	Limits
Arsenic	50.5	48.8		mg/Kg		97	80 - 120
Barium	50.5	52.5		mg/Kg		104	80 - 120
Cadmium	50.5	50.8		mg/Kg		101	80 - 120
Chromium	50.5	51.3		mg/Kg		102	80 - 120
Lead	50.5	53.3		mg/Kg		106	80 - 120

#### Lab Sample ID: 660-106282-12 MS Matrix: Solid Analysis Batch: 231778

									1100 01	
	Sample	Sample	Spike	MS	MS				%Rec.	
Analyte	Result	Qualifier	Added	Result	Qualifier	Unit	D	%Rec	Limits	
Arsenic	4.0		54.8	53.5		mg/Kg	₽	90	75 - 125	
Barium	95		54.8	138		mg/Kg	₽	78	75 - 125	
Cadmium	1.4		54.8	51.1		mg/Kg	₽	91	75 - 125	
Chromium	20		54.8	64.8		mg/Kg	₽	81	75 - 125	
Lead	190	J3	54.8	211	J3	mg/Kg	¢	38	75 - 125	

# **Client Sample ID: Method Blank** Prep Type: Total/NA Prep Batch: 231706

Client Sample ID:	Lab Control Sar	mple
12/09/20 10:39	12/10/20 10:46	1
12/09/20 10:39	12/10/20 10:46	1
12/09/20 10:39	12/10/20 10:46	1

Prep Type: Total/NA

#### Client Sample ID: DPT-3(0-0.5) Prep Type: Total/NA Prep Batch: 231706

### Job ID: 660-106282-1

Prep Type: Total/NA

Client Sample ID: DPT-3(0-0.5)

# Method: 6010D - Metals (ICP) (Continued)

#### Lab Sample ID: 660-106282-12 MSD Matrix: Solid Analysis Batch: 231778

Analysis Batch: 231778	778								Prep Batch: 2		31706	
	Sample	Sample	Spike	MSD	MSD				%Rec.		RPD	
Analyte	Result	Qualifier	Added	Result	Qualifier	Unit	D	%Rec	Limits	RPD	Limit	
Arsenic	4.0		54.8	52.4		mg/Kg	₽	88	75 - 125	2	20	
Barium	95		54.8	144		mg/Kg	☆	89	75 - 125	4	20	
Cadmium	1.4		54.8	50.9		mg/Kg	¢	90	75 - 125	0	20	
Chromium	20		54.8	65.7		mg/Kg	₿	83	75 - 125	1	20	
Lead	190	J3	54.8	222	J3	mg/Kg	₽	58	75 - 125	5	20	

# **Isotope Dilution Summary**

Client: Geosyntec Consultants, Inc. Project/Site: AHS-Palm Beach Landfill Site

# Method: 8290A - Dioxins and Furans (HRGC/HRMS) Matrix: Solid

# Prep Type: Total/NA

			Perce	ent Isotope	Dilution Re	covery (Ac	ceptance L	imits)	
		TCDD	PeCDD	HxDD	HpCDD	OCDD	TCDF	PeCDF	HxCDF
Lab Sample ID	Client Sample ID	(40-135)	(40-135)	(40-135)	(40-135)	(40-135)	(40-135)	(40-135)	(40-135)
660-106282-1	B-1(4-6)	76	82	53	73	75	73	74	77
660-106282-2	B-1(17.5-18)	81					83		
660-106282-3	B-1(18-18.5)	78					78		
660-106282-4	DPT-2(0-0.5)	79					74		
660-106282-5	DPT-2(0.5-2)	79					76		
660-106282-6	DPT-2(2-4)	75					69		
660-106282-7	DPT-2(4-6)	79					74		
660-106282-8	DPT-1(0-0.5)	77	74	79	83	92	72	75	67
660-106282-9	DPT-1(0.5-2)	69					68		
660-106282-10	DPT-1(2-4)	70					69		
660-106282-11	DPT-1(4-6)	72					69		
660-106282-12	DPT-3(0-0.5)	72	75	77	100	118		75	69
660-106282-12 - RA	DPT-3(0-0.5)						75		
660-106282-13	DPT-3(0.5-2)	69							
660-106282-13 - RA	DPT-3(0.5-2)						71		
660-106282-14	DPT-3(2-4)	67					64		
660-106282-15	DPT-3(4-6)	71					70		
660-106282-16	DPT-4(0-0.5)	71					69		
660-106282-17	DPT-4(0.5-2)	62	63	67	77	80		63	56
660-106282-17 - RA	DPT-4(0.5-2)						65		
660-106282-18	DPT-4(2-4)	83	79	84	93	94		80	71
660-106282-18 - RA	DPT-4(2-4)						85		
660-106282-19	DPT-4(4-6)	71					69		
LCS 320-438736/2-A	Lab Control Sample	65	66	68	78	80	62	65	59
LCSD 320-438736/3-A	Lab Control Sample Dup	76	77	81	91	85	74	78	69
MB 320-438736/1-A	Method Blank	74	70	75	83	84	65	69	66
							ceptance L	imite)	
			Ferce	ent isotope	Dilution Re	Covery (AC	ceptance L	iiiits)	
Lah Camula ID		HpCDF							
Lab Sample ID	Client Sample ID	(40-135)							
660-106282-1	B-1(4-6)	74							

Lab Sample ID	Client Sample ID	(40-135)
660-106282-1	B-1(4-6)	74
660-106282-2	B-1(17.5-18)	
660-106282-3	B-1(18-18.5)	
660-106282-4	DPT-2(0-0.5)	
660-106282-5	DPT-2(0.5-2)	
660-106282-6	DPT-2(2-4)	
660-106282-7	DPT-2(4-6)	
660-106282-8	DPT-1(0-0.5)	79
660-106282-9	DPT-1(0.5-2)	
660-106282-10	DPT-1(2-4)	
660-106282-11	DPT-1(4-6)	
660-106282-12	DPT-3(0-0.5)	93
660-106282-12 - RA	DPT-3(0-0.5)	
660-106282-13	DPT-3(0.5-2)	
660-106282-13 - RA	DPT-3(0.5-2)	
660-106282-14	DPT-3(2-4)	
660-106282-15	DPT-3(4-6)	
660-106282-16	DPT-4(0-0.5)	
660-106282-17	DPT-4(0.5-2)	70
660-106282-17 - RA	DPT-4(0.5-2)	

# **Isotope Dilution Summary**

Client: Geosyntec Consultants, Inc. Project/Site: AHS-Palm Beach Landfill Site

# Method: 8290A - Dioxins and Furans (HRGC/HRMS) (Continued)

Matrix: Solid

		HpCDF	Percent Isotope Dilution Recovery (Acceptance Limits)	
Lab Sample ID	Client Sample ID	(40-135)		
660-106282-18	DPT-4(2-4)	87		
660-106282-18 - RA	DPT-4(2-4)			
660-106282-19	DPT-4(4-6)			
LCS 320-438736/2-A	Lab Control Sample	71		
LCSD 320-438736/3-A	Lab Control Sample Dup	85		
MB 320-438736/1-A	Method Blank	78		
Surrogate Legend				
TCDD = 13C-2,3,7,8-T	CDD			
PeCDD = 13C-1,2,3,7,	8-PeCDD			
HxDD = 13C-1,2,3,6,7,	8-HxCDD			
HpCDD = 13C-1,2,3,4,	6,7,8-HpCDD			
OCDD = 13C-OCDD				
TCDF = 13C-2,3,7,8-T	CDF			
PeCDF = 13C-1,2,3,7,8	3-PeCDF			
HxCDF = 13C-1,2,3,4,7	7,8-HxCDF			
HpCDF = 13C-1,2,3,4,6	6,7,8-HpCDF			

12/23/2020 (Rev. 1)

Prep Type: Total/NA

# **QC Association Summary**

Client: Geosyntec Consultants, Inc. Project/Site: AHS-Palm Beach Landfill Site Job ID: 660-106282-1

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# **Specialty Organics**

# Prep Batch: 438736

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batc
60-106282-1	B-1(4-6)	Total/NA	Solid	8290	
660-106282-2	B-1(17.5-18)	Total/NA	Solid	8290	
660-106282-3	B-1(18-18.5)	Total/NA	Solid	8290	
660-106282-4	DPT-2(0-0.5)	Total/NA	Solid	8290	
660-106282-5	DPT-2(0.5-2)	Total/NA	Solid	8290	
660-106282-6	DPT-2(2-4)	Total/NA	Solid	8290	
660-106282-7	DPT-2(4-6)	Total/NA	Solid	8290	
660-106282-8	DPT-1(0-0.5)	Total/NA	Solid	8290	
660-106282-9	DPT-1(0.5-2)	Total/NA	Solid	8290	
660-106282-10	DPT-1(2-4)	Total/NA	Solid	8290	
660-106282-11	DPT-1(4-6)	Total/NA	Solid	8290	
660-106282-12 - RA	DPT-3(0-0.5)	Total/NA	Solid	8290	
660-106282-12	DPT-3(0-0.5)	Total/NA	Solid	8290	
660-106282-13 - RA	DPT-3(0.5-2)	Total/NA	Solid	8290	
660-106282-13	DPT-3(0.5-2)	Total/NA	Solid	8290	
660-106282-14	DPT-3(2-4)	Total/NA	Solid	8290	
660-106282-15	DPT-3(4-6)	Total/NA	Solid	8290	
660-106282-16	DPT-4(0-0.5)	Total/NA	Solid	8290	
660-106282-17 - RA	DPT-4(0.5-2)	Total/NA	Solid	8290	
660-106282-17	DPT-4(0.5-2)	Total/NA	Solid	8290	
660-106282-18 - RA	DPT-4(2-4)	Total/NA	Solid	8290	
660-106282-18	DPT-4(2-4)	Total/NA	Solid	8290	
660-106282-19	DPT-4(4-6)	Total/NA	Solid	8290	
MB 320-438736/1-A	Method Blank	Total/NA	Solid	8290	
LCS 320-438736/2-A	Lab Control Sample	Total/NA	Solid	8290	
LCSD 320-438736/3-A	Lab Control Sample Dup	Total/NA	Solid	8290	

# Analysis Batch: 439640

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
660-106282-3	B-1(18-18.5)	Total/NA	Solid	8290A	438736
MB 320-438736/1-A	Method Blank	Total/NA	Solid	8290A	438736
LCS 320-438736/2-A	Lab Control Sample	Total/NA	Solid	8290A	438736
LCSD 320-438736/3-A	Lab Control Sample Dup	Total/NA	Solid	8290A	438736

#### Analysis Batch: 439641

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
660-106282-4	DPT-2(0-0.5)	Total/NA	Solid	8290A	438736
660-106282-5	DPT-2(0.5-2)	Total/NA	Solid	8290A	438736
660-106282-6	DPT-2(2-4)	Total/NA	Solid	8290A	438736
660-106282-7	DPT-2(4-6)	Total/NA	Solid	8290A	438736
660-106282-8	DPT-1(0-0.5)	Total/NA	Solid	8290A	438736
660-106282-9	DPT-1(0.5-2)	Total/NA	Solid	8290A	438736

#### Analysis Batch: 439642

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
660-106282-10	DPT-1(2-4)	Total/NA	Solid	8290A	438736
660-106282-11	DPT-1(4-6)	Total/NA	Solid	8290A	438736
660-106282-12	DPT-3(0-0.5)	Total/NA	Solid	8290A	438736
660-106282-13	DPT-3(0.5-2)	Total/NA	Solid	8290A	438736
660-106282-14	DPT-3(2-4)	Total/NA	Solid	8290A	438736
660-106282-15	DPT-3(4-6)	Total/NA	Solid	8290A	438736

# **QC Association Summary**

# **Specialty Organics**

# Analysis Batch: 440007

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
660-106282-1	B-1(4-6)	Total/NA	Solid	8290A	438736
660-106282-2	B-1(17.5-18)	Total/NA	Solid	8290A	438736
660-106282-16	DPT-4(0-0.5)	Total/NA	Solid	8290A	438736
660-106282-17	DPT-4(0.5-2)	Total/NA	Solid	8290A	438736
660-106282-19	DPT-4(4-6)	Total/NA	Solid	8290A	438736
Analysis Batch: 44	0284				
Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
660-106282-18	DPT-4(2-4)	Total/NA	Solid	8290A	438736
∟ Analysis Batch: 44	10979				

Lab Sample ID	Client Sample ID	Ргер Туре	Matrix	Method	Prep Batch	1
660-106282-12 - RA	DPT-3(0-0.5)	Total/NA	Solid	8290A	438736	
660-106282-13 - RA	DPT-3(0.5-2)	Total/NA	Solid	8290A	438736	
660-106282-17 - RA	DPT-4(0.5-2)	Total/NA	Solid	8290A	438736	
660-106282-18 - RA	DPT-4(2-4)	Total/NA	Solid	8290A	438736	

# **Metals**

# Prep Batch: 231706

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
660-106282-12	DPT-3(0-0.5)	Total/NA	Solid	3050B	
660-106282-13	DPT-3(0.5-2)	Total/NA	Solid	3050B	
660-106282-14	DPT-3(2-4)	Total/NA	Solid	3050B	
660-106282-15	DPT-3(4-6)	Total/NA	Solid	3050B	
660-106282-16	DPT-4(0-0.5)	Total/NA	Solid	3050B	
660-106282-17	DPT-4(0.5-2)	Total/NA	Solid	3050B	
660-106282-18	DPT-4(2-4)	Total/NA	Solid	3050B	
660-106282-19	DPT-4(4-6)	Total/NA	Solid	3050B	
MB 660-231706/1-A	Method Blank	Total/NA	Solid	3050B	
LCS 660-231706/2-A	Lab Control Sample	Total/NA	Solid	3050B	
660-106282-12 MS	DPT-3(0-0.5)	Total/NA	Solid	3050B	
660-106282-12 MSD	DPT-3(0-0.5)	Total/NA	Solid	3050B	

### Analysis Batch: 231778

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
660-106282-12	DPT-3(0-0.5)	Total/NA	Solid	6010D	231706
660-106282-13	DPT-3(0.5-2)	Total/NA	Solid	6010D	231706
660-106282-14	DPT-3(2-4)	Total/NA	Solid	6010D	231706
660-106282-15	DPT-3(4-6)	Total/NA	Solid	6010D	231706
660-106282-16	DPT-4(0-0.5)	Total/NA	Solid	6010D	231706
660-106282-17	DPT-4(0.5-2)	Total/NA	Solid	6010D	231706
660-106282-18	DPT-4(2-4)	Total/NA	Solid	6010D	231706
660-106282-19	DPT-4(4-6)	Total/NA	Solid	6010D	231706
MB 660-231706/1-A	Method Blank	Total/NA	Solid	6010D	231706
LCS 660-231706/2-A	Lab Control Sample	Total/NA	Solid	6010D	231706
660-106282-12 MS	DPT-3(0-0.5)	Total/NA	Solid	6010D	231706
660-106282-12 MSD	DPT-3(0-0.5)	Total/NA	Solid	6010D	231706

# **QC Association Summary**

Client: Geosyntec Consultants, Inc. Project/Site: AHS-Palm Beach Landfill Site

# **Metals**

## Analysis Batch: 231820

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch 231706
660-106282-15	DPT-3(4-6)	Total/NA	Solid	6010D	
660-106282-19	DPT-4(4-6)	Total/NA	Solid	6010D	231706

# **General Chemistry**

# Analysis Batch: 231552

660-106282-15	DPT-3(4-6)	Total/NA	Solid	6010D	231706
660-106282-19	DPT-4(4-6)	Total/NA	Solid	6010D	231706
General Chemist	try				
Analysis Batch: 231	552				
Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
660-106282-12	DPT-3(0-0.5)	Total/NA	Solid	Moisture	
660-106282-13	DPT-3(0.5-2)	Total/NA	Solid	Moisture	
660-106282-14	DPT-3(2-4)	Total/NA	Solid	Moisture	
660-106282-15	DPT-3(4-6)	Total/NA	Solid	Moisture	
660-106282-16	DPT-4(0-0.5)	Total/NA	Solid	Moisture	
660-106282-17	DPT-4(0.5-2)	Total/NA	Solid	Moisture	
660-106282-18	DPT-4(2-4)	Total/NA	Solid	Moisture	
660-106282-19	DPT-4(4-6)	Total/NA	Solid	Moisture	
660-106232-A-1 DU	Duplicate	Total/NA	Solid	Moisture	
Analysis Batch: 438	831				
Lab Sample ID	Client Sample ID	Ргер Туре	Matrix	Method	Prep Batch
660-106282-1	B-1(4-6)	Total/NA	Solid	D 2216	
660-106282-2	B-1(17.5-18)	Total/NA	Solid	D 2216	

660-106282-1	B-1(4-6)	Iotal/INA	Solid	D 2216	
660-106282-2	B-1(17.5-18)	Total/NA	Solid	D 2216	
660-106282-3	B-1(18-18.5)	Total/NA	Solid	D 2216	
660-106282-4	DPT-2(0-0.5)	Total/NA	Solid	D 2216	
660-106282-5	DPT-2(0.5-2)	Total/NA	Solid	D 2216	
660-106282-6	DPT-2(2-4)	Total/NA	Solid	D 2216	
660-106282-7	DPT-2(4-6)	Total/NA	Solid	D 2216	
660-106282-8	DPT-1(0-0.5)	Total/NA	Solid	D 2216	
660-106282-9	DPT-1(0.5-2)	Total/NA	Solid	D 2216	
660-106282-10	DPT-1(2-4)	Total/NA	Solid	D 2216	
660-106282-11	DPT-1(4-6)	Total/NA	Solid	D 2216	
660-106282-1 DU	B-1(4-6)	Total/NA	Solid	D 2216	

Matrix: Solid

5 6

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# Lab Sample ID: 660-106282-1

Date Collected: 12/01/20 09:40 Date Received: 12/03/20 10:10

Client Sample ID: B-1(4-6)

Prep Type Total/NA	Batch Type Analysis	Batch Method D 2216	Run	Dil Factor	Initial Amount	Final Amount	Batch Number 438831	Prepared or Analyzed 12/04/20 16:13	Analyst TCS	<b>Lab</b> TAL SAC
Client Sam	ole ID: B-1	(4-6)					La	b Sample II	D: 660-'	106282-
Date Collecter		· · · ·								trix: Soli
Date Received								Р		olids: 87.
-										
	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
Total/NA	Prep	8290			9.69 g	20 uL	438736			TAL SAC
Total/NA	Analysis	8290A		5			440007	12/09/20 05:53	AS	TAL SAC
Client Samp	ole ID: B-1	(17.5-18)					La	b Sample II	D: 660-'	106282-
Date Collecter										trix: Soli
Date Received										
	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
Total/NA	Analysis	D 2216		1			438831	12/04/20 16:13	TCS	TAL SAC
Client Samp	ble ID: B-1	(17 5-18)					la	b Sample II	D. 660-	106282
Date Collecter		· · · ·					Eu			trix: Soli
Date Received								P	ercent S	
	1. 12/00/20 1	0.10								01103.00
	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Ргер Туре	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
Total/NA	Prep	8290			10.08 g	20 uL	438736	12/04/20 14:22	RDR	TAL SAC
Total/NA	Analysis	8290A		5			440007	12/09/20 06:41	AS	TAL SAC
Client Sam		(19 19 5)					1.0	b Sample II	D. 660 /	106282
		· · · · ·					La	o Sample II		
Date Collecter									IVIa	trix: Soli
Date Received	1: 12/03/20 1	0.10								
	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Prep Type	Batch Type	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Prep Type Total/NA			Run					•		Lab TAL SAC
Total/NA	<b>Type</b> Analysis	Method D 2216	Run	Factor			Number 438831	or Analyzed	TCS	TAL SAC
Total/NA	Type Analysis	Method D 2216 (18-18.5)	Run	Factor			Number 438831	or Analyzed	тсs D: 660-'	TAL SAC
Total/NA Client Samp Date Collected	Type Analysis Die ID: B-1 d: 12/01/20 0	Method D 2216 (18-18.5) 09:50	Run	Factor			Number 438831	or Analyzed 12/04/20 16:13 b Sample II	тсs D: 660-' Ма	TAL SAC 106282- Itrix: Soli
Total/NA Client Samp Date Collected	Type Analysis Die ID: B-1 d: 12/01/20 0	Method D 2216 (18-18.5) 09:50	Run	Factor			Number 438831	or Analyzed 12/04/20 16:13 b Sample II	тсs D: 660-' Ма	TAL SAC 106282- Itrix: Soli
Total/NA Client Samp Date Collected	Type           Analysis           Die ID: B-1           d: 12/01/20 0           d: 12/03/20 1	Method D 2216 (18-18.5) 09:50 0:10	Run	Factor 1	Amount	Amount	Number 438831	or Analyzed 12/04/20 16:13 b Sample II	тсs D: 660-' Ма	TAL SAC 106282- trix: Soli
Total/NA Client Samp Date Collected Date Received	Type Analysis Die ID: B-1 d: 12/01/20 0 d: 12/03/20 1 Batch	Method D 2216 (18-18.5) 09:50 0:10 Batch		Factor 1 Dil	Amount	Amount	Number 438831 La Batch	or Analyzed 12/04/20 16:13 b Sample II P Prepared	TCS D: 660- Ma ercent S	TAL SAC 106282- atrix: Soli olids: 88
Total/NA Client Samp Date Collected Date Received Prep Type	Type Analysis Die ID: B-1 d: 12/01/20 0 d: 12/03/20 1 Batch Type	Method D 2216 (18-18.5) 09:50 0:10 Batch Method	Run	Factor 1	Amount Initial Amount	Amount Final Amount	Number 438831 La Batch Number	or Analyzed 12/04/20 16:13 b Sample II P Prepared or Analyzed	TCS D: 660-' Ma ercent S Analyst	TAL SAC 106282- htrix: Soli olids: 88
Total/NA Client Samp Date Collected Date Received Prep Type	Type           Analysis           Die ID: B-1           d: 12/01/20 0           d: 12/03/20 1           Batch           Type           Prep	Method D 2216 (18-18.5) 09:50 0:10 Batch Method 8290		Factor 1 Dil	Amount	Amount	Number 438831 La Batch Number 438736	or Analyzed 12/04/20 16:13 b Sample II P Prepared or Analyzed 12/04/20 14:22	TCS D: 660' Ma ercent S Analyst RDR	TAL SAC 106282- htrix: Soli olids: 88. Lab TAL SAC
Total/NA Client Samp Date Collected Date Received Prep Type Total/NA Total/NA	Type Analysis DIE ID: B-1 d: 12/01/20 0 d: 12/03/20 1 Batch Type Prep Analysis	Method D 2216 (18-18.5) 09:50 0:10 Batch Method 8290 8290A		Factor 1 Dil Factor	Amount Initial Amount	Amount Final Amount	Number           438831           La           Batch           Number           438736           439640	or Analyzed 12/04/20 16:13 b Sample II P Prepared or Analyzed 12/04/20 14:22 12/08/20 04:45	TCS D: 660-' Ma ercent S Analyst RDR ALM	TAL SAC 106282- htrix: Soli olids: 88. Lab TAL SAC TAL SAC
Total/NA Client Samp Date Collected Date Received Prep Type Total/NA Total/NA Client Samp	Type Analysis DIE ID: B-1 d: 12/01/20 0 d: 12/03/20 1 Batch Type Prep Analysis DIE ID: DP	Method D 2216 (18-18.5) 09:50 0:10 Batch Method 8290 8290A T-2(0-0.5)		Factor 1 Dil Factor	Amount Initial Amount	Amount Final Amount	Number           438831           La           Batch           Number           438736           439640	or Analyzed 12/04/20 16:13 b Sample II P Prepared or Analyzed 12/04/20 14:22	TCS D: 660-' Ma ercent S Analyst RDR ALM	TAL SAC 106282- htrix: Soli olids: 88 Lab TAL SAC TAL SAC
Total/NA Client Samp Date Collected Date Received Prep Type Total/NA Total/NA Client Samp Date Collected	Type           Analysis           Die ID: B-1           d: 12/01/20 0           d: 12/03/20 1           Batch           Type           Prep           Analysis           Die ID: DPT           d: 12/02/20 1	Method D 2216 (18-18.5) 09:50 0:10 Batch Method 8290 8290A T-2(0-0.5) 0:30		Factor 1 Dil Factor	Amount Initial Amount	Amount Final Amount	Number           438831           La           Batch           Number           438736           439640	or Analyzed 12/04/20 16:13 b Sample II P Prepared or Analyzed 12/04/20 14:22 12/08/20 04:45	TCS D: 660' Ma ercent S Analyst RDR ALM D: 660'	TAL SAC 106282- trix: Soli olids: 88 Lab TAL SAC TAL SAC TAL SAC 106282-
Total/NA Client Samp Date Collected Date Received Prep Type Total/NA Total/NA Client Samp Date Collected	Type           Analysis           Die ID: B-1           d: 12/01/20 0           d: 12/03/20 1           Batch           Type           Prep           Analysis           Die ID: DPT           d: 12/03/20 1	Method D 2216 (18-18.5) 09:50 0:10 Batch Method 8290 8290A T-2(0-0.5) 10:30 0:10		Factor 1 Dil Factor 1	Amount Initial Amount 10.11 g	Amount Final Amount 20 uL	Number           438831           La           Batch           Number           438736           439640           La	or Analyzed 12/04/20 16:13 b Sample II P Prepared or Analyzed 12/04/20 14:22 12/08/20 04:45 b Sample II	TCS D: 660' Ma ercent S Analyst RDR ALM D: 660'	TAL SAC 106282- htrix: Soli olids: 88. Lab TAL SAC TAL SAC
Total/NA Client Samp Date Collected Date Received Prep Type Total/NA	Type           Analysis           Die ID: B-1           d: 12/01/20 0           d: 12/03/20 1           Batch           Type           Prep           Analysis           Die ID: DPT           d: 12/02/20 1	Method D 2216 (18-18.5) 09:50 0:10 Batch Method 8290 8290A T-2(0-0.5) 0:30		Factor 1 Dil Factor	Amount Initial Amount	Amount Final Amount	Number           438831           La           Batch           Number           438736           439640	or Analyzed 12/04/20 16:13 b Sample II P Prepared or Analyzed 12/04/20 14:22 12/08/20 04:45	TCS D: 660' Ma ercent S Analyst RDR ALM D: 660'	TAL SAC 106282- trix: Soli olids: 88 Lab TAL SAC TAL SAC TAL SAC 106282-

Date Received										
Data Collector	d: 12/02/20 1	0:33							Ma	atrix: Solid
Client Sam							La	b Sample II		
Total/NA	Analysis	8290A		1			439641	12/08/20 11:00	ALM	TAL SAC
Total/NA	Prep	8290			10.08 g	20 uL	438736	12/04/20 14:22		TAL SAC
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Client Samp Date Collecter Date Receiver	d: 12/02/20 1	0:32					La	b Sample II P	Ма	106282-6 atrix: Solid olids: 94.4
_										
Prep Type Total/NA	Analysis	Method D 2216	Run	Factor	Amount	Amount	Number 438831	or Analyzed	Analyst	Lab TAL SAC
	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Date Collecter	d: 12/02/20 1	0:32					La			atrix: Solid
_ Client Sam		Γ_2(2_4)					6 1	b Sample II	D. 860-	106282-6
Total/NA	Analysis	8290A		1	0.109	20 42	439641	12/08/20 10:12		TAL SAC
Total/NA	Prep	8290	Kull	Factor	9.70 g	20 uL	438736	12/04/20 14:22		TAL SAC
Ргер Туре	Batch	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Date Collecter Date Receiver								Р		atrix: Solid olids: 92.0
Client Samp							La	b Sample II		
Total/NA	Analysis	D 2216		1			438831	12/04/20 16:13	TCS	TAL SAC
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
-	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Date Collecter Date Received									Ма	atrix: Solid
Client Samp							La	b Sample II		
Total/NA	Analysis	8290A		1	0		439641	12/08/20 09:24	ALM	TAL SAC
Total/NA	Prep	8290		Factor	9.94 g	20 uL	438736	12/04/20 14:22	-	TAL SAC
Prep Type	Batch Type	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Date Received	d: 12/03/20 1	0:10						Р	ercent S	olids: 84.1
Date Collecte	d: 12/02/20 1	0:30					-		Ма	atrix: Solid
Client Sam	ole ID: DP	Γ-2(0-0.5)					La	b Sample II	D: 660-	106282-4
Project/Site: Al			0							
Client: Geosyn			<u>م</u>							

Lab Chronicle

	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
Total/NA	Analysis	D 2216		1			438831	12/04/20 16:13	TCS	TAL SAC

Client Sam							La	b Sample II		106282-7 atrix: Solic
Date Received								Р		olids: 79.
Prep Type	Batch Type	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	8290		Tactor	11.02 g	20 uL	438736	12/04/20 14:22		TAL SAC
Total/NA	Analysis	8290A		1	11.02 g	20 42	439641	12/08/20 11:48		TAL SAC
Client Sam Date Collecte Date Received	d: 12/02/20 1	1:20					La	b Sample II		106282- atrix: Soli
-	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
Total/NA	Analysis	D 2216		1			438831	12/04/20 16:13		TAL SAC
Client Sam Date Collecte Date Received	d: 12/02/20 1	1:20					La	b Sample II P	Ма	atrix: Sol olids: 94
	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
Total/NA	Prep	8290			10.22 g	20 uL	438736	12/04/20 14:22	RDR	TAL SAC
Total/NA	Analysis	8290A		1			439641	12/08/20 12:36	ALM	TAL SAC
Client Sam Date Collecte Date Received	d: 12/02/20 1	1:21					La	b Sample II		106282- atrix: Soli
	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
Total/NA	Analysis	D 2216		1			438831	12/04/20 16:13	TCS	TAL SAC
Client Sam Date Collecte Date Received	d: 12/02/20 1	1:21					La	b Sample II P	Ма	106282- atrix: Soli olids: 91
	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
Total/NA	Prep	8290			9.69 g	20 uL	438736	12/04/20 14:22	RDR	TAL SAC
Total/NA	Analysis	8290A		1			439641	12/08/20 13:23	ALM	TAL SAC
Client Sam Date Collecte Date Received	d: 12/02/20 1	1:22					Lab	Sample ID		06282-1 atrix: Soli
_	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Pren Tyne	Type	Method	Run	Factor	Amount	Amount	Number	or Analyzed		

Lab Chronicle

	Datch	Datch			initiai	Fillal	Datch	Flepaleu		
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
Total/NA	Analysis	D 2216		1			438831	12/04/20 16:13	TCS	TAL SAC

Client Sam Date Collecte							Lab	Sample ID		06282-10 atrix: Solid
Date Receive	d: 12/03/20 1	0:10						P	ercent S	olids: 92.1
Prep Type	Batch Type	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Prep	8290			10.06 g	20 uL	438736	12/04/20 14:22	-	TAL SAC
Total/NA	Analysis	8290A		1			439642	12/08/20 18:03		TAL SAC
Client Sam	ple ID: DP	Г-1(4-6)					Lab	Sample ID	: 660-1	06282-11
Date Collecte Date Receive	d: 12/02/20 1	1:23						•		atrix: Solid
	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
Total/NA	Analysis	D 2216		1			438831	12/04/20 16:13	TCS	TAL SAC
Date Collecte Date Received				Dil	Initial	Final	Batch	Prepared		atrix: Solid olids: 95.2
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
Total/NA	Prep	8290			9.62 g	20 uL	438736	12/04/20 14:22		TAL SAC
Total/NA	Analysis	8290A		1	515-3		439642	12/08/20 18:51		TAL SAC
<b>Client Sam</b>	ple ID: DP	Г-3(0-0.5)					Lab	Sample ID	: 660-1	06282-12
Date Collecte Date Receive									Ма	atrix: Solid
	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
Total/NA	Analysis	Moisture		1			231552	12/04/20 10:40	AJG	TAL TAM
<b>Client Sam</b>	ple ID: DP	Г-3(0-0.5)					Lab	Sample ID	: 660-1	06282-12
Date Collecte	d: 12/02/20 1	2:35							Ма	atrix: Solid
Date Receive	d: 12/03/20 1	0:10						Р	ercent S	olids: 89.5
	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab

Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
Prep	8290	RA		10.43 g	20 uL	438736	12/04/20 14:22	RDR	TAL SAC
Analysis	8290A	RA	1			440979	12/10/20 20:51	AS	TAL SAC
Prep	8290			10.43 g	20 uL	438736	12/04/20 14:22	RDR	TAL SAC
Analysis	8290A		1			439642	12/08/20 19:39	ALM	TAL SAC
Prep	3050B			1.00 g	50 mL	231706	12/09/20 10:39	EM	TAL TAM
Analysis	6010D		1			231778	12/10/20 10:56	EM	TAL TAM
	Type Prep Analysis Prep Analysis Prep	TypeMethodPrep8290Analysis8290APrep8290Analysis8290APrep3050B	TypeMethodRunPrep8290RAAnalysis8290ARAPrep8290RAAnalysis8290AFrepAnalysis8290AFrepPrep3050BFrep	TypeMethodRunFactorPrep8290RAAnalysis8290ARAPrep8290RAAnalysis8290A1Prep3050B	TypeMethodRunFactorAmountPrep8290RA10.43 gAnalysis8290ARA1Prep8290110.43 gAnalysis8290A1Prep3050B1.00 g	TypeMethodRunFactorAmountAmountPrep8290RA10.43 g20 uLAnalysis8290ARA1Prep829010.43 g20 uLAnalysis8290A1Prep8290A1Prep3050B1.00 g50 mL	TypeMethodRunFactorAmountAmountNumberPrep8290RA10.43 g20 uL438736Analysis8290ARA1440979Prep829010.43 g20 uL438736Analysis8290A1439642Prep3050B1.00 g50 mL231706	Type         Method         Run         Factor         Amount         Amount         Number         or Analyzed           Prep         8290         RA         10.43 g         20 uL         438736         12/04/20 14:22           Analysis         8290A         RA         1         440979         12/10/20 20:51           Prep         8290         RA         1         438736         12/04/20 14:22           Analysis         8290A         RA         1         438736         12/04/20 14:22           Analysis         8290A         1         10.43 g         20 uL         438736         12/04/20 14:22           Analysis         8290A         1         1         20 uL         438736         12/04/20 14:22           Prep         8290A         1         1         20 uL         439642         12/08/20 19:39           Prep         3050B         1.00 g         50 mL         231706         12/09/20 10:39	Type         Method         Run         Factor         Amount         Amount         Number         or Analyzed         Analyst           Prep         8290         RA         10.43 g         20 uL         438736         12/04/20 14:22         RDR           Analysis         8290A         RA         1         20 uL         438736         12/04/20 14:22         RDR           Prep         8290A         RA         1         20 uL         438736         12/04/20 14:22         RDR           Analysis         8290A         RA         1         20 uL         438736         12/04/20 14:22         RDR           Analysis         8290A         1         10.43 g         20 uL         438736         12/04/20 14:22         RDR           Analysis         8290A         1         1         20 uL         438736         12/04/20 14:22         RDR           Analysis         8290A         1         1         20 uL         438736         12/04/20 14:22         RDR           Prep         3050B         1         1.00 g         50 mL         231706         12/09/20 10:39         EM

# Client Sample ID: DPT-3(0.5-2) Date Collected: 12/02/20 12:36 Date Received: 12/03/20 10:10

	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
Total/NA	Analysis	Moisture		1			231552	12/04/20 11:22	AJG	TAL TAM

Eurofins TestAmerica, Tampa

Lab Sample ID: 660-106282-13

Matrix: Solid

# Client Sample ID: DPT-3(0.5-2) Date Collected: 12/02/20 12:36 Date Received: 12/03/20 10:10

	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
Total/NA	Prep	8290	RA		9.79 g	20 uL	438736	12/04/20 14:22	RDR	TAL SAC
Total/NA	Analysis	8290A	RA	1			440979	12/10/20 22:46	AS	TAL SAC
Total/NA	Prep	8290			9.79 g	20 uL	438736	12/04/20 14:22	RDR	TAL SAC
Total/NA	Analysis	8290A		1			439642	12/08/20 20:27	ALM	TAL SAC
Total/NA	Prep	3050B			0.99 g	50 mL	231706	12/09/20 10:39	EM	TAL TAM
Total/NA	Analysis	6010D		1			231778	12/10/20 11:08	EM	TAL TAM

#### Client Sample ID: DPT-3(2-4) Date Collected: 12/02/20 12:37 Date Received: 12/03/20 10:10

Γ	Batch	Batch		Dil	Initial	Final	Batch	Prepared			
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab	
Total/NA	Analysis	Moisture		1			231552	12/04/20 10:22	AJG	TAL TAM	-

### Client Sample ID: DPT-3(2-4) Date Collected: 12/02/20 12:37 Date Received: 12/03/20 10:10

<b>Prep Type</b> Total/NA Total/NA	Batch Type Prep Analysis	Batch Method 8290 8290A	Run	Dil Factor	Initial Amount 10.12 g	Final Amount 20 uL	Batch Number 438736 439642	Prepared or Analyzed 12/04/20 14:22 12/08/20 21:15	<b>Analyst</b> RDR ALM	Lab TAL SAC TAL SAC
Total/NA Total/NA	Prep Analysis	3050B 6010D		1	1.00 g	50 mL	231706 231778	12/09/20 10:39 12/10/20 11:11	EM EM	TAL TAM TAL TAM

# Client Sample ID: DPT-3(4-6) Date Collected: 12/02/20 12:38 Date Received: 12/03/20 10:10

	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
Total/NA	Analysis	Moisture		1			231552	12/04/20 11:28	AJG	TAL TAM

#### Client Sample ID: DPT-3(4-6) Date Collected: 12/02/20 12:38 Date Received: 12/03/20 10:10

	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
Total/NA	Prep	8290			10.88 g	20 uL	438736	12/04/20 14:22	RDR	TAL SAC
Total/NA	Analysis	8290A		1			439642	12/08/20 22:02	ALM	TAL SAC
Total/NA	Prep	3050B			0.98 g	50 mL	231706	12/09/20 10:39	EM	TAL TAM
Total/NA	Analysis	6010D		1			231778	12/10/20 11:14	EM	TAL TAM
Total/NA	Prep	3050B			0.98 g	50 mL	231706	12/09/20 10:39	EM	TAL TAM
Total/NA	Analysis	6010D		1			231820	12/11/20 11:02	EM	TAL TAM

Job ID: 660-106282-1

# Lab Sample ID: 660-106282-13 Matrix: Solid

Lab Sample ID: 660-106282-14

Lab Sample ID: 660-106282-14

Lab Sample ID: 660-106282-15

Lab Sample ID: 660-106282-15

Percent Solids: 91.5

Matrix: Solid

Matrix: Solid

Matrix: Solid

Matrix: Solid

Percent Solids: 85.5

Percent Solids: 94.2

Client Sample ID: DPT-4(0-0.5)

# Lab Sample ID: 660-106282-16 Matrix: Solid

Date Collected: 12/02/20 13:05 Date Received: 12/03/20 10:10

	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
Total/NA	Analysis	Moisture		1			231552	12/04/20 10:04	AJG	TAL TAM
Client Sam	ple ID: DP1	Γ-4(0-0.5)					Lab	Sample ID	: 660-1	06282-1
Date Collecte										atrix: Soli
Date Received	d: 12/03/20 1	0:10						P	ercent S	olids: 92
-	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
Total/NA	Prep	8290			9.90 g	20 uL	438736	12/04/20 14:22		TAL SAC
Total/NA	Analysis	8290A		1	0		440007	12/09/20 02:42	AS	TAL SAC
Total/NA	Prep	3050B			0.98 g	50 mL	231706	12/09/20 10:39	EM	TAL TAM
Total/NA	Analysis	6010D		1	5		231778	12/10/20 11:24	EM	TAL TAM
- Client Com							Lab	Sample ID		0000 4
Client Sam							Lap	Sample ID		
Date Collecte									IVIa	atrix: Soli
-				Dil	luciti e l	Final	Datah	Duononod		
Bron Tuno	Batch	Batch Method	Run	Dil Factor	Initial Amount	Final Amount	Batch Number	Prepared or Analyzed	Analyst	Lab
Prep Type Total/NA	Analysis	Moisture	Kuli	1	Amount	Amount	231552	12/04/20 10:45	Analyst	TAL TAM
	Analysis	Molature					201002	12/04/20 10.43	A00	
Date Collecte	d: 12/02/20 1	2:30					Lab	Sample ID	Ма	trix: Soli
Date Collecter Date Received	d: 12/02/20 1 d: 12/03/20 1 Batch	2:30 0:10 Batch	<b>D</b>	Dil	Initial	Final	Batch	Prepared	Ma ercent S	atrix: Soli olids: 71.
Date Collecter Date Received	d: 12/02/20 1 d: 12/03/20 1 Batch Type	2:30 0:10 Batch Method	Run	Dil Factor	Amount	Amount	Batch Number	Prepared or Analyzed	Ma ercent S Analyst	trix: Soli olids: 71. Lab
Date Collecte Date Received	d: 12/02/20 1 d: 12/03/20 1 Batch Type Prep	2:30 0:10 Batch <u>Method</u> 8290	Run RA RA				Batch Number 438736	Prepared	Ma ercent S Analyst RDR	atrix: Soli olids: 71.
Date Collecter Date Received Prep Type Total/NA Total/NA	d: 12/02/20 1 d: 12/03/20 1 Batch Type Prep Analysis	2:30 0:10 Batch Method 8290 8290A	RA	Factor	<b>Amount</b> 9.91 g	Amount 20 uL	<b>Batch</b> <b>Number</b> 438736 440979	Prepared or Analyzed 12/04/20 14:22 12/10/20 21:29	Ma ercent S Analyst RDR AS	Lab TAL SAC
Date Collecter Date Received Prep Type Total/NA	d: 12/02/20 1 d: 12/03/20 1 Batch Type Prep Analysis Prep	2:30 0:10 Batch Method 8290 8290A 8290	RA	Factor	Amount	Amount	Batch Number 438736	Prepared or Analyzed 12/04/20 14:22 12/10/20 21:29 12/04/20 14:22	Ma ercent S Analyst RDR AS RDR	trix: Soli olids: 71. Lab TAL SAC
Total/NA Total/NA Total/NA Total/NA	d: 12/02/20 1 d: 12/03/20 1 Batch Type Prep Analysis Prep Analysis	2:30 0:10 Batch 8290 8290A 8290 8290A 8290A	RA	<b>Factor</b>	<b>Amount</b> 9.91 g 9.91 g	Amount 20 uL 20 uL	Batch Number 438736 440979 438736 440007	Prepared or Analyzed 12/04/20 14:22 12/10/20 21:29 12/04/20 14:22 12/09/20 03:30	Ma ercent S Analyst RDR AS RDR AS	Lab TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC
Prep Type Total/NA Total/NA	d: 12/02/20 1 d: 12/03/20 1 Batch Type Prep Analysis Prep	2:30 0:10 Batch Method 8290 8290A 8290	RA	<b>Factor</b>	<b>Amount</b> 9.91 g	Amount 20 uL	<b>Batch</b> <b>Number</b> 438736 440979 438736	Prepared or Analyzed 12/04/20 14:22 12/10/20 21:29 12/04/20 14:22 12/09/20 03:30 12/09/20 10:39	Ma ercent S Analyst RDR AS RDR AS EM	Lab TAL SAC TAL SAC TAL SAC
Date Collecter Date Received Prep Type Total/NA Total/NA Total/NA Total/NA Total/NA	d: 12/02/20 1 d: 12/03/20 1 Batch Type Prep Analysis Prep Analysis Prep Analysis	2:30 0:10 Batch Method 8290 8290A 8290A 8290A 3050B 6010D	RA	Factor 1	<b>Amount</b> 9.91 g 9.91 g	Amount 20 uL 20 uL	Batch Number 438736 440979 438736 440007 231706 231778	Prepared or Analyzed 12/04/20 14:22 12/10/20 21:29 12/04/20 14:22 12/09/20 03:30 12/09/20 10:39 12/10/20 11:27	Ma ercent S Analyst RDR AS RDR AS EM EM	Lab TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL TAM TAL TAM
Date Collecter Date Received Prep Type Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA	d: 12/02/20 1 d: 12/03/20 1 Batch Type Prep Analysis Prep Analysis Prep Analysis	2:30 0:10 Batch Method 8290 8290A 8290A 8290A 3050B 6010D <b>T-4(2-4)</b>	RA	Factor 1	<b>Amount</b> 9.91 g 9.91 g	Amount 20 uL 20 uL	Batch Number 438736 440979 438736 440007 231706 231778	Prepared or Analyzed 12/04/20 14:22 12/10/20 21:29 12/04/20 14:22 12/09/20 03:30 12/09/20 10:39	Ma ercent S Analyst RDR AS RDR AS EM EM EM	Lab TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL TAM TAL TAM TAL TAM
Date Collected Date Received Prep Type Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Cotal/NA	d: 12/02/20 1 d: 12/03/20 1 Batch Type Prep Analysis Prep Analysis Prep Analysis Ole ID: DPT d: 12/02/20 1	2:30 0:10 Batch Method 8290 8290A 8290A 8290A 3050B 6010D <b>T-4(2-4)</b> 3:07	RA	Factor 1	<b>Amount</b> 9.91 g 9.91 g	Amount 20 uL 20 uL	Batch Number 438736 440979 438736 440007 231706 231778	Prepared or Analyzed 12/04/20 14:22 12/10/20 21:29 12/04/20 14:22 12/09/20 03:30 12/09/20 10:39 12/10/20 11:27	Ma ercent S Analyst RDR AS RDR AS EM EM EM	Lab TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL TAM TAL TAM
Date Collected Date Received Prep Type Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Cotal/NA	d: 12/02/20 1 d: 12/03/20 1 Batch Type Prep Analysis Prep Analysis Prep Analysis Die ID: DPT d: 12/02/20 1 d: 12/03/20 1	2:30 0:10 Batch Method 8290 8290A 8290A 3050B 6010D <b>T-4(2-4)</b> 3:07 0:10	RA	Factor 1 1	<b>Amount</b> 9.91 g 9.91 g 1.03 g	Amount 20 uL 20 uL 50 mL	Batch Number 438736 440979 438736 440007 231706 231778 Lab	Prepared or Analyzed 12/04/20 14:22 12/10/20 21:29 12/04/20 14:22 12/09/20 03:30 12/09/20 10:39 12/10/20 11:27 Sample ID	Ma ercent S Analyst RDR AS RDR AS EM EM EM	Lab TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL TAM TAL TAM
Prep Type Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA	d: 12/02/20 1 d: 12/03/20 1 Batch Type Prep Analysis Prep Analysis Prep Analysis Die ID: DPT d: 12/02/20 1 d: 12/03/20 1 Batch	2:30 0:10 Batch Method 8290 8290A 8290A 3050B 6010D <b>T-4(2-4)</b> 3:07 0:10 Batch	RA RA	Factor 1 1 1 Dil	Amount           9.91 g           1.03 g	Amount 20 uL 20 uL 50 mL	Batch Number 438736 440979 438736 440007 231776 231778 Lab Batch	Prepared or Analyzed 12/04/20 14:22 12/10/20 21:29 12/04/20 14:22 12/09/20 03:30 12/09/20 10:39 12/10/20 11:27 Sample ID Prepared	Ma ercent S Analyst RDR AS RDR AS EM EM EM : 660-10 Ma	Lab TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL TAM TAL TAM TAL TAM
Prep Type Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Client Samp Date Collecter Date Received	d: 12/02/20 1 d: 12/03/20 1 Batch Type Prep Analysis Prep Analysis Prep Analysis Die ID: DPT d: 12/02/20 1 d: 12/03/20 1 Batch Type	2:30 0:10 Batch Method 8290 8290A 8290A 3050B 6010D <b>F-4(2-4)</b> 3:07 0:10 Batch Method	RA	Factor 1 1 1 1 Dil Factor	<b>Amount</b> 9.91 g 9.91 g 1.03 g	Amount 20 uL 20 uL 50 mL	Batch Number 438736 440979 438736 440007 231706 231778 Lab Batch Number	Prepared or Analyzed 12/04/20 14:22 12/10/20 21:29 12/04/20 14:22 12/09/20 03:30 12/09/20 10:39 12/10/20 11:27 Sample ID Prepared or Analyzed	Ma ercent S Analyst RDR AS RDR AS EM EM : 660-10 Ma	Lab TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL TAM TAL TAM TAL TAM TAL TAM TAL TAM
Prep Type Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Client Samp Date Collected Date Received Prep Type Total/NA	d: 12/02/20 1 d: 12/03/20 1 Batch Type Prep Analysis Prep Analysis Prep Analysis DIE ID: DPT d: 12/02/20 1 d: 12/03/20 1 Batch Type Analysis	2:30 0:10 Batch Method 8290 8290A 8290A 8290A 3050B 6010D <b>F-4(2-4)</b> 3:07 0:10 Batch Method Moisture	RA RA	Factor 1 1 1 Dil	Amount           9.91 g           1.03 g	Amount 20 uL 20 uL 50 mL	Batch           Number           438736           440979           438736           440007           231706           231778           Lab           Batch           Number           231552	Prepared or Analyzed 12/04/20 14:22 12/10/20 21:29 12/04/20 14:22 12/09/20 03:30 12/09/20 10:39 12/10/20 11:27 Sample ID Prepared or Analyzed 12/04/20 10:03	Ma ercent S Analyst RDR AS EM EM EM EM EM EM EM AJG	Lab TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL TAM TAL TAM D6282-1 atrix: Soli
Prep Type Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Client Samp Date Collecter Date Received Prep Type Total/NA	d: 12/02/20 1 d: 12/03/20 1 Batch Type Prep Analysis Prep Analysis Prep Analysis Ole ID: DP d: 12/02/20 1 d: 12/03/20 1 Batch Type Analysis	2:30 0:10 Batch Method 8290 8290A 8290A 3050B 6010D <b>F-4(2-4)</b> 3:07 0:10 Batch Method Moisture <b>F-4(2-4)</b>	RA RA	Factor 1 1 1 1 Dil Factor	Amount           9.91 g           1.03 g	Amount 20 uL 20 uL 50 mL	Batch           Number           438736           440979           438736           440007           231706           231778           Lab           Batch           Number           231552	Prepared or Analyzed 12/04/20 14:22 12/10/20 21:29 12/04/20 14:22 12/09/20 03:30 12/09/20 10:39 12/10/20 11:27 Sample ID Prepared or Analyzed	Ma ercent S Analyst RDR AS RDR AS EM EM : 660-11 Ma AJG : 660-11	Lab TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL TAM TAL TAM TAL TAM TAL TAM TAL TAM
Prep Type Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Client Samp Date Collected Date Collected Date Collected Date Collected Date Collected	d: 12/02/20 1 d: 12/03/20 1 Batch Type Prep Analysis Prep Analysis Prep Analysis Ole ID: DPT d: 12/02/20 1 Batch Type Analysis Ole ID: DPT d: 12/02/20 1	2:30 0:10 Batch Method 8290 8290A 8290A 8290A 3050B 6010D <b>F-4(2-4)</b> 3:07 0:10 Batch Method Moisture <b>F-4(2-4)</b> 3:07	RA RA	Factor 1 1 1 1 Dil Factor	Amount           9.91 g           1.03 g	Amount 20 uL 20 uL 50 mL	Batch           Number           438736           440979           438736           440007           231706           231778           Lab           Batch           Number           231552	Prepared or Analyzed 12/04/20 14:22 12/10/20 21:29 12/09/20 03:30 12/09/20 10:39 12/10/20 11:27 Sample ID Prepared or Analyzed 12/04/20 10:03 Sample ID	Ma ercent S Analyst RDR AS RDR AS EM EM : 660-10 Ma : 660-10 Ma	Lab TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL TAM TAL TAM TAL TAM TAL TAM TAL TAM
Prep Type Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Client Samp Date Collected Date Received Total/NA	d: 12/02/20 1 d: 12/03/20 1 Batch Type Prep Analysis Prep Analysis Prep Analysis OIE ID: DPT d: 12/02/20 1 Batch Type Analysis OIE ID: DPT d: 12/02/20 1	2:30 0:10 Batch Method 8290 8290A 8290A 8290A 3050B 6010D <b>F-4(2-4)</b> 3:07 0:10 Batch Method Moisture <b>F-4(2-4)</b> 3:07 0:10	RA RA	Factor 1 1 1 1 1 <b>Dil</b> Factor	Amount 9.91 g 1.03 g	Amount 20 uL 20 uL 50 mL	Batch Number 438736 440979 438736 440007 231706 231778 Lab Batch Number 231552 Lab	Prepared or Analyzed 12/04/20 14:22 12/10/20 21:29 12/09/20 03:30 12/09/20 10:39 12/10/20 11:27 Sample ID Prepared or Analyzed 12/04/20 10:03 Sample ID	Ma ercent S Analyst RDR AS RDR AS EM EM : 660-10 Ma : 660-10 Ma	Lab TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL TAM TAL TAM TAL TAM TAL TAM TAL TAM
Prep Type Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Client Samp Date Collecter Date Received Prep Type Total/NA	d: 12/02/20 1 d: 12/03/20 1 Batch Type Prep Analysis Prep Analysis Prep Analysis DIE ID: DPT d: 12/02/20 1 Batch Type Analysis DIE ID: DPT d: 12/02/20 1 d: 12/02/20 1 d: 12/03/20 1	2:30 0:10 Batch Method 8290 8290A 8290A 8290A 3050B 6010D <b>F-4(2-4)</b> 3:07 0:10 Batch Method Moisture <b>F-4(2-4)</b> 3:07 0:10 Batch	RA RA	Factor 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Amount 9.91 g 1.03 g Initial Amount	Amount 20 uL 20 uL 50 mL Final Amount	Batch Number 438736 440979 438736 440007 231706 231778 Lab Batch Number 231552 Lab	Prepared or Analyzed 12/04/20 14:22 12/10/20 21:29 12/09/20 03:30 12/09/20 10:39 12/10/20 11:27 Sample ID Prepared 0r Analyzed 12/04/20 10:03 Sample ID Prepared	Ma ercent S Analyst RDR AS EM EM : 660-10 Ma Analyst AJG : 660-10 Ma ercent S	Lab TAL SAC TAL SAC
Prep Type Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Client Samp Date Collected Date Received Prep Type Total/NA	d: 12/02/20 1 d: 12/03/20 1 Batch Type Prep Analysis Prep Analysis Prep Analysis Ole ID: DPT d: 12/02/20 1 Batch Type Analysis Ole ID: DPT d: 12/02/20 1 d: 12/02/20 1 Hanalysis	2:30 0:10 Batch Method 8290 8290A 8290A 8290A 3050B 6010D <b>F-4(2-4)</b> 3:07 0:10 Batch Method Moisture <b>F-4(2-4)</b> 3:07 0:10 Batch Method	RA RA Run	Factor 1 1 1 1 1 <b>Dil</b> Factor	Amount 9.91 g 1.03 g Initial Amount	Amount 20 uL 20 uL 50 mL Final Amount	Batch           Number           438736           440979           438736           440007           231706           231778           Lab           Batch           Number           231552           Lab           Batch           Number           Batch           Number	Prepared or Analyzed 12/04/20 14:22 12/10/20 21:29 12/09/20 03:30 12/09/20 10:39 12/10/20 11:27 Sample ID Prepared or Analyzed 12/04/20 10:03 Sample ID Prepared or Analyzed	Ma ercent S Analyst RDR AS EM EM : 660-10 Ma Analyst AJG : 660-10 Ma ercent S	Lab TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL SAC TAL TAM TAL TAM D6282-1 Atrix: Soli Olds: 91. Lab
Date Collecter Date Received Prep Type Total/NA Total/NA Total/NA Total/NA Total/NA Total/NA Client Samp Date Collecter Date Received Total/NA	d: 12/02/20 1 d: 12/03/20 1 Batch Type Prep Analysis Prep Analysis Prep Analysis DIE ID: DPT d: 12/02/20 1 Batch Type Analysis DIE ID: DPT d: 12/02/20 1 d: 12/02/20 1 d: 12/03/20 1	2:30 0:10 Batch Method 8290 8290A 8290A 8290A 3050B 6010D <b>F-4(2-4)</b> 3:07 0:10 Batch Method Moisture <b>F-4(2-4)</b> 3:07 0:10 Batch	RA RA	Factor 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Amount 9.91 g 1.03 g Initial Amount	Amount 20 uL 20 uL 50 mL Final Amount	Batch Number 438736 440979 438736 440007 231706 231778 Lab Batch Number 231552 Lab	Prepared or Analyzed 12/04/20 14:22 12/10/20 21:29 12/09/20 03:30 12/09/20 10:39 12/10/20 11:27 Sample ID Prepared 0r Analyzed 12/04/20 10:03 Sample ID Prepared	Ma ercent S Analyst RDR AS EM EM : 660-10 Ma ercent S Analyst RDR	Lab TAL SAC TAL SAC

# Lab Sample ID: 660-106282-18

Percent Solids: 91.5

# Client Sample ID: DPT-4(2-4) Date Collected: 12/02/20 13:07 Date Received: 12/03/20 10:10

	Batch	Batch	_	Dil	Initial	Final	Batch	Prepared		
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
Total/NA	Prep	8290			9.45 g	20 uL	438736	12/04/20 14:22	RDR	TAL SAC
Total/NA	Analysis	8290A		1			440284	12/09/20 13:45	AS	TAL SAC
Total/NA	Prep	3050B			0.98 g	50 mL	231706	12/09/20 10:39	EM	TAL TAM
Total/NA	Analysis	6010D		1			231778	12/10/20 11:30	EM	TAL TAM

#### Client Sample ID: DPT-4(4-6) Date Collected: 12/02/20 13:08 Date Received: 12/03/20 10:10

	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
Total/NA	Analysis	Moisture		1			231552	12/04/20 10:29	AJG	TAL TAM

# Client Sample ID: DPT-4(4-6) Date Collected: 12/02/20 13:08 Date Received: 12/03/20 10:10

# Lab Sample ID: 660-106282-19 Matrix: Solid

#### Percent Solids: 76.8

	Batch	Batch		Dil	Initial	Final	Batch	Prepared		
Prep Type	Туре	Method	Run	Factor	Amount	Amount	Number	or Analyzed	Analyst	Lab
Total/NA	Prep	8290			9.81 g	20 uL	438736	12/04/20 14:22	RDR	TAL SAC
Total/NA	Analysis	8290A		1			440007	12/09/20 05:06	AS	TAL SAC
Total/NA	Prep	3050B			0.99 g	50 mL	231706	12/09/20 10:39	EM	TAL TAM
Total/NA	Analysis	6010D		1			231778	12/10/20 11:33	EM	TAL TAM
Total/NA	Prep	3050B			0.99 g	50 mL	231706	12/09/20 10:39	EM	TAL TAM
Total/NA	Analysis	6010D		1			231820	12/11/20 11:06	EM	TAL TAM

#### Laboratory References:

TAL SAC = Eurofins TestAmerica, Sacramento, 880 Riverside Parkway, West Sacramento, CA 95605, TEL (916)373-5600

TAL TAM = Eurofins TestAmerica, Tampa, 6712 Benjamin Road, Suite 100, Tampa, FL 33634, TEL (813)885-7427

Matrix: Solid Lab Sample ID: 660-106282-19 Matrix: Solid 11

# **Method Summary**

#### Client: Geosyntec Consultants, Inc. Project/Site: AHS-Palm Beach Landfill Site

Method	Method Description	Protocol	Laboratory
3290A	Dioxins and Furans (HRGC/HRMS)	SW846	TAL SAC
010D	Metals (ICP)	SW846	TAL TAM
2216	Percent Moisture	ASTM	TAL SAC
loisture	Percent Moisture	EPA	TAL TAM
050B	Preparation, Metals	SW846	TAL TAM
3290	Soxhlet Extraction of Dioxins and Furans	SW846	TAL SAC

#### **Protocol References:**

ASTM = ASTM International

EPA = US Environmental Protection Agency

SW846 = "Test Methods For Evaluating Solid Waste, Physical/Chemical Methods", Third Edition, November 1986 And Its Updates.

#### Laboratory References:

TAL SAC = Eurofins TestAmerica, Sacramento, 880 Riverside Parkway, West Sacramento, CA 95605, TEL (916)373-5600 TAL TAM = Eurofins TestAmerica, Tampa, 6712 Benjamin Road, Suite 100, Tampa, FL 33634, TEL (813)885-7427

# Accreditation/Certification Summary

Client: Geosyntec Consultants, Inc. Project/Site: AHS-Palm Beach Landfill Site Job ID: 660-106282-1

# Laboratory: Eurofins TestAmerica, Tampa

The accreditations/certifications listed below are applicable to this report.

Authority	Program	Identification Number	Expiration Date
Florida	NELAP	E84282	06-30-21
-			
_aboratory: Eurof	ins TestAmerica, Sacramente	0	
	ons listed below are applicable to this report.		

Authority	Program	Identification Number	Expiration Date	
Florida	NELAP	E87570	06-30-21	

Phone: 813-885-7427 Fax: 813-885-7049	Sampler			Lab PM	M:				Laudero		_	COC No:	
Client Information	2.CHMO	7. CHANDLER S J. HUBBARD								e		660-95753-308	862.1
Client Contact: Mr. David Latham	Phone:			E-Mail	š.		+		State of Origin	r.		Page 1 of 7 2	
Company. Seosyntec Consultants, Inc.			PWSID:				An	alysis Re	quested			Job #:	
Address: 900 Broken Sound Pkwy Suite 200	Due Date Requeste	ed:				TT	TT	TT	ITT	TT		Preservation Co	odes:
City:	TAT Requested (da	iys):										A - HCL B - NaOH	M - Hexane N - None
Boca Raton State, Zip:												C - Zn Acetate D - Nitric Acid	O - AsNaO2 P - Na2O4S
FL, 33487	Compliance Project	t: ∆ Yes	Δ No									E - NBHSO4 F - MeOH	Q - Na2SO3 R - Na2S2O3
					9		11					G - Amchlor H - Ascorbic Acid	
mail: flatham@geosyntec.com	WO #:		e		s or No) No)						2	I - Ice J - DI Water	U - Acetone V - MCAA W - pH 4-5
Project Name. AHS-Palm Beach Landfill Site	Project # FL3	\$57.8			io (Yes	8			111		containers	K - EDTA L - EDA	Z - other (specify)
ito:	SSOW#				ampi	Cd, Cr,					of con	Other:	
			Cample	Matrix	S his	Ba,						J D+	=1
		1	Sample Type	(W=water, B~solid,	17.						Total Number	10.001	P.41 9
Sample Identification	Sample Date	Sample Time	(C=comp, G=grab)	O-wastn/oil,	Field	8290A					Total	Special	Instructions/Note:
	$\leq$	$\times$	Preserva	tion Code:	XX						X		
B-1 (4-6)	12/1/2020	9:40	S	Solid		X							
B-1 (17.5-18)	1	9:45	1	Solid		X							
B-1 (17.5-18) B-1 (18-18.5)		7:50		Solid		×		1 1	111	11	IT		Loc: 660
DPT-2 (0-0.5)	12/2/2022			Solid		X							106282
DPT-2 (0.5-2)	1	1031		Solid	Ш	×							
DPT-2 (2-4)	1	1032		Solid		X		660-10628	2 Chain of C				
DPT-2 (4-6)		1033		Solid		X		10020	2 Onain of C	ustody			
DPT-1 (0-0.5)		1120		Solid		×				-			
DPT-1 (0.5-2)		1121		Solid		x							
DPT-1(2-4)		1122		Solid		x	+						2.4
DAT-1 (4-6)		1123	V	Solid	V	×				1.			
Possible Hazard Identification					_		sal ( A I	fee may be	assessed if	samples a	re retain	ned longer than	1 month)
Non-Hazard Flammable Skin Irritant	Poison B Unkn	own	Radiological		Car	Return T			Disposal By	Lab	Arcl	hive For	Months
Deliverable Requested: I, II, III, IV, Other (specify)		0-1-				adi mstruc	uons/QC	C Requireme		1000	_	_	
telinquished by:	Date/Time:	Date:		Company	Time:	lecentra -	4	-		of Shipment		13:	Company
atter	12/21	2020	1340	GE	0		dell	- 60	co		12/2	Zoto	
telinquished by	12/2/2/2	020 1	1500	Company GCO	F	and they are	Mag	Sol		Datertine	2/20	1340	Company
telinquished by	Date Time:			Company	F	Received by	10	a,		Date/Time		1010	Company
Custody Seals Intact: Custody Seal No.:			1		K	coler Temps	stature(s)	°C and Other F	Remaiks (	1811	19	CUDG	1111-8
Δ Yes Δ No					_		~		- 0	.010	1.1	0001	Ver: 11/01/2020

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12/23/2020 (Rev. 1)

#### Eurofins TestAmerica, Tampa

Chain of Custody Record

Environment Testing America

6712 Benjamin Road Suite 100 Tampa, FL 33634 Phone: 813-885-7427 Fax: 813-885-7049

Client Information	Sampler: 	(ac +	140	Casto Lab F	PM:					C	Carrier Tracking No(s):			
Client Contact:	Phone:		P-11- WE	E-Ma	ail:	State of Origin:				660-95753-30862.2 Page:				
Mr. David Latham Company:			PWSID:											Page 2 of <b>2</b>
Geosyntec Consultants, Inc.			T WOID.					An	alysis	Requ	ested			500 W.
Address: 900 Broken Sound Pkwy Suite 200	Due Date Requeste	ed:		-						TT				Preservation Codes:
City:	TAT Requested (da	iys):											1	A - HCL M - Hexane B - NaOH N - None
Boca Raton State, Zip:														C - Zn Acetate O - AsNaO2 D - Nitric Acid P - Na2O4S
FL, 33487	Compliance Project	t: A Yes	A No											E - NaHSO4 Q - Na2SO3
Phone:	PO #:													F - MeOH         R - Na2S2O3           G - Amchlor         S - H2SO4
Email: dlatham@geosyntec.com	WO#	175	78		or No)									H - Ascorbic Acid T - TSP Dodecahydrate I - Ice U - Acetone J - DI Water V - MCAA
Project Name:	Project #:	175			(Yes		8		-				iner	K - EDTA W - pH 4-5 L - EDA Z - other (specify)
AHS-Palm Beach Landfill Site	SSOW#	ne			Ves	E	Cr, P						antaina	Other:
	00011				Sam	Fura	8						240	
Sample Identification	Sample Date	Sample Time	Sample Type (C=comp, G=grab)	Matrix (W=water, S=solid, O=waste/oil, BT=TIssue, A=Air)	Field Filtered Perform MS/N	8290A - Dioxin/Furan	6010D - As, Ba,						Total Number	Special Instructions/Note:
	$\sim$	$>\!$		ation Code:	XX		N		1511 203					
DPT-3 (0-0.5)	12/2/2020	1235	9	Solid		x	x							
DPT-3 (0.5-2) DPT-3 (2-4)	1	1236	1	Solid		x	x							
DPT-3 (2-4)		1237		Solid		x	×							
DPT-3 (4-6)		1238		Solid	П	x	×							
DPT-4 (6-0.5)		1305		Solid	$\square$	x	×						1	
DPT-4 (0.5-2)		1306		Solid	П	×	×							
DPT-4 (2-4)		1307		Solid	$\square$	x	X							
DPT-4 (4-6)		1308	J	Solid		X								
				Solid	$\square$		1							
				Solid	Ħ					++				
	2		',	Solid	1									
Possible Hazard Identification					Sa	mple	Dispo	sal ( A i	fee ma	y be as	sessed if	samples a	re retai	ined longer than 1 month)
Non-Hazard Flammable Skin Irritant	Poison B Unkno	own	Radiologica	al l			Return 7	o Client	t	Di	sposal By	Lab	- Ar	chive For Months
Deliverable Requested: I, II, III, IV, Other (specify)					Sp	ecial	Instruct	tions/Q0	C Requ	irement	S:			
mpty Kit Relinquished by:	1	Date:			Time:	-		1			Method	of Shipment:		
Relinquished by:	Date/Time:			Company	-	Rece	t	Vand	11		_	Date/Time		13:40 Geo.
Relinquished by	12/2/2	020	1340	GED			niver by	full	n	T		DataTing	20	13:40 GCO.
freedu		010	1500	Company C-EO		- Act	X	Ma	194	X	_	Date/Tilne	2/20	> 1340 Compensent
Relinquished by:	Date/Time:			Company		Rece	ived by:	T	10	21		Date/Time	£.,	15 Acs Company
Custody Seals Intact: Custody Seal No.:						Cool	er Tempe	rature(s)	and O	ther Rem	arks	12/3	120	Tolo THTomp
$\Delta$ Yes $\Delta$ No														

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6.3

#### WORK ORDERS SHIPPED FROM DELRAY SERVICE CENTER

#### 12/2/2020

Work Order #	Description	CLIENT	Project Manager	Tampa	Savannah	Tracking	Status
#1	12 GW VOA, PAH, FLPRO, EDB	BTEX Eng	Matt Jones	Y			
#2	20 soil Dioxin, 8 soil metals	Geosyntec	Jess Hornsby	Y			
#3							
#4							
#5							
#6					1		
#7							
#8							

3 coolers

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#### Eurofins TestAmerica, Tampa 6712 Benjamin Road Suite 100

### Chain of Custody Record



a eurofins Environment Testing America

Tampa, FL 33634 Phone: 813-885-7427 Fax: 813-885-7049

Client Information (Sub Contract Lab)	Sampler						PM: msby, Jess							o(s):			COC No: 660-125892.1	
Client Contact: Shipping/Receiving	Phone:			E-Ma Jes		sby@	Eurofi	nset.co	m			te of Origi orida	in:	_			Page: Page 1 of 3	
Company:				_	Accreditations Required (See note):												Job #:	
FestAmerica Laboratories, Inc.	Due Date Requeste	d.			NELA	NELAP - Florida							-	_	_	_	560-106282-1	
380 Riverside Parkway,	12/16/2020	12/16/2020							Analy	sis F	Requ	ested				- 1	Preservation Cod	M - Hexane
City: West Sacramento	TAT Requested (da	TAT Requested (days):										TT	Τ				B - NaOH C - Zn Acetate	N - None O - AsNaO2
tate, Zip: CA, 95605			_														D - Nitric Acid E - NaHSO4 F - MeOH	P - Na2O4S Q - Na2SO3 R - Na2S2O3
hone: 16-373-5600(Tel) 916-372-1059(Fax)	PO #:					2						11					G - Amchlor H - Ascorbic Acid	S - H2SO4 T - TSP Dodecahydra
mail	WO#:				Vo)	DF ON						11					I - Ice J - DI Water	U - Acetone V - MCAA
roject Name: NHS-Palm Beach Landfill Site	Project #: 66015573				a (Yes or os or No)	Sox TCDD/TCDF Only											K - EDTA L - EDA	W - pH 4-5 Z - other (specify)
te.	SSOW#:				Sampla ( ISD (Yes	ox TCI						11				of con	Other:	
Sample Identification - Client ID (Lab ID)	Sample Date	Sample Time	Sample Type (C=comp, G=grab)	Matrix (Wowater, Sesolid, Orweste/oll, ToTissue, AnAle	Field Filtered S Perform MS/MS	00A/8290_P	Moisture									Total Number o	Special In	structions/Note:
	$\sim$	> <	Preservati	on Code:	XX				120			1		34.5		X		
-1(4-6) (660-106282-1)	12/1/20	09:40 Eastern		Solid		×	x									1		
-1(17.5-18) (660-106282-2)	12/1/20	09:45 Eastern		Solid		X	×									1		
-1(18-18.5) (660-106282-3)	12/1/20	09:50 Eastern		Solid		x	x									1		
PT-2(0-0.5) (660-106282-4)	12/2/20	10:30 Eastern		Solid		x	x									1		
PT-2(0.5-2) (660-106282-5)	12/2/20	10:31 Eastern		Solid		x	x									1		
PT-2(2-4) (660-106282-6)	12/2/20	10:32 Eastern		Solid		x	x									1		
PT-2(4-6) (660-106282-7)	12/2/20	10:33 Eastern		Solid		x	x									1		
PT-1(0-0.5) (660-106282-8)	12/2/20	11:20 Eastern		Solid		x	x									1		
PT-1(0.5-2) (660-106282-9)	12/2/20	11:21 Eastern		Solid		x	x									1		
ote: Since laboratory accreditations are subject to change, Eurofins Test saintain accreditation in the State of Origin listed above for analysis/tests estAmerica attention immediately. If all requested accreditations are cur	matrix being analyzed, the sa	amples must b	e shipped back I	o the Eurofin	s TestAn	nerica I	aborat	ory or oth	ratories ber instru	This suctions	sample i will be p	hipment is rovided.	s forwa	arded un langes to	ter chair accredit	n-of-c	custody. If the labora n status should be br	itory does not currently ought to Eurofins
ossible Hazard Identification					Se					may L							d longer than 1	
Inconfirmed Deliverable Requested: I, II, III, IV, Other (specify)	Primary Deliver	able Rank:	2		Sp			To Clin		equire		oosal By	Lab	-	A	rchi	ve For	Months
mpty Kit Relinquished by:		Date:			Time	:	-	-			-	Method	d of Si	hipment.	-	-		
telinguisties of Kell	Date/Time: 12-3-2020 Date/Time:	Date/Time: 12-3-2020 @1700 Company		4		eived b	$\leq$	2	ĥ		_	-	Date/Time	4/2	20	940	Company Eta Suc	
				ompany				-			-							Company
elinquished by:	Date/Time:			Company		Rece	sived b	y:					C	Date/Time	e.			Company
Custody Seals Intact: Custody Seal No.:					Cooler Temperature(s) °C and Other Remarks:					1.1								

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#### Eurofins TestAmerica, Tampa 6712 Benjamin Road Suite 100

### **Chain of Custody Record**

Tampa, FL 33634 Phone: 813-885-7427 Fax: 813-885-7049

Client Information (Sub Contract Lab)	Sampler:						PM: nsby, Jess							o(s):			COC No: 660-125892.2	
Client Contact: Shipping/Receiving	Phone:			E-Mail Jess		by@	Eurofir	set.co	m			te of Orig	in:				Page: Page 2 of 3	
Company:				10033	s.Hornsby@Eurofinset.com Florid: Accreditations Required (See note): NELAP - Florida												Job #:	
TestAmerica Laboratories, Inc. Address:	Due Date Requeste	Due Date Requested:						-	-	-	-	-	-	-	-	_	60-106282-1 Preservation Codes	0
880 Riverside Parkway,	12/16/2020				Analysis Request								_		_	- 1		M - Hexane
City: West Sacramento	TAT Requested (da	iys):														E	B - NaOH H C - Zn Acetate d	N - None 0 - AsNaO2
State, Zip: CA, 95605		_		_												E	E - NaHSO4 (	- Na2O45 2 - Na2SO3
Phone: 916-373-5600(Tel) 916-372-1059(Fax)	PO #	PO #:															G - Amchlor	R - Na2S2O3 S - H2SO4
Email	WO#:	WQ #:					pje (Yes or No) TCDD/TCDF Only								- loe	I - TSP Dodecahy J - Acetone V - MCAA		
Project Name:	Project #:	Project #: 66015573														W - pH 4-5 Z - other (specify)		
AHS-Palm Beach Landfill Site Site:	SSOW#:				mple (	× TCD						11					Other:	
		-			od Sam								- 1			er of		
	Samula Data	Sample	Sample Type (C=comp, G=grab) вт	Matrix (www.star, S=solid, O=wasta/oil,	Field Filtere Perform MS	8290A/8290_P	Moisture									Total Number	Created Inco	
Sample Identification - Client ID (Lab ID)	Sample Date	Time	Preservatio		XX	100	2									\$	Special Inst	tructions/Note
DPT-1(2-4) (660-106282-10)	12/2/20	11:22 Eastern		Solid	T	×	x								П	1		
DPT-1(4-6) (660-106282-11)	12/2/20	11:23 Eastern		Solid	IT	x	x									1		
DPT-3(0-0.5) (660-106282-12)	12/2/20	12:35 Eastern		Solid	tt	x					1	11	1			1		
DPT-3(0.5-2) (660-106282-13)	12/2/20	12:36 Eastern		Solid	IT	x	$\square$									1		
DPT-3(2-4) (660-106282-14)	12/2/20	12:37 Eastern		Solid	IT	×										1		
DPT-3(4-6) (660-106282-15)	12/2/20	12:38 Eastern		Solid		x										4		
DPT-4(0-0.5) (660-106282-16)	12/2/20	13:05 Eastern		Solid		x										1		
DPT-4(0.5-2) (660-106282-17)	12/2/20	12:30 Eastern		Solid		×										1		
DPT-4(2-4) (660-106282-18)	12/2/20	13:07 Eastern		Solid		x										1		
Note: Since laboratory accreditations are subject to change, Eurofins Tes maintain accreditation in the State of Origin listed above for analysis/testa TestAmerica attention immediately. If all requested accreditations are cu	/matrix being analyzed, the s	amples must b	e shipped back to	the Eurofins	s TestAn	nerica	laborato	ry or oth										
Possible Hazard Identification					Sa	ample	Disp	osal (	A fee I	nay t	be ass	essed i	if san	mples are retained longer than 1 month)				
Unconfirmed Deliverable Requested: I, II, III, IV, Other (specify)	Primary Deliver	able Rank:	2		St		_	To Clin	ont QC Re	quire		posal B	y Lab	)	A	Archiv	ve For	Months
Empty Kit Relinquished by:		Date:	-		Time	-							d of S	hipment	_	-		
Relinquished by A Don 1	Date/Time:	or	200 0	ompany	n	Rece	eived by	5	004	1	-	-	1	Date/Tim	e h		GUA	Company
Relinquiphed by:	Date/Time:				F	F Received by:							1	Date/Tim	04/2	N	940	eta Se Company
Relinquished by:	Date/Time:		0	ompany	-	Rece	eived by	5	-	-			-	Date/Tim	0:	-		Company
Custody Seals Intact: Custody Seal No.;					-	Cool	ler Tem	perature	(s) °C an	d Othe	er Rema	rks:	-					
Δ Yes Δ No						1								1.1				

#### Eurofins TestAmerica, Tampa 6712 Benjamin Road Suite 100

### Chain of Custody Record

Environment Testing America

Tampa, FL 33634 Phone: 813-885-7427 Fax: 813-885-7049

Client Information (Sub Contract Lab)	Sampler:			Lab Pl Horn	sby, J	ess					Cam	er Trackir	ng No(s)	F		COC No: 660-125892.3	
Client Contact: Shipping/Receiving	Phone:			E-Mail Jess		sby@l	Eurofins	et.con	n		State	of Origin ida	E			Page: Page 3 of 3	
Company:					Accreditations Required (See note):										-	Job #:	
TestAmerica Laboratories, Inc.	Due Date Requeste	d.			NELAP - Florida								_	_	-	660-106282-1 Preservation Code	
880 Riverside Parkway,	12/16/2020		_		Analysis Requeste									-		A - HCL	M - Hexane
City: West Sacramento	TAT Requested (da	TAT Requested (days):									Γ					B - NaOH	N - None
State, Zip:	-													11		C - Zn Acetate D - Nitric Acid	O - AsNaO2 P - Na2O4S
CA, 95605														11		E - NaHSO4 F - MeOH	Q - Na2SO3 R - Na2S2O3
Phone: 916-373-5600(Tel) 916-372-1059(Fax)	PO#				le (Yes or No) 'es or No)												S - H2SO4 T - TSP Dodecahydra
mail	WO#:	WO#						DF Only						I - Ice J - DI Water	U - Acetone V - MCAA		
Project Name:	Project #:	Project #:													Dare	K-EDTA	W - pH 4-5
AHS-Palm Beach Landfill Site	66015573														rontain	L-EDA	Z - other (specify)
Site:	SSOW#:				Samp SD (	Sox TCDD/TCDF									of co		
Sample Identification - Client ID (Lab ID)	Sample Date	Sample Time	Sample Type (C=comp, G=grab) ar	Matrix (W=water, S=solid, D=waste/oil, Tissue, A=Air)	Field Filtered S Perform MS/M	90A/8290_P	Moisture								Total Number	Special Ins	tructions/Note:
	$\sim$	$\times$	Preservatio		$\times$						1				D		
DPT-4(4-6) (660-106282-19)	12/2/20	13:08 Eastern		Solid	Π	X										1	
		Castern			H	+		-		-	1		-				
		-			H	+		+	++	+	-	++	+	+	-		
					44	-		-		-	-		-	+	-		
					П												
					H	1		-		+	1		+				
					++	+		+	+	-	+		+	+	- 8	-	
					11	-		-		-	-		-		-	-	
					П											-	
	the stars because the stars which	n of mothed a		tion remain		-	L L	d labor	1	This same	-	L L	-			danata fa diska bisan	
Note: Since laboratory accreditations are subject to change, Eurofins Tes maintain accreditation in the State of Origin listed above for analysis/test	s/matrix being analyzed, the s	amples must b	e shipped back to	the Eurofins	TestAr	nerica	aboratory	or othe									
FestAmerica attention immediately. If all requested accreditations are cu	urrent to date, return the signed	d Chain of Cus	tody attesting to s	aid complica	_						_			-	_		
Possible Hazard Identification					S									les are		ned longer than 1	
Unconfirmed Deliverable Requested: I, II, III, IV, Other (specify)	Primary Deliver	able Rank	2		s	_	Return T Instruct	_				osal By	Lab		An	chive For	Months
	T minory Denited		-		_		manuo	(IOTIDI G	10 1100	unome	arrea.	be a c			_		
Empty Kit Relinquished by:	Data	Date:			Time	_	for a bound	_	1	-	-	Method	_				10
Relinquisted by	Date/Time: [2-3-200	o el	200 4	ETY	7	Reci	eved by	X	SA	7			15	2/04	1/2	0 940	Company eta Jac
Reynquished by:	Date/Time:			mpany		Rec	lived by:	-	4		-			e/Time:	-		Company
Relinquished by:	Date/Time:	_	C	mpany	-	Rec	lived by:						Dat	le/Time:	-		Company
				-	_	-			1.00						_		
Custody Seals Intact: Custody Seal No.: Δ Yes Δ No						Coo	er Tempe	erature(s	s) "C and	Other R	temark	50			1	.1	
1 (30 L 110					_	_		_		_	_	_	_	_	_		Ver: 11/01/2020

Environment Test	ng		Sacramento Sample Receiving Notes
660-106282 Field Sheet		SC GS	king #:
e this form to record Sample Custody Seal, Coole a in the job folder with the COC.	r Custody	Seal, Tem	perature & corrected Temperature & other observations.
Therm. ID: Corr. Factor: ( + /			Notes:
Cooler Custody Seal:			
Cooler ID:			
Temp Observed: <u>(,)</u> °C Corrected: From: Temp Blank D Sample <b>C</b>	1.1	_°C	
Cooler compromised/tampered with?	s <u>No</u>	NA D	
Frozen samples show signs of thaw?	104/20	ø	
Unpacking/Laboring the campion	s No	NA	
CoC is complete w/o discrepancies?	/	0 0	
Sample containers have legible labels?			
Sample custody seal?	1	Ø	
Containers are not pronon of the			
Sample date/unce are president			Trizma Lot #(s):
		B	
			Login Completion Yes No 1
		B	Receipt Temperature on COC?
Perchlorate has headspace? (Methods 314, 331, 6850)			Samples received within hold time?     D       NCM Filed?     D
Multiphasic samples are not present?			Log Release checked in TALS?
*Containers requiring zero headspace have no headspace, or			

INTACORPICORPIQAIQA\_FACILITIESISACRAMENTO-QAIDOCUMENT-MANAGEMENT/FORMSIQA-812 SAMPLE RECEIVING NOTES.DOC

QA-812 MBB 11/06/2020

Client: Geosyntec Consultants, Inc.

#### Login Number: 106282 List Number: 1 Creator: Edwards, Erricka

Question	Answer Comment
Radioactivity wasn't checked or is = background as measured by a survey neter.</td <td>N/A</td>	N/A
The cooler's custody seal, if present, is intact.	True
Sample custody seals, if present, are intact.	True
The cooler or samples do not appear to have been compromised or ampered with.	True
Samples were received on ice.	True
Cooler Temperature is acceptable.	True
Cooler Temperature is recorded.	True
COC is present.	True
COC is filled out in ink and legible.	True
COC is filled out with all pertinent information.	True
s the Field Sampler's name present on COC?	True
There are no discrepancies between the containers received and the COC.	True
Samples are received within Holding Time (excluding tests with immediate HTs)	True
Sample containers have legible labels.	True
Containers are not broken or leaking.	True
Sample collection date/times are provided.	True
Appropriate sample containers are used.	True
Sample bottles are completely filled.	True
Sample Preservation Verified.	True
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True
Containers requiring zero headspace have no headspace or bubble is 66mm (1/4").	True
/lultiphasic samples are not present.	True
Samples do not require splitting or compositing.	True
Residual Chlorine Checked.	N/A

Job Number: 660-106282-1

List Source: Eurofins TestAmerica, Tampa

Client: Geosyntec Consultants, Inc.

#### Login Number: 106282 List Number: 2 Creator: Saephan, Kae C

Job Number: 660	-106282-1
-----------------	-----------

Job Number: 660-106282-1	3						
List Source: Eurofins TestAmerica, Sacramento	4						
List Creation: 12/04/20 01:48 PM							
Comment	6						
	7						
	8						
	9						
	10						
ob: 1.1c corr: 1.1c	11						
	12						
Received project as a subcontract.	13						
	14						
	15						
	16						

Question	Answer	Comment
Radioactivity wasn't checked or is = background as measured by a survey meter.</td <td>True</td> <td></td>	True	
The cooler's custody seal, if present, is intact.	N/A	
Sample custody seals, if present, are intact.	N/A	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	ob: 1.1c corr: 1.1c
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	False	Received project as a subcontract.
There are no discrepancies between the containers received and the COC.	True	
Samples are received within Holding Time (excluding tests with immediate HTs)	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified.	N/A	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	

True

True

True

N/A

<6mm (1/4").

Multiphasic samples are not present.

Residual Chlorine Checked.

Samples do not require splitting or compositing.

Containers requiring zero headspace have no headspace or bubble is

### ATTACHMENT D EXCERPTS FROM GFA REPORTS

### **GFA International, Inc.**

Florida's Leading Engineering Source

AHS Residential LLC 12895 SW 132<sup>nd</sup> Street, Suite 202 Miami, Florida 33186

### **Additional Soil and Groundwater Assessment Report**

AHS West Palm Beach 5976 Okeechobee Boulevard West Palm Beach, Palm Beach County, Florida

> GFA Project No. 19-7008.06 September 16, 2020

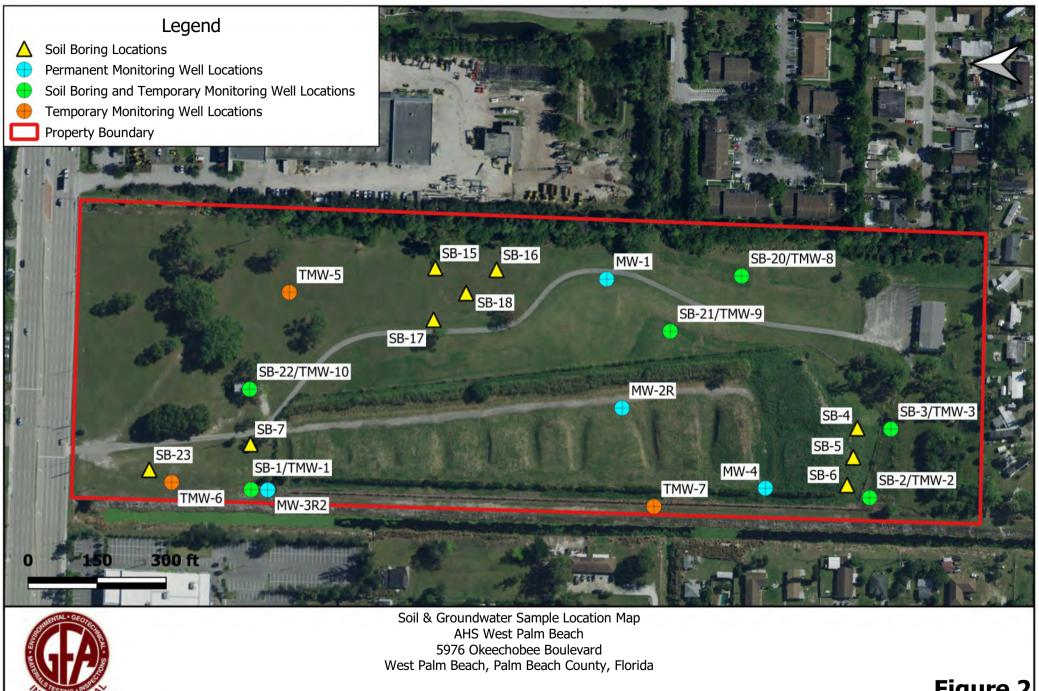


GFA Contacts – Delray Beach

Jonathan Bulley Environmental Department Manager jbulley@teamgfa.com Frederick G. Kaub, P.G. President <u>fkaub@teamgfa.com</u>

#### **Our Specialties**

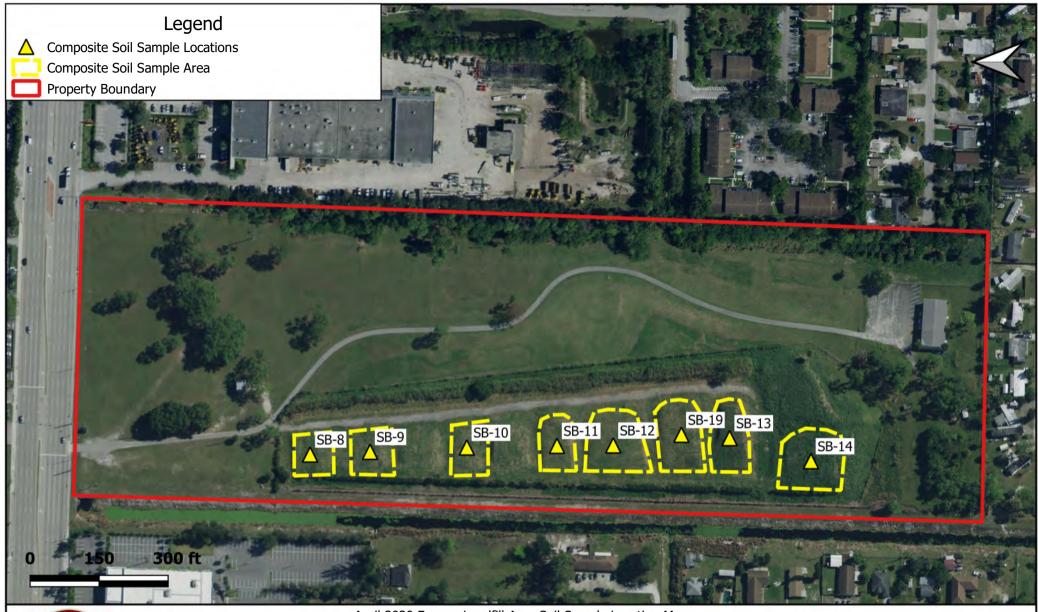
Environmental Consulting | Geotechnical Engineering | Construction Materials Testing Threshold & Special Inspections | Private Provider & Code Compliance



GFA Project No.: 19-7008.06, Drawn By: JA

ERNATIO

Figure 2

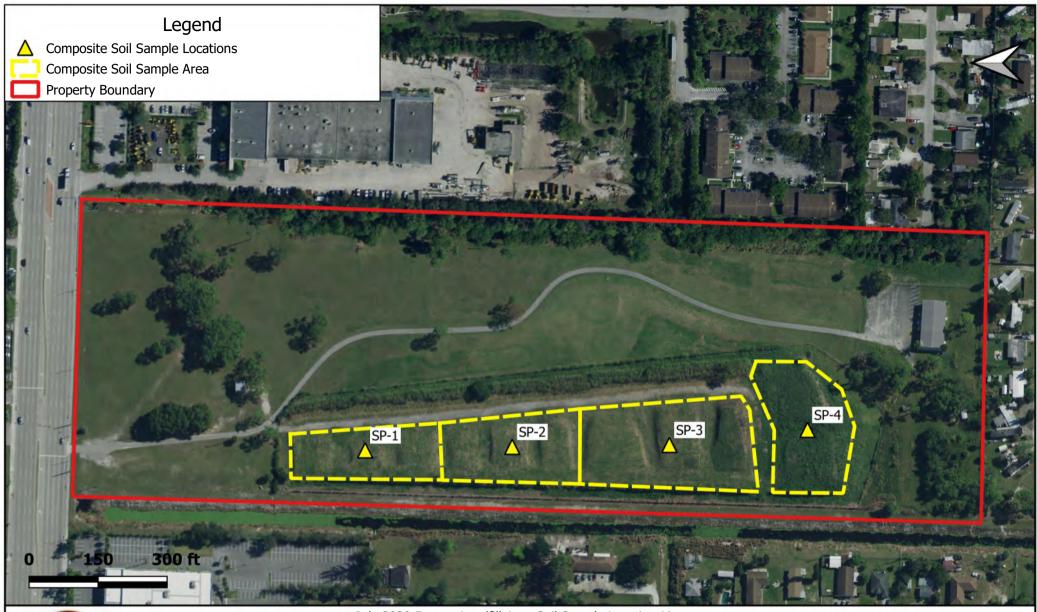




April 2020 Former Landfill Area Soil Sample Location Map AHS West Palm Beach 5976 Okeechobee Boulevard West Palm Beach, Palm Beach County, Florida

GFA Project No.: 19-7008.06, Drawn By: JA

Figure 3A

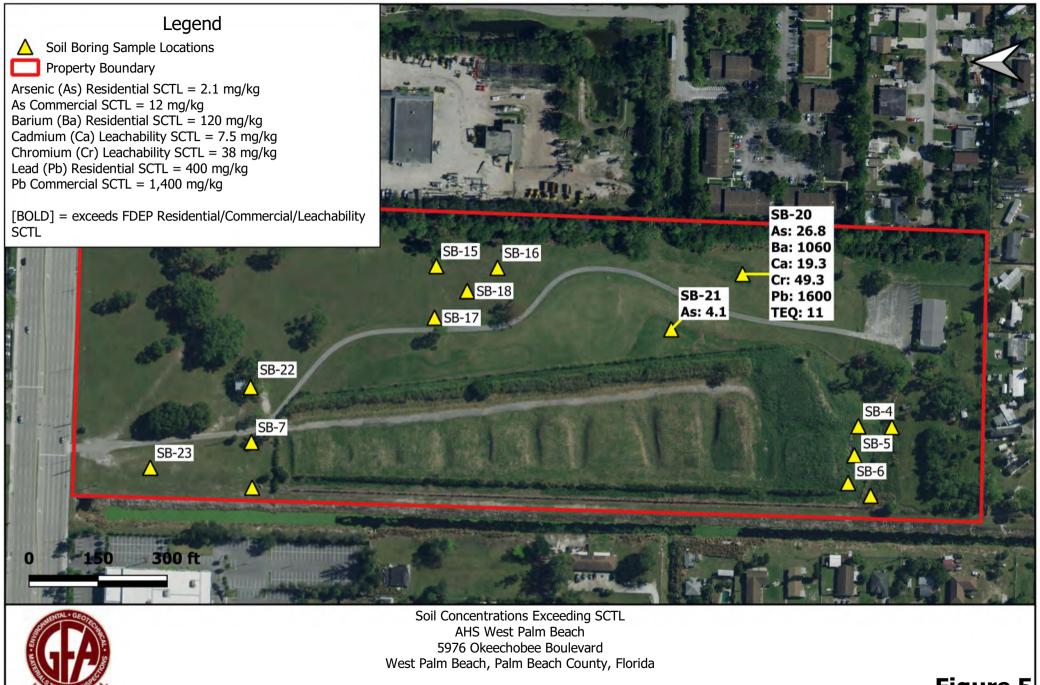




July 2020 Former Landfill Area Soil Sample Location Map AHS West Palm Beach 5976 Okeechobee Boulevard West Palm Beach, Palm Beach County, Florida

GFA Project No.: 19-7008.06, Drawn By: JA

Figure 3B



GFA Project No.: 19-7008.06, Drawn By: JA

FRNATIO

Figure 5

#### Legend

**Composite Soil Sample Locations** 

Composite Soil Sample Area

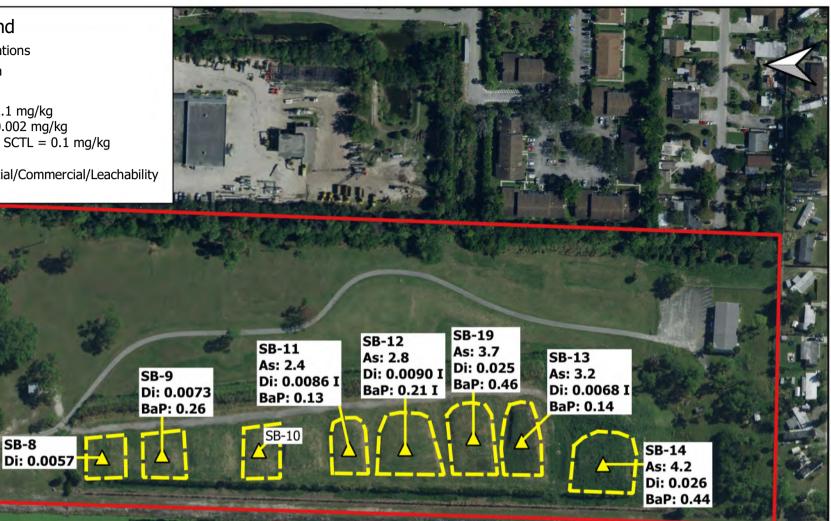
Property Boundary Arsenic (As) Residential SCTL = 2.1 mg/kg

Dieldrin (Di) Residential SCTL = 0.002 mg/kg Benzo(a)pyrene (BaP) Residential SCTL = 0.1 mg/kg

[BOLD] = exceeds FDEP Residential/Commercial/Leachability SCTL

SB-8

300 ft



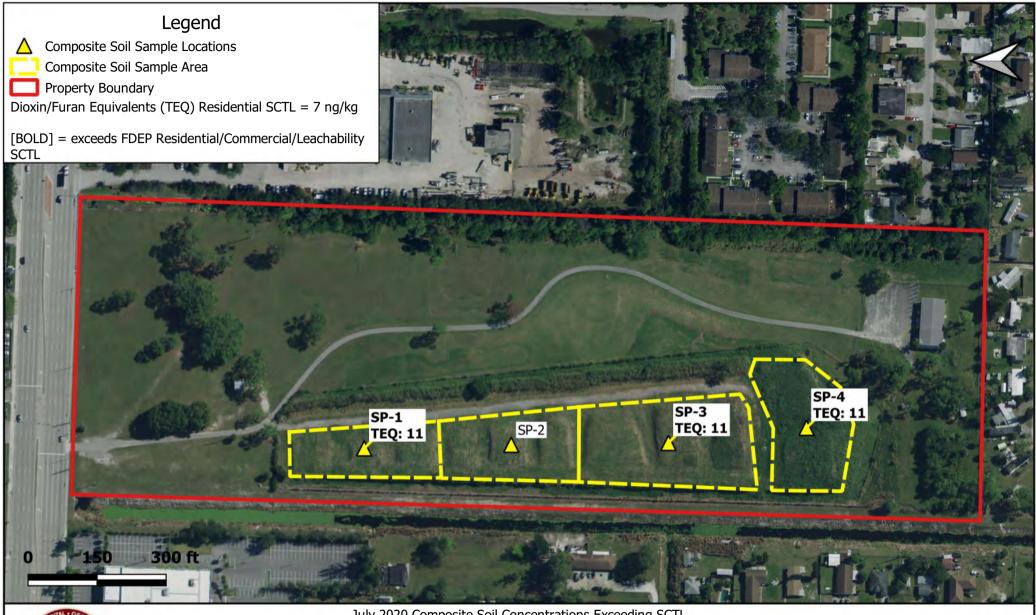
FRNATIO

Π

April 2020 Composite Soil Concentrations Exceeding SCTL AHS West Palm Beach 5976 Okeechobee Boulevard West Palm Beach, Palm Beach County, Florida

GFA Project No.: 19-7008.06, Drawn By: JA

Figure 6A



**GPA** 

July 2020 Composite Soil Concentrations Exceeding SCTL AHS West Palm Beach 5976 Okeechobee Boulevard West Palm Beach, Palm Beach County, Florida

GFA Project No.: 19-7008.06, Drawn By: JA

Figure 6B

#### Table 1A: Summary of Former Landfill Area Soil Analytical Results AHS West Palm Beach 5976 Okeechobee Boulevard

West Palm Beach	, Palm Beach	County, Florida
-----------------	--------------	-----------------

		. 62-777 FAC S Target Levels			SB-1 (0-0.5)	SB-1 (0.5-2)	SB-7 (0-0.5)	SB-7 (0.5-2)	SB-8	SB-9	SB-10	SB-11
Method/ Analyzed Parameter	Leachability Based on Groundwater Criteria	Direct Exposure Residential	Direct Exposure Commercial / Industrial	Units	02/24/2020	02/24/2020	02/24/2020	02/24/2020	04/09/2020	04/09/2020	04/09/2020	4/13/2020
EPA 6010/6020												
Arsenic		2.1	12	mg/kg	0.30 U	0.28 U	0.31 U	0.28 U	1.4	1.8	1.11	2.4
Barium	1,600	120	130,000	mg/kg	3.9	2.9	3.1	0.75	22.0	31.5	19.0	27.9
Cadmium	7.5	82	1,700	mg/kg	0.030 U	0.028 U	0.031 U	0.028 U	0.33	0.35	0.29	0.54
Chromium	38	210	470	mg/kg	2.6	1.7	0.49	0.63	11.7	12.0	9.2	18.1
Lead		400	1,400	mg/kg	8.5	4.8	3.2	0.46 I	40.9	36.3	26.2	42.4
Selenium	5.2	440	11,000	mg/kg	0.45 U	0.42 U	0.47 U	0.41 U	0.63 U	0.62 U	0.61 U	0.77 U
Silver	17	410	8,200	mg/kg	0.15 U	0.14 U	0.16 U	0.14 U	0.15 U	0.15 U	0.15 U	0.17 U
EPA 7471												
Mercury	2.1	3	17	mg/kg	0.0083 I	0.0050 U	0.0047 U	0.0047 U	0.073	0.064	0.049	0.11
EPA 8081	1				1				0.00000000			0.00000
4,4'-DDD	5.8	4.2	22	mg/kg					0.00029 U	0.0035 I	0.00015 U	0.0033 U
4,4'-DDE	18	2.9	15	mg/kg					0.033	0.38	0.012	0.033
4,4'-DDT	11	2.9	15	mg/kg					0.0041	0.0060	0.00011 U	0.0029 U
Aldrin	0.2	0.06	0.3	mg/kg					0.00013 U	0.00013 U	0.000067 U	0.0022 U
Chlordane (Technical)	9.6	2.8	14	mg/kg					0.046	0.035 U	0.065	0.064 U
Dieldrin Endesulfen l	0.002	0.06	0.3	mg/kg					0.0057**	0.0073**	0.00049 I 0.000029 U	0.0086 I**
Endosulfan I				mg/kg					0.000055 U	0.000054 U		0.0024 U
Endosulfan II	-			mg/kg					0.00013 U	0.00012 U	0.000066 U	0.0025 U 0.0026 U
Endosulfan sulfate Endrin	1	25	E10	mg/kg	-				0.000095 U 0.00012 U	0.000094 U 0.00011 U	0.000050 U 0.000060 U	0.0026 U 0.0024 U
Endrin aldehyde		20	510	mg/kg					0.00012 U 0.00015 U	0.00011 U	0.000080 U 0.000076 U	0.0024 U 0.0027 U
Endrin ketone				mg/kg					0.00015 U 0.00018 U	0.00014 U 0.00017 U	0.000078 U 0.000092 U	0.0027 U
Heptachlor	23	0.2	1	mg/kg mg/kg					0.00018 U	0.00017 0 0.000085 U	0.000092 0 0.000045 U	0.0027 U
Heptachlor epoxide	0.6	0.2	0.5	mg/kg					0.0025 1	0.00024 U	0.000043 0	0.0022 U 0.0038 U
Methoxychlor	160	420	8,800	mg/kg					0.0023 U	0.00024 0	0.000371 0.0012 U	0.0031 U
Toxaphene	31	0.9	4.5	mg/kg					0.0023 U	0.0023 U	0.0085 U	0.093 U
alpha-BHC	0.0003	0.3	0.6	mg/kg					0.00015 U	0.00015 U	0.000080 U	0.0000 U
beta-BHC	0.000	0.5	2.4	mg/kg					0.00017 U	0.00017 U	0.000089 U	0.0021 U
delta-BHC	0.001	24	490	mg/kg					0.00019 U	0.00019 U	0.00010 U	0.0020 U
gamma-BHC (Lindane)	0.009	0.7	2.5	mg/kg					0.00033 U	0.00032 U	0.00017 U	0.0019 U
EPA 8151	0.000	0.7	2.0	l ilig/itg					0.00000 0	0.00002.0	0.00017 0	0.0010 0
2,4,5-T	0.4	690	9,500	mg/kg					0.0123 U	0.0119 U	0.0113 U	0.0122 U
2,4,5-TP (Silvex)		660	14,000	mg/kg		3			0.0154 U	0.0149 U	0.0141 U	0.0154 U
2,4-D	0.7	770	13,000	mg/kg					0.0101 U	0.00976 U	0.00928 U	0.0101 U
2,4-DB				mg/kg					0.0428 U	0.0413 U	0.0393 U	0.0427 U
Dalapon				mg/kg					0.0163 U	0.0157 U	0.0149 U	0.0162 U
Dicamba	2.6	2,300	40,000	mg/kg		1		· · · · · · · · · · · · · · · · · · ·	0.0226 U	0.0218 U	0.0208 U	0.0225 U
Dichloroprop	0.3	370	5,800	mg/kg					0.0353 U	0.0341 U	0.0324 U	0.0352 U
Dinoseb	0.03	65	840	mg/kg					0.0101 U	0.00969 U	0.00921 U	0.0100 U
МСРА	0.02	35	500	mg/kg			1		0.639 U	0.616 U	0.586 U	0.636 U
МСРР				mg/kg					0.529 U	0.510 U	0.485 U	0.527 U
EPA 8270												
1,2,4-Trichlorobenzene	5.3	660	8,500	mg/kg					0.011 U	0.010 U	0.011 U	0.012 U
1,2-Dichlorobenzene	17	880	5,000	mg/kg					0.012 U	0.011 U	0.012 U	0.013 U
1,2-Diphenylhydrazine	0.002	1.1	4.8	mg/kg					0.0085 U	0.0084 U	0.0088 U	0.0096 U
1,3-Dichlorobenzene	7	380	2,200	mg/kg					0.014 U	0.013 U	0.014 U	0.015 U
1,4-Dichlorobenzene	2.2	6.4	9.9	mg/kg					0.012 U	0.012 U	0.012 U	0.014 U
1-Methylnaphthalene	3.1	200	1,800	mg/kg	0.014 U	0.014 U	0.014 U	0.014 U	0.015 U	0.014 U	0.015 U	0.017 U
2,4,5-Trichlorophenol	0.07	7,700	130,000	mg/kg					0.0074 U	0.0073 U	0.0076 U	0.0083 U

	Table II, Ch	. 62-777 FAC S	Soil Cleanup		SB-1 (0-0.5)	SB-1 (0.5-2)	SB-7 (0-0.5)	SB-7 (0.5-2)	SB-8	SB-9	SB-10	SB-11
		Target Levels			36-1 (0-0.5)	36-1 (0.5-2)	36-7 (0-0.5)	36-7 (0.5-2)	30-0	36-9	36-10	30-11
	Leachability		Direct									
Method/	Based on	Direct	Exposure									
Analyzed Parameter	Groundwater	Exposure	Commercial /									
	Criteria	Residential	Industrial	Units	02/24/2020	02/24/2020	02/24/2020	02/24/2020	04/09/2020	04/09/2020	04/09/2020	4/13/2020
2,4,6-Trichlorophenol	0.06	70	230	mg/kg					0.010 U	0.010 U	0.010 U	0.011 U
2,4-Dichlorophenol	0.003	190	2,400	mg/kg					0.0084 U	0.0082 U	0.0086 U	0.0094 U
2,4-Dimethylphenol	1.7	1,300	18,000	mg/kg		1	-		0.0085 U	0.0083 U	0.0088 U	0.0096 U
2,4-Dinitrophenol	0.06	110	1,200	mg/kg					0.11 U	0.11 U	0.12 U	0.13 U
2,4-Dinitrotoluene	0.0004	1.2	4.3	mg/kg					0.050 U	0.049 U	0.051 U	0.056 U
2,6-Dinitrotoluene	0.0004	1.2	3.8	mg/kg					0.0091 U	0.0089 U	0.0093 U	0.010 U
2-Chloronaphthalene	260	5,000	61,000	mg/kg					0.0089 U	0.0087 U	0.0091 U	0.010 U
2-Chlorophenol	0.7	130	860	mg/kg	0.014.11	0.01211	0.01211	0.01211	0.0081 U	0.0079 U	0.0083 U	0.0091 U
2-Methylnaphthalene	8.5 0.3	210	2,100 31,000	mg/kg	0.014 U	0.013 U	0.013 U	0.013 U	0.014 U 0.0090 U	0.014 U	0.015 U	0.016 U
2-Methylphenol(o-Cresol) 2-Nitroaniline	0.3	2,900 24	130	mg/kg mg/kg					0.0090 U 0.046 U	0.0088 U 0.045 U	0.0093 U 0.048 U	0.010 U 0.052 U
2-Nitrophenol		24	130	mg/kg					0.040 U	0.045 U	0.048 0 0.061 U	0.052 U 0.067 U
3&4-Methylphenol(m&p Cresol)				mg/kg					0.000 U	0.009 U 0.0084 U	0.001 U	0.007 U
3,3'-Dichlorobenzidine	0.003	2.1	9.9	mg/kg					0.0000 U	0.0093 U	0.0098 U	0.0030 U
3-Nitroaniline	0.000	21	130	mg/kg					0.0084 U	0.0082 U	0.0086 U	0.0094 U
4,6-Dinitro-2-methylphenol		8.4	180	mg/kg					0.12 U	0.12 U	0.13 U	0.14 U
4-Bromophenylphenyl ether		0		mg/kg					0.0076 U	0.0074 U	0.0078 U	0.0085 U
4-Chloro-3-methylphenol				mg/kg		2			0.0075 U	0.0074 U	0.0077 U	0.0084 U
4-Chloroaniline	0.2	270	3,700	mg/kg		· · · · · · · · · · · · · · · · · · ·			0.0090 U	0.0088 U	0.0092 U	0.010 U
4-Chlorophenylphenyl ether				mg/kg			8		0.0075 U	0.0074 U	0.0077 U	0.0084 U
4-Nitroaniline	0.008	17	96	mg/kg					0.043 U	0.042 U	0.044 U	0.048 U
4-Nitrophenol	0.3	560	7,900	mg/kg					0.081 U	0.079 U	0.083 U	0.091 U
Acenaphthene	2.1	2,400	20,000	mg/kg	0.012 U	0.012 U	0.012 U	0.012 U	0.013 U	0.013 U	0.013 U	0.015 U
Acenaphthylene	27	1,800	20,000	mg/kg	0.011 U	0.011 U	0.011 U	0.011 U	0.012 U	0.012 U	0.012 U	0.013 U
Aniline	0.03	27	150	mg/kg			11		0.011 U	0.011 U	0.011 U	0.012 U
Anthracene	2,500	21,000	300,000	mg/kg	0.013 U	0.012 U	0.012 U	0.012 U	0.013 U	0.023 I	0.014 U	0.015 U
Benzo(a)anthracene	0.8			mg/kg	0.010 U	0.010 U	0.0099 U	0.0099 U	0.027 I	0.23	0.058	0.073
Benzo(a)pyrene	8	0.1	0.7	mg/kg	0.0088 U	0.0087 U	0.0086 U	0.0086 U	0.036 I	0.26	0.094	0.13
Benzo(b)fluoranthene	2.4	0.500	50.000	mg/kg	0.0095 U	0.0094 U	0.0092 U	0.0092 U	0.052	0.36	0.15	0.18
Benzo(g,h,i)perylene	32,000	2,500	52,000	mg/kg	0.0090 U	0.0088 U	0.0087 U	0.0087 U	0.032	0.21	0.10	0.12
Benzo(k)fluoranthene	24	26.000	670.000	mg/kg	0.0095 U	0.0094 U	0.0093 U	0.0092 U	0.018	0.15 0.0090 U	0.054	0.078 0.010 U
Benzyl alcohol Butylbenzylphthalate	9.5 310	26,000 17,000	670,000 380,000	mg/kg					0.0092 U 0.0093 U	0.0090 U 0.0091 U	0.0095 U 0.0096 U	0.010 U
Chrysene	77	17,000	360,000	mg/kg mg/kg	0.011 U	0.011 U	0.011 U	0.011 U	0.0093 0	0.00910	0.0090 0	0.010 0
Di-n-butylphthalate	47	8,200	170,000	mg/kg	0.0110	0.011.0	0.0110	0.0110	0.030 T	0.028 U	0.092 0.029 U	0.032 U
Di-n-octylphthalate		1,700	39,000	mg/kg					0.046 U	0.045 U	0.020 U	0.051 U
Dibenz(a,h)anthracene	0.7	1,700	00,000	mg/kg	0.0082 U	0.0081 U	0.0080 U	0.0080 U	0.0087 U	0.049	0.021 I	0.030 I
Dibenzofuran	15	320	6,300	mg/kg	0.0002.0	0.00010	0.00000	0.00000	0.0086 U	0.0084 U	0.0088 U	0.0097 U
Diethylphthalate	86	61,000	-,	mg/kg					0.0071 U	0.0070 U	0.0073 U	0.0080 U
Dimethylphthalate	380	690,000		mg/kg					0.0080 U	0.0078 U	0.0082 U	0.0090 U
Fluoranthene	1,200	3,200	59,000	mg/kg	0.012 U	0.012 U	0.011 U	0.011 U	0.042	0.32	0.093	0.084
Fluorene	160	2,600	33,000	mg/kg	0.013 U	0.013 U	0.012 U	0.012 U	0.013 U	0.013 U	0.014 U	0.015 U
Hexachloro-1,3-butadiene	1	6.2	13	mg/kg					0.013 U	0.013 U	0.013 U	0.014 U
Hexachlorobenzene	2.2	0.4	1.2	mg/kg					0.0074 U	0.0072 U	0.0076 U	0.0083 U
Hexachlorocyclopentadiene	400	9.5	50	mg/kg					0.058 U	0.057 U	0.059 U	0.065 U
Hexachloroethane	0.2	38	87	mg/kg					0.011 U	0.010 U	0.011 U	0.012 U
Indeno(1,2,3-cd)pyrene	6.6			mg/kg	0.0082 U	0.0080 U	0.0079 U	0.0079 U	0.026 I	0.18	0.079	0.10
Isophorone	0.2	540	1,200	mg/kg					0.0096 U	0.0093 U	0.0098 U	0.011 U
N-Nitroso-di-n-propylamine	0.00005	0.08	0.2	mg/kg					0.12 U	0.11 U	0.12 U	0.13 U
N-Nitrosodimethylamine	0.000003	0.009	0.02	mg/kg					0.013 U	0.012 U	0.013 U	0.014 U

#### Table 1A: Summary of Former Landfill Area Soil Analytical Results AHS West Palm Beach 5976 Okeechobee Boulevard

West Palm Beach	Palm Beach	County, Florida
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		62-777 FAC S			SB-1 (0-0.5)	SB-1 (0.5-2)	SB-7 (0-0.5)	SB-7 (0.5-2)	SB-8	SB-9	SB-10	SB-11
Method/ Analyzed Parameter	Leachability Based on Groundwater Criteria	Direct Exposure Residential	Direct Exposure Commercial / Industrial	Units	02/24/2020	02/24/2020	02/24/2020	02/24/2020	04/09/2020	04/09/2020	04/09/2020	4/13/2020
N-Nitrosodiphenylamine	0.4	180	730	mg/kg		2		1	0.0086 U	0.0084 U	0.0088 U	0.0097 U
Naphthalene	1.2	55	300	mg/kg	0.012 U	0.012 U	0.012 U	0.012 U	0.013 U	0.013 U	0.013 U	0.015 U
Nitrobenzene	0.02	18	140	mg/kg		1	4		0.013 U	0.012 U	0.013 U	0.014 U
Pentachlorophenol	0.03	7.2	28	mg/kg			33		0.097 U	0.094 U	0.099 U	0.11 U
Phenanthrene	250	2,200	36,000	mg/kg	0.012 U	0.012 U	0.011 U	0.011 U	0.012 U	0.057	0.015 I	0.021 I
Phenol	0.05	500	220,000	mg/kg					0.011 U	0.010 U	0.011 U	0.012 U
Pyrene	880	2,400	45,000	mg/kg	0.011 U	0.011 U	0.011 U	0.011 U	0.040	0.27	0.092	0.079
bis(2-Chloroethoxy)methane		250	5,700	mg/kg	_				0.0092 U	0.0090 U	0.0094 U	0.010 U
bis(2-Chloroethyl) ether	0.0001	0.3	0.5	mg/kg					0.012 U	0.012 U	0.012 U	0.014 U
bis(2-Chloroisopropyl) ether	0.009	6	12	mg/kg					0.011 U	0.010 U	0.011 U	0.012 U
bis(2-Ethylhexyl)phthalate	3,600	72	390	mg/kg					0.087 I	0.087 I	0.072	0.20 I
FL-PRO												
Petroleum Range Organics	340	460	2,700	mg/kg					30.2	29.1	40.7	2
SM 2540G												
Total Solids				%					69.3	71.9	75.7	69.6
EPA 8290												
2,3,7,8-TCDF				ng/kg							1	
2,3,7,8-TCDD				ng/kg								
1,2,3,7,8-PeCDF				ng/kg								
2,3,4,7,8-PeCDF				ng/kg								
1,2,3,7,8-PeCDD				ng/kg								
1,2,3,4,7,8-HxCDF				ng/kg								
1,2,3,6,7,8-HxCDF				ng/kg					-			
2,3,4,6,7,8-HxCDF			j	ng/kg		5						
1,2,3,7,8,9-HxCDF				ng/kg						M		
1,2,3,4,7,8-HxCDD				ng/kg								
1,2,3,6,7,8-HxCDD				ng/kg								
1,2,3,7,8,9-HxCDD				ng/kg			-				11	11
1,2,3,4,6,7,8-HpCDF				ng/kg								
1,2,3,4,7,8,9-HpCDF	· · · · · · · · · · · · · · · · · · ·			ng/kg		· · · · · · · · · · · · · · · · · · ·						· · · · · · · · · · · ·
1,2,3,4,6,7,8-HpCDD				ng/kg								
OCDF				ng/kg								
OCDD				ng/kg								
TEQ	3,000	7	30	ng/kg								

Notes: - {BOLDED CONCENTRATION} exceeds its residential direct exposure limit established in Table 2 of Chapter 62-777, FAC. TRALED TALLOIZED CONCENTRATION} with an \*\* beside it exceeds its leachability

limit established in Table 2 of Chapter 62-777, FAC.

- "U" flag indicates concentration was below the method detection limit (MDL).

- "I" flag indicates concentration was between the MDL and practical quantitation limit (PQL).

	Table II. Ch	. 62-777 FAC S	Soil Cleanup									
		Target Levels			SB-12	SB-13	SB-14	SB-19	SP-1	SP-2	SP-3	SP-4
	Leachability		Direct									
Method/	Based on	Direct	Exposure									
Analyzed Parameter	Groundwater	Exposure	Commercial /									
Analyzeu i arameter	Criteria	Residential	Industrial	Units	4/13/2020	4/13/2020	04/09/2020	4/13/2020	7/27/2020	7/27/2020	7/27/2020	7/27/2020
EPA 6010/6020												
Arsenic		2.1	12	mg/kg	2.8	3.2	4.2	3.7				
Barium	1,600	120	130,000	mg/kg	35.9	37.2	38.2	49.1				
Cadmium	7.5	82	1,700	mg/kg	0.68	0.72	1.1	2.7				
Chromium	38	210	470	mg/kg	25.0	25.7	35.3	26.2				
Lead		400	1,400	mg/kg	52.9	64.5	123	88.2				
Selenium	5.2	440	11,000	mg/kg	0.75 U	0.70 U	0.891	0.76 U				
Silver	17	410	8,200	mg/kg	0.19 U	0.19 U	0.23	0.24 I				
EPA 7471	0.1	2	47	mage//cg	0.12	0.17	0.05	0.17	1		1	
Mercury EPA 8081	2.1	3	17	mg/kg	0.12	0.17	0.25	0.17				
4,4'-DDD	5.8	4.2	22	malka	0.0035 U	0.0018 U	0.00029 U	0.0034 U	1			
4,4'-DDD 4,4'-DDE	18	2.9	15	mg/kg mg/kg	0.0035 0	0.0018 0	0.00029.0	0.0034 0				
4,4'-DDE 4,4'-DDT	11	2.9	15	mg/kg	0.0030 U	0.048 0.0015 U	0.21 0.00022 U	0.15 0.0030 U				
4,4-001 Aldrin	0.2	0.06	0.3	mg/kg	0.0030 U 0.0023 U	0.0015 U 0.0011 U	0.00022 U 0.00013 U	0.0030 U 0.0022 U				
Chlordane (Technical)	9.6	2.8	14	mg/kg	0.068 U	0.034 U	0.52	0.0022 0 0.067 U				
Dieldrin	0.002	0.06	0.3	mg/kg	0.0090 I**	0.004 0 0.0068 I**	0.026**	0.007 0				
Endosulfan I	0.002	0.00	0.0	mg/kg	0.0025 U	0.0013 U	0.000056 U	0.0025 U				
Endosulfan II				mg/kg	0.0026 U	0.0013 U	0.00013 U	0.0026 U				
Endosulfan sulfate				mg/kg	0.0027 U	0.0014 U	0.000097 U	0.0027 U				
Endrin	1	25	510	mg/kg	0.0026 U	0.0013 U	0.00012 U	0.0025 U				
Endrin aldehyde			0.0	mg/kg	0.0029 U	0.0014 U	0.00015 U	0.0028 U				
Endrin ketone	1			mg/kg	0.0028 U	0.0014 U	0.00018 U	0.0028 U	1		1	1
Heptachlor	23	0.2	1	mg/kg	0.0024 U	0.0012 U	0.000088 U	0.0023 U			1	
Heptachlor epoxide	0.6	0.1	0.5	mg/kg	0.0040 U	0.0020 U	0.0039	0.0040 U				
Methoxychlor	160	420	8,800	mg/kg	0.0033 U	0.0017 U	0.0024 U	0.0033 U				
Toxaphene	31	0.9	4.5	mg/kg	0.098 U	0.049 U	0.017 U	0.096 U				
alpha-BHC	0.0003	0.1	0.6	mg/kg	0.0023 U	0.0011 U	0.00016 U	0.0022 U				
beta-BHC	0.001	0.5	2.4	mg/kg	0.0027 U	0.0014 U	0.00017 U	0.0027 U				
delta-BHC	0.2	24	490	mg/kg	0.0012 U	0.00058 U	0.00020 U	0.0011 U				
gamma-BHC (Lindane)	0.009	0.7	2.5	mg/kg	0.0020 U	0.00099 U	0.00033 U	0.0019 U				
EPA 8151												
2,4,5-T	0.4	690	9,500	mg/kg	0.0122 U	0.0143 U	0.00955 U	0.0149 U		340	8B	
2,4,5-TP (Silvex)		660	14,000	mg/kg	0.0153 U	0.0179 U	0.0120 U	0.0188 U		1		
2,4-D	0.7	770	13,000	mg/kg	0.0101 U	0.0118 U	0.00787 U	0.0123 U				
2,4-DB				mg/kg	0.0426 U	0.0497 U	0.0333 U	0.0521 U				
Dalapon				mg/kg	0.0162 U	0.0189 U	0.0127 U	0.0198 U				
Dicamba	2.6	2,300	40,000	mg/kg	0.0225 U	0.0263 U	0.0176 U	0.0275 U				
Dichloroprop	0.3	370	5,800	mg/kg	0.0351 U	0.0410 U	0.0275 U	0.0430 U			-	
Dinoseb	0.03	65	840	mg/kg	0.00999 U	0.0117 U	0.00781 U	0.0122 U				
MCPA	0.02	35	500	mg/kg	0.635 U	0.742 U	0.496 U	0.777 U				
MCPP				mg/kg	0.526 U	0.614 U	0.411 U	0.644 U				
EPA 8270	52	660	9 500	malka	0.064 U	0.01211	0.011 U	0.013 U				
1,2,4-Trichlorobenzene 1,2-Dichlorobenzene	5.3	660 880	8,500 5,000	mg/kg	0.064 U 0.070 U	0.013 U 0.014 U	0.011 U 0.012 U	0.013 U 0.014 U				
1,2-Dichlorobenzene	0.002	1.1	4.8	mg/kg	0.070 U 0.051 U	0.014 U 0.010 U	0.012 U 0.0086 U	0.014 U 0.010 U				
1,3-Dichlorobenzene	0.002	380	2,200	mg/kg	0.051 U 0.081 U	0.010 U 0.017 U	0.0086 U 0.014 U	0.010 U 0.016 U				
1,4-Dichlorobenzene	2.2	6.4	9.9	mg/kg	0.081 U 0.072 U	0.017 U 0.015 U	0.014 U 0.012 U	0.016 U 0.014 U				
1-Methylnaphthalene	3.1	200	9.9 1,800	mg/kg mg/kg	0.072 U 0.088 U	0.015 U 0.018 U	0.012 U 0.015 U	0.014 U 0.017 U				
2,4,5-Trichlorophenol	0.07	7,700	130,000		0.088 U 0.044 U	0.008 U	0.015 U	0.017 U 0.0088 U				
	0.07	1,100	130,000	mg/kg	0.044 0		0.0073.0	0.0000 0				

		. 62-777 FAC S Target Levels			SB-12	SB-13	SB-14	SB-19	SP-1	SP-2	SP-3	SP-4
Method/ Analyzed Parameter	Leachability Based on Groundwater Criteria	Direct Exposure Residential	Direct Exposure Commercial / Industrial	Units	4/13/2020	4/13/2020	04/09/2020	4/13/2020	7/27/2020	7/27/2020	7/27/2020	7/27/2020
2,4,6-Trichlorophenol	0.06	70	230	mg/kg	0.061 U	0.012 U	0.010 U	0.012 U		· · · · · · · · · · · · · · · · · · ·		
2,4-Dichlorophenol	0.003	190	2,400	mg/kg	0.050 U	0.010 U	0.0084 U	0.0098 U				
2,4-Dimethylphenol	1.7	1,300	18,000	mg/kg	0.051 U	0.010 U	0.0086 U	0.010 U				
2,4-Dinitrophenol	0.06	110	1,200	mg/kg	0.68 U	0.14 U	0.11 U	0.13 U				
2,4-Dinitrotoluene	0.0004	1.2	4.3	mg/kg	0.30 U	0.061 U	0.050 U	0.059 U				
2,6-Dinitrotoluene	0.0004	1.2	3.8	mg/kg	0.054 U	0.011 U	0.0092 U	0.011 U				
2-Chloronaphthalene	260	5,000	61,000	mg/kg	0.053 U	0.011 U	0.0090 U	0.010 U				
2-Chlorophenol	0.7	130	860	mg/kg	0.048 U	0.0098 U	0.0081 U	0.0095 U				
2-Methylnaphthalene	8.5	210	2,100	mg/kg	0.085 U	0.017 U	0.014 U	0.017 U				
2-Methylphenol(o-Cresol)	0.3	2,900	31,000	mg/kg	0.054 U	0.011 U	0.0091 U	0.011 U				-
2-Nitroaniline		24	130	mg/kg	0.28 U	0.056 U	0.047 U	0.055 U				
2-Nitrophenol				mg/kg	0.36 U	0.073 U	0.060 U	0.071 U	-			
3&4-Methylphenol(m&p Cresol)		0.4	0.0	mg/kg	0.051 U	0.010 U	0.0086 U	0.010 U				-
3,3'-Dichlorobenzidine	0.003	2.1	9.9	mg/kg	0.057 U	0.012 U	0.0096 U	0.011 U				
3-Nitroaniline		21	130	mg/kg	0.050 U	0.010 U	0.0085 U	0.0099 U				
4,6-Dinitro-2-methylphenol		8.4	180	mg/kg	0.73 U	0.15 U 0.0092 U	0.12 U 0.0077 U	0.14 U 0.0089 U				
4-Bromophenylphenyl ether				mg/kg	0.045 U 0.045 U	0.0092 U 0.0091 U	0.0077 U 0.0076 U	0.0089 U 0.0089 U				
4-Chloro-3-methylphenol 4-Chloroaniline	0.2	270	3,700	mg/kg	0.045 U 0.054 U	0.00910 0.011 U	0.0076 U 0.0091 U	0.0089 U 0.011 U				
4-Chlorophenylphenyl ether	0.2	270	3,700	mg/kg	0.034 U 0.045 U	0.0011 U	0.0091 U 0.0076 U	0.00110 0.0089 U				
4-Nitroaniline	0.008	17	96	mg/kg mg/kg	0.045 U	0.0091 U	0.0076 U 0.043 U	0.0089 U 0.050 U				
4-Nitrophenol	0.008	560	7,900	mg/kg	0.23 U	0.032 U 0.098 U	0.043 U	0.030 U				
Acenaphthene	2.1	2,400	20,000	mg/kg	0.40 U	0.030 U 0.016 U	0.015 I	0.035 0				
Acenaphthylene	27	1,800	20,000	mg/kg	0.077 U	0.014 U	0.0171	0.016 I				-
Aniline	0.03	27	150	mg/kg	0.076 U	0.014 U	0.011 U	0.013 U				
Anthracene	2,500	21,000	300,000	mg/kg	0.079 U	0.020 1	0.065	0.085				
Benzo(a)anthracene	0.8	21,000	000,000	mg/kg	0.14 I	0.093	0.44	0.38				
Benzo(a)pyrene	8	0.1	0.7	mg/kg	0.21 I	0.14	0.44	0.46				
Benzo(b)fluoranthene	2.4	0.1	0.1	mg/kg	0.32	0.21	0.64	0.64				
Benzo(g,h,i)perylene	32,000	2,500	52,000	mg/kg	0.19	0.12	0.31	0.31				
Benzo(k)fluoranthene	24	_,		mg/kg	0.12	0.093	0.24	0.29				
Benzyl alcohol	9.5	26,000	670,000	mg/kg	0.055 U	0.011 U	0.0093 U	0.013 I				
Butylbenzylphthalate	310	17,000	380,000	mg/kg	0.056 U	0.011 U	0.0094 U	0.011 U				
Chrysene	77			mg/kg	0.20 I	0.14	0.45	0.46		(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)		
Di-n-butylphthalate	47	8,200	170,000	mg/kg	0.17 U	0.034 U	0.029 U	0.033 U				
Di-n-octylphthalate		1,700	39,000	mg/kg	0.27 U	0.056 U	0.046 U	0.054 U				
Dibenz(a,h)anthracene	0.7			mg/kg	0.052 U	0.030 I	0.088	0.082				
Dibenzofuran	15	320	6,300	mg/kg	0.051 U	0.010 U	0.0087 U	0.020 I		<u> </u>		
Diethylphthalate	86	61,000		mg/kg	0.043 U	0.0087 U	0.0072 U	0.0084 U				
Dimethylphthalate	380	690,000		mg/kg	0.048 U	0.0098 U	0.0081 U	0.0094 U				
Fluoranthene	1,200	3,200	59,000	mg/kg	0.23	0.15	0.72	0.67				
Fluorene	160	2,600	33,000	mg/kg	0.080 U	0.016 U	0.014 U	0.029				
Hexachloro-1,3-butadiene	1	6.2	13	mg/kg	0.076 U	0.016 U	0.013 U	0.015 U	-			
Hexachlorobenzene	2.2	0.4	1.2	mg/kg	0.044 U	0.0090 U	0.0074 U	0.0087 U				
Hexachlorocyclopentadiene	400	9.5	50	mg/kg	0.35 U	0.070 U	0.058 U	0.068 U				
Hexachloroethane	0.2	38	87	mg/kg	0.064 U	0.013 U	0.011 U	0.013 U	-			
Indeno(1,2,3-cd)pyrene	6.6			mg/kg	0.16 I	0.10	0.28	0.28				
Isophorone	0.2	540	1,200	mg/kg	0.057 U	0.012 U	0.0096 U	0.011 U				
N-Nitroso-di-n-propylamine	0.00005	0.08	0.2	mg/kg	0.70 U	0.14 U	0.12 U	0.14 U				
N-Nitrosodimethylamine	0.000003	0.009	0.02	mg/kg	0.075 U	0.015 U	0.013 U	0.015 U				11

		62-777 FAC S			SB-12	SB-13	SB-14	SB-19	SP-1	SP-2	SP-3	SP-4
Method/ Analyzed Parameter	Leachability Based on Groundwater Criteria	Direct Exposure Residential	Direct Exposure Commercial / Industrial	Units	4/13/2020	4/13/2020	04/09/2020	4/13/2020	7/27/2020	7/27/2020	7/27/2020	7/27/2020
N-Nitrosodiphenylamine	0.4	180	730	mg/kg	0.051 U	0.010 U	0.0087 U	0.010 U				
Naphthalene	1.2	55	300	mg/kg	0.077 U	0.016 U	0.013 U	0.015 U				
Nitrobenzene	0.02	18	140	mg/kg	0.075 U	0.015 U	0.013 U	0.015 U				
Pentachlorophenol	0.03	7.2	28	mg/kg	0.58 U	0.12 U	0.097 U	0.11 U				
Phenanthrene	250	2,200	36,000	mg/kg	0.093 I	0.075	0.27	0.36				1
Phenol	0.05	500	220,000	mg/kg	0.063 U	0.024 I	0.011 U	0.055 I**				
Pyrene	880	2,400	45,000	mg/kg	0.22 I	0.13	0.59	0.56		1		
bis(2-Chloroethoxy)methane		250	5,700	mg/kg	0.055 U	0.011 U	0.0092 U	0.011 U				
bis(2-Chloroethyl) ether	0.0001	0.3	0.5	mg/kg	0.072 U	0.015 U	0.012 U	0.014 U	· · · · · · · · · · · · · · · · · · ·			
bis(2-Chloroisopropyl) ether	0.009	6	12	mg/kg	0.063 U	0.013 U	0.011 U	0.012 U				
bis(2-Ethylhexyl)phthalate	3,600	72	390	mg/kg	0.052 U	0.10 I	0.061 I	0.058 I				
FL-PRO												
Petroleum Range Organics	340	460	2,700	mg/kg			96.7					
SM 2540G												
Total Solids				%	69.8	59.7	89.2	57.0		1		
EPA 8290												
2,3,7,8-TCDF				ng/kg			1		1.2	0.72	0.91 I	1.5
2,3,7,8-TCDD				ng/kg		( )			0.53 U	0.31 U	0.52 U	0.77 U
1,2,3,7,8-PeCDF	· · · · · · · · · · · · · · · · · · ·			ng/kg					0.82	0.17 U	2	1.3
2,3,4,7,8-PeCDF				ng/kg			· · · · · · · · · · · · · · · · · · ·		5.2	3	2.3	6
1,2,3,7,8-PeCDD				ng/kg					0.58 I	0.57	0.75	1
1,2,3,4,7,8-HxCDF		-		ng/kg		C	£		6.5	0	13	5
1,2,3,6,7,8-HxCDF				ng/kg					3.9	1.9	9.3	5.2
2,3,4,6,7,8-HxCDF			f	ng/kg		<			6.1	3	8.4	8.4
1,2,3,7,8,9-HxCDF				ng/kg					0.58 U	0.24 U	1.1 U	1.1 U
1,2,3,4,7,8-HxCDD				ng/kg					0.68 U	0.67 U	1.0 I	0.88 U
1,2,3,6,7,8-HxCDD				ng/kg					9.1	3.3	13	8.3
1,2,3,7,8,9-HxCDD				ng/kg					5.5	0.88	5.4	2.8
1,2,3,4,6,7,8-HpCDF				ng/kg					37	12	54	42
1,2,3,4,7,8,9-HpCDF				ng/kg		1			2.5	1.3 I	3.8	0.84 U
1,2,3,4,6,7,8-HpCDD				ng/kg					230	89	220	230
OCDF				ng/kg					69	19	73	50
OCDD				ng/kg		27. J			2100	700	1600	1500
TEQ	3,000	7	30	ng/kg					11	5	11	11

Notes:

- {BOLDED CONCENTRATION} exceeds its residential direct exposure limit established

in Table 2 of Chapter 62-777, FAC.

- {BOLDED ITALICIZED CONCENTRATION} with an \*\* beside it exceeds its leachability

limit established in Table 2 of Chapter 62-777, FAC.

- "U" flag indicates concentration was below the method detection limit (MDL).

- "I" flag indicates concentration was between the MDL and practical quantitation limit

(PQL).

			. 62-777 FAC S Target Levels	•		SB-2 (0-0.5)	SB-2 (0.5-2)	SB-3 (0-0.5)	SB-3 (0.5-2)	SB-4 (0-0.5)	SB-4 (0.5-2)	SB-5 (0-0.5)	SB-5 (0.5-2)	SB-6 (0-0.5)	SB-6 (0.5-2)
	Method/ Analyzed Parameter	Leachability Based on Groundwater Criteria	Direct Exposure Residential	Direct Exposure Commercial / Industrial	Units	02/24/2020	02/24/2020	02/24/2020	02/24/2020	02/24/2020	02/24/2020	02/24/2020	02/24/2020	02/24/2020	02/24/2020
E	PA 6020								£						
Le	ead		400	1,400	mg/kg	210	10.0	93.5	5.2	22.3	52.8	119	187	184	225

### Table 1C: Summary of Former Little League Baseball Field Soil Analytical Results AHS West Palm Beach 5976 Okeechobee Boulevard West Palm Beach, Palm Beach County, Florida

		. 62-777 FAC S Target Levels	Soil Cleanup S		SB-15 (0-0.5)	SB-15 (0.5-2)	SB-15 (2-4)	SB-16 (0-0.5)	SB-16 (0.5-2)	SB-16 (2-4)	SB-17 (0-0.5)	SB-17 (0.5-2)	SB-17 (2-4)	SB-18 (0-0.5)	SB-18 (0.5-2)	SB-18 (2-4)
Method/ Analyzed Parameter	Leachability Based on Groundwater Criteria	Direct	Direct Exposure Commercial / Industrial	Units	04/09/2020	04/09/2020	04/09/2020	04/09/2020	04/09/2020	04/09/2020	04/09/2020	04/09/2020	04/09/2020	04/09/2020	04/09/2020	04/09/2020
EPA 6020																
Arsenic	1	2.1	12	mg/kg	0.39 U	0.39 U	0.40 U	0.38 U	0.43 U	0.41 U	0.40 U	0.40 U	0.38 U	0.40 U	0.39 U	0.39 U

Notes: - "U" flag indicates concentration was below the method detection limit (MDL).

	Table II, Ch	. 62-777 FAC S Target Levels	-		SB-23 (0-2)
Method/ Analyzed Parameter	Leachability Based on Groundwater Criteria	Direct Exposure Residential	Direct Exposure Commercial / Industrial	Units	02/19/2020
EPA 8290					
2,3,7,8-TCDF				ng/kg	0.45 U
2,3,7,8-TCDD				ng/kg	0.36 U
1,2,3,7,8-PeCDF				ng/kg	0.40 U
2,3,4,7,8-PeCDF				ng/kg	0.43 U
1,2,3,7,8-PeCDD				ng/kg	0.36 U
1,2,3,4,7,8-HxCDF				ng/kg	0.58 U
1,2,3,6,7,8-HxCDF				ng/kg	0.53 U
2,3,4,6,7,8-HxCDF				ng/kg	0.48 U
1,2,3,7,8,9-HxCDF				ng/kg	0.76 U
1,2,3,4,7,8-HxCDD				ng/kg	0.53 U
1,2,3,6,7,8-HxCDD				ng/kg	0.37 U
1,2,3,7,8,9-HxCDD				ng/kg	0.47 U
1,2,3,4,6,7,8-HpCDF				ng/kg	0.48 U
1,2,3,4,7,8,9-HpCDF				ng/kg	0.71 U
1,2,3,4,6,7,8-HpCDD				ng/kg	1.5
OCDF				ng/kg	0.93 U
OCDD				ng/kg	10
TEQ	3,000	7	30	ng/kg	0.025

Notes:

- {BOLDED CONCENTRATION} exceeds its residential direct exposure limit established in Table 2 of Chapter 62-777, FAC.

- {BOLDED ITALICIZED CONCENTRATION} exceeds its commercial direct exposure limit establed in Table 2 of Chapter 62-777, FAC.

- {BOLDED ITALICIZED CONCENTRATION} with an \*\* beside it exceeds its leachability limit established in Table 2 of Chapter 62-777, FAC.

- "U" flag indicates concentration was below the method detection limit (MDL).

- "I" flag indicates concentration was between the MDL and practical quantitation limit (PQL).

Method/ Analyzed Parameter         Leachability Based on Groundwater         Direct Exposure Residential         Direct Direct Exposure Commercial / Industrial         OT/27/2020           EPA 8260			62-777 FAC S			SB-22 (0-2)
1,2-Dichlorobenzene       17       880       5,000       ug/L       0.0027 U         1,3-Dichlorobenzene       7       380       2,200       ug/L       0.0027 U         1,4-Dichlorobenzene       2.2       6.4       9.9       ug/L       0.0027 U         Benzene       0.007       1.2       1.7       ug/L       0.0027 U         Chlorobenzene       1.3       120       650       ug/L       0.0028 U         Ethylbenzene       0.6       1,500       9,200       ug/L       0.0027 U         Toluene       0.5       7,500       60,000       ug/L       0.0027 U         Xylene (Total)       0.2       130       700       ug/L       0.0026 U         Xylene       0.2       130       700       ug/L       0.0026 U         Verylene       0.2       130       700       ug/L       0.0026 U         Xylene       0.2       130       700       ug/L       0.0028 U         EPA 8270       1       2,400       20,000       ug/L       0.014 U         Acenaphthene       2.1       2,400       20,000       ug/L       0.011 U         Acenaphthene       2.1       2,400       20,000		Based on Groundwater	Exposure	Exposure Commercial /	Units	07/27/2020
1.3-Dichlorobenzene       7       380       2,200       ug/L       0.0027 U         1.4-Dichlorobenzene       2.2       6.4       9.9       ug/L       0.0027 U         Benzene       0.007       1.2       1.7       ug/L       0.0027 U         Benzene       0.007       1.2       1.7       ug/L       0.0027 U         Ethylbenzene       0.6       1,500       9,200       ug/L       0.0027 U         Toluene       0.5       7,500       60,000       ug/L       0.0027 U         Vylene (Total)       0.2       130       700       ug/L       0.0028 U         PS-Xylene       ug/L       0.0056 U       0.0056 U       0.0056 U         o-Xylene       ug/L       0.0056 U       ug/L       0.0028 U         PEA 8270       1.800       ug/L       0.014 U         Acenaphthylene       2.1       2,400       20,000       ug/L       0.014 U         Acenaphthylene       2.1       2,400       20,000       ug/L       0.011 U         Acenaphthylene       2.500       21,000       300,000       ug/L       0.012 U         Acenaphthylene       2.4       ug/L       0.023 I       Benzo(a)anthracene <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td></td<>						
1.4-Dichlorobenzene         2.2         6.4         9.9         ug/L         0.0027 U           Benzene         0.007         1.2         1.7         ug/L         0.0028 U           Chlorobenzene         1.3         120         650         ug/L         0.0027 U           Ethylbenzene         0.6         1,500         9,200         ug/L         0.0027 U           Methyl-tert-butyl ether         0.09         4,400         24,000         ug/L         0.0027 U           Toluene         0.5         7,500         60,000         ug/L         0.0029 U           Xylene (Total)         0.2         130         700         ug/L         0.0026 U           o-Xylene           ug/L         0.0026 U            2-Methylnaphthalene         3.1         200         1,800         ug/L         0.014 U           2-Methylnaphthalene         2.1         2,400         20,000         ug/L         0.014 U           Acenaphthylene         2.1         2,400         20,000         ug/L         0.011 U           Acenaphthylene         2.500         21,000         300,000         ug/L         0.013 U           Acenaphthylene         32,000         <	,					
Benzene         0.007         1.2         1.7         ug/L         0.0028 U           Chlorobenzene         1.3         120         650         ug/L         0.0027 U           Ethylbenzene         0.6         1,500         9,200         ug/L         0.0027 U           Methyl-tert-butyl ether         0.09         4,400         24,000         ug/L         0.0027 U           Toluene         0.5         7,500         60,000         ug/L         0.0028 U           Xylene (Total)         0.2         130         700         ug/L         0.0028 U           o-Xylene          ug/L         0.0056 U          0.0028 U           o-Xylene          ug/L         0.0028 U          0.0028 U           2-Methylnaphthalene         3.1         200         1,800         ug/L         0.014 U           Acenaphthene         2.1         2,400         20,000         ug/L         0.011 U           Anthracene         2,500         21,000         300,000         ug/L         0.013 U           Benzo(a)pyrene         8         0.1         0.7         ug/L         0.023 I           Benzo(k)fluoranthene         2.4         ug/L						
Chlorobenzene         1.3         120         650         ug/L         0.0027 U           Ethylbenzene         0.6         1,500         9,200         ug/L         0.0031 U           Methyl-tert-butyl ether         0.09         4,400         24,000         ug/L         0.0027 U           Toluene         0.5         7,500         60,000         ug/L         0.0026 U           Xylene (Total)         0.2         130         700         ug/L         0.0056 U           o-Xylene         ug/L         0.0056 U         ug/L         0.0056 U           o-Xylene         ug/L         0.0056 U         ug/L         0.0028 U           PA 8270         1         2,400         2,100         ug/L         0.014 U           Acenaphthalene         8.5         210         2,100         ug/L         0.014 U           Acenaphthene         2.1         2,400         20,000         ug/L         0.011 U           Anthracene         0.8         ug/L         0.023 I         Benzo(a)phrene         8         0.1         0.7         ug/L         0.023 I           Benzo(a)phrene         32,000         2,500         52,000         ug/L         0.023 I           Benzo(k)fl	1,4-Dichlorobenzene				ug/L	
Ethylbenzene         0.6         1,500         9,200         ug/L         0.0031 U           Methyl-tert-butyl ether         0.09         4,400         24,000         ug/L         0.0027 U           Toluene         0.5         7,500         60,000         ug/L         0.0029 U           Xylene (Total)         0.2         130         700         ug/L         0.0056 U           m&p-Xylene         ug/L         0.0026 U         ug/L         0.0026 U           o-Xylene         ug/L         0.0028 U         Ug/L         0.0028 U           EPA 8270         ug/L         0.014 U         0.014 U           Accenaphthene         2.1         2,400         20,000         ug/L         0.011 U           Accenaphthene         2.1         2,400         20,000         ug/L         0.011 U           Actenaphthene         2.500         21,000         300,000         ug/L         0.013 U           Benzo(a)anthracene         0.8         ug/L         0.023 I         0.030 I           Benzo(b)fluoranthene         2.4         ug/L         0.023 I         0.048           Benzo(g), hi)perylene         32,000         2,500         52,000         ug/L         0.018 I      B	Benzene	0.007	1.2	1.7	ug/L	0.0028 U
Methyl-tert-butyl ether         0.09         4,400         24,000         ug/L         0.0027 U           Toluene         0.5         7,500         60,000         ug/L         0.0029 U           Xylene (Total)         0.2         130         700         ug/L         0.0056 U           oXylene         ug/L         0.0056 U         ug/L         0.0056 U           o-Xylene         ug/L         0.0028 U         Ug/L         0.0028 U           EPA 8270         1         2.10         2,100         ug/L         0.014 U           2-Methylnaphthalene         8.5         210         2,100         ug/L         0.014 U           Accenaphthene         2.1         2,400         20,000         ug/L         0.011 U           Actenaphthylene         27         1,800         20,000         ug/L         0.013 U           Benzo(a)anthracene         0.8         ug/L         0.013 U         0.023 I           Benzo(a)pyrene         8         0.1         0.7         ug/L         0.023 I           Benzo(a)hiyacranthene         2.4         ug/L         0.023 I         0.048           Benzo(a),hiyperylene         32,000         2,500         52,000         ug/L <td< td=""><td>Chlorobenzene</td><td>1.3</td><td>120</td><td>650</td><td>ug/L</td><td>0.0027 U</td></td<>	Chlorobenzene	1.3	120	650	ug/L	0.0027 U
Toluene         0.5         7,500         60,000         ug/L         0.029 U           Xylene (Total)         0.2         130         700         ug/L         0.0056 U           m&p-Xylene         ug/L         0.0056 U         ug/L         0.0056 U           o-Xylene         ug/L         0.0008 U         ug/L         0.0028 U           Do-Xylene         ug/L         0.0028 U         ug/L         0.0028 U           PFA 8270         1.         2,100         ug/L         0.014 U           2-Methylnaphthalene         8.5         210         2,100         ug/L         0.014 U           Acenaphthene         2.1         2,400         20,000         ug/L         0.012 U           Acenaphthylene         27         1,800         20,000         ug/L         0.013 U           Benzo(a)anthracene         0.8         ug/L         0.023 I         Benzo(a)pyrene         8         0.1         0.7         ug/L         0.023 I           Benzo(b)fluoranthene         2.4         ug/L         0.020 I         Chrysene         0.032 I           Dibenz(a, h)anthracene         0.7         ug/L         0.032 I         Dibenz(a, h)anthracene         0.7         ug/L         0.0082 U	Ethylbenzene	0.6	1,500	9,200	ug/L	0.0031 U
Xylene (Total)         0.2         130         700         ug/L         0.0056 U           m&p-Xylene         ug/L         0.0056 U         0.0056 U         0.0056 U           eFPA 8270         ug/L         0.0028 U         EFPA 8270           1-Methylnaphthalene         3.1         200         1,800         ug/L         0.014 U           Acenaphthene         8.5         210         2,100         ug/L         0.014 U           Acenaphthene         2.1         2,400         20,000         ug/L         0.011 U           Acenaphthylene         27         1,800         20,000         ug/L         0.013 U           Benzo(a)anthracene         0.8         ug/L         0.023 I         0.030 I           Benzo(a)pyrene         8         0.1         0.7         ug/L         0.030 I           Benzo(b)fluoranthene         2.4         ug/L         0.032 I         0.018 I           Benzo(k)fluoranthene         24         ug/L         0.032 I         0.018 I           Benzo(k)fluoranthene         1,200         3,200         59,000         ug/L         0.041           Chrysene         0.7         ug/L         0.032 I         0.041         0.041         0.041	Methyl-tert-butyl ether	0.09		24,000	ug/L	0.0027 U
m&p-Xylene         ug/L         0.0056 U           o-Xylene         ug/L         0.0056 U           EPA 8270         ug/L         0.0028 U           1-Methylnaphthalene         3.1         200         1,800         ug/L         0.014 U           2-Methylnaphthalene         8.5         210         2,100         ug/L         0.014 U           Acenaphthene         2.1         2,400         20,000         ug/L         0.011 U           Acenaphthylene         27         1,800         20,000         ug/L         0.013 U           Benzo(a)anthracene         0.8         ug/L         0.023 I         0.030 I           Benzo(a)anthracene         2.4         ug/L         0.023 I           Benzo(b)fluoranthene         2.4         ug/L         0.048           Benzo(b)fluoranthene         2.4         ug/L         0.032 I           Dibenz(a,h)anthracene         0.7         ug/L         0.032 I           Dibenz(a,h)anthracene         0.7         ug/L         0.032 I           Dibenz(a,h)anthracene         0.7         ug/L         0.032 I           Dibenz(a,h)anthracene         1.200         3,200         59,000         ug/L         0.041           Fluoran	Toluene	0.5	7,500	60,000	ug/L	0.0029 U
m&p-Xylene         ug/L         0.0056 U           o-Xylene         ug/L         0.0056 U           EPA 8270         ug/L         0.0028 U           1-Methylnaphthalene         3.1         200         1,800         ug/L         0.014 U           2-Methylnaphthalene         8.5         210         2,100         ug/L         0.014 U           Acenaphthene         2.1         2,400         20,000         ug/L         0.011 U           Acenaphthylene         27         1,800         20,000         ug/L         0.013 U           Benzo(a)anthracene         0.8         ug/L         0.023 I         0.030 I           Benzo(a)anthracene         2.4         ug/L         0.023 I           Benzo(b)fluoranthene         2.4         ug/L         0.048           Benzo(b)fluoranthene         2.4         ug/L         0.032 I           Dibenz(a,h)anthracene         0.7         ug/L         0.032 I           Dibenz(a,h)anthracene         0.7         ug/L         0.032 I           Dibenz(a,h)anthracene         0.7         ug/L         0.032 I           Dibenz(a,h)anthracene         1.200         3,200         59,000         ug/L         0.041           Fluoran	Xylene (Total)	0.2	130	700	ug/L	0.0056 U
o-Xylene         ug/L         0.0028 U           EPA 8270					ug/L	0.0056 U
1-Methylnaphthalene         3.1         200         1,800         ug/L         0.014 U           2-Methylnaphthalene         8.5         210         2,100         ug/L         0.014 U           Acenaphthene         2.1         2,400         20,000         ug/L         0.012 U           Acenaphthylene         27         1,800         20,000         ug/L         0.011 U           Anthracene         2,500         21,000         300,000         ug/L         0.013 U           Benzo(a)anthracene         0.8         ug/L         0.023 I           Benzo(a)pyrene         8         0.1         0.7         ug/L         0.030 I           Benzo(b)fluoranthene         2.4         ug/L         0.048 I         0.048 I           Benzo(b)fluoranthene         2.4         ug/L         0.018 I         0.020 I           Chrysene         77         ug/L         0.032 I         0.032 I           Dibenz(a,h)anthracene         0.7         ug/L         0.0082 U         I           Fluoranthene         1,200         3,200         59,000         ug/L         0.013 U           Indeno(1,2,3-cd)pyrene         6.6         ug/L         0.016 I         0.041           Fluorene <td>o-Xylene</td> <td></td> <td></td> <td>1</td> <td></td> <td>0.0028 U</td>	o-Xylene			1		0.0028 U
2-Methylnaphthalene         8.5         210         2,100         ug/L         0.014 U           Acenaphthene         2.1         2,400         20,000         ug/L         0.012 U           Acenaphthylene         27         1,800         20,000         ug/L         0.011 U           Anthracene         2,500         21,000         300,000         ug/L         0.013 U           Benzo(a)anthracene         0.8         ug/L         0.023 I         0.023 I           Benzo(a)pyrene         8         0.1         0.7         ug/L         0.030 I           Benzo(b)fluoranthene         2.4         ug/L         0.048         0.048           Benzo(g,h,i)perylene         32,000         2,500         52,000         ug/L         0.018 I           Benzo(k)fluoranthene         24         ug/L         0.020 I         Chrysene         0.7         0.020 I           Chrysene         77         ug/L         0.032 I         Dibenz(a,h)anthracene         0.7         ug/L         0.032 I           Fluoranthene         1,200         3,200         59,000         ug/L         0.041 U           Indeno(1,2,3-cd)pyrene         6.6         ug/L         0.013 U         0.016 I <td< td=""><td>EPÅ 8270</td><td></td><td></td><td></td><td></td><td></td></td<>	EPÅ 8270					
Acenaphthene         2.1         2,400         20,000         ug/L         0.012 U           Acenaphthylene         27         1,800         20,000         ug/L         0.011 U           Anthracene         2,500         21,000         300,000         ug/L         0.013 U           Benzo(a)anthracene         0.8         ug/L         0.023 I         0.023 I           Benzo(a)pyrene         8         0.1         0.7         ug/L         0.030 I           Benzo(a)pyrene         8         0.1         0.7         ug/L         0.030 I           Benzo(b)fluoranthene         2.4         ug/L         0.048         0.018 I           Benzo(g,h,i)perylene         32,000         2,500         52,000         ug/L         0.018 I           Benzo(k)fluoranthene         24         ug/L         0.020 I         Chrysene         0.7         ug/L         0.0082 U           Dibenz(a,h)anthracene         0.7         ug/L         0.0082 U         I         0.041           Fluoranthene         1,200         3,200         59,000         ug/L         0.013 U           Indeno(1,2,3-cd)pyrene         6.6         ug/L         0.013 U         0.016 I           Naphthalene         1.2<	1-Methylnaphthalene	3.1	200	1,800	ug/L	0.014 U
Acenaphthene         2.1         2,400         20,000         ug/L         0.012 U           Acenaphthylene         27         1,800         20,000         ug/L         0.011 U           Anthracene         2,500         21,000         300,000         ug/L         0.013 U           Benzo(a)anthracene         0.8         ug/L         0.023 I         0.023 I           Benzo(a)pyrene         8         0.1         0.7         ug/L         0.030 I           Benzo(a)pyrene         8         0.1         0.7         ug/L         0.030 I           Benzo(b)fluoranthene         2.4         ug/L         0.048         0.018 I           Benzo(g,h,i)perylene         32,000         2,500         52,000         ug/L         0.018 I           Benzo(k)fluoranthene         24         ug/L         0.020 I         Chrysene         0.7         ug/L         0.0082 U           Dibenz(a,h)anthracene         0.7         ug/L         0.0082 U         I         0.041           Fluoranthene         1,200         3,200         59,000         ug/L         0.013 U           Indeno(1,2,3-cd)pyrene         6.6         ug/L         0.013 U         0.016 I           Naphthalene         1.2<	2-Methylnaphthalene	8.5	210	2,100	ug/L	0.014 U
Anthracene         2,500         21,000         300,000         ug/L         0.013 U           Benzo(a)anthracene         0.8         ug/L         0.023 I           Benzo(a)pyrene         8         0.1         0.7         ug/L         0.030 I           Benzo(a)pyrene         8         0.1         0.7         ug/L         0.048           Benzo(b)fluoranthene         2.4         ug/L         0.048           Benzo(g,h,i)perylene         32,000         2,500         52,000         ug/L         0.018 I           Benzo(k)fluoranthene         24         ug/L         0.020 I         0.020 I           Chrysene         77         ug/L         0.0082 U         0.032 I           Dibenz(a,h)anthracene         0.7         ug/L         0.041         0.041           Fluoranthene         1,200         3,200         59,000         ug/L         0.041           Fluorene         160         2,600         33,000         ug/L         0.013 U           Indeno(1,2,3-cd)pyrene         6.6         ug/L         0.016 I           Naphthalene         1.2         55         300         ug/L         0.012 U           Phenanthrene         250         2,200         36,0	Acenaphthene	2.1	2,400	20,000	ug/L	0.012 U
Benzo(a)anthracene         0.8         ug/L         0.023 I           Benzo(a)pyrene         8         0.1         0.7         ug/L         0.030 I           Benzo(b)fluoranthene         2.4         ug/L         0.048           Benzo(g,h,i)perylene         32,000         2,500         52,000         ug/L         0.018 I           Benzo(k)fluoranthene         24         ug/L         0.020 I         0.020 I           Chrysene         77         ug/L         0.030 I         0.020 I           Dibenz(a,h)anthracene         0.7         ug/L         0.032 I           Fluoranthene         1,200         3,200         59,000         ug/L         0.041           Fluorene         160         2,600         33,000         ug/L         0.013 U           Indeno(1,2,3-cd)pyrene         6.6         ug/L         0.016 I           Naphthalene         1.2         55         300         ug/L         0.012 U           Phenanthrene         250         2,200         36,000         ug/L         0.012 I           Pyrene         880         2,400         45,000         ug/L         0.039	Acenaphthylene	27	1,800	20,000	ug/L	0.011 U
Benzo(a)pyrene         8         0.1         0.7         ug/L         0.030 I           Benzo(b)fluoranthene         2.4         ug/L         0.048           Benzo(g,h,i)perylene         32,000         2,500         52,000         ug/L         0.018 I           Benzo(k)fluoranthene         24         ug/L         0.020 I         0.020 I           Chrysene         77         ug/L         0.032 I         0.032 I           Dibenz(a,h)anthracene         0.7         ug/L         0.0082 U           Fluoranthene         1,200         3,200         59,000         ug/L         0.041           Fluorene         160         2,600         33,000         ug/L         0.013 U           Indeno(1,2,3-cd)pyrene         6.6         ug/L         0.012 U           Phenanthrene         250         2,200         36,000         ug/L         0.012 U           Phenanthrene         880         2,400         45,000         ug/L         0.039           FL-PRO          880         2,400         45,000         ug/L         0.039	Anthracene	2,500	21,000	300,000	ug/L	0.013 U
Benzo(a)pyrene         8         0.1         0.7         ug/L         0.030 I           Benzo(b)fluoranthene         2.4         ug/L         0.048           Benzo(g,h,i)perylene         32,000         2,500         52,000         ug/L         0.018 I           Benzo(k)fluoranthene         24         ug/L         0.020 I         0.020 I           Chrysene         77         ug/L         0.032 I         0.032 I           Dibenz(a,h)anthracene         0.7         ug/L         0.0082 U           Fluoranthene         1,200         3,200         59,000         ug/L         0.041           Fluorene         160         2,600         33,000         ug/L         0.013 U           Indeno(1,2,3-cd)pyrene         6.6         ug/L         0.012 U           Phenanthrene         250         2,200         36,000         ug/L         0.012 U           Phenanthrene         880         2,400         45,000         ug/L         0.039           FL-PRO          880         2,400         45,000         ug/L         0.039	Benzo(a)anthracene	0.8			ug/L	0.023 I
Benzo(b)fluoranthene         2.4         ug/L         0.048           Benzo(g,h,i)perylene         32,000         2,500         52,000         ug/L         0.018 I           Benzo(k)fluoranthene         24         ug/L         0.020 I         0.020 I           Chrysene         77         ug/L         0.032 I         0.032 I           Dibenz(a,h)anthracene         0.7         ug/L         0.0082 U           Fluoranthene         1,200         3,200         59,000         ug/L         0.041           Fluorene         160         2,600         33,000         ug/L         0.013 U           Indeno(1,2,3-cd)pyrene         6.6         ug/L         0.012 I           Phenanthrene         250         2,200         36,000         ug/L         0.012 U           Phenanthrene         880         2,400         45,000         ug/L         0.039	· · · · · · · · · · · · · · · · · · ·	8	0.1	0.7		
Benzo(g,h,i)perylene         32,000         2,500         52,000         ug/L         0.018 l           Benzo(k)fluoranthene         24         ug/L         0.020 l           Chrysene         77         ug/L         0.032 l           Dibenz(a,h)anthracene         0.7         ug/L         0.0082 U           Fluoranthene         1,200         3,200         59,000         ug/L         0.041           Fluorene         160         2,600         33,000         ug/L         0.013 U           Indeno(1,2,3-cd)pyrene         6.6         ug/L         0.012 U           Phenanthrene         250         2,200         36,000         ug/L         0.012 I           Pyrene         880         2,400         45,000         ug/L         0.039		2.4			•	0.048
Benzo(k)fluoranthene         24         ug/L         0.020 I           Chrysene         77         ug/L         0.032 I           Dibenz(a,h)anthracene         0.7         ug/L         0.0082 U           Fluoranthene         1,200         3,200         59,000         ug/L         0.041           Fluorene         160         2,600         33,000         ug/L         0.013 U           Indeno(1,2,3-cd)pyrene         6.6         ug/L         0.016 I           Naphthalene         1.2         55         300         ug/L         0.012 U           Phenanthrene         250         2,200         36,000         ug/L         0.012 I           Pyrene         880         2,400         45,000         ug/L         0.039	( )	32,000	2,500	52,000		0.0181
Chrysene         77         ug/L         0.032 I           Dibenz(a,h)anthracene         0.7         ug/L         0.0082 U           Fluoranthene         1,200         3,200         59,000         ug/L         0.041           Fluorene         160         2,600         33,000         ug/L         0.013 U           Indeno(1,2,3-cd)pyrene         6.6         ug/L         0.016 I           Naphthalene         1.2         55         300         ug/L         0.012 U           Phenanthrene         250         2,200         36,000         ug/L         0.012 I           Pyrene         880         2,400         45,000         ug/L         0.039						0.020 I
Dibenz(a,h)anthracene         0.7         ug/L         0.0082 U           Fluoranthene         1,200         3,200         59,000         ug/L         0.041           Fluorene         160         2,600         33,000         ug/L         0.013 U           Indeno(1,2,3-cd)pyrene         6.6         ug/L         0.016 I           Naphthalene         1.2         55         300         ug/L         0.012 U           Phenanthrene         250         2,200         36,000         ug/L         0.012 I           Pyrene         880         2,400         45,000         ug/L         0.039           FL-PRO         FL-PRO </td <td>Chrysene</td> <td>77</td> <td></td> <td></td> <td></td> <td>0.032 I</td>	Chrysene	77				0.032 I
Fluoranthene         1,200         3,200         59,000         ug/L         0.041           Fluorene         160         2,600         33,000         ug/L         0.013 U           Indeno(1,2,3-cd)pyrene         6.6         ug/L         0.016 I           Naphthalene         1.2         55         300         ug/L         0.012 U           Phenanthrene         250         2,200         36,000         ug/L         0.012 I           Pyrene         880         2,400         45,000         ug/L         0.039           FL-PRO						
Fluorene         160         2,600         33,000         ug/L         0.013 U           Indeno(1,2,3-cd)pyrene         6.6         ug/L         0.016 I           Naphthalene         1.2         55         300         ug/L         0.012 U           Phenanthrene         250         2,200         36,000         ug/L         0.012 I           Pyrene         880         2,400         45,000         ug/L         0.039           FL-PRO		1,200	3,200	59,000		
Indeno(1,2,3-cd)pyrene         6.6         ug/L         0.016 I           Naphthalene         1.2         55         300         ug/L         0.012 U           Phenanthrene         250         2,200         36,000         ug/L         0.012 I           Pyrene         880         2,400         45,000         ug/L         0.039           FL-PRO         Image: State St	Fluorene	,	,			
Naphthalene         1.2         55         300         ug/L         0.012 U           Phenanthrene         250         2,200         36,000         ug/L         0.012 I           Pyrene         880         2,400         45,000         ug/L         0.039           FL-PRO         Image: Comparison of the second						
Phenanthrene         250         2,200         36,000         ug/L         0.012 I           Pyrene         880         2,400         45,000         ug/L         0.039           FL-PRO			55	300		
Pyrene 880 2,400 45,000 ug/L 0.039 FL-PRO					-	
FL-PRO				,		
				,	<u>J</u> .	
	Petroleum Range Organics	340	460	2,700	ug/L	5.4 U

#### Notes:

- {BOLDED CONCENTRATION} exceeds its residential direct exposure limit established in Table 2 of Chapter 62-777, FAC.

- {BOLDED ITALICIZED CONCENTRATION} exceeds its commercial direct exposure limit establed in Table 2 of Chapter 62-777, FAC.

- {BOLDED ITALICIZED CONCENTRATION} with an \*\* beside it exceeds its leachability limit established in Table 2 of Chapter 62-777, FAC.

- "U" flag indicates concentration was below the method detection limit (MDL).

- "I" flag indicates concentration was between the MDL and practical quantitation limit (PQL).

		62-777 FAC S	-		SB-20 (0-2)	SB-21 (0-2)
Method/ Analyzed Parameter	Leachability Based on Groundwater Criteria	Direct Exposure Residential	Direct Exposure Commercial / Industrial	Units	07/27/2020	07/27/2020
EPA 6010						
Arsenic		2.1	12	mg/kg	26.8	4.1
Barium	1,600	120	130,000	mg/kg	1060	104
Cadmium	7.5	82	1,700	mg/kg	19.3**	0.99
Chromium	38	210	470	mg/kg	49.3**	22.8
Lead		400	1,400	mg/kg	1600	174
Selenium	5.2	440	11,000	mg/kg	4.2 U	0.75 I
Silver	17	410	8,200	mg/kg	4.2	0.20 I
EPA 7471						
Mercury	2.1	3	17	mg/kg	0.17	0.27
EPA 8081						
4,4'-DDD	5.8	4.2	22	mg/kg	0.0013 I	0.0091
4,4'-DDE	18	2.9	15	mg/kg	0.0053	0.029
4,4'-DDT	11	2.9	15	mg/kg	0.0050	0.027
Aldrin	0.2	0.06	0.3	mg/kg	0.00033 U	0.00069 U
Chlordane (Technical)	9.6	2.8	14	mg/kg	0.0098 U	0.021 U
Dieldrin	0.002	0.06	0.3	mg/kg	0.00040 U	0.00099 I
Endosulfan I				mg/kg	0.00037 U	0.00077 U
Endosulfan II				mg/kg	0.00038 U	0.00080 U
Endosulfan sulfate				mg/kg	0.00039 U	0.00082 U
Endrin	1	25	510	mg/kg	0.00037 U	0.0013 I
Endrin aldehyde				mg/kg	0.00041 U	0.00087 U
Endrin ketone				mg/kg	0.00041 U	0.00086 U
Heptachlor	23	0.2	1	mg/kg	0.00034 U	0.00072 U
Heptachlor epoxide	0.6	0.1	0.5	mg/kg	0.00059 U	0.0012 U
Methoxychlor	160	420	8,800	mg/kg	0.00048 U	0.0010 U
Toxaphene	31	0.9	4.5	mg/kg	0.014 U	0.030 U
alpha-BHC	0.0003	0.1	0.6	mg/kg	0.00033 U	0.00069 U
beta-BHC	0.001	0.5	2.4	mg/kg	0.00039 U	0.00082 U
delta-BHC	0.2	24	490	mg/kg	0.00017 U	0.00035 U
gamma-BHC (Lindane)	0.009	0.7	2.5	mg/kg	0.00029 U	0.00060 U
EPA 8151						
2,4,5-T	0.4	690	9,500	mg/kg	0.0100 U	0.0115 U
2,4,5-TP (Silvex)		660	14,000	mg/kg	0.0126 U	0.0145 U
2,4-D	0.7	770	13,000	mg/kg	0.00826 U	0.00950 U
2,4-DB				mg/kg	0.0350 U	0.0402 U
Dalapon				mg/kg	0.0133 U	0.0153 U
Dicamba	2.6	2,300	40,000	mg/kg	0.0185 U	0.0213 U
Dichloroprop	0.3	370	5,800	mg/kg	0.0288 U	0.0332 U
Dinoseb	0.03	65	840	mg/kg	0.00820 U	0.00944 U
МСРА	0.02	35	500	mg/kg	0.521 U	0.600 U
МСРР				mg/kg	0.432 U	0.497 U
EPA 8260						
1,1,1,2-Tetrachloroethane	0.01	2.9	4.3	mg/kg	0.0028 U	0.0033 U
1,1,1-Trichloroethane	1.9	730	3,900	mg/kg	0.0031 U	0.0036 U
1,1,2,2-Tetrachloroethane	0.001	0.7	1.2	mg/kg	0.0028 U	0.0033 U
1,1,2-Trichloroethane	0.03	1.4	2	mg/kg	0.0028 U	0.0033 U
1,1-Dichloroethane	0.4	390	2,100	mg/kg	0.0031 U	0.0036 U

		Table II, Ch. 62-777 FAC Soil Cleanup Target Levels			SB-20 (0-2)	SB-21 (0-2)
Method/ Analyzed Parameter	Leachability Based on Groundwater Criteria	Direct Exposure Residential	Direct Exposure Commercial / Industrial	Units	07/27/2020	07/27/2020
1,1-Dichloroethene	0.06	95	510	mg/kg	0.0028 U	0.0033 U
1,1-Dichloropropene				mg/kg	0.0029 U	0.0034 U
1,2,3-Trichlorobenzene	4.6	650	8,200	mg/kg	0.0028 U	0.0033 U
1,2,3-Trichloropropane	0.0001	0.06	0.1	mg/kg	0.0028 U	0.0033 U
1,2,3-Trimethylbenzene		18	96	mg/kg	0.0028 U	0.0033 U
1,2,4-Trichlorobenzene	5.3	660	8,500	mg/kg	0.0028 U	0.0033 U
1,2,4-Trimethylbenzene	0.3	18	95	mg/kg	0.0032 U	0.0037 U
1,2-Dichlorobenzene	17	880	5,000	mg/kg	0.0028 U	0.0033 U
1,2-Dichloroethane	0.01	0.5	0.7	mg/kg	0.0028 U	0.0033 U
1,2-Dichloropropane	0.03	0.6	0.9	mg/kg	0.0028 U	0.0033 U
1,3,5-Trimethylbenzene	0.3	15	80	mg/kg	0.0032 U	0.0038 U
1,3-Dichlorobenzene	7	380	2,200	mg/kg	0.0028 U	0.0033 U
1,3-Dichloropropane				mg/kg	0.0028 U	0.0033 U
1,4-Dichlorobenzene	2.2	6.4	9.9	mg/kg	0.0028 U	0.0033 U
2,2-Dichloropropane				mg/kg	0.0029 U	0.0034 U
2-Butanone (MEK)	17	16,000	110,000	mg/kg	0.0056 U	0.0066 U
2-Chloroethylvinyl ether				mg/kg	0.011 U	0.013 U
2-Chlorotoluene	2.8	200	1,200	mg/kg	0.0028 U	0.0033 U
2-Hexanone	1.4	24	130	mg/kg	0.0056 U	0.0066 U
4-Chlorotoluene	2.5	170	990	mg/kg	0.0028 U	0.0033 U
4-Methyl-2-pentanone (MIBK)	2.6	4,300	44,000	mg/kg	0.0056 U	0.0066 U
Acetone	25	11,000	68,000	mg/kg	0.011 U	0.013 U
Acetonitrile				mg/kg	0.028 U	0.033 U
Benzene	0.007	1.2	1.7	mg/kg	0.0029 U	0.0034 U
Bromobenzene				mg/kg	0.0028 U	0.0033 U
Bromochloromethane	0.6	95	530	mg/kg	0.0028 U	0.0033 U
Bromodichloromethane	0.004	1.5	2.2	mg/kg	0.0028 U	0.0033 U
Bromoform	0.03	48	93	mg/kg	0.0028 U	0.0033 U
Bromomethane	0.05	3.1	16	mg/kg	0.0028 U	0.0033 U
Carbon disulfide	5.6	270	1,500	mg/kg	0.0028 U	0.0033 U
Carbon tetrachloride	0.04	0.5	0.7	mg/kg	0.0028 U	0.0033 U
Chlorobenzene	1.3	120	650	mg/kg	0.0028 U	0.0033 U
Chloroethane	0.06	3.9	5.4	mg/kg	0.0040 U	0.0048 U
Chloroform	0.4	0.4	0.6	mg/kg	0.0033 U	0.0039 U
Chloromethane	0.02	4	5.7	mg/kg	0.0032 U	0.0037 U
Dibromochloromethane	0.003	1.5	2.3	mg/kg	0.0028 U	0.0033 U
Dibromomethane	0.3	96	550	mg/kg	0.0028 U	0.0033 U
Dichlorodifluoromethane	44	77	410	mg/kg	0.0030 U	0.0035 U
Ethylbenzene	0.6	1,500	9,200	mg/kg	0.0032 U	0.0038 U
Iodomethane				mg/kg	0.0056 U	0.0066 U
Isopropylbenzene (Cumene)	0.2	220	1,200	mg/kg	0.0033 U	0.0039 U
Methyl-tert-butyl ether	0.09	4,400	24,000	mg/kg	0.0028 U	0.0033 U
Methylene Chloride	0.02	17	26	mg/kg	0.0028 U	0.0033 U
Styrene	3.6	3,600	23,000	mg/kg	0.0028 U	0.0033 U
Tetrachloroethene	0.03	8.8	18	mg/kg	0.0028 U	0.0033 U
Toluene	0.5	7,500	60,000	mg/kg	0.0030 U	0.0036 U
Trichloroethene	0.03	6.4	9.3	mg/kg	0.0032 U	0.0037 U
Trichlorofluoromethane	33	270	1,500	mg/kg	0.0031 U	0.0036 U

	Table II, Ch. 62-777 FAC Soil Cleanup Target Levels				SB-20 (0-2)	SB-21 (0-2)
Method/ Analyzed Parameter	Leachability Based on Groundwater Criteria	Direct Exposure Residential	Direct Exposure Commercial / Industrial	Units	07/27/2020	07/27/2020
Vinyl acetate	0.4	320	1,700	mg/kg	0.0028 U	0.0033 U
Vinyl chloride	0.007	0.2	0.8	mg/kg	0.0030 U	0.0036 U
Xylene (Total)	0.2	130	700	mg/kg	0.0058 U	0.0068 U
cis-1,2-Dichloroethene		33	180	mg/kg	0.0028 U	0.0033 U
cis-1,3-Dichloropropene				mg/kg	0.0028 U	0.0033 U
m&p-Xylene				mg/kg	0.0058 U	0.0068 U
n-Butylbenzene				mg/kg	0.0034 U	0.0040 U
n-Propylbenzene				mg/kg	0.0030 U	0.0035 U
o-Xylene				mg/kg	0.0029 U	0.0034 U
p-Isopropyltoluene		960	5,600	mg/kg	0.0034 U	0.0040 U
sec-Butylbenzene			0,000	mg/kg	0.0033 U	0.0038 U
tert-Butylbenzene				mg/kg	0.0032 U	0.0038 U
trans-1,2-Dichloroethene	0.7	53	290	mg/kg	0.0034 U	0.0041 U
trans-1,3-Dichloropropene	0.7		200	mg/kg	0.0028 U	0.0033 U
EPA 8270				mg/ng	0.0020 0	0.0000 0
1,2,4-Trichlorobenzene	5.3	660	8,500	mg/kg	0.011 U	0.026 U
1,2-Dichlorobenzene	17	880	5,000	mg/kg	0.012 U	0.028 U
1,2-Diphenylhydrazine	0.002	1.1	4.8	mg/kg	0.0087 U	0.020 0
1,3-Dichlorobenzene	7	380	2,200	mg/kg	0.014 U	0.021 0 0.033 U
1,4-Dichlorobenzene	2.2	6.4	9.9	mg/kg	0.014 0 0.012 U	0.030 U
1-Methylnaphthalene	3.1	200	1,800	mg/kg	0.012 U	0.025 U
2,4,5-Trichlorophenol	0.07	7,700	130,000	mg/kg	0.0075 U	0.030 U
2,4,6-Trichlorophenol	0.06	70	230	mg/kg	0.010 U	0.010 U
2,4-Dichlorophenol	0.003	190	2,400	mg/kg	0.0085 U	0.020 U
2,4-Dimethylphenol	1.7	1,300	18,000	mg/kg	0.0087 U	0.020 U
2,4-Dinitrophenol	0.06	110	1,200	mg/kg	0.12 U	0.27 U
2,4-Dinitrotoluene	0.0004	1.2	4.3	mg/kg	0.051 U	0.12 U
2,6-Dinitrotoluene	0.0004	1.2	3.8	mg/kg	0.0092 U	0.022 U
2-Chloronaphthalene	260	5,000	61,000	mg/kg	0.0092 U	0.022 U
2-Chlorophenol	0.7	130	860	mg/kg	0.0082 U	0.022 U
2-Methylnaphthalene	8.5	210	2,100	mg/kg	0.0002 0 0.015 U	0.020 U
2-Methylphenol(o-Cresol)	0.3	2,900	31,000	mg/kg	0.0092 U	0.033 U
2-Nitroaniline	0.0	2,900	130	mg/kg	0.047 U	0.022 0
2-Nitrophenol		24	150	mg/kg	0.047 U	0.11 U
3&4-Methylphenol(m&p Cresol)				mg/kg	0.001 U	0.021 U
3,3'-Dichlorobenzidine	0.003	2.1	9.9	mg/kg	0.0007 U	0.021 U
3-Nitroaniline	0.003	2.1	130	mg/kg	0.0097 U 0.0085 U	0.023 U 0.020 U
4,6-Dinitro-2-methylphenol		8.4	180	mg/kg	0.0085 U 0.12 U	0.020 U
4-Bromophenylphenyl ether		0.4	100	mg/kg	0.12 0 0.0077 U	0.30 U 0.018 U
4-Chloro-3-methylphenol				mg/kg	0.0077 U 0.0076 U	0.018 U
4-Chloroaniline	0.2	270	3,700	mg/kg	0.0078 U 0.0091 U	0.018 U 0.022 U
4-Chlorophenylphenyl ether	0.2	210	3,700	mg/kg	0.0091 U 0.0076 U	0.022 0 0.018 U
4-Chiorophenyiphenyi ether 4-Nitroaniline	0.008	17	96	mg/kg	0.0076 U 0.043 U	0.018 U
4-Nitrophenol	0.008	560	7,900		0.043 U	0.10 U
•	2.1	2,400	20,000	mg/kg	0.082 0 0.013 U	0.19 U 0.031 U
Acenaphthene	2.1	1,800		mg/kg	0.013 U 0.012 U	0.031 U 0.028 U
Acenaphthylene		27	20,000 150	mg/kg		
Aniline	0.03			mg/kg	0.011 U	0.027 U
Anthracene	2,500	21,000	300,000	mg/kg	0.013 U	0.032 U

	Table II, Ch. 62-777 FAC Soil Cleanup Target Levels				SB-20 (0-2)	SB-21 (0-2)
Method/ Analyzed Parameter	Leachability Based on Groundwater Criteria	Direct Exposure Residential	Direct Exposure Commercial / Industrial	Units	07/27/2020	07/27/2020
Benzo(a)anthracene	0.8			mg/kg	0.0191	0.026 U
Benzo(a)pyrene	8	0.1	0.7	mg/kg	0.022	0.023 U
Benzo(b)fluoranthene	2.4			mg/kg	0.027	0.024 U
Benzo(g,h,i)perylene	32,000	2,500	52,000	mg/kg	0.028	0.023 U
Benzo(k)fluoranthene	24			mg/kg	0.012 I	0.024 U
Benzyl alcohol	9.5	26,000	670,000	mg/kg	0.0094 U	0.022 U
Butylbenzylphthalate	310	17,000	380,000	mg/kg	0.0095 U	0.023 U
Chrysene	77			mg/kg	0.015 I	0.029 U
Di-n-butylphthalate	47	8,200	170,000	mg/kg	0.029 U	0.068 U
Di-n-octylphthalate		1,700	39,000	mg/kg	0.046 U	0.11 U
Dibenz(a,h)anthracene	0.7			mg/kg	0.0088 U	0.021 U
Dibenzofuran	15	320	6,300	mg/kg	0.0087 U	0.021 U
Diethylphthalate	86	61,000		mg/kg	0.0072 U	0.017 U
Dimethylphthalate	380	690,000		mg/kg	0.0081 U	0.019 U
Fluoranthene	1,200	3,200	59,000	mg/kg	0.018 I	0.030 U
Fluorene	160	2,600	33,000	mg/kg	0.014 U	0.032 U
Hexachloro-1,3-butadiene	1	6.2	13	mg/kg	0.013 U	0.031 U
Hexachlorobenzene	2.2	0.4	1.2	mg/kg	0.0075 U	0.018 U
Hexachlorocyclopentadiene	400	9.5	50	mg/kg	0.059 U	0.14 U
Hexachloroethane	0.2	38	87	mg/kg	0.011 U	0.026 U
Indeno(1,2,3-cd)pyrene	6.6			mg/kg	0.017	0.021 U
Isophorone	0.2	540	1,200	mg/kg	0.0097 U	0.023 U
N-Nitroso-di-n-propylamine	0.00005	0.08	0.2	mg/kg	0.12 U	0.28 U
N-Nitrosodimethylamine	0.000003	0.009	0.02	mg/kg	0.013 U	0.031 U
N-Nitrosodiphenylamine	0.4	180	730	mg/kg	0.0088 U	0.021 U
Naphthalene	1.2	55	300	mg/kg	0.013 U	0.031 U
Nitrobenzene	0.02	18	140	mg/kg	0.013 U	0.030 U
Pentachlorophenol	0.03	7.2	28	mg/kg	0.098 U	0.23 U
Phenanthrene Bhanal	250	2,200	36,000	mg/kg	0.013 U	0.030 U
Phenol	0.05	500	220,000	mg/kg	0.011 U	0.062  **
Pyrene	880	2,400	45,000	mg/kg	0.018	0.029 U
bis(2-Chloroethoxy)methane bis(2-Chloroethyl) ether	0.0001	250 0.3	5,700 0.5	mg/kg	0.0093 U 0.012 U	0.022 U 0.029 U
bis(2-Chloroisopropyl) ether	0.0001	6	12	mg/kg	0.012 U 0.011 U	0.029 U 0.026 U
bis(2-Ethylhexyl)phthalate	3,600	72	390	mg/kg mg/kg	0.00110 0.0089 U	0.020 U 0.021 U
FL-PRO	3,000	12	590	iiig/kg	0.0009.0	0.0210
Petroleum Range Organics	340	460	2,700	mg/kg	511**	16.8
EPA 8290	040		2,700	iiig/kg		10.0
2,3,7,8-TCDF			1	ng/kg	5	0.82
2,3,7,8-TCDD				ng/kg	0.72	0.21 U
1,2,3,7,8-PeCDF				ng/kg	1.6	0.411
2,3,4,7,8-PeCDF				ng/kg	7.3	0.95
1,2,3,7,8-PeCDD				ng/kg	1.5	0.37 I
1,2,3,4,7,8-HxCDF				ng/kg	33 1	3.11
1,2,3,6,7,8-HxCDF				ng/kg	0.48 U	1.3
2,3,4,6,7,8-HxCDF				ng/kg	3.8	2.1
1,2,3,7,8,9-HxCDF				ng/kg	1.9	0.62
1,2,3,4,7,8-HxCDD				ng/kg	1.3	0.78

	Table II, Ch. 62-777 FAC Soil Cleanup Target Levels				SB-20 (0-2)	SB-21 (0-2)
Method/	Leachability Based on	Direct	Direct Exposure			
Analyzed Parameter	Groundwater Criteria	Exposure Residential	Commercial / Industrial	Units	07/27/2020	07/27/2020
1,2,3,6,7,8-HxCDD				ng/kg	3.5	5.8
1,2,3,7,8,9-HxCDD				ng/kg	2.9	2
1,2,3,4,6,7,8-HpCDF		· · · · · · · · · · · · · · · · · · ·		ng/kg	7.8	77
1,2,3,4,7,8,9-HpCDF				ng/kg	0.31 U	2.9
1,2,3,4,6,7,8-HpCDD				ng/kg	43	170
OCDF				ng/kg	6.7	130
OCDD				ng/kg	200	1900
TEQ	3,000	7	30	ng/kg	11	6.8

Notes:

- {BOLDED CONCENTRATION} exceeds its residential direct exposure limit established in Table 2 of Chapter 62-777, FAC.

- {BOLDED ITALICIZED CONCENTRATION} exceeds its commercial direct exposure limit establed in Table 2 of Chapter 62-777, FAC.

- {BOLDED ITALICIZED CONCENTRATION} with an \*\* beside it exceeds its leachability limit established in Table 2 of Chapter 62-777, FAC.

- "U" flag indicates concentration was below the method detection limit (MDL).

- "I" flag indicates concentration was between the MDL and practical quantitation limit (PQL).





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September 16, 2020

Ms. Selma Rabelo **AHS Residential** 12895 SW 132nd Street, Suite 202 Miami, Florida 33186 Phone: (305) 255 5527 - x333 Email: srabelo@ahsresidential.com

#### Re: Opinion of Probable Cost for Remediation\_Revised 5976 Okeechobee Blvd, West Palm Beach, FL Project No. 19-7008.04

Since 1988

Dear Ms. Rabelo:

GFA International, Inc. (GFA) appreciates the opportunity to provide our professional opinion regarding estimated costs for addressing soil and groundwater impacts identified during a Limited Phase II ESA completed in February 2020 and Additional Soil and Groundwater Assessment completed in April 2020 and July 2020 at the AHS West Palm Beach (the site or subject property), located at 5976 Okeechobee Boulevard, West Palm Beach, Palm Beach County, Florida. It is GFA's understanding that the subject property is proposed for residential and commercial development that includes eleven (11), 5-story residential buildings, a clubhouse, and three (3) single-story commercial buildings.

#### SITE DESCRIPTION

The subject property consists of 2 parcels and occupies approximately 28.2 acres. The south parcel is 9.52 acres in size and contains four structures. The north parcel contains 18.68 acres and was used by the Town of Palm Beach as a landfill for solid waste disposal. This parcel fronts Okeechobee Boulevard. No building structures are currently located on this parcel.

#### **IDENTIFIED ENVIRONMENTAL CONSIDERATIONS**

At the request of AHS Residential, GFA prepared a Phase I Environmental Site Assessment (ESA) and a Limited Phase II ESA in February 2020, and Additional Soil and Groundwater Assessments in April 2020 and July 2020.

The Phase I ESA report prepared by GFA identified the following recognized environmental conditions in connection with the subject property:

• Okeechobee Boulevard Yard Trash/Town of Palm Beach Yard Trash (5976 Okeechobee Boulevard): This facility was a solid waste disposal facility (landfill) for the Town of Palm Beach that operated in the 1940s and 1950s. It is reported to have closed in the 1950s but reopened sometime thereafter at an unknown date for yard trash disposal. A Preliminary Assessment Report under CERCLA was submitted in 2001. The Preliminary Site Assessment Report indicated that groundwater monitoring at the site had been conducted between 1992 and 2000. Sampling data indicated that

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primary and secondary drinking water standards were exceeded for iron, manganese, sodium, chloride, total dissolved solids (TDS), and turbidity. In addition, cadmium, chromium, lead, and arsenic at times were detected in groundwater samples at concentrations above the drinking water standard. The report concluded that further assessment is needed. A CERCLA Record of Decision (ROD) dated May 28, 2002 stated that further assessment is needed. The priority was listed as "low".

Semi-annual groundwater monitoring has occurred every year since 2007. The most recent report, (Year 13) dated September 10, 2019, and describing the July 2019 sampling event indicated exceedances of the groundwater cleanup target level (GCTL) for lead, sodium, chloride, ammonia, and TDS. The report indicated that persistent and intermittent parameter exceedances have been detected in the groundwater samples over the years of monitoring. The report identified the predominant groundwater flow direction to the west. Based on the long history of the site as a landfill, documented groundwater impacts, and the long-term persistent exceedances of GCTLs for monitored parameters. This facility is considered to be a REC to the subject property.

• Former Shooting Range Area (5976 Okeechobee Blvd): A former shooting range area was observed in the southwest corner of the subject property. Shooting range activities can result in accumulation of Lead in the soil from spent ammunition stockpiling down-range; therefore, the former shooting range does represent an onsite REC at this time.

The Limited Phase II ESA (February 2020 Draft Report) and Limited Soil and Groundwater Assessment Reports dated April 2020 (Draft) and July 2020 identified the following soil and groundwater impacts:

- Concentrations of Arsenic, Dieldrin, Benzo(a)pyrene (BaP)/Total Benzo(a)pyrene Equivalents (TBaPE) and Total Dioxin & Furan Toxic Equivalence (TEQ) concentrations in exceedance of the Florida Department of Environmental Protection (FDEP) Direct Exposure Residential Soil Cleanup Target Levels (SCTL) or Leachability Based on Groundwater Criteria in composite soil samples from the landfill material at the site.
- Concentrations of Arsenic, Barium, Cadmium, Lead and Total Dioxin & Furan Toxic Equivalence (TEQ) concentrations in site soil at non landfill portion at the site.
- Concentrations of Arsenic, Iron, Manganese, Ammonia and Total Dissolved Solids are present in site groundwater in exceedance of the FDEP Groundwater Cleanup Target Levels (GCTLs).
- Concentrations of Iron and Manganese are present in site groundwater in exceedance of the FDEP Natural Attenuation Default Concentrations.

The following recommendations are provided based on the Limited Phase II ESA (February 2020 Draft Report) and Limited Soil and Groundwater Assessment Reports dated April 2020 (Draft) and July 2020:

- Additional assessment to determine the extents of soil and groundwater impacts at the site.
- Removal and offsite disposal of the landfill material for the proposed development of the site. Development and implementation of a Soil Management Plan for the proper handling and disposal of impacted soils at the site is additionally recommended.
- Pursue Conditional Closure for the identified soil and groundwater impacts at the site for a costeffective site closure. The proposed Conditional Closure will include the implementation of engineering and institutional controls across the property to protect human health, public safety, and the environment. The engineering controls will prevent exposure to the site soil or groundwater. Engineering controls are site specific and may consist of, but are not limited to, one or a combination of the following; a minimum of two feet of clean fill material, a physical barrier or impervious cover such as

asphalt paved roadways, asphalt paved parking lots, concrete building footprints, and concrete sidewalks.

The institutional controls such as a deed restriction / restrictive covenant will ensure the engineering controls or any designated land use restriction, including restrictions on groundwater use, for the site remains in place.

#### OPIONION OF PROBABLE COST FOR REMEDIATION

GFA has prepared the following opinion of probable costs for addressing soil and groundwater impacts for proposed development of the site. This Opinion of Probable Costs is based on the limited soil and groundwater data from the February 2020, April 2020 and July 2020 assessments. The remedial approach for addressing the identified soil and groundwater impacts will include the following site rehabilitation activities per Chapter 62-780 of the Florida Administrative Code (FAC) and FDEP Guidance for Disturbance and Use of Old Closed Landfills or Waste Disposal Areas In Florida (April 2, 2019):

- Preliminary Contamination Assessment Plan (PCAP) for approval by FDEP,
- Preliminary Contamination Assessment Report (PCAR) for approval by FDEP,
- Excavation and Disposal Plan and Soil Management Plan for approval by FDEP,
- Excavation and Disposal including excavation, on-site sorting, transportation and off-site disposal of sorted wastes or vegetative materials. Based on information available from a report prepared by Kimley Horn dated March 24, 2020 titled "Annual Estimate of Remaining Useful Life and Capacity Okeechobee Boulevard and Skees Road Yard Waste Disposal Facilities" the Okeechobee Boulevard Landfill has an estimated remaining capacity of 45,730 cubic yards and an estimated closed volume capacity of 108,870 cubic yards. Based on this information, GFA estimates the current capacity of the landfill is approximately 63,140 cubic yards (approximately 82,082 tons). Based on the soil concentrations from the landfill material, it is assumed that soil from the landfill material will be disposed of at an approved landfill or permitted disposal facility,
- Site Rehabilitation Completion Report,
- Conditional Closure Package including a Restrictive Covenant and Engineering Controls and Maintenance Plan for approval by FDEP.

Probable costs and timeframe for completion, submittal and regulatory approval is provided in **Table 1:** Summary of Remedial Activities and Probable Costs.

Site Rehabilitation Activity	Estimated Complet Regulatory (Mon	tion and Approval	Probable Costs (\$)		
Preliminary Contamination Assessment Plan (PCAP)	1	3	5,000.00	-	10,000.00
Preliminary Contamination Assessment Report (PCAR)/SAR	1	3	130,000.00	-	200,000.00
Excavation and Disposal Plan and Soil Management Plan	1	3	10,000.00	-	20,000.00
Excavation & loading	3	6	665,000.00	-	810,000.00
Transportation & Disposal Offsite	3	6	5,000,000.00	-	6,000,000.00

#### Table 1: Summary of Remedial Activities and Probable Costs

Site Rehabilitation Activity	Complet Regulatory	Estimated Period for Completion and Regulatory Approval (Months)			Costs (\$)
Oversight & Reporting	3	6	50,000.00	-	100,000.00
Quarterly Monitoring Report (4 Quarters)	12	24	100,000.00	-	200,000.00
Site Rehabilitation Completion Report	1	3	10,000.00	-	30,000.00
Conditional Closure Package	3	6	15,000.00	-	30,000.00
P	5,985,000.00	-	7,400,000.00		

GFA's opinion for estimated costs to address site soil and groundwater impacts identified during the Limited Phase II ESA in February 2020 and Additional Soil and Groundwater Assessments in April 2020 and July 2020 is in the order of **\$5,985,000.00** to **\$7,400,000.00**.

The probable estimated costs and timeframes provided are based on existing assessment data, historical site information, estimates of landfill material at the site based on Kimley Horn's March 2020 report, GFA's experience with similar projects, and regulatory records. Further assessment of the site may reveal other environmental considerations, resulting in additional costs and time required for addressing the soil and groundwater impacts. GFA is not responsible for costs associated with unknown site conditions. This report of Opinion for Probable Costs for Remediation has been prepared strictly for informational purposes and GFA is not liable for any misrepresentations or errors contained herein.

If you have any concerns regarding this letter, please contact the undersigned at (561) 347-0070.

Best Regards GFA International, Inc.

Jonathan A. Bulley Environmental Department Manager Frederick G. Kaub, P.G. President

# ATTACHMENT E DIOXIN/FURAN TEQ CALCULATIONS

	Dioxin/Furan Conversion Table		
	For Direct Exposure Soil Cleanup Target Levels		
Site Name:	AHS West Palm Beach Property		
Location:	West Palm Beach		
Facility ID No.:			
Soil Sample No.	B-1(4-6)		
Sample Date	12/01/2020		
Location:			
Depth (ft):			

- 1. If quantified with certainty or estimated and has the "J" qualifier enter the reported value;
- 2. If not detected at the MDL (the concentration reported is the MDL followed by the "U" qualifier) enter 1/2 of the reported value;
- 3. If detected at a concentration lower than the MDL and the concentration is estimated (has the "T" qualifier) enter the estimated value;
- 4. If detected at a concentration equal to or higher than the MDL but lower than the Practical Quantitation Limit (PQL) and the concentration is estimated (has the "I" qualifier) enter the estimated value;
- 5. If detected at a concentration equal to or higher than the MDL but lower than the PQL and it is not estimated (the concentration reported is the PQL followed by the "M" qualifier) enter 1/2 of the reported value;
- 6. If estimated and reported with an "EMPC" (Estimated Maximum Possible Concentration) qualifier enter the estimated value;
- 7. If reported with an "EDL" (Estimated Detection Limit) qualifier enter 1/2 of the reported value (data is treated the same as "U" qualified data).
- 8. If the report only includes total concentrations for dioxin or furan congeners with the same degree of chlorination. These data cannot be used to estimate a 2,3,7,8-TCDD equivalent concentration. Please contact the Bureau of Waste Cleanup for guidance on handling such data.
- Note: If dioxins are detected but no furans, then the furans TEQs can be assumed to be zero. Similarly, if furans are detected but no dioxins, then dioxin TEQs can be assumed to be zero.

Summary Criteria for Table Entries			
Detection	<b>Concentration Reported</b>	Data Qualifier	Enter
Quantified with certainty		None	reported value
Estimated		J	reported (estimated) value
ND at MDL	MDL	U	1/2 reported value
≤ MDL	Estimated	Т	reported (estimated) value
≥ MDL but < PQL	Estimated	I	reported (estimated) value
≥ MDL but < PQL	Not estimated	Μ	1/2 reported value
Estimated	Estimated	EMPC	reported (estimated) value
Reported	EDL	EDL	1/2 reported value

Polychlorinated dibenzodioxins Congener Concentration (mg/kg) WHO 2005 TEFs 2,3,7,8-TCDD Equivalents 2,3,7,8-TCDD 0.0000022 1 0.0000022 1 1,2,3,7,8-PeCDD 0.00000235 0.00000235 1,2,3,4,7,8-HxCDD 0.00000195 0.1 0.000000195 1,2,3,6,7,8-HxCDD 0.000012 0.1 0.0000012 1,2,3,7,8,9-HxCDD 0.0000056 0.1 0.0000056 1,2,3,4,6,7,8-HpCDD 0.00025 0.01 0.0000025 0.0028 0.0000084 OCDD 0.0003 0.0000055745

Total Dioxin Equivalents =

(TEF = Toxic Equivalency Factor)

	Polychlorinated dibenzofurans			
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents	
2,3,7,8-TCDF	0.0000037	0.1	0.0000037	
1,2,3,7,8-PeCDF	0.0000051	0.03	0.00000153	
2,3,4,7,8-PeCDF	0.000013	0.3	0.000039	
1,2,3,4,7,8-HxCDF	0.000071	0.1	0.000071	
1,2,3,6,7,8-HxCDF	0.000012	0.1	0.0000012	
1,2,3,7,8,9-HxCDF	0.00000055	0.1	0.00000055	
2,3,4,6,7,8-HxCDF	0.000006	0.1	0.000006	
1,2,3,4,6,7,8-HpCDF	0.000062	0.01	0.0000062	
1,2,3,4,7,8,9-HpCDF	0.000086	0.01	0.00000086	
OCDF	0.000082	0.0003	0.000000246	
DE Residential = 7.0e-06 mg/kg; DE Industrial = 3.0e-05 mg/kg Total Furan Equivalents = 0.0000141086			0.0000141086	

Total TEQs; Dioxins + Furans =

0.0000196831

The concentration shown EXCEEDS the Residential Direct Exposure SCTL of 7.0e-06 mg/kg.

	Dioxin/Furan Conversion Table		
	For Direct Exposure Soil Cleanup Target Levels		
Site Name:	AHS West Palm Beach Property		
Location:	West Palm Beach		
Facility ID No.:			
Soil Sample No.	B-1(17.5-18)		
Sample Date	12/01/2020		
Location:			
Depth (ft):			

- 1. If quantified with certainty or estimated and has the "J" qualifier enter the reported value;
- 2. If not detected at the MDL (the concentration reported is the MDL followed by the "U" qualifier) enter 1/2 of the reported value;
- 3. If detected at a concentration lower than the MDL and the concentration is estimated (has the "T" qualifier) enter the estimated value;
- 4. If detected at a concentration equal to or higher than the MDL but lower than the Practical Quantitation Limit (PQL) and the concentration is estimated (has the "I" qualifier) enter the estimated value;
- 5. If detected at a concentration equal to or higher than the MDL but lower than the PQL and it is not estimated (the concentration reported is the PQL followed by the "M" qualifier) enter 1/2 of the reported value;
- 6. If estimated and reported with an "EMPC" (Estimated Maximum Possible Concentration) qualifier enter the estimated value;
- 7. If reported with an "EDL" (Estimated Detection Limit) qualifier enter 1/2 of the reported value (data is treated the same as "U" qualified data).
- 8. If the report only includes total concentrations for dioxin or furan congeners with the same degree of chlorination. These data cannot be used to estimate a 2,3,7,8-TCDD equivalent concentration. Please contact the Bureau of Waste Cleanup for guidance on handling such data.
- Note: If dioxins are detected but no furans, then the furans TEQs can be assumed to be zero. Similarly, if furans are detected but no dioxins, then dioxin TEQs can be assumed to be zero.

Summary Criteria for Table Entries			
Detection	<b>Concentration Reported</b>	Data Qualifier	Enter
Quantified with certainty		None	reported value
Estimated		J	reported (estimated) value
ND at MDL	MDL	U	1/2 reported value
≤ MDL	Estimated	Т	reported (estimated) value
≥ MDL but < PQL	Estimated	I	reported (estimated) value
≥ MDL but < PQL	Not estimated	Μ	1/2 reported value
Estimated	Estimated	EMPC	reported (estimated) value
Reported	EDL	EDL	1/2 reported value

(TEF = Toxic Equivalency Factor)

Polychlorinated dibenzodioxins			
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents
2,3,7,8-TCDD	0.0000027	1	0.0000027
1,2,3,7,8-PeCDD		1	0.00
1,2,3,4,7,8-HxCDD		0.1	0.00
1,2,3,6,7,8-HxCDD		0.1	0.00
1,2,3,7,8,9-HxCDD		0.1	0.00
1,2,3,4,6,7,8-HpCDD	0.00003	0.01	0.0000003
OCDD		0.0003	0.00
		Total Dioxin Equivalents =	0.000003

Polychlorinated dibenzofurans				
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents	
2,3,7,8-TCDF		0.1	0.00	
1,2,3,7,8-PeCDF		0.03	0.00	
2,3,4,7,8-PeCDF		0.3	0.00	
1,2,3,4,7,8-HxCDF		0.1	0.00	
1,2,3,6,7,8-HxCDF		0.1	0.00	
1,2,3,7,8,9-HxCDF		0.1	0.00	
2,3,4,6,7,8-HxCDF		0.1	0.00	
1,2,3,4,6,7,8-HpCDF		0.01	0.00	
1,2,3,4,7,8,9-HpCDF		0.01	0.00	
OCDF		0.0003	0.00	
DE Residential = 7.0e-06 mg/kg; DE Industrial = 3.0e-05 mg/kg Total Furan Equivalents = 0.00				

Total TEQs; Dioxins + Furans =

0.000003

The concentration shown does not exceed the Residential Direct Exposure SCTL of 7.0e-06 mg/kg.

# Dioxin/Furan Conversion Table For Direct Exposure Soil Cleanup Target Levels Site Name: AHS West Palm Beach Property Location: West Palm Beach Facility ID No.: B-1(18-18.5) Sample Date 12/01/2020 Location: B-1(18-18.5)

Instructions: Calculate 2,3,7,8-TCDD Equivalents only if at least one of the dioxin congeners is detected in the sample at a concentration equal to or higher than the Method Detection Limit (MDL), whether quantified with certainty (the concentration reported has no qualifier) or estimated (the concentration reported has a "J", "T" or "I" qualifier). Enter each congener concentration (in mg/kg) in the yellow boxes using the following criteria:

1. If quantified with certainty or estimated and has the "J" qualifier enter the reported value;

Depth (ft):

- If not detected at the MDL (the concentration reported is the MDL followed by the "U" qualifier) enter 1/2 of the reported value;
- If detected at a concentration lower than the MDL and the concentration is estimated (has the "T" qualifier) enter the estimated value;
- 4. If detected at a concentration equal to or higher than the MDL but lower than the Practical Quantitation Limit (PQL) and the concentration is estimated (has the "I" qualifier) enter the estimated value;
- 5. If detected at a concentration equal to or higher than the MDL but lower than the PQL and it is not estimated (the concentration reported is the PQL followed by the "M" qualifier) enter 1/2 of the reported value;
- 6. If estimated and reported with an "EMPC" (Estimated Maximum Possible Concentration) qualifier enter the estimated value;
- 7. If reported with an "EDL" (Estimated Detection Limit) qualifier enter 1/2 of the reported value (data is treated the same as "U" qualified data).
- 8. If the report only includes total concentrations for dioxin or furan congeners with the same degree of chlorination. These data cannot be used to estimate a 2,3,7,8-TCDD equivalent concentration. Please contact the Bureau of Waste Cleanup for guidance on handling such data.
- Note: If dioxins are detected but no furans, then the furans TEQs can be assumed to be zero. Similarly, if furans are detected but no dioxins, then dioxin TEQs can be assumed to be zero.

Summary Criteria for Table Entries			
Detection	<b>Concentration Reported</b>	Data Qualifier	Enter
Quantified with certainty		None	reported value
Estimated		J	reported (estimated) value
ND at MDL	MDL	U	1/2 reported value
≤ MDL	Estimated	Т	reported (estimated) value
≥ MDL but < PQL	Estimated	1	reported (estimated) value
≥ MDL but < PQL	Not estimated	М	1/2 reported value
Estimated	Estimated	EMPC	reported (estimated) value
Reported	EDL	EDL	1/2 reported value

(TEF = Toxic Equivalency Factor)

Polychlorinated dibenzodioxins			
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents
2,3,7,8-TCDD	0.000000425	1	0.000000425
1,2,3,7,8-PeCDD		1	0.00
1,2,3,4,7,8-HxCDD		0.1	0.00
1,2,3,6,7,8-HxCDD		0.1	0.00
1,2,3,7,8,9-HxCDD		0.1	0.00
1,2,3,4,6,7,8-HpCDD	0.000000295	0.01	0.00000000295
OCDD		0.0003	0.00
		Total Dioxin Equivalents =	0.00000042795

	Polychlorinated dibenzofurans			
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents	
2,3,7,8-TCDF		0.1	0.00	
1,2,3,7,8-PeCDF		0.03	0.00	
2,3,4,7,8-PeCDF		0.3	0.00	
1,2,3,4,7,8-HxCDF		0.1	0.00	
1,2,3,6,7,8-HxCDF		0.1	0.00	
1,2,3,7,8,9-HxCDF		0.1	0.00	
2,3,4,6,7,8-HxCDF		0.1	0.00	
1,2,3,4,6,7,8-HpCDF		0.01	0.00	
1,2,3,4,7,8,9-HpCDF		0.01	0.00	
OCDF		0.0003	0.00	
DE Residential = 7.0e-06 mg/kg; DE Industrial = 3.0e-05 mg/kg Total Furan Equivalents = 0.00				

Total TEQs; Dioxins + Furans = 0.00000042795

The concentration shown does not exceed the Residential Direct Exposure SCTL of 7.0e-06 mg/kg.

	Dioxin/Furan Conversion Table			
	For Direct Exposure Soil Cleanup Target Levels			
Site Name:	AHS West Palm Beach Property			
Location:	West Palm Beach			
Facility ID No.:				
Soil Sample No.	DPT-1(0-0.5)			
Sample Date	12/02/2020			
Location:				
Depth (ft):				

- 1. If quantified with certainty or estimated and has the "J" qualifier enter the reported value;
- If not detected at the MDL (the concentration reported is the MDL followed by the "U" qualifier) enter 1/2 of the reported value;
- 3. If detected at a concentration lower than the MDL and the concentration is estimated (has the "T" qualifier) enter the estimated value;
- 4. If detected at a concentration equal to or higher than the MDL but lower than the Practical Quantitation Limit (PQL) and the concentration is estimated (has the "I" qualifier) enter the estimated value;
- 5. If detected at a concentration equal to or higher than the MDL but lower than the PQL and it is not estimated (the concentration reported is the PQL followed by the "M" qualifier) enter 1/2 of the reported value;
- 6. If estimated and reported with an "EMPC" (Estimated Maximum Possible Concentration) qualifier enter the estimated value;
- 7. If reported with an "EDL" (Estimated Detection Limit) qualifier enter 1/2 of the reported value (data is treated the same as "U" qualified data).
- 8. If the report only includes total concentrations for dioxin or furan congeners with the same degree of chlorination. These data cannot be used to estimate a 2,3,7,8-TCDD equivalent concentration. Please contact the Bureau of Waste Cleanup for guidance on handling such data.
- Note: If dioxins are detected but no furans, then the furans TEQs can be assumed to be zero. Similarly, if furans are detected but no dioxins, then dioxin TEQs can be assumed to be zero.

Summary Criteria for Table Entries			
Detection	<b>Concentration Reported</b>	Data Qualifier	Enter
Quantified with certainty		None	reported value
Estimated		J	reported (estimated) value
ND at MDL	MDL	U	1/2 reported value
≤ MDL	Estimated	Т	reported (estimated) value
≥ MDL but < PQL	Estimated	I	reported (estimated) value
≥ MDL but < PQL	Not estimated	Μ	1/2 reported value
Estimated	Estimated	EMPC	reported (estimated) value
Reported	EDL	EDL	1/2 reported value

Calculate TEQs using: () WHO 1998 TER) WHO 2005 TEFs

Polychlorinated dibenzodioxins Congener Concentration (mg/kg) WHO 2005 TEFs 2,3,7,8-TCDD Equivalents 2,3,7,8-TCDD 0.00000041 1 0.00000041 1 1,2,3,7,8-PeCDD 0.0000005 0.0000005 1,2,3,4,7,8-HxCDD 0.0000028 0.1 0.00000028 1,2,3,6,7,8-HxCDD 0.0000039 0.1 0.00000039 1,2,3,7,8,9-HxCDD 0.0000045 0.1 0.00000045 1,2,3,4,6,7,8-HpCDD 0.000005 0.01 0.0000005 OCDD 0.000027 0.000000081 0.0003 Total Dioxin Equivalents = 0.000002611

(TEF = Toxic Equivalency Factor)

Polychlorinated dibenzofurans					
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents		
2,3,7,8-TCDF	0.0000069	0.1	0.00000069		
1,2,3,7,8-PeCDF	0.0000039	0.03	0.000000117		
2,3,4,7,8-PeCDF	0.0000007	0.3	0.00000021		
1,2,3,4,7,8-HxCDF	0.000009	0.1	0.0000009		
1,2,3,6,7,8-HxCDF	0.0000076	0.1	0.00000076		
1,2,3,7,8,9-HxCDF	0.0000007	0.1	0.00000007		
2,3,4,6,7,8-HxCDF	0.0000097	0.1	0.00000097		
1,2,3,4,6,7,8-HpCDF	0.0000033	0.01	0.00000033		
1,2,3,4,7,8,9-HpCDF	0.0000002	0.01	0.00000002		
OCDF	0.0000024	0.0003	0.0000000072		
DE Residential = 7.0e-06 mg/kg; DE Industrial = 3.0e-05 mg/kg Total Furan Equivalents = 0.00000040742					

Total TEQs; Dioxins + Furans = 0.00000066852

The concentration shown does not exceed the Residential Direct Exposure SCTL of 7.0e-06 mg/kg.

	Dioxin/Furan Conversion Table
	For Direct Exposure Soil Cleanup Target Levels
Site Name:	AHS West Palm Beach Property
Location:	West Palm Beach
Facility ID No.:	
Soil Sample No.	DPT-1(0.5-2)
Sample Date	12/02/2020
Location:	
Depth (ft):	

- 1. If quantified with certainty or estimated and has the "J" qualifier enter the reported value;
- If not detected at the MDL (the concentration reported is the MDL followed by the "U" qualifier) enter 1/2 of the reported value;
- 3. If detected at a concentration lower than the MDL and the concentration is estimated (has the "T" qualifier) enter the estimated value;
- 4. If detected at a concentration equal to or higher than the MDL but lower than the Practical Quantitation Limit (PQL) and the concentration is estimated (has the "I" qualifier) enter the estimated value;
- 5. If detected at a concentration equal to or higher than the MDL but lower than the PQL and it is not estimated (the concentration reported is the PQL followed by the "M" qualifier) enter 1/2 of the reported value;
- 6. If estimated and reported with an "EMPC" (Estimated Maximum Possible Concentration) qualifier enter the estimated value;
- 7. If reported with an "EDL" (Estimated Detection Limit) qualifier enter 1/2 of the reported value (data is treated the same as "U" qualified data).
- 8. If the report only includes total concentrations for dioxin or furan congeners with the same degree of chlorination. These data cannot be used to estimate a 2,3,7,8-TCDD equivalent concentration. Please contact the Bureau of Waste Cleanup for guidance on handling such data.
- Note: If dioxins are detected but no furans, then the furans TEQs can be assumed to be zero. Similarly, if furans are detected but no dioxins, then dioxin TEQs can be assumed to be zero.

Summary Criteria for Table Entries				
Detection Concentration Reported Data Qualifier Enter				
Quantified with certainty		None	reported value	
Estimated		J	reported (estimated) value	
ND at MDL	MDL	U	1/2 reported value	
≤ MDL	Estimated	Т	reported (estimated) value	
≥ MDL but < PQL	Estimated	I	reported (estimated) value	
≥ MDL but < PQL	Not estimated	Μ	1/2 reported value	
Estimated	Estimated	EMPC	reported (estimated) value	
Reported	EDL	EDL	1/2 reported value	

(TEF = Toxic Equivalency Factor)

Polychlorinated dibenzodioxins				
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents	
2,3,7,8-TCDD	0.000000385	1	0.000000385	
1,2,3,7,8-PeCDD		1	0.00	
1,2,3,4,7,8-HxCDD		0.1	0.00	
1,2,3,6,7,8-HxCDD		0.1	0.00	
1,2,3,7,8,9-HxCDD		0.1	0.00	
1,2,3,4,6,7,8-HpCDD	0.00000055	0.01	0.0000000055	
OCDD		0.0003	0.00	
Total Dioxin Equivalents = 0.0000003905				

Polychlorinated dibenzofurans					
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents		
2,3,7,8-TCDF		0.1	0.00		
1,2,3,7,8-PeCDF		0.03	0.00		
2,3,4,7,8-PeCDF		0.3	0.00		
1,2,3,4,7,8-HxCDF		0.1	0.00		
1,2,3,6,7,8-HxCDF		0.1	0.00		
1,2,3,7,8,9-HxCDF		0.1	0.00		
2,3,4,6,7,8-HxCDF		0.1	0.00		
1,2,3,4,6,7,8-HpCDF		0.01	0.00		
1,2,3,4,7,8,9-HpCDF		0.01	0.00		
OCDF		0.0003	0.00		
DE Residential = 7.0e-06 mg/kg; DE Industrial = 3.0e-05 mg/kg Total Furan Equivalents = 0.00					

Total TEQs; Dioxins + Furans = 0.0000003905

The concentration shown does not exceed the Residential Direct Exposure SCTL of 7.0e-06 mg/kg.

AHS West Palm Beach Property		
-		

- 1. If quantified with certainty or estimated and has the "J" qualifier enter the reported value;
- If not detected at the MDL (the concentration reported is the MDL followed by the "U" qualifier) enter 1/2 of the reported value;
- 3. If detected at a concentration lower than the MDL and the concentration is estimated (has the "T" qualifier) enter the estimated value;
- 4. If detected at a concentration equal to or higher than the MDL but lower than the Practical Quantitation Limit (PQL) and the concentration is estimated (has the "I" qualifier) enter the estimated value;
- 5. If detected at a concentration equal to or higher than the MDL but lower than the PQL and it is not estimated (the concentration reported is the PQL followed by the "M" qualifier) enter 1/2 of the reported value;
- 6. If estimated and reported with an "EMPC" (Estimated Maximum Possible Concentration) qualifier enter the estimated value;
- 7. If reported with an "EDL" (Estimated Detection Limit) qualifier enter 1/2 of the reported value (data is treated the same as "U" qualified data).
- 8. If the report only includes total concentrations for dioxin or furan congeners with the same degree of chlorination. These data cannot be used to estimate a 2,3,7,8-TCDD equivalent concentration. Please contact the Bureau of Waste Cleanup for guidance on handling such data.
- Note: If dioxins are detected but no furans, then the furans TEQs can be assumed to be zero. Similarly, if furans are detected but no dioxins, then dioxin TEQs can be assumed to be zero.

Summary Criteria for Table Entries				
Detection Concentration Reported Data Qualifier Enter				
Quantified with certainty		None	reported value	
Estimated		J	reported (estimated) value	
ND at MDL	MDL	U	1/2 reported value	
≤ MDL	Estimated	Т	reported (estimated) value	
≥ MDL but < PQL	Estimated	I	reported (estimated) value	
≥ MDL but < PQL	Not estimated	Μ	1/2 reported value	
Estimated	Estimated	EMPC	reported (estimated) value	
Reported	EDL	EDL	1/2 reported value	

### Calculate TEQs using: ( ) WHO 1998 TER) WHO 2005 TEFs

(TEF = Toxic Equivalency Factor)

Polychlorinated dibenzodioxins					
Congener	Concentration (mg/kg) WHO 2005 TEFs 2,3,7,8-TCDD Equivale				
2,3,7,8-TCDD	0.00000021	1	0.00000021		
1,2,3,7,8-PeCDD		1	0.00		
1,2,3,4,7,8-HxCDD		0.1	0.00		
1,2,3,6,7,8-HxCDD		0.1	0.00		
1,2,3,7,8,9-HxCDD		0.1	0.00		
1,2,3,4,6,7,8-HpCDD	0.000000155	0.01	0.00000000155		
OCDD		0.0003	0.00		
	0.00000021155				

Polychlorinated dibenzofurans					
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents		
2,3,7,8-TCDF		0.1	0.00		
1,2,3,7,8-PeCDF		0.03	0.00		
2,3,4,7,8-PeCDF		0.3	0.00		
1,2,3,4,7,8-HxCDF		0.1	0.00		
1,2,3,6,7,8-HxCDF		0.1	0.00		
1,2,3,7,8,9-HxCDF		0.1	0.00		
2,3,4,6,7,8-HxCDF		0.1	0.00		
1,2,3,4,6,7,8-HpCDF		0.01	0.00		
1,2,3,4,7,8,9-HpCDF		0.01	0.00		
OCDF		0.0003	0.00		
DE Residential = 7.0e-06 mg/kg; DE Industrial = 3.0e-05 mg/kg Total Furan Equivalents = 0.00					

Total TEQs; Dioxins + Furans = 0.000000021155

The concentration shown does not exceed the Residential Direct Exposure SCTL of 7.0e-06 mg/kg.

	Dioxin/Furan Conversion Table			
	For Direct Exposure Soil Cleanup Target Levels			
Site Name:	AHS West Palm Beach Property			
Location: Facility ID No.:	West Palm Beach			
Soil Sample No. Sample Date	DPT-1(4-6) 12/02/2020			
Location: Depth (ft):				

- 1. If quantified with certainty or estimated and has the "J" qualifier enter the reported value;
- If not detected at the MDL (the concentration reported is the MDL followed by the "U" qualifier) enter 1/2 of the reported value;
- 3. If detected at a concentration lower than the MDL and the concentration is estimated (has the "T" qualifier) enter the estimated value;
- 4. If detected at a concentration equal to or higher than the MDL but lower than the Practical Quantitation Limit (PQL) and the concentration is estimated (has the "I" qualifier) enter the estimated value;
- 5. If detected at a concentration equal to or higher than the MDL but lower than the PQL and it is not estimated (the concentration reported is the PQL followed by the "M" qualifier) enter 1/2 of the reported value;
- 6. If estimated and reported with an "EMPC" (Estimated Maximum Possible Concentration) qualifier enter the estimated value;
- 7. If reported with an "EDL" (Estimated Detection Limit) qualifier enter 1/2 of the reported value (data is treated the same as "U" qualified data).
- 8. If the report only includes total concentrations for dioxin or furan congeners with the same degree of chlorination. These data cannot be used to estimate a 2,3,7,8-TCDD equivalent concentration. Please contact the Bureau of Waste Cleanup for guidance on handling such data.
- Note: If dioxins are detected but no furans, then the furans TEQs can be assumed to be zero. Similarly, if furans are detected but no dioxins, then dioxin TEQs can be assumed to be zero.

Summary Criteria for Table Entries				
Detection Concentration Reported Data Qualifier Enter				
Quantified with certainty		None	reported value	
Estimated		J	reported (estimated) value	
ND at MDL	MDL	U	1/2 reported value	
≤ MDL	Estimated	Т	reported (estimated) value	
≥ MDL but < PQL	Estimated	I	reported (estimated) value	
≥ MDL but < PQL	Not estimated	Μ	1/2 reported value	
Estimated	Estimated	EMPC	reported (estimated) value	
Reported	EDL	EDL	1/2 reported value	

(TEF = Toxic Equivalency Factor)

Polychlorinated dibenzodioxins				
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents	
2,3,7,8-TCDD	0.000000285	1	0.000000285	
1,2,3,7,8-PeCDD		1	0.00	
1,2,3,4,7,8-HxCDD		0.1	0.00	
1,2,3,6,7,8-HxCDD		0.1	0.00	
1,2,3,7,8,9-HxCDD		0.1	0.00	
1,2,3,4,6,7,8-HpCDD	0.00000044	0.01	0.0000000044	
OCDD		0.0003	0.00	
Total Dioxin Equivalents = 0.00000028				

Polychlorinated dibenzofurans					
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents		
2,3,7,8-TCDF		0.1	0.00		
1,2,3,7,8-PeCDF		0.03	0.00		
2,3,4,7,8-PeCDF		0.3	0.00		
1,2,3,4,7,8-HxCDF		0.1	0.00		
1,2,3,6,7,8-HxCDF		0.1	0.00		
1,2,3,7,8,9-HxCDF		0.1	0.00		
2,3,4,6,7,8-HxCDF		0.1	0.00		
1,2,3,4,6,7,8-HpCDF		0.01	0.00		
1,2,3,4,7,8,9-HpCDF		0.01	0.00		
OCDF		0.0003	0.00		
DE Residential = 7.0e-06 mg/kg; DE Industrial = 3.0e-05 mg/kg Total Furan Equivalents = 0.00					

Total TEQs; Dioxins + Furans = 0.0000002894

The concentration shown does not exceed the Residential Direct Exposure SCTL of 7.0e-06 mg/kg.

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- 1. If quantified with certainty or estimated and has the "J" qualifier enter the reported value;
- If not detected at the MDL (the concentration reported is the MDL followed by the "U" qualifier) enter 1/2 of the reported value;
- 3. If detected at a concentration lower than the MDL and the concentration is estimated (has the "T" qualifier) enter the estimated value;
- 4. If detected at a concentration equal to or higher than the MDL but lower than the Practical Quantitation Limit (PQL) and the concentration is estimated (has the "I" qualifier) enter the estimated value;
- 5. If detected at a concentration equal to or higher than the MDL but lower than the PQL and it is not estimated (the concentration reported is the PQL followed by the "M" qualifier) enter 1/2 of the reported value;
- 6. If estimated and reported with an "EMPC" (Estimated Maximum Possible Concentration) qualifier enter the estimated value;
- 7. If reported with an "EDL" (Estimated Detection Limit) qualifier enter 1/2 of the reported value (data is treated the same as "U" qualified data).
- 8. If the report only includes total concentrations for dioxin or furan congeners with the same degree of chlorination. These data cannot be used to estimate a 2,3,7,8-TCDD equivalent concentration. Please contact the Bureau of Waste Cleanup for guidance on handling such data.
- Note: If dioxins are detected but no furans, then the furans TEQs can be assumed to be zero. Similarly, if furans are detected but no dioxins, then dioxin TEQs can be assumed to be zero.

Summary Criteria for Table Entries			
Detection Concentration Reported Data Qualifier Enter			
Quantified with certainty		None	reported value
Estimated		J	reported (estimated) value
ND at MDL	MDL	U	1/2 reported value
≤ MDL	Estimated	Т	reported (estimated) value
≥ MDL but < PQL	Estimated	I	reported (estimated) value
≥ MDL but < PQL	Not estimated	Μ	1/2 reported value
Estimated	Estimated	EMPC	reported (estimated) value
Reported	EDL	EDL	1/2 reported value

(TEF = Toxic Equivalency Factor)

Polychlorinated dibenzodioxins				
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents	
2,3,7,8-TCDD	0.000000395	1	0.000000395	
1,2,3,7,8-PeCDD		1	0.00	
1,2,3,4,7,8-HxCDD		0.1	0.00	
1,2,3,6,7,8-HxCDD		0.1	0.00	
1,2,3,7,8,9-HxCDD		0.1	0.00	
1,2,3,4,6,7,8-HpCDD	0.000000245	0.01	0.00000000245	
OCDD		0.0003	0.00	
		Total Dioxin Equivalents =	0.00000039745	

Polychlorinated dibenzofurans					
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents		
2,3,7,8-TCDF		0.1	0.00		
1,2,3,7,8-PeCDF		0.03	0.00		
2,3,4,7,8-PeCDF		0.3	0.00		
1,2,3,4,7,8-HxCDF		0.1	0.00		
1,2,3,6,7,8-HxCDF		0.1	0.00		
1,2,3,7,8,9-HxCDF		0.1	0.00		
2,3,4,6,7,8-HxCDF		0.1	0.00		
1,2,3,4,6,7,8-HpCDF		0.01	0.00		
1,2,3,4,7,8,9-HpCDF		0.01	0.00		
OCDF		0.0003	0.00		
DE Residential = 7.0e-06 mg/kg; DE Industrial = 3.0e-05 mg/kg Total Furan Equivalents = 0.00					

Total TEQs; Dioxins + Furans =

0.00000039745

The concentration shown does not exceed the Residential Direct Exposure SCTL of 7.0e-06 mg/kg.

Dioxin/Furan Conversion Table		
Cleanup Target Levels		
AHS West Palm Beach Property		
Beach		

- 1. If quantified with certainty or estimated and has the "J" qualifier enter the reported value;
- If not detected at the MDL (the concentration reported is the MDL followed by the "U" qualifier) enter 1/2 of the reported value;
- 3. If detected at a concentration lower than the MDL and the concentration is estimated (has the "T" qualifier) enter the estimated value;
- 4. If detected at a concentration equal to or higher than the MDL but lower than the Practical Quantitation Limit (PQL) and the concentration is estimated (has the "I" qualifier) enter the estimated value;
- 5. If detected at a concentration equal to or higher than the MDL but lower than the PQL and it is not estimated (the concentration reported is the PQL followed by the "M" qualifier) enter 1/2 of the reported value;
- 6. If estimated and reported with an "EMPC" (Estimated Maximum Possible Concentration) qualifier enter the estimated value;
- 7. If reported with an "EDL" (Estimated Detection Limit) qualifier enter 1/2 of the reported value (data is treated the same as "U" qualified data).
- 8. If the report only includes total concentrations for dioxin or furan congeners with the same degree of chlorination. These data cannot be used to estimate a 2,3,7,8-TCDD equivalent concentration. Please contact the Bureau of Waste Cleanup for guidance on handling such data.
- Note: If dioxins are detected but no furans, then the furans TEQs can be assumed to be zero. Similarly, if furans are detected but no dioxins, then dioxin TEQs can be assumed to be zero.

Summary Criteria for Table Entries			
Detection Concentration Reported Data Qualifier Enter			
Quantified with certainty		None	reported value
Estimated		J	reported (estimated) value
ND at MDL	MDL	U	1/2 reported value
≤ MDL	Estimated	Т	reported (estimated) value
≥ MDL but < PQL	Estimated	I	reported (estimated) value
≥ MDL but < PQL	Not estimated	Μ	1/2 reported value
Estimated	Estimated	EMPC	reported (estimated) value
Reported	EDL	EDL	1/2 reported value

(TEF = Toxic Equivalency Factor)

Polychlorinated dibenzodioxins				
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents	
2,3,7,8-TCDD	0.000000355	1	0.000000355	
1,2,3,7,8-PeCDD		1	0.00	
1,2,3,4,7,8-HxCDD		0.1	0.00	
1,2,3,6,7,8-HxCDD		0.1	0.00	
1,2,3,7,8,9-HxCDD		0.1	0.00	
1,2,3,4,6,7,8-HpCDD	0.000000235	0.01	0.00000000235	
OCDD		0.0003	0.00	
Total Dioxin Equivalents = 0.00000035735				

Polychlorinated dibenzofurans					
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents		
2,3,7,8-TCDF		0.1	0.00		
1,2,3,7,8-PeCDF		0.03	0.00		
2,3,4,7,8-PeCDF		0.3	0.00		
1,2,3,4,7,8-HxCDF		0.1	0.00		
1,2,3,6,7,8-HxCDF		0.1	0.00		
1,2,3,7,8,9-HxCDF		0.1	0.00		
2,3,4,6,7,8-HxCDF		0.1	0.00		
1,2,3,4,6,7,8-HpCDF		0.01	0.00		
1,2,3,4,7,8,9-HpCDF		0.01	0.00		
OCDF		0.0003	0.00		
DE Residential = 7.0e-06 mg/kg; DE Industrial = 3.0e-05 mg/kg Total Furan Equivalents = 0.00					

Total TEQs; Dioxins + Furans = 0.00000035735

The concentration shown does not exceed the Residential Direct Exposure SCTL of 7.0e-06 mg/kg.

Dioxin/Furan Conversion Table		
For Direct Exposure Soil Cleanup Target Levels		
AHS West Palm Beach Property		
West Palm Beach		
DPT-2(2-4)		
12/02/2020		

- 1. If quantified with certainty or estimated and has the "J" qualifier enter the reported value;
- If not detected at the MDL (the concentration reported is the MDL followed by the "U" qualifier) enter 1/2 of the reported value;
- 3. If detected at a concentration lower than the MDL and the concentration is estimated (has the "T" qualifier) enter the estimated value;
- 4. If detected at a concentration equal to or higher than the MDL but lower than the Practical Quantitation Limit (PQL) and the concentration is estimated (has the "I" qualifier) enter the estimated value;
- 5. If detected at a concentration equal to or higher than the MDL but lower than the PQL and it is not estimated (the concentration reported is the PQL followed by the "M" qualifier) enter 1/2 of the reported value;
- 6. If estimated and reported with an "EMPC" (Estimated Maximum Possible Concentration) qualifier enter the estimated value;
- 7. If reported with an "EDL" (Estimated Detection Limit) qualifier enter 1/2 of the reported value (data is treated the same as "U" qualified data).
- 8. If the report only includes total concentrations for dioxin or furan congeners with the same degree of chlorination. These data cannot be used to estimate a 2,3,7,8-TCDD equivalent concentration. Please contact the Bureau of Waste Cleanup for guidance on handling such data.
- Note: If dioxins are detected but no furans, then the furans TEQs can be assumed to be zero. Similarly, if furans are detected but no dioxins, then dioxin TEQs can be assumed to be zero.

Summary Criteria for Table Entries			
Detection Concentration Reported Data Qualifier Enter			
Quantified with certainty		None	reported value
Estimated		J	reported (estimated) value
ND at MDL	MDL	U	1/2 reported value
≤ MDL	Estimated	Т	reported (estimated) value
≥ MDL but < PQL	Estimated	I	reported (estimated) value
≥ MDL but < PQL	Not estimated	Μ	1/2 reported value
Estimated	Estimated	EMPC	reported (estimated) value
Reported	EDL	EDL	1/2 reported value

(TEF = Toxic Equivalency Factor)

Polychlorinated dibenzodioxins				
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents	
2,3,7,8-TCDD	0.000000445	1	0.000000445	
1,2,3,7,8-PeCDD		1	0.00	
1,2,3,4,7,8-HxCDD		0.1	0.00	
1,2,3,6,7,8-HxCDD		0.1	0.00	
1,2,3,7,8,9-HxCDD		0.1	0.00	
1,2,3,4,6,7,8-HpCDD	0.00000019	0.01	0.0000000019	
OCDD		0.0003	0.00	
Total Dioxin Equivalents = 0.0000004469				

	Polychlorinated dibenzofurans			
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents	
2,3,7,8-TCDF		0.1	0.00	
1,2,3,7,8-PeCDF		0.03	0.00	
2,3,4,7,8-PeCDF		0.3	0.00	
1,2,3,4,7,8-HxCDF		0.1	0.00	
1,2,3,6,7,8-HxCDF		0.1	0.00	
1,2,3,7,8,9-HxCDF		0.1	0.00	
2,3,4,6,7,8-HxCDF		0.1	0.00	
1,2,3,4,6,7,8-HpCDF		0.01	0.00	
1,2,3,4,7,8,9-HpCDF		0.01	0.00	
OCDF		0.0003	0.00	
DE Residential = 7.0e-06 mg/kg; DE I	ndustrial = 3.0e-05 mg/kg	Total Furan Equivalents =	0.00	

Total TEQs; Dioxins + Furans = 0.0000004469

The concentration shown does not exceed the Residential Direct Exposure SCTL of 7.0e-06 mg/kg.

	Dioxin/Furan Conversion Table
	For Direct Exposure Soil Cleanup Target Levels
Site Name: Location:	AHS West Palm Beach Property West Palm Beach
Facility ID No.:	
Soil Sample No.	DPT-2(4-6)
Sample Date Location: Depth (ft):	12/02/2020

- 1. If quantified with certainty or estimated and has the "J" qualifier enter the reported value;
- If not detected at the MDL (the concentration reported is the MDL followed by the "U" qualifier) enter 1/2 of the reported value;
- 3. If detected at a concentration lower than the MDL and the concentration is estimated (has the "T" qualifier) enter the estimated value;
- 4. If detected at a concentration equal to or higher than the MDL but lower than the Practical Quantitation Limit (PQL) and the concentration is estimated (has the "I" qualifier) enter the estimated value;
- 5. If detected at a concentration equal to or higher than the MDL but lower than the PQL and it is not estimated (the concentration reported is the PQL followed by the "M" qualifier) enter 1/2 of the reported value;
- 6. If estimated and reported with an "EMPC" (Estimated Maximum Possible Concentration) qualifier enter the estimated value;
- 7. If reported with an "EDL" (Estimated Detection Limit) qualifier enter 1/2 of the reported value (data is treated the same as "U" qualified data).
- 8. If the report only includes total concentrations for dioxin or furan congeners with the same degree of chlorination. These data cannot be used to estimate a 2,3,7,8-TCDD equivalent concentration. Please contact the Bureau of Waste Cleanup for guidance on handling such data.
- Note: If dioxins are detected but no furans, then the furans TEQs can be assumed to be zero. Similarly, if furans are detected but no dioxins, then dioxin TEQs can be assumed to be zero.

Summary Criteria for Table Entries				
Detection Concentration Reported Data Qualifier Enter		Enter		
Quantified with certainty		None	reported value	
Estimated		J	reported (estimated) value	
ND at MDL	MDL	U	1/2 reported value	
≤ MDL	Estimated	Т	reported (estimated) value	
≥ MDL but < PQL	Estimated	I	reported (estimated) value	
≥ MDL but < PQL	Not estimated	Μ	1/2 reported value	
Estimated	Estimated	EMPC	reported (estimated) value	
Reported	EDL	EDL	1/2 reported value	

(TEF = Toxic Equivalency Factor)

Polychlorinated dibenzodioxins			
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents
2,3,7,8-TCDD	0.000000365	1	0.000000365
1,2,3,7,8-PeCDD		1	0.00
1,2,3,4,7,8-HxCDD		0.1	0.00
1,2,3,6,7,8-HxCDD		0.1	0.00
1,2,3,7,8,9-HxCDD		0.1	0.00
1,2,3,4,6,7,8-HpCDD	0.00000025	0.01	0.0000000025
OCDD		0.0003	0.00
Total Dioxin Equivalents = 0.0000003675			

Polychlorinated dibenzofurans			
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents
2,3,7,8-TCDF		0.1	0.00
1,2,3,7,8-PeCDF		0.03	0.00
2,3,4,7,8-PeCDF		0.3	0.00
1,2,3,4,7,8-HxCDF		0.1	0.00
1,2,3,6,7,8-HxCDF		0.1	0.00
1,2,3,7,8,9-HxCDF		0.1	0.00
2,3,4,6,7,8-HxCDF		0.1	0.00
1,2,3,4,6,7,8-HpCDF		0.01	0.00
1,2,3,4,7,8,9-HpCDF		0.01	0.00
OCDF		0.0003	0.00
DE Residential = 7.0e-06 mg/kg; DE I	ndustrial = 3.0e-05 mg/kg	Total Furan Equivalents =	0.00

Total TEQs; Dioxins + Furans = 0.0000003675

The concentration shown does not exceed the Residential Direct Exposure SCTL of 7.0e-06 mg/kg.

	Dioxin/Furan Conversion Table
	For Direct Exposure Soil Cleanup Target Levels
Site Name: Location: Facility ID No.:	AHS West Palm Beach Property West Palm Beach
Soil Sample No. Sample Date Location: Depth (ft):	DPT-3(0-0.5) 12/02/2020

- 1. If quantified with certainty or estimated and has the "J" qualifier enter the reported value;
- 2. If not detected at the MDL (the concentration reported is the MDL followed by the "U" qualifier) enter 1/2 of the reported value;
- 3. If detected at a concentration lower than the MDL and the concentration is estimated (has the "T" qualifier) enter the estimated value;
- 4. If detected at a concentration equal to or higher than the MDL but lower than the Practical Quantitation Limit (PQL) and the concentration is estimated (has the "I" qualifier) enter the estimated value;
- 5. If detected at a concentration equal to or higher than the MDL but lower than the PQL and it is not estimated (the concentration reported is the PQL followed by the "M" qualifier) enter 1/2 of the reported value;
- 6. If estimated and reported with an "EMPC" (Estimated Maximum Possible Concentration) qualifier enter the estimated value;
- 7. If reported with an "EDL" (Estimated Detection Limit) qualifier enter 1/2 of the reported value (data is treated the same as "U" qualified data).
- 8. If the report only includes total concentrations for dioxin or furan congeners with the same degree of chlorination. These data cannot be used to estimate a 2,3,7,8-TCDD equivalent concentration. Please contact the Bureau of Waste Cleanup for guidance on handling such data.
- Note: If dioxins are detected but no furans, then the furans TEQs can be assumed to be zero. Similarly, if furans are detected but no dioxins, then dioxin TEQs can be assumed to be zero.

Summary Criteria for Table Entries				
Detection Concentration Reported Data Qualifier Enter			Enter	
Quantified with certainty		None	reported value	
Estimated		J	reported (estimated) value	
ND at MDL	MDL	U	1/2 reported value	
≤ MDL	Estimated	Т	reported (estimated) value	
≥ MDL but < PQL	Estimated	I	reported (estimated) value	
≥ MDL but < PQL	Not estimated	М	1/2 reported value	
Estimated	Estimated	EMPC	reported (estimated) value	
Reported	EDL	EDL	1/2 reported value	

(TEF = Toxic Equivalency Factor)

Polychlorinated dibenzodioxins				
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents	
2,3,7,8-TCDD	0.000068	1	0.000068	
1,2,3,7,8-PeCDD	0.000028	1	0.000028	
1,2,3,4,7,8-HxCDD	0.00001	0.1	0.000001	
1,2,3,6,7,8-HxCDD	0.00025	0.1	0.000025	
1,2,3,7,8,9-HxCDD	0.000041	0.1	0.0000041	
1,2,3,4,6,7,8-HpCDD	0.0088	0.01	0.000088	
OCDD	0.10	0.0003	0.00003	
	Total Dioxin Equivalents = 0.0001577			

Total	DIOXIN	Equiva	ients	
				-

	Polychlorinated dibenzofurans			
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents	
2,3,7,8-TCDF	0.000028	0.1	0.0000028	
1,2,3,7,8-PeCDF	0.000009	0.03	0.00000027	
2,3,4,7,8-PeCDF	0.0000095	0.3	0.00000285	
1,2,3,4,7,8-HxCDF	0.00014	0.1	0.000014	
1,2,3,6,7,8-HxCDF	0.000052	0.1	0.000052	
1,2,3,7,8,9-HxCDF	0.000007	0.1	0.000007	
2,3,4,6,7,8-HxCDF	0.000056	0.1	0.000056	
1,2,3,4,6,7,8-HpCDF	0.0063	0.01	0.000063	
1,2,3,4,7,8,9-HpCDF	0.0000265	0.01	0.00000265	
OCDF	0.015	0.0003	0.0000045	
DE Residential = 7.0e-06 mg/kg; DE I	DE Residential = 7.0e-06 mg/kg; DE Industrial = 3.0e-05 mg/kg Total Furan Equivalents = 0.000093857			

Total TEQs; Dioxins + Furans =

0.000251557

The concentration shown EXCEEDS the Residential Direct Exposure SCTL of 7.0e-06 mg/kg.

The concentration shown EXCEEDS the Industrial Direct Exposure SCTL of 3.0e-05 mg/kg.

	Dioxin/Furan Conversion Table		
	For Direct Exposure Soil Cleanup Target Levels		
Site Name:	AHS West Palm Beach Property		
Location:	West Palm Beach		
Facility ID No.:			
Soil Sample No.	DPT-3(0.5-2)		
Sample Date	12/02/2020		
Location:			
Depth (ft):			

- 1. If quantified with certainty or estimated and has the "J" qualifier enter the reported value;
- If not detected at the MDL (the concentration reported is the MDL followed by the "U" qualifier) enter 1/2 of the reported value;
- 3. If detected at a concentration lower than the MDL and the concentration is estimated (has the "T" qualifier) enter the estimated value;
- 4. If detected at a concentration equal to or higher than the MDL but lower than the Practical Quantitation Limit (PQL) and the concentration is estimated (has the "I" qualifier) enter the estimated value;
- 5. If detected at a concentration equal to or higher than the MDL but lower than the PQL and it is not estimated (the concentration reported is the PQL followed by the "M" qualifier) enter 1/2 of the reported value;
- 6. If estimated and reported with an "EMPC" (Estimated Maximum Possible Concentration) qualifier enter the estimated value;
- 7. If reported with an "EDL" (Estimated Detection Limit) qualifier enter 1/2 of the reported value (data is treated the same as "U" qualified data).
- 8. If the report only includes total concentrations for dioxin or furan congeners with the same degree of chlorination. These data cannot be used to estimate a 2,3,7,8-TCDD equivalent concentration. Please contact the Bureau of Waste Cleanup for guidance on handling such data.
- Note: If dioxins are detected but no furans, then the furans TEQs can be assumed to be zero. Similarly, if furans are detected but no dioxins, then dioxin TEQs can be assumed to be zero.

Summary Criteria for Table Entries				
Detection Concentration Reported Data Qualifier Enter		Enter		
Quantified with certainty		None	reported value	
Estimated		J	reported (estimated) value	
ND at MDL	MDL	U	1/2 reported value	
≤ MDL	Estimated	Т	reported (estimated) value	
≥ MDL but < PQL	Estimated	I	reported (estimated) value	
≥ MDL but < PQL	Not estimated	Μ	1/2 reported value	
Estimated	Estimated	EMPC	reported (estimated) value	
Reported	EDL	EDL	1/2 reported value	

(TEF = Toxic Equivalency Factor)

Polychlorinated dibenzodioxins			
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents
2,3,7,8-TCDD	0.00002	1	0.000002
1,2,3,7,8-PeCDD		1	0.00
1,2,3,4,7,8-HxCDD		0.1	0.00
1,2,3,6,7,8-HxCDD		0.1	0.00
1,2,3,7,8,9-HxCDD		0.1	0.00
1,2,3,4,6,7,8-HpCDD	0.000051	0.01	0.00000051
OCDD		0.0003	0.00
		Total Dioxin Equivalents =	0.00002051

	Polychlorinated dibenzofurans				
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents		
2,3,7,8-TCDF		0.1	0.00		
1,2,3,7,8-PeCDF		0.03	0.00		
2,3,4,7,8-PeCDF		0.3	0.00		
1,2,3,4,7,8-HxCDF		0.1	0.00		
1,2,3,6,7,8-HxCDF		0.1	0.00		
1,2,3,7,8,9-HxCDF		0.1	0.00		
2,3,4,6,7,8-HxCDF		0.1	0.00		
1,2,3,4,6,7,8-HpCDF		0.01	0.00		
1,2,3,4,7,8,9-HpCDF		0.01	0.00		
OCDF		0.0003	0.00		
DE Residential = 7.0e-06 mg/kg; DE Industrial = 3.0e-05 mg/kg Total Furan Equivalents = 0.00					

0.000002051

The concentration shown does not exceed the Residential Direct Exposure SCTL of 7.0e-06 mg/kg.

Total TEQs; Dioxins + Furans =

Dioxin/Furan Conversion Table			
For Direct Exposure Soil Cleanup Target Levels			
AHS West Palm Beach Property			
West Palm Beach			
DPT-3(2-4)			
12/02/2020			
	AHS West Palm Beach Property West Palm Beach DPT-3(2-4)		

- 1. If quantified with certainty or estimated and has the "J" qualifier enter the reported value;
- If not detected at the MDL (the concentration reported is the MDL followed by the "U" qualifier) enter 1/2 of the reported value;
- 3. If detected at a concentration lower than the MDL and the concentration is estimated (has the "T" qualifier) enter the estimated value;
- 4. If detected at a concentration equal to or higher than the MDL but lower than the Practical Quantitation Limit (PQL) and the concentration is estimated (has the "I" qualifier) enter the estimated value;
- 5. If detected at a concentration equal to or higher than the MDL but lower than the PQL and it is not estimated (the concentration reported is the PQL followed by the "M" qualifier) enter 1/2 of the reported value;
- 6. If estimated and reported with an "EMPC" (Estimated Maximum Possible Concentration) qualifier enter the estimated value;
- 7. If reported with an "EDL" (Estimated Detection Limit) qualifier enter 1/2 of the reported value (data is treated the same as "U" qualified data).
- 8. If the report only includes total concentrations for dioxin or furan congeners with the same degree of chlorination. These data cannot be used to estimate a 2,3,7,8-TCDD equivalent concentration. Please contact the Bureau of Waste Cleanup for guidance on handling such data.
- Note: If dioxins are detected but no furans, then the furans TEQs can be assumed to be zero. Similarly, if furans are detected but no dioxins, then dioxin TEQs can be assumed to be zero.

Summary Criteria for Table Entries			
Detection	<b>Concentration Reported</b>	Data Qualifier	Enter
Quantified with certainty		None	reported value
Estimated		J	reported (estimated) value
ND at MDL	MDL	U	1/2 reported value
≤ MDL	Estimated	Т	reported (estimated) value
≥ MDL but < PQL	Estimated	I	reported (estimated) value
≥ MDL but < PQL	Not estimated	Μ	1/2 reported value
Estimated	Estimated	EMPC	reported (estimated) value
Reported	EDL	EDL	1/2 reported value

(TEF = Toxic Equivalency Factor)

Polychlorinated dibenzodioxins			
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents
2,3,7,8-TCDD	0.00000065	1	0.00000065
1,2,3,7,8-PeCDD		1	0.00
1,2,3,4,7,8-HxCDD		0.1	0.00
1,2,3,6,7,8-HxCDD		0.1	0.00
1,2,3,7,8,9-HxCDD		0.1	0.00
1,2,3,4,6,7,8-HpCDD	0.0000099	0.01	0.000000099
OCDD		0.0003	0.00
		Total Dioxin Equivalents =	0.000000749

	Polychlorinated dibenzofurans				
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents		
2,3,7,8-TCDF		0.1	0.00		
1,2,3,7,8-PeCDF		0.03	0.00		
2,3,4,7,8-PeCDF		0.3	0.00		
1,2,3,4,7,8-HxCDF		0.1	0.00		
1,2,3,6,7,8-HxCDF		0.1	0.00		
1,2,3,7,8,9-HxCDF		0.1	0.00		
2,3,4,6,7,8-HxCDF		0.1	0.00		
1,2,3,4,6,7,8-HpCDF		0.01	0.00		
1,2,3,4,7,8,9-HpCDF		0.01	0.00		
OCDF		0.0003	0.00		
DE Residential = 7.0e-06 mg/kg; DE I	DE Residential = 7.0e-06 mg/kg; DE Industrial = 3.0e-05 mg/kg Total Furan Equivalents = 0.00				

Total TEQs; Dioxins + Furans =

0.000000749

The concentration shown does not exceed the Residential Direct Exposure SCTL of 7.0e-06 mg/kg.

	Dioxin/Furan Conversion Table		
	For Direct Exposure Soil Cleanup Target Levels		
Site Name:	AHS West Palm Beach Property		
Location:	West Palm Beach		
Facility ID No.:			
Soil Sample No.	DPT-3(4-6)		
Sample Date	12/02/2020		
Location:			
Depth (ft):			

- 1. If quantified with certainty or estimated and has the "J" qualifier enter the reported value;
- If not detected at the MDL (the concentration reported is the MDL followed by the "U" qualifier) enter 1/2 of the reported value;
- 3. If detected at a concentration lower than the MDL and the concentration is estimated (has the "T" qualifier) enter the estimated value;
- 4. If detected at a concentration equal to or higher than the MDL but lower than the Practical Quantitation Limit (PQL) and the concentration is estimated (has the "I" qualifier) enter the estimated value;
- 5. If detected at a concentration equal to or higher than the MDL but lower than the PQL and it is not estimated (the concentration reported is the PQL followed by the "M" qualifier) enter 1/2 of the reported value;
- 6. If estimated and reported with an "EMPC" (Estimated Maximum Possible Concentration) qualifier enter the estimated value;
- 7. If reported with an "EDL" (Estimated Detection Limit) qualifier enter 1/2 of the reported value (data is treated the same as "U" qualified data).
- 8. If the report only includes total concentrations for dioxin or furan congeners with the same degree of chlorination. These data cannot be used to estimate a 2,3,7,8-TCDD equivalent concentration. Please contact the Bureau of Waste Cleanup for guidance on handling such data.
- Note: If dioxins are detected but no furans, then the furans TEQs can be assumed to be zero. Similarly, if furans are detected but no dioxins, then dioxin TEQs can be assumed to be zero.

Summary Criteria for Table Entries			
Detection	<b>Concentration Reported</b>	Data Qualifier	Enter
Quantified with certainty		None	reported value
Estimated		J	reported (estimated) value
ND at MDL	MDL	U	1/2 reported value
≤ MDL	Estimated	Т	reported (estimated) value
≥ MDL but < PQL	Estimated	I	reported (estimated) value
≥ MDL but < PQL	Not estimated	Μ	1/2 reported value
Estimated	Estimated	EMPC	reported (estimated) value
Reported	EDL	EDL	1/2 reported value

(TEF = Toxic Equivalency Factor)

Polychlorinated dibenzodioxins			
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents
2,3,7,8-TCDD	0.000000365	1	0.000000365
1,2,3,7,8-PeCDD		1	0.00
1,2,3,4,7,8-HxCDD		0.1	0.00
1,2,3,6,7,8-HxCDD		0.1	0.00
1,2,3,7,8,9-HxCDD		0.1	0.00
1,2,3,4,6,7,8-HpCDD	0.000000325	0.01	0.00000000325
OCDD		0.0003	0.00
		Total Dioxin Equivalents =	0.00000036825

	Polychlorinated dibenzofurans				
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents		
2,3,7,8-TCDF		0.1	0.00		
1,2,3,7,8-PeCDF		0.03	0.00		
2,3,4,7,8-PeCDF		0.3	0.00		
1,2,3,4,7,8-HxCDF		0.1	0.00		
1,2,3,6,7,8-HxCDF		0.1	0.00		
1,2,3,7,8,9-HxCDF		0.1	0.00		
2,3,4,6,7,8-HxCDF		0.1	0.00		
1,2,3,4,6,7,8-HpCDF		0.01	0.00		
1,2,3,4,7,8,9-HpCDF		0.01	0.00		
OCDF		0.0003	0.00		
DE Residential = 7.0e-06 mg/kg; DE I	DE Residential = 7.0e-06 mg/kg; DE Industrial = 3.0e-05 mg/kg Total Furan Equivalents = 0.00				

Total TEQs; Dioxins + Furans = 0.00000036825

The concentration shown does not exceed the Residential Direct Exposure SCTL of 7.0e-06 mg/kg.

	Dioxin/Furan Conversion Table	
	For Direct Exposure Soil Cleanup Target Levels	
Site Name: Location:	AHS West Palm Beach Property West Palm Beach	
Facility ID No.: Soil Sample No.	 DPT-4(0-0.5)	
Sample Date Location: Depth (ft):	12/02/2020	

- 1. If quantified with certainty or estimated and has the "J" qualifier enter the reported value;
- If not detected at the MDL (the concentration reported is the MDL followed by the "U" qualifier) enter 1/2 of the reported value;
- 3. If detected at a concentration lower than the MDL and the concentration is estimated (has the "T" qualifier) enter the estimated value;
- 4. If detected at a concentration equal to or higher than the MDL but lower than the Practical Quantitation Limit (PQL) and the concentration is estimated (has the "I" qualifier) enter the estimated value;
- 5. If detected at a concentration equal to or higher than the MDL but lower than the PQL and it is not estimated (the concentration reported is the PQL followed by the "M" qualifier) enter 1/2 of the reported value;
- 6. If estimated and reported with an "EMPC" (Estimated Maximum Possible Concentration) qualifier enter the estimated value;
- 7. If reported with an "EDL" (Estimated Detection Limit) qualifier enter 1/2 of the reported value (data is treated the same as "U" qualified data).
- 8. If the report only includes total concentrations for dioxin or furan congeners with the same degree of chlorination. These data cannot be used to estimate a 2,3,7,8-TCDD equivalent concentration. Please contact the Bureau of Waste Cleanup for guidance on handling such data.
- Note: If dioxins are detected but no furans, then the furans TEQs can be assumed to be zero. Similarly, if furans are detected but no dioxins, then dioxin TEQs can be assumed to be zero.

Summary Criteria for Table Entries			
Detection	<b>Concentration Reported</b>	Data Qualifier	Enter
Quantified with certainty		None	reported value
Estimated		J	reported (estimated) value
ND at MDL	MDL	U	1/2 reported value
≤ MDL	Estimated	Т	reported (estimated) value
≥ MDL but < PQL	Estimated	I	reported (estimated) value
≥ MDL but < PQL	Not estimated	Μ	1/2 reported value
Estimated	Estimated	EMPC	reported (estimated) value
Reported	EDL	EDL	1/2 reported value

(TEF = Toxic Equivalency Factor)

Polychlorinated dibenzodioxins			
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents
2,3,7,8-TCDD	0.00000055	1	0.00000055
1,2,3,7,8-PeCDD		1	0.00
1,2,3,4,7,8-HxCDD		0.1	0.00
1,2,3,6,7,8-HxCDD		0.1	0.00
1,2,3,7,8,9-HxCDD		0.1	0.00
1,2,3,4,6,7,8-HpCDD	0.0000096	0.01	0.000000096
OCDD		0.0003	0.00
		Total Dioxin Equivalents =	0.000000646

Polychlorinated dibenzofurans			
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents
2,3,7,8-TCDF		0.1	0.00
1,2,3,7,8-PeCDF		0.03	0.00
2,3,4,7,8-PeCDF		0.3	0.00
1,2,3,4,7,8-HxCDF		0.1	0.00
1,2,3,6,7,8-HxCDF		0.1	0.00
1,2,3,7,8,9-HxCDF		0.1	0.00
2,3,4,6,7,8-HxCDF		0.1	0.00
1,2,3,4,6,7,8-HpCDF		0.01	0.00
1,2,3,4,7,8,9-HpCDF		0.01	0.00
OCDF		0.0003	0.00
DE Residential = 7.0e-06 mg/kg; DE Industrial = 3.0e-05 mg/kg Total Furan Equivalents = 0.00			0.00

Total TEQs; Dioxins + Furans =

0.000000646

The concentration shown does not exceed the Residential Direct Exposure SCTL of 7.0e-06 mg/kg.

	Dioxin/Furan Conversion Table		
	For Direct Exposure Soil Cleanup Target Levels		
Site Name:	AHS West Palm Beach Property		
Location:	West Palm Beach		
Facility ID No.:			
Soil Sample No.	DPT-4(0.5-2)		
Sample Date	12/02/2020		
Location:			
Depth (ft):			

- 1. If quantified with certainty or estimated and has the "J" qualifier enter the reported value;
- If not detected at the MDL (the concentration reported is the MDL followed by the "U" qualifier) enter 1/2 of the reported value;
- 3. If detected at a concentration lower than the MDL and the concentration is estimated (has the "T" qualifier) enter the estimated value;
- 4. If detected at a concentration equal to or higher than the MDL but lower than the Practical Quantitation Limit (PQL) and the concentration is estimated (has the "I" qualifier) enter the estimated value;
- 5. If detected at a concentration equal to or higher than the MDL but lower than the PQL and it is not estimated (the concentration reported is the PQL followed by the "M" qualifier) enter 1/2 of the reported value;
- 6. If estimated and reported with an "EMPC" (Estimated Maximum Possible Concentration) qualifier enter the estimated value;
- 7. If reported with an "EDL" (Estimated Detection Limit) qualifier enter 1/2 of the reported value (data is treated the same as "U" qualified data).
- 8. If the report only includes total concentrations for dioxin or furan congeners with the same degree of chlorination. These data cannot be used to estimate a 2,3,7,8-TCDD equivalent concentration. Please contact the Bureau of Waste Cleanup for guidance on handling such data.
- Note: If dioxins are detected but no furans, then the furans TEQs can be assumed to be zero. Similarly, if furans are detected but no dioxins, then dioxin TEQs can be assumed to be zero.

Summary Criteria for Table Entries			
Detection	<b>Concentration Reported</b>	Data Qualifier	Enter
Quantified with certainty		None	reported value
Estimated		J	reported (estimated) value
ND at MDL	MDL	U	1/2 reported value
≤ MDL	Estimated	Т	reported (estimated) value
≥ MDL but < PQL	Estimated	I	reported (estimated) value
≥ MDL but < PQL	Not estimated	Μ	1/2 reported value
Estimated	Estimated	EMPC	reported (estimated) value
Reported	EDL	EDL	1/2 reported value

## Calculate TEQs using: () WHO 1998 TER WHO 2005 TEFs

Polychlorinated dibenzodioxins Concentration (mg/kg) WHO 2005 TEFs 2,3,7,8-TCDD Equivalents Congener 2,3,7,8-TCDD 0.0000018 1 0.0000018 1 1,2,3,7,8-PeCDD 0.00000325 0.00000325 1,2,3,4,7,8-HxCDD 0.0000015 0.1 0.0000015 1,2,3,6,7,8-HxCDD 0.0000055 0.1 0.0000055 1,2,3,7,8,9-HxCDD 0.0000056 0.1 0.0000056 1,2,3,4,6,7,8-HpCDD 0.000089 0.01 0.0000089 0.00000153 OCDD 0.00051 0.0003 Total Dioxin Equivalents = 0.00002808

Total Dioxin Equivalents =

(TEF = Toxic Equivalency Factor)

Polychlorinated dibenzofurans			
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents
2,3,7,8-TCDF	0.0000043	0.1	0.0000043
1,2,3,7,8-PeCDF	0.0000027	0.03	0.000000081
2,3,4,7,8-PeCDF	0.0000018	0.3	0.0000054
1,2,3,4,7,8-HxCDF	0.0000045	0.1	0.0000045
1,2,3,6,7,8-HxCDF	0.0000024	0.1	0.0000024
1,2,3,7,8,9-HxCDF	0.0000025	0.1	0.00000025
2,3,4,6,7,8-HxCDF	0.000027	0.1	0.0000027
1,2,3,4,6,7,8-HpCDF	0.000018	0.01	0.0000018
1,2,3,4,7,8,9-HpCDF	0.0000089	0.01	0.000000089
OCDF	0.000023	0.0003	0.000000069
DE Residential = 7.0e-06 mg/kg; DE Industrial = 3.0e-05 mg/kg Total Furan Equivalents = 0.0000021589			0.0000021589

Total TEQs; Dioxins + Furans = 0.0000049669

The concentration shown does not exceed the Residential Direct Exposure SCTL of 7.0e-06 mg/kg.

	Dioxin/Furan Conversion Table		
	For Direct Exposure Soil Cleanup Target Levels		
Site Name:	AHS West Palm Beach Property		
Location: Facility ID No.:	West Palm Beach		
-			
Soil Sample No.	DPT-4(2-4)		
Sample Date	12/02/2020		
Location:			
Depth (ft):			

- 1. If quantified with certainty or estimated and has the "J" qualifier enter the reported value;
- If not detected at the MDL (the concentration reported is the MDL followed by the "U" qualifier) enter 1/2 of the reported value;
- 3. If detected at a concentration lower than the MDL and the concentration is estimated (has the "T" qualifier) enter the estimated value;
- 4. If detected at a concentration equal to or higher than the MDL but lower than the Practical Quantitation Limit (PQL) and the concentration is estimated (has the "I" qualifier) enter the estimated value;
- 5. If detected at a concentration equal to or higher than the MDL but lower than the PQL and it is not estimated (the concentration reported is the PQL followed by the "M" qualifier) enter 1/2 of the reported value;
- 6. If estimated and reported with an "EMPC" (Estimated Maximum Possible Concentration) qualifier enter the estimated value;
- 7. If reported with an "EDL" (Estimated Detection Limit) qualifier enter 1/2 of the reported value (data is treated the same as "U" qualified data).
- 8. If the report only includes total concentrations for dioxin or furan congeners with the same degree of chlorination. These data cannot be used to estimate a 2,3,7,8-TCDD equivalent concentration. Please contact the Bureau of Waste Cleanup for guidance on handling such data.
- Note: If dioxins are detected but no furans, then the furans TEQs can be assumed to be zero. Similarly, if furans are detected but no dioxins, then dioxin TEQs can be assumed to be zero.

Summary Criteria for Table Entries			
Detection	<b>Concentration Reported</b>	Data Qualifier	Enter
Quantified with certainty		None	reported value
Estimated		J	reported (estimated) value
ND at MDL	MDL	U	1/2 reported value
≤ MDL	Estimated	Т	reported (estimated) value
≥ MDL but < PQL	Estimated	I	reported (estimated) value
≥ MDL but < PQL	Not estimated	Μ	1/2 reported value
Estimated	Estimated	EMPC	reported (estimated) value
Reported	EDL	EDL	1/2 reported value

( ) WHO 1998 TER) WHO 2005 TEFs Calculate TEQs using:

(TEF = Toxic Equivalency Factor)

Polychlorinated dibenzodioxins										
Congener	Congener Concentration (mg/kg) WHO 2005 TEFs 2,3,7,8									
2,3,7,8-TCDD	0.000028	1	0.000028							
1,2,3,7,8-PeCDD	0.0000013	1	0.0000013							
1,2,3,4,7,8-HxCDD	0.0000015	0.1	0.0000015							
1,2,3,6,7,8-HxCDD	0.0000058	0.1	0.0000058							
1,2,3,7,8,9-HxCDD	0.0000054	0.1	0.0000054							
1,2,3,4,6,7,8-HpCDD	0.00014	0.01	0.0000014							
OCDD										
		Total Dioxin Equivalents =	0.00007049							

Polychlorinated dibenzofurans											
Congener	Concentration (mg/kg)	WHO 2005 TEFs	2,3,7,8-TCDD Equivalents								
2,3,7,8-TCDF	0.0000034	0.1	0.0000034								
1,2,3,7,8-PeCDF	0.0000015	0.03	0.00000045								
2,3,4,7,8-PeCDF	0.0000021	0.3	0.0000063								
1,2,3,4,7,8-HxCDF	0.000039	0.1	0.0000039								
1,2,3,6,7,8-HxCDF	0.0000022	0.1	0.0000022								
1,2,3,7,8,9-HxCDF	0.0000098	0.1	0.00000098								
2,3,4,6,7,8-HxCDF	0.0000021	0.1	0.0000021								
1,2,3,4,6,7,8-HpCDF	0.000014	0.01	0.0000014								
1,2,3,4,7,8,9-HpCDF	0.0000012	0.01	0.00000012								
OCDF	0.00002	0.0003	0.00000006								
DE Residential = 7.0e-06 mg/kg; DE I	DE Residential = 7.0e-06 mg/kg; DE Industrial = 3.0e-05 mg/kg Total Furan Equivalents = 0.000002091										

Total TEQs; Dioxins + Furans =

0.00000914

The concentration shown EXCEEDS the Residential Direct Exposure SCTL of 7.0e-06 mg/kg.

The concentration shown does not exceed the Industrial Direct Exposure SCTL of 3.0e-05 mg/kg.

Dioxin/Furan Conversion Ta	ble
For Direct Exposure Soil Cleanup Target L	evels
AHS West Palm Beach Property	
West Palm Beach	
DPT-4(4-6)	
12/02/2020	
	For Direct Exposure Soil Cleanup Target L AHS West Palm Beach Property West Palm Beach DPT-4(4-6)

Instructions: Calculate 2,3,7,8-TCDD Equivalents only if at least one of the dioxin congeners is detected in the sample at a concentration equal to or higher than the Method Detection Limit (MDL), whether quantified with certainty (the concentration reported has no qualifier) or estimated (the concentration reported has a "J", "T" or "I" qualifier). Enter each congener concentration (in mg/kg) in the yellow boxes using the following criteria:

- 1. If quantified with certainty or estimated and has the "J" qualifier enter the reported value;
- If not detected at the MDL (the concentration reported is the MDL followed by the "U" qualifier) enter 1/2 of the reported value;
- 3. If detected at a concentration lower than the MDL and the concentration is estimated (has the "T" qualifier) enter the estimated value;
- 4. If detected at a concentration equal to or higher than the MDL but lower than the Practical Quantitation Limit (PQL) and the concentration is estimated (has the "I" qualifier) enter the estimated value;
- 5. If detected at a concentration equal to or higher than the MDL but lower than the PQL and it is not estimated (the concentration reported is the PQL followed by the "M" qualifier) enter 1/2 of the reported value;
- 6. If estimated and reported with an "EMPC" (Estimated Maximum Possible Concentration) qualifier enter the estimated value;
- 7. If reported with an "EDL" (Estimated Detection Limit) qualifier enter 1/2 of the reported value (data is treated the same as "U" qualified data).
- 8. If the report only includes total concentrations for dioxin or furan congeners with the same degree of chlorination. These data cannot be used to estimate a 2,3,7,8-TCDD equivalent concentration. Please contact the Bureau of Waste Cleanup for guidance on handling such data.
- Note: If dioxins are detected but no furans, then the furans TEQs can be assumed to be zero. Similarly, if furans are detected but no dioxins, then dioxin TEQs can be assumed to be zero.

For more information: see Section V.C.7 (p. 59) "Development of SCTLs for Polychlorinated Dibenzodioxins (PCDDs) and Polychlorinated Dibenzofurans (PCDFs)" in "Technical Report: Development of Cleanup Target Levels (CTLs) for Chapter 62-777", Final dated February 2005

Summary Criteria for Table Entries											
Detection Concentration Reported Data Qualifier Enter											
Quantified with certainty		None	reported value								
Estimated		J	reported (estimated) value								
ND at MDL	MDL	U	1/2 reported value								
≤ MDL	Estimated	Т	reported (estimated) value								
≥ MDL but < PQL	Estimated	I	reported (estimated) value								
≥ MDL but < PQL	Not estimated	Μ	1/2 reported value								
Estimated	Estimated	EMPC	reported (estimated) value								
Reported	EDL	EDL	1/2 reported value								

#### ( ) WHO 1998 TER) WHO 2005 TEFs Calculate TEQs using:

(TEF = Toxic Equivalency Factor)

Polychlorinated dibenzodioxins										
Congener	Congener Concentration (mg/kg) WHO 2005 TEFs									
2,3,7,8-TCDD	0.00000055	0.00000055								
1,2,3,7,8-PeCDD		1	0.00							
1,2,3,4,7,8-HxCDD		0.1	0.00							
1,2,3,6,7,8-HxCDD		0.1	0.00							
1,2,3,7,8,9-HxCDD		0.1	0.00							
1,2,3,4,6,7,8-HpCDD	0.00000029	0.01	0.0000000029							
OCDD		0.0003	0.00							
	Total Dioxin Equivalents = 0.0000005529									

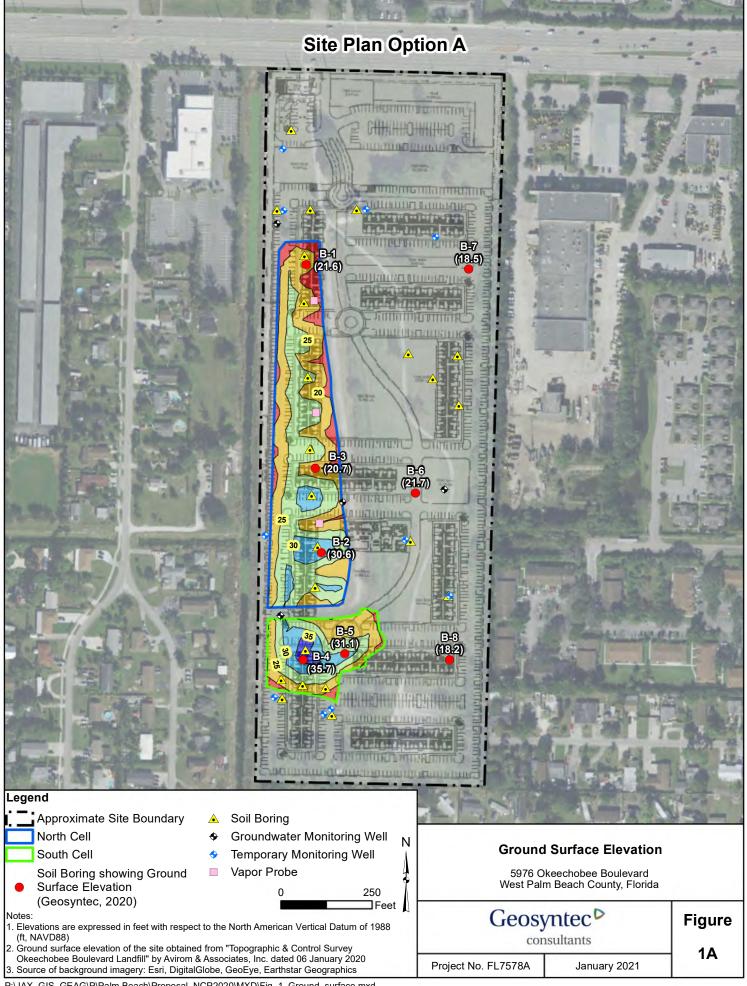
	Polychlorinated dibenzofurans										
Congener	Concentration (mg/kg)	2,3,7,8-TCDD Equivalents									
2,3,7,8-TCDF		0.1	0.00								
1,2,3,7,8-PeCDF		0.03	0.00								
2,3,4,7,8-PeCDF		0.3	0.00								
1,2,3,4,7,8-HxCDF		0.1	0.00								
1,2,3,6,7,8-HxCDF		0.1	0.00								
1,2,3,7,8,9-HxCDF		0.1	0.00								
2,3,4,6,7,8-HxCDF		0.1	0.00								
1,2,3,4,6,7,8-HpCDF		0.01	0.00								
1,2,3,4,7,8,9-HpCDF		0.01	0.00								
OCDF		0.0003	0.00								
DE Residential = 7.0e-06 mg/kg; DE I	ndustrial = 3.0e-05 mg/kg	Total Furan Equivalents =	0.00								

Total TEQs; Dioxins + Furans = 0.0000005529

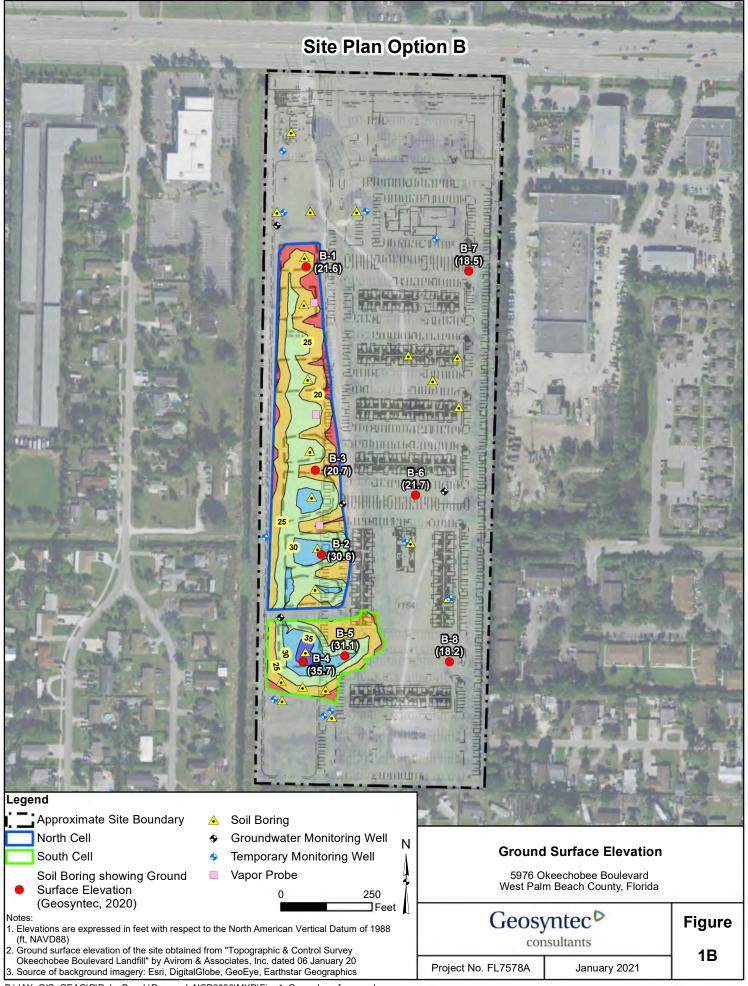
The concentration shown does not exceed the Residential Direct Exposure SCTL of 7.0e-06 mg/kg.

The concentration shown does not exceed the Industrial Direct Exposure SCTL of 3.0e-05 mg/kg.

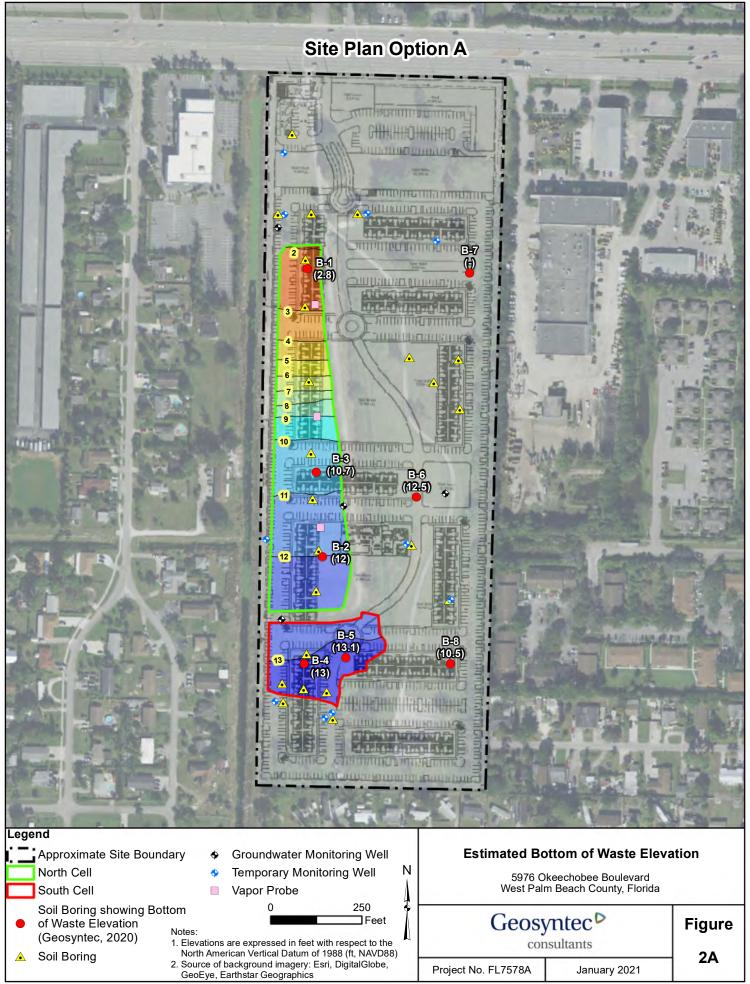
# ATTACHMENT F PROPOSED REDEVELOPMENT SCENARIOS – OPTIONS A AND B



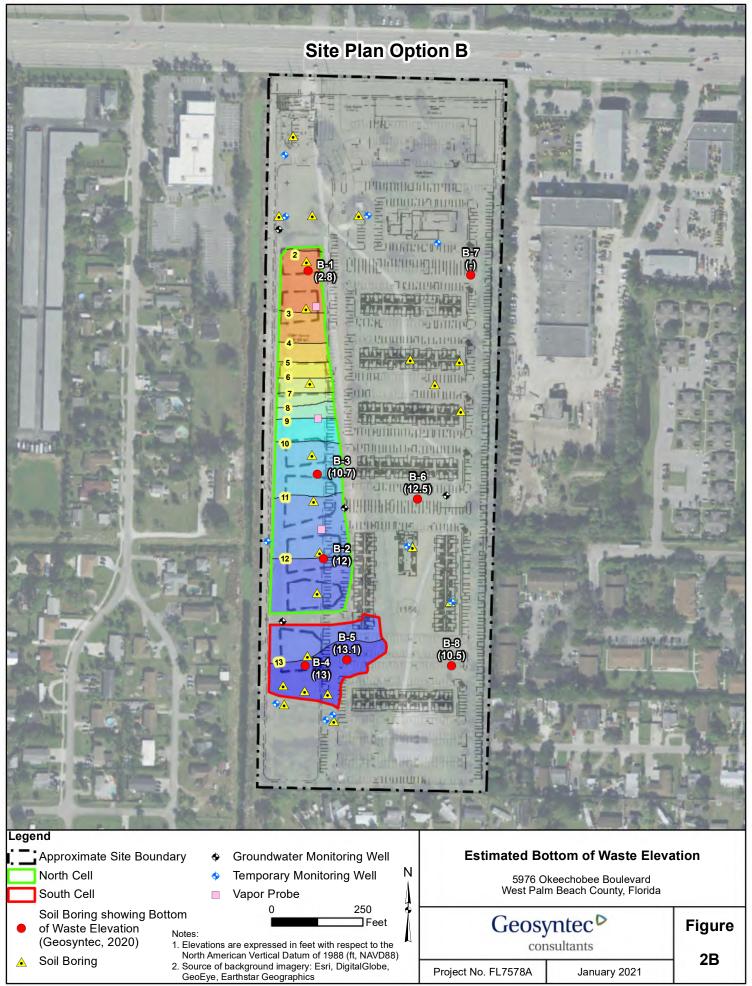
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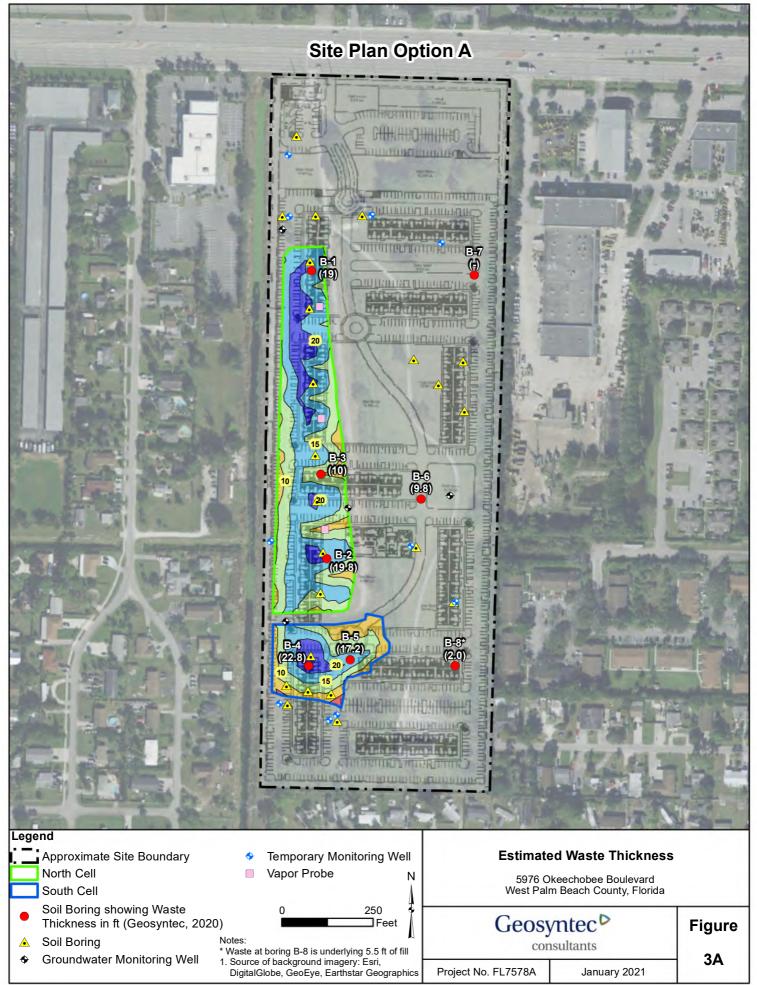
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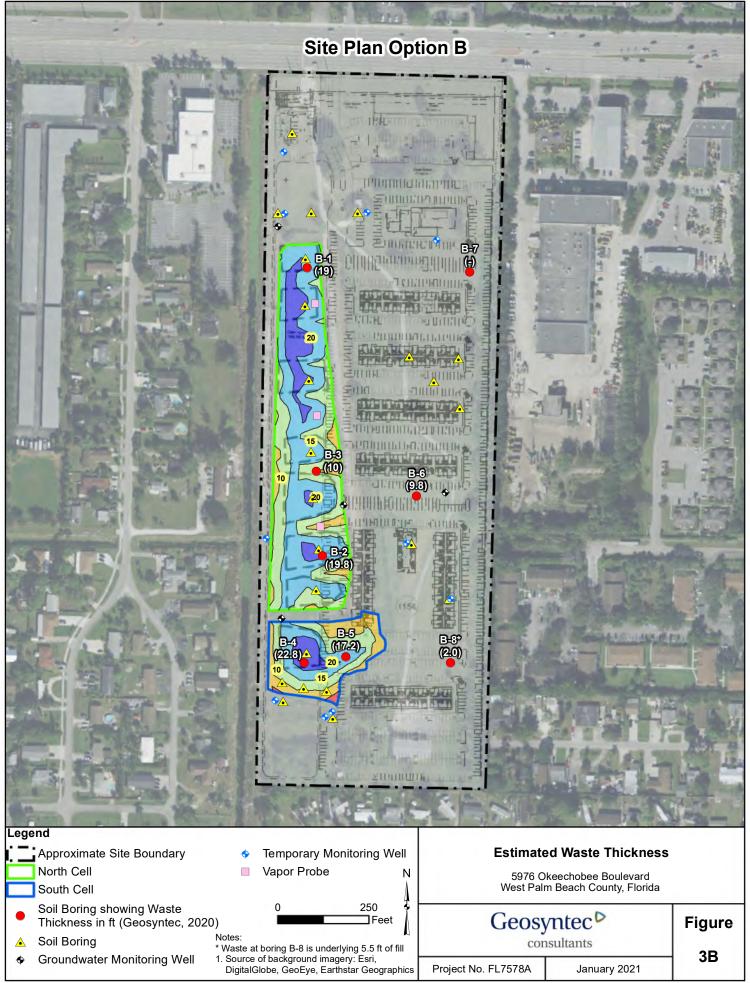
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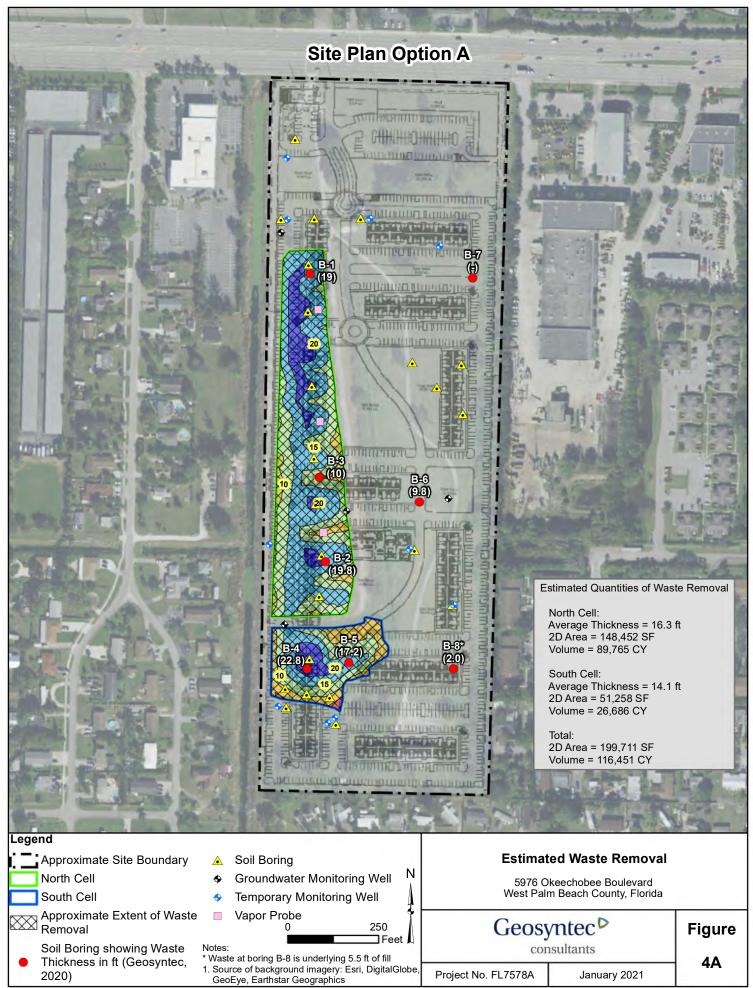
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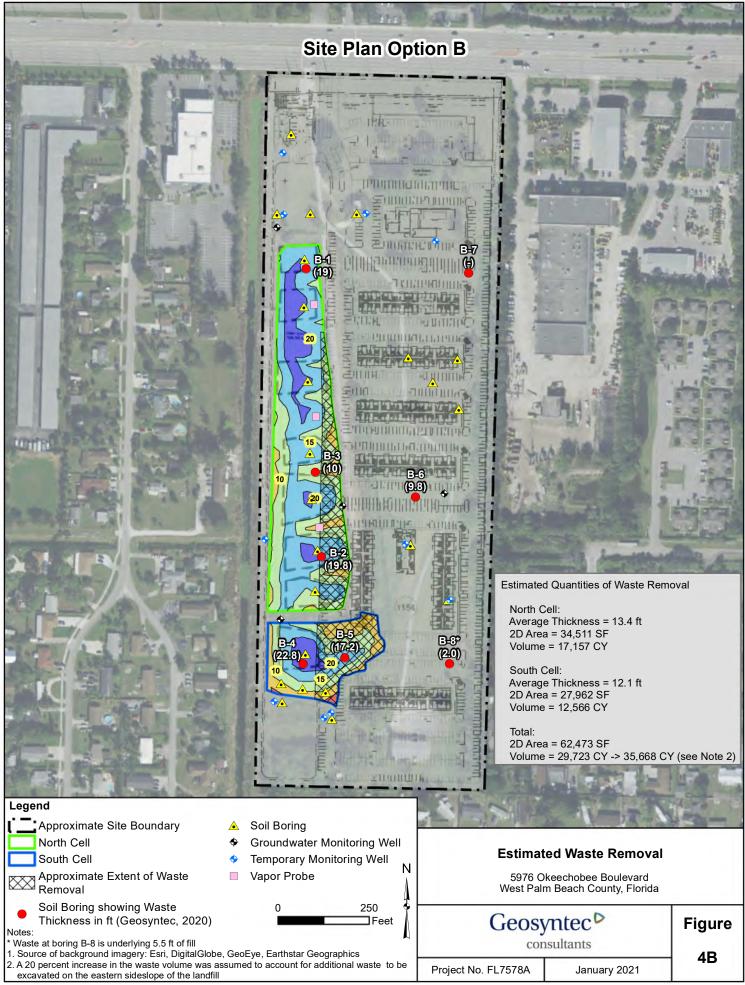
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# ATTACHMENT G ESTIMATED PROBABLE COSTS FOR WASTE EXCAVATION AND DISPOSAL

# Table G1 - Site Plan Option A Opinion of Probable Costs AHS West Palm Beach Property 5976 Okeechobee Blvd., West Palm Beach, Palm Beach County, FL 33411

GFA Memo											
					Probable Mi	nir	num Cost		Probable Ma	axir	num Cost
Cost Item	Unit	Estimated Quantity	Reference Unit Rate	Mi	n. Unit Rate		Min. Cost	M	ax. Unit Rate		Max. Cost
Excavation & Disposal Plan and Soil Management Plan	LS	1	-	\$	10,000.00	\$	10,000.00	\$	20,000.00	\$	20,000.00
Excavation and Loading	tons	82,082		\$	8.10	\$	665,000.00	\$	9.87	\$	810,000.00
Transportation & Disposal Offsite <b>TOTAL</b>	tons	82,082		\$	60.91		5,000,000.00 <b>5,675,000.00</b>	\$	73.10	\$ <b>\$</b>	6,000,000.00 <b>6,830,000.00</b>

Site Plan Option A											
					Probable Mi	nir	num Cost		Probable Ma	axir	num Cost
Cost Item	Unit	Estimated Quantity	 erence it Rate	Min	Unit Rate		Min. Cost	Ma	x. Unit Rate		Max. Cost
Construction											
Excavation and Loading	tons	125,800	\$ 4.00	\$	4.40	\$	553,600.00	\$	6.00	\$	754,800.00
Transportation	tons	125,800	\$ 12.00	\$	13.20	\$	1,660,600.00	\$	18.00	\$	2,264,400.00
Disposal	tons	125,800	\$ 35.00	\$	38.50	\$	4,843,300.00	\$	52.50	\$	6,604,500.00
Subtotal Construction						\$	7,058,000.00			\$	9,624,000.00
Miscellaneous											
Engineering Design	%	5				\$	352,900.00			\$	481,200.00
Construction Management	%	10				\$	705,800.00			\$	962,400.00
Subtotal Miscellaneous						\$	1,058,700.00			\$	1,443,600.00
Contingency	%	0				\$	-			\$	-
TOTAL						\$	8,117,000.00			\$	11,068,000.00

# Table G2 - Site Plan Option B Opinion of Probable Costs AHS West Palm Beach Property 5976 Okeechobee Blvd., West Palm Beach, Palm Beach County, FL 33411

GFA Memo											
					Probable Mi	nir	num Cost		Probable Ma	axir	num Cost
Cost Item	Unit	Estimated Quantity	Reference Unit Rate	Mi	n. Unit Rate		Min. Cost	M	ax. Unit Rate		Max. Cost
Excavation & Disposal Plan and Soil Management Plan	LS	1	-	\$	10,000.00	\$	10,000.00	\$	20,000.00	\$	20,000.00
Excavation and Loading	tons	82,082		\$	8.10	\$	665,000.00	\$	9.87	\$	810,000.00
Transportation & Disposal Offsite <b>TOTAL</b>	tons	82,082		\$	60.91		5,000,000.00 <b>5,675,000.00</b>	\$	73.10	\$ <b>\$</b>	6,000,000.00 <b>6,830,000.00</b>

Site Plan Option B												
						Probable Mi	nin	num Cost		Probable Ma	axir	num Cost
Cost Item	Unit	Estimated Quantity	-	erence it Rate	Min	Unit Rate		Min. Cost	Ma	x. Unit Rate		Max. Cost
Construction												
Excavation and Loading	tons	38,600	\$	4.00	\$	4.40	\$	169,900.00	\$	6.00	\$	231,600.00
Transportation	tons	38,600	\$	12.00	\$	13.20	\$	509,600.00	\$	18.00	\$	694,800.00
Disposal	tons	38,600	\$	35.00	\$	38.50	\$	1,486,100.00	\$	52.50	\$	2,026,500.00
Subtotal Construction							\$	2,166,000.00			\$	2,953,000.00
Miscellaneous												
Engineering Design	%	5					\$	108,300.00			\$	147,700.00
Construction Management	%	10					\$	216,600.00			\$	295,300.00
Subtotal Miscellaneous							\$	324,900.00			\$	443,000.00
Contingency	%	0					\$	-			\$	-
TOTAL							\$	2,491,000.00			\$	3,396,000.00

ATTACHMENT "C"

# F. Joseph Ullo, Jr.

From: Sent: To: Cc: Subject:	F. Joseph Ullo, Jr. Monday, September 20, 2021 9:48 AM 'Alan Chin Lee' Jessica Icerman; Kenneth Metcalf; 'sarah.campbellsmith@akerman.com'; Patricia Behn; Robert P. Banks; 'lamara@pbcgov.org'; Tallam, Laxmana; Bhavsar, Kajal H; Josh Nichols 'Jordan Sperling'; Barbara Ferrer; 'Andres Lozano'; 'chris.weller@floridadep.gov'; 'norva.blandin@floridadep.gov' Summary of FDEP Conference on Friday September 17, 2021								
Importance:	High								
Tracking:	Recipient	Delivery	Read						
	'Alan Chin Lee'								
	Jessica Icerman	Delivered: 9/20/2021 9:48 AM	Read: 9/20/2021 10:27 AM						
	Kenneth Metcalf	Delivered: 9/20/2021 9:48 AM	Read: 9/20/2021 9:57 AM						
	'sarah.campbellsmith@akerman.co	n							
	Patricia Behn								
	Robert P. Banks								
	'lamara@pbcgov.org'								
	Tallam, Laxmana								
	Bhavsar, Kajal H								
	Josh Nichols								
	'Jordan Sperling'								
	Barbara Ferrer	Delivered: 9/20/2021 9:48 AM	Read: 9/20/2021 10:05 AM						
	'Andres Lozano'								
	'chris.weller@floridadep.gov'								
	'norva.blandin@floridadep.gov'								

### Alan:

Thank you for taking part in our Teams conference with the Florida Department of Environmental Protection ("DEP") and the Palm Beach County Department of Health ("PBDOH") on Friday afternoon.

To recap, the purpose of the call was to introduce the project to the overseeing regulatory agencies, confirm the points of regulatory contact, gain an understanding of the site rehabilitation and landfill closure pathway, and preview certain issues that are unique to the project. The meeting was very well attended with over 20 people joining in the conversation. CRE Fund at Okeechobee Boulevard, LLC ("CRE Okeechobee") and the Town of Palm Beach ("Town") were represented by Counsel and CRE Okeechobee was also represented by its technical professionals, Geosyntec Consulting ("Geosyntec"). I represented CRE Okeechobee, Sarah Campbell-Smith (Akerman) represented the Town.

For background, CRE Okeechobee and the Town described their ground lease relationship and the 18 month process which it has taken for CRE Okeechobee and the Town to reach agreement as to the lease terms. CRE Okeechobee's counsel explained the extensive due diligence performed by CRE Okeechobee and the brownfield designation efforts and application to date. PBDOH's Laxmana Tallam mentioned that he had been involved in the early stages of the

project as the Town and CRE Okeechobee were starting their discussions and he was pleased to have the discussion. Alan, you also gave input on the brownfield aspects.

Geosyntec gave a summary of the site in terms of the recognized environmental conditions identified with the current and historic uses. In the past, the site has been used as a general landfill, gun training range for the Police Benevolent Association, and a baseball field. Currently, the site is an open yard waste disposal facility operating under Facility Identification No. 65864. PBDOH has regulatory authority over the facility. Geosyntec presented one of the latest versions of the site redevelopment plan illustrating how residential structures were strategically proposed east of the permitted landfill footprint. The proposed entrance road which could intersect the landfill cells was also discussed as well as the waste distribution. Geosyntec also presented the soil and groundwater quality data that have been collected to date.

Geosyntec and the Counsel for CRE Okeechobee asked about the regulatory pathway for landfill closure and site rehabilitation to allow for the intended residential use. DEP explained that alternate procedures (Rule 62-701.310 of the Florida Administrative Code) may be needed considering the pathway chosen for the landfill closure. DEP noted that this had been done before in the state with success, and that the work may involve a permit modification as well. For the Rule 62-780, Brownfield Site Rehabilitation, that regulatory process would be needed as well. DEP and PBDOH identified Chris Weller and Laxmana Tallam, respectively as the points of contact for the rule based closure activities. Their contact information is here:

### Chris Weller, Environmental Manager

Chris.Weller@floridadep.gov FL Dept. of Environmental Protection Office of Ecosystem Restoration 3301 Gun Club Road, MSC7210-1 West Palm Beach, FL 33406 Ph: (561) 681-6635

### Laxmana Tallam, P.E.

Environmental Administrator | Air & Waste Section Department of Health Palm Beach County | 800 Clematis Street | West Palm Beach, FL 33401 Ph: 561-837-5978; Email: <u>Laxmana.Tallam@flhealth.gov</u>

At the close of the meeting, DEP and PBDOH stated their willingness to work together on the project with the Town and CRE Okeechobee. The Counsel for CRE Okeechobee explained that there was still uncertainty regarding the brownfield designation, but that the Town and CRE Okeechobee were hopeful that those items could be resolved to the satisfaction of the County. The Town's Counsel agreed. CRE Okeechobee mentioned that they were still working with you and the County on the identified concerns.

Alan, and others copied here, please review your notes and let me know if I have left anything off. If you have anything to add, please reply to all. Alan, on Friday afternoon we discussed following up with the Palm Beach County Planning and Land Use professionals regarding their analysis of the brownfield designation and the additional application materials submitted last week (Thursday). I understand time is of the essence with that, but we thought that our conference with the agencies would be important to that discussion. Please let me know if there is a good time when we can discuss that item today.

Thank you all for your efforts on this project.

Sincerely,

F. Joseph Ullo, Jr.

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 106 E. College Avenue, Suite 700 Tallahassee, FL 32301 Direct Number: 850-329-4847 Email: jullo@stearnsweaver.com

STEARNS WEAVER MILLER