

8-31-16

Complaint about Risks in Water Supply in detrimentally affecting close to 400 households in:
Casa Verde MHC, LLC
(b) (6) - Privacy
Tampa FL 33610

Dear Environmental Protection Agency (EPA):

This complaint about the safety risks to soil and water supply in Casa Verde MHC, LLC is being submitted in good faith and as a matter of public safety and public policy.

There are close to 400 houses in Casa Verde MHC, LLC that are being dangerously placed in contact with obvious risks to the soil and water supply that include but are not limited to:

- * hot spots containing arsenic
- * green in color
- * noxious odors
- * sand
- * dirt
- * other floating objects

Casa Verde MHC is owned by:

(b)(6) Privacy, (b)(7)(C) Enf. Privacy

Lakeshore Communities

(b)(6) Privacy, (b)(7)(C) Enf. Privacy

Skokie IL 60077

Reports have confirmed that there are hotspots containing arsenic in the Casa Verde MHC, LLC. These reports are included with this complaint.

Previously, Casa Verde filled in the three large effluent ponds with used effluent dirt. These 3 effluent ponds were about the size of two city blocks. These 3 effluent ponds were located near the corners of (b) (6) - Privacy and on the corners of (b) (6) - Privacy.

Casa Verde previously filled these 3 effluent ponds with used dirt from one of the dried out effluent ponds and some other dirt from other areas. In these arsenic hot spots, many children and many families play in these open areas of soil and dirt and they spend a lot time in these arsenic hot spots areas that are not closed off to the public.

The water supply to the countless houses in Casa Verde has been a green color, with noxious odors, and numerous floating objects can be noticeably seen in the water.

The water supply for Casa Verde estimated 400 houses is through a wellhead.

And, the sewer systems for Casa Verde have been connected to the 6.5 acres of vacant land located at (b) (6) - Privacy Tampa, FL 33610 which contained federally protected wildlife, such as the White Pelicans that have been reported by the local Tampa newspapers and are protected under the Migratory Bird Act Treaty.

It is unclear whether permits were issued for this work connected to the soil, sewer systems, effluent ponds, water supply, wellhead.

The Casa Verde has countless families with elderly people, children, people with disabilities.

We all need help with the soil and water supply because of risks of safety, sickness, and disease to people's health and welfare.

Thank you.

(b)(6) Privacy, (b)(7)(C) Enf. Privacy

05/12/2016 at

02:45:08 PM, DEPUTY CLERK: MTERRELL Pat Frank, Clerk of the Circuit Court
Hillsborough County

THIS IS NOT A CERTIFIED COPY

This instrument prepared by:

Levenfeld Pearlstein, LLC
2 North LaSalle Street
Suite 1300
Chicago, Illinois 60602
Attention: Jeffrey C. Friedman, Esq.

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made by CASA VERDE MHC, LLC, a Delaware limited liability company and CASA VERDE 3A, LLC, a Delaware limited liability company (taken together, hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of those certain real properties situated in the County of Hillsborough, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Property");

B. The FDEP Facility Identification Number for the Property is #COM_332601. The facility name at the time of this Declaration is DAVPAM Mobile Home Park. This Declaration addresses the discharge that was reported to the FDEP on January 9, 2015.

C. Soils containing arsenic above the Residential Soil Cleanup Target Level of 2.1 mg/kg are located below a minimum of two feet of clean fill as part of the pond closure under a Consent Order with the Hillsborough County Environmental Protection Commission (EPC). FDEP agrees with the recommendation for closure with conditions (soil cap as an engineering control) included in the Wastewater Pond Post-Closure Soil Testing Report, dated January 9, 2015, submitted by Solutech Environmental Consultants (Solutech).

D. The report noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located on the Property. These reports confirm that contaminated soil as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Property. This declaration imposes restrictions on the area of soil contamination (the "Restricted Property").

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

F. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of arsenic increase above the levels approved in the Order, or if a subsequent discharge occurs at the Property, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by

THIS IS NOT A

CERTIFIED COPY
the applicable FDEP rules. The Order relating to FDEP Site No. COM 332601, can be found by contacting the appropriate FDEP district office or Tallahassee program area.

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

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes the following restrictions and requirements:
 - a.i. The area of soil contamination as located on the Restricted Property, described as the "Polishing Pond" and "Hot Spot" in Exhibit B, shall be permanently covered and maintained with a minimum of two (2) feet of clean and uncontaminated soil that prevents human exposure (hereinafter referred to as the "Engineering Control"). An Engineering Control Maintenance Plan ("ECMP") shall be maintained that includes the frequency of inspections and monitoring and the criteria for determining when the Engineering Control has failed. The ECMP is attached as Exhibit C; and
 - a.ii. Excavation and construction deeper than two feet below land surface is not prohibited on the Restricted Property provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-780, F.A.C., and any other applicable local, state, and federal requirements. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas. For any dewatering activities, a plan pre-approved by FDEP's Division of Waste Management must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated. Nothing in this Declaration shall prevent, limit or restrict any excavation or construction at or below the surface outside the boundary of the Restricted Property.
3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.
4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Property at reasonable times and with reasonable notice to GRANTOR.
5. It is the intention of GRANTOR that this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by

THIS IS NOT A CERTIFIED COPY

GRANTOR and FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, GRANTOR agrees to notify in writing all proposed tenants of the Property of the existence and contents of this Declaration of Restrictive Covenant.
7. This Declaration is binding until a release of covenant is executed by FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.
8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.
9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. A joinder and consent, or subordination of liens, mortgages, or encumbrances, as applicable, is attached hereto.

[signature pages appear on the following pages]

THIS IS NOT A CERTIFIED COPY

IN WITNESS WHEREOF, CASA VERDE MHC, LLC, a Delaware limited liability company, and CASA VERDE 3A, LLC, a Delaware limited liability company, have executed this instrument, this 18th day of April, 2016.

GRANTOR

CASA VERDE MHC, LLC, a Delaware limited liability company

By: _____
Name: Joseph Wolf
Title: President

CASA VERDE 3A, LLC, a Delaware limited liability company

By: _____
Name: Joseph Wolf
Title: President

Full Mailing Address:

Signed, sealed and delivered in the presence of:

Witness Print Name: Scott Burg

Date: 4/18/2016

Witness Print Name: Tom Bruckman

Date: 4/18/16

STATE OF Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 18th day of April, 2016, by Joseph T. Wolf

Personally Known X OR Produced Identification _____

Type of Identification Produced _____



Signature of Notary Public
Gabriel Shabat
Print Name of Notary Public Commission
No. 605721 Commission
Expires: June 28, 2018

DAVPAM MOBILE HOME PARK

Creative solutions for your water needs
Serving our clients for over 30 years

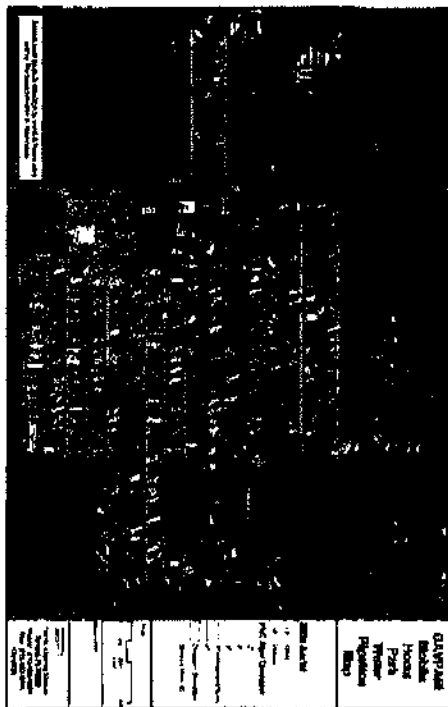
DAVPAM MOBILE HOME PARK

Community Water System-Raising of Operating Capacity of Water Treatment Plant No. 2 & West No. 2 & Interior Coaling of Tank No. 2

Schreuder, Inc. was obtained to respond to the concerns and requests of the Hillsborough County Health Department (HCHD) in order to acquire the required permit.

Schreuder, Inc. proposed 4 tasks. 1) Meeting with the HCHD staff to understand what is being requested and to submit the final information packet. 2) making system improvements (fencing, alarms, tank cleaning, etc.). 3) new mapping, determining the system re-rating requirements, conducting updated system capacity calculations, and 4) prepare a response to the HCHD letter, addressing each of the items in their letter and demonstrating compliance with current regulations.

Today, the issue is not only protecting water sources, but also finding & permitting clean, creative & customized solutions to water use, reuse & environmental issues facing you.



DAVPAM MOBILE HOME PARK

Tampa, FL 33612 Contact us: info@schreuder.com or call (813) 952-6844