

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

---

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	Civil Action No. 8:18-cv-01863-VMC-TGW
v.	)	
	)	
BKF CAPITAL GROUP, INC.,	)	
	)	
Defendant.	)	

---

**CONSENT DECREE**

TABLE OF CONTENTS

I.	BACKGROUND .....	1
II.	JURISDICTION .....	1
III.	PARTIES BOUND .....	2
IV.	DEFINITIONS.....	2
V.	PAYMENT OF RESPONSE COSTS.....	3
VI.	FAILURE TO COMPLY WITH CONSENT DECREE .....	4
VII.	COVENANTS BY THE UNITED STATES .....	5
VIII.	RESERVATIONS OF RIGHTS BY UNITED STATES .....	5
IX.	COVENANTS BY SETTLING DEFENDANT.....	6
X.	EFFECT OF SETTLEMENT/CONTRIBUTION .....	7
XI.	CERTIFICATION .....	8
XII.	NOTICES AND SUBMISSIONS .....	8
XIII.	RETENTION OF JURISDICTION .....	9
XIV.	INTEGRATION .....	9
XV.	APPENDIX.....	9
XVI.	LODGING AND OPPORTUNITY FOR PUBLIC COMMENT .....	9
XVII.	SIGNATORIES/SERVICE.....	10
XVIII.	FINAL JUDGMENT .....	10

## I. BACKGROUND

A. Plaintiff United States of America (“United States”), on behalf of the United States Air Force (“USAF”), filed two separate complaints pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9607 (“CERCLA”), seeking reimbursement of response costs incurred or to be incurred for response actions taken at or in connection with the alleged release or alleged threatened release of hazardous substances at Cattle Dipping Vat A (Site No. OT-59A) in Polk County, Florida, and Cattle Dipping Vats C and D (Site Nos. OT-59C and OT-59D) in Highlands County, Florida (together, the “Vats” or “Vat Sites”) within the Avon Park Air Force Range (“APAFR”). *See* Appx. A. The complaint for Vat A was filed in this matter. The complaint for Vats C and D in Highlands County was filed in the Southern District of Florida, transferred to the Middle District of Florida, and consolidated with this matter.

B. In response to the release or threatened release of hazardous substances at or from the Vat Sites, the USAF undertook response actions at the Vat Sites pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake additional response actions in the future.

C. In performing response actions at the Vat Sites, the USAF has incurred response costs and will incur additional response costs in the future.

D. The United States alleges that Defendant BKF Capital Group, Inc. (“Settling Defendant” or “BKF”) is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for response costs incurred and to be incurred at the Vat Sites.

E. Settling Defendant avers that it is entering into this Consent Decree to avoid the costs associated with further litigation and does not admit any liability arising out of the transactions or occurrences alleged in the complaints.

F. The United States and Settling Defendant (together, the “Parties”) agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter without further litigation and without the admission or adjudication of any issue of fact or law is appropriate and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

## II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendant. Solely for the purposes of this Consent Decree and the underlying complaints, Settling Defendant waives all objections and defenses that it may have to jurisdiction of the Court or to venue in this District. Settling Defendant shall not challenge entry

or the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

### III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and upon Settling Defendant and its parent corporations, predecessor corporations, subsidiaries, successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendant or the United States under this Consent Decree.

### IV. DEFINITIONS

3. Unless otherwise expressly provided in this Consent Decree, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or its appendix, the following definitions shall apply:

"APAFR" shall mean the Avon Park Air Force Range, located within Polk and Highlands Counties, Florida.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

"Consent Decree" shall mean this Consent Decree and Appendix A attached hereto. In the event of conflict between this Consent Decree and the appendix, the Consent Decree shall control.

"Day" or "day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or a federal or State holiday, the period shall run until the close of business of the next working day.

"DOJ" shall mean the U.S. Department of Justice and its successor departments, agencies, or instrumentalities.

"Effective Date" shall mean the date upon which the approval of this Consent Decree is recorded on the Court's docket.

"Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at: <https://www.epa.gov/superfund/superfund-interest-rates>.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Paragraph” shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

“Parties” shall mean the United States and the Settling Defendant.

“Plaintiff” shall mean the United States.

“RCRA” shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

“Section” shall mean a portion of this Consent Decree identified by a Roman numeral.

“Settling Defendant” shall mean BKF Capital Group, Inc. and its parent corporations, predecessor corporations, subsidiaries, successors and assigns.

“State” shall mean the State of Florida.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including the USAF.

“USAF” or “Air Force” shall mean the U.S. Air Force and its successor departments, agencies, or instrumentalities.

“Vat A” or “Vat Site A” shall mean Cattle Dipping Vat A (Site No. OT-59A), located in the northwest quarter of Township 31 South, Range 30 East, Section 33, in Polk County, Florida, within the APAFR, and including any areas where hazardous substances from Vat A have or will come to be located. *See* Appx. A.

“Vat C” or “Vat Site C” shall mean Cattle Dipping Vat C (Site No. OT-59C), located in Township 33 South, Range 32 East, Section 17, in Highlands County, Florida, within the APAFR, and including any areas where hazardous substances from Vat C have or will come to be located. *See* Appx. A.

“Vat D” or “Vat Site D” shall mean Cattle Dipping Vat D (Site No. OT-59D), located in Township 33 South, Range 31 East, on the border of Sections 14 and 23, in Highlands County, Florida, within the APAFR, and including any areas where hazardous substances from Vat D have or will come to be located. *See* Appx. A.

“Vats” or “Vat Sites” shall mean Vats A, C, and D, collectively.

## V. PAYMENT OF RESPONSE COSTS

4. **Payment by Settling Defendant for Response Costs.** Within 30 days after the Effective Date, Settling Defendant shall pay to the USAF \$725,000, plus an additional sum for Interest on that amount calculated from the Effective Date through the date of payment.

5. Settling Defendant shall make payment by Fedwire Electronic Funds Transfer (EFT) to the U.S. Department of Justice account, in accordance with instructions provided to Settling Defendant by the Financial Litigation Unit (FLU) of the U.S. Attorney’s Office for the Middle District of Florida after the Effective Date. The payment instructions provided by the

FLU will include a Consolidated Debt Collection System (CDCS) number, which shall be used to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

BKF Capital Group, Inc.  
31248 Oak Crest Drive  
Suite 110  
Westlake Village, CA 91361

on behalf of Settling Defendant. Settling Defendant may change the individual to receive payment instructions on its behalf by providing written notice of such change to DOJ and USAF in accordance with Section XII (Notices and Submissions).

6. **Deposit of Payment.** The total amount to be paid pursuant to Paragraph 4 shall be deposited by the FLU in the Air Force Environmental Restoration Account, in accordance with 10 U.S.C. § 2703(e).

7. **Notice of Payment.** At the time of payment, Settling Defendant shall send notice that payment has been made to DOJ and USAF in accordance with Section XII (Notices and Submissions).

#### VI. FAILURE TO COMPLY WITH CONSENT DECREE

8. **Interest on Late Payments.** If Settling Defendant fails to make any payment under Paragraph 4 (Payment by Settling Defendant for Response Costs) by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

9. **Stipulated Penalty**

a. If any amount due to the USAF under Paragraph 4 (Payment by Settling Defendant for Response Costs) is not paid by the required date, Settling Defendant shall be in violation of this Consent Decree and shall pay to the USAF, as a stipulated penalty, in addition to the Interest required by Paragraph 8, \$750 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days after the date of the demand for payment of the penalties by the USAF. All payments to the USAF under this Paragraph shall be identified as "stipulated penalties" and shall be made by Fedwire EFT to:

Bank Name:	TREAS NYC
Location:	New York, NY
Routing Number:	021030004
Beneficiary Name:	Air Force Environmental Restoration Account 570 3400 300 158F B74417 04 535 78008F 667100
Account Identification:	DFAS/0000006551
Case Information:	BKF Capital Group, Inc. Consent Decree Avon Park Air Force Range, FL

c. At the time of payment, Settling Defendant shall send notice that payment has been made to the USAF and DOJ as provided in Paragraph 7 (Notice of Payment).

d. Penalties shall accrue as provided in this Paragraph regardless of whether the USAF has notified Settling Defendant of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing in this Consent Decree shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

10. If the United States brings an action to enforce this Consent Decree, Settling Defendant shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

11. Payments made under this Section shall be in addition to any other remedies or sanctions available to the United States by virtue of Settling Defendant's failure to comply with the requirements of this Consent Decree.

12. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendant from payment as required by Section V (Payment of Response Costs) or from performance of any other requirements of this Consent Decree.

## VII. COVENANTS BY THE UNITED STATES

13. **Covenants for Settling Defendant by United States.** Except as specifically provided in Section VIII (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendant pursuant to Section 107(a) or Section 113 of CERCLA, 42 U.S.C. §§ 9607(a) and 9613, with regard to the Vat Sites. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by Settling Defendant of its obligations under this Consent Decree. These covenants extend only to Settling Defendant and do not extend to any other person.

## VIII. RESERVATIONS OF RIGHTS BY UNITED STATES

14. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendant with respect to all matters not expressly included within Paragraph 13 (Covenants for Settling Defendant by United States). Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendant with respect to:

a. liability for failure of Settling Defendant to meet a requirement of this Consent Decree;

b. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;

- c. criminal liability;
- d. liability based on the ownership or operation of the Vat Sites by Settling Defendant when such ownership or operation commences after signature of this Consent Decree by Settling Defendant;
- e. liability based on Settling Defendant's transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of a hazardous substance or a solid waste at or in connection with the Vat Sites, after signature of this Consent Decree by Settling Defendant; and
- f. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant by Settling Defendant outside of the Vat Sites.

#### **IX. COVENANTS BY SETTLING DEFENDANT**

15. Settling Defendant covenants not to sue and agrees not to assert any claims or causes of action against the United States or its contractors or employees, with respect to the Vat Sites and this Consent Decree, including but not limited to:

- a. any direct or indirect claim for reimbursement from the Air Force Environmental Restoration Account and/or the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law, relating to the Vat Sites;
- b. any claim arising out of response actions at or in connection with the Vat Sites, including any claim under the United States Constitution, the Florida Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; or
- c. any claim pursuant to Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law relating to the Vat Sites.

16. Settling Defendant certifies that no other action, suit or claim initiated by Settling Defendant and with respect to "matters addressed" in this Consent Decree, as defined in Paragraph 21, is pending against the United States in any other forum.

17. Except as provided in Paragraph 19 (claims against other PRPs) and Paragraph 24 (res judicata and other defenses), the covenants in this Section shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations in Section VIII (Reservations of Rights by United States), other than in Paragraph 14.a (liability for failure of Settling Defendant to meet a requirement of the Consent Decree) or 0 (criminal liability), but only to the extent that Settling Defendant's claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.



18. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

19. **Waiver of Claims by Settling Defendant.** Settling Defendant agrees not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that it may have for response costs relating to the Vat Sites against any other person who is a potentially responsible party under CERCLA at the Vat Sites. This waiver shall not apply with respect to any defense, claim, or cause of action that Settling Defendant may have against any person if such person asserts a claim or cause of action relating to the Vat Sites against the Settling Defendant.

#### **X. EFFECT OF SETTLEMENT/CONTRIBUTION**

20. Except as provided in Paragraph 19 (Waiver of Claims by Settling Defendant), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Section IX (Covenants by Settling Defendant), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Vat Sites against any person not a Party hereto. Nothing in this Consent Decree diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

21. The Parties agree, and by entering this Consent Decree this Court finds, that this Consent Decree constitutes a judicially-approved settlement pursuant to which the Settling Defendant has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are releases or threatened releases of hazardous substances from the Vat Sites and all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Vat Sites, by the United States or by any other person, except for the State; provided, however, that if the United States exercises rights under the reservations in Section VIII (Reservations of Rights by United States), other than in Paragraph 14.a (liability for failure of Settling Defendant to meet a requirement of the Consent Decree) or 0 (criminal liability), the “matters addressed” in this Consent Decree will no longer include those response costs or response actions that are within the scope of the exercised reservation.

22. The Parties further agree, and by entering this Consent Decree this Court finds, that the complaints filed by the United States in the above-referenced consolidated action are civil actions within the meaning of Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1), and that this Consent Decree constitutes a judicially-approved settlement pursuant to which the Settling Defendant has, as of the Effective Date, resolved liability to the United States within the

meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B) for the consolidated civil actions referenced above.

23. The Settling Defendant shall, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify the USAF and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. The Settling Defendant also shall, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify the USAF and DOJ in writing within 10 days after service of the complaint or claim upon it. In addition, the Settling Defendant shall notify the USAF and DOJ within 10 days after service or receipt of any Motion for Summary Judgment, and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

24. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Vat Sites, Settling Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant cases; provided, however, that nothing in this Paragraph affects the applicability or enforceability of the Covenants by the United States set forth in Section VII.

#### **XI. CERTIFICATION**

25. Settling Defendant certifies that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Vat Sites since notification of potential liability by the United States or the State and that it has fully complied with any and all EPA, USAF, and State requests for information regarding the Vat Sites pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

#### **XII. NOTICES AND SUBMISSIONS**

26. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Except as otherwise provided, notice to a Party by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of the Consent Decree regarding such Party.

**As to DOJ by email:** eescdcopy.enrd@usdoj.gov  
Re: DJ# 90-11-3-11242

**As to DOJ by mail:** EES Case Management Unit  
U.S. Department of Justice  
Environment and Natural Resources Division  
P.O. Box 7611  
Washington, D.C. 20044-7611  
Re: DJ # 90-11-3-11242

**As to the USAF:** Chief, Air Force Environmental Litigation Center  
AFLOA/JACE  
1500 W. Perimeter Road, Suite 1500  
Joint Base Andrews, MD 20762

**As to Settling Defendant:** BKF Capital Group, Inc.  
c/o PASTORE & DAILEY LLC  
4 High Ridge Park, 3<sup>rd</sup> Floor  
Stamford, Connecticut 06905  
Tel.:203-658-8454

### **XIII. RETENTION OF JURISDICTION**

27. This Court shall retain jurisdiction over this consolidated matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

### **XIV. INTEGRATION**

28. This Consent Decree and its Appendix A constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree.

### **XV. APPENDIX**

29. The following appendix is attached to and incorporated into this Consent Decree:  
“Appendix A” contains maps of the APAFR and the Vat Sites.

### **XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

30. This Consent Decree shall be lodged with the Court for a period of at least 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations that indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendant consents to the entry of this Consent Decree without further notice.

31. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

**XVII. SIGNATORIES/SERVICE**

32. Each undersigned representative of Settling Defendant and the Assistant Attorney General, U.S. Department of Justice, Environment and Natural Resources Division, certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

33. The Settling Defendant agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendant in writing that it no longer supports entry of the Consent Decree.

34. The Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on its behalf with respect to all matters arising under or relating to this Consent Decree. Settling Defendant hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The Parties agree that Settling Defendant need not file an answer to the complaints in this consolidated action unless or until the Court expressly declines to enter this Consent Decree.

**XVIII. FINAL JUDGMENT**

35. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and the Settling Defendant. The Court enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

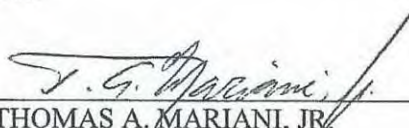
SO ORDERED THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

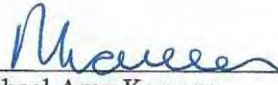
\_\_\_\_\_  
United States District Judge


Signature Page for Consent Decree Regarding Cattle Dipping Vats A, C, and D (Site Nos. OT-59A, OT-59C, and OT-59D) within the Avon Park Air Force Range ("APAFR").

**FOR THE UNITED STATES OF AMERICA:**

05-16-2019  
Dated

  
THOMAS A. MARIANI, JR.  
Section Chief  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice

  
Rachael Amy Kamons  
Trial Attorney  
U.S. Department of Justice  
Environment and Natural Resources Division  
Environmental Enforcement Section  
P.O. Box 7611  
Washington, D.C. 20044-7611

  
FW MARIA CHAPA LOPEZ  
United States Attorney  
Middle District of Florida

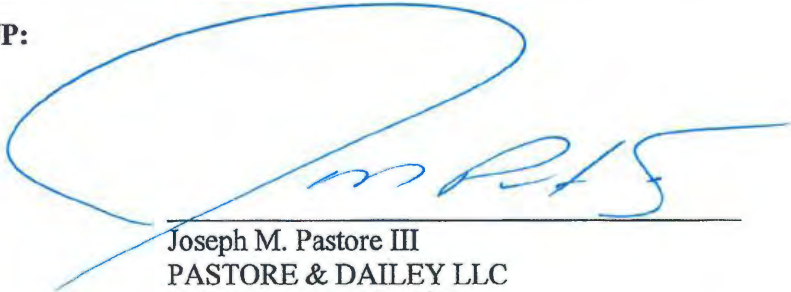
  
RANDY HARWELL  
Assistant United States Attorney  
Florida Bar No. 714623  
United States Attorney's Office  
Middle District of Florida  
400 North Tampa Street, Suite 3200  
Tampa, FL 33602  
Telephone: (813) 274-6000  
Facsimile: (813) 274-6358  
Randy.Harwell@usdoj.gov

**\*\* SETTLEMENT CONFIDENTIAL. SUBJECT TO FRE 408 \*\***

Signature Page for Consent Decree Regarding Cattle Dipping Vats A, C, and D (Site Nos. OT-59A, OT-59C, and OT-59D) within the Avon Park Air Force Range ("APAFR").

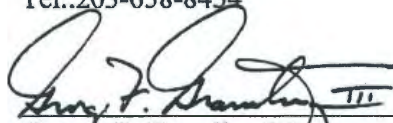
**FOR BKF CAPITAL GROUP:**

3/21/19  
Dated



Joseph M. Pastore III  
PASTORE & DAILEY LLC  
4 High Ridge Park, 3<sup>rd</sup> Floor  
Stamford, Connecticut 06905  
Tel.:203-658-8454

3/22/2019  
Dated



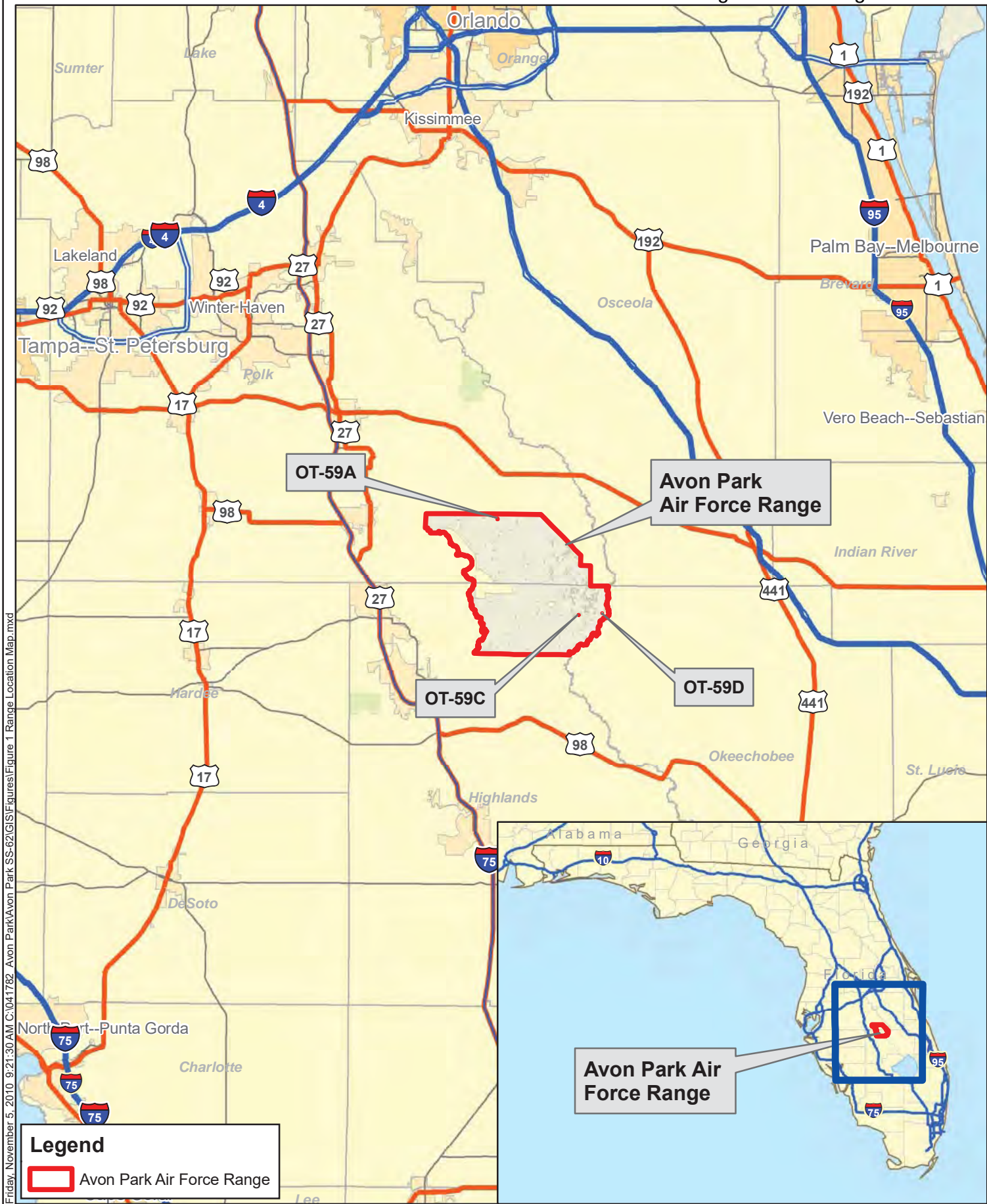
George F. Gramling III  
Florida Bar No. 441287  
Gramling Environmental Law, P.A.  
118 South Newport Avenue  
Tampa, FL 33606  
(813) 259-1060 (Telephone)

3-21-2019  
Dated

Steven N. Bronson  
Chairman & CEO  
BKF Capital Group, Inc.  
31248 Oak Crest Drive, Suite 110  
Westlake Village, CA 91361

APPENDIX A

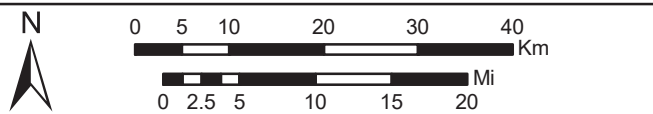
Maps of the Avon Park Air Force Range and the Vat Sites



Friday, November 5, 2010 9:21:30 AM C:\041782\_Avon Park\Avon Park SS-62\GIS\Figures\Figure 1 Range Location Map.mxd

**Legend**

 Avon Park Air Force Range

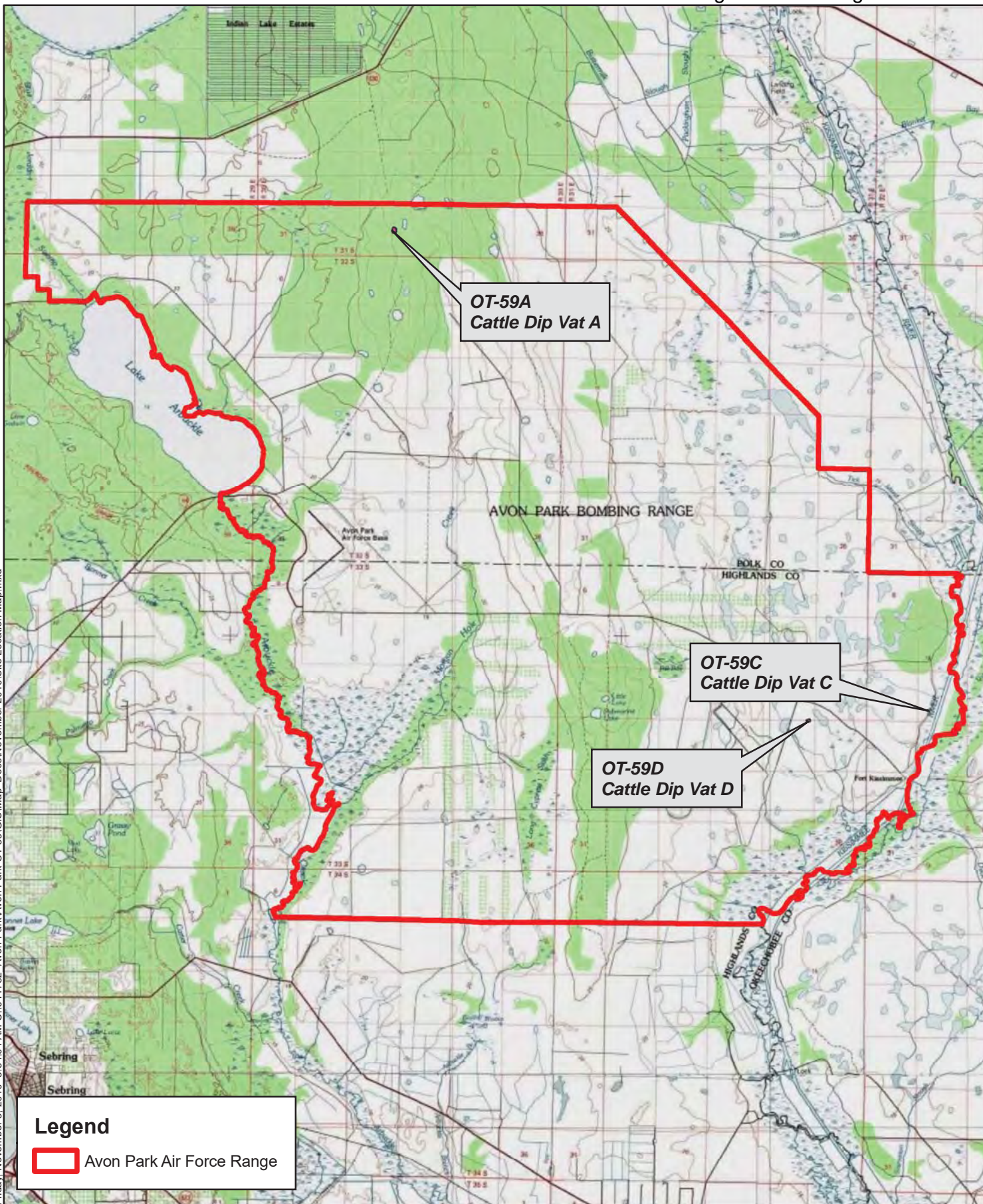


**Range Location Map**  
ERP Site No. OT-59, Dip Vats A, C and D  
Avon Park Air Force Range, Florida

**Figure**  
**1**



Friday, November 5, 2010 8:54:04 AM C:\04\1782 Avon Park\Avon Park OT-59\GIS\Map\_Docs\November 2010\Site Location Map.mxd




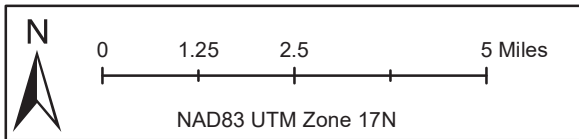
**OT-59A  
Cattle Dip Vat A**

**OT-59C  
Cattle Dip Vat C**

**OT-59D  
Cattle Dip Vat D**

**Legend**

 Avon Park Air Force Range



**Site Location Map  
Avon Park Air Force Range  
Avon Park, Florida**

**Figure  
2**

# APAFR CATTLE DIP VAT A (OT-59A)-TOWN SHIP RANGE SECTION



APAFR CATTLE DIP VATS CAND D (OT-59C AND D)-TOWNSHIP RANGE SECTION

