

SEP 14 REC'D



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Interim Secretary

9/9/2015

ZENTEX HOLDING LLC
6221 W ATLANTIC BLVD
MARGATE, FL 33063

Subject: Notice of Funding Availability for Assessment

FINANCIAL LENDING SERVICES INC
100 N RIDGEWOOD AVE
DAYTONA BEACH, VOLUSIA COUNTY
FDEP Facility ID#64 8517353
Eligible Discharge Dates: 12/5/1988 (EDI); 7/24/1989 (PLIRP)
Priority Score: 10

Dear Property Owner:

Funding is currently available from the Petroleum Restoration Program (PRP) to perform a Low-Score Assessment (LSA) to assess the extent of the petroleum discharge at your facility. Any co-payments or deductibles associated with this discharge will not be required at this time unless the data demonstrates the site qualifies for closure and is issued a Site Rehabilitation Completion Order (SRCO).

In order to participate in this program, a site access agreement must be signed and returned. Please execute and return the attached PERMISSION TO ENTER PROPERTY form as soon as possible using the enclosed self-addressed stamped envelope, but within 30 days of the date of this letter. Upon receipt of the completed form, the PRP will begin preparing a scope of work and assigning a competitively procured Agency Term Contractor to begin assessment activities at your site.

Recent legislation now requires the PRP to select contractors to perform assessment and remediation of state-funded petroleum contamination. As a result, the PRP selects contractors through a competitive procurement process that is outlined in Chapter 62-772, Florida Administrative Code.

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The PRP will consider any input you may want to provide with respect to the rehabilitation of this facility. If you would like to provide such input, or would like the opportunity to reject one agency term contractor prior to assignment, please check the appropriate box of the form and provide contact information as soon as possible using the enclosed self-addressed stamped envelope, again within 30 days of the date of this letter.

If you have any questions, please contact Rob Perlowski at 850-245-8917 or Robert.Perlowski@dep.state.fl.us. Thank you for your assistance.

Sincerely,



Alan Sakole
Environmental Supervisor
York Risk Services Group, Inc;
Administrative Services Contractor
Alan.Sakole@yorkrsg.com

Enclosure: Permission To Enter Property.

Note, this cover letter is for your records and should not be returned.

SITE ACCESS AGREEMENT

1. The Parties. The undersigned real property owner, ZENTEX HOLDING LLC, ("**Owner**"), hereby give(s) permission to the State of Florida, Department of Environmental Protection ("**Department**") and its Agency Term Contractor, subcontractors, and vendors ("**Contractor**"), to enter the Owner's property ("the Property") located at 100 N RIDGEWOOD AVE , DAYTONA BEACH 32114, *FDEP Facility ID: 8517353*.
2. The Property. Owner owns the certain parcel(s): 39153301210014 of real property located at 100 N RIDGEWOOD AVE, DAYTONA BEACH Florida 32114 (the "**Property**"), depicted on the attached legal description as Exhibit "A"
3. Permissible Activities. This Site Access Agreement ("Agreement") is limited to activities which may be performed by the Department or its Contractors pursuant to Chapter 62-780, Florida Administrative Code (F.A.C.), without cost to the Owner (unless required in a separate agreement) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. This access is provided only for the contamination either eligible for a state-funded cleanup or is being investigated pursuant to a consent order with the Department. The following activities are included in this Agreement but are not limited to this list:
 - conduct soil, surface, subsurface, and groundwater investigations, including but not limited to entry by a drill rig vehicle and/or support vehicles;
 - install and remove groundwater monitoring wells;
 - use geophysical equipment;
 - use an auger for collecting soil and sediment samples;
 - locate existing wells;
 - collect waste, soil, and water samples;
 - remove, treat and/or dispose of contaminated soils and water;
 - remove contaminated soil by digging with backhoes, large diameter augers and similar equipment;
 - install, operate, and remove remedial equipment;
 - install and remove utility connections;
 - trenching for connection of remediation wells to equipment; and
 - conduct surveys, prepare site sketches, and take photographs.
4. Duration and Termination of Access. This Agreement is granted, without any fee or charge to the Department or Contractor, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the Department (including its employees and contracted site managers with Teams 5 and 6 or local government, if applicable) immediately upon the execution of this Agreement. However, access for a Contractor can be contingent upon the Owner timely entering into a separate site access agreement with the Contractor (if the Owner wants a separate agreement with the Contractor please check the appropriate box at the end of this document). Such agreement with a Contractor is not binding upon the Department. This Agreement shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative

Code, or low-scored site initiative no further action order pursuant to Section 376.3071(12)(b), Florida Statutes ("Order"). At which time the Owner shall be provided a copy of the Order and this Agreement shall be automatically terminated.

5. Work Performed during Business Hours. The Department and Contractor may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after agreement from the Owner.
6. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Agreement shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.
7. Proper Disposal of Contaminated Media. The Department and Contractor shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be promptly removed from the Property.
8. Property Restoration. The Department shall pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed before activities associated with contamination assessment or remedial action were taken.
9. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractor when performing the Permissible Activities. Owner shall not damage any equipment including wells, piping, and remediation system that may be located on the Property. Owner shall notify the Department 90 days prior to commencement of any construction, demolition or other work on the Property that may damage or destroy any part of the equipment installed under this Agreement. If the Department anticipates that the remediation equipment will not be used for over one calendar year, the Owner can request removal of the remediation equipment if it is interfering with the operation of the business or with planned construction activities.
10. Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, Florida Statutes, access to the Property is required and Owner may not revoke this Agreement with the Department until the appropriate site rehabilitation completion order is issued under Chapter 62-780.680 or a low-scored site initiative order issued pursuant to Section 376.3071(12)(b), Florida Statutes, is final.
11. No Admission. The granting of this Agreement by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner for any contamination discovered on the Property.
12. Owner's Use of Property. The Owner retains the right to use the Property, and the Department and its Contractors will work with the Owner regarding minimizing activities that may interfere with the Owner's management and use of the Property. However, neither the Department nor the Contractor are responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity. This agreement does not modify any legal right the parties may have regarding negligent acts.
13. Owner's Release of Claim. If Owner selected a qualified contractor (not an agency term contractor), the Owner hereby releases the Department from any and all claims against the

B. Do you wish to participate or provide input with respect to rehabilitation of this facility?

☒ YES

☐ NO

C. Do you wish to exercise the option to reject one Agency Term Contractor prior to assignment of work?

☒ YES

☐ NO

D. Do you want the Contractor to contact you to obtain a separate site access agreement?

Note: Additional site access agreements must be completed between the owner and ATC within ninety (90) calendar days.

☐ YES

☒ NO

[Signature]
Signature of each Property Owner

[Signature]
Signature of Witness

James Masroor 09/21/15
Print Name Date

Teasha Porter 09/21/15
Print Name Date

6221 W. Atlantic Blvd, Horgate, FL 33063
Property Owner Mailing Address

561-392-4800 / 954-205-4319
Property Owner Telephone or Cell Phone Number

rab@mcagroup.com
Property Owner E-mail Address

Attachment A

Short Legal Description: E 115 FT OF LOT 1 & S 10 FT OF E 115 FT OF LOT 2 EXC HIWAY
BLK 21 DAYTONA PER OR 4431 PGS 4691-4730 PER OR 6032 PG 1597 PER OR 6365 PGS
0877-0878 PER OR 6818 PG 3269

FDEP Coordinates(Degrees Minutes Seconds) for Facility 64/ 8517353:

Latitude 29⁰ 12' 39.5700 "

Longitude 81⁰ 1' 23.8000"