



RISK MANAGEMENT DIVISION

JOHN PETRELLI, DIRECTOR

109 E. Church Street, Suite 200, Orlando, Florida 32801
(407) 836-9640 • FAX (407) 836-9630

MEMORANDUM

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: John Petrelli, CPCU, AIC, ARM

DATE: May 8, 2023

SUBJECT: Former Fire Station #72

Orange County previously operated property located at 3410 Conway Road, Orlando, Florida, as Fire Station #72 (the "Site"). In October 1993, an underground storage tank (UST) containing diesel fuel was removed from the Site as part of the closure of the Site. During the closure activities, impacted soil and groundwater were observed within the former UST's excavation. The Florida Department of Environmental Protection (FDEP) conferred with Fire Rescue staff and required further assessment activities be conducted at the Site. Assessment continued until 1995, when remedial action was proposed and subsequently implemented in 1997. Also in 1997, the Site was approved to participate in the FDEP's Petroleum Cleanup Participation Program (PCPP), which provides partial state funding assistance for certain site rehabilitation activities in accordance with Section 376.3071(13), Florida Statutes. The Site is currently owned by 7-Eleven, Inc. ("7-Eleven") and is operated as a gas station.

In June 2020, FDEP informed County that funding for site rehabilitation activities at the Site was available and that County must enter a PCPP Agreement with FDEP to obtain partial state funding assistance for the site rehabilitation activities. Since that time, County staff has been coordinating with FDEP and the current property owner, 7-Eleven, regarding the PCPP Agreement and other agreements necessary to obtain state funding assistance for site rehabilitation activities. The PCPP requires County to provide FDEP with a 25% copayment of the cost of cleanup or 25% cost savings, or a combination of copayment and cost savings equal to 25% of the cost of cleanup. County staff proposes implementing site rehabilitation activities with an endpoint of Risk Management Option II ("RMO II") in accordance with Rule 62-780.680(2), Florida Administrative Code, as a method of providing 25% cost savings to FDEP. RMO II is a conditional closure that will likely result in permanent restrictions on the use of the Site. According to County's consultant, Gator Engineering & Aquifer Restoration, Inc. ("Consultant"), the estimated cost to obtain Risk Management Option I ("RMO I") status in accordance with Rule 62-780.680(1), Florida Administrative Code, is \$139,739.50. According to Consultant, the estimated cost to obtain RMO II is \$21,415.16. As such, County staff believes that FDEP will accept an endpoint of RMO II as sufficient to provide 25% cost savings to FDEP and has included such endpoint in the PCPP

Subject: Former Fire Station #72

May 8, 2023

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Agreement that will be submitted to FDEP for approval if the Board grants the action requested. RMO II requires the property owner's approval, which 7-Eleven has provided by executing: (1) the Temporary Access Agreement granting County access to the Site and consenting to the placement of use restrictions on Site as required by FDEP, (2) Property Owner Conditional Closure Agreement approving an endpoint of RMO II, (3) Declaration of Interim Restrictive Covenant restricting the use of the Site, and (4) Site Access Agreement granting FDEP and its contractors access to the Site.

Staff is requesting that the Board approve and execute, and approve submittal to FDEP of, the following: (1) PCPP Agreement, (2) PCPP Affidavit, (3) Temporary Access Agreement, and (4) Property Owner Conditional Closure Agreement. Staff is also requesting that the Board approve submittal of the following to FDEP: (1) Declaration of Interim Restrictive Covenant, executed by 7-Eleven, (2) Site Access Agreement, executed by 7-Eleven, and (3) Documentation for PCPP Agreement dated March 18, 2022, prepared by County's Consultant.

The Fire Rescue Department and Risk Management Division have reviewed the foregoing agreements and affidavit and find the terms and conditions acceptable. The foregoing agreements and affidavit have been approved in form by the County Attorney's Office.

ACTION REQUESTED

Approval and execution of 1) Petroleum Restoration Program Property Owner Conditional Closure Agreement (Agreement) for PCPP discharges between 7-Eleven, Inc., Orange County, Florida, and Florida Department of Environmental Protection; 2) Petroleum Cleanup Participation Program (PCPP) Affidavit; 3) Agreement for Petroleum Cleanup Participation Program by and between the Florida Department of Environmental Protection and Orange County, Florida; and 4) Temporary Access Agreement by and between 7-Eleven, Inc. and Orange County, Florida and authorization for County staff to submit to FDEP the foregoing agreements and affidavit, the Declaration of Interim Restrictive Covenant executed by 7-Eleven, the Site Access Agreement executed by 7-Eleven, and the Documentation for PCPP Agreement prepared by Gator Engineering & Aquifer Restoration, Inc., dated March 18, 2022.

BCC Mtg. Date: May 23, 2023



FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

PETROLEUM RESTORATION PROGRAM

PROPERTY OWNER CONDITIONAL CLOSURE AGREEMENT (Agreement) for PCPP discharges

{{Instructions and the process to completing and implementing this Agreement pursuant to Rule 62-772.401(3), F.A.C. are in a separate document and are not intended to modify the terms of this Agreement.}} This agreement is to be used in conjunction with the Petroleum Cleanup Participation Agreement when the Risk Management Option II is selected as the cost savings for the discharge.

The Real Property Owner (Owner), 7-Eleven, Inc. and the Responsible Party (RP), if applicable Orange County, Florida, and the Florida Department of Environmental Protection (FDEP) enter into this Conditional Closure Agreement for Petroleum Cleanup Participation Program discharges (CCA for PCPP) to perform work for the facility located at 3400 Conway Road, Orlando, Florida, FDEP # 9813393 / 8520431 for discharge(s) 10/8/1993. The Owner and, if applicable, RP, agree to a Conditional Closure (Site Rehabilitation Completion Order with Conditions) which uses appropriate controls to close the assessment and remediation of a contaminated site using Risk Management Option II as described in Rule 62-780.680(2), Florida Administrative Code (F.A.C.), where alternative cleanup target levels above the levels in Chapter 62-777, F.A.C., are established for soil and ground water. These alternative cleanup target levels are based on site conditions and the establishment of an institutional and, if necessary, an engineering control. An example of an institutional control is a restrictive covenant with a ground water use prohibition. An example of an engineering control is an impervious surface or cap (such as a paved parking lot) which prevents exposure to contaminated soil and/or prevents rainwater from infiltrating into the soil. Nothing in this Agreement changes the eligibility requirements or priority scoring of the discharges eligible for FDEP funding under the Petroleum Restoration Program. The Owner must have already submitted or is submitting with this agreement a site access agreement (SAA) allowing the FDEP access to the Property, otherwise this request will be rejected. This CCA for PCPP is part of composite Exhibit A of the owner/RP signed PCPP Agreement.

Does the Owner/RP have a present or anticipated contractual or other business relationship with the recommended contractor? YES NO

If Yes, explain _____

Note: Contractor is deemed to have had a business relationship with one of the responsible parties for site contamination if it has had a relationship with a parent organization, or subsidiary, a predecessor or a successor of such party, or if it has been engaged by independent legal representatives on behalf of any such parties. In addition, Contractor will be conclusively determined to have a conflict of interest with regard to any site, if it has given or offered remuneration, in cash or in kind, directly or indirectly, to the site owner or operator, or his or her designee to obtain the work associated with such site.

The Owner, and if applicable RP, and the FDEP agree to the following:

1. The Owner must maintain the restrictions in the Interim Restrictive Covenant [or CSX Memorandum of Understanding (MOU) in the case of CSX owned property]. These restrictions and the covenant cannot be removed without express, written permission from the FDEP Petroleum Restoration Program. Upon recording of the covenant these restrictions will be listed in the FDEP's Institutional Control Registry.
2. Upon achieving the Conditional Closure requirements pursuant to RMO II, per Chapter 62-780, F.A.C., the Owner and the FDEP will either amend or release the interim restrictive covenant [or CSX MOU] based upon the actual circumstances of the remaining contamination and risk.
3. The FDEP will provide funding for costs associated with obtaining a Professional Land Survey (PLS) or specific purpose survey, title report, and recording fees as funding permits within the cap. No costs will be provided by the FDEP for the maintenance of engineering controls, if any, or attorney's fees (the assistance of an attorney is not required to implement this Agreement).
4. In exchange for executing and abiding by the PCPP Agreement the Owner may choose to recommend an FDEP Petroleum Restoration Program Agency Term Contractor (Contractor). Contractor Recommendation (Attachment B) is attached to this Agreement. The Owner may change its recommendation and later recommend another Contractor based on the Contractor's documented poor performance but this Conditional Closure Agreement and Interim Restrictive Covenant [or CSX MOU] will stay in place once executed. Property owner confirms that it has not been given or offered renunciation, in cash or in kind, directly or indirectly, from any FDEP Agency Term Contractor that Applicant may recommend to the FDEP as the contractor.
5. If a Contractor is recommended (see paragraph 4), and such Contractor will not provide the best value to the state for a particular scope of work, the FDEP reserves the right to competitively procure any proposed cleanup activity that meets and/or exceeds the current monetary threshold for e-Quotes in accordance with Section 287.057, F.S.

I, the Property Owner of the above facility, agree that the FDEP may perform assessment and cleanup activities to achieve a Conditional Closure (explained above). I understand that these closure options require that I execute a restrictive covenant (attached) now and may also require that I also maintain the restrictive covenant (or equivalent institutional control) and an engineering control after closure.

7-Eleven, Inc. (Richard Ingram, Sr. Director - Development Strategy & Support)

 10/4/2022

Property Owner Name & Title (if applicable) Signature Date

(If property is owned or the responsible party is an LLC, corporation, partnership or company, the person signing must be authorized by that entity to sign. The Department will check sunbiz.org for evidence of such authorization. If the person signing is not listed with the Department of State on sunbiz.org, the signatory will be asked to provide evidence of its authority to sign and bind the entity owner.)

I, the Responsible Party for the discharge(s) at the above referenced facility, agree that the FDEP may perform assessment and cleanup activities to achieve a Conditional Closure (explained above).

Burton W. Brooks County Administrator  5/23/23

Responsible Party Name & Title (if applicable) Signature Date



Attachment B- Conditional Closure Agreement Contractor Recommendation

[This Attachment is not recorded in the county land records]

Site Name: 7-Eleven #35328 / Former Fire Station #72 FDEP Facility ID#: 9813393 / 8520431
Site Address: 3400 Conway Rd / 3410 Conway Rd, Orlando, FL 32812 Parcel ID #: 08-23-30-000-00-055 / 08-23-30-000-00-054
Property Owner Name & Title: 7-Eleven, Inc.
Property Owner Representative Name & Title: Shellena Husaein, Manager, Environmental Services
Property Owner (or Representative) Phone No. & Email: 972-828-7658, Shellena.Husaein@7-11.com

IF APPLICABLE:

Responsible Party Name & Title: Orange County, Florida c/o Risk Management Division
Responsible Party Representative Name & Title: Tisha Pence, Environmental Loss Prevention Coordinator
Responsible Party (or RP Representative) Phone No. & Email: 407-836-8838 / tisha.pence@ocfl.net

Select one of the Contractor options listed below:

- Allow the FDEP to select a competitively procured contractor for the next scope of work in accordance with s. 287.057, F. S.
- Recommend an FDEP PRP Agency Term Contractor (ATC) from within the same region as the Facility listed in the Conditional Closure Agreement:

ATC Name: Gator Engineering & Aquifer Restoration, Inc FDEP Contractor ID#: 01216
ATC Representative Name & Title: Neeld Wilson, P.G. President
ATC Representative Phone No. & Email: 407-853-4555 x24, neeld@gatorengineer.com

Any recommendation to change the ATC will occur in a manner that allows any work scoped through a Purchase Order (PO) to be completed, unless the Property Owner or, if applicable, Responsible Party can provide evidence of poor performance, in which case the FDEP will determine whether or not to cancel the remaining work under that PO. Additionally, I understand that if a Conditional Closure Agreement has been executed, the Contractor may be changed but the Conditional Closure Agreement remains in place.

7-Eleven, Inc. (Richard Ingram, Sr. Director - Development Strategy & Support) [Signature] 10/4/2022
Print Property Owner Name & Title (if applicable) Signature Date

IF APPLICABLE:

Bruce W. Brooks County Administrator [Signature] 5/23/23
Print Responsible Party Name & Title (if applicable) Signature Date



This completed Agreement including Attachment B is part of Exhibit A of the PCPP Agreement and should be sent with the PCPP Agreement to the email mailbox DWM_PRP_PCPP@floridadep.gov or mailed to the letterhead address, Mail Station 4540, Attention: Grace Rivera. Questions about PCPP Conditional Closure Contractor recommendations may be referred to Grace Rivera at (850) 245-8882, or at grace.rivera@floridadep.gov.

BCC Mtg. Date: May 23, 2023



Florida Department of Environmental Protection

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

PETROLEUM CLEANUP PARTICIPATION PROGRAM (PCPP) AFFIDAVIT Pursuant to Section 376.3071(13), Florida Statutes

FDEP Facility ID Number: 48-9813393 / 48-8520431

Facility Name: 7-Eleven #35328 / Former Fire Station #72

Facility Address: 3400 Conway Road / 3410 Conway Road, Orlando, FL 32812

Real Property Owner Name: 7-Eleven, Inc. c/o Environmental Services

Real Property Owner Mailing Address: P.O. Box 711-LOC. 0148, Dallas, TX 75221

Real Property Owner Telephone Number: 972-828-7658

Email Address: Shellena.Hussein@7-11.com

Responsible Party's Name: Orange County, Florida c/o Risk Management Division

Responsible Party's Mailing Address: 109 E Church Street, Ste 200, Orlando, FL 32801

Responsible Party's Telephone Number: 407-836-9638

Email Address: tisha.pence@ocfl.net

Date(s) of Petroleum or Petroleum Product Discharge: Unknown

Date Discharge Report Form was submitted to the Department: 10/8/1993

Date Owner/Operator's Written Report of the Contamination Incident was submitted to the Department: 11/11/1993

If petroleum is no longer stored at the above referenced facility, what is the date that petroleum or petroleum product was last stored? 10/4/1993

Is the above referenced site identified by the U.S. EPA to be on, or qualify for listing on the National Priorities List under SUPERFUND? No

Has the above referenced site been declared by the Department to be eligible to participate in any other Florida Inland Protection Trust Fund cleanup programs (Early Detection Incentive Program (EDI), Abandoned Tank Restoration Program (ATRP), the Florida Petroleum Liability and Restoration Insurance Program (FPLRIP), or the Innocent Victim Petroleum Storage System Restoration Program (IVPSSRP))? If so, which one? Not at this time

Was the facility owned by the Federal government when the discharge occurred? No

PETROLEUM CLEANUP PARTICIPATION PROGRAM (PCPP) AFFIDAVIT

CONDITIONS OF PARTICIPATION:

I understand that eligibility to participate in PCPP is not an entitlement or vested right, but is contingent upon available State funding.

I understand that to fulfill the Department's responsibilities under PCPP and the PCPP site rehabilitation agreement the real property owner must grant to the Department access to the facility property upon the Department's request.

I understand that participation in the PCPP does not modify any obligations to comply with any Departmental rules, including Chapters 62-761 and 62-762, Florida Administrative Code.

I understand that PCPP sites are eligible for only \$400,000 of site funding rehabilitation assistance in priority order. Supplemental funding may be available under certain circumstances.

I understand that no site rehabilitation work performed in advance of an executed PCPP site rehabilitation agreement will be eligible for funding assistance.

I understand that at the time State funding is available for the above referenced facility the property owner, operator or person otherwise responsible for site rehabilitation (owner/RP) must:

- a). Pay for the preparation of a limited contamination assessment report (LCAR) to be submitted to the Department; and
- b). Enter into a PCPP site rehabilitation agreement with the Department to meet the required 25% copayment, or 25% cost savings to the Department. or combination of cost savings and copayment.

I understand that the Department will notify me in writing at the above address regarding whether the above referenced discharge is eligible to participate in the PCPP program.

I UNDERSTAND THAT I MAY NOT RECEIVE ANY REMUNERATION (i.e., anything of value), IN CASH OR IN KIND, DIRECTLY OR INDIRECTLY, FROM A PETROLEUM SITE REHABILITATION CONTRACTOR (AGENCY TERM CONTRACTOR (ATC)) PERFORMING SITE CLEANUP ACTIVITIES IN THE PETROLEUM RESTORATION PROGRAM. This prohibition does not allow accepting free assistance from an ATC to gain entrance into an eligibility program. If an ATC assisted you with this application, please provide a copy of the cancelled check or other proof of payment to that contractor for the services provided.

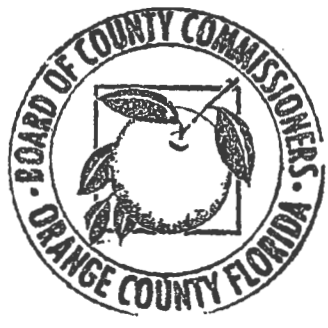
This two page affidavit hereby notifies the Florida Department of Environmental Protection of my intention to participate in the PCPP program.

Bruce W. Brooks
Signature of Owner/RP

Bruce W. Brooks
Print Name of Owner/RP

County Administrator/RP
Title & Relationship to Facility
(Owner/operator/responsible party)

May 23, 2023
Date





FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

November 2, 2023

Sent via email only to addressee at tisha.pence@ocfl.net

Orange County, Florida c/o Risk Management
Ms. Tisha Pence
109 E Church St, Ste 200
Orlando, Florida 32801

Subject: Petroleum Cleanup Participation Program (PCPP) Agreement
Former Fire Station #72 Facility
3410 Conway Road
Orlando, Orange County, Florida
FDEP Facility ID #488520431
Discharge Date: 10/8/1993 PCPP; Score: 30

Dear Ms. Tisha Pence:

Enclosed please find a copy of the fully executed PCPP Agreement and Exhibits A and B with the Participant committing to a 25% cost savings via Risk Management Options Level II closure for the above referenced facility. Siera Sylvester is the site manager for the state and is copied below. They will contact you before work begins. To date, \$52,010.12 has been spent toward the PCPP discharge, with \$347,989.88 remaining for remediation and cleanup.

If you should have any questions, please contact me at (850) 245-8882, e-mail Grace.Rivera@FloridaDEP.gov or at the letterhead address, Mail Station 4580.

Sincerely,

Grace Rivera

Grace Rivera, FCCM, FCCN
PCPP Coordinator / PRP-2
Petroleum Restoration Program
/ds

Attachments: Fully Executed PCPP Agreement w/ Exhibits A and B

cc: File
Siera Sylvester, Site Manager, ssylvester@northstar.com
Neeld Wilson P.G, Gator Engineering & Aquifer Restoration Inc, neeld@garengineer.com
Alan Sakole, Administrative Services Contract, asakole@northstar.com
Isaac Morales, CSCRS, isaac.morales@floridadep.gov

AGREEMENT FOR PETROLEUM CLEANUP PARTICIPATION PROGRAM

This Agreement is entered into by and between the Florida Department of Environmental Protection (hereinafter "Department"), whose address is 2600 Blair Stone Road, Tallahassee, Florida, and Orange County, Florida (hereinafter "Participant"), whose address is 201 S. Rosalind Avenue, Orlando, Florida 32801 (collectively the "Parties") to perform certain site rehabilitation activities for contamination determined eligible for the Petroleum Cleanup Participation Program (hereinafter "PCPP") in accordance with Section 376.3071(13), Florida Statutes (F.S.). The petroleum contamination subject of this Agreement is the discharge(s) date(s) 10/8/1993 at the Former Fire Station #72 (facility name) facility located at 3410 Conway Road, Orlando, Orange County, Florida, DEP Facility ID # 48/8520431.

WHEREAS, in accordance with Section 376.3071(13), F.S., the Department is authorized to provide state funding assistance for petroleum discharges determined eligible for PCPP, based on the site's priority ranking established pursuant to Section 376.3071(5)(a), F.S., and Chapter 62-771, Florida Administrative Code (F.A.C.); and

WHEREAS, in accordance with Section 376.3071(13), F.S., the Department has determined the described contamination eligible and Participant provided the required Limited Contamination Assessment Report (hereinafter "LCAR") or assessment data [Task 5 Natural Attenuation Monitoring (NAM) Report, 3/18/22 (Report Title and Date)] exists and was determined to be sufficient to support the proposed course of action and to estimate the cost of the course of action; and

WHEREAS, the Participant shall provide one of the following: a 25% cost savings to the Department, a 25% copayment by the Participant, or a combination of both a cost savings and copayment that totals 25%.

PARTICIPANT AGREES TO PROCEED UNDER THE SELECTED OPTION
(please select and initial only ONE option and appropriate sub-options if applicable)

1. Participant is providing a 25% cost savings to the Department:

Attached as Exhibit A the agency term contractor's (ATC's) written acceptance to a reduction in its Department ATC rates.

OR

Attached as Exhibit A is the Participant's executed PCPP Conditional Closure Agreement (CCA, including Attachment B Conditional Closure Agreement Contractor Recommendation) with an endpoint of RMO II. Also attach evidence of a properly recorded interim declaration of restrictive covenant.

Participant Initials BUE
If cost savings selected

2. Participant is paying a 25% copayment of the cost to cleanup.

Participant Initials _____
If copayment selected

3. Participant is providing a combination of both a cost savings and copayment equal to 25% of the cost of cleanup (Attached as Exhibit A, recommended ATC's written acceptance to a reduction in its Department ATC rates and the Participant copayment percentage combination).

Participant Initials _____
If combination selected

NOW, THEREFORE, in consideration of the mutual benefits to be derived here from, the Department and the Participant do hereby agree as follows:

GENERAL.

1. All activities associated with the performance of this Agreement shall be in conformance with the provisions of Chapter 376, F.S., and Chapters 62-780, 62-771, and 62-772, F.A.C. The Parties hereto agree that this Agreement shall additionally be subject to the applicable provisions of Chapter 287, F.S.
2. The Participant understands that during the course of site rehabilitation, the Department may, based on the statutes, rules and guidance of the Department, revise a site rehabilitation strategy due to technical or cost considerations.

TERM OF AGREEMENT AND SPENDING LIMITS.

3. This Agreement is effective on the date of execution by the Parties until the earlier of: (1) the Department has determined that rehabilitation is complete pursuant to Chapter 62-780, F.A.C. and issues a Site Rehabilitation Completion Order (SRCO) or Conditional Site Rehabilitation Completion Order (CSRCO); or (2) the funding limitations set forth in Section 376.3071(13)(b), F.S., are exhausted and site rehabilitation has not been achieved.
4. The PCPP program funding cap per eligible PCPP discharge is \$400,000, less any funds previously spent to date, with an additional \$100,000 in auxiliary funding (available via amendment to this agreement if needed for remediation or monitoring in order to achieve a No Further Action determination).

COVENANTS AND REPRESENTATIONS OF THE DEPARTMENT.

5. In accordance with Sections 376.3071, F.S., and rules adopted pursuant to that Section, the Department will prepare Work Assignments, and procure the work as appropriate with the contractor designated and will thereby be responsible to the contractor solely for the Department's percentage of its cost share, whether that cost is 100% after a cost savings has been demonstrated, 75% cost share, or combination of both.

6. The Department will review and approve site rehabilitation activities in accordance with the terms of the procurement orders and Chapter 62-780, F.A.C., and shall make copies of such documents available to the Participant in the electronic site file Oculus (<https://depdms.dep.state.fl.us/Oculus/servlet/login>). The Participant is further advised and understands that the Department may task a locally contracted county with review of site rehabilitation documents or procurement documents under this Agreement.

7. In accordance with Section 287.0582, F.S., the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The Participant understands that this Agreement shall not result in the encumbering of State funds upon execution of the Agreement.

COVENANTS AND REPRESENTATIONS OF THE PARTICIPANT.

8. The Participant represents that he or she or it is qualified to enter into this Agreement and able to fully perform their duties under this Agreement. Participant acknowledges that the responsibilities and obligations of this Agreement survive the transfer of the above referenced facility/property.

9. When the Participant is paying a 25% copayment, or copayment combination, the Participant further agrees that it shall be subject to the prompt payment provisions of Section 215.422, F.S., upon receipt of an invoice for its share of costs from the Contractor, when such invoice is accompanied by a written approval by the Department of the work completed.

10. When Participants are paying a copayment, the Participant shall maintain and provide upon request, documentation that the invoice amount was paid. Failure to timely and adequately pay the contractor and provide proof of that payment to the Department upon request shall be considered a material breach of the PCPP Agreement pursuant to paragraph 14 and may result in loss of eligibility. The Department will request confirmation of payment/ contractor certification either via letter or e-mail after the Department has approved the contractor's work.

11. In accordance with Chapter 376, F.S., it is unlawful for the Participant to receive any remuneration, in cash or in kind, from a Contractor performing cleanup activities subject of this Agreement. This would include an agreement whereby the Participant does not make timely payments of the required copayment when the option of 25% copayment or copayment and cost savings combination.

12. When a Participant is paying 25% copayment or copayment and cost savings combination, the Participant shall maintain books, records, documents and other evidence pertaining to compensation and payments directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The Department, the State of Florida or their authorized representatives shall have access, without cost, except reasonable costs associated with photocopying such records, to such records for audit purposes during the term of this Agreement and for five years following termination of this Agreement.

TERMINATION OF AGREEMENT AND REMEDIES FOR BREACH OF AGREEMENT.

13. This Agreement may be terminated for material breach of obligations by either Party. Material breach means substantial failure to comply with the terms and conditions of this Agreement. A Party terminating the Agreement shall give written notice of the breach to the other Party within 14 days of discovery of facts giving rise to the breach. Such notice shall be of sufficient detail so that the Party allegedly in breach can formulate a remedy. If the breach is remedied within 15 days of the notice, the Agreement shall remain in effect. If the breach is not remedied within 15 days of the notice, the Agreement may be terminated within 15 days of the close of the 15 day remedy period. Failure to timely pay the Participant's 25% co-payment or 25% copayment and cost savings combination is considered a material breach of this PCPP Agreement. In the event that the Department determines, in its sole discretion, that the Participant is in breach of this Agreement, the Department reserves the right to exercise all remedies at law and equity.

14. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Participant to allow public access to all documents, papers, letters or other material regardless of the physical form, characteristics, or means of transmission, made or received subject to the provisions of Chapter 119, F.S., in conjunction with this Agreement (public records). The Department may terminate this agreement without cause with notice to the Participant pursuant to paragraph 16.

15. The parties hereto agree to waive any right to jury trial under this Agreement.

NOTICES.

16. Any notice or written communication required or permitted hereunder between the Parties shall be considered received when delivered via electronically by e-mail or delivered in person or by mail by the appropriate Party Representative. Party Representatives are as follows:

Remainder of page intentionally left blank

Department Representative:

Kenneth Busen, P.G.
PCPP Coordinator
Petroleum Restoration Program
Department of Environmental Protection
2600 Blair Stone Road, MS 4580
Tallahassee, Florida 32399-2400
Phone: (850) 245-8745
E-mail: Kenneth.Busen@FloridaDEP.gov

Participant Representative:

Orange County, Florida c/o Risk Management

Name

Tisha Pence

Title

Environmental Loss Prevention Coordinator

Street Address

109 E Church St, Ste 200

City, State, Zip

Orlando, Florida 32801

Phone

407-836-9638

Email

tisha.pence@ocfl.net

AMENDMENTS.

17. Any amendment to this Agreement must be in writing and signed by the Parties.

ASSIGNMENT.

18. This Agreement shall not be assigned by either Party without prior written consent of the non-assigning Party. The Department will not accept assignment of this Agreement to any person or entity that, in the Department's determination, is unable to reliably comply with the 25% cost savings, co-payment, or combination of both obligation.

CHOICE OF LAW/FORUM.

19. The parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the laws of the State of Florida; and any such actions shall be brought in Leon County, Florida.

RESPONSIBILITY FOR SITE REHABILITATION WHERE CLEANUP COSTS EXCEED SPENDING LIMITATIONS.

20. In accordance with Section 376.3071(13)(f), F.S., in the event that the funding limitations specified in Section 376.3071(13), F.S., are exhausted or exceeded prior to completion of site rehabilitation, the Participant shall be obligated to continue site rehabilitation activities in accordance with Section 376.3071(5), F.S., and Chapter 62-780, F.A.C. If the Participant fails to timely continue the site rehabilitation activities the Department and its contractors) are permitted to continue performing assessment and remedial activities that the Department, at its sole discretion, deems appropriate. The Department will designate its own contractor(s) to undertake site rehabilitation actions without the approval of the Participant or any other party. The Department or its contractor(s) will perform any assessment and remedial activities that the Department, at its sole discretion deems appropriate to address the remaining petroleum contamination. As such, the Department,

at its sole discretion, may choose to undertake assessment or cleanup activities that are less stringent than the requirements of Chapters 62-780 and 62- 777, F.A.C., and which may not result in the issuance of a Site Rehabilitation Completion Order. Pursuant to Section 376.3071(7)(b), F.S., the Department will seek recovery for all sums expended by the Department for actions taken pursuant to this paragraph. Therefore, the Department explicitly reserves its right to seek recovery from the Participant or any other responsible party that amount which was expended by the Department in these matters.

ENTIRE AGREEMENT.

21. It is hereby understood and agreed that this Agreement states the entire agreement and that the Parties are not bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed in this Agreement. This Agreement is binding upon execution of the Agreement and is for the benefit of the Parties and to no other entities or persons not signatories to this Agreement. This PCPP Agreement is the primary Agreement between the Parties and any conflict between the PCPP Agreement and any of the attachments the PCPP Agreement controls. No exhibit or attachment to the PCPP Agreement can modify any statutes, rules, or procedures applicable to the Petroleum Restoration Program.

FOR THE DEPARTMENT:

Natasha
Lampkin

Digitally signed by
Natasha Lampkin
Date: 2023.11.01
16:24:19 -04'00'

Natasha Lampkin
Program Administrator
Petroleum Restoration Program

FOR THE PARTICIPANT:



Participant Signature

Print Name: BURTON W. BROOKS

Title: County Administrator

Date: May 23, 2023



Attachment: Exhibit A



FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

PETROLEUM RESTORATION PROGRAM

PROPERTY OWNER CONDITIONAL CLOSURE AGREEMENT (Agreement) for PCPP discharges

{{Instructions and the process to completing and implementing this Agreement pursuant to Rule 62-772.401(3), F.A.C. are in a separate document and are not intended to modify the terms of this Agreement.}} This agreement is to be used in conjunction with the Petroleum Cleanup Participation Agreement when the Risk Management Option II is selected as the cost savings for the discharge.

The Real Property Owner (Owner), 7-Eleven, Inc. and the Responsible Party (RP), if applicable Orange County, Florida, and the Florida Department of Environmental Protection (FDEP) enter into this Conditional Closure Agreement for Petroleum Cleanup Participation Program discharges (CCA for PCPP) to perform work for the facility located at 3400 Conway Road, Orlando, Florida, FDEP # 9813393 / 8520431 for discharge(s) 10/8/1993. The Owner and, if applicable, RP, agree to a Conditional Closure (Site Rehabilitation Completion Order with Conditions) which uses appropriate controls to close the assessment and remediation of a contaminated site using Risk Management Option II as described in Rule 62-780.680(2), Florida Administrative Code (F.A.C.), where alternative cleanup target levels above the levels in Chapter 62-777, F.A.C., are established for soil and ground water. These alternative cleanup target levels are based on site conditions and the establishment of an institutional and, if necessary, an engineering control. An example of an institutional control is a restrictive covenant with a ground water use prohibition. An example of an engineering control is an impervious surface or cap (such as a paved parking lot) which prevents exposure to contaminated soil and/or prevents rainwater from infiltrating into the soil. Nothing in this Agreement changes the eligibility requirements or priority scoring of the discharges eligible for FDEP funding under the Petroleum Restoration Program. The Owner must have already submitted or is submitting with this agreement a site access agreement (SAA) allowing the FDEP access to the Property, otherwise this request will be rejected. This CCA for PCPP is part of composite Exhibit A of the owner/RP signed PCPP Agreement.

Does the Owner/RP have a present or anticipated contractual or other business relationship with the recommended contractor? YES NO

If Yes, explain _____

Note: Contractor is deemed to have had a business relationship with one of the responsible parties for site contamination if it has had a relationship with a parent organization, or subsidiary, a predecessor or a successor of such party, or if it has been engaged by independent legal representatives on behalf of any such parties. In addition, Contractor will be conclusively determined to have a conflict of interest with regard to any site, if it has given or offered remuneration, in cash or in kind, directly or indirectly, to the site owner or operator, or his or her designee to obtain the work associated with such site.

The Owner, and if applicable RP, and the FDEP agree to the following:

1. The Owner must maintain the restrictions in the Interim Restrictive Covenant [or CSX Memorandum of Understanding (MOU) in the case of CSX owned property]. These restrictions and the covenant cannot be removed without express, written permission from the FDEP Petroleum Restoration Program. Upon recording of the covenant these restrictions will be listed in the FDEP's Institutional Control Registry.
2. Upon achieving the Conditional Closure requirements pursuant to RMO II, per Chapter 62-780, F.A.C., the Owner and the FDEP will either amend or release the interim restrictive covenant [or CSX MOU] based upon the actual circumstances of the remaining contamination and risk.
3. The FDEP will provide funding for costs associated with obtaining a Professional Land Survey (PLS) or specific purpose survey, title report, and recording fees as funding permits within the cap. No costs will be provided by the FDEP for the maintenance of engineering controls, if any, or attorney's fees (the assistance of an attorney is not required to implement this Agreement).
4. In exchange for executing and abiding by the PCPP Agreement the Owner may choose to recommend an FDEP Petroleum Restoration Program Agency Term Contractor (Contractor). Contractor Recommendation (Attachment B) is attached to this Agreement. The Owner may change its recommendation and later recommend another Contractor based on the Contractor's documented poor performance but this Conditional Closure Agreement and Interim Restrictive Covenant [or CSX MOU] will stay in place once executed. Property owner confirms that it has not been given or offered remuneration, in cash or in kind, directly or indirectly, from any FDEP Agency Term Contractor that Applicant may recommend to the FDEP as the contractor.
5. If a Contractor is recommended (see paragraph 4), and such Contractor will not provide the best value to the state for a particular scope of work, the FDEP reserves the right to competitively procure any proposed cleanup activity that meets and/or exceeds the current monetary threshold for e-Quotes in accordance with Section 287.057, F.S.

I, the Property Owner of the above facility, agree that the FDEP may perform assessment and cleanup activities to achieve a Conditional Closure (explained above). I understand that these closure options require that I execute a restrictive covenant (attached) now and may also require that I also maintain the restrictive covenant (or equivalent institutional control) and an engineering control after closure.

7-Eleven, Inc. (Richard Ingram, Sr. Director - Development Strategy & Support)

 10/4/2022

Property Owner Name & Title (if applicable) Signature Date

(If property is owned or the responsible party is an LLC, corporation, partnership or company, the person signing must be authorized by that entity to sign. The Department will check sunbiz.org for evidence of such authorization. If the person signing is not listed with the Department of State on sunbiz.org, the signatory will be asked to provide evidence of its authority to sign and bind the entity owner.)

I, the Responsible Party for the discharge(s) at the above referenced facility, agree that the FDEP may perform assessment and cleanup activities to achieve a Conditional Closure (explained above).

Brian W. Brooks County Administrator  5/23/23

Responsible Party Name & Title (if applicable) Signature Date



Attachment B- Conditional Closure Agreement Contractor Recommendation

[This Attachment is not recorded in the county land records]

Site Name: 7-Eleven #35328 / Former Fire Station #72 FDEP Facility ID#: 9813393 / 8520431
Site Address: 3400 Conway Rd / 3410 Conway Rd, Orlando, FL 32812 Parcel ID #: 08-23-30-000-00-055 / 08-23-30-000-00-054
Property Owner Name & Title: 7-Eleven, Inc.
Property Owner Representative Name & Title: Shellana Hussain, Manager, Environmental Services
Property Owner (or Representative) Phone No. & Email: 972-928-7658, Shellana.Hussain@7-11.com

IF APPLICABLE:

Responsible Party Name & Title: Orange County, Florida c/o Risk Management Division
Responsible Party Representative Name & Title: Tisha Pence, Environmental Loss Prevention Coordinator
Responsible Party (or RP Representative) Phone No. & Email: 407-836-8638 / tisha.pence@ocfl.net

Select one of the Contractor options listed below:

- Allow the FDEP to select a competitively procured contractor for the next scope of work in accordance with s. 287.057, F. S.
- Recommend an FDEP PRP Agency Term Contractor (ATC) from within the same region as the Facility listed in the Conditional Closure Agreement:

ATC Name: Gator Engineering & Aquifer Restoration, Inc. FDEP Contractor ID#: 01216
ATC Representative Name & Title: Neeld Wilson, P.G., President
ATC Representative Phone No. & Email: 407-853-4555 x24, neeld@gateengineer.com

Any recommendation to change the ATC will occur in a manner that allows any work scoped through a Purchase Order (PO) to be completed, unless the Property Owner or, if applicable, Responsible Party can provide evidence of poor performance, in which case the FDEP will determine whether or not to cancel the remaining work under that PO. Additionally, I understand that if a Conditional Closure Agreement has been executed, the Contractor may be changed but the Conditional Closure Agreement remains in place.

7-Eleven, Inc. (Richard Ingram, Sr. Director - Development Strategy & Support) [Signature] 10/14/2022
Print Property Owner Name & Title (if applicable) Signature Date

IF APPLICABLE:

Burton W. Brooks County Administrator [Signature] 5/23/23
Print Responsible Party Name & Title (if applicable) Signature Date



This completed Agreement including Attachment B is part of Exhibit A of the PCPP Agreement and should be sent with the PCPP Agreement to the email mailbox DWM PRP PCPP@floridadep.gov or mailed to the letterhead address, Mail Station 4540, Attention: Grace Rivera. Questions about PCPP Conditional Closure Contractor recommendations may be referred to Grace Rivera at (850) 245-8882, or at grace.rivera@floridadep.gov.

ONLY FOR USE IN CONJUNCTION WITH A
PETROLEUM CLEANUP PARTICIPATION PROGRAM AGREEMENT
PURSUANT TO SECTION 1, CHAPTER 2020-56, LAWS OF FLORIDA (to be
codified in ss376.3071(13)(d), F.S.) DO NOT USE IN CONJUNCTION WITH A
CLOSURE UNDER RULE 62-780, F.A.C.

This instrument prepared by:

Name Richard Ingram, Sr. Director Dev. Strategy and Support

Company (if applicable) 7-Eleven, Inc.

mailing address P.O. Box 711

Dallas, Texas 75221

DECLARATION OF INTERIM RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made by
7-Eleven, Inc. *{{if applicable "a/an Texas Corporation"}}*
{{Full Name of all Property Owners above}} {{If owner is an LLC or a corporation please insert above}}
(hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").
This Declaration is neither extinguished nor affected by the Marketable Record Title Act pursuant to
section 712.03, Florida Statutes (F.S.).

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of
Orange, State of Florida, County Property Appraiser's parcel number 08-23-30-000-00-055 / 08-23-30-000-00-054
more particularly described in the legal description that is recorded in County of Orange
book 10372 and page 0866 Exhibit "1" (copy of the current deed to the property)
attached hereto and made a part hereof (hereinafter the "Property");

B. The FDEP Facility Identification Number for the Property is 48-8520431. The facility name at the
time of this Declaration is 7-Eleven #35328. This Declaration addresses the Petroleum Cleanup
Participation Program (PCPP) eligible discharge(s) reported to the FDEP on the following date(s) 10/8/1993

C. The discharge report(s) set forth what was known about the contamination on the Property at the
time of the report. These reports suggest that contaminants as defined by Chapter 62-780, Florida
Administrative Code (F.A.C.), may exist on the Property.

D. It is the intent that this Declaration provide notice of the contamination and that the restrictions 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 during the cleanup
activities and after. Notwithstanding, the FDEP makes no representations that the restrictions contained herein
are, in fact, sufficient to protect human health and the environment.

E. FDEP has agreed to a cost-savings PCPP Agreement pursuant to Section 1, Chapter 2020-56, Laws of
Florida (to be codified in ss. 376.3071(13)(d), Florida Statutes), upon recordation of this Declaration. FDEP
can unilaterally revoke the PCPP Agreement if the conditions of this Declaration or the PCPP Agreement are
not met. Once the PCPP discharge(s) have meet the requirements of Rule 62-780.680(2), F.A.C., a final
Declaration reflecting final restrictions must be executed and recorded.

F. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property that the Property be held subject to certain restrictions, all of which are more particularly hereinafter set forth. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

NOW, THEREFORE, to induce FDEP to enter the PCPP Agreement 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:

GROUNDWATER USE RESTRICTIONS.

Wells. There shall be no drilling for water conducted on the Property, nor shall any wells be installed on the Property, other than monitoring or other wells pre-approved in writing by FDEP's Division of Waste Management (FDEP DWM), in addition to any authorizations required by the Division of Water Resource Management and the Florida Water Management Districts. If an existing well is located at the Property, it is understood that the contamination at the site may pose a risk to this well and use of the well may pose a risk of exposure from the contamination.

Stormwater. Additionally, there shall be no new stormwater swales, stormwater detention or retention facilities, or (stormwater facilities) on the Property. Construction or expansion of stormwater facilities on the property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment.

Dewatering. For any dewatering activities, a plan signed and sealed by a Florida-registered professional engineer or Florida-registered professional geologist that ensures the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated must be submitted to FDEP's DWM. FDEP DWM will keep the plan in the site file as documentation of site conditions and will rely on this professional certification. In addition, other federal, state, or local permits, laws and regulations may apply to this activity. A copy of all permits obtained for the implementation of dewatering must be provided along with the plan submitted to FDEP's DWM.

SOIL RESTRICTIONS. Soil contamination may exist on the Property, therefore, to reduce the risk of exposure to those using the property, the owner shall ensure that following uses of the property are limited including: residential, recreational, gardening, or other uses that may expose people to contaminated soil. Grantor needs to ensure that the Property is used appropriately considering this risk.

3. For the purpose of monitoring the restrictions contained herein, FDEP is granted a right of entry upon, over and through and access to the Property at reasonable times and notice to GRANTOR.

4. 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.

5. This Declaration shall continue in perpetuity, unless otherwise modified in writing by 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, the FDEP shall record this declaration, and 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 the 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. GRANTOR also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

ATTACH AS EXHIBIT 1 THE CURRENT DEED TO PROPERTY

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, 7-Eleven, Inc. (Grantor) has executed this instrument, this 12 day of July, 2023.

GRANTOR [Signature] Print Name: Richard Ingram
Signature Attorney-in-Fact

Print or Type Company Name & title (if applicable): 7-Eleven, Inc.
Print or Type Full Mailing Address: 3200 Hackberry Rd., Irving, TX 75063

Signed, sealed and delivered in the presence of:

[Signature] Date: 07/12/23
Witness

Print Name: NADA ALI

[Signature] Date: 07/12/23
Witness

Print Name: Aaron Torres

STATE OF Texas)

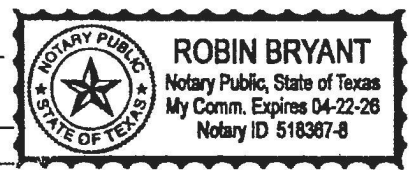
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of July, 2023 by Richard Ingram or by _____ as Attorney-in-Fact for 7-Eleven, Inc.

Personally Known OR Produced Identification
Type of Identification Produced _____

[Signature]
Signature of Notary Public

Print Name of Notary Public
Commission No. _____
Commission Expires: _____



IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this 7th day of Sept, 2023

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Natasha Lampkin
Signature

Name: Natasha Lampkin
Title: Program Administrator
Petroleum Restoration Program
2600 Blair Stone Road, Mail Station 4545
Tallahassee, Florida 32399-2400

Signed, sealed and delivered in the presence of:

Witness: [Signature] Date: 9-7-2023
Print Name: ISAAC MORALES

Witness: [Signature] Date: 9-7-2023
Print Name: Jennifer James

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this 7th day of September, 2023, by Natasha Lampkin
as representative for the Florida Department of Environmental Protection.

Personally Known OR Produced Identification
Type of Identification Produced _____

Brittany Wright
Signature of Notary Public
Brittany Wright
Print Name of Notary Public
Commission No. HH316191
Commission Expires: 9/25/2026



BRITTANY WRIGHT
Commission # HH 316191
Expires September 25, 2026

Rec Fee: \$44.00

Deed Doc Tax: \$4,375.00

Mortgage Doc Tax: \$0.00

Intangible Tax: \$0.00

Martha O. Haynie, Comptroller

Orange County, FL

Ret To: SIMPLIFILE LC

WHEN RECORDED, MAIL TO:

7-Eleven, Inc.
Attention: Kristen Williams Cook, Esq.
7-Eleven, Inc. (Loc. 35328)
1722 Routh Street, Suite 1000
Dallas, TX 75201-2506

SEND SUBSEQUENT TAX STATEMENTS TO:

7-Eleven, Inc.
Attention: Tax Department (35328)
1722 Routh Street, Suite 1000
Dallas, TX 75201-2506

SPECIAL WARRANTY DEED

3400 SOUTH CONWAY ROAD, LLC, a Florida limited liability company, with a principal address of 3333 South Orange Avenue, Suite 200, Orlando, Florida ("Grantor"), **GRANTS, BARGAINS AND SELLS** to **7-ELEVEN, INC.**, a Florida corporation, with a principal address of 1722 Routh Street, Suite 1000, Dallas, Texas 75201-2506 ("Grantee"), for the sum of **TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION**, that certain property situated in Orange County, Florida, more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

BEING AND INTENDED TO BE same property conveyed to Grantor by Warranty Deed filed of record in the Official Public Records of Orange County, Florida, on December 3, 2004, in Book 7723, Page 4026 and further known as Tax Parcel Nos. 08-23-30-0000-00-054, 08-23-30-0000-00-055 and 08-23-30-0000-00-083.

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, belonging or in anywise appertaining, to Grantee, its successors and assigns, forever. GRANTOR, for itself and its successors, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that it has not done, or suffered to be done, anything whereby the Property is, or may be, in any manner encumbered or charged, except as set forth above, and that it will **SPECIALLY WARRANT AND FOREVER DEFEND** the Property against all persons lawfully claiming the same by, through or under it, but not otherwise, subject to the Conditions (as herein defined).

SUBJECT TO (i) current taxes and assessments not yet delinquent and taxes and assessments for subsequent years; and (ii) those particular matters of record shown on Exhibit B attached hereto and incorporated herein ("Conditions").

IN WITNESS WHEREOF, Grantor has duly executed this Special Warranty Deed this

1st day of May, 2012.

NCS-446165
Return to: 11R16894 NDS
Republic Title of Texas Inc.
2626 Howell Street
10th Floor
Dallas, TX 75204-4064

Doc # 20120236750
#184388; Loc. 35328 FL

5/4/12

Signed in the presence of:

Joan M Fisher
Witness

Joan M Fisher
Printed Name

Kathleen M Rice
Witness

Kathleen M. Rice
Printed Name

GRANTOR:

3400 SOUTH CONWAY ROAD, LLC,
a Florida limited liability company

By: Carter-Crossman Investments, Ltd., a Florida
limited partnership, its sole Member

By: Carter Crossman Management, Inc.,
a Florida corporation, its General Partner

By: [Signature]
Daryl M. Carter, President

ACKNOWLEDGMENT

STATE OF FLORIDA §
§
COUNTY OF ORANGE §

BEFORE ME, the undersigned, a Notary Public in and for the aforesaid jurisdiction, on this day personally appeared Daryl M. Carter, as President of Carter-Crossman Management, Inc., General Partner of Carter-Crossman Investments, Ltd., as sole Member of 3400 South Conway Road, LLC, a Florida limited liability company, who is personally known to me to be the person whose name is subscribed to the foregoing instrument ~~or who has produced~~ as-identification, and acknowledged to me that the same was executed as the act of such company for the purpose and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of May, 2012.

Joan M Fisher
(Notary Signature)

Joan M Fisher
(typed or printed name)



My Commission expires: 07/16/2013

EXHIBIT A

(Legal Description)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 08, TOWNSHIP 23 SOUTH, RANGE 30 EAST; RUN THENCE WEST 105.00 FEET TO A STAKE; THENCE SOUTH 105.00 FEET, THENCE EAST 105.00 FEET TO THE EAST LINE OF SAID ¼ SECTION; THENCE NORTH 105.00 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT ROAD RIGHT-OF-WAY ON THE NORTH AND EAST; AND

BEGIN 35.00 YARDS (105.00 FEET) WEST OF THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 08, TOWNSHIP 23 SOUTH, RANGE 30 EAST; RUN WEST 35.00 YARDS (105.00 FEET); SOUTH 70.00 (210.00 FEET) YARDS; EAST 35.00 YARDS (105.00 FEET); NORTH 70.00 YARDS (210.00 FEET);

LESS AND EXCEPT ROAD RIGHT-OF-WAY ON THE NORTH

PARCEL 2:

BEGIN 35.00 YARDS (105.00 FEET) SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 08, TOWNSHIP 23 SOUTH, RANGE 30 EAST; RUN SOUTH 35.00 YARDS (105.00 FEET); WEST 35 YARDS (105.00 FEET); NORTH 35.00 YARDS (105.00 FEET); EAST 35.00 YARDS (105.00 FEET); TO THE POINT OF BEGINNING:

LESS AND EXCEPT ROAD RIGHT-OF-WAY OVER THE EAST 30.00 FEET; ALSO

LESS AND EXCEPT THAT PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 08, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 08; THENCE RUN SOUTH 89°43'30" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 08, A DISTANCE OF 1327.66 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 08; THENCE RUN SOUTH 00°02'43" EAST, ALONG THE EAST LINE OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 08, A DISTANCE OF 210.00 FEET; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89°45'59" WEST, A DISTANCE OF 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF CONWAY ROAD

(STATE ROAD 15), FOR A POINT OF BEGINNING; THENCE RUN NORTH 00°02'43" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 105.00 FEET; THENCE RUN SOUTH 89°45'59" WEST, A DISTANCE OF 22.00 FEET; THENCE RUN SOUTH 00°02'43" EAST, A DISTANCE OF 105.00 FEET; THENCE RUN NORTH 89°45'59" EAST, A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

BEGINNING 210.00 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 08, TOWNSHIP 23 SOUTH, RANGE 30 EAST, RUNNING WEST 210.00 FEET, THENCE SOUTH 30.00 FEET; THENCE EAST 210.00 FEET; THENCE NORTH 30.00 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT ROAD RIGHT-OF-WAY OVER THE EAST 30.00 FEET THEREOF;
AND

BEGINNING 240.00 FEET SOUTH OF THE NORTHEAST 1/4 OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 08, TOWNSHIP 23 SOUTH, RANGE 30 EAST, AND RUNNING THENCE WEST 210.00 FEET; THENCE SOUTH 30.00 FEET; THENCE EAST 210.00 FEET; THENCE NORTH 30.00 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT ROAD RIGHT-OF-WAY OVER THE EAST 30.00 FEET THEREOF;
ALSO

LESS AND EXCEPT THAT PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 08, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA;
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 08; THENCE RUN SOUTH 89°43'30" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 08, A DISTANCE OF 1327.66 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 08; THENCE RUN SOUTH 00°02' 43" EAST, ALONG THE EAST LINE OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 08, A DISTANCE OF 270.00 FEET; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89°45'59" WEST, A DISTANCE OF 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF CONWAY ROAD (STATE ROAD 15), FOR A POINT OF BEGINNING; THENCE RUN NORTH 00°02'43" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN SOUTH 89°45'59" WEST, A DISTANCE OF 22.00 FEET; THENCE RUN SOUTH 00°02'43" EAST, A DISTANCE OF 24.26 FEET TO A POINT ON A CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 12298.50 FEET; THENCE FROM A CHORD BEARING OF SOUTH 00°07'43" EAST RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°09'59" SECONDS, A DISTANCE OF 35.74 FEET; THENCE DEPARTING SAID CURVE, RUN NORTH 89°45'59" EAST, A DISTANCE OF 21.95 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
PERMITTED EXCEPTIONS

Taxes and assessments for the year 2012 and subsequent years, which are not yet due and payable.

Easement granted to Florida Power Corporation by instrument recorded in Book 1712, Page 344.

Consequences, if any, of the following matters as disclosed on the Survey of Altamonte Surveying and Platting, Inc., certified to by Michael W. Solitro, PLS No. 4458, dated July 23, 2011, last revised November 7, 2011.

- a) Asphalt Pavement crosses into adjoining property by at most 2.2';
- b) Concrete Curb crosses into adjoining property by at most 0.2';
- c) Chain Link Fence crosses into adjoining property by at most 2.0';
- d) Stripped Parking Area crosses onto Subject Property by at most 0.4';
- e) Concrete Drive crosses into adjoining property by at most 1.9'; and
- f) Building encroaches over the current setback line by 22'



June 16, 2023

Ms. Tisha Pence, CHMM, CIE, CES, CESCO
Orange County Risk Management
109 E Church Street, Suite 200
Orlando, Florida 32801

Subject: Documentation for PCPP Agreement
3410 S. Conway Road
Orlando, Orange County, Florida
FDEP Facility ID Number: 48/8520431

Dear Ms. Pence:

Gator Engineering & Aquifer Restoration, Inc. (GEAR), on behalf of Orange County Florida (OC), is seeking to participate in the Petroleum Clean up Participation Program (PCPP) for a Conditional Closure using Risk Management Option II (RMO II) as described in Rule 62-780.680(2), Florida Administrative Code (F.A.C.). The subject site is an approximate 0.8-acre property located in Section 8, Township 23 South, and Range 30 East. The Site previously operated as Orange County Fire Rescue Fire Station #72.

To qualify, a document is required to evaluate the cost criteria for entering the PCPP Agreement using the RMO II option. OC has indicated they are willing to commit to accepting the more restrictive RMO II closure option if the cost for RMO II closure is documented to be at least 25% less than an RMO I closure option. The following documentation on site background and cost summary is intended to evaluate if the Site qualifies for RMO II. To evaluate the cost comparison of RMO I to RMO II, a thorough review of available files (OCULUS) was conducted by GEAR and reported hereafter chronologically.

SITE BACKGROUND

On October 4, 1993, Petroleum Equipment Contractors (PEC) conducted tank closure activities and prepared a Tank Closure Assessment Report (TCAR) stating, “The former tank was characterized as a 550-gallon capacity steel tank which formerly contained diesel” and “The tank was intact, and the condition of the tank integrity was good, no visible holes or cracks were observed on the tank after removal”. The TCAR also stated that “soil samples collected directly below the tank” were field screened with an FID (flame ionization detector) and “No impacted soils were encountered” that exceeded 15 ppm until 16-18 feet below land surface (bls). “However, during the temporary well (TW-1) placement, installed by Geodrill, Inc. on October 12, 1993, to a depth of 25 feet, at the center of the former tank location, a soil sample was collected directly above the groundwater table (between 16 to 18 feet) which indicated FID equivalent readings greater than 2,000 ppm.”

Groundwater samples collected from TW-1 were submitted to Flowers Chemical Laboratories and tested for “Polynuclear Aromatic Hydrocarbons (PAH), Methyl Tert-Butyl Ether (MTBE), and Volatile Organic Aromatics (VOA’s)” (VOAs: Benzene, Toluene, Ethylbenzene and Total Xylenes (BTEX)). The results are shown in the table below.

Well No.	Sample Date	Total VOA’s (BTEX)	Total Naphthalenes	MTBE
TW-1	10/12/93	16,000 ppb	922ppb	151ppn
State Limit		50	100	50

The TCAR, authored by a geologist, Lawrence Chuwu with C&M Environmental and Geotechnical Services, depicted groundwater flow to the southeast, and the TCAR recommended further assessment.

In 1994, Ardaman & Associates, Inc. (Ardaman) was retained by Orange County Risk Management (OCRM) to prepare a Contamination Assessment Report (CAR). Groundwater analytical results from the shallow monitor wells indicated VOA (BTEX) concentrations of 5,290 µg/L (MW-6) and Total Naphthalenes of 348 µg/L (MW-1), results that closely mirrored PEC’s Tank Closure analytical results. Ardaman’s lithologic cross section to fifty (50) feet in boring TH-1 revealed fine sands underlain by slightly silty fine sands to approximately 48 feet below land surface where a silty clay is encountered. On August 30, 1994, deep monitor well MW-5D was installed next to MW-1 in the former tank pit. MW-5D was double cased with 6” outer casing to 32 feet and a 2-inch inner well screened from 37 to 42 feet.

In July and August of 1994, the groundwater flow was reported to be to the southeast but by October the groundwater flow changed to the southwest and remained to the southwest. This prompted the FDEP to issue a comment letter to OCRM to provide more adequate delineation around MW-6 and explain the sudden change in groundwater flow direction. Monitor wells MW-8 through MW-10D were installed from March 26-27, 1995. MW-10D was a double cased well installed to 42 feet bls with a screen interval from 36.5 to 41.5 ft bls. The CAR was approved on April 20, 1995. Environmental Science & Engineering, Inc. (ESE) submitted a Remedial Action Plan to OCRM on January 9, 1996, followed by a RAP Addendum on May 9, 1996.

On March 19, 1997, the FDEP approved the Site for the Petroleum Cleanup Participation Program (PCPP) based on the October 8, 1993 DRF (diesel discharge).

On June 3, 1997, the FDEP approved a Monitoring Only Proposal prepared by HSA, Inc. based on environmental activities conducted April 23, 1997. On May 23, 1998, the RAP prepared by ESE was approved but no records appear to indicate it was ever implemented.

On January 12, 2000, Sheffield Engineering & Associates (SEA), on behalf of Conway Corner Partnership, LTD. (CCP), submitted an updated CAR documenting groundwater sampling for BTEX and EPA Method 8260 parameters from December 3, 1999 in accordance with FDEP groundwater guidance documents.

In July 2000, SEA submitted a Remedial Action Plan proposing a small excavation of soil (approximately 54 tons) and the installation of 13 sparge wells but the report was incomplete. RAP Addendum(s) were submitted in October 2000 and August 2001, which were approved in December 2001.

On December 20, 2001, SEA submitted a Remediation System Semi-Annual Status Report that detailed the installation of seven sparging wells in the soil contamination near former MW-1 and six additional sparging wells were installed near MW-11 and MW-17 (3 sparge wells each). The 2-inch diameter sparging wells were installed to a depth of 30 feet below land surface. Within 12 months, SEA concluded that the petitioned target levels were achieved and recommended shutting down the air sparging system.

In the report, SEA sampled MW-6A, MW-10D, MW-11, MW-12, and MW-17 on May 17, 2001. As seen in the table below, MW-10D detected constituents of VOAs, specifically Ethylbenzene, Xylenes, and 1,3,5 Trimethyl benzene, as well as Naphthalene. The results were in parts per billion (ppb) as follows:

Well	Acetone	Chloroform	Ethylbenzene	Naphthalene	1,3,5, Trimethylbenzene	Xylenes
MW-6A	<20.0	9.94	586	309	418	2580
MW-10D	<20.0	<1.00	1.20	8.62	2.38	6.20
MW-11	<20.0	2.80	<1.00	<5.00	48.1	<1.00
MW-12	<20.0	<1.00	<1.00	<5.00	78.6	2.99
MW-17	<20.0	1.89	<1.00	<5.00	<1.00	<1.00

The March 22, 2002 and May 2, 2002 Post Active Remediation Monitoring Plan and Addendum (respectively) submitted by SEA was approved by FDEP requesting one-year monitoring of target wells and at the end of 1-year obtain soil samples as follows:

Monitoring Well	Contaminants of Concern	Frequency	Duration	Action Levels
MW-6A Perimeter Well	BTEX, MTBE, PAHs Acetone, Chloroform, 1,3,5 Trimethyl benzene	Quarterly	One Year	1 ppb Benzene 50 ppb MTBE 20 ppb Naphthalene
MW-11 Perimeter Well	BTEX, MTBE, PAHs Acetone, Chloroform, 1,3,5 Trimethyl benzene	Quarterly	One Year	1 ppb Benzene 50 ppb MTBE 20 ppb Naphthalene
MW-12R Contaminated Well	BTEX, MTBE, PAHs Acetone, Chloroform, 1,3,5 Trimethyl benzene	Quarterly	One Year	100 ppb Benzene 500 ppb MTBE 200 ppb Naphthalene
MW-17 Perimeter Well	BTEX, MTBE, PAHs Acetone, Chloroform, 1,3,5 Trimethyl benzene	Quarterly	One Year	1 ppb Benzene 50 ppb MTBE 20 ppb Naphthalene

On June 21, 2002, SEA received a letter from the FDEP regarding the PARM Order rescinding language within the document requiring the collection of soil samples at the end of the 1-year monitoring period. On October 26, 2004, SEA sent a letter to Orange County EPD (OCEPD) indicating the groundwater remediation efforts were being terminated, the monitor wells would remain in place, the remedial system of compressor, piping, etc. would be removed, and the Remediation Factor would remain until state funding became available.

On June 8, 2011, REA Remedial Solutions, L.C. (REA) submitted a letter to the then current property owner regarding the continuation of quarterly well sampling with a modified sampling scheme. Previously selected wells MW-6A, MW-11 (replaced with MW-9), MW-12R, and MW-17 had been reduced to only monitor MW-6A, MW-9 and MW-12R as required by OCEPD. MW-6A and MW-12R sampling constituents remained the same but MW-9 was no longer analyzed for PAHs pursuant to OCEPD recommendations.

On August 16, 2011, OCEPD reviewed the second round of sampling and did not agree to the No Further Action request by REA but recommended continued monitoring. On August 2014, Geosyntec Consultants (Geosyntec) was assigned as the Agency Term Contractor (ATC) under the Petroleum Restoration Program (PRP). During a FDEP site visit in February 2015, monitor wells no longer existed on the Site and the property was occupied by 7-Eleven, Inc. and a Child Care Center. There were no records indicating that the wells were properly abandoned after REA halted monitoring activities.

On February 11, 2015, the FDEP sent a letter to 7-Eleven, Inc. indicating that a site access agreement was required to continue remedial activities, which 7-Eleven signed on April 10, 2015.

In the September 2016 Template Site Assessment Report (TSAR), Geosyntec reported installation of six shallow monitor wells (MW-1 through MW-6) to a depth of 25 feet that were sampled for BTEX/MTBE, VOHs, PAHs, and TRPH; MW-006 was additionally analyzed for EDB and EDC. Soil samples were also collected via direct push technology (DPT) near the former monitoring well and UST locations (SB001-SB006) and sampled according to BTEX/MTBE, PAHs and TRPH. Geosyntec also installed MW-007 and MW-008 in July 2016 which were analyzed for BTEX/MTBE, VOHs, and PAHs. The results and conclusions within the TSAR indicated that soil analytical results for petroleum constituents were not above Soil Cleanup Target Levels (SCTLs), groundwater concentrations exceeded Groundwater Cleanup Target Levels (GCTLs) for 1-methylnaphtahlene, 2-methylnaphtahlene, and 1,3,5-trimethylbenzene, and the extent of the groundwater contamination was delineated. The TSAR also reiterated that the contamination at the Site was associated with the October 8, 1993 Discharge Reporting Form (DRF). The TSAR was approved by the FDEP on September 6, 2016 and requested the completion of a PCPP agreement by the property owner, 7-Eleven, Inc, which was not executed.

From 2019 through 2020, Geosyntec conducted Natural Attenuation Monitoring. In Geosyntec's March 18, 2020 Natural Attenuation Monitoring Report Letter, 1-methylnaphtahlene, 2-methylnaphtahlene, and 1,3,5-trimethylbenzene were detected and Geosyntec recommended limited active remediation in the vicinity of MW-2, MW-4, MW-5, and MW-6. In the March 24, 2020 NAM Report review letter, OCEPD did not agree with the need for active remediation. FDEP once more requested a PCPP Agreement be completed by 7-Eleven on May 5, 2020.

In June 2020, FDEP emailed OCRM requesting the completion of a PCPP Agreement for the October 8, 1993 discharge, designating OC as the responsible party (RP) since Orange County Fire Station #72 was operating the property at the time of the discharge. OCRM contacted the FDEP regarding the PCPP requirements and was notified, "There is no need for the County to submit an LCAR, Site Assessment and Remedial Actions as well as natural attenuation monitoring (2020) were conducted at the facility for the October 8, 1993 PCPP discharge which satisfies the LCAR requirements." FDEP also recommended negotiations be conducted between all qualifying site owners and RPs due to the unusual nuances with this site (multiple property owners, agreements between OC and said property owners to transfer cleanup responsibility, previously paid monies for cleanup, etc.), which were conducted throughout 2020-2023. Ultimately, the necessary agreement documentation with the property owner (7-Eleven) to allow the responsible party (OC) to participate in the PCPP was submitted to the FDEP on June 1, 2023.

Appendix A contains excerpts from the FDEP OCULUS portal.

RMO-I and RMO II CLOSURE COST COMPARISION

The following discussion for the process and estimated costs to either achieve RMO-I or RMO-II type closure assumes the same set of data as discussed above. These cost estimates use approved FDEP cost structure guidance. Exact and specific “means and methods” for each approach are general in nature to understand the estimated cost of each approach. The actual cost for each approach may be slightly higher at the time of performance.

RMO I: To achieve site closure criteria under RMO I, the site will require supplemental assessment to provide the data necessary to prepare a comprehensive Remedial Action Plan, Construction Drawings and Active Remediation to reduce contamination levels in both soil and groundwater to below the respective clean-up target levels using GEAR’s approved ATC rates.

The supplemental assessment would include the installation of five (5) intermediate wells screened from 25 to 35 feet bls [one well in the area of the historical plume and four confirming delineation in the intermediate zone] as well as one (1) double-cased deep well screened from 47 to 52 feet bls with appropriate soil and groundwater sampling parameters of the existing eight (8) shallow wells installed by Geosyntec as well as the newly installed intermediate and deep wells for the gasoline and diesel analytical groups.

Produced soil and groundwater cuttings and development water will also require sampling and disposal. Supplemental Site Assessment would be documented in a TSAR. Upon approval of the TSAR, a Remedial Action Plan (RAP) would be prepared and submitted for approval including Construction Drawings. The subtotal cost for the TSAR and RAP efforts is **\$45,614.60**.

To estimate the remaining remedial costs beyond the RAP, GEAR applied the February 2022 average FDEP costs for RA Construction, Operation and Maintenance, Post Remedial Monitoring, and well abandonment.

RAP Construction	\$ 6,240.56
O&M	\$35,933.78
PARM	\$17,446.42
NAM	\$10,623.72
Well Abandon	<u>\$23,880.42</u>
	\$94,124.90

The total estimated cost for RMO I would be **\$139,739.50**. Estimated RMO-I Process costs are shown within the spreadsheets in **Attachment B**.

RMO II: The basic scope of would include an initial (baseline) round of samples from all existing (8) monitoring wells for diesel and gasoline analytical groups. Following the initial round, three additional (quarterly) rounds of sampling would occur. Each round would be followed by a sampling event report, then by a final sample monitoring report stating over-all conclusions on whether groundwater contamination was stable or shrinking. If that condition existed, then the scope would also include properly abandoning all the wells and submitting the PCPP required documentation for closure under RMO II conditions.

The estimated cost for **RMO II** would be **\$21,415.16**. Estimated RMO-II Process costs are shown within the spreadsheets in **Attachment C**.

CONCLUSION

RMO II costs are conservatively estimated to be at least 85% less expensive than pursuing closure using the RMO I process. It is GEAR's professional opinion that RMO II should be pursued at this site under PCPP.

We appreciate the opportunity to offer our professional services on this project. If you have any questions concerning this proposal, please contact me at 407-853-4555 x 24.

Sincerely,
Gator Engineering & Aquifer Restoration, Inc.



Nelson N. Wilson P.G.
President

Attachments:

- A. Historic Documentation
- B. ATC Estimated Costs for RMO I
- C. ATC Estimated Costs for RMO II

BCC Mtg. Date: May 23, 2023

7-Eleven Store 35328
3400 S. Conway Rd.
Orlando, FL

Prepared by and return to:
Aleas Koos, Assistant County Attorney
Orange County Attorney's Office
P.O. Box 1393
Orlando, FL 32802-1393

Project: Former Fire Station 72
Address: 3410 Conway Road, Orlando, Florida 32812
Parcel Identification Number: 08-23-30-0000-00-054

TEMPORARY ACCESS AGREEMENT

THIS AGREEMENT, dated as of the date of last execution below, is entered into by and between 7-ELEVEN, INC., a Texas corporation ("7-Eleven"), having an address of 3200 Hackberry Road, Irving, Texas 75063 and Orange County, Florida, a charter county and political subdivision of the State Florida ("Grantee"), having an address of P. O. Box 1393, Orlando, Florida 32802-1393;

WITNESSETH:

WHEREAS, on October 8, 1993, Grantee submitted a Discharge Reporting Form to the Florida Department of Environmental Regulation for a discharge from the facility located at 3410 Conway Road, Orlando, Florida (the "Property");

WHEREAS, on March 21, 1997, the Florida Department of Environmental Protection ("FDEP") determined that the Property appears to be eligible to participate in the Petroleum Cleanup Participation Program in accordance with Section 376.3071(13), Florida Statutes;

WHEREAS, 7-Eleven is the current owner of the Property;

WHEREAS, Grantee intends to enter into an Agreement for Petroleum Cleanup Participation Program with the FDEP pursuant to which FDEP and/or Grantee will perform monitoring, investigation and remediation of the Known Contamination (as hereinafter defined) on the Property and Grantee will provide cost savings to FDEP or pay for a portion of the costs of such activities ("PCPP Agreement"); and

WHEREAS, Grantee has requested access to the Property to conduct such monitoring, investigation and remediation of the Known Contamination on the Property as may be required by the appropriate federal, state and local governmental agency.

NOW, THEREFORE, for and in consideration of the mutual covenants, obligations and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

- (a) "Known Contamination" means those Petroleum Product or Petroleum Products' Chemicals of Concern in groundwater at, in, on, or under the Property that arose from Grantee's historic operations at or near the Property.
 - (b) "Petroleum" has the meaning set forth in Section 376.301, Florida Statutes.
 - (c) "Petroleum Product" has the meaning set forth in Section 376.301, Florida Statutes.
 - (d) "Petroleum Products' Chemicals of Concern" has the meaning set forth in Section 376.301, Florida Statutes.
 - (e) "Restoration" means repair of damage to any property, facilities, fixtures or improvements of 7-Eleven located in the Affected Area or adjacent thereto, including without limitation parking areas, driveways, walkways, recreational facilities and landscaping, if such damage is incidental to the exercise of Grantee's rights, privileges, or obligations under this Agreement to the same or better previously existing condition (and, if applicable, same grade level).
2. Subject to execution of Exhibit C by FDEP's Agency Term Contractor, 7-Eleven hereby grants to Grantee and FDEP a non-exclusive license, right, and privilege of ingress and egress, over, across and under the area shown on Exhibit A (the "Affected Area") for the sole purpose of conducting (i) the installation of one or more monitoring wells to conduct such soil and/or groundwater tests in accordance with guidelines prescribed or required by FDEP which are reasonably necessary to investigate and monitor soil and/or groundwater Petroleum Product or Petroleum Products' Chemicals of Concern contamination on or in the vicinity of the Property (collectively, including the installation of such well(s) used in connection therewith, the "Monitoring"); (ii) maintenance and repair of all installations ("Maintenance"); (iii) remediation (including, if necessary, installation of a treatment system and/or additional sampling and monitoring wells) of the Known Contamination ("Remediation") and (iv) any necessary Restoration. Notwithstanding anything herein to the contrary, Grantee understands and agrees that it is not permitted to perform any tank or line tests or any other tests of any kind with respect to any underground gasoline tanks, dispenser lines and associated piping and fixtures located on the Property. Notwithstanding anything contained in this Agreement to the contrary, 7-Eleven shall be solely responsible for any costs associated with contamination resulting from its own operations on the Property.
3. PCPP Agreement.
- (a) Grantee expects to enter into the PCPP Agreement to address the Known Contamination after notification from FDEP that rehabilitation funding assistance is available for the Property pursuant to Section 376.308(13)(d), Florida Statutes.
 - (b) It is anticipated that FDEP will perform the Monitoring, Maintenance, Remediation and Restoration to address the Known Contamination

pursuant to the PCPP Agreement, and the Grantee will provide cost savings to FDEP or pay for a portion of the costs of the Monitoring, Maintenance, Remediation and Restoration in accordance with the PCPP Agreement.

4. Owner hereby consents to the selection of any remedial strategy to address the Known Contamination that may be required by the appropriate federal, state and local governmental agency including, without limitation, no further action with controls pursuant to Rule 62-780.680, Florida Administrative Code. 7-Eleven agrees that the Property may be, upon completion of the Monitoring, Maintenance, Remediation and Restoration, deed restricted to the extent required by FDEP to include the following restrictions: (a) for commercial or industrial use, and not for residential use; (b) so that the Property cannot be used for a daycare, school, or park; (c) so that water from the Property cannot be used as a potable source; (d) that an impervious surface, such as asphalt, be maintained at 7-Eleven's expense across the otherwise unimproved portions of the Property; or (e) any other restrictive covenant deemed reasonably necessary by FDEP to protect human health and the environment and which is reasonably acceptable to 7-Eleven. Owner hereby agrees to execute any documentation or agreement required by FDEP to evidence its consent to the remedial strategy or Monitoring, Maintenance, Remediation and Restoration to be conducted pursuant to the PCPP Agreement including, without limitation, the deed restrictions mentioned in this Section, a site access agreement, and a conditional closure agreement. Notwithstanding the foregoing, if the Monitoring, Maintenance, or Remediation requires the removal of any impervious surface on the Property, Grantee will repair such impervious surface after completion of the Monitoring, Maintenance, or Remediation, as applicable.
5. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns. The covenants in this Agreement shall be construed to be covenants running with the Property until this Agreement terminates pursuant to Section 7. Grantee, at Grantee's expense, will record a copy of this Agreement in the Official Records of Orange County, Florida.
6. All notices, requests, and other communications hereunder shall be in writing (except emergency situations which may be telephoned to the Representative herein and then followed in writing) and shall be deemed to have been duly given if delivered by hand, or sent by electronic mail, telex or telecopy, or sent by United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid, in each case addressed as follows:

7-Eleven Store 35328
3400 S. Conway Rd.
Orlando, FL

If to 7-Eleven:

7-Eleven, Inc.
Cypress Waters
3200 Hackberry Road
Irving, Texas 75063
Attention: Jennifer Dart, Manager Environmental Services
jennifer.dart@7-11.com
Phone: 972.828.6592

With a copy to:

Clark Hill PLC
901 Main Street, Suite 6000
Dallas, TX 75202
Attn: Tobias Smith
tsmith@clarkhill.com

If to Grantee:

Orange County, Florida
Orange County Risk Management and Professional Standards
Attention: Director
109 E. Church Street, Suite 200
Orlando, Florida 32802-1393

7. This Agreement shall terminate upon FDEP's determination that rehabilitation is complete pursuant to Chapter 62-780, Florida Administrative Code and issuance of a Site Rehabilitation Completion Order (SRCO) or Conditional Site Rehabilitation Completion Order (CSRCO). Upon such termination, either party may record a notice of termination of this Agreement in the Official Records of Orange County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

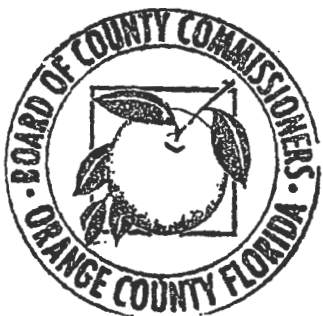
7-ELEVEN, INC.

By: 
Kirk F. Sniff, Attorney-in-Fact

7-Eleven Store 35328
3400 S. Conway Rd.
Orlando, FL

GRANTEE:

ORANGE COUNTY, FLORIDA
By: The Board of County Commissioners



By: *Jerry L. Demings*
for Jerry L. Demings, Orange County Mayor

Date: May 23, 2023

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of the County Commissioners

By: *Jennifer Ann Kinz*

Date: May 23, 2023

7-Eleven Store 35328
3400 S. Conway Rd.
Orlando, FL

EXHIBIT A

Attached Site Map


[Attached – 1 Page]

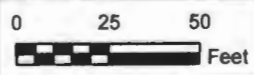
Exhibit A



Background Source: BING

Legend

 Affected Area



G:\Project\1-2480-004\GIS\Exhibit A - Affected Area Map.mxd By: LG

res | **E Sciences**

RES Florida Consulting, LLC d/b/a E Sciences
 34 East Pine Street, Orlando, FL 32801
 Phone: 407-481-8006 Fax: 407-481-8627

PROJECT NUMBER:
 1-2480-004

**Former
 Fire Station #72**

Orange County, FL

Affected Area

SCALE: 1"=50' DATE: 3/30/2022

EXHIBIT
A

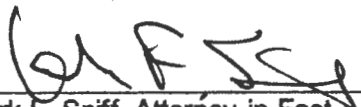
7-Eleven Store 35328
3400 S. Conway Rd.
Orlando, FL

EXHIBIT B
To FDEP Permission to Enter Property Agreement

7-Eleven Store # 35328 (Orlando, FL)
FDEP Facility ID# 9813393 / 8520431

Agency Term Contractor ("ATC") shall contact 7-Eleven's outside legal representative, Clark Hill PLC, by emailing Holli Adams (paralegal) directly at hadams@clarkhill.com to arrange for the processing and execution of the Supplemental Access Agreement between ATC and 7-Eleven.

7-ELEVEN, INC.


Kirk F. Sniff, Attorney-in-Fact

Date: 2/6/2023

Exhibit B

7-Eleven Store 35328
3400 S. Conway Rd.
Orlando, FL

EXHIBIT C

Attached Supplemental Permission to Enter Property

[Attached – 2 Pages]

7-Eleven # _____

_____, FL
FDEP # _____

SUPPLEMENTAL PERMISSION TO ENTER PROPERTY

This SUPPLEMENTAL PERMISSION TO ENTER PROPERTY (the "Supplemental Agreement") is made as of the ____ day of _____, 202_, by and between 7-ELEVEN, INC., A Texas Corporation ("Owner") having an address of 3200 Hackberry Road, Irving, Texas 75063 and _____ ("Consultant") having an address of _____.

RECITALS

WHEREAS, 7-Eleven owns the certain parcel of real property located at _____, Florida (the "Property"); and

WHEREAS, Consultant is an Agency Term Contractor ("ATC") under a contract with the Florida Department of Environmental Protection ("FDEP") to provide environmental consulting services in connection with FDEP's Petroleum Restoration Program ("PRP"); and

WHEREAS, FDEP has requested that Owner execute the Permission to Enter Property agreement ("FDEP Agreement") to grant FDEP and Consultant reasonable access to the Property for the purpose of performing the Permissible Activities (as described in Paragraph 3 of the FDEP Agreement); and

WHEREAS, Owner is requesting that this Supplemental Agreement be executed between Consultant and Owner in addition to Owner's executing the FDEP Agreement; and

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Consultant hereby agree as follows:

a. **Consultant Covenants.** Consultant will provide Owner with at least ten (10) days notice prior to each entry onto the Property. The notice must describe in reasonable detail the Permissible Activities to be performed, the location of the Permissible Activities on the Property, and an estimate of the duration of the performance of the Permissible Activities (collectively the "Work"). If Consultant is performing any Work in the vicinity of gasoline product lines, Consultant must not begin Work until Owner has approved the location of such Work, including but not limited to any monitoring wells, soil borings, and/or treatment systems. Consultant will schedule the Work at reasonable times convenient to Owner and take all steps reasonably necessary (including, but not limited to, performance of Work during non-peak business hours and on non-peak business days with respect to Owners business on the Property) to prevent injury or damage resulting from the Work to persons or property and to allow the full utilization of the Property by Owner during the performance of the Work. Peak business hours are the following: 6:00 a.m. – 10:00 a.m. and 4:00 p.m. – 7:00 p.m. Peak business days are the following: Memorial Day and the two preceding weekend days; July 3rd; July 4th; July 10th; July 11th; and Labor Day and the two preceding weekend days. Owner has the right to have a representative present on the Property during the Work and the right to obtain split samples at its own cost to be provided by Consultant.

b. **Insurance.** Throughout the term of this Supplemental Agreement, Consultant shall, and shall cause its subcontractors to, maintain the following insurance: Worker's Compensation and Employer's Liability Insurance at the statutory amount; Commercial General Liability ("CGL") Insurance with combined single limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate; and Comprehensive Automobile Liability Insurance (owned, non-owned and hired) with a combined single limit of Three Hundred Thousand Dollars (\$300,000.00). Consultant shall deliver a certificate of insurance to Owner evidencing the existence of such policies prior to the

7-Eleven # _____
_____, FL
FDEP # _____

commencement of any Work. In the event Consultant's policies are materially changed, Consultant shall provide thirty (30) day advance written notice to Owner.

c. **Indemnity.** Any indemnification by Consultant to Owner is subordinate to Consultant's indemnification of the FDEP. Subject to that limitation and to the extent that Consultant's obligation to Owner does not conflict with Consultant's indemnity obligation to the FDEP, Consultant shall defend, indemnify, and hold Owner harmless from and against any and all claims, suits, liabilities, costs, expenses (including, without limitation, attorney's fees), and damages, including but not limited to for injury to persons (including death) or damage to property caused by, arising out of, resulting from, or in connection with (i) any act or omission of Consultant or its subcontractors, agents, or employees on or in connection with the Work, (ii) violations or liens that may be filed against the Property as a result of the performance of the Work, and (iii) injunctive relief or other claims sought by any governmental authorities or third parties as a result of the Work. Consultant shall not be required to indemnify Owner for claims, liabilities, damages, losses, or expenses caused by wrongful acts or omissions of Owner. The provisions of this paragraph shall survive the termination of this Agreement.

d. **Notices.** Any notice, demand, request, payment, or other communication that any party hereto maybe required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given if (a) hand-delivered, (b) sent via United States mail service or other reliable express courier service, or (c) sent via electronic mail to the addresses set forth below:

Notice to Owner: 7-Eleven, Inc.
Cypress Waters
3200 Hackberry Road
Irving, Texas 75063
Attn: Shellena Hussein
shellena.hussein@7-11.com

With copy to: Clark Hill PLC
901 Main Street, Suite 6000
Dallas, Texas 75202
Attn: Kirk F. Sniff, Esq.
ksniff@clarkhill.com

Notice to Consultant: _____

Attn: _____
Email: _____

IN WITNESS WHEREOF, the parties have executed this Supplemental Permission to Enter Property under the seal of the date first above written.

7-ELEVEN, INC. ("OWNER")

("CONSULTANT")

By: _____
Kirk F. Sniff, Authorized Attorney-in-Fact for 7-Eleven, Inc.

By: _____
Print Name: _____
As its: _____