



Petroleum Restoration Program SITE ACCESS AGREEMENT

1. The Parties. The undersigned real property owner, SAI Group of Ormond Beach Inc ("Owner"), hereby give(s) permission to the State of Florida, Department of Environmental Protection (FDEP) ("Department") and its Contractor, subcontractors, and vendors ("Contractor"), to enter the Owner's property ("the Property") 1716 Ocean Shore Blvd, Ormond Beach, Volusia County, Florida with FDEP Facility ID # 648622669.

The Property. Owner owns the certain parcel(s) 324109020020 of real property located at 1716 Ocean Shore Blvd, Ormond Beach, Volusia County, Florida (the "Property"), depicted on the attached legal description as Exhibit "A."

2. Permissible Activities. This Site Access Agreement ("Agreement") is limited to activities which may be performed by the Department or its Contractors pursuant to Chapter 62-780, Florida Administrative Code (F.A.C.), without cost to the Owner (unless required in a separate agreement or is statutorily required for FPLRIP or ATRP programs) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. This access is provided only for the contamination either eligible for a state-funded cleanup or is being investigated pursuant to a consent order with the Department. If the contamination is eligible for state funding, nothing herein is intended to modify the requirements and limitations of the eligibility program or order. The following activities are included in this Agreement but are not limited to this list:

- conduct soil, surface, subsurface, and groundwater investigations, including but not limited to entry by a drill rig vehicle and/or support vehicles;
- install and remove groundwater monitoring wells;
- use geophysical equipment;
- use an auger for collecting soil and sediment samples;
- locate existing wells;
- collect waste, soil, and water samples;
- remove, treat and/or dispose of contaminated soils and water;
- remove contaminated soil by digging with backhoes, large diameter augers and similar equipment;
- install, operate, and remove remedial equipment;
- install and remove utility connections;
- trenching for connection of remediation wells to equipment; and
- conduct surveys, prepare site sketches, and take photographs.

3. Duration and Termination of Access. This Agreement is granted, without any fee or charge to the Department or Contractor, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the Department (including its employees and contracted site managers with Teams 5 and 6 or local government, if applicable) immediately upon the execution of this Agreement. However, access for a Contractor can be contingent upon the Owner timely entering into a separate site access agreement with the Contractor (if the Owner wants a separate agreement with the Contractor please check the appropriate box at the end of this document). Such agreement with a Contractor is not binding upon the Department. This Agreement shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative Code, or low-scored site initiative no further

action order pursuant to Section 376.3071(12)(b), Florida Statutes ("Order"). At which time the Owner shall be provided a copy of the Order and this Agreement shall be automatically terminated.

4. Work Performed during Business Hours. The Department and Contractor may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after agreement from the Owner.
5. Environmental Infrastructure and Well Permits. The owner authorizes the Department and the Contractor to act as its authorized representative in signing all required forms and documents necessary for obtaining applicable permits related to environmental infrastructure improvements including well construction, repair, maintenance, modification, and abandonment pursuant to Chapter 373 F.S.
6. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Agreement shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.
7. Proper Disposal of Contaminated Media. The Department and Contractor shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be promptly removed from the Property.
8. Property Restoration. The Department shall pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed before activities associated with contamination assessment or remedial action were taken.
9. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractor when performing the Permissible Activities. Owner shall not damage any equipment including wells, piping, and remediation system that may be located on the Property. Owner shall notify the Department 90 days prior to commencement of any construction, demolition or other work on the Property that may damage or destroy any part of the equipment installed under this Agreement. If the Department anticipates that the remediation equipment will not be used for over one calendar year, the Owner can request removal of the remediation equipment if it is interfering with the operation of the business or with planned construction activities.
10. Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, Florida Statutes, access to the Property is required and Owner may not revoke this Agreement with the Department until the appropriate site rehabilitation completion order is issued under Chapter 62-780.680 or a low- scored site initiative order issued pursuant to Section 376.3071(12)(b), Florida Statutes, is final.
11. No Admission. The granting of this Agreement by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner for any contamination discovered on the Property.
12. Owner's Use of Property. The Owner retains the right to use the Property, and the Department and its Contractors will work with the Owner regarding minimizing activities that may interfere with the Owner's management and use of the Property. However, neither the

Department nor the Contractor are responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity. This agreement does not modify any legal right the parties may have regarding negligent acts.

13. Owner's Release of Claim. If Owner selected a qualified contractor (not an agency term contractor), the Owner hereby releases the Department from any and all claims against the Department performed by the Owner's selected contractor arising from or by virtue of, the Permissible Activities.

14. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, Department employees or Contractors not caused by the negligence or intentional acts of the Owner's agents or employees.

15. Indemnification. The Department does not indemnify the Owner, see paragraph 16. The Contractor has indemnified the Department. However, if the Owner chooses to enter into a separate access agreement with the Contractor, the Contractor is not prohibited from indemnifying Owner as long as such indemnification does not conflict with the Contractor's indemnification of the Department. Where no conflicts exist, any subsequent indemnification by the Contractor to any party associated with the Permissible Activities is subservient and subordinate to the Contractor's indemnification of the Department.

16. Sovereign Immunity. The Department acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees while on the Property.

17. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility number reference above.
<http://depedms.dep.state.fl.us/Oculus/servlet/login?action=login>

18. Entire Agreement. This Agreement shall constitute the entire agreement between the Department and the Owner regarding this grant of access to the Department as stated herein. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon Department unless approved in writing by an authorized representative of Owner and Department.

19. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising from or relating to this Agreement shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.

20. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

21. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.

- A. Are additional requirements attached to this agreement? Note: Additional requirements must be on a separate page titled Exhibit B and include the facility ID#, owner signature and date on the page. If an Exhibit B is not submitted to the Department with the signed Site Access Agreement, the Department will consider that you have changed your selection from "YES" to "NO".

☐ YES

☒ NO

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

☐ YES

☒ NO

- C. If you wish to exercise the option to reject one Contractor prior to assignment of work, please enter an email address _____.
If you do not have an email address, you can enter a telephone number or street address instead.

☐ YES

☒ NO

- D. Do you want the Contractor to contact you to obtain a separate site access agreement? Note: Optional site access agreements between the owner and Contractor must be completed within (90) calendar days. Since such an agreement is neither necessary nor required, state-funded site rehabilitation activities will begin whether or not you and the Contractor have executed this optional agreement.

☐ YES

☒ NO

H.R. Patel
Signature of each Property Owner

[Signature]
Signature of Witness

Hansaben Patel 6/10/2020
Print Name Date

ALPESH BHARUCHA 6/10/2020
Print Name Date

5839 John Anderson Hwy Augler Bch FL 32130
Property Owner Mailing Address

886 295 8722
Property Owner Telephone or Cell Phone Number

okbhvsko@yahoo.com
Property Owner E-mail Address

Accepted by the State of Florida Department of Environmental Protection:

[Signature] for NL
Natasha Lampkin
Program Administrator
Petroleum Restoration Program

Grace Rivera
Signature of Witness

June 12, 2020
Date

Grace Rivera 6-12-2020
Print Name Date

Attachments: Exhibit A- Legal description of the Property.

FDEP Coordinates (Degrees Minutes Seconds) for Facility ID#: 648622669

Latitude 29° 20' 07.8230"
Longitude 81° 03' 37.5050"



FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis
Governor

Jeannette Nuffer
Lt. Governor

Noah Valenstein
Secretary

Memorandum

TO: Tim J. Bahr, P.G.
Director, Division of Waste Management

FROM: Natasha Lampkin
Program Administrator, Petroleum Restoration Program *4-25-19*

SUBJECT: Delegation of Authority for Petroleum Restoration Program
Site Access Agreements

DATE: April 25, 2019

I, Natasha Lampkin, hereby delegate the authority to sign site access agreements for the Petroleum Restoration Program to the following management positions:

Delegate	Position Incumbent	Position Number	Delegation Start
Environmental Administrator	Blake Miller	37011085	04/25/2019
Environmental Administrator	Matt Ingham	37011088	04/25/2019
Environmental Administrator	Ken Busen	37011099	04/25/2019
Environmental Administrator	Susan Fields	37020532	04/25/2019

Delegation of authority to the PRP Environmental Administrators shall be in effect until such delegation is discontinued or further modified. This memo will remain on file providing authority to sign for the Petroleum Restoration Program Team Leader positions identified above, regardless of the individual filling the position. This delegation cannot be further delegated and does not extend to site access orders.

Ec Kenneth Busen
Susan Fields
Matthew Ingham
Blake Miller
Rebecca Robinette
Dawn Cinquino

Exhibit A

Legal Description: S 100 FT OF BLK 2 BTWN ATLANTIC AVE & O S BLVD NORTH ORMOND BCH MB
5 PG 125 INC PER OR 4150 PG 570-571 & OR 5540 PG 4965 PER OR 5956 PG
3264-3265



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Detail by Entity Name

Florida Profit Corporation

SAI GROUP OF ORMOND BEACH INC

Filing Information

Document Number	P06000129209
FEI/EIN Number	20-5678415
Date Filed	10/10/2006
Effective Date	10/10/2006
State	FL
Status	ACTIVE

Principal Address

1716 OCEANSHORE BLVD
ORMOND BEACH, FL 32176

Mailing Address

1716 OCEANSHORE BLVD
ORMOND BEACH, FL 32176

Changed: 01/06/2012

Registered Agent Name & Address

Patel, Hansaben R
5839 John Anderson Hwy
Flagler Beach, FL 32136

Name Changed: 01/15/2016

Address Changed: 01/15/2016

Officer/Director Detail

Name & Address

Title P

PATEL, RAMUBHAI K
5025 NAUTICA LAKE CIRCLE
GREENACRE, FL 33463

Title VP

PATEL, HANSABEN R
5839 John Anderson Hwy
Flagler Beach, FL 32136

Annual Reports

Report Year	Filed Date
2018	01/13/2018
2019	02/08/2019
2020	03/22/2020

Document Images

03/22/2020 -- ANNUAL REPORT	View image in PDF format
02/08/2019 -- ANNUAL REPORT	View image in PDF format
01/13/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
01/15/2016 -- ANNUAL REPORT	View image in PDF format
01/09/2015 -- ANNUAL REPORT	View image in PDF format
02/27/2014 -- ANNUAL REPORT	View image in PDF format
01/23/2013 -- ANNUAL REPORT	View image in PDF format
01/06/2012 -- ANNUAL REPORT	View image in PDF format
02/18/2011 -- ANNUAL REPORT	View image in PDF format
02/17/2010 -- ANNUAL REPORT	View image in PDF format
03/21/2009 -- ANNUAL REPORT	View image in PDF format
01/04/2008 -- ANNUAL REPORT	View image in PDF format
01/04/2007 -- ANNUAL REPORT	View image in PDF format
10/10/2006 -- Domestic Profit	View image in PDF format