

State of North Carolina  
Department of Environment,  
Health and Natural Resources  
Winston-Salem Regional Office

James B. Hunt, Jr., Governor  
Jonathan B. Howes, Secretary  
Leesha Fuller, Regional Manager



DIVISION OF ENVIRONMENTAL  
MANAGEMENT

December 2, 1993

Dan Shine  
Sun/Mid State Oil Company  
4041 Market Street  
Aston, PA 19014

**SUBJECT: MONITOR WELL CONSTRUCTION**  
**PERMIT NO. 40-1070-WM-0539**  
**COUNTY Guilford**  
**FILE NAME: Summit Avenue Sunoco**

Dear Mr. Shine:

In accordance with your application received November 29, 1993, we are forwarding herewith Monitor Well Construction Permit No. 40-1070-WM-0539 for the construction of one monitor well or more as needed in the Charlotte Belt Hydrogeologic Unit.

Henceforth, correspondence and data relating to these well shall be designated as specified in the subject heading above.

This Permit will be effective from the date of its issuance and shall be subject to the conditions and limitations as specified therein.

Sincerely,

Sherri V. Knight  
Groundwater Supervisor

LDC/SVK/ahl

Enclosure

cc: Groundwater Section - Central Office  
Guilford County Health Department  
**WSRO Files**  
McDonald's Corporation - Illinois  
McDonald's Corporation - Raleigh  
Groundwater Technology, Inc.

Groundwater Section, 8025 North Point Boulevard, Suite 100, Winston-Salem, N. C. 27106 within 60 days of well completion, and quarterly thereafter.

5. All additional investigative findings in relation to the pollution sources being monitored, as indicated under "Additional Information" of form GW-22M ("Item J" of form GW-22B) of permit application, are to be submitted to North Carolina Department of Environment, Health and Natural Resources, Groundwater Section, P. O. Box 29535, Raleigh, N. C. 27611 with a copy to North Carolina Department of Environment, Health, and Natural Resources, Groundwater Section, 8025 North Point Boulevard, Suite 100, Winston-Salem, N. C. 27106 within 60 days of well completion, and quarterly thereafter.
6. The well shall be afforded a means of protection against vandalism, damage, or unauthorized use.
7. When any monitor well is no longer useful for its intended purpose, it shall be abandoned in compliance with North Carolina Administrative Code 15. 2C.0113 and a well abandonment form sent to the North Carolina Department of Environment, Health, and Natural Resources, Groundwater Section, P. O. Box 29535, Raleigh, N. C. 27611 with a copy to North Carolina Department of Environment, Health and Natural Resources, Groundwater Section, 8025 North Point Boulevard, Suite 100, Winston-Salem, N. C. 27106.
8. The monitor well shall be constructed in accordance with the Groundwater Section's recommended construction details.
9. A county monitor well construction permit shall be required by the county health departments where applicable. In Forsyth County, contact the Forsyth County Health Department, Division of Environmental Health, P.O. Box 686, Winston-Salem, NC 27102-0686.
10. If additional monitor wells, not shown on the location diagram, need to be constructed, a map showing the proposed location shall be submitted to the Winston-Salem Regional Office, 8025 North Point Blvd., Suite 100, Winston-Salem, NC 27106.

Permit issued this the 2nd day of December 1993

FOR THE NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION

  
\_\_\_\_\_  
Larry D. Coble, Regional Supervisor  
Division of Environmental Management

By Authority of the Environmental Management Commission

Permit No. 40-1070-WM-05399



**GROUNDWATER TECHNOLOGY**  
N.C. Dept. of EHNR

# Letter of Transmittal

Groundwater Technology, Inc.  
1000 Perimeter Park Dr., Suite I, Morrisville, NC 27560  
(919) 467-2227

RECEIVED  
NOV 29 1993

Winston-Salem  
Regional Office

DATE	11/24/93	W.O. NO.
ATTENTION	PERMIT DEPT.	
RE:	Well Permit Application	
	Summit Ave Suncoco	
	1103 Summit Ave.	
	Greensboro, NC	

TO NCDEHNR - GROUNDWATER SECTION  
WINSTON-SALEM REGIONAL OFFICE  
8025 North Point Blvd.  
Winston-Salem, NC 27106

GENTLEMEN:

- WE ARE SENDING YOU  Attached  Under separate cover via \_\_\_\_\_ the following items:
- Shop drawings     Prints     Plans     Samples     Specifications
- Copy of letter     Change order     \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
1	11/5/93		WELL PERMIT APPLICATION - OFF-SITE WELL

THESE ARE TRANSMITTED as checked below:

- For approval     Approved as submitted     Resubmit \_\_\_\_\_ copies for approval
- For your use     Approved as noted     Submit \_\_\_\_\_ copies for distribution
- As requested     Returned for corrections     Return \_\_\_\_\_ corrected prints
- For review and comment     \_\_\_\_\_
- FOR BIDS DUE \_\_\_\_\_ 19 \_\_\_\_\_  PRINTS RETURNED AFTER LOAN TO US

REMARKS Enclosed please find the off-site well permit application  
to install a monitoring well on the McDonald's property  
located adjacent to the Suncoco (G750) station at 1103  
Summit Ave. in Greensboro, NC. This well is being  
proposed to aid in delineating the hydrocarbon plume  
downdradient of the referenced site. If you have any  
questions or require further information, please contact  
me at (919) 467-2227.

Sincerely,

COPY TO Dan Shine - Sun Company, Inc.

SIGNED: Laura Waters

NORTH CAROLINA  
ENVIRONMENTAL MANAGEMENT COMMISSION  
DEPARTMENT OF ENVIRONMENT, HEALTH, & NATURAL RESOURCES

APPLICATION FOR PERMIT TO CONSTRUCT A MONITORING WELL SYSTEM

Date: 11/5/, 1993 County GUILFORD

In accordance with the provisions of Article 7, Chapter 87, General Statutes of North Carolina and regulations pursuant thereto, application is hereby made for a permit to monitoring wells.

- Name of Applicant: SUN/MID-STATE OIL CO. (Telephone: \_\_\_\_\_)  
Applicant's Mailing Address: 4041 MARKET ST., ASTON, PA 19014
- Name of Property Owner (if different from applicant) MCDONALD'S CORPORATION  
Owner's Mailing Address: ONE MCDONALD'S PLAZA, OAK BROOK, IL 60521
- Contact Person: TOM FOWLER (Telephone: \_\_\_\_\_)
- Location of Property: 1101 SUMMIT AVE, GREENSBORO, NC
- Reason for Monitoring Well(s): Environmental Assessment  
(ex: nondischarge permit requirements, suspected contamination, environmental assessment, etc.)
- Type of facility or site for which the monitoring well(s) is needed: Retail Petroleum Station  
(ex: nondischarge facility, waste disposal site, landfill, underground storage tank, etc.)
- Type of contamination being monitored (if applicable): Petroleum Hydrocarbons  
(ex: nutrients, organics, heavy metals, etc.)
- Are any existing recovery wells associated with the monitoring well(s)? No If yes, how many? \_\_\_\_\_  
Recovery Well Construction Permit No. \_\_\_\_\_
- Distance to a known waste or pollution source: Unknown feet
- Are any water supply wells located less than 500 feet from the proposed monitoring wells? No  
If yes, give distance: \_\_\_\_\_ feet
- Well Driller: FISHBUENE DRILLING, INC.
- Registration #: 951
- Driller's Address: CHEESAPERKE, VA

PROPOSED MONITORING WELL CONSTRUCTION INFORMATION

- Total Number of Wells to be constructed: 1 ; (A) Number to be completed in bedrock? 0  
(B) Number to be completed in unconsolidated material? 1
- Estimated depth of well(s): 25 feet
- Gravel or sand pack interval (if appropriate)  
From 5 feet To 25 feet
- Type of casing used: PVC  
(ex: PVC, stainless steel, galvanized steel, etc.)
- Diameter of casing: 2" inches

<b>FOR OFFICE USE ONLY</b>	
<input type="checkbox"/>	PERMITTED ACTIVITY
<input type="checkbox"/>	U.S.T. LEAK DETECTION
<input type="checkbox"/>	GROUNDWATER QUALITY STANDARDS VIOLATIONS SUSPECTED FROM UNPERMITTED ACTIVITIES
<input type="checkbox"/>	NOTICE OF NON-COMPLIANCE AT UNPERMITTED FACILITIES
PERMIT NO. _____	ISSUED _____ 19 _____
INCIDENT # _____	

6. Thickness of casing: 0.154 inches
7. How will the well(s) be secured? locking cap and steel manhole cover.
8. Estimated beginning construction date: 11/15/93
9. Estimated completion date: 11/15/93

**ADDITIONAL INFORMATION**

1. ATTACH A SITE MAP SHOWING THE LOCATIONS OF THE FOLLOWING:
- 1 - PROPOSED MONITORING WELL(S)
  - 2 - ALL EXISTING MONITORING AND RECOVERY WELLS OR TEST BORINGS WITH THE PROPERTY BOUNDARY
  - 3 - ALL WATER SUPPLY WELLS WITHIN 500 FEET OF THE WASTE SOURCES
  - 4 - AT LEAST TWO REFERENCE POINTS (NUMBERED ROADS, INTERSECTIONS, STREAMS, ETC.)
2. PROVIDE A WELL CONSTRUCTION DIAGRAM OF EACH WELL SHOWING DIAMETER, ESTIMATED DEPTH, SCREEN INTERVALS, SAND/GRAVEL PACKS, TYPE OF CASING MATERIAL, CASING WALL THICKNESS, WELL HEAD COMPLETION DETAILS, ETC.)

The Applicant hereby agrees the proposed well(s) will be constructed in accordance with approved specifications and conditions of the Well Construction Permit as regulated under the Well Construction Standards (Title 15A North Carolina Administrative Code, Subchapter 2C) and accepts full responsibility for compliance with these rules.

Laura Water  
 Signature of Applicant or Agent

Subject  
 Title (if applicable)

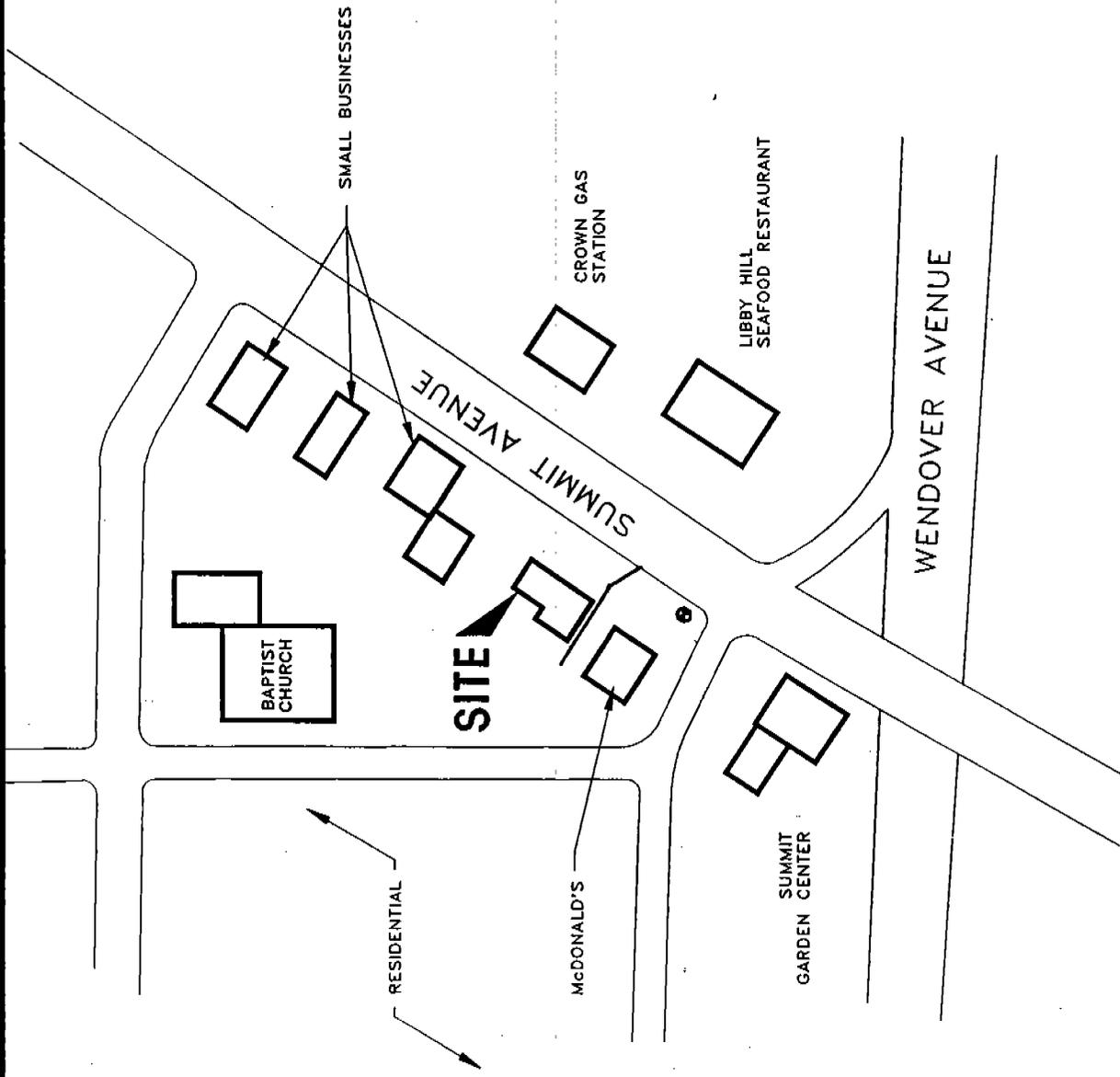
If the property is owned by someone other than the applicant, the property owner hereby consents to allow the applicant to construct monitoring wells as outlined in this application and that it shall be the responsibility of the applicant to ensure that these monitoring wells conform to the Well Construction Standards (Title 15A North Carolina Administrative Code, Subchapter 2C).

McDONALD'S CORPORATION

X Michael J. [Signature]  
 Signature of Property Owner (if different from applicant) cg



● - Proposed Well Location



200 0 200  
 APPROXIMATE SCALE IN FEET

SOURCE: LAW ENGINEERING ADJACENT PROPERTIES  
 GROUNDWATER TECHNOLOGY  
 1000 PERIMETER PARK DR  
 SUITE 1  
 MORRISVILLE, NC 27560  
 (919) 467-2227

REV. NO.: DRAWING DATE: ACAD FILE: 5445-ARE  
 7/26/93

**AREA MAP**

CLIENT: SUN COMPANY, INC. P/M:

LOCATION: 1103 SUMMIT AVE.  
 GREENSBORO, NC PE/RG:

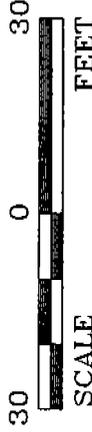
DESIGNED: TLW FKP PROJECT NO.: 053245445  
 FIGURE: 2

**LEGEND**

▤ CATCH BASIN

◆ MONITORING WELL

○ VERTICAL DEFINITION MONITORING WELL



SOURCE: JAMES L. HAINES & ASSOC. - 6/24/93 SURVEY

GROUNDWATER TECHNOLOGY  
 1000 PERIMETER PARK DR  
 SUITE 1  
 MORRISVILLE, NC 27560  
 (919) 467-2227

REV. NO.: DRAWING DATE: 7/19/93 ACAD FILE: 5445-SIT

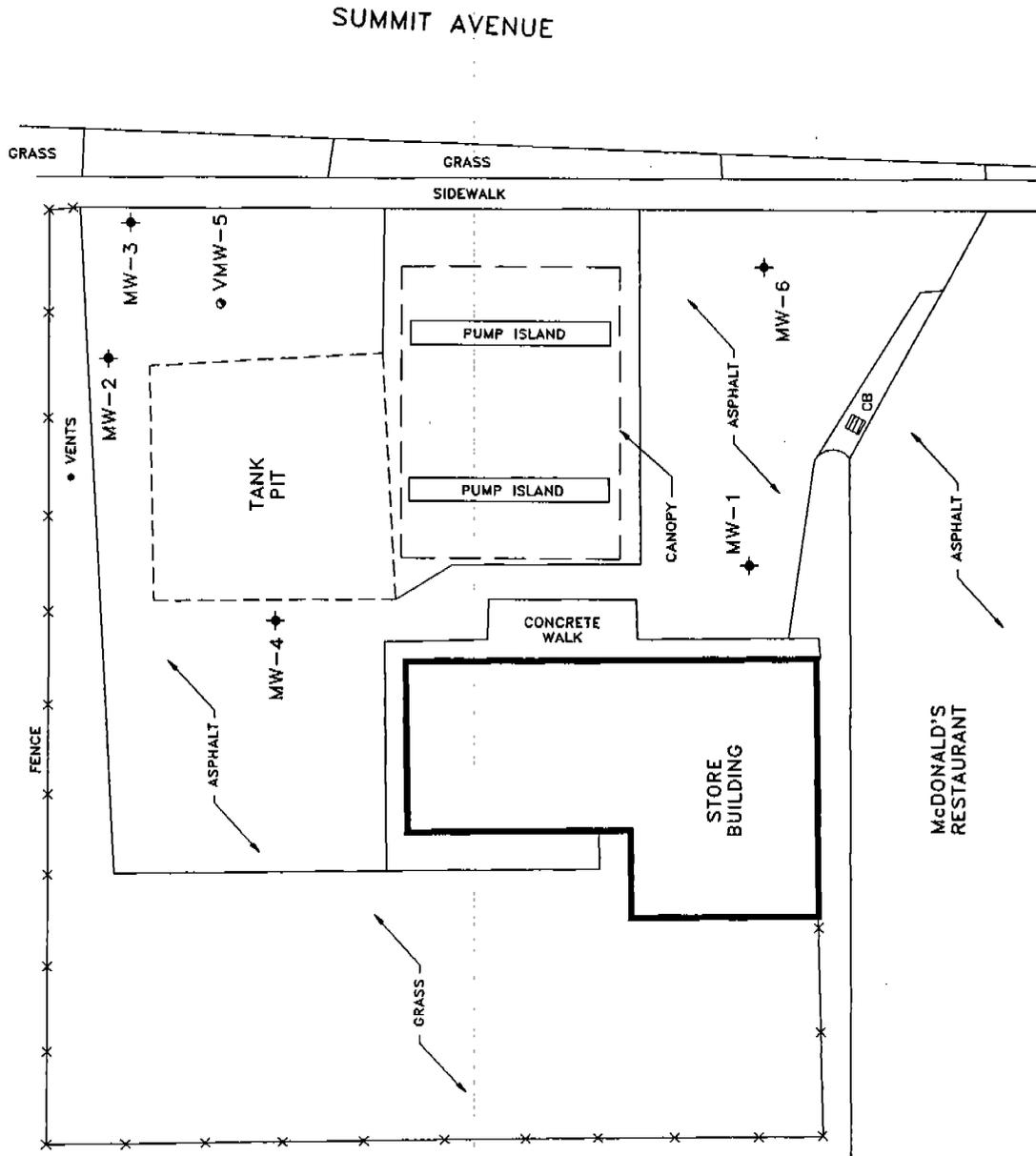
**SITE MAP**

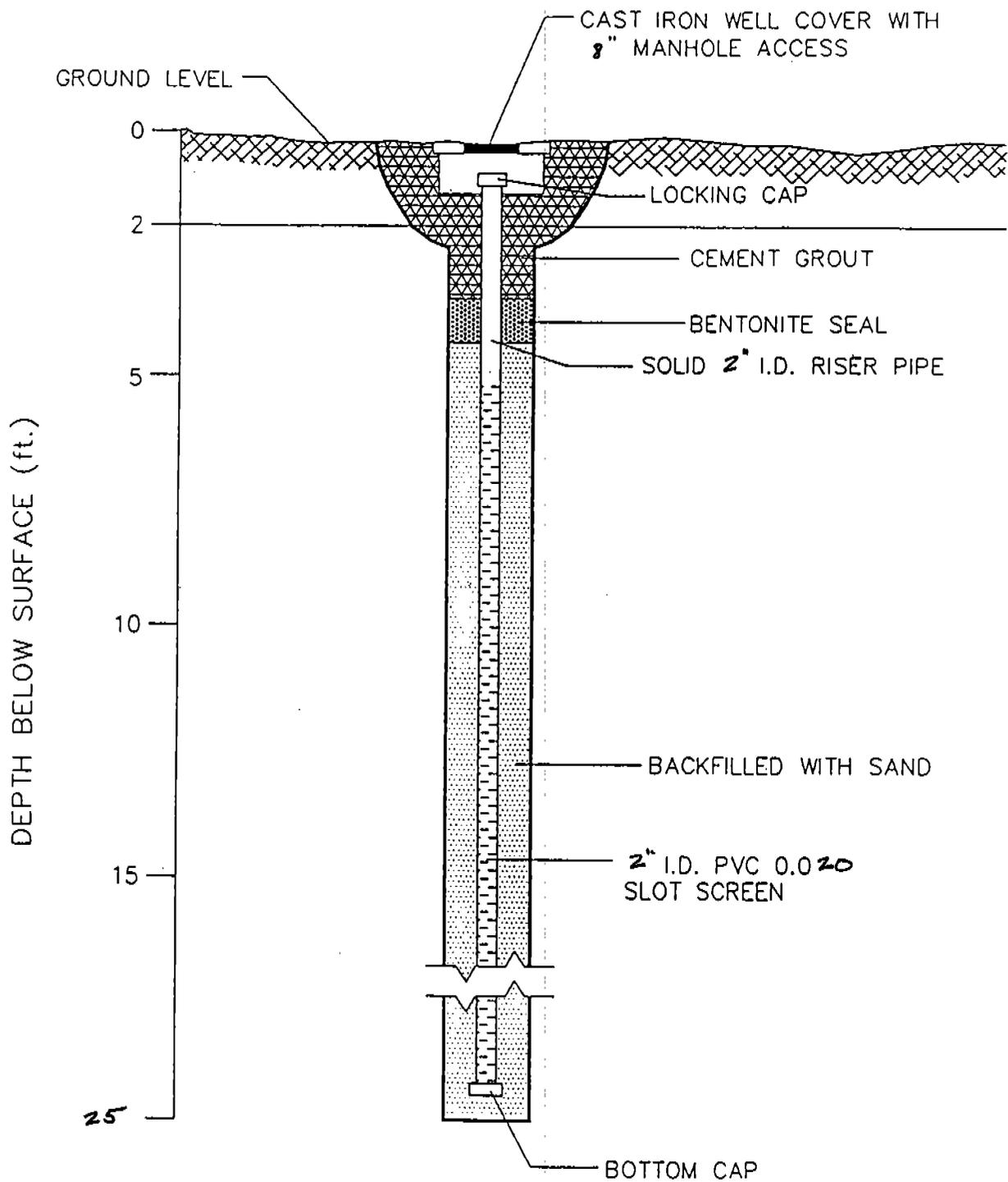
CLIENT: SUN COMPANY, INC. PM:

LOCATION: 1103 SUMMIT AVE. PE/RG:  
 GREENSBORO, NC

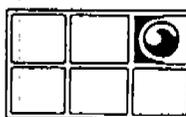
DESIGNED: TLW PROJECT NO.: 053245445  
 DRAWN: FKP

FIGURE: **3**





TYPICAL WELL CONSTRUCTION



GROUNDWATER  
TECHNOLOGY, INC.

GREENSBORO, NC  
1101 Summit Avenue  
L/C: 32-004 File #1956

### TEMPORARY ACCESS AGREEMENT

THIS TEMPORARY ACCESS AGREEMENT ("Agreement") is entered into this 5th day of October, 1993, by and between McDonald's Corporation with an address at One McDonald's Plaza, Oak Brook, Illinois 60521 ("Grantor") and Sun/Mid-State Oil with an address at \_\_\_\_\_ ("Grantee");

### WITNESSETH

WHEREAS, Grantor owns that certain real property more particularly shown on Exhibit A and described on Exhibit A1 (the "Property");

WHEREAS, Grantee is the responsible party for environmental conditions that can be attributed to site operations on that certain property adjoining the Property more particularly labeled "Site" on Exhibit A ("Conditions");

WHEREAS, there may exist certain hazardous conditions in the quality of the groundwater in the vicinity of the Sunoco station located on the Adjoining Property and Grantee has been required by the Department (as hereinafter defined) to monitor and investigate such Conditions;

WHEREAS, Grantee has agreed to implement such measures as may be required on and in the vicinity of the Property; and

WHEREAS, Grantee shall require reasonable access to the Property in order to implement such measures.

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

1. The above recitals are true and correct and made a part hereof.
2. Grantor does hereby grant to Grantee, its agents, employees and contractors, the right to enter the Property for the purpose of conducting the Work (as hereinafter defined).
3. The term of this Agreement shall commence on the date of its last execution and shall continue for five (5) years or until the Winston-Salem Regional Office of the North Carolina Department of Environment, Health and Natural Resources (the "Department") determines that it is no longer necessary to conduct the Work, whichever first occurs. Should the Department require the Work to continue beyond five (5) years, this Agreement may be extended in accordance with Paragraph 13 below.

4. The "Work" shall include:

(a) installation, operation and maintenance of one (1) groundwater monitoring well within the specific location shown on Exhibit A2. The well shall be installed flush to the ground and completed in a concrete pad with a sealed locking cap to prevent unauthorized access;

(b) all access, exit, parking, storage, transport and use of vehicles, equipment, material and personnel over, across and under the Property necessary, in Grantee's reasonable judgment, to accomplish the Work; and

(c) such additional activities as may be required by the Department.

5. Grantee shall provide Grantor with at least three (3) days notice prior to the commencement of the Work at the Property; whereupon Grantee shall be entitled, for the sole purpose of conducting the Work, to access the Property.

6. Upon completion of the Work, Grantee shall repair and restore the Property to a condition equal to that existing immediately prior to the commencement of the Work and remove any equipment used by Grantee in connection with the Work. Grantee shall abandon the well according to the Department's guidelines by filling the annulus of the well with Portland cement grout.

7. During installation, operation and maintenance of the groundwater monitoring well Grantee shall take all steps necessary (including the installation, maintenance and removal of the well during non-peak business hours and at times approved in advance by Grantor) to minimize interference with Grantor's use of the Property during the performance of the Work.

8. The Work shall be undertaken at Grantee's sole cost and expense and shall be performed in a good and workmanlike manner.

9. Grantee, upon Grantor's written request, shall supply Grantor with copies of any and all information, reports, notices and test results which are obtained in connection with the Work and which are submitted by Grantee to the Department.

10. The undersigned specifically represent that they are authorized to execute this Agreement and that the parties have the rights and capacities to perform the acts contemplated by this Agreement.

11. Notices under this Agreement shall be forwarded to the following address:

Grantor: McDonald's Corporation  
3200 Beechleaf Court, Suite 300  
Raleigh, North Carolina 27625  
Attention: Mr. Tom Fowler  
Ref: 1101 Summit Avenue  
Greensboro, North Carolina

WITH A COPY TO:

McDonald's Corporation  
One McDonald's Plaza  
Oak Brook, Illinois 60521  
Attention: Director, Real Estate Legal #091  
Ref: File #1956

Grantee: Sun/Mid-State Oil

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Grantee agrees to indemnify, defend and hold Grantor, its successors, assigns, licensees, subtenants, franchisees, landlords and employees harmless from all claims, liabilities, losses, costs, damages and injuries arising out of, caused by, growing out of, resulting from or occurring in connection with Grantee, its employees, agents, contractors, servants and their employees and agents activities on the Property or Adjoining Property, including any mechanics' liens for labor and/or materials.

Further, Grantee, its successors and assigns, shall hold Grantor, its sublessees, licensees, successors and assigns, harmless and shall indemnify Grantor, its sublessees, licensees, successors, landlords and assigns against all loss, damage, claims, actions, demands, costs, expenses and lost profits (including but not limited to, attorney's fees which may in any way be related to, arise out of, or be associated with Work provided for herein).

13. This Agreement may only be extended or modified by a written amendment signed by each party; shall be governed by the laws of the State of North Carolina; is the complete agreement between the parties; and shall be litigated, if necessary, in the courts of the State of North Carolina or of the United States located in the district of North Carolina in which the Property is located; shall be interpreted so far as possible to give validity and force to accomplish the overall purposes expressed in it. In the event of a dispute, the prevailing party shall be entitled to all other rights and remedies provided in law and equity. This Agreement shall inure to the benefit of and be binding upon each of the parties, their respective successors and assigns.

GRANTOR: McDonald's Corporation

GRANTEE: Sun/Mid-State Oil

By: *Michael J. ...*

By: *David P. ...*

DATE: OCT 05 1993

DATE: 10/21/93

CZG/32-0004A.Doc.



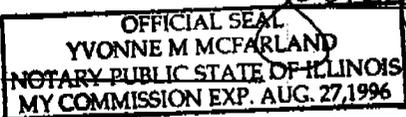
MCDONALD'S  
(ACKNOWLEDGMENT)

STATE OF ILLINOIS  
COUNTY OF DuPage SS:

I, Yvonne M. McFarland, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Michael J. Sise, Assistant Vice-President of McDonald's Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice-President appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Assistant Vice-President and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 5<sup>th</sup> day of October, 1993.

Yvonne M. McFarland  
Notary Public



My commission expires \_\_\_\_\_

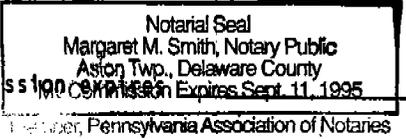
(ACKNOWLEDGMENT - INDIVIDUAL)

STATE OF Pa  
COUNTY OF Delaware SS:

I, MARGARET M. SMITH, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Daniel P. Stone and \_\_\_\_\_ of Sun/Mid-State Oil who (is)(are) personally known to me to be the same person(s) whose name(s) (is)(are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he)(they) signed, sealed and delivered the said instrument as (h )(their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27<sup>th</sup> day of October, 1993.

Margaret M. Smith  
Notary Public



My commission expires \_\_\_\_\_

(ACKNOWLEDGMENT - CORPORATE)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ SS:

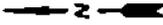
I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, President of \_\_\_\_\_, a(n) \_\_\_\_\_ corporation, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such President and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

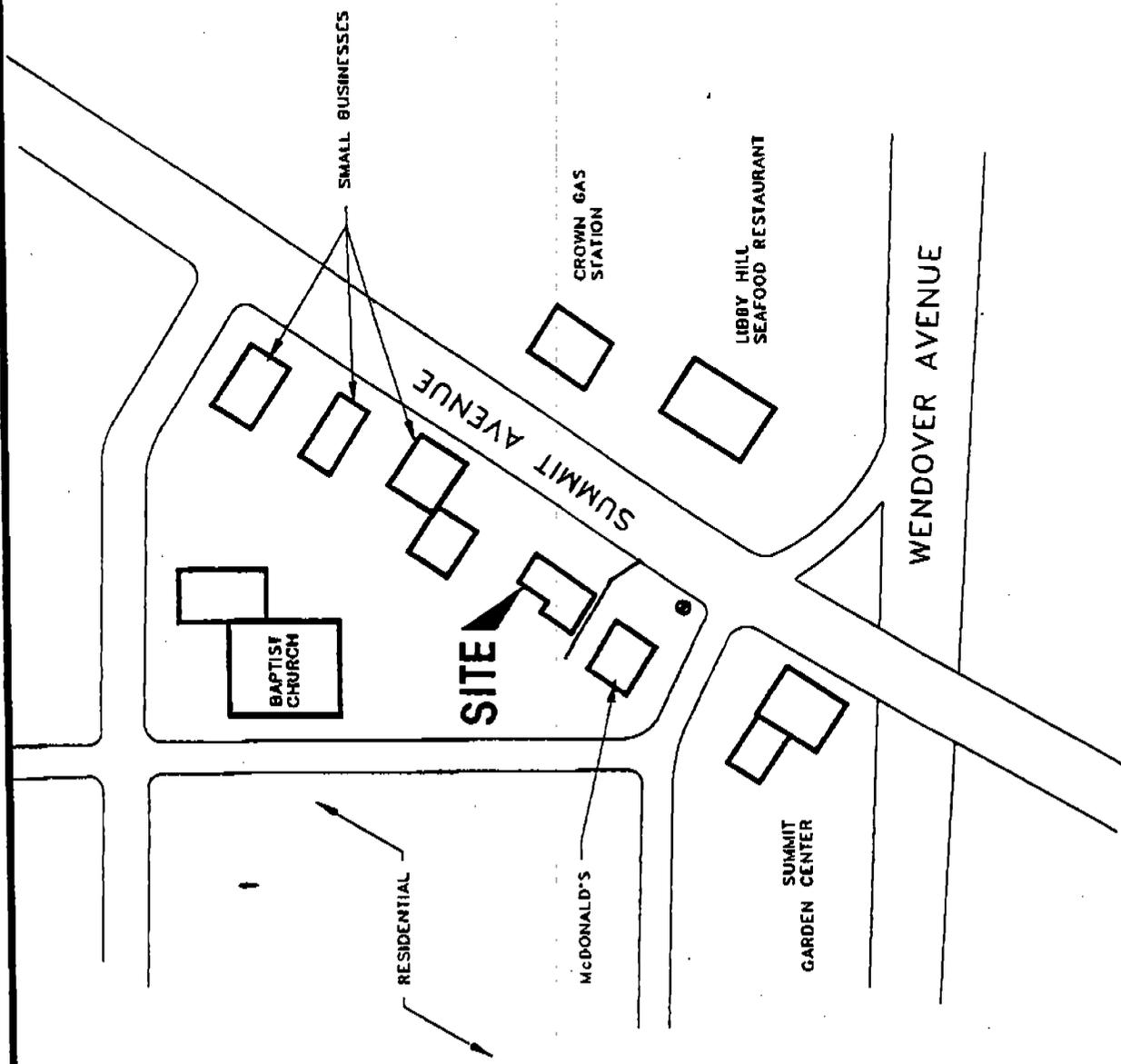
\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

● - Proposed Well Location



APPROXIMATE SCALE IN FEET



SOURCE: LAW ENGINEERING ADJACENT PROPERTIES MAP

100% PERIMETER PAK OR  
 GROUNDWATER SUIT &  
 TECHNOLOGY HERRINGHILL, NC 27540  
 (919) 467-3323

REV. NO.: DRAWING DATE: 7/26/93 ACO FILE: 5445-ARE

**AREA MAP**

CLIENT:	SUH COMPANY, INC.	DATE:	
LOCATION:	1103 SUMMIT AVE. GREENSBORO, NC	PE/RC:	
DESIGNED:	TLW	PROJECT NO.:	053245445
DRAWN:	FKP	FIGURE:	<b>2</b>

BEGINNING at a nail and cap located at the Northwest intersection of Third Street and Summit Avenue and running thence along the North right-of-way line of Third Street North  $63^{\circ}07'30''$  West 178.63 feet to a cut cross in the Northeast intersecting right-of-way lines of Third Street and Walnut Street; thence with the East right-of-way line of Walnut Street North  $3^{\circ}38'30''$  East 120.65 feet to a cut cross; thence leaving said right-of-way line South  $86^{\circ}10'30''$  East 100.00 feet to an existing iron pipe; thence South  $34^{\circ}36'00''$  West 0.61 feet to an existing iron pipe; thence South  $55^{\circ}24'00''$  East 103.20 feet to a cut cross on curb; thence South  $34^{\circ}36'00''$  West 20.00 feet to an existing iron pipe; thence South  $55^{\circ}24'00''$  East 50.00 feet to a nail in the West right-of-way line of Summit Avenue; thence with said right-of-way line South  $34^{\circ}36'00''$  West 110.00 feet to the point of BEGINNING. TOGETHER WITH an easement for the right of ingress, egress and regress for driveway purposes only over the following described tract of land: BEGINNING at a nail in the West right-of-way line of Summit Avenue, said nail being North  $34^{\circ}36'00''$  East 110.00 feet from a nail and cap in the Northwest intersection of Summit Avenue and Third Street; thence from said beginning point North  $55^{\circ}24'00''$  West 50.00 feet to an existing iron pipe; thence North  $85^{\circ}56'20''$  East 64.03 feet to an existing iron pipe in the West right-of-way line of Summit Avenue; thence with said right-of-way line South  $34^{\circ}36'00''$  West 40.00 feet to the point of BEGINNING.

SAVE AND EXCEPT the property required to round off the Northwest intersection of Summit Avenue and Third Street with a curve having a radius of 50.00 feet. SAVE AND EXCEPT the property required to round off the Northeast intersection of Third Street and Walnut Street with a curve having a radius of 20.00 feet.

EXHIBIT A1

Post-It™ brand fax transmittal memo 7671 # of pages 1

To	MARY CHMURA	From	Tom Taylor
Co.	MCDON'S	Co.	
Dept.	R/E LEGAL	Phone #	
Fax #		Fax #	

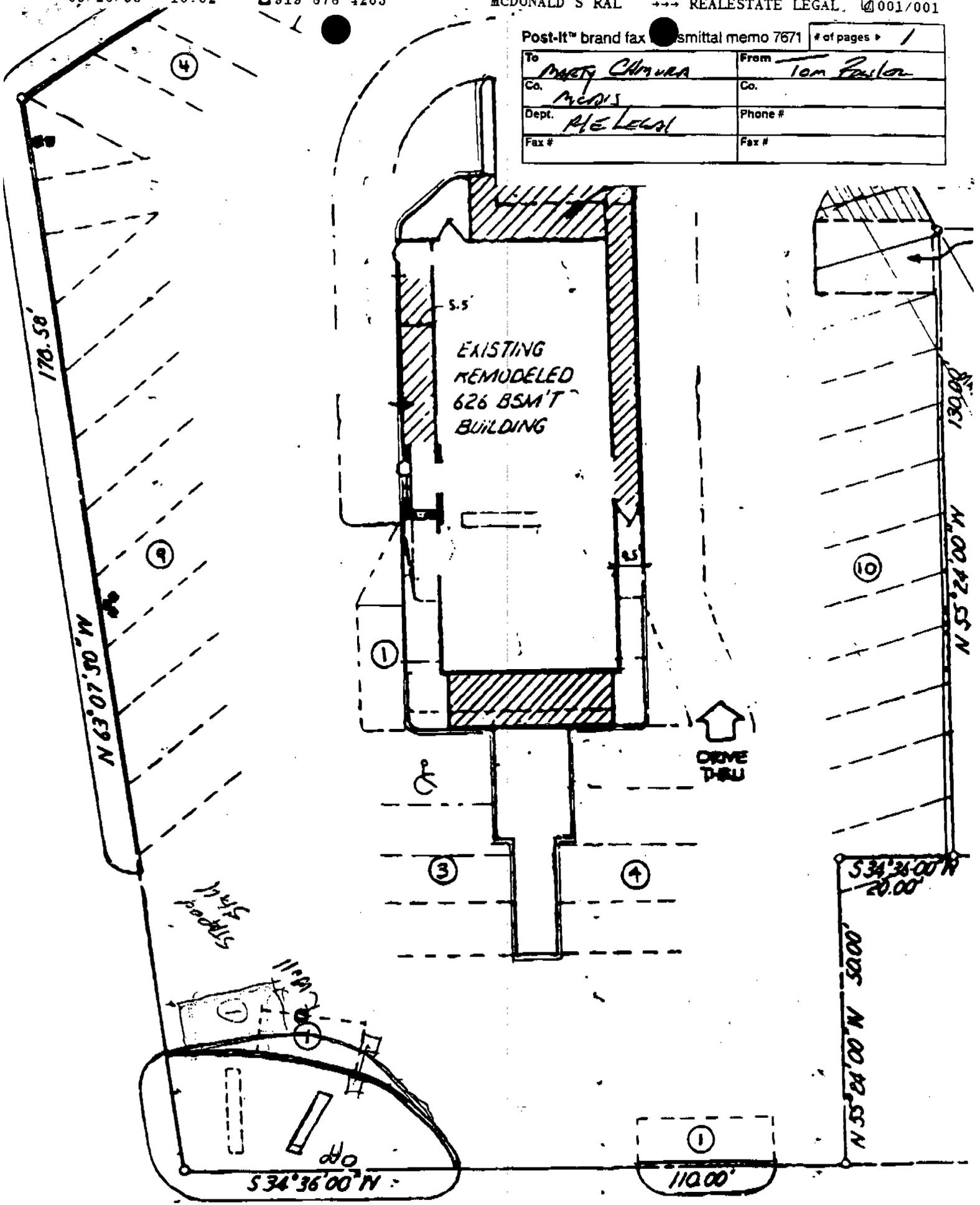


EXHIBIT A2

SUMMIT AVE.