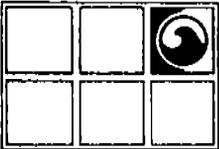


GuCo-MJE



GROUNDWATER TECHNOLOGY®

Groundwater Technology, Inc.

1000 Perimeter Park Drive, Suite I, Morrisville, NC 27560 USA
Tel: (919) 467-2227 Fax: (919) 467-2299

July 5, 1995

Rabbi and Mrs. Richard Hammerman
1472 Old Freehold Rd
Toms River, NJ 08753

RE: Commercial Property
1107 Summit Avenue
Greensboro, NC

RECEIVED
N.C. Dept. of ENHR

JUL 10 1995

Greensboro-Salem
Regional Office

Dear Rabbi and Mrs. Richard Hammerman:

As we discussed on July 3, 1995, Sun Company, Inc., is required to install one groundwater monitoring well hydraulically upgradient from the property located a 1103 Summit Avenue, Greensboro, North Carolina. A copy of the State of North Carolina Department of Health, Environment, and Natural Resources (NCDEHNR) letter requesting installation of the well is Attached. The proposed well will be completed within one day and every attempt will be made to minimize disruption of normal operations at the facility. The well will be fitted with a flush mounted wellhead and will not impede vehicular traffic. A site map showing the approximate location of the proposed monitoring well is Attached.

A completed Site Access and Indemnification Agreement is attached for your consideration. A fully executed access agreement is required before Sun Company can secure the permits necessary to install the well. A copy of the report summarizing data collected during well installation activities will be forwarded to you upon completion.

Your assistance in this matter is greatly appreciated. If you require any additional information, please contact me at (919) 467-2227.

Sincerely,
GROUNDWATER TECHNOLOGY

Herbert E. Berger, Jr.
Lead Geologist
Project Manager

Attachments

- CC: Mr. Daniel Shine (Sun Company)
- Patti Keen (Groundwater Technology; Chesapeake, VA)
- Ms. Sherri Knight (NCDEHNR)
- Mr. Michael J. Zappia (Guilford County Health Department)

NCDEHNR Letter Dated May 9, 1995

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

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



**DIVISION OF ENVIRONMENTAL
MANAGEMENT
GROUNDWATER SECTION**

May 9, 1995

CERTIFIED MAIL Z 117 594 045
RETURN RECEIPT REQUESTED

Mr. Daniel Shine
Sun Company, Inc.
4041 Market Street
Aston, PA 19014

Subject: Summit Avnuc Sunoco, 1103 Summit Avnuc, Greensboro, Guilford County,
NC, Groundwater Incident # 10141

Dear Mr. Shine:

This office has reviewed the revised Comprehensive Site Assessment (CSA) prepared for Sun Company, Inc. for the referenced site by Groundwater Technology. This CSA is conditionally accepted provided that the following issues are addressed in the Corrective Action Plan (CAP):

- (1) Chlorinated solvents are present in well VMW-8 in concentrations above N.C.A.C. Title 15A Subchapter 2J. water quality standards.
- (2) To assess the upgradient extent of the hydrocarbon plume, an additional groundwater monitoring well should be installed. Data from this well should be used to update the horizontal extent maps and vertical cross-sections provided in the CSA.
- (3) Analytical results for groundwater samples tested for lead using Standard Method 3030C have not been included in the CSA.
- (4) Adjacent property owners (along with their names, mailing addresses and telephone numbers) have not been identified in the CSA.

Summit Avenue Sunoco**May 9, 1995****Page 2 of 2**

A Corrective Action Plan (CAP) should be submitted within sixty (60) days of receipt of this letter. See the current *Groundwater Section Guidelines for the Investigation and Remediation of Soils and Groundwater* for guidance on the requirements for Corrective Action Plans. An excerpt from the *Guidelines* is enclosed for your review.

If you have any questions, you may contact Michael J. Zappia at (910) 373-3771.

Sincerely,



Sherri V. Knight
Groundwater Supervisor

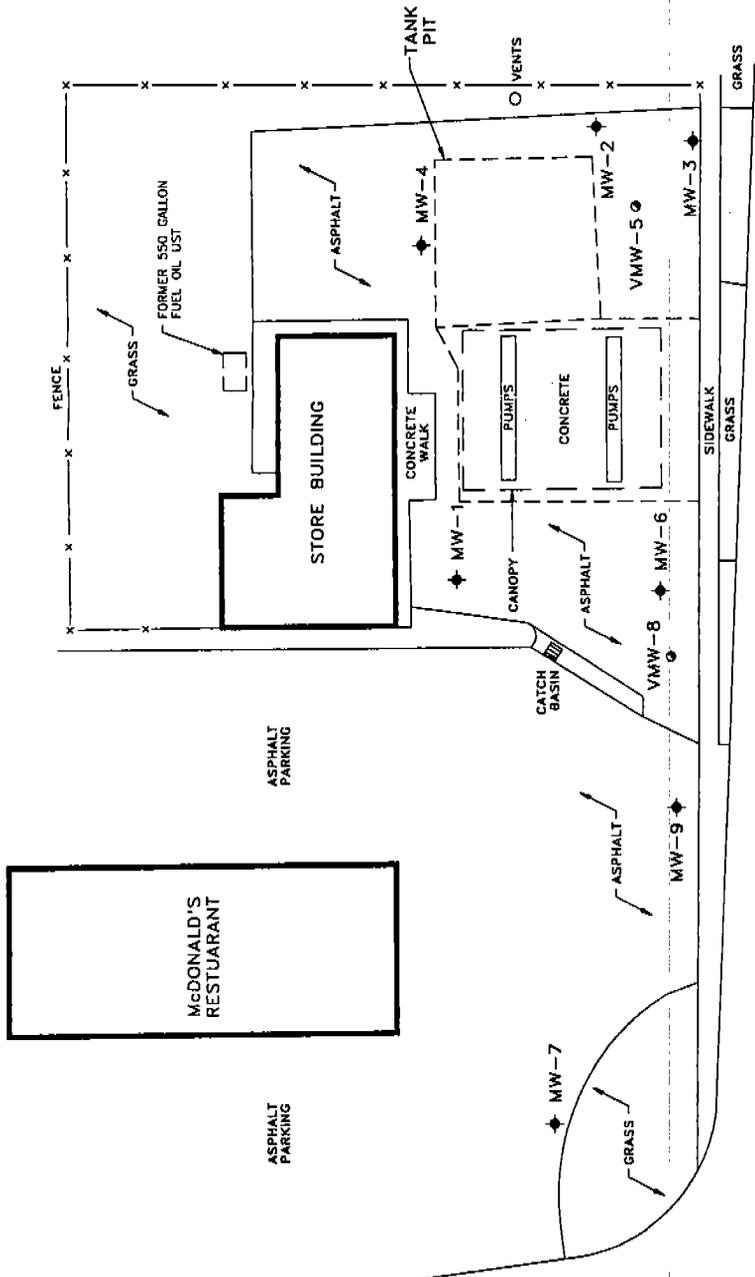
Enclosure

cc: Guilford County Health Department
WSRO

Site Map

LEGEND

- ◆ MONITORING WELL
- VERTICAL DEFINITION MONITORING WELL
- PROPOSED 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: 6/8/95 ACAD FILE: 54451294

PROPOSED WELL LOCATION MAP

CLIENT:	SUN COMPANY, INC.	PM:
LOCATION:	1103 SUMMIT AVE. GREENSBORO, NC	PE/RG:
DESIGNED:	HB	PROJECT NO.:
RTU	053245445	FIGURE:
		1

Site Access and Indemnification Agreement



SITE ACCESS AND INDEMNIFICATION AGREEMENT

This SITE ACCESS AND INDEMNIFICATION AGREEMENT is made and entered into on this 5th day of July 1995 between Sun Company, Inc. (R&M) ("Sun") and Rabbi & Mrs. Richard ("Owner").
Hammerman

WHEREAS, Sun is required by an appropriate government agency to conduct environmental investigation, monitoring or remediation (the "Activity") of contamination which may have emanated from a Sun facility in the vicinity of Owners's property at 1107 Summit Avenue, Greensboro, North Carolina (the "Site").

WHEREAS, Sun desires access to the Site in order to comply with the requirements of the appropriate government agency and conduct the Activity.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

Site Access

- A. (1) Owner hereby grants permission to Sun, its agents and contractors to enter the Site and engage in the Activity. Such permission shall expire at the conclusion of the Activity.
- (2) Owner agrees to undertake and to instruct its lessees, if applicable, to undertake best efforts not to damage or interfere with the operation of equipment brought on the Site by Sun, its agents or its contractor. If Owner intends to perform construction or major modifications to the Site which may impact Sun's activities or equipment, Owner will provide reasonable notice to Sun so that Sun can minimize disruption to the Activity. Owner will be responsible for the cost of Sun's equipment damaged by Owner or its lessee, agents, representatives, and contractors.
- B. (1) Sun, at its cost and expense, will engage in the Activity pursuant to the requirements of the appropriate government agency.
- (2) Sun will use its best efforts not to interfere with the occupants, if any, at the Site.
- (3) Both parties acknowledge and agree that Sun will assume no responsibility for the monitoring or remediation of contamination which did not emanate from the facility currently or formerly owned or operated by Sun.



(4) At the conclusion of all Activity at the Site, Sun shall, at its sole cost and expense remove its equipment and restore the portion of the land impacted by the equipment to the condition which existed prior to the installation of such equipment.

Release and Indemnity

As consideration for being afforded access to the Site, Sun agrees to exercise due care and caution in the performance of the Activity. Sun hereby releases, indemnifies and holds harmless Owner, its parent & subsidiaries, affiliates and their respective shareholders, directors, officers, and agents from all claims, causes of action, or demands for losses, damages, fines, penalties or expenses (including attorney's fees), or injury to persons or property arising from the actions or omissions of Sun, its representatives, agents, or contractors while on or about the Site. It is provided, however, that claims arising out of existing Site conditions unrelated to the Activity and the negligence or willful misconduct of Owner, its parent and subsidiaries, affiliates, and their respective shareholders, directors, officers and agents are excluded from this release and indemnification.

SUN COMPANY, INC. (R&M)

By:

David P. H. C.

Title:

Environmental Engineer

Rabbi and Mrs. Richard Hammerman

By: _____

Title: _____