



Jeb Bush  
Governor

# Department of Environmental Protection

Southwest District  
3804 Coconut Palm Drive  
Tampa, Florida 33619

November 7, 2002

David B. Scrubs  
Secretary

Robert M. Bedard, Assistant Vice President  
Wal-Mart Stores East, Inc.  
2001 SE 10<sup>th</sup> Street  
Bentonville, Arkansas 72716-0550

**Re: Executed Brownfields Site Rehabilitation Agreement**  
Wal-Mart Brownfields Gunn Highway Site  
Wal-Mart/Buckley Shuler Brownfields Area  
Tampa, Hillsborough County, Florida  
Site Identification Number: BF290201002


Dear Mr. Bedard,

Please find enclosed the executed Brownfields Site Rehabilitation Agreement (BSRA) for the above-referenced property. The enclosed BSRA is an original with signatures for your records. The agreement is final unless a timely petition for an administrative hearing is filed pursuant to Paragraph 23. Please include the above-referenced Brownfields Site identification number in all future project correspondence with the Department.

Congratulations to Wal-Mart Stores East, Inc. The Department applauds your leadership role in the Florida Brownfields redevelopment initiative, and looks forward to the successful rehabilitation and redevelopment of the property.

Should you have any questions, please contact me at the letterhead address or call (813) 744-6100, extension 420.

Sincerely,

  
David W. Gerard, P.E.  
Brownfields Coordinator  
Southwest District

DG/dg

Enclosure(1): Brownfields Site Rehabilitation Agreement (original with signatures)

cc: Roger Register, BWC-TAL (w/copy of enclosure) ✓  
Kirk White, Esquire, OGC (cover letter only)  
Michael R. Goldstein, Esquire (w/copy of enclosure)

RECEIVED  
NOV 12 11 31 AM '02  
COMMUNITY OFFICE

BEFORE THE STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

IN RE: Wal-Mart Stores East, Inc.  
Wal-Mart Brownfields Gunn Highway Site  
Southwest of the Intersection of Gunn Highway and Henderson Road,  
Hillsborough County, Florida 33625  
Wal-Mart/Buckley-Shuler Brownfields Area BF290201000  
Brownfields Site Identification Number BF290201002

BROWNFIELD SITE REHABILITATION AGREEMENT PURSUANT TO §376.80(5),  
Florida Statutes (F.S.)

WHEREAS, the Brownfields Redevelopment Act was enacted to reduce public health and environmental hazards on existing commercial and industrial sites by offering incentives to encourage responsible persons to voluntarily develop and implement cleanup plans; and

WHEREAS, the Department of Environmental Protection ("Department") is the administrative agency of the State of Florida having the power and duty to protect Florida's environment and to administer and enforce the provisions of Chapters 403, F.S. and 376, F.S., and the rules promulgated thereunder, Florida Administrative Code Rules (F.A.C.), Chapters 62-777 and 62-785; and

WHEREAS, the Department has jurisdiction over the matters addressed in this Brownfield Site Rehabilitation Agreement; and

WHEREAS, the Department has the authority, pursuant to §376.81, F.S., to establish by rule, criteria for determining the rehabilitation program tasks that comprise a site rehabilitation program and the level at which a rehabilitation program task and a site rehabilitation program may be completed.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed as follows:

This Brownfield Site Rehabilitation Agreement ("BSRA") is entered into between the Department and Wal-Mart Stores East, Inc., hereinafter the Person Responsible For Brownfield Site Rehabilitation ("PRFBSR") (collectively as the "parties"), for the rehabilitation of a brownfield site within a designated brownfield area pursuant to §376.80(5), F.S. The Department and the PRFBSR agree to the following:

1. DEPARTMENT OF ENVIRONMENTAL PROTECTION

The Department is the agency of the State of Florida with authority and power to enforce the provisions of Chapters 376 and 403, F.S.

2. PERSON RESPONSIBLE FOR BROWNFIELD SITE REHABILITATION

Wal-Mart Stores East, Inc. is the PRFBSR as defined in §376.79(13), F.S., for the real property described in the map and legal description attached as Attachment A (the "Brownfield Site"), incorporated herein, that is a portion of the real property that has been designated by the County of Hillsborough in Resolution Number R02-048 as a brownfield area as defined in §376.79(4), F.S. **Attachment A** is a composite exhibit that includes: (a) the legal description and location map of the Brownfield Site; and (b) the county resolution with the map of the designated brownfield area and its legal description.

3. PRFBSR LIABILITY

The PRFBSR does not, by signing this Agreement, admit liability under any statutory or common law, nor does it admit any responsibility for response costs or damages thereunder, and does not waive any rights that it may have to assert the liability of any other person for such costs or damages. Notwithstanding the foregoing, the PRFBSR agrees to be bound by all the terms and conditions of this Agreement.

4. PRFBSR'S DUTIES

The PRFBSR agrees:

- (a) to conduct "site rehabilitation" as defined in §376.79(17), F.S., at the real property described in Attachment A (the Brownfield Site);
- (b) to conduct site rehabilitation and submit technical reports and rehabilitation plans in a timely manner according to the attached brownfield site rehabilitation schedule agreed upon by the parties (see **Attachment B**), and incorporated herein;
- (c) to conduct site rehabilitation activities under the observation of professional engineers or professional geologists who are registered in accordance with the requirements of §471, F.S., or §492, F.S., respectively. Submittals provided by the PRFBSR must be signed and sealed by a professional engineer registered under Chapter 471, F.S., or by a professional geologist registered under Chapter 492, F.S., certifying that the submittal and associated work comply with the laws and rules of the Department and those governing the profession. Upon completion of the approved remedial action, a professional engineer registered under Chapter 471, F.S., or a professional geologist registered under Chapter 492, F.S., must certify that the corrective action was, to the best of his or her knowledge, completed in substantial conformance with the plans and specifications approved by the Department;

- (d) to conduct site rehabilitation in accordance with Chapter 62-160, F.A.C., as the same may be amended from time to time;
- (e) to obtain any local, state or federal approvals or permits required for the site rehabilitation work and to conduct the necessary site rehabilitation consistent with local, state, and federal laws, rules and ordinances. All site rehabilitation shall be consistent with the cleanup criteria in §376.81, F.S., the requirements of Chapters 62-785, F.A.C., Brownfields Cleanup Criteria, and 62-777, F.A.C., Contaminant Cleanup Target Levels, adopted pursuant thereto;
- (f) to allow access by the Department during the entire site rehabilitation process as evidenced by the attached documentation (see **Attachment C**), incorporated herein, establishing that such site access has been secured by agreement with the PRFBSR. Upon the transfer of any real property interest in any portion of the Brownfield Site before site rehabilitation is complete, the PRFBSR shall submit to the Department within 30 days of the execution of the real property interest document (or, if there is no written document, then 30 days from the date that such an interest is effective) a copy of an access agreement in substantially the same form as that in Attachment C with any successor in interest to the PRFBSR as owner of the Brownfield Site or with any party with an interest in the real property after the effective date of this agreement, granting such access to the Department; and
- (g) to consider appropriate pollution prevention measures and to implement those that the PRFBSR determines are reasonable and cost-effective, taking into account the ultimate use or uses of the real property described in Attachment A.

## 5. THE CONSENT ORDER

Upon the execution of this BSRA, the terms and conditions of Consent Order 93-0225 dated December 16, 1994, as it pertains only to corrective actions on the real property described in Attachment A, will be held in abeyance and shall remain in abeyance, provided the PRFBSR is in compliance with the terms of this BSRA. In the event the Department determines that PRFBSR is not in compliance with the terms and conditions of this BSRA, subject to the provisions of Paragraph 14 and 23 hereof, the terms and conditions of the Consent Order shall return in full force and effect.

## 6. CERTIFICATION

Wal-Mart Stores East, Inc.  
Brownfield Site Rehabilitation Agreement  
Brownfield Site ID #BF290201002

The PRFBSR has certified that a fully executed agreement exists between the PRFBSR and the local government with jurisdiction over the real property described in Attachment A. The executed agreement shall contain the terms for the redevelopment of the real property. A copy of the PRFBSR's certification is attached as **Attachment D**.

7. PROPERTY COORDINATES AND ACREAGE

The latitude and longitude coordinates in minutes, degrees and seconds, datum used, and accuracy of method used to determine the coordinates for the real property described in Attachment A are:

Latitude:	N 28° 3.717'
Longitude:	W 82° 33.099'
Datum Used:	WGS84
Collection Method:	Interpolation of Digital Topographic Map
Map Source (if applicable):	DeLORME 3-D TopoQuads, V1.TQ 1200
Map Source Scale (if applicable):	N/A
Relationship of Point to Feature:	Point located in center of the site
Coordinate Accuracy Level:	0.001'

The property consists of 28.28 acres.

8. SITE CONTRACTOR

The PRFBSR must ensure that any contractor performing site rehabilitation program tasks at or for the Brownfield Site has provided documentation and certification to the Department that the contractor meets the requirements listed below. If the identity of the contractor is known at the time of the execution of this BSRA, a Brownfields Redevelopment Program Contractor Certification Form (CCF) shall be completed and attached as part of **Attachment E** to this BSRA, along with copies of insurance certificates and all other documentation required below. If the contractor has not yet been determined, the PRFBSR shall ensure that the CCF and all other documentation required in this section are submitted to the District Brownfield Coordinator and approved by the Department before the contractor begins performing any site rehabilitation tasks at the site. The PRFBSR must submit to the Department documentation as **Attachment F**, which shows a National Environmental Laboratory Accreditation Program- ("NELAP") recognized

authority has accredited the laboratory(s) performing analysis. The requirements are as follows:

- (a) documentation in accordance with the provisions of the paragraph above and with **Attachments E and F**, showing that the contractor:
  - (i) meets all certification and license requirements imposed by law; and
  - (ii) performs laboratory analysis pursuant to National Environmental Laboratory Accreditation Program ("NELAP") certification requirements and performs field sampling work in accordance with the Standard Operating Procedures provided in Chapter 62-160, F.A.C., as amended; and
- (b) certification to the Department that the contractor:
  - (i) complies with applicable OSHA regulations;
  - (ii) maintains workers' compensation insurance for all employees as required by the Florida Workers' Compensation Law;
  - (iii) maintains comprehensive general liability and comprehensive automobile liability insurance with minimum limits of at least \$1 million per occurrence and \$1 million annual aggregate, sufficient to protect it from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from performance of work under the Brownfields program, designating the state as an additional insured party;
  - (iv) maintains professional liability insurance of at least \$1 million per claim and \$1 million annual aggregate; and
  - (v) has the capacity to perform or directly supervise the majority of the work at a site in accordance with §489.113(9), F.S.

9. CONTINUANCE OF COMPLIANCE

During the entire site rehabilitation process, the PRFBSR agrees to ensure that the contractor continues to comply with the requirements of **Paragraph 8** of this BSRA pursuant to the requirements of §376.80(6) and (7), F.S.

10. ADVISORY COMMITTEE

The PRFBSR shall establish an advisory committee pursuant to the requirements of §376.80(4), F.S., for the purpose of improving public participation and receiving

public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice. However, if an appropriate local advisory committee already exists in the designated area, this committee may be used for requesting public participation and for the purposes of complying with this paragraph.

The PRFBSR shall provide the advisory committee a copy of the final draft and a copy of the executed brownfield site rehabilitation agreement. When the PRFBSR submits a site assessment report or the technical document containing the proposed course of action following site assessment to the Department or the local pollution control program for review, the PRFBSR shall hold a meeting or attend a regularly scheduled meeting to inform the advisory committee of the findings and recommendations in the site assessment report or the technical document containing the proposed course of action following site assessment.

The names, addresses, and contact numbers for all Advisory Committee members are included as **Attachment G**.

11. INDEMNIFICATION

The PRFBSR shall save and hold harmless and indemnify the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this BSRA and from the negligent acts or omissions of the PRFBSR or its employees, agents, contractors, subcontractors, or other representatives, to the extent allowed by law.

12. PROFESSIONAL LIABILITY INSURANCE

Any professional engineer or professional geologist providing professional services relating to site rehabilitation program tasks must maintain professional liability insurance coverage of at least \$1 million per claim and \$1 million annual aggregate in accordance with §376.80(8), F.S.

13. LIABILITY PROTECTION

The liability protection provided under §376.82 F.S., shall become effective upon execution of this BSRA and shall remain effective, provided the PRFBSR complies with the terms of this BSRA.

14. FAILURE TO COMPLY

If the PRFBSR fails to comply with the provisions of this BSRA, the Department will notify the PRFBSR in writing of any breach of this BSRA. The PRFBSR will

have 90 days from receipt of the letter from the Department to return to compliance or to negotiate a modification to this BSRA with the Department for good cause shown. The 90-day grace period does not apply if an imminent hazard exists at the site. If such imminent hazard exists, the PRFBSR shall act immediately to abate the hazard. If the project is not returned to compliance with this BSRA and a modification cannot be negotiated, then the immunity provisions of §376.82, F.S., are revoked and the Consent Order 93-0225 returns to full force and effect, except in the event of a force majeure, as described below, in which case such 90-day grace period shall be extended pursuant to subparagraph 15(a) below. After the 90-day grace period, the Consent Order 93-0225 returns to full force and effect.

15. DELAY

If any event occurs that does not result in a breach of this BSRA but causes delay or the reasonable likelihood of delay in the achievement of the requirements of this BSRA, the PRFBSR shall have the burden of proving that the delay was or will be caused by circumstances beyond the reasonable control of the PRFBSR that could not have been overcome by due diligence. Upon occurrence of the event, PRFBSR shall, within 7 days, notify the Department orally and in writing of the anticipated length and cause of the delay, the measures taken or to be taken to prevent or minimize the delay, and the timetable by which PRFBSR intends to implement these measures. However, if an imminent hazard exists the PRFBSR shall act immediately to abate the hazard.

If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of the PRFBSR, the time for performance hereunder shall be extended for a period equal to the delay resulting from such circumstances, or 90 days if the delay results in a breach of this BSRA, unless circumstances warrant more time in the opinion of the Department. A letter from the Department, to the PRFBSR, accepting or, if necessary, modifying the extension request shall confirm such agreement.

(a) The PRFBSR shall adopt all reasonable measures to avoid or minimize any delay. Failure of the PRFBSR to comply with the notice requirements of this paragraph shall constitute a waiver of the right to request an extension of time for complying with the requirements of this BSRA. Increased costs of performance of the terms of this BSRA shall not be considered circumstances beyond the control of the PRFBSR.

(b) If the Department and PRFBSR cannot agree that any delay in the achievement of the requirements of this BSRA, including failure to submit any report or document, has been or will be caused by circumstances beyond the reasonable control of the PRFBSR, the PRFBSR may seek an administrative

hearing or judicial determination of the issue pursuant to the provisions in Paragraphs 23 and 24 of this BSRA.

16. IMMINENT HAZARD

Nothing herein shall be construed to limit the authority of the Department to undertake any action in response to or to recover the costs of responding to conditions at or from the real property described in Attachment A that require the Department to take action to abate an imminent hazard to the public health, welfare or the environment.

17. RELEASE OF LIABILITY

In consideration of the execution and successful completion of this BSRA, the PRFBSR and his or her successors and assigns, shall be relieved from further liability for remediation of the real property described in Attachment A to the Department and third parties and of liability in contribution to any other party who has or may incur cleanup liability for the real property described in Attachment "A".

The Department will release the Respondent to Consent Order 93-0225, and his or her successors and assigns, from its corrective action obligations for the real property covered by this BSRA either upon issuance of the Brownfields Site Rehabilitation Completion Order issued pursuant to this agreement, or upon Department approval of a site rehabilitation completion report pursuant to Paragraph 40 of Exhibit II to Consent Order 93-0225 and the Respondent's compliance with all other terms of its Consent Order.

18. GOVERNING LAW

This BSRA has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida and applicable any local regulations. Wherever possible, each provision of this BSRA shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this BSRA shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this BSRA. Any action hereon or in connection herewith shall be brought in Hillsborough County, Florida.

19. SUBMITTALS

The PRFBSR shall submit two copies of any certifications or documentation required in Paragraph 8, "Site Contractor" above, and all data, reports, responses, addenda, or modifications to reports and plans required by this BSRA to David Gerard, PE II, Brownfields Southwest District Coordinator, Florida Department of Environmental Protection, 3804 Coconut Palm Drive, Tampa 33619-8318. The

Department encourages the submittal of documents for review in an electronic format rather than the submittal of paper copies. All electronic copies of documents shall be in the format listed in **Attachment H**. Time-frames for the Department's review of technical reports and plans and submittal of documents by the PRFBSR shall be governed by the attached schedule (see Attachment B), incorporated herein. After final Department approval of each report or plan an electronic copy shall be submitted to the Department within 30 days. The electronic copy of the report shall be submitted on Compact Disk (CD) for archiving purposes in the format listed in Attachment H.

20. DOCUMENT REVIEW

During the cleanup process, if the Department fails to complete the review of a technical document within the time-frame specified in this BSRA, with the exceptions of requests for "no further action", "monitoring only proposals," and feasibility studies, which must be approved prior to implementation, the PRFBSR may proceed to the next site rehabilitation task. However, the PRFBSR does so at its own risk and may be required by the Department to complete additional work on a previous task.

21. ASSIGNMENT

The PRFBSR shall not assign any rights or responsibilities under this BSRA to any other party without the written consent of the Department and the local government with jurisdiction over the real property described in Attachment A; provided, however, that the Department shall not withhold its consent to such an assignment if: (a) the proposed assignee meets all of the eligibility criteria under §376.82, F.S.; (b) the proposed assignee has agreed, in writing, to assume all obligations of the PRFBSR under the terms of this Agreement; and (c) the assignment of PRFBSR obligations under any agreement with the local government with jurisdiction over the real property has been approved in writing by the local government.

22. WAIVER

By entering into this BSRA, the PRFBSR waives its right to challenge the contents of this BSRA in an administrative hearing afforded by §120.569 and §120.57, F.S., or an appeal afforded by the terms of §120.68, F.S. This BSRA does not deny the PRFBSR a right to challenge the Department's actions taken pursuant to this BSRA. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this BSRA, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

23. EFFECTIVE DATE AND ADMINISTRATIVE HEARING

This BSRA is final and effective on the date of execution unless a timely petition for an administrative hearing or request for extension of time to file a petition for administrative hearing is filed under §§120.569 and 120.57, F.S., within twenty-one (21) days after the date of execution. Upon the timely filing of such petition or request, this BSRA will not be effective until further order of the Department. §376.82(2), F.S., establishes liability protection for the PRFBSR upon execution of a brownfield site rehabilitation agreement. The procedures for petitioning a hearing or filing a request for extension of time to file a petition for administrative hearing are set forth below.

- a. Please be advised that mediation of this decision pursuant to §120.573, F.S., is not available.
- b. Persons other than the PRFBSR whose substantial interests are adversely affected by this BSRA have the following options:
  - i. file a petition for administrative hearing with the Department within twenty-one (21) days of receipt of this BSRA; or
  - ii. file a request for an extension of time to file a petition for hearing with the Department within 21 days of receipt of this BSRA. Such a request shall be made if a person other than the PRFBSR desires to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for hearing.
- c. How to Request an Extension of Time to File a Petition for Hearing:

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request shall be filed (received) with the Department (in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000), within twenty-one (21) days of receipt of this BSRA. Petitioner shall mail a copy of the request to the PRFBSR at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be filed.

- d. How to File a Petition for Administrative Hearing:

A person whose substantial interests are affected by this BSRA may petition for an administrative proceeding (hearing) under §§120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) with the Department (in the Office of the General

Wal-Mart Stores East, Inc.  
Brownfield Site Rehabilitation Agreement  
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Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000), within twenty-one (21) days of receipt of this BSRA. Petitioner shall mail a copy of the petition to the PRFBSR at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under §§120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Pursuant to §120.54(5)(b)4, F.S. and §120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

- i. The name, address, and telephone number of each petitioner, the name, address, and telephone number of the petitioner's representative, if any, the PRFBSR's name and address, if different from the petitioner, the Department's Brownfield Area and Site Identification Numbers, and the name and address of the Brownfield Site;
- ii. A statement of how and when each petitioner received notice of the Department's action or proposed action;
- iii. An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
- iv. A statement of the material facts disputed by the petitioner, or a statement that there are no disputed facts;
- v. A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
- vi. A statement of the specific rules or statutes the petitioner contends requires reversal or modification of the Department's action or proposed action; and
- vii. A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute

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and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

Timely filing a petition for administrative hearing postpones the date this BSRA takes effect until the Department issues either a final agreement pursuant to an administrative hearing or an Agreement responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

24. JUDICIAL REVIEW

Any party other than the PRFBSR to this BSRA has the right to seek judicial review under §120.68, F.S., by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the Department (in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000), and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The notice of appeal must be filed within thirty (30) days after this BSRA is filed with the clerk of the Department (see below).

25. QUESTIONS

Any questions regarding this BSRA should be directed to David Gerard, PE II, Brownfields Southwest District Coordinator, Florida Department of Environmental Protection, 3804 Coconut Palm Drive, Tampa 33619-8318. Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850) 488-9314. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

26. ENTIRETY OF AGREEMENT

This BSRA represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this BSRA shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this BSRA, unless otherwise provided herein.

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Wal-Mart Stores East, Inc.  
Brownfield Site Rehabilitation Agreement  
Brownfield Site ID #BF290201002

IN WITNESS WHEREOF, each of the parties has made and executed this Brownfield Site Rehabilitation Agreement on the date set forth for each signature of each representative below: Director of District Management, State of Florida Department of Environmental Protection, and Wal-Mart Stores East, Inc., for the Person Responsible for Brownfield Site Rehabilitation, signing by and through its Asst. Vice President, duly authorized to execute same.

PERSON RESPONSIBLE FOR  
BROWNFIELD SITE REHABILITATION

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

WAL-MART STORES EAST, INC.

By: [Signature]  
(PRFBSR Authorized Signatory)  
**Assistant Vice President**

Robert M. Bedard  
(Print Signatory's Name & Title)

Date: 10-3-02

2001 SE 10<sup>th</sup> St.  
(Address)

Bentonville, AR 72716-0550  
(City, State, Zip Code)

(479) 204-0028  
(Telephone)

By: [Signature]  
Deborah A. Getzoff  
Director of District Management  
Southwest District

Date: 11-6-02

Approved as to form and legality:

[Signature]  
FDEP Attorney

FILING AND ACKNOWLEDGMENT FILED, on this date, pursuant to §120.52 Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

[Signature]  
Clerk (or Deputy Clerk)

Date: 11-7-02

CC: David Gerard, FDEP  
Roger Register, FDEP  
Paul Robinson, Valspar Corporation  
Kirk White, FDEP OGC

Approved as to legal terms only  
By: [Signature]  
WAL-MART LEGAL TEAM  
Date: 10-3-02

Wal-Mart Stores East, Inc.  
Brownfield Site Rehabilitation Agreement  
Brownfield Site ID #BF290201002

List of Attachments

Attachment A	Map and Legal Description of the Brownfield Area and Local Government Resolution
Attachment B	Brownfield Site Rehabilitation Schedule
Attachment C	Site Access Agreement
Attachment D	Certification of Redevelopment Agreement
Attachment E	Contractor Certification Form and Insurance Certificates
Attachment F	Quality Assurance Certificate
Attachment G	Advisory Committee Members
Attachment H	Format for Submittal of Technical Documents

Wal-Mart Stores East, Inc.  
Brownfield Site Rehabilitation Agreement  
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Attachment A

Map and Legal Description of the  
Brownfield Area and Local Government Resolution



1001 Bay Avenue  
Tallahassee, Florida 32304  
Phone: 904/201-2000  
Fax: 904/201-2001  
www.dep.state.fl.us

NOTICE: This map is a reproduction of a map prepared by a licensed professional surveyor. It is not to be used for any purpose other than that for which it was prepared. The user assumes all liability for any errors or omissions in this map.

DATE: 10/18/02  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
APPROVED BY: [Name]

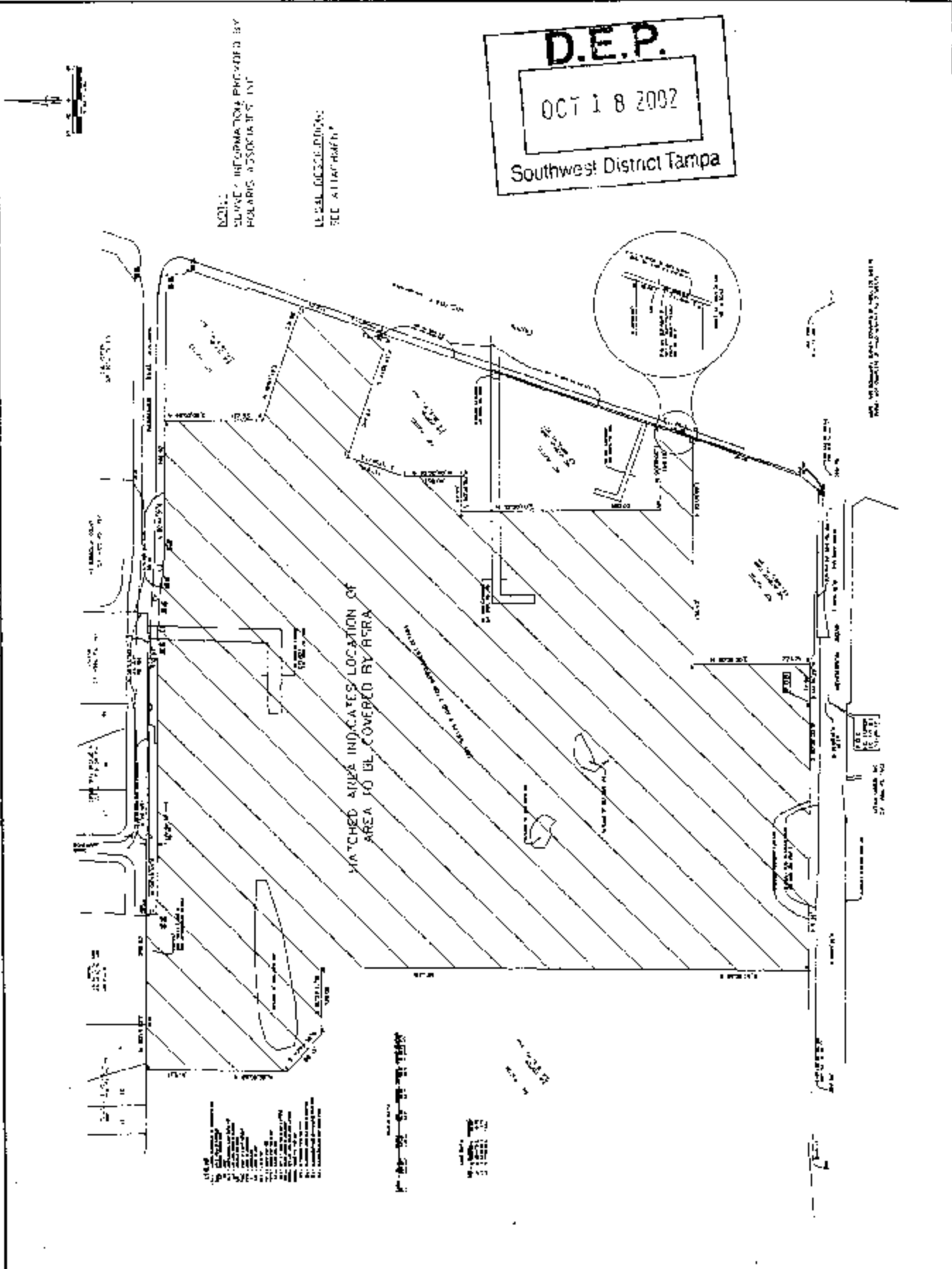
PROJECT NO.	
DATE	
SCALE	
BY	
CHECKED BY	
APPROVED BY	

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SOUTHWEST DISTRICT  
TAMPA  
DATE: 10/18/02

PROJECT NO. 02-001  
DATE: 10/18/02  
SCALE: AS SHOWN  
BY: [Name]  
CHECKED BY: [Name]  
APPROVED BY: [Name]

**D.E.P.**  
OCT 18 2002  
Southwest District Tampa

NOTE: ALL INFORMATION PROVIDED BY POLARIS ASSOCIATES, INC.  
LEGAL DESCRIPTION: SEE ATTACHMENT



## LEGAL DESCRIPTION

A parcel of land located within the First 1/4 of Section 12, Township 35, Range 17 East, Whitefish County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the said east 1/4 of said Section 12, thence along the north boundary of said Southeast 1/4, N89°05'00"W, for 40.37 feet to the proposed west right-of-way line of EYERTON ROAD, and to the POINT OF BEGINNING; Thence along the proposed west right-of-way line of said EYERTON ROAD, S01°56'20"W, for 549.58 feet; thence leaving said proposed west right-of-way line, N89°00'28"W, for 937.63 feet, thence S00°53'32"W, for 128.00 feet; thence N41°40'38"W, for 96.55 feet, thence N89°08'24"W, for 273.19 feet, thence N00°40'12"E, for 199.50 feet, thence S89°14'51"E, for 18.46 feet to the east right-of-way line of NORMANDE ROAD, as it now exists, thence along said east right-of-way line, N00°45'07"E, for 530.67 feet; thence N00°44'31"E, for 49.70 feet to a point of curvature, thence 67.40 feet along the arc of said curve concave to the East, having a radius of 315.00 feet, a central angle of 09°22'01", a chord of 56.34 feet which bears, N05°25'31"E, to a point of reverse curvature; thence 66.27 feet along the arc of said curve concave to the West, having a radius of 405.00 feet, a central angle of 09°22'02", a chord of 66.14 feet which bears, N05°25'31"E.; thence N00°44'31"E., for 248.92 feet; thence leaving said east right-of-way line, N90°00'00"E., for 187.23 feet; thence N19°01'49"E., for 237.86 feet to the southerly right-of-way line of GUNN HIGHWAY; thence along said southerly right-of-way line, S70°58'11"E., for 154.21 feet; thence leaving said right-of-way line, S13°59'35"W., FOR 4.78 FEET; THENCE S71°00'25"E., FOR 13.94 FEET; THENCE S19°01'48"W., for 241.84 feet; thence S70°58'11"E., for 117.87 feet; thence N90°00'00"E., for 408.04 feet; thence S00°00'00"W., for 67.93 feet, thence N90°00'00"E., for 580.00 feet; thence N90°00'00"E., for 160.48 feet to the southerly right-of-way line of said GUNN HIGHWAY; thence along said southerly right-of-way line, S70°58'11"E., for 66.64 feet; thence leaving said right-of-way line, S00°00'00"E., for 436.43 feet; thence N90°00'00"E., for 224.71 feet to the proposed west right-of-way line of said HENDERSON ROAD; thence along said west right-of-way line, S70°56'20"W., for 74.94 feet to the POINT OF BEGINNING. Containing 1,231,875 Sq. Ft. or 28.26 acres, more or less.

Richard Aka  
Clerk of the Circuit Court  
Hillsborough County, Florida



P. O. Box 1110  
Tampa, Florida 33601  
Telephone (813) 278-8100

MEMORANDUM

DATE: April 1, 2002

TO: Susan F. Adams, Director, Planning & Growth Management

FROM: *JMG* Judith M. Grose, Manager, BOCC Records

SUBJECT: Resolution and Letter to Florida Department of Environmental Protection - Designation of Approximate 39.448 Acres as a "Brownfield Area" for the Purpose of Environmental Rehabilitation and Economic Development - Located Southwest of the Intersection of Gunn Highway and Henderson Road (Wal-Mart/Buckley-Shuler Brownsfield Area)

Attached is an executed original of subject resolution and letter, resolution number R02-048, approved by the Board on March 20, 2002.

We are providing an originals to you for further handling.

md

Attachment

cc: Board files (orig./copy)  
Florida Department of Environmental Protection via Planning and Growth Management  
Wal-Mart Stores, Inc. via Planning and Growth Management  
Buckley-Shuler Properties via Planning and Growth Management  
Hank Ennis, Senior Assistant County Attorney  
Beth Novak, County Attorney's Office

BOARD OF COUNTY COMMISSIONERS



P.O. Box 1110  
Tampa, Florida 33601  
(813) 272-5660

Daniel A. Kloman  
County Administrator

Chairman  
Pat Frank, District 7

Vice Chairman  
Jon Neenan, District 2

Stacey L. Easterling, District 1  
Thomas Scott, District 3  
Ronda Seems, District 4  
Chris Hart, District 5  
Jan K. Platt, District 6

March 20, 2002

David Gerard, District Brownfields Coordinator  
Waste Cleanup Section, Southwest District Office  
Florida Department of Environmental Protection  
3804 Coconut Palm Dr.  
Tampa, FL 33619-8318

Dear Mr. Gerard:

RE: Designation of the Wal-Mart/Buckley-Shuler Brownfield Area

At the March 20, 2002 Regular Meeting, the Hillsborough County Board of County Commissioners (BOCC) approved and executed Resolution Number R02-048 (enclosure). The area depicted on Exhibit A of the resolution, the Wal-Mart/Buckley-Shuler Brownfield Area (folio numbers 3624.0700, 3673.0000, 3633.0000, 3634.0000, 3676.0000, 3678.0000), has been designated as a Brownfield Area for rehabilitation as provided by Florida Statutes Sections 376.77 - 376.85.

If you have questions or require additional information, please contact Dan Blood, the County's Brownfields Project Director.

Sincerely,

Pat Frank, Chairman  
Board of County Commissioners

HE:DMB:JI:MR:CS:abb  
Enclosure

cc: Hank Ennis, Senior Assistant County Attorney  
Daniel M. Blood, AICP, Brownfields Project Director  
Michael R. Goldstein, Legal Counsel, Wal-Mart Stores, Inc.  
Thomas J. Patka, Legal Counsel, Buckley-Shuler Properties

RESOLUTION NO. R02-048

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, MAKING FINDINGS; DESIGNATING AS A BROWNFIELD AREA WITHIN UNINCORPORATED HILLSBOROUGH COUNTY, FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION AND ECONOMIC DEVELOPMENT, PARCELS (FOLIO NUMBERS 3624.0700, 3673.0000, 3633.0000, 3634.0000, 3676.0000 and 3678.0000), PROVIDING AN EFFECTIVE DATE.

Upon motion by Commissioner Scott, seconded by Commissioner Storms, the following resolution was adopted by a vote of 4 to 2 Commissioner(s) Frank and Easterling Voting "No."

WHEREAS, the state of Florida has provided, in Ch. 97-277, Laws of Florida, codified at Florida Statutes Sections 376.77 – 376.85, for the designation by resolution, at the request of the property owner, of one or more parcels as a "Brownfield Area", and for the corresponding provision of environmental remediation and economic development; and

WHEREAS, Wal-Mart Stores, Inc. and Buckley-Shuler Properties have requested designation as a Brownfield Area the parcels (Folio numbers 3624.0700, 3673.0000, 3633.0000, 3634.0000, 3676.0000 and 3678.0000) depicted on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Hillsborough County has reviewed the requirements for Brownfield Area designation, as specified in Florida Statutes Section 376.80(2)(b), and has determined that the proposed area qualifies for designation as a Brownfield Area because the following requirements of Florida Statutes Section 376.80(2)(b) have been met:

1. Wal-Mart Stores, Inc. and Buckley-Shuler Properties are the owners of the parcels proposed for designation and have agreed to rehabilitate and redevelop the brownfield site.
2. The rehabilitation and redevelopment of the proposed brownfield area will result in economic production in the area and the creation of at least 10 new permanent jobs (full or part-time).
3. The redevelopment of the proposed brownfield area is consistent with the Hillsborough County Comprehensive Plan and is a permissible use under Hillsborough County's land development regulations.
4. Proper notice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents and Wal-Mart Stores, Inc., and Buckley-Shuler Properties have provided those receiving notice the opportunity to provide comments and suggestions about rehabilitation.

- 5 Wal-Mart Stores, Inc. and Buckley-Shuler Properties have provided reasonable assurances that they have sufficient financial resources to implement and complete a rehabilitation agreement and redevelopment plan.

**WHEREAS**, Hillsborough County wishes to notify the Florida Department of Environmental Protection of its decision to designate a Brownfield Area for rehabilitation for purposes of Florida Statutes Sections 376.77-376.85; and

**WHEREAS**, the procedures set forth in Florida Statutes Section 125.66 have been followed, and proper notice has been provided in accordance with Florida Statutes Sections 376.80(1) and 125.66(4)(b)2.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA AT A PUBLIC MEETING HELD THIS 20th DAY OF March, 2002.**

1. That the Board of County Commissioners of Hillsborough County finds the preamble hereof to be true and correct.
2. The area depicted on Exhibit A, attached hereto and incorporated herein by reference, is hereby designated as a Brownfield Area for rehabilitation for the purposes of Florida Statutes Sections 376.77-376.85.
3. That this Resolution shall become effective immediately upon adoption.

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH)

I, Richard Ake, Clerk of the Circuit Court and Ex Officio Clerk of the Board of County Commissioners, do hereby certify that the above and foregoing resolution is a true and correct copy of a resolution adopted by the Board of County Commissioners of Hillsborough County, Florida in its regular session of March 20, 2002, as the same appears on record in Minute Book 310 of Public Records of Hillsborough County, Florida.

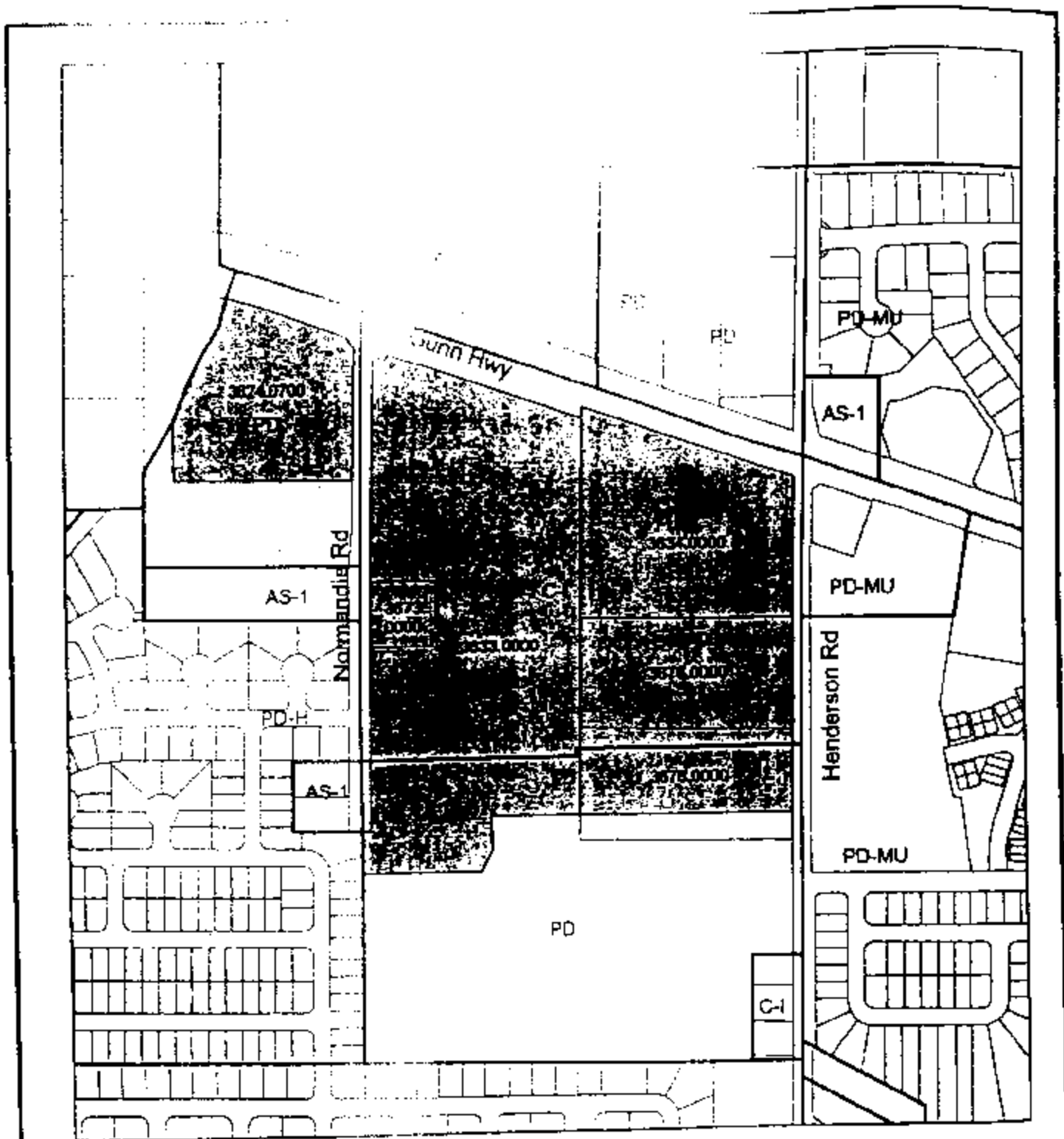
WITNESS my hand and official seal this 1st day of April, 2002.

RICHARD AKE, CLERK

By: Mildred K. Dyer  
Deputy Clerk





APPROVED BY COUNTY ATTORNEY  
By: [Signature]  
Approved as to Form and Legal Sufficiency



Wal-Mart/Buckley-Shuler  
Brownfield Area

Exhibit A

-  Brownfield Area
-  Zoning District
- PD** Zoning Designation
- 3673.0000 Folio Number



Not To Scale

Map Composed By

---

Wal-Mart Stores East, Inc.  
Brownfield Site Rehabilitation Agreement  
Brownfield Site ID #BF290201002

Attachment B

Brownfield Site Rehabilitation Schedule

Site Rehabilitation Schedule

	PRFBSR Action or Submittal Time Frame	View or Comment
Interim Source Removal Proposal	When seeking approval before implementation of an alternative product recovery method, groundwater recovery, soil treatment or disposal technique (see Rule 62-785.500).	Within 30 days of receipt.
Interim Source Removal Status Report	Within 180 days of initiating source removal activities.	No comment required.
Interim Source Removal Report	Within 60 days of completion of source removal activities.	Within 60 days of receipt.
Site Rehabilitation Plan (SRP) (See Rule 62-785.450, F.A.C.)	Optional: SRP submitted within 270 days of executing BSRA. May include multiple tasks.	Within 60 days of receipt.
Site Assessment Report (SAR)	SAR submitted within 270 days of executing BSRA.	Within 60 days of receipt.
Risk Assessment Report (RAR)	Optional: (within 60 days of SAR approval.)	Within 60 days of receipt.
No Further Action (NFA) Proposal	When the site meets the criteria for NFA (See Rule 62-785.680).	Within 60 days of receipt.
Natural Attenuation with Monitoring Proposal (NA)	When the site meets the criteria for Natural Attenuation for Monitoring (See Rule 62-785.690).	Within 60 days of receipt.
Natural Attenuation with Monitoring Report (NAMR)	Within 60 days of sample collection.	No comment required.
Remedial Action Plan (RAP)	Within 90 days of approval of a SAR or RAR.	Within 60 days of receipt.
As-Built Drawings	Within 120 days of initiating operation of the active remediation system.	No comment required.
Initiate Operation of Active Remedial Action	Within 120 days of RAP approval.	No comment required.
Remedial Action Status Report (Monthly or quarterly status reports may be required for submittal depending on site conditions and Advisory Committee.)	Within 60 days of the anniversary date of initiating operation of active remediation system.	No comment required.
Post Active Remediation Monitoring Plan (PARMP)	When the site meets the criteria for NFA (see Rule 62-785.680) or Leveling-Off (see Rule 62-685.700(17)).	Within 60 days of receipt.
Post Active Remediation Monitoring Report	Within 60 days of sample collection.	No comment required.
Site Rehabilitation Completion Report (SRCR)	Within 60 days of the final sampling event. If SRCR not approved then submit modifications, etc. within 60 days of Department's response.	Within 60 days of receipt. If brownfield area meets requirements of Chapter 62-7 F.A.C. for the issuance of SRCO, a SRCO will be issued.
Notices for Field Activities	Within seven (7) days but not less than 24 hours prior notice to the Department to perform field activity.	No comment required.
Submittal to the Department of addenda, responses, or modification to plans or reports, pursuant to Chapter 62-785, FAC.	Within 60 days of receipt of the Department's response.	Within the same time-frame of review of the original submittal.

Wal-Mart Stores East, Inc.  
Brownfield Site Rehabilitation Agreement  
Brownfield Site ID #BF290201002

Attachment C

Site Access Agreement

Wal-Mart Stores East, Inc.  
Brownfield Site Rehabilitation Agreement  
Brownfield Site ID #BF290201002

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**PERMISSION TO ENTER PROPERTY**

1. The undersigned, Wal-Mart Stores East, Inc. ("PRFBSR"), hereby gives permission to the State of Florida, Department of Environmental Protection ("DEP") and its agents and contractors to enter the PRFBSR's property ("the Property") located southwest of the intersection of Gunn Highway and Henderson Road, Hillsborough County, Florida.

2. This permission is specifically limited to the following activities which may be performed by the DEP, its agents or contractors:

to conduct any activities that are necessary and appropriate for determining compliance with PRFBSR's Brownfield Site Rehabilitation Agreement, Sections 376.80 – 376.875, F.S. and Rule 62-785, F.A.C., including but not limited to inspection of any brownfield site rehabilitation activities conducted or remediation equipment installed on the Property.

3. The granting of this permission by PRFBSR is not intended, nor should it be construed, as an admission of liability on the part of PRFBSR or PRFBSR's successors and assigns for any contamination discovered on the Property.

4. The DEP, its agents or contractors may enter the Property upon reasonable notice, during normal business hours, will not disturb normal business operations and may also make special arrangements to enter the Property at other times with express permission from PRFBSR.

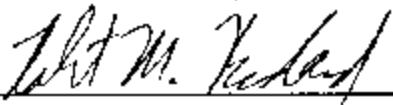
5. PRFBSR shall not be liable for any injury, damage or loss on the Property suffered by the DEP, its agents, employees or contractors which is not caused by the negligence or intentional acts of PRFBSR's agents, employees or contractors.


Wal-Mart Stores East, Inc.  
Brownfield Site Rehabilitation Agreement  
Brownfield Site ID #BF290201002

6. The DEP acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees, agents and contractors while on the Property.

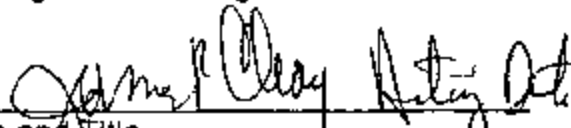
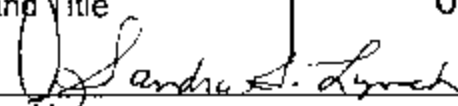
Permission Granted by PRFBSR:

WAL-MART STORES EAST, INC.

By:  Assistant Vice President  
Name: Robert M. Beckard  
Title:  
Date: 10-3-02

 10-3-02  
Witnessed by: Assistant Secretary Date:

Accepted by the State of Florida Department of Environmental Protection by the following authorized agent:

 11-6-02  
Name and Title Date:  
 11/6/02  
Witnessed by: Date:

Approved as to legal terms only  
By:   
WAL-MART LEGAL TEAM

---

Wal-Mart Stores East, Inc.  
Brownfield Site Rehabilitation Agreement  
Brownfield Site ID #BF290201002

Attachment D

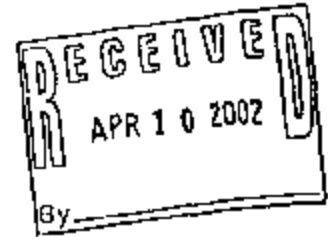
Certification of Redevelopment Agreement



Hillsborough County  
Florida

Office of the County Administrator  
Daniel A. Kleman

April 5, 2002



BOARD OF COUNTY COMMISSIONERS

Sever L. Easterling  
Pat Frank  
Chris Hahn  
Jim Norman  
Jan K. Place  
Thomas Scott  
Konda Sanyal

Deputy County Administrator  
Patricia Dean

Assistant County Administrators  
Randy C. Harris  
Edna Hazzler  
Anthony Shumaker

David Gerard, District Brownfields Coordinator  
Waste Cleanup Section, Southwest District Office  
Florida Department of Environmental Protection  
3804 Coconut Palm Dr.  
Tampa, FL 33619-8318

RE: BROWNFIELDS SITE REHABILITATION AGREEMENT FOR WAL-  
MART/BUCKLEY-SHULER BROWNFIELD AREA

Dear Mr. Gerard:

Pursuant to your request for an agreement among Wal-Mart Stores, Incorporated; Buckley-Shuler Properties; and Hillsborough County concerning site development of approximately 19.448 acres of property located southwest of the intersection of Gunn Highway and Henderson Road, I certify the following: Wal-Mart Stores, Incorporated, and Buckley-Shuler Properties submitted an application to the County for designation of the above site as a Brownfield Area. The Hillsborough County Board of County Commissioners (BOCC) approved and executed Resolution Number R02-048 on March 20, 2002; whereby, the proposed redevelopment of the Brownfields Area was determined consistent with the Hillsborough County Comprehensive Plan and a permissible use under the Hillsborough County land development regulations. Wal-Mart and Buckley-Shuler are pursuing commercial and office uses of the property as presented during the Brownfields application approval process which included a local government public hearing held on December 12, 2001, and a BOCC public hearing opened January 23, continued to February 21, and concluded March 20, 2002.

If any further information is needed, please contact Mike Reynolds at 276-8337.

Sincerely,

Daniel M. Blood, AICP  
Brownfields Project Director

mr/cs/abb

cc: Michael R. Goldstein, Legal Counsel, Wal-Mart  
Thomas J. Patka, Legal Counsel, Buckley-Shuler  
Hank Ennis, Senior Assistant County Attorney  
Mike Gonsalves, FDEP  
Roger Register, Brownfields Liaison, FDEP  
Christy Supp, Principal Planner, PGMD

---

Wal-Mart Stores East, Inc.  
Brownfield Site Rehabilitation Agreement  
Brownfield Site ID #BF290201002

Attachment E

Contractor Certification Form and Insurance Certificates



# Department of Environmental Protection

Jeff Bush  
Governor

Two Towers Office Building  
2600 Blair Stern Road  
Tallahassee, Florida 32399-2400

David B. Struhs  
Secretary

## CONTRACTOR CERTIFICATION FORM Brownfields Redevelopment Program

Contractor Name: THE COLINAS GROUP, INC. Date: OCTOBER 9, 2002

Contractor Address: 2033 EAST EDGEWOOD DRIVE, SUITE 5, LAKELAND, FL 33803-3601

Contact Name: MARK R. STEPHENS, F.G., P.E.

Phone No.: 863-669-9141 Fax No.: 863-669-1742

Brownfield Site ID #: BF290201002

The above contractor hereby certifies to the Florida Department of Environmental Protection (FDEP) that it meets the following requirements for contractors participating in the Brownfields Redevelopment Program (Sections 376.80(6) and (7), Florida Statutes (F.S.):

- |  | Yes  | No   |
|--|--|--|
| 1. It meets all certification and license requirements imposed by law  | <input checked="" type="checkbox"/>  | <input type="checkbox"/>                             |
| 2. It performs or contracts laboratory analysis pursuant to National Environmental Laboratory Accreditation Program ("NELAP") certification requirements and performs or contracts field sampling work in accordance with the Standard Operating Procedures (SOP) for Field Activities (DEP-SOP-001/01) pursuant to Chapter 62-160, Florida Administrative Code. | <input checked="" type="checkbox"/>  | <input type="checkbox"/>                             |
| 3. It complies with all applicable OSHA regulations.   | <input checked="" type="checkbox"/>  | <input type="checkbox"/>                             |
| 4. It maintains Workers' Compensation Insurance for all employees. [Provide insurance certificate] (SEE ATTACHED EXEMPTIONS)   | <input checked="" type="checkbox"/>  | <input type="checkbox"/>                             |
| 5. It maintains Comprehensive General Liability Insurance, and Comprehensive Automobile Liability Insurance, with minimum limits of at least \$1 million per occurrence and \$1 million annual aggregate for each and has named the State as an additional insured. [Provide insurance certificates]   | <input checked="" type="checkbox"/><br><input checked="" type="checkbox"/> | <input type="checkbox"/><br><input type="checkbox"/> |
| 6. It maintains Professional Liability Insurance with minimum limits of at least \$1 million per claim and \$1 million annual aggregate. [Provide insurance certificate]   | <input checked="" type="checkbox"/>  | <input type="checkbox"/>                             |
| 7. Has the capacity to perform or directly supervise the majority of work at a site in accordance with Section 489.113(9), F.S.  | <input checked="" type="checkbox"/>  | <input type="checkbox"/>                             |

\_\_\_\_\_  
Certified By: Mark R. Stephens  
Title: President

\_\_\_\_\_  
Title: PRESIDENT

This form will be kept on file by the FDEP District office. Contractors must immediately notify the FDEP (Brownfields District Coordinator) of any change in the above criteria. The FDEP may order a suspension or cessation of work for failure of a contractor to maintain their required certification. For additional guidance regarding completion of this form please see the attached "Tip Sheet for Contractor Certification Form". Please return this form (without the Tip Sheet) to the appropriate District Brownfields Coordinator. **This form is not for use with a RCRA program site.**



---

Wal-Mart Stores East, Inc.  
Brownfield Site Rehabilitation Agreement  
Brownfield Site ID #BF290201002

Attachment F

Quality Assurance Certificate



State of Florida  
Department of Health, Bureau of Laboratories  
This is to certify that

C34282  
STJ, Tampa  
6712 Benjamin Road - Suite 100  
Tampa, FL 33634

has complied with Florida Administrative Code 64E-1, for the examination of  
Environmental samples in the following categories:

- SDWA - Group I Unregulated Contaminants, Group II Unregulated Contaminants, Other Regulated Contaminants, Group III Unregulated Contaminants, Microbiology, Primary Inorganic Contaminants, Secondary Inorganic Contaminants, Synthetic Organic Contaminants
- CWA - Extractable Organics, General Chemistry, Metals, Microbiology, Pesticides-Herbicides-PCB's, Volatile Organics
- RCRA/CERCLA - Extractable Organics, General Chemistry, Metals, Pesticides-Herbicides-PCB's, Volatile Organics

Continued certification is contingent upon successful on-going compliance with the NELAC Standards and FAC Rule 64E-1 regulations. Specific methods and analytes certified are on file at the Bureau of Laboratories, P. O. Box 210, Jacksonville, Florida 32231. Clients and customers are urged to verify with this agency the laboratory's certification status in Florida for particular methods and analytes.

EFFECTIVE JULY 1, 2002

THROUGH JUNE 30, 2003



Ming S. Chan, Ph.D.  
Bureau Chief, Bureau of Laboratories  
Florida Department of Health  
DH Form 1597, 3/99

NON-TRANSFERABLE N9016EJ4252

Wal-Mart Stores East, Inc.  
Brownfield Site Rehabilitation Agreement  
Brownfield Site ID #BF290201002

Attachment G

Advisory Committee Members

L.M. "Satch" Satcher  
Town N Country Automotive  
5110 George Road  
Tampa, FL 33634  
(813) 886-8143

Susan Kocab  
6027 Williamsburg Way  
Tampa, FL 33635  
(813) 264-6658

Carlos Yepes  
Belleair Development  
12360 66<sup>th</sup> Street North, Suite H  
Largo, FL 33773  
(727) 536-8686

Attachment H

FORMAT FOR SUBMITTAL OF TECHNICAL DOCUMENTS

1. Two hard copies of each draft report or proposal shall be submitted to the Department.
2. In an effort to increase efficiency, responsiveness, and to enhance environmental protection, electronic (digital) records are an acceptable media substitute for "hard copy" (paper) and shall be pursued as the first option of choice to arrive at compliance. Where an electronic (digital) format exists of the records it shall be used to transmit the data, file, report, document, map, plans, picture, record, or any other object that may be available in an electronic (digital) format. Electronic records shall be kept in industry standard non-proprietary formats: TIFF, GIF, JPEG, PDF, or in Microsoft Word, Microsoft Excel, and Microsoft Access not older than one (1) release behind the current.
3. Data requested shall be transmitted using available media such as Email, Compact Disc (CD), Floppy Diskette, DLT tape cartridge, or File Transfer via an FTP site or dial-in connection. Additional format may be considered at the time of the request.
4. After final approval of each report an electronic copy and one hard copy shall be submitted within 30 days. The electronic copy shall be submitted on Compact Disk (CD) for archiving purposes.
5. The media shall include a file directory and specify the "naming convention".
  - (a) Final reports (any text files) must be in one of the approved formats.
  - (b) Site maps shall be in ".dxf", TIFF, JPEG or ".pdf" format.
  - (c) Site surveys shall be in ".dxf" format.
  - (d) Site-specific GIS data tables shall be in Excel or text (tab delimited) format.
  - (e) The cover of the media shall include the Site Name, Designated Brownfield Area, Date and Type of Report(s).
  - (f) The left inside cover of the media should list all the files located on the media.