

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
BEFORE THE ADMINISTRATOR

In the Matter of:)
)
Aylin, Inc., Rt. 58 Food Mart, Inc.,)
Franklin Eagle Mart Corp., Adnan)
Kiriscioglu d/b/a New Jersey)
Petroleum Organization a/k/a NJPO,)
5703 Holland Road Realty Corp.,)
8917 South Quay Road Realty Corp.,)
and 1397 Carrsville Highway Realty)
Corp.)
)
Respondents)
)
Pure Gas Station)
5703 Holland Road)
Suffolk, Virginia 23437)
)
Rt. 58 Food Mart)
8917 S. Quay Road)
Suffolk, Virginia 23437)
)
Franklin Eagle Mart)
1397 Carrsville Highway)
Franklin, Virginia 23851)
)
Facilities)

Docket No. RCRA-03-2013-0039

Proceeding Under Section 9006 of the
Resource Conservation and Recovery
Act, as amended, 42 U.S.C. § 6991e

Consent Agreement and Final Order

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ENVIRONMENTAL PROTECTION AGENCY
REGION III OFFICE
PHOENIX, ARIZONA

CONSENT AGREEMENT

I. PRELIMINARY STATEMENT

1. Pursuant to Section 9006 of the Solid Waste Disposal Act, commonly known as the Resource Conservation and Recovery Act of 1976, as amended (“RCRA”), 42 U.S.C. § 6991e, Complainant, the Director of the Land and Chemicals Division, U.S. Environmental Protection Agency (“EPA”), Region III, initiated this administrative proceeding for the assessment of civil penalties by filing an Administrative Complaint, Compliance Order and Notice of Right to Request Hearing on March 27, 2013. Subsequently, on August 12, 2015, Complainant filed a First Amended Complaint, Compliance Order and Notice of Right to Request Hearing (“Complaint”). The Complaint alleges that Aylin,

Inc., Rt. 58 Food Mart, Inc., Franklin Eagle Mart Corp., Adnan Kiriscioglu d/b/a New Jersey Petroleum Organization a/k/a NJPO, 5703 Holland Road Realty Corp., 8917 South Quay Road Realty Corp., and 1397 Carrsville Highway Realty Corp. violated Subtitle I of RCRA and the Commonwealth of Virginia's federally-authorized underground storage tank ("UST") management program with respect to certain USTs located at three facilities in Suffolk and Franklin, Virginia.

2. In accordance with the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits* ("*Consolidated Rules of Practice*"), 40 C.F.R. Part 22 (with specific reference to Sections 22.18(b)(2) and (3)), this Consent Agreement ("CA") and the accompanying Final Order ("FO") (collectively, "CAFO") resolve the violations alleged in the Complaint against Aylin, Inc., Rt. 58 Food Mart, Inc., Franklin Eagle Mart Corp., 5703 Holland Road Realty Corp., 8917 South Quay Road Realty Corp., and 1397 Carrsville Highway Realty Corp. ("Respondents").

II. GENERAL PROVISIONS

3. For purposes of this proceeding only, Respondents admit the jurisdictional allegations set forth in the Complaint and this CAFO.
4. Respondents neither admit nor deny the specific factual allegations, findings of fact and conclusions of law, set forth in Paragraph 11 of this CA, except as provided in Paragraph 3 herein.
5. Respondents agree not to contest EPA's jurisdiction with respect to the execution and issuance of this CAFO, or the enforcement of the CAFO.
6. For purposes of this proceeding only, Respondents hereby expressly waive their right to contest any issue of law or fact set forth in this CA and any right to appeal the accompanying FO.
7. Respondents consent to the issuance of this CAFO, without the need for a formal hearing, and agree to comply with its terms and conditions of this CAFO.
8. Respondents agree not to deduct for civil taxation purposes the civil penalty specified in this CAFO.
9. Respondents shall bear their own costs and attorney's fees in connection with this proceeding.
10. Respondents and their employees, servants and agents, including Adnan Kiriscioglu, individually and as the officer, shareholder, director of the Respondents, release EPA, its

employees, servants and agents from any claims under the Equal Access to Justice Act, 5 U.S.C. § 2412 *et. seq.*, (including attorney fees, costs and expenses of any kind and however denominated) which the Respondents have asserted, could have asserted or may assert in the future against EPA and its employees, servants and agents related to the investigation of Respondents' Virginia Facilities, the Respondents and the proceeding resolved by this CAFO.

III. FINDINGS OF FACT AND CONCLUSIONS OF LAW

11. Complainant incorporates by reference the specific factual allegations, findings of fact and conclusions of law, set forth in the Complaint, except any such findings or allegations as to Adnan Kiriscioglu d/b/a New Jersey Petroleum Organization a/k/a NJPO ("Adnan Kiriscioglu").

IV. SETTLEMENT RECITATION

12. In settlement of EPA's claims for civil monetary penalties for the violations alleged in the Complaint as incorporated by reference in Paragraph 11, herein, Respondents consent to the assessment of a civil penalty in the amount of **One Hundred Eighty-Five Thousand Dollars (\$185,000)**, which Respondents agree to pay in accordance with the terms set forth below.
13. The civil penalty set forth in Paragraph 12 herein shall be paid as follows:
 - a. On or before April 11, 2016, Respondents shall remit payment of a civil penalty of **Seventy-Five Thousand Dollars (\$75,000)** by any method identified in Paragraph 18.b.-f. herein.
 - b. On or before 730 days (two years) after the effective date of this CAFO, Respondents shall remit payment of a remaining civil penalty of **One Hundred Ten Thousand Dollars (\$110,000)** plus accrued interest in accordance with Paragraph 21 herein. Respondents may elect to make periodic payments of less than the \$110,000 together with any accrued interest as of the date of any such payment(s) at any time prior to the expiration of the 730-day period. Payment shall be made by any method identified in Paragraph 18.a.-f. herein. The remaining civil penalty described in this paragraph will not be deemed delinquent, for purposes of calculating any administrative handling or late payment fees described in Paragraphs 22 and 23 herein, until 731 days after the effective date of this CAFO.
14. The aforesaid settlement amount is based on a number of factors, including, but not limited to, the facts and circumstances of this case, the statutory factors of seriousness of

the violation, good faith efforts to comply, compliance history, and other appropriate factors (such as ability to pay) as set forth in RCRA Section 9006(c) and (e), 42 U.S.C. § 6991e(c) and (e), EPA's Penalty Guidance for Violations of UST Regulations, dated November 4, 1990, and the *Civil Monetary Penalty Inflation Adjustment Rule*, 40 C.F.R. Part 19.

15. If within thirty (30) days of the effective date of this CAFO or of any payment made pursuant to this CAFO, any of the Respondents commence, or a third party commences, any case, proceeding or other action under any law relating to bankruptcy, insolvency, reorganization or relief of debtor(s) seeking to have any order for relief of any of the Respondents' debts, or seeking to adjudicate any of the Respondents as bankrupt or insolvent, or seeking appointment of a receiver, trustee, custodian or other similar official for any of the Respondents or for all or any substantial part of the Respondents' assets, the Respondents agree as follows:
 - a. The Respondents' obligations under this CAFO may not be avoided pursuant to 11 U.S.C. § 547 and the Respondents shall not argue or otherwise take the position in any such case, proceeding or action that: (i) the Respondents' obligations under this CAFO may be avoided under 11 U.S.C. § 547; (ii) the Respondents' were insolvent at the time this CAFO was entered into; or (iii) the mutual promises, covenants and obligations set forth in this CAFO do not constitute a contemporaneous exchange for new value given to the Respondents.
16. Simultaneously with the filing of this fully executed CAFO, the parties will file a joint motion to withdraw Adnan Kiriscioglu from this proceeding with respect to the violations alleged in the Complaint, attached hereto as Attachment A and made a part hereof, and Complainant releases Adnan Kiriscioglu, individually, from any further proceedings in this matter.
17. As security for the remaining civil penalty (together with any accrued interest, penalties, and/or administrative costs or fees identified in Paragraphs 20-23 herein) identified in Paragraph 13.b. herein, Respondents consent to the imposition of a lien set forth in Attachment B hereto and made a part hereof on the real property located at 5701-5703 Holland Road, Suffolk, Virginia 23437. Simultaneously with the filing of this fully executed CAFO, EPA shall file a fully executed and notarized Indemnity Deed of Trust attached hereto as Attachment B and made a part hereof. Respondents hereby warrant to Complainant not to further encumber, pledge, hypothecate, mortgage, lien, pledge a security interest in the real estate located at 5701 Holland Road, Suffolk, Virginia. Respondents hereby represent that Complainant shall be in a senior position at the time it records the Indemnity Deed of Trust set forth in Attachment B, subject only to the lien filed by the Virginia Department of Taxation on October 19, 2015, in the amount of \$1,234.99, as listed in the title report in Attachment C attached hereto and made a part hereof. Respondents shall reimburse EPA for the filing or recording costs with the Recorder of Deeds, Suffolk County, Virginia, for the lien subject to Paragraph 19 herein.

18. Respondents shall remit payment of the civil penalty described in Paragraph 13.b. herein and/or any interest, administrative fees and late payment penalties identified in Paragraphs 20-23 herein as follows:

- a. By mailing (*via first class U.S. Postal Service mail*) a certified check or cashier's check payable to the "United States Treasury" to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
PO Box 979077
St. Louis, MO 63197-9000

Contacts: Craig Steffen 513-487-2091
Jessica Wenstrup 513-487-2718
Ken Cook 513-487-2225

- b. By overnight delivery of a certified check or cashier's check payable to the "United States Treasury" to:

U.S. Environmental Protection Agency
Government Lockbox 979077
US EPA Fines & Penalties
1005 Convention Plaza
SL-MO-C2-GL
St. Louis, MO 63101

Contacts: Craig Steffen 513-487-2091
Jessica Wenstrup 513-487-2718
Ken Cook 513-487-2225

- c. By delivery of a certified check or cashier's check payable to the "United States Treasury" in any currency drawn on a bank with no USA branches to:

Cincinnati Finance
US EPA, MS-NWD
26 W ML King Drive
Cincinnati, OH 45268-0001

- d. By electronic funds transfer ("EFT") to the following account:

Federal Reserve Bank of New York
ABA: 021030004
Account No: 68010727

SWIFT address: FRNYUS33
 33 Liberty Street
 New York, NY 10045
 Field Tag 4200 of the Fedwire message should read:
 "D 68010727 Environmental Protection Agency"

- e. By automated clearinghouse ("ACH") to the following account:

US Treasury REX/Cashlink ACH Receiver
 ABA: 051036706
 Account 310006
 Environmental Protection Agency
 CTX Format
 Transaction Code 22 -checking

Contact: John Schmid 202-874-7026

- f. Online at: WWW.PAY.GOV/paygov/
 Search for SFO 1.1 (for correct form).

- g. Additional payment guidance is available at:
<https://www.epa.gov/financial/makepayment>

- h. All payments by Respondents shall reference the name and address of Respondent Aylin, Inc., and the EPA Docket Number of this CAFO (RCRA-03-2013-0039). At the same time that any payment is made, Respondents shall send a copy of each check or written confirmation of each EFT, ACH or online payment to:

Janet E. Sharke
 Senior Asst. Regional Counsel
 U.S. EPA, Region III (3RC50)
 1650 Arch Street
 Philadelphia, PA 19103-2029

Ms. Lydia Guy
 Regional Hearing Clerk
 U.S. EPA, Region III (3RC00)
 1650 Arch Street
 Philadelphia, PA 19103-2029

19. Within 60 days after EPA receives confirmation that the remaining civil penalty identified in Paragraph 13.b. herein, together with any recording costs, accrued interest, additional penalties or fees, have been paid in full, EPA shall mark the lien referenced in Paragraph 17 satisfied and record the same with the Clerk of Recorder of Deeds, Suffolk County, Virginia. Respondents shall request a payoff amount from EPA's Cincinnati Finance Center listed in Paragraph 18.a., above, within thirty (30) days prior to making a full and final remittance of the remaining civil penalty set forth in Paragraph 13.b. herein.

20. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below. Accordingly, Respondents' failure to make timely payment shall result in the assessment of late payment charges including interest, penalties, and/or administrative costs of handling delinquent debts.
21. Interest on the civil penalty assessed in Paragraph 13.b. of this CAFO will begin to accrue on the date that a true and correct copy of this CAFO is mailed or hand-delivered to Respondents. However, EPA will not seek to recover interest on any amount of such civil penalty that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a).
22. The costs of the Agency's administrative handling of overdue debts will be charged and assessed monthly throughout the period a debt is overdue. 40 C.F.R. § 13.11(b). Pursuant to Appendix 2 of EPA's *Resources Management Directives - Cash Management*, Chapter 9, EPA will assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) days the penalty remains unpaid.
23. A late payment penalty of six percent (6%) per year will be assessed monthly on any portion of the civil penalty that remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). The late payment penalty on any portion of the debt that remains delinquent for more than ninety days shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d). In addition, Respondents consent to the assessment of a delinquency service fee of Thirty Thousand Dollars (\$30,000) on any portion of the remaining civil penalty identified in Paragraph 13.b. herein that remains delinquent more than 730 calendar days after the effective date of this CAFO.

V. RESERVATION OF RIGHTS

24. EPA reserves the right to commence action against any person, including Respondents, in response to any condition which EPA determines may present an imminent and substantial endangerment to public health, welfare or the environment. In addition, this settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the *Consolidated Rules of Practice*, 40 C.F.R. § 22.18(c). Further, EPA reserves any rights or remedies available under RCRA, the regulations promulgated thereunder, and any other federal laws and regulations for which EPA has jurisdiction, to enforce the provisions of this CAFO, following its filing with the Regional Hearing Clerk.

25. Complainant shall have the right to institute further actions to recover appropriate relief if Complainant obtains evidence that the information provided or representations made by Respondents to EPA regarding matters at issue in the Complaint and this CAFO are false or, in any material respect, inaccurate. Respondent is aware that the submission of false or misleading information to the United States government may subject Respondent to separate civil or criminal liability.

VI. CERTIFICATION OF COMPLIANCE

26. The person signing this CA on behalf of each Respondent certifies, upon personal investigation and to the best of his or her knowledge and belief, that Respondents are currently in compliance with all applicable requirements of the federally-authorized Virginia UST management program at Respondents' Facilities in Virginia.

VII. COMPLIANCE TASKS

27. Pursuant to Section 9006 of RCRA, 42 U.S.C. § 6991e, Respondents must immediately upon the effective date of this CAFO:
- a. Continue to operate and maintain the corrosion protection system for each UST at each of Respondents' Facilities in accordance with 9 VAC § 25-580-90;
 - b. Continue to maintain financial responsibility in accordance with 9 VAC § 25-590-10 et seq. for each UST at each of Respondent's Facilities.
28. Respondents are hereby notified that failure to comply with any of the terms of this CAFO may subject Respondents to the imposition of a civil penalty of up to \$32,500 for each day of continued noncompliance, pursuant to Section 9006(a)(3) of RCRA, 42 U.S.C. § 6991e(a)(3).

VIII. OTHER APPLICABLE LAWS

29. This CAFO shall not relieve Respondents of their obligations to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit, nor does

30. this CAFO constitute a waiver, suspension or modification of the requirements of RCRA Subtitle I, 42 U.S.C. §§ 6991-6991m, or any regulations promulgated thereunder.

IX. PARTIES BOUND

31. This CA and the accompanying FO shall apply to and be binding upon EPA, Respondents, Respondents' officers and/or directors (in their official capacity) and Respondents' successors and assigns. By his or her signature below, the person signing this CA on behalf of the Respondents acknowledges that he or she is fully authorized to enter into this CA and to bind the Respondents to the terms and conditions of this CA and the accompanying FO.

X. FULL AND FINAL SATISFACTION

32. This CAFO constitutes a settlement by EPA of its claims for civil penalties pursuant to Section 9006(a) of RCRA, 42 U.S.C. § 6991e(a), for the violations alleged in the Complaint as incorporated by reference into this Consent Agreement.

XI. EFFECTIVE DATE

33. The effective date of this CAFO is the date on which the Final Order, signed by the Regional Administrator of EPA, Region III, or his designee, the Regional Judicial Officer, is filed with the Regional Hearing Clerk.


XII. ENTIRE AGREEMENT

34. This CAFO constitutes the entire agreement and understanding of the Parties concerning settlement of the above-captioned action and there are no representations, warranties, covenants, terms, or conditions agreed upon between the Parties other than those expressed herein.

For Respondents:

Date: 4/7/2016

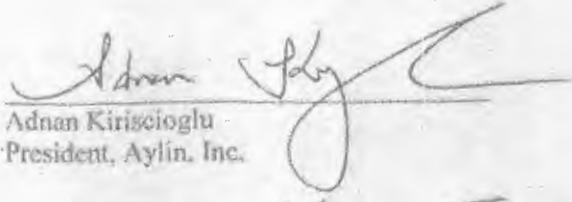
By:


Adnan Kiriscioglu
Individually

4/7/2016


Date: 4/7/2016

By:


Adnan Kiriscioglu
President, Aylin, Inc.


Date: 4/7/2016

By:


Adnan Kiriscioglu
President, Rt. 58 Food Mart, Inc.


Date: 4/7/2016

By:


Adnan Kiriscioglu
President, Franklin Eagle Mart Corp.

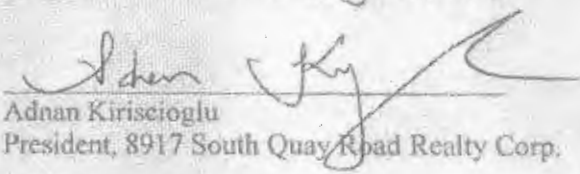
Date: 4/7/2016

By:


Adnan Kiriscioglu
President, 5703 Holland Road Realty Corp.

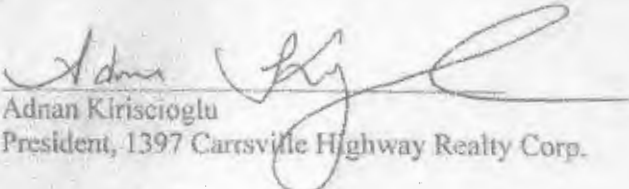
Date: 4/7/2016

By:


Adnan Kiriscioglu
President, 8917 South Quay Road Realty Corp.

Date: 4/7/2016

By:


Adnan Kiriscioglu
President, 1397 Carrsville Highway Realty Corp.

For Complainant:

Date: _____

By:

Janet E. Sharke
Louis F. Ramalho
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency, Region III

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31. This CA and the accompanying FO shall apply to and be binding upon EPA, Respondents, Respondents' officers and/or directors (in their official capacity) and Respondents' successors and assigns. By his or her signature below, the person signing this CA on behalf of the Respondents acknowledges that he or she is fully authorized to enter into this CA and to bind the Respondents to the terms and conditions of this CA and the accompanying FO.

X. FULL AND FINAL SATISFACTION

32. This CAFO constitutes a settlement by EPA of its claims for civil penalties pursuant to Section 9006(a) of RCRA, 42 U.S.C. § 6991e(a), for the violations alleged in the Complaint as incorporated by reference into this Consent Agreement.

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XII. ENTIRE AGREEMENT

34. This CAFO constitutes the entire agreement and understanding of the Parties concerning settlement of the above-captioned action and there are no representations, warranties, covenants, terms, or conditions agreed upon between the Parties other than those expressed herein.


For Respondents:

Date: 9/11/2013


By: 

Adnan Kiriscioglu
Individually


Date: 4/12/2016

By: 
Adnan Kiriscioglu
President, Aylin, Inc.


Date: 4/12/2016

By: 
Adnan Kiriscioglu
President, Rt. 58 Food Mart, Inc.


Date: 4/12/2016

By: 
Adnan Kiriscioglu
President, Franklin Eagle Mart Corp.


Date: 4/12/2016

By: 
Adnan Kiriscioglu
President, 5703 Holland Road Realty Corp.

Date: 4/12/2016

By: 
Adnan Kiriscioglu
President, 8917 South Quay Road Realty Corp.

Date: 4/12/2016

By: 
Adnan Kiriscioglu
President, 1397 Carrsville Highway Realty Corp.

For Complainant:

Date: _____

By: _____
Janet E. Sharke
Louis F. Ramalho
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency, Region III

Date: _____

By: _____
Adnan Kiriscioglu
President, Aylin, Inc.

Date: _____

By: _____
Adnan Kiriscioglu
President, Rt. 58 Food Mart, Inc.

Date: _____

By: _____
Adnan Kiriscioglu
President, Franklin Eagle Mart Corp.

Date: _____

By: _____
Adnan Kiriscioglu
President, 5703 Holland Road Realty Corp.

Date: _____

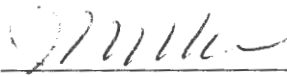
By: _____
Adnan Kiriscioglu
President, 8917 South Quay Road Realty Corp.

Date: _____

By: _____
Adnan Kiriscioglu
President, 1397 Carrsville Highway Realty Corp.

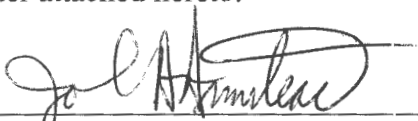
For Complainant:

Date: 4/11/2016

By:  _____
Janet E. Sharke
Louis F. Ramalho
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency, Region III

After reviewing the foregoing Consent Agreement and other pertinent information, the Director, Land and Chemicals Division, EPA, Region III, recommends that the Regional Administrator or the Regional Judicial Officer issue the Final Order attached hereto.

Date: 4.11.16

By: 

John A. Armstead, Director
Land and Chemicals Division
U.S. Environmental Protection Agency, Region III

Attachment A

ATTACHMENT A
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
BEFORE THE ADMINISTRATOR

In the Matter of:)	Docket No. RCRA-03-2013-0039
)	
Aylin, Inc., Rt. 58 Food Mart, Inc.,)	
Franklin Eagle Mart Corp., Adnan)	
Kiriscioglu, 5703 Holland Road)	
Realty Corp., 8917 South Quay Road)	Proceeding Under Section 9006 of the
Realty Corp., and 1397 Carrsville)	Resource Conservation and Recovery
Highway Realty Corp.)	Act, as amended, 42 U.S.C. § 6991e
)	
)	
Respondents.)	

**JOINT MOTION TO WITHDRAW ADNAN KIRISCIOGLU
WITH PREJUDICE AND CANCEL HEARING**

In accordance with the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation/ Termination or Suspension of Permits*, 40 C.F.R. Part 22, the Parties jointly move to withdraw Adnan Kiriscioglu d/b/a/ New Jersey Petroleum a/k/a NJPO with prejudice as a named Respondent in this proceeding with respect to the violations alleged in the Administrative Complaint, Compliance Order and Opportunity for a Hearing, as amended. Together with the fully executed Consent Agreement and Final Order, filed today with the Regional Hearing Clerk of EPA, Region III, and attached hereto, the granting of this motion will fully resolve this proceeding against all Respondents. Accordingly, the Parties also request that the hearing scheduled to commence April 25, 2016, be cancelled.

WHEREFORE, for the foregoing reasons, the Parties respectfully request that this Tribunal issue an Order granting the Parties' Joint Motion to Withdraw Adnan Kiriscioglu With Prejudice and Cancel Hearing.

Respectfully submitted,



Jeffrey L. Leiter
Counsel for Respondents
Bassman Mitchell Alfano & Leiter, Chtd.
1707 L Street, NW, Suite 560
Washington, DC 20036

Date: 04/04/2016



Janet E. Sharke
Louis F. Ramalho
Counsel for Complainant
U.S. EPA, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

Date: 4/12/2016

Attachment B

Prepared by:

Louis F. Ramalho (3RC50)
Sr. Assistant Regional Counsel
Office of Regional Counsel
U.S. EPA, Region III
1650 Arch Street
Philadelphia, PA 19103

Record and Return to:

Louis F. Ramalho (3RC50)
Sr. Assistant Regional Counsel
Office of Regional Counsel
U.S. EPA, Region III
1650 Arch Street
Philadelphia, PA 19103

Parcel Id. No.: Parcel A = 152738000

Parcel Id. No.: Parcel B = 153634500

INDEMNITY DEED OF TRUST

THIS INDEMNITY DEED OF TRUST ("Deed of Trust") is made this 12th day of April, 2016, by and between **5703 HOLLAND ROAD REALTY CORP.**, a Virginia Corporation (hereinafter referred to as "Grantor" and/or "Guarantor"), and John A. Armstead and Carol Amend (the "Trustees"), for the benefit of the **UNITED STATES OF AMERICA**, its successors and assigns (hereafter collectively referred to as "Beneficiary").

RECITALS

WHEREAS, the Grantor is indebted to the Beneficiary, and Grantor and other entities (collectively "Respondents") named in the Administrative Complaint, Compliance Order and Notice of Right to Request Hearing, as amended, U.S. EPA Docket No. RCRA-03-2013-0039, (hereinafter referred to as "Complaint"), have executed a Consent Agreement obligating them to pay the United States of America the sum of One Hundred Ten Thousand Dollars (\$110,000.00) ("Remaining Civil Penalty") to settle the claims of the United States of America against the Respondents in the Complaint;

WHEREAS, as part of the inducement to the Beneficiary to settle claims in the Complaint, Grantor has agreed to guarantee the repayment of the indebtedness evidenced by the Consent Agreement;

WHEREAS, the minimum lien on the property secured herein shall be One Hundred Ten Thousand Dollars (\$110,000.00). Payment of the Remaining Civil Penalty under said Consent Agreement being more fully set forth therein.

WHEREAS, Grantor desires to secure the prompt payment of said Remaining Civil Penalty, when and as the same shall be become due and payable, and all costs and expenses incurred in respect thereto as set forth in the Consent Agreement, including reasonable counsel fees incurred or paid by Beneficiary or substituted Trustee, or by any person hereby secured, on account of any disputed matter or any litigation at law or in equity which may arise in respect to this Deed of Trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein.

GRANTING CLAUSES

That the said Grantor, in consideration of the premises described below and mutual promises between the parties, is hereby acknowledged to have granted and does hereby grant unto the Trustees, all that said piece or parcel of land, situate, lying and being known as **5701 Holland Road, Holy Neck Borough, Suffolk County, Commonwealth of Virginia**, and being known and distinguished as set forth below:

See Exhibit "A" attached hereto and made a part hereof, (Hereinafter referred to as the "Premises" and/or "Property").

Together with all the improvements thereon, and all and every one of the easements, rights, ways, waters and advantages to the same belongings, or thereto in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of Grantor of, in, to, or out of the said Premises.

In and upon the trusts, nevertheless, hereinafter declared; that is to say: In Trust to permit said Grantor hereto, its assigns, to use and occupy the Premises, and rents, issues, and profits thereof to take, have, and apply to and for its sole use and benefit until default be made in the payment of the Remaining Civil Penalty in accordance with the terms and conditions of the Consent Agreement hereby secured or any installment thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided.

And upon full payment of the Remaining Civil Penalty in accordance with the terms and conditions of the Consent Agreement, and all monies advanced and expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for Trustee shall release and reconvey the Premises unto said Grantor, its assigns, at its cost.

And it is agreed that, from time to time, the holder of the indebtedness hereby secured has the irrevocable power to substitute without cause or notice, a Trustee or Trustees in the place and stead of any Trustee or Trustees named herein, or acting herein as Trustee, by filing for record in the office where these presents are recorded a "Deed of Substitute Appointment;" and that said substitute Trustee or Trustees so named shall have and be vested with the same title and powers as Trustees hereto at the time of execution hereof.

And Grantor hereto does hereby agree to the payment of a reasonable fee to Trustees named herein or substitute Trustee hereof for the execution by said Trustees for any papers that may from time to time be required.

And upon this further Trust, upon any default or failure being made in the payment of the Remaining Civil Penalty in accordance with the terms and conditions of the Consent Agreement, when and as the same shall become due and payable, or upon default being made in payment, after demand thereof, of any money advanced as herein provided for, of any proper cost, charge, commission, or expense in and about the same, or upon a breach of any covenants or agreements herein contained, then and at any time thereafter said Beneficiary, survivor of them, or substitute Trustee, or Trustee acting in the execution of this trust shall have the power and it shall be his duty thereafter to sell, and in case of any default of any purchaser to resell the said described Premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisements as Beneficiary, survivors of them, or the substituted Trustee, or Trustee acting in the execution of this trust shall deem advantageous and proper to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost, of the purchaser, or purchasers thereof, who shall not be required to see the application of the purchase money and of the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all fees and costs herein provided for, including reasonable counsel fees, and all monies advanced for taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission of five percent (5%) on the amount of said sale or sales; secondly, to pay whatever may then remain unpaid of said Remaining Civil Penalty in accordance with the terms and conditions of the Consent Agreement, whether the same shall be due or not, it being agreed that said full payment of the Remaining Civil Penalty in accordance with the terms and conditions of the Consent Agreement Amount shall, upon such sale being made before maturity of said Consent Agreement be and become immediately due and payable at the election of the holder thereof; and, lastly, to pay the remainder of said proceeds if any there be to said Grantor, its assigns, upon the delivery and surrender to the purchaser, his, her, or his heirs or assigns, of possession of the Premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.

And Grantor does hereby agree at its own cost, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid, to keep the said improvements insured against loss by fire and other hazards, with extended coverage, in the name and to the satisfaction of Beneficiary, or substituted Trustee, in such fire insurance company or companies and through such agent as said Beneficiary may approve, who shall apply whatever may be received therefrom to the payment of the matter hereby secured, whether due or not, unless the parties entitled to receive shall waive the right to have the same so applied and also to pay all taxes and assessments, both general and special, that may be assessed against, or become due on said land and premises during the continuance of this trust and that upon any neglect or default to so insure, or to pay taxes and assessments, any parties hereby secured may have said improvements insured, pay said taxes and assessments, and the expenses thereof shall be

a charge hereby secured and bear interest at the rate of six percent (6%) per annum from the time of such payment.

And Grantor hereto does hereby covenant and agree with Beneficiary hereto that no lien on the within described Property which is senior in priority to the lien of these presents, shall be permitted to become or remain in default in any respect during any time wherein any part of the debt secured by these presents shall be unpaid and also to make full payment of said indebtedness hereby secured, together with all interest thereon accrued and unpaid.

And it is further agreed that if said Property shall be advertised for sale, as herein provided, and not sold, Trustee or Trustees actin shall be entitled to one-half the commission above provided, to be computed on the original amount of the debt hereby secured.

And it is agreed that a waiver of any breach of any covenant herein contained shall not be construed as a waiver of the covenant.

And Grantor does hereby agree with Trustees that said Trustees or the holder of the Agreement hereby secured, shall have the right to inspect the hereinbefore described Premises at any reasonable time, without prior notice.

And said Grantor covenants that it will warrant specially the Premises hereby conveyed, and that it will execute such further assurances of said land as may be requisite or necessary, and that it will repay the indebtedness secured hereby. ✓

IN WITNESS WHEREOF, the said Grantor has caused these presents to be duly executed the day and year first above written.

5703 HOLLAND ROAD REALTY CORP.

Witness:
Carmen Melia
Name:

By: Adnan Kiriscioglu
Adnan Kiriscioglu
President

Witness:
Veronica Fuentes
Name:

By: Adnan Kiriscioglu
Adnan Kiriscioglu
Secretary

STATE OF NEW JERSEY
COUNTY of BERGEN, ss:

On this 12th day of April, 2016, before me personally appeared Adnan Kiriscioglu, to me known, who, being by me duly sworn, did depose and say: he resides at 29 Waterview Drive, Port Jefferson, New York; that he is the sole officer, director and shareholder of the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by order; and he acknowledged the said instrument to be the free act and deed of said corporation. Further, on this 12 day of April, 2016, before me personally appeared Carmen Melia and Veronica Fuentes, who have satisfactorily identified themselves as the witnesses to the above-referenced document.



Maritza C. Alvarez
Notary Public

MARITZA C. ALVAREZ
NOTARY PUBLIC OF NEW JERSEY
My commission expires: My Commission Expires 4/27/2016

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Parcels "A" and "B" as shown on a plat entitled, "Survey Showing Property of Marvin Reid, Jr., Holy Neck Borough, Suffolk, Virginia," dated August 6, 1980, and made by G.R. Jenkins, Land Surveyor, No. 1236, which plat is recorded in Plat Book 5, page 133 in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia. Reference is hereby made to the plat for a more particular description of the property.

IT BEING the same property conveyed to Crossroads Properties, Inc., a Virginia corporation, by deed from John W. Keffer and Dana V. Keffer, husband and wife, dated September 11, 1991, recorded September 19, 1991, in Deed Book 307, at page 554.

IT BEING the same property conveyed to 5703 Holland Road Realty Corp., a Virginia corporation, by deed from Crossroads Properties, Inc., a Virginia corporation, dated April 1, 2001, recorded June 14, 2001, in Instrument No. 010006840, at pages 85-86.

Parcel Id. No.: Parcel A = 152738000

Parcel Id. No.: Parcel B = 153634500

Property Address: 5701 Holland Road
Suffolk, VA 23437-9564

Attachment C



AFX Research, LLC

20 Years of Title Document Research

PROPERTY AND OWNERSHIP INFORMATION

Owner's Name	5703 HOLLAND ROAD REALTY CORP	Order #	79-20064-47
Property Address	5701 HOLLAND ROAD	Completed Date	03/30/2016
City/State	SUFFOLK, VA 23437	Effective Date	03/28/2016
APN/Parcel/PIN	152738000	County	SUFFOLK CITY

CURRENT DEED

Grantor	CROSSROADS PROPERTIES INC	Deed Date	04/01/2001
Grantee	5703 HOLLAND ROAD REALTY CORP	Recorded Date	06/14/2001
Notes:	\$10.00	Instrument Book/Page	010006840/85
		Deed Type	DEED OF BARGAIN & SALE

TAX INFORMATION

Year	Property Tax Status	Due Date	Amount
2015-2016	PAID - 1 ST HALF	12/05/2015	\$1,670.27
2015-2016	OPEN - 2 ND HALF	06/05/2016	\$1,670.27
Notes:		Land Value	\$92,300.00 Improved %: 70%
		Building/Improvements	\$219,900.00 Tax Year: 2014
		TOTAL ASSESSED VALUE	\$312,200.00 Assessed Year: 2014

OPEN MORTGAGE/DEED OF TRUST INFORMATION

Mortgagor	NO OPEN MORTGAGE/DEED OF TRUST FOUND	Dated	
Mortgagee	FOR CURRENT OWNER FOR SUBJECT PROPERTY	Date Recorded	
Trustee		Instrument Book/Page	
Type		Original Amount	
Related		Recorded Date Book/Page	

RELATED JUDGMENTS, UCC AND LIENS AGAINST OWNER

Instrument #	Description	Date Recorded	Amount
150062990	JUDGMENT - DEPT OF TAXATION	10/19/2015	\$1,234.99

ADDITIONAL COMMENTS/INFORMATION

PLAT MAP RECORDED 07/27/2010, DOC #20100727000101780

Matters affecting the above real estate which do not directly appear among the land records, or are not indexed to the exact listed names and legal descriptions above are not included in this report. This is not a commitment for insurance nor is it an opinion on marketability of title. Subject to terms and conditions at TitleSearch.com

www.titlesearch.com | www.afxtitle.com

877-TITLE-37 | 877-848-5337

4

Real Estate Public Inquiry Ticket Detail

2016 REAL ESTATE TAXES

Department : RE2016 Ticket No: 1940650003 Frequency: 2 Supplement No: 0

Name: 5703 HOLLAND ROAD REALTY CORP Account No: 152738000

Name 2: Map No: 152738000

Address: 1397 CARRSVILLE HWY District: 02

FRANKLIN VA 23851

Description: WILSON, GREEN, RT. 58

RT. 610, RICHTER

41*14

Bill Date: 08/24/2015

Due Date: 06/06/2016

Land Value: \$92,300

Improvement Value: \$219,900

Original Bill: \$1,670.27 Acres: 1.68 Last Payment: 08/24/2015

Payments: \$0.00 Penalty Paid: \$0.00 Interest Paid: \$0.00

Amount Owed: \$1,670.27

Total Owed: \$1,670.27 Penalty: \$0.00 Interest: \$0.00

Note: If payment was received within the past 10 business days,
any returned items may not be posted at this time.
Please check again later.

Date	Type	Transaction No.	Amount	Balance
8/24/2015	Charge	0	\$1,670.27	\$1,670.27
1				

[New Search](#) [Previous](#)

Real Estate Public Inquiry Ticket Detail

2016 REAL ESTATE TAXES

Department : RE2016 Ticket No: 1940650004 Frequency: 2 Supplement No: 0

Name: 5703 HOLLAND ROAD REALTY CORP Account No: 152738000

Name 2:

Map No: 152738000

Address: 1397 CARRSVILLE HWY

District: 02

FRANKLIN VA 23851

Description: WILSON, GREEN, RT.58

RT.610, RICHTER

STORM WATER 6

Bill Date: 08/24/2015

Due Date: 06/06/2016

Land Value: \$92,300

Improvement Value: \$219,900

Original Bill: \$216.00 Acres: 1.68 Last Payment: 08/24/2015

Payments: \$0.00 Penalty Paid: \$0.00 Interest Paid: \$0.00

Amount Owed: \$216.00

Total Owed: \$216.00 Penalty: \$0.00 Interest: \$0.00

Note: If payment was received within the past 10 business days,
any returned items may not be posted at this time.

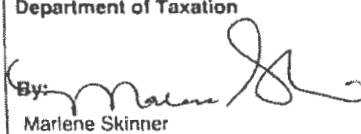
Please check again later.

Date	Type	Transaction No.	Amount	Balance
8/24/2015	Charge	0	\$216.00	\$216.00
1				

[New Search](#) [Previous](#)

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5703 HOLLAND ROAD REALTY CORP

MEMORANDUM of LIEN COMMONWEALTH OF VIRGINIA		Department of Taxation P.O. Box 1880 Richmond, Virginia 23218-1880		
As provided by Section 58.1-1805 of the <i>Code of Virginia</i> , notice is given that taxes (including interest and penalties) have been assessed against the following-named taxpayer. Demand for payment of this liability has been made, but it remains unpaid. Therefore, the Tax Commissioner has caused this Memorandum of Lien to be filed in the Clerk's Office of the Circuit Court and recorded in the Judgment Docket Book. This Memorandum shall have the same effect as a judgment in favor of the Commonwealth.		For Optional Use by Clerk's Office		
Location of Circuit Court W: RANDOLPH CARTER, JR., CLERK SUFFOLK CIRCUIT COURT 150 NORTH MAIN STREET SUFFOLK, VA 23439-1604		FEIN/SSN: 22-3790423 SSN 2:		
Name of Taxpayer and Last Known Mailing Address 5703 HOLLAND ROAD REALTY CORP 5703 HOLLAND ROAD REALTY CORP 5703 HOLLAND RD SUFFOLK, VA 23437-9564				
City/County of Residence or Principal Place of Business Name of City/County: Suffolk		Date of Birth Not Available		
Department of Taxation By:  Marlene Skinner		Issuing Office Office of Compliance District Office - Norfolk P O Box 145 CARRSVILLE, VA 23315-0145 (804) 404-4677		Date: October 15, 2015
Type of Tax	Tax Period	Date of Assessment	Bill Number	Judgment Amount
Pass Through Entity	01/01/13 - 12/31/13	03/04/15	41640	\$1,234.99
TOTAL				\$1,234.99



INSTRUMENT # 150062990
RECORDED IN CLERK'S OFFICE OF SUFFOLK ON
Oct 19, 2015 AT 11:59:55 am
W. RANDOLPH CARTER, JR. by JBR

JUN 14 2006 840

PAGE 85

Examined, verified and
mailed to Ti-Be Associates
June, 20 01 7

DRAFTED BY: KEVIN L. HUBBARD, ESQUIRE, 505B CEDAR ROAD, CHESAPEAKE, VIRGINIA, 23322
(757) 436-0855 (757) 382-9365
RETURN TO: TITLE ASSOCIATES OF TIDEWATER

DEED OF BARGAIN & SALE

THIS DEED, made this 1st. day of April, 2001, by and between **CROSSROADS PROPERTIES, INC.**, a Virginia Corporation, Grantor, party of the first part and **5703 HOLLAND ROAD REALTY CORP.**, a Virginia Corporation, Grantee, party of the second part whose address is: 5703 Holland Road, Suffolk VA 23434

WITNESSETH

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto the Grantee, the following described property, to-wit:

Parcels 'A' and 'B' as shown on a plat entitled, 'Survey Showing Property of Marvin Reid, Jr., Holy Neck Borough, Suffolk, Virginia', dated August 6, 1980, and made by G.R. Jenkins, Land Surveyor, No. 1236, which plat is recorded in Plat Book 5, page 133 in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia. Reference is hereby made to the plat for a more particular description of the property.

IT BEING the same property conveyed to the Grantor by deed from John W. Keffer and Dana V. Keffer, husband and wife, dated September 11, 1991, recorded September 19, 1991, in Deed Book 307, at page 554.

Map & Parcel No: Parcel A = 152738000 Parcel B = 153634500

This conveyance is expressly made subject to all unexpired conditions, restrictions, reservations and easements of record, if any, constituting constructive notice.

WITNESS the following signature and seal:

CROSSROADS PROPERTIES, INC.

By: H Lynn Keffer - President
H. LYNN KEFFER, President

STATE OF VIRGINIA
CITY OF Chesapeake, to-wit:

The foregoing instrument was acknowledged before me this 1st day of April ²⁰⁰¹ ~~December~~, 2000, by H. Lynn Keffer, President, Crossroads Properties, Inc.



Sheldon Scott
Notary Public

My commission expires: 2-28-2002

INSTRUMENT #010006840
RECORDED IN THE CLERK'S OFFICE OF
SUFFOLK ON
JUNE 14, 2001 AT 11:53AM
\$190.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$95.00 LOCAL: \$95.00
HENRY C. MURDEN, CLERK
BY: Sharon F. Knight (DC)
St. Tax \$285.00



City of Suffolk, Real Estate Assessments

Account No.: 152738000

Property Address: 5701
HOLLAND RD

Subdivision:

Lot/Acre: 1.68 Acre(s)

Legal Desc. 1: WILSON, GREEN, RT.58

Legal Desc. 2: RT.610, RICHTER

Legal Desc. 3:

Plat Book:

Page:

Cabinet:

Drawer:

Map No.: 41*14

Class Code: 0004

Tax Rate: \$1.0700 per \$100 of assessed value.

Tax Relief:

Owner Name: 5703 HOLLAND ROAD REALTY CORP

Mailing Address: 8012 TONNELLE AVE, NORTH BERGEN, NJ 07047

Sales History

<u>Sale Date</u>	<u>Price</u>	<u>Deed Book</u>	<u>Page</u>	<u>Doc. Num.</u>
June 14, 2001	\$190,000			010006840
September 1991	\$0	307	0554	

Assessed Values

	<u>FY 16/17</u>	<u>FY 15/16</u>
Land:	\$92,300	\$92,300
Building:	\$219,900	\$219,900
Land Use:	\$0	\$0
Total Assessed Value:	\$312,200	\$312,200

Structure Details

Use:	Style:
Square Feet: 2,502	Year Built:
Bedrooms:	Bathrooms:
Roof Type:	Roof Cover:
Exterior:	Floor Cover:
Type of Heat:	Fireplace 1:
	Fireplace 2:

Supplement

Code:	Months:
Land Amount: 0	Building Amount: 0
Comments:	

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
BEFORE THE ADMINISTRATOR**

In the Matter of:)

Aylin, Inc., Rt. 58 Food Mart, Inc.,)
Franklin Eagle Mart Corp., Adnan)
Kiriscioglu d/b/a New Jersey)
Petroleum Organization a/k/a NJPO,)
5703 Holland Road Realty Corp.,)
8917 South Quay Road Realty Corp.,)
and 1397 Carrsville Highway Realty)
Corp.)

Docket No. RCRA-03-2013-0039

Respondents)

**Proceeding Under Section 9006 of the
Resource Conservation and Recovery
Act, as amended, 42 U.S.C. § 6991e**

Pure Gas Station)
5703 Holland Road)
Suffolk, Virginia 23437)

Rt. 58 Food Mart)
8917 S. Quay Road)
Suffolk, Virginia 23437)

Final Order

Franklin Eagle Mart)
1397 Carrsville Highway)
Franklin, Virginia 23851)

Facilities)

FINAL ORDER

Complainant, the Director of the Land and Chemicals Division, U.S. Environmental Protection Agency, Region III, and Respondents, Aylin, Inc., Rt. 58 Food Mart, Inc., Franklin Eagle Mart Corp., 5703 Holland Road Realty Corp., 8917 South Quay Road Realty Corp., and 1397 Carrsville Highway Realty Corp., have executed a document entitled "Consent Agreement," which I hereby ratify as a Consent Agreement in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 C.F.R. Part 22 (with specific reference to Sections 22.18(b)(2) and (3)). The terms of the foregoing

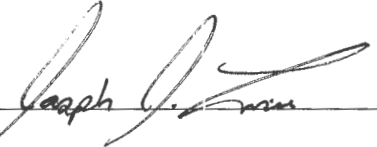
Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if fully set forth at length herein.

Based upon the representations of the parties in the attached Consent Agreement, the penalty agreed to therein is based upon consideration of, *inter alia*, EPA's Penalty Guidance for Violations of UST Regulations (November 1990) and the statutory factors set forth in Section 9006(c) and (e) of the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. § 6991e(c) and (e).

NOW, THEREFORE, PURSUANT TO Section 9006 of RCRA, 42 U.S.C. § 6991e, and Section 22.18(b)(3) of the Consolidated Rules of Practice, **IT IS HEREBY ORDERED** that Respondents pay a civil penalty in the amount of **ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$185,000.00)**, in accordance with the payment provisions set forth in the Consent Agreement, and comply with the terms and conditions of the Consent Agreement.

The effective date of the attached Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

April 12, 2016
Date



Joseph J. Lisa
Regional Judicial and Presiding Officer
U.S. EPA Region III