

**VOLUNTARY CLEANUP CONTRACT
14-6284-NRP**

**IN THE MATTER OF
VEGA PROPERTIES, GREENVILLE COUNTY
and
MACON INVESTMENT COMPANY, INC.
AND
AUGUSTA MANOR, LP**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Macon Investment Company, Inc. and Augusta Manor, LP, with respect to the Property located within the southeast block at the corner of Rowley Street and East Stone Avenue in Greenville, South Carolina. The Property includes approximately 1.13 acres as identified below:

Tax Map Number	Address	Acreage
0034.00-02-001.00	100 East Stone Avenue	0.432
0034.00-02-002.00	40 Rowley Street	0.25
0034.00-02-003.00	36 Rowley Street	0.239
0034.00-02-039.00	104 East Stone Avenue	0.209

In entering this Contract, the Department relies on the representations contained in the “Non-Responsible Party Application for Voluntary Cleanup Contract” of August 25, 2014, and any amendments thereto, by Macon Investment Company, Inc. and the “Non-Responsible Party Application for Voluntary Cleanup Contract” of August 25, 2014, and any amendments thereto, by Augusta Manor, LP, which are incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et seq. (as amended), the Comprehensive Environmental Response, Compensation and Liability Act

(CERCLA), 42 U.S.C. §§ 9601, et seq., the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et seq. (as amended), and the South Carolina Pollution Control Act, § 48-1-10 et seq.

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §44-56-710 et seq. (as amended), and if not set forth therein, shall have the meaning assigned to them pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et seq. (as amended), the S.C. Pollution Control Act, S.C. Code Ann. § 48-1-10, et seq. (as amended), the S.C. State Underground Petroleum Environmental Response Bank Act, S.C. Code Ann. § 44-2-10, et seq. (as amended) or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq.
 - A. "Macon" means Macon Investment Company, Inc.
 - B. "Augusta" means Augusta Manor, LP.
 - C. "The Non-Responsible Parties" means Macon Investment Company, Inc. and Augusta Manor, LP.
 - D. "Beneficiaries" means Macon's and Augusta's Non-Responsible Party lenders, signatories, parents, subsidiaries, partners, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
 - E. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
 - F. "Contract" means this Voluntary Cleanup Contract.

- G. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- H. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- I. "Property" means the real property as described in the Non-Responsible Party Applications for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of the Non-Responsible Parties or their Beneficiaries.
- J. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- K. "Site" means all areas where a contaminant has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA Section 101 (28).
- L. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

- 2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:
 - A. Owners and Operators: The owners and operators of the Property include the following:

100 East Stone Avenue and Lots 5 and 7 Rowley Street Parcel - TMS 0034.00-02-001.00, 0034.00-02-002.00 and 0034.00-02-003.00	
<i>Owner/Operator</i>	<i>Dates of Ownership</i>
Vega Corporation	4/7/08 - present
S&M Properties of Greenville, LLC and SAAD Holdings, LLC	4/7/08 - 4/7/08
S&M Properties of Greenville, LLC	11/9/05 - 4/7/08
Louis G. Manios	1/7/05 - 11/9/05
Mamie B. Harris	5/30/96 - 1/7/05
Charles F. Harris and Merl F. Code	3/9/85 - 5/30/96
100 East Stone Avenue Parcel - TMS 0034.00-02-001.00	
<i>Owner/Operator</i>	<i>Dates of Ownership</i>
Richard C. Rountree	5/17/73 - 3/9/85
Wally's Car Wash, Inc.	12/23/64 - 5/17/73
J. Wallace Smith and Automatic Car Wash Equipment Company, Inc.	10/28/64 - 12/23/64
100 East Stone Avenue (Eastern one-half) Parcel - TMS 0034.00-02-001.00	
<i>Owner/Operator</i>	<i>Dates of Ownership</i>
Joe E. Shaw, Jr.	3/2/59 - 10/28/64
J.L. Greene, same as Joseph Leroy Greene	12/10/45 - 3/2/59
Eva M. Greene and Elizabeth G. Attaway	Unknown - 2/10/45
100 East Stone Avenue (Western one-half) Parcel - TMS 0034.00-02-001.00	
<i>Owner/Operator</i>	<i>Dates of Ownership</i>
Joseph E. Shaw, Jr.	4/11/58 - 10/28/64
William D. McNeill	3/23/53 - 4/11/58
Randolph H. McNeill and Edward C. McNeill	Unknown - 3/23/53
40 Rowley Street Parcel - TMS 0034.00-02-002.00	
<i>Owner/Operator</i>	<i>Dates of Ownership</i>
Richard C. Rountree	4/7/69 - 3/9/85
Ernestine S. Whitsett and Allen M. Lowdermilk	2/13/64 - 4/7/69
Livingston B. Rogerson	6/28/67 - 8/13/68
Clara Smith Rogerson	2/13/64 - 6/28/67
Jessie R. Lowdermilk	2/18/26 - 2/13/64
W. O. Richey	Unknown - 2/18/26
36 Rowley Street Parcel - TMS 0034.00-02-003.00	
<i>Owner/Operator</i>	<i>Dates of Ownership</i>
Richard C. Rountree	4/7/69 - 3/9/85
Allen M. Lowdermilk	8/13/68 - 4/7/69
Lula Jane Miller	11/13/52 - 8/13/68

J. Wright Miller	6/16/29- 11/13/52
Wycliffe Robinson	Unknown - 6/16/29
104 East Stone Avenue Parcel - 0034.00-02-039.00	
<i>Owner/Operator</i>	<i>Dates of Ownership</i>
Vega Corporation	10/10/08 - present
Daystar Construction, Inc.	9/26/05 - 10/10/08
A.Lynn Wiley	7/30/99 - 9/26/05
George E. Bomar	5/26/80 - 7/30/99
Bomar Enterprises, Inc.	9/9/74 - 5/26/80
George E. Bomar	1/25/64 - 9/9/74
R. King Rouse	8/29/50 - 1/25/64
C&S National Bank of SC, Trustee	5/1/62 - 5/31/62
Roy Allen Stipp	8/29/50 - 5/1/62
G. M. Williamson and Bernice M. Williamson	Unknown - 8/29/50

B. Property and Surrounding Areas: The Property is located on the north side of Greenville, South Carolina in an urban area with a mix of residential and commercial properties. The Property is bounded generally by East Stone Avenue and commercial properties to the north, commercial properties and residential properties to the east, residential properties to the south, and Rowley Street and vacant property proposed for residential use under VCC 14-6270-NRP to the west. The Property slopes to the southeast toward a creek.

Historical records indicate the Property was comprised of residential properties from at least the 1920s through the late 1950s. Past commercial uses of the northwest corner of the Property (100 East Stone Avenue) beginning in the late 1950's included a filling station, a car wash, restaurant, rental car service and a private nightclub. The building on 100 East Stone Avenue was removed by 2008 and only a concrete slab remains. Past commercial uses of the office building at 104 East Stone Avenue have included insurance, printing, portrait studio, art gallery and a music shop. The 104 East Stone Avenue building has been vacant since at least 2007. The southernmost portion of the Property appears to have been residential until the residences were vacated and removed in the 1970s.

The Phase I Environmental Assessment (Terracon, August 15, 2014) reports that a previous Phase I ESA (ECS, 2013) identified the past use of the northwestern portion of the Property as a gasoline filling station as a recognized environmental condition. A limited subsurface and geotechnical evaluation, also conducted in 2013 by ECS, identified petroleum odors in the soil boring logs. ECS also conducted a ground-penetrating radar (GPR) survey in 2013 on a portion of the Property. Reportedly, ECS interpreted GPR anomalies to indicate the presence of buried rubble or a former underground storage tank (UST) basin, and that USTs had been removed.

Offsite sources of contamination that have migrated onto the Property are identified in the Phase I Environmental Assessment (Terracon, August 15, 2014) submitted with the Contract application. Two Leaking Underground Storage Tank (LUST) sites are located on North Main Street approximately 560 feet upgradient from the Property. These sites are identified as a former Amoco Station located at 2 West Stone Avenue (UST Permit #10598), and the currently operating Quick Stop located at 647 North Main Street (UST Permit # 15732) which was formerly Brown's Texaco (UST Permit # 04244). Environmental assessment has identified free phase petroleum product at both LUST sites. Five groundwater monitoring wells that were installed as part of investigation of the petroleum releases are present on the Property. Both UST releases are qualified to receive funding under the State Underground Petroleum Environmental Response Bank (SUPERB) Act. The UST Program plans to conduct Aggressive Fluid and Vapor Recovery (AFVR) at both UST sites to remediate the free product.

Groundwater sampling results from wells located on the Property identify petroleum constituents in groundwater above primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58. The 2014 Phase I ESA also indicates that contaminant

concentrations in groundwater are above levels indicative of a Vapor Encroachment Condition based on screening criteria defined in ASTM E 2600-10.

- C. Macon is a State of South Carolina Corporation with its principal place of business located at 211 King Street, Suite 300, Charleston, SC 29401. Macon affirms that it has the financial resources to conduct the response action pursuant to this Contract.
- D. Augusta is a State of South Carolina Limited Partnership with its principal place of business located at 211 King Street, Suite 300, Charleston, SC 29401. Augusta affirms that it has the financial resources to conduct the response action pursuant to this Contract.
- E. The Non-Responsible Parties will acquire the Property and intend to demolish the one existing building and redevelop the Property with an approximately 2,000 square feet of commercial space, 51 multifamily residential units, and surface parking.

BONA FIDE PROSPECTIVE PURCHASER STATUS

- 3. Macon certifies that it is not a current owner of the Property, or parent, successor, or subsidiary of a current or past owner of the Property; is not a Responsible Party for the site, or a parent, successor, or subsidiary of a Responsible Party for the site; and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program. Macon also certifies that it is eligible to be a Bona Fide Prospective Purchaser for the Property.

Augusta certifies that it and its members are not a current owner of the Property, or parent, successor, or subsidiary of a current or past owner of the Property; are not a Responsible Party for the site, or a parent, successor, or subsidiary of a Responsible Party for the site; and have not had any involvement with the Property

in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program. Augusta also certifies that it and its members are eligible to be a Bona Fide Prospective Purchaser for the Property.

RESPONSE ACTION

4. The Non-Responsible Parties agree to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by the Non-Responsible Parties, or their designee(s), within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A Report of the assessment results shall be submitted by the Non-Responsible Parties, or their designee(s) in accordance with the schedule provided in the initial Work Plan. The Non-Responsible Parties acknowledge that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. The Non-Responsible Parties agree to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, the Non-Responsible Parties may seek an amendment of this Contract to clarify their further responsibilities. The Non-Responsible Parties shall perform all actions required by this Contract, and any related actions of the Non-Responsible Parties' choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).

- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). The Non-Responsible Parties shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with 25 S.C. Code Ann. Regs. R.61-71, the South Carolina Well Standards. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. the full EPA Target Analyte List (TAL);
 - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
 - ii. the full EPA Target Compound List (TCL);
 - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);

- iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
 - d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the “EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites” in effect at the time of sampling. The applicable Protection of Groundwater SSL for soil samples shall be the “MCL-Based SSL”, if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of The Non-Responsible Parties' consulting firm(s), analytical laboratories, and the Non-Responsible Parties' contact person for matters relating to this Contract and the Work Plan.
 - a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work Plan.
 - b). The Non-Responsible Parties shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify the Non-Responsible Parties in writing of approvals or deficiencies in the Work Plan.
- 8). The Non-Responsible Parties, or their designee(s), shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.

- 9). The Non-Responsible Parties shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). The Non-Responsible Parties shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). The Non-Responsible Parties shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. The Non-Responsible Parties shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The Report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs,

sample descriptions, field screening results, and all laboratory analytical data.

- 3). All Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). The Non-Responsible Parties shall characterize for disposal any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations..
- 2). Upon discovery of any Segregated Source that has not yet released all contents to the environment, the Non-Responsible Parties shall expeditiously stabilize or remove the Segregated Source from the Property
- 3). The Non-Responsible Parties shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. The Non-Responsible Parties shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). The Non-Responsible Parties shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). The Non-Responsible Parties shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the

well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to The Non-Responsible Parties, of the well owner or occupant of the residence served by the well.

E. Evaluate Northwestern Portion of Property for USTs

- 1). The Non-Responsible Parties shall investigate whether USTs are still present on the northwestern portion of the Property.

F. Assess soil quality across the Property:

- 1). The Non-Responsible Parties shall collect and analyze a minimum of ten (10) soil samples from six (6) locations on the Property. The Non-Responsible Parties shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations:
 - a). A presumed background location. The soil samples shall be analyzed for TAL metals.
 - b). The Property shall be divided into three (3) areas for collection of composite samples. One surface composite and one subsurface composite soil sample shall be collected from each area.
 - i. Parcel 0034.00-02-001.00 and western portion of parcel 0034.00-02-002.00.
 - ii. Parcel 0034.00-02-003.00 and eastern portion of Parcel 0034.00-02-002.00.
 - iii. Parcel 0034.00-02-039.00.
 - c). A minimum of two subsurface soil samples shall be collected from the presumed locations of former UST(s) on Parcels 0034.00-02-001.00 and 0034.00-02-002.00. Sample depth shall be determined in the field to correspond to the depth of the bottom of the USTs or UST excavations.

- 2). Unless otherwise specified above, each soil sample shall be analyzed for TAL-Metals and TCL VOCs and SVOCs. The surface and subsurface soil samples from the grid that includes Parcel 0034.00-02-001.00 shall be analyzed for the full EPA-TAL and EPA-TCL. Soil samples for analysis of VOCs shall be grab samples rather than composite samples and shall be selected from composite sample locations in each grid based on field screening for VOCs. The following chart illustrates the locations and types of testing required.

Location	Type of Sampling	Analytes
Background	1 surface (0-1' below ground) 1 subsurface (2' min.)	TAL-Metals
Parcel 0034.00-02-001.00 and western portion of Parcel 0034.00-02-002.00	1 surface (0-1' below ground) 1 subsurface (2' min.)	EPA-TAL and EPA-TCL
Parcel 0034.00-02-003.00 and eastern portion of Parcel 0034.00-02-002.00	1 surface (0-1' below ground) 1 subsurface (2' min.)	TAL-Metals; TCL VOCs; and SVOCs
Parcel 0034.00-02-039.00	1 surface (0-1' below ground) 1 subsurface (2' min.)	TAL-Metals; TCL VOCs; and SVOCs
Former UST location	2 subsurface (beneath USTs or UST excavation)	TAL-Metals; TCL VOCs; and SVOCs

- 3). Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

G. Assess groundwater quality:

- 1). The Non-Responsible Parties shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from a

minimum of three existing monitoring wells present on the Property as identified below.

- a). Existing monitoring wells MW-33, MW-36, and MW-38.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. In addition, the sample collected from monitoring well MW-38 shall be analyzed for the full TAL/TCL parameters.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

H. Assess Sediment and Surface water quality:

- 1). The Non-Responsible Parties shall collect and analyze one (1) sediment and one (1) water sample from the same location from the creek on the southeastern portion of the Property.
- 2). All surface water and sediment samples shall be analyzed for the full list of TAL-metals and full list of TCL parameters.
- 3). Surface water quality results shall be compared to the values in the SC Water Classifications and Standards, R.61-68, based on consumption of either "water and organisms" or "organisms only" as applicable for the water body. Sediment samples shall be compared to the Ecological Screening Values in EPA Region 4 Ecological Risk Assessment – Supplement to RAGS.

I. Evaluate and control potential impacts to indoor air:

- 1). Available groundwater quality data for the Property identifies concentrations of volatile organic compounds that may pose an unacceptable vapor

intrusion risk on the Property. The Non-Responsible Parties shall either further evaluate vapor intrusion risk to determine appropriate vapor mitigation measures, or shall preemptively mitigate potential impacts to indoor air.

- 2). If The Non-Responsible Parties elect to conduct further evaluation of vapor intrusion risk, the Non-Responsible Parties shall submit a Vapor Assessment Work Plan followed by a report of the results. The Non-Responsible Parties' evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to vapor intrusion. Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a 10^{-6} risk. The Non-Responsible Parties shall predict indoor air concentrations based on the soil gas sample results and site conditions using a depth-appropriate attenuation factor. Screening levels for soil gas and predicted indoor air concentrations shall be based upon the EPA OSWER "Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" or supplemental EPA guidance. Based on the assessment results and any other appropriate lines of evidence, the Non-Responsible Parties shall submit a Vapor Mitigation Plan designed to effectively mitigate the contaminant levels predicted for indoor air for the proposed uses on the Property.
- 3). If The Non-Responsible Parties elect to implement preemptive vapor intrusion mitigation measures in lieu of soil gas sampling, the Non-Responsible Parties shall submit a Preemptive Vapor Mitigation Plan detailing the steps for vapor intrusion control and procedures to confirm the effectiveness of the control measures. A preliminary, conservative evaluation of vapor intrusion risk on the Property indicates predicted indoor

air concentrations may be too high to be sufficiently mitigated by some types of mitigation measures. In the absence of soil vapor assessment to better characterize vapor intrusion risk, the preemptive vapor intrusion mitigation measures shall be designed to maximize reduction of contaminant vapor intrusion and shall require confirmation of acceptable indoor quality when the vapor mitigation system is in place. All vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a 10^{-6} risk for carcinogens and a hazard quotient of 1 for non-carcinogens based on current EPA screening levels for indoor air and guidance on vapor intrusion. All vapor intrusion control measures shall include measures to confirm that the vapor mitigation system is effective, and measures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from the subsurface conditions.

J. Institute reasonable Contamination control measures:

- 1). The Non-Responsible Parties shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all contents to the environment.
 - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
 - b). The Non-Responsible Parties shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). The Non-Responsible Parties shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property

- a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
- b). The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination.
- c). The Non-Responsible Parties may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, the Non-Responsible Parties shall submit for Department approval, an overview of risk assessment assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
- d). Upon completion of any corrective measures, the Non-Responsible Parties shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- e). In the event that corrective measures include engineering controls that must be maintained or monitored during future use of the Property, a Site Management Plan may be required by the Department. If required, the Site Management Plan shall identify procedures for management of

contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

K. Monitor and/or abandon the monitoring wells:

- 1). The Non-Responsible Parties shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). The Non-Responsible Parties shall abandon the monitoring well(s) installed pursuant to this Contract when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well Standards.
- 4). The Non-Responsible Parties shall coordinate with the Department's UST Program to ensure that existing UST Program monitoring wells are properly abandoned prior to initiation of development activities, and to install replacement monitoring wells at locations acceptable to both the Non-Responsible Parties and the SCDHEC UST Program.

HEALTH AND SAFETY PLAN

5. The Non-Responsible Parties shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). The Non-Responsible Parties agree that the Health and Safety plan is submitted to

the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by The Non-Responsible Parties.

PUBLIC PARTICIPATION

6. The Non-Responsible Parties and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by The Non-Responsible Parties.
 - B. The Non-Responsible Parties shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
 - 1). The sign will state "Voluntary Cleanup Project by Macon Investment Company, Inc. and Augusta Manor, LP under Voluntary Cleanup Contract 14-6284-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of Macon and Augusta. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
 - 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.

- 3). The Non-Responsible Parties shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
- 4). The Non-Responsible Parties agree to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). The Non-Responsible Parties shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, The Non-Responsible Parties shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. The Non-Responsible Parties shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within 60 days of the execution date of this Contract and semi-annually thereafter.
 - A. The updates may be in summary letter format, but should include information about:
 - 1). The actions taken under this Contract during the previous reporting period;
 - 2). Actions scheduled to be taken in the next reporting period;
 - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,

4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. The Non-Responsible Parties shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. The Non-Responsible Parties shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. The Non-Responsible Parties or their Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property if Contamination exceeds levels acceptable for unrestricted use after completing the response actions pursuant to this Contract. Contaminant levels acceptable for unrestricted use shall be the Screening Levels for Resident Soil as specified in the EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites for soil, and the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58 for groundwater. Based on currently available groundwater quality data, the Non-Responsible Parties shall enter and record a Declaration of Covenants and Restrictions prohibiting the use of groundwater on the Property, and to implement and maintain effective vapor intrusion mitigation measures on the Property. Additional restrictions may be required based on the response actions completed under this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to the Non-Responsible Parties. An authorized representative of the Non-Responsible Parties or their Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
- B. The Non-Responsible Parties or their Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. The Non-Responsible Parties or their Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (Regional Screening Levels for residential use) on a portion of the Property, the Non-Responsible Parties or their Beneficiaries may create a new parcel on that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for the Non-Responsible Parties or their Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). The Non-Responsible Parties or their Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.

- 2). The Non-Responsible Parties or their Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after the Non-Responsible Parties acquire the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
 - H. The Non-Responsible Parties or their Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
 - I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Angela Gorman
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to the Non-Responsible Parties shall be submitted to the Non-Responsible Parties' designated contact person who as of the effective date of this Contract shall be:

Alan McMahon, Development Associate
The Beach Company
211 King Street, Suite 300
Charleston, SC 29401

FINANCIAL REIMBURSEMENT

11. The Non-Responsible Parties or their Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this

Contract as provided by S.C. Code Ann. §44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to the Non-Responsible Parties on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Alan McMahon, Development Associate
The Beach Company
211 King Street, Suite 300
Charleston, SC 29401

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

- 12. The Non-Responsible Parties agree the Department has an irrevocable right of access to the Property for environmental response matters after the Non-Responsible Parties acquire the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion shall be issued to the Non-Responsible Parties or their Beneficiaries for the Property under this Contract as follows:
- A. The Non-Responsible Parties or their Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
 - B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that the Non-Responsible Parties or their Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. § 44-56-710 through 760 (as amended).
 - C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
 - 1). A Provisional Certificate of Completion will include specific performance standards that the Non-Responsible Parties or their Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if the Non-Responsible Parties or their Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. The Non-Responsible Parties or their Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. The Non-Responsible Parties shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, the Non-Responsible Parties, and their Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. The Non-Responsible Parties or their Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. The Non-Responsible Parties and their Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
- C. If the Certificate of Completion has not been issued, the Non-Responsible Parties or their Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt

of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:

- 1). Is not a Responsible Party for the Site;
- 2). Has sufficient resources to complete the activities of this Contract;
- 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract,
- 4). Will assume the protections and all obligations of this Contract and,
- 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, the Non-Responsible Parties or their Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

- E. If a Certificate of Completion has been issued and the Property is not subject to a Declaration or other continuing obligation pursuant to this Contract, no notification is required.

CONTRACT TERMINATION

16. The Non-Responsible Parties, their Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination, shall provide the Non-Responsible Parties or their Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;
- 2). Change in the Non-Responsible Parties' or their Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of the Non-Responsible Parties or their Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by the Non-Responsible Parties or their Beneficiaries;
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by the Non-Responsible Parties or their Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,

- 7). Failure by the Non-Responsible Parties or their Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the Property as determined by the Department upon consideration of the Non-Responsible Parties' or their Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should the Non-Responsible Parties or their Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by the Non-Responsible Parties or their Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of the Non-Responsible Parties or their Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. The Non-Responsible Parties and their Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from contribution claims under CERCLA Section 113.42 U.S.C. § 9613 and § 44-56-200, et seq.
- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue the Non-Responsible Parties and their Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by the Non-Responsible Parties or their Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by the Non-Responsible Parties or their Beneficiaries. The Department retains all rights under State and Federal laws to compel the Non-Responsible Parties and their Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by the Non-Responsible Parties or their Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than the Non-Responsible Parties and their Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than the Non-Responsible Parties and their Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY THE NON-RESPONSIBLE PARTIES

19. The Non-Responsible Parties retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. The Non-Responsible Parties and their Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, the Non-Responsible Parties and their Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. The Non-Responsible Parties and their Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by the Non-Responsible Parties or their Beneficiaries. The Non-Responsible Parties and their Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously

identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY THE NON-RESPONSIBLE PARTIES AND THEIR BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, the Non-Responsible Parties and their Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

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SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

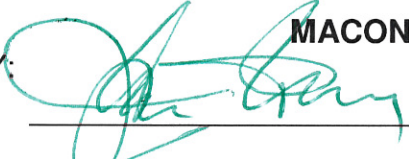
DATE:

Reviewed by Office of General Counsel

BY:

MACON INVESTMENT COMPANY, INC.

DATE:



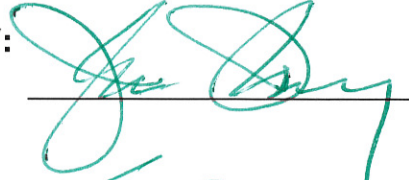
9-12-14

John Darby, President
Printed Name and Title

BY:

AUGUSTA MANOR, LP

DATE:



9-12-14

John Darby, President
Printed Name and Title

APPENDIX A

MACON INVESTMENT COMPANY, INC.

and

AUGUSTA MANOR, LP

Applications for Non-Responsible Party Voluntary Cleanup Contract

August 13, 2014



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: Single Entity Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: Private Individual /Sole Proprietorship For-profit Business (Corp., Partnership, etc.) Tax-Exempt Trust/ Corporation/ Organization Government / Other Public Funded Entity

3. Applicant's Legal Name Augusta Manor, LP

4. Contract Signatures for this Applicant

a. Authorized Signatory

<u>J. Darryl Reyna</u>	<u>Executive VP, COO, & CFO</u>	<u>dreyna@thebeachcompany.com</u>
Name	Title	Email
<u>211 King St - Suite 300</u>	<u>843-722-2615 Ext. 3008</u>	
Address	Phone1	Phone2
<u>Charleston</u>	<u>SC</u>	<u>29401</u>
City	State	Zip

b. Other Signatories None

Name	Title	Phone	Email	Signature Required On Contract?
John C.L. Darby	President and CEO	(843) 722 - 2615		<input checked="" type="checkbox"/>
		() -		
		() -		

RECEIVED

5. Physical Location of Applicant's Headquarters

<u>211 King Street</u>	<u>300</u>	
Street address	Suite Number	
<u>Charleston</u>	<u>SC</u>	<u>29401</u>
City	State	Zip

AUG 25 2014

SITE ASSESSMENT,
REMEDICATION &
REVITALIZATION

6. Mailing address: Same as Authorized Signatory Go to question 7

<u>Alan McMahon</u>	<u>Development Associate</u>
Contact person (if different from Authorized Signatory)	Title
<u>211 King Street Suite 300</u>	<u>843-722-2615 Ext. 3026</u>
Street Number or PO Box	Phone1
<u>Charleston</u>	<u>SC</u>
City	State
	<u>29401</u>
	Zip
	<u>843-412-2739</u>
	Phone 2
	Email

7. Company Structure Information Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in South Carolina (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
<u>The Beach Company</u>	
<u>V Holdings Co., Inc.</u>	

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

Yes No

d. If yes, identify all affiliations: _____

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

[Signature]
Authorized Signatory

[Signature]
Co Signatories

II. Property Information

9. Location

a. Physical Address 100/104 East Stone Avenue and 36/40/42 Rowley Street

b. County Greenville

c. Property is outside any municipal boundaries Property is inside the municipal limits of City of Greenville
(town/city)

10. List any Companies or Site names by which the Property is known

Vega Corporation Properties

11. Total Size of Property Covered by this Contract 1.13 Acres

12. How many parcels comprise the Property? Four

13. Current Zoning (general description)

The property's current zoning is Planned Development (PD). Under the current zoning, the uses will be a mix of multifamily residential units and commercial space.

14. a. Does the property have any above- or below-ground storage tanks? Yes No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 0034000200100
 b. Acreage .432
 c. Current Owner Vega Corporation
 d. Owner Mailing Address 69 Rocky Slope Rd
Greenville, SC 29607

 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? Yes No
 h. Buildings on the parcel? None
 (check all that apply) Demolished/Ruins
 Intact, To be demolished
 Intact, To be re-used
 i. Business/facility operations Never Operated on the parcel
 Not operating since 2008
 (approx date)
 In operation: nature of the business _____

a. Tax Map Parcel# 0034000200200
 b. Acreage .25
 c. Current Owner Vega Corporation
 d. Owner Mailing Address 69 Rocky Slope Rd
Greenville, SC 29607

 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? Yes No
 h. Buildings on the parcel? None
 (check all that apply) Demolished/Ruins
 Intact, To be demolished
 Intact, To be re-used
 i. Business/facility operations Never Operated on the parcel
 Not operating since _____
 (approx date)
 In operation: nature of the business _____

a. Tax Map Parcel# 0034000200300
 b. Acreage .239
 c. Current Owner Vega Corporation
 d. Owner Mailing Address 69 Rocky Slope Rd
Greenville, SC 29607

 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? Yes No
 h. Buildings on the parcel? None
 (check all that apply) Demolished/Ruins
 Intact, To be demolished
 Intact, To be re-used
 i. Business/facility operations Never Operated on the parcel
 Not operating since _____
 (approx date)
 In operation: nature of the business _____

a. Tax Map Parcel# 0034000203900
 b. Acreage .209
 c. Current Owner Vega Corporation
 d. Owner Mailing Address 69 Rocky Slope Rd
Greenville, SC 29607

 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? Yes No
 h. Buildings on the parcel? None
 (check all that apply) Demolished/Ruins
 Intact, To be demolished
 Intact, To be re-used
 i. Business/facility operations Never Operated on the parcel
 Not operating since 2007
 (approx date)
 In operation: nature of the business _____

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____

 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? Yes No
 h. Buildings on the parcel? None
 (check all that apply) Demolished/Ruins
 Intact, To be demolished
 Intact, To be re-used
 i. Business/facility operations Never Operated on the parcel
 Not operating since _____
 (approx date)
 In operation: nature of the business _____

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____

 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? Yes No
 h. Buildings on the parcel? None
 (check all that apply) Demolished/Ruins
 Intact, To be demolished
 Intact, To be re-used
 i. Business/facility operations Never Operated on the parcel
 Not operating since _____
 (approx date)
 In operation: nature of the business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
 (attach additional sheets if necessary)

The project will consist of approximately 2,000 square feet of commercial space, 51 multifamily residential units, and surface parking. Both the commercial and residential uses will be offered as for rent.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? Yes No
 b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? Yes Anticipated Number 10
 No

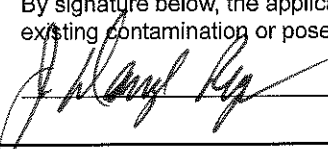
19. Projected Increase to the Tax Base as a result of this redevelopment: \$ 75,000.00

20. a. Will there be Intangible benefits from this redevelopment such as:
 LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
 Creation / Preservation of Green Space on the Property
 Deconstruction/ Recycling of demolition or building debris
 Other _____

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 10 / 02 / 2014

22. Redevelopment Certification
 By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.

 _____
 Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm
 None as of this application date

Terracon Consultants, Inc.				
Company				
3534 Rutherford Road	Taylors	SC	29687	
Address	City	State	Zip	
Craig Eady	1099	864-293-7339	cdeady@terracon.com	
Project Contact1	S.C PE/PG Reg. #	Phone1	Phone 2	email
Kyle Lawing		864-293-7351	kclawing@terracon.com	
Project Contact 2	S.C PE/PG Reg. #	Phone1	Phone 2	email

24. Legal Counsel (Optional)

K&L Gates

Firm

Will Cleveland

843.579.5631

Attorney

Phone1

Phone 2

134 Meeting Street - Suite 200

Charleston

SC

29401

Will.Cleveland@klgates.com

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization and requests waiver of some Departmental costs of implementing this contract.

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: Plat Map Metes and Bounds Text Both

28. The Phase I Environmental Site Assessment Report is attached as a:

New report completed in the past six months by _____ (Name of Environmental Firm)

Older report updated in the past six months by Terracon Consultants, Inc. (Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

The Applicant is not aware of any environmental testing on the property

The Applicant believes the Department already has all environmental data in its files on: _____ (Site Name)

The Following reports are attached: _____ (Site Name)

Report Date	Report Name	Environmental Firm
August 15, 2014	Phase I ESA	Terracon Consultants, Inc.
July 24, 2013	Phase I ESA	ECS, Inc.
October 30, 2013	GPR Survey	ECS, Inc.

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

Enclosed with this Application as an Attachment

Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: Single Entity Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: Private Individual /Sole Proprietorship For-profit Business (Corp., Partnership, etc.) Tax-Exempt Trust/ Corporation/ Organization Government / Other Public Funded Entity

3. Applicant's Legal Name Macon Investment Company, Inc.

4. Contract Signatures for this Applicant

a. Authorized Signatory

<u>J. Darryl Reyna</u>	<u>Executive VP, COO, & CFO</u>	<u>dreyrna@thebeachcompany.com</u>
Name	Title	Email
<u>211 King St - Suite 300</u>	<u>843-722-2615 Ext. 3008</u>	
Address	Phone1	Phone2
<u>Charleston</u>	<u>SC</u>	<u>29401</u>
City	State	Zip

b. Other Signatories None

Name	Title	Phone	Email	Signature Required On Contract?
John C.L. Darby	President and CEO	(843) 722 - 2615		<input checked="" type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

RECEIVED

5. Physical Location of Applicant's Headquarters

<u>211 King Street</u>	<u>300</u>	
Street address	Suite Number	
<u>Charleston</u>	<u>SC</u>	<u>29401</u>
City	State	Zip

AUG 25 2014
SITE ASSESSMENT,
REMEDICATION &
REVITALIZATION

6. Mailing address: Same as Authorized Signatory Go to question 7

<u>Alan McMahon</u>	<u>Development Associate</u>
Contact person (if different from Authorized Signatory)	Title
<u>211 King Street Suite 300</u>	<u>843-722-2615 Ext. 3026</u>
Street Number or PO Box	Phone 1
<u>Charleston</u>	<u>SC</u>
City	State
	<u>29401</u>
	Zip
	<u>843-412-2739</u>
	Phone 2
	Email

7. Company Structure Information Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

- a. Company is Incorporated/ Organized/ Registered in South Carolina (state)
- b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
<u>The Beach Company</u>	
_____	_____
_____	_____
_____	_____

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

Yes No

d. If yes, identify all affiliations: _____

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

<u>[Signature]</u>	<u>[Signature]</u>
Authorized Signatory	Co Signatories

II. Property Information

9. Location

a. Physical Address 100/104 East Stone Avenue and 36/40/42 Rowley Street

b. County Greenville

c. Property is outside any municipal boundaries Property is inside the municipal limits of City of Greenville
(town/city)

10. List any Companies or Site names by which the Property is known

Vega Corporation Properties

11. Total Size of Property Covered by this Contract 1.13 Acres

12. How many parcels comprise the Property? Four

13. Current Zoning (general description)

The property's current zoning is Planned Development (PD). Under the current zoning, the uses will be a mix of multifamily residential units and commercial space.

14. a. Does the property have any above- or below-ground storage tanks? Yes No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information		Complete the information below for each Parcel (attach additional sheets if needed)	
<p>a. Tax Map Parcel# <u>0034000200100</u></p> <p>b. Acreage <u>.432</u></p> <p>c. Current Owner <u>Vega Corporation</u></p> <p>d. Owner Mailing Address <u>69 Rocky Slope Rd</u> <u>Greenville, SC 29607</u></p> <p>e. Contact Person for Access _____</p> <p>f. Access Person's Phone # _____</p> <p>g. Is Parcel Currently Vacant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? (check all that apply) <input checked="" type="checkbox"/> None <input type="checkbox"/> Demolished/Ruins <input type="checkbox"/> Intact, To be demolished <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations <input type="checkbox"/> Never Operated on the parcel <input checked="" type="checkbox"/> Not operating since <u>2008</u> (approx date) <input type="checkbox"/> In operation: nature of the business _____</p>	<p>a. Tax Map Parcel# <u>0034000200200</u></p> <p>b. Acreage <u>.25</u></p> <p>c. Current Owner <u>Vega Corporation</u></p> <p>d. Owner Mailing Address <u>69 Rocky Slope Rd</u> <u>Greenville, SC 29607</u></p> <p>e. Contact Person for Access _____</p> <p>f. Access Person's Phone # _____</p> <p>g. Is Parcel Currently Vacant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? (check all that apply) <input checked="" type="checkbox"/> None <input type="checkbox"/> Demolished/Ruins <input type="checkbox"/> Intact, To be demolished <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations <input type="checkbox"/> Never Operated on the parcel <input type="checkbox"/> Not operating since _____ (approx date) <input type="checkbox"/> In operation: nature of the business _____</p>		
<p>a. Tax Map Parcel# <u>0034000200300</u></p> <p>b. Acreage <u>.239</u></p> <p>c. Current Owner <u>Vega Corporation</u></p> <p>d. Owner Mailing Address <u>69 Rocky Slope Rd</u> <u>Greenville, SC 29607</u></p> <p>e. Contact Person for Access _____</p> <p>f. Access Person's Phone # _____</p> <p>g. Is Parcel Currently Vacant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? (check all that apply) <input checked="" type="checkbox"/> None <input type="checkbox"/> Demolished/Ruins <input type="checkbox"/> Intact, To be demolished <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations <input checked="" type="checkbox"/> Never Operated on the parcel <input type="checkbox"/> Not operating since _____ (approx date) <input type="checkbox"/> In operation: nature of the business _____</p>	<p>a. Tax Map Parcel# <u>0034000203900</u></p> <p>b. Acreage <u>.209</u></p> <p>c. Current Owner <u>Vega Corporation</u></p> <p>d. Owner Mailing Address <u>69 Rocky Slope Rd</u> <u>Greenville, SC 29607</u></p> <p>e. Contact Person for Access _____</p> <p>f. Access Person's Phone # _____</p> <p>g. Is Parcel Currently Vacant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? (check all that apply) <input type="checkbox"/> None <input type="checkbox"/> Demolished/Ruins <input checked="" type="checkbox"/> Intact, To be demolished <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations <input type="checkbox"/> Never Operated on the parcel <input checked="" type="checkbox"/> Not operating since <u>2007</u> (approx date) <input type="checkbox"/> In operation: nature of the business _____</p>		
<p>a. Tax Map Parcel# _____</p> <p>b. Acreage _____</p> <p>c. Current Owner _____</p> <p>d. Owner Mailing Address _____</p> <p>e. Contact Person for Access _____</p> <p>f. Access Person's Phone # _____</p> <p>g. Is Parcel Currently Vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? (check all that apply) <input type="checkbox"/> None <input type="checkbox"/> Demolished/Ruins <input type="checkbox"/> Intact, To be demolished <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations <input type="checkbox"/> Never Operated on the parcel <input type="checkbox"/> Not operating since _____ (approx date) <input type="checkbox"/> In operation: nature of the business _____</p>	<p>a. Tax Map Parcel# _____</p> <p>b. Acreage _____</p> <p>c. Current Owner _____</p> <p>d. Owner Mailing Address _____</p> <p>e. Contact Person for Access _____</p> <p>f. Access Person's Phone # _____</p> <p>g. Is Parcel Currently Vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? (check all that apply) <input type="checkbox"/> None <input type="checkbox"/> Demolished/Ruins <input type="checkbox"/> Intact, To be demolished <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations <input type="checkbox"/> Never Operated on the parcel <input type="checkbox"/> Not operating since _____ (approx date) <input type="checkbox"/> In operation: nature of the business _____</p>		

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

The project will consist of approximately 2,000 square feet of commercial space, 51 multifamily residential units, and surface parking. Both the commercial and residential uses will be offered as for rent.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? Yes No
 b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? Yes Anticipated Number 10
 No

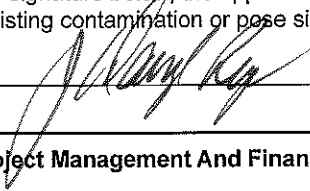
19. Projected Increase to the Tax Base as a result of this redevelopment: \$ 75,000.00

20. a. Will there be Intangible benefits from this redevelopment such as:
 LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
 Creation / Preservation of Green Space on the Property
 Deconstruction/ Recycling of demolition or building debris
 Other _____

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 10 / 02 / 2014

22. Redevelopment Certification
 By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.

 _____
 Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm
 None as of this application date

Terracon Consultants, Inc.				
Company				
3534 Rutherford Road	Taylors	SC	29687	
Address	City	State	Zip	
Craig Eady	1099	864-293-7339	cdeady@terracon.com	
Project Contact 1	S.C PE/PG Reg. #	Phone 1	Phone 2	email
Kyle Lawing		864-293-7351	ktlawing@terracon.com	
Project Contact 2	S.C PE/PG Reg. #	Phone 1	Phone 2	email

24. Legal Counsel (Optional)
 K&L Gates
 Firm
 Will Cleveland 843.579.5631
 Attorney Phone1 Phone 2
 134 Meeting Street - Suite 200 Charleston SC 29401 Will.Cleveland@klgates.com
 Street Number or PO Box City State Zip email

25. Applicant's Billing Address Same as Contact person in #6 above Go to question #26

Financial Contact Title
 Company Phone
 Address
 City State Zip

26. **Financial Viability**

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
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Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

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 (Name of Environmental Firm)

Older report updated in the past six months by Terracon Consultants, Inc.
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 (Site Name)
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- Enclosed with this Application as an Attachment
 Will be submitted along with (or before) the signed contract

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 Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

Rowley and Stone

No. _____

Mailing Addresses for Historic Owners/Operators

100 East Stone Avenue and Lots 5 and 7 Rowley Street		
Parcel - TMS 0034.00-02-001.00, 0034.00-02-002.00 and 0034.00-02-003.00		
Owner/Operator	Mailing Address	Dates of Ownership
Vega Corporation	69 Rocky Slope Road, Greenville, SC 29607	4/7/08 - present
S&M Properties of Greenville, LLC and SAAD Holdings, LLC	183 Faris Circle, Greenville, SC 29605	4/7/08 - 4/7/08
S&M Properties of Greenville, LLC	640 North Main St., Greenville, SC 29601	11/9/05 - 4/7/08
Louis G. Manios	640 North Main St., Greenville, SC 29601	1/7/05 - 11/9/05
Mamie B. Harris	1460 Blue Johnson Road, Hopkins, SC 29061	5/30/96 - 1/7/05
Charles F. Harris and Merl F. Code	No Address in Deed	3/9/85 - 5/30/96
100 East Stone Avenue		
Parcel - TMS 0034.00-02-001.00		
Owner/Operator	Mailing Address	Dates of Ownership
Richard C. Rountree	No Address in Deed	5/17/73 - 3/9/85
Wally's Car Wash, Inc.	No Address in Deed	12/23/64 - 5/17/73
J. Wallace Smith and Automatic Car Wash Equipment Company, Inc.	No Address in Deed	10/28/64 - 12/23/64
100 East Stone Avenue (Eastern one-half)		
Parcel - TMS 0034.00-02-001.00		
Owner/Operator	Mailing Address	Dates of Ownership
Joe E. Shaw, Jr.	No Address in Deed	3/2/59 - 10/28/64
J.L. Greene, same as Joseph Leroy Greene	No Address in Deed	12/10/45 - 3/2/59
Eva M. Greene and Elizabeth G. Attaway	No Address in Deed	Unknown - 2/10/45
100 East Stone Avenue (Western one-half)		
Parcel - TMS 0034.00-02-001.00		
Owner/Operator	Mailing Address	Dates of Ownership
Joseph E. Shaw, Jr.	No Address in Deed	4/11/58 - 10/28/64
William D. McNeill	No Address in Deed	3/23/53 - 4/11/58
Randolph H. McNeill and Edward C. McNeill	No Address in Deed	Unknown - 3/23/53
Lot 5, Rowley Street		
Parcel - TMS 0034.00-02-002.00		
Owner/Operator	Mailing Address	Dates of Ownership
Richard C. Rountree	No Address in Deed	4/7/69 - 3/9/85
Ernestine S. Whitsett and Allen M. Lowdermilk	No Address in Deed	2/13/64 - 4/7/69
Allen M. Lowdermilk	No Address in Deed	2/13/64 - 4/7/69

Rowley and Stone

No. _____

Mailing Addresses for Historic Owners/Operators

Livingston B. Rogerson	No Address in Deed	6/28/67 - 8/13/68
Clara Smith Rogerson	No Address in Deed	2/13/64 - 6/28/67
Jessie R. Lowdermilk	No Address in Deed	2/18/26 - 2/13/64
W. O. Richey	No Address in Deed	Unknown - 2/18/26
Lot 7, Rowley Street		
Parcel - TMS 0034.00-02-002.00		
Owner/Operator	Mailing Address	Dates of Ownership
Richard C. Rountree	No Address in Deed	4/7/69 - 3/9/85
Allen M. Lowdermilk	No Address in Deed	8/13/68 - 4/7/69
Lula Jane Miller	No Address in Deed	11/13/52 - 8/13/68
J. Wright Miller	No Address in Deed	6/16/69 - 11/13/52
Wycliffe Robinson	No Address in Deed	Unknown - 6/16/29
104 East Stone Avenue		
Parcel - 0034.00-02-039.00		
Owner/Operator	Mailing Address	Dates of Ownership
Vega Corporation	69 Rocky Slope Road, Greenville, SC 29607	10/10/08 - present
Daystar Construction, Inc.	1222 Laurens Road, Greenville, SC 29607	9/26/05 - 10/10/08
A.Lynn Wiley	1222 Laurens Road, Greenville, SC 29607	7/30/99 - 9/26/05
George E. Bomar	P. O. Box 5873, Greenville, SC 29606	5/26/80 - 7/30/99
Bomar Enterprises, Inc.	No Address in Deed	9/9/74 - 5/26/80
George E. Bomar	No Address in Deed	1/25/64 - 9/9/74
R. King Rouse	No Address in Deed	8/29/50 - 1/25/64
C&S National Bank of SC, Trustee	No Address in Deed	5/1/62 - 5/31/62
Roy Allen Stipp	No Address in Deed	8/29/50 - 5/1/62
G. M. Williamson and Bernice M. Williamson	No Address in Deed	Unknown - 8/29/50

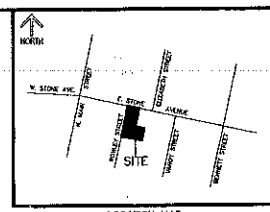
280898432 PLAT/60
 Book: P.L. 1076 Page: 60-00
 October 07, 2008 04:28:11 PM
 Rec'd: 10/08 State Tax: 00.00
 FILED IN GREENVILLE COUNTY, SC

N/F
 VEGA CORPORATION
 TMS 34-2-2
 LOT 5
 0.24 ACRES
 10,612 SQ. FT.
 D.B. 2319-825
 P.B. 1064-3

WALTERS N/F
 TMS 34-2-27
 D.B. 2047-1225

N/F
 D. LAYNE LEMONS, JR.
 TMS 34-2-38
 D.B. 1329-31
 P.B. 15-U-45

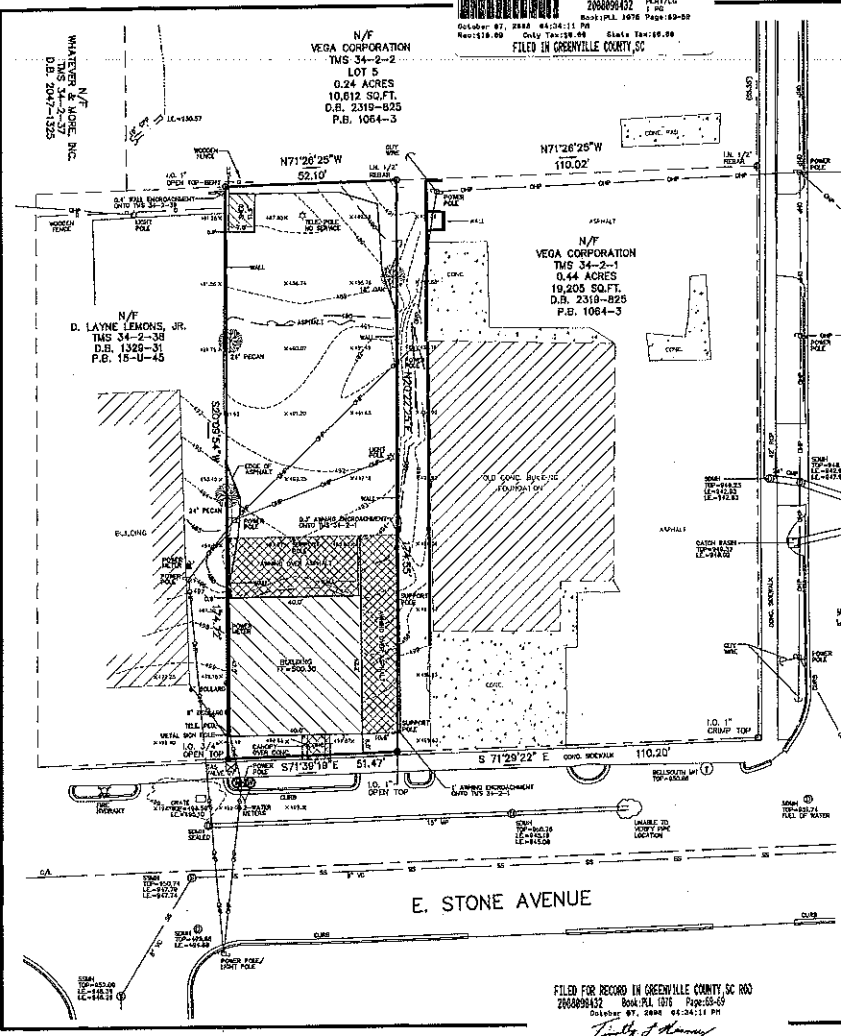
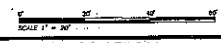
N/F
 VEGA CORPORATION
 TMS 34-2-1
 0.44 ACRES
 19,205 SQ. FT.
 D.B. 2319-825
 P.B. 1064-3



APPROVED BY:
Philip Johnson
 CITY ENGINEER
 DATE: 10/7/08

CAUTION
 PALMETTO UNITY LOCATION SERVICE
 A ONE CALL SYSTEM FOR CONSUMERS AND JOB SITES.
 1. NEVER EXCEPT DIAL TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY DRAWINGS HAS BEEN MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOUTH CAROLINA STATUTE FOR THE PRACTICE OF LAND SURVEYING IN NORTH CAROLINA, AND BESSY DE CROSSING THE REQUIREMENTS FOR A CLASS 'LL' SURVEY AS SPECIFIED THEREIN.

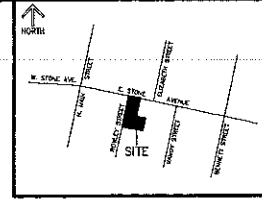
SURVEY OF TAX MAP NO.: 34-2-39
 SITE AREA: 0.21 ACRES/9,040 SQ. FT.



FILED FOR RECORD IN GREENVILLE COUNTY, SC 100
 280898432 Book: P.L. 1076 Page: 60-00
 October 07, 2008 04:28:11 PM
Philip Johnson

SURVEY FOR VEGA CORPORATION	
E. STONE AVENUE GREENVILLE COUNTY	
FRF PAUL REICHERT & FOGLEMAN, INC. ENGINEERING & SURVEYING 755 LOWRIDGES HILL ROAD GREENVILLE, SC 29607 P.O. BOX 271-9653	
SCALE: 1" = 20'	DATE: 9-23-08
DWG. #: 07160-ADJACENT	FILE: 07180

2000032107 PLAT 6
 April 07, 2008 10:00:18 AM Book: P.L. 1064 Page: 3-3
 Fee: \$10.00 Day Fee: \$0.00 State Fee: \$0.00
 FILED IN GREENVILLE COUNTY, SC



APPROVED BY:
Philip B. Lindsey
 CITY ENGINEER
 DATE: APRIL 7, 2008

CAUTION

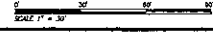
PALMETTO UTILITY LOCATION SERVICE
 3 DAYS BEFORE DIGGING CALL
 TOLL FREE 1-800-922-0963
 A ONE CALL SYSTEM FOR COMMUNITY AND JOB SAFETY.

BE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTOR'S CONVEINENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN OR THESE BEING THE SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

"I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN."

SURVEY OF TMS 34-2-1, 2, 3

TOTAL SITE AREA: 0.93 ACRES



SURVEY FOR VEGA CORPORATION	
E. STONE AVENUE & ROWLEY STREET GREENVILLE COUNTY	
 WILLIAM E. WILLIAMS STATE ENGINEER	 F.R.F. FANT RICHBERT & FOGLEMAN, INC. ENGINEERING & SURVEYING
SCALE: 1" = 30' DWG. #: 07180	DATE: 10-10-07 FILE: 07180

FILED FOR RECORD IN GREENVILLE COUNTY, SC BOO
 2008032107 Book: P.L. 1064 Page: 3-3
 Fee: \$10.00 Day Fee: \$0.00 State Fee: \$0.00
Timothy J. Manning

