

**VOLUNTARY CLEANUP CONTRACT
17-5709-NRP**

**IN THE MATTER OF
GLOBE PHOSPHATE COMPANY, RICHLAND COUNTY
and
BT COLUMBIA, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and BT Columbia, LLC with respect to the Property located at 800 Catawba Street, Columbia, South Carolina. The Property includes approximately 1.88 acres identified by Tax Map Serial Number(s) R08913-05-03 and R08913-05-05. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of April 10, 2017, and any amendments thereto, by BT Columbia, LLC, which is 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. (2002 & Supp. 2016); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2002 & Supp. 2016); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (1994); the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2002 & Supp. 2016); and the Pollution Control Act, S.C. Code Ann. §§ 48-1-10 et seq. (2008 & Supp. 2016).

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, and if not set forth therein, shall have the meaning assigned to them

pursuant to the SCHWMA, the PCA, the SUPERB Act, or CERCLA.

- A. "BT" means BT Columbia, LLC.
- B. "Beneficiaries" means BT's Non-Responsible Party lenders, signatories, parents, subsidiaries, 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.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "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.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of BT or its Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.

- I. "Site" means all areas where a contaminant, petroleum, or petroleum product 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.

- J. "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:

Globe Phosphate Company	1983-1904
Virginia - Carolina Chemical Company (VCC-1)	1904 -1924
Virginia Carolina Chemical Corporation (VCC-2)	1926 – 1943
Charles and Kate Wallace	1943 - 1974
Jean Wallace Blount and Kathryn Wallace Salley	1974 – 1986
David Kahn	1986 – 1988
Oliver and Carolyn Hancock	1988 – 2015
Brian and Jason Hancock	2015 – Present

B. Property and Surrounding Areas: The Property is bounded generally to the north by Century Link Cable (300 Gadsden Street) and a cell tower (327 Lincoln Street); to the south by Catawba Street with a vacant lot and residential development

beyond; to the east by Lincoln Street with a multi-tenant commercial development and Richland Industries beyond; and to the west by a railroad, a vacant lot, and 303 Gadsden Street beyond (a multi-tenant commercial development).

The Property is composed of two parcels (R08913-05-05 and R08913-05-03) located in a moderately developed industrial area characterized by numerous manufacturing / automotive businesses, empty lots and residential development. The Property is improved with one building constructed in 1988. The remnants of one or more buildings consisting of slab on grade foundations are located on the northern portion.

The southern parcel (R08913-05-03) was historically developed to produce and/or machine heavy equipment with an office / shop building, a roofed outside loading area, and cleared land. The shop area did not contain any floor drains. Metal machine tools are present including lathes, drill presses, milling machines, and tapping machines. Several drums of used oil were located within and outside the building. Staining is present on the covered deck area as well as the bare ground.

Prior to the current development, the Property was historically developed as a phosphate fertilizer factory. The Property was also used as an ice and fuel vendor from at least 1950 to 1974.

Two pole-mounted electrical transformers are located on the Property. The units are located outside the eastern side of the main building. Based upon the age of the building (1988), these transformers are not believed to contain PCBs; however, the units were not labeled as such. No indication of staining or leaks are present around these units.

In August 2015, representatives from the Department, EPA, and Tetra Tech START conducted a site visit at the Property to evaluate site conditions. Based

upon observations and discussions, the EPA On-Scene Coordinator (OSC) determined that a removal assessment was warranted, and began the process of obtaining access agreements from the property owners.

From June 28 through 29, 2016, the Department, EPA, and Tetra Tech START conducted removal assessment activities on the Property, which included the advancement of 23 soil borings using a GeoProbe. Boring locations were selected to provide general coverage over each of the areas proposed for sampling, while not breaking through existing concrete surfaces or other barriers.

XRF screening results confirmed the presence of arsenic at concentrations up to 305 ppm and lead at concentrations up to 1,869 ppm. These concentrations exceed the EPA Removal Management Levels (RML) for arsenic (68 ppm) and lead (400 ppm) in residential soil. Composite soil samples were then collected from each boring location at two depth intervals: 0 to 12 inches below ground surface (bgs) and 12 to 24 inches bgs. In locations where purple-stained materials were observed at depths below 24 inches, additional samples were collected to provide further documentation and characterization. Soil from each depth interval designated for sampling was then placed into a plastic bag that was labeled with the sample identification for onsite XRF screening and possible laboratory confirmation sampling.

17 of the 19 borings contain concentrations of arsenic and/or lead within 24 inches bgs that exceed their respective RMLs for residential soil. Twelve samples were submitted for laboratory analysis to confirm the results of the XRF screening results. Eleven of the twelve samples confirmed the XRF results regarding comparison to the RML.

Based upon the results of this assessment, Tetra Tech START recommended that excavation be conducted on the Property to address the potential exposure to

arsenic and lead contamination in surface soil (within 24 inches bgs).

- C. Applicant Identification: BT is a South Carolina limited liability company with its principal place of business located at 200 Witmer Road, Horsham, Pennsylvania, 19044.
- D. Proposed Redevelopment: BT will acquire the Property and intends to develop the Property as multi-family residential apartments.

CERTIFICATIONS

3. BT has certified upon application that: 1) BT is not a Responsible Party at the Site, or a parent, successor, or subsidiary of a Responsible Party at 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; 2) its activities will not aggravate or contribute to Existing Contamination on the Site or pose significant human health or environmental risks; and, 3) it is financially viable to meet the obligations under this Contract.

RESPONSE ACTION

4. BT agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by BT, or its designee, 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 BT, or its designee in accordance with the schedule provided in the initial Work Plan. BT acknowledges 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. BT agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, BT may seek an amendment of this Contract to clarify its further responsibilities. BT shall

perform all actions required by this Contract, and any related actions of BT's 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). BT 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 Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2002 & Supp. 2016). 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 “United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites” (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) 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 BT's consulting firm(s), analytical laboratories, and BT's contact person for matters relating to this Contract and the Work Plan.
- a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, 7 S.C. Code Ann. Regs. 61-81 (2012), for the test method(s) and parameters specified in the Work Plan.
 - b). BT 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 BT in writing of approvals or deficiencies in the Work Plan.

- 8). BT, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). BT 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). BT 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). BT 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. BT 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. Report(s) 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). BT shall characterize all Waste Materials and Segregated Sources identified below. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.
 - a). The drums of used oil.
- 2). BT shall also characterize for disposal any other 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.
- 3). Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, BT shall expeditiously stabilize or remove the Segregated Source from the Property.
- 4). BT shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. BT shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). BT 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). BT 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 BT, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). BT shall collect and analyze a minimum of twenty-five (27) soil samples from twenty (21) locations on the Property. BT shall collect surface soil samples from 0-1 foot below ground surface and subsurface soil samples at a minimum depth of 2 feet below ground surface. Soil samples shall be collected as follows:
 - a). Five (5) surface soil sample locations spaced throughout the Property;
 - b). Twenty (20) subsurface soil locations spaced throughout the Property; and,
 - c). One location near the transformers.
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. A minimum of two (2) surface and two (2) subsurface samples from probable impacted areas shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
- 3). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL and / or applicable regional soil background concentrations established by DHEC.

F. Assess groundwater quality:

- 1). BT shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from a minimum of five (5) monitoring wells to be screened to bracket the water table. Specific locations shall be as follows:
 - a). Three along the northern Property boundary;
 - b). One on the southwest Property boundary; and
 - c). One on the southeast Property boundary.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. In addition, the sample from one well shall have be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.

- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2015), or, if not specified in R.61-58, to the EPA RSL for “Tapwater.”

G. Evaluate and control potential impacts to indoor air:

- 1). BT shall evaluate potential impacts to indoor air if the Department determines that the concentrations of VOCs present in the subsurface pose a threat to indoor air quality based on EPA OSWER “Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air” dated June 2015 and supplemental EPA guidance (“Vapor Intrusion Technical Guide”). The Department’s decision will be constrained towards predicting residential exposures consistent with the building construction that is proposed to be used on the Property.
- 2). If required, BT shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.
 - a). For future buildings, BT’s 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.
 - b). 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} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on an appropriate attenuation factor.
 - c). Soil gas sampling results and predicted indoor air concentrations shall be compared to screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on the Vapor

Intrusion Technical Guide.

- 3). Should the results of the Vapor Intrusion Assessment indicate that contaminant concentrations exceed levels indicative of a 10^{-6} cancer risk or a hazard quotient/hazard index of 1 for non-carcinogens for the proposed use of the Property, BT shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, BT shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.H of this Contract.
- 4). The Department may allow BT to implement pre-emptive vapor intrusion mitigation measures in lieu of the above Vapor Intrusion Assessment. Vapor intrusion mitigation measures shall be completed and evaluated in accordance with Paragraph 4.H of this Contract.

H. Institute reasonable Contamination control measures:

- 1). BT shall remove from the Property and properly dispose of all Waste Materials and Segregated Sources of Contamination in accordance with applicable regulations based on characterization results.
 - a). BT 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.
 - b). Subject to Department approval, buried Waste Materials, if present, may be stabilized in place on the Property in a manner that will effectively limit or prevent human exposure and release of contaminants to the environment. If any Waste Materials are to be stabilized in place, BT shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.H.2 below. BT shall also enter into a Declaration of Covenants and Restrictions to document the area of stabilization, and to maintain the stabilization measures in accordance with Paragraph 9 of this Contract.

- 2). BT shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. 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.
 - a). Corrective measures shall be required for 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). BT 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, BT shall submit for Department approval, an overview of risk assessment assumptions including identification of Contamination 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.
 - c). Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. Subject to Department approval, corrective measures may include a land use restriction in accordance with Paragraph 9 (Declaration of Covenants and Restrictions) of this Contract
 - d). If required, vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a 10^{-6} risk for carcinogens and a hazard quotient/hazard index of 1 for non-carcinogens based on current EPA RSLs and guidance on vapor intrusion. All vapor intrusion control measures shall include monitoring to confirm that the vapor mitigation system is effective, and procedures 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.

- e). Upon completion of any corrective measures, BT 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.
- 3). In the event that development of the Property will require disturbance of contaminants in soil or groundwater, BT shall propose a Media Management Plan. The Media Management Plan shall address management of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.
- 4). In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship Plan may be required by the Department. If required, the Stewardship 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.

I. Monitor and/or abandon the monitoring wells:

- 1). BT 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). BT shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in

accordance with Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2002 & Supp. 2016).

HEALTH AND SAFETY PLAN

5. BT 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). BT agrees 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 BT.

PUBLIC PARTICIPATION

6. BT 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 (30) 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 BT.
 - B. BT 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 (1) day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
 - 1). The sign(s) will state "Voluntary Cleanup Project by BT Columbia, LLC under Voluntary Cleanup Contract 17-5709-NRP with the South Carolina Department of Health and Environmental Control." The sign(s) 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

BT. 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). BT shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).
- 4). BT agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). BT 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, BT shall restore the sign(s) within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. BT 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 90 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. BT 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. BT shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. BT or its 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, or if otherwise required per Paragraphs 4.H.1.b. or 4.H.2.c of this Contract. Contaminant levels acceptable for unrestricted use shall be the Screening Levels for Resident Soil as specified in the EPA RSLs for soil and / or applicable regional soil background concentrations established by DHEC, and the primary MCL standards for groundwater in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58. 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 BT. An authorized representative of BT or its 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. BT or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. BT or its 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 (EPA RSLs for residential use and / or applicable regional soil background concentrations established by DHEC and/or MCLs) on a portion of the Property, BT or its Beneficiaries may create a new parcel of 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 BT or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). BT or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). BT or its 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 BT acquires 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. BT or its 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 EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. 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:

Jerry Stamps
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to BT shall be submitted to BT's designated contact person who as of the effective date of this Contract shall be:

Michael Markman
BT Columbia, LLC
200 Witmer Road
Horsham, Pennsylvania 19044

FINANCIAL REIMBURSEMENT

11. BT or its 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 BT on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Michael Markman
BT Columbia, LLC
200 Witmer Road
Horsham, Pennsylvania 19044

- 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. BT agrees the Department has an irrevocable right of access to the Property for environmental response matters after BT acquires 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 BT or its Beneficiaries for the Property under this Contract as follows:
 - A. BT or its 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 § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that BT or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.
- 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 BT or its 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 BT or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. BT or its 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. BT 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, BT, and its 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. BT or its 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. BT and its 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, BT or its 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, BT or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty (30) 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.

CONTRACT TERMINATION

16. BT, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) 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 BT or its 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 BT's or its 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 BT or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by BT or its Beneficiaries;
 - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
 - 6). Failure by BT or its 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 BT or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as reasonably determined by the Department upon consideration of BT's or its Beneficiaries' marketing efforts, the timing of required local and regional development approvals, regional economic conditions, and other pertinent information on or relating to the Property.

B. Should BT or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by BT or its 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 BT or its 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. BT and its 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 § 113, 42 U.S.C. § 9613 and SCHWMA § 44-56-200.
 - 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 the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).

- B. Effective on the date the Certificate of Completion is issued by the Department.
 - 1). The Department's covenant not to sue BT and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by BT or its 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 BT or its Beneficiaries. The Department retains all rights under State and Federal laws to compel BT and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by BT or its 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 BT and its

Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than BT and its 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 BT

19. BT 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. BT and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, BT and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. BT and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by BT or its Beneficiaries. BT and its 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 BT AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, BT and its 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.

[Remainder of page left blank]

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

BT COLUMBIA, LLC

BY:

DATE:



DEC. 28, 2017

MICHAEL P. MARKMAN, MANAGER
Printed Name and Title

APPENDIX A

Application for Non-Responsible Party Voluntary Cleanup Contract

BT Columbia, LLC

April 10, 2017



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 BT Columbia, LLC

4. Contract Signatures for this Applicant**a. Authorized Signatory**

Michael Markman	Manager	MMarkman@betinvestments.co	
Name	Title	Email	
200 Witmer Road	215-938-7300 x115		
Address	Phone1	Phone2	
Horsham	PA		19044
City	State		Zip

b. Other Signatories None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

200 Witmer Road

Street address	Suite Number	
Horsham	PA	19044
City	State	Zip

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

Contact person (if different from Authorized Signatory) _____ Title _____

Street Number or PO Box	Phone1	Phone 2
City	State	Zip
		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
1. Trust of Elizabeth Toll Under the Bruce E. Toll 2007 Children's Trust Dated March 9, 2007	3. Trust of Jennifer Toll Under the Bruce E. Toll 2007 Children's Trust Dated March 9, 2007
2. Trust of Wendy Toll Under the Bruce E. Toll 2007 Children's Trust Dated March 9, 2007	4. Michael P. Markman, Manager

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:

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

Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 800 Catawba Street, Columbia, SC 29201

b. County Richland

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

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

Hancock Machine Shop

Globe Phosphate

11. Total Size of Property Covered by this Contract 1.8825 Acres

12. How many parcels comprise the Property? 2

13. Current Zoning (general description)

The Property is zoned M2 – Heavy Industry District by the City of Columbia.

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# R08913-05-03
 b. Acreage 0.7806
 c. Current Owner Brian & Jason Hancock
 d. Owner Mailing Address 176 Ashley Circle
Martinez, GA 30907

e. Contact Person for Access Brian Hancock
 f. Access Person's Phone # 706-825-1433
 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 2010
 (approx date)
 In operation: nature of the business _____

a. Tax Map Parcel# R08913-05-05
 b. Acreage 1.1019
 c. Current Owner Brian & Jason Hancock
 d. Owner Mailing Address 176 Ashley Circle
Martinez, GA 30907

e. Contact Person for Access Brian Hancock
 f. Access Person's Phone # 706-825-1433
 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 1974
 (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 _____

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)

Multi-family residential apartments.

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 5
 No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ Increase to Tax Base expected - amount to be determined

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 The site will be remediated and redeveloped into multi-family residential apartments targeted for students.

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property December / 31 / 2017

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
Abatement Solutions Technologies

Company				
444 Terry Boulevard	Louisville	KY	40229	
Address	City	State	Zip	
Matt Rudolph		502-558-8190	502-635-5051	matt.rudolph@astl.com
Project Contact1	S.C PE/PG Reg. #	Phone1	Phone 2	email
Ryan Murley	2593	502-724-6220		
Project Contact 2	S.C PE/PG Reg. #	Phone1	Phone 2	email

24. Legal Counsel (Optional)

Manko, Gold, Katcher & Fox, LLP

Firm

Jonathan Spergel

484-430-2309

Attorney

Phone1

Phone 2

401 City Avenue, Suite 901

Bala Cynwyd

PA

19004

jspergel@mankogold.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 Nova Consultants (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
August 23, 2016

Report Name
Final Removal Assessment Letter Report

Environmental Firm
Tetra Tech

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		

APPLICATION INSTRUCTIONS

General instructions: The Application should be completed electronically. The application may be may saved with partial information, and reopened at a later time for completion.

The form is largely self-explanatory; however, the following information is further clarification for some questions. Additional assistance is available through the Voluntary Cleanup Program at the toll-free telephone number (866) 576-3432.

#1. Applicant Information: Check Sole Entity if the contract will be between DHEC and one party (usually an individual, most partnerships, businesses, government bodies, etc.).

Check Co-Entity if the contract will be between DHEC and multiple parties with no controlling interests over each other (Example: A Public-Private Partnership agreement between a local government and a business to redevelop a site). Each Co-Entity must submit its own copy of page 1 with the information specific to their business/corporate structure, etc.

#3. Applicant's Legal Name: Enter the full Legal Name of the party that will be entering the contract. If the party is incorporated as a business or non-profit organization, enter the name as recorded in the Articles of Incorporation/Organization. If the entity is a department or sub-division of a government body, include the name of the controlling government body. If the business will operate under a different name, enter that information in #7.d.

#4. Contract Signatures: The "Authorized Signatory" is a person who may legally bind the applicant in contractual matters. Identify any other persons that may sign contracts for the entity.

In some business structures (e.g., General Partnerships, Joint Ventures, etc.) multiple persons are required to sign contracts. If applicable, check the box by those names that must sign the contracts in addition to the Authorized Signatory. The Department will not take further steps to implement a contract until all Required Signatures are affixed.

#5. Physical Address for Applicant: The address must be the physical location of the applicant's business or headquarters. A post office box is not sufficient.

#8. Non-Responsible Party Certification: Each person identified as an Authorized Signatory and as a Required Signature, if any, should sign the application.
Co-Entities: Each Co-Entity should have the Authorized Signatory and all Required Signatures, if any, sign #8 only on the page specific to their organization.

#9. Property Location: If no address is assigned, identify the road on which the property is located, and the distance and direction from the nearest identifiable crossroads.

#10. Property Names: Enter the name that will be used in correspondence with the Department to refer to the Property, and any other names that may be commonly known to the local community because of past operations on the property.

#13. Current Zoning: Describe the zoning in terms such as "high-density residential", "retail", "commercial", and "light industrial" since there is no uniform numerical classification across the state.

#15. Parcel Information: Include all information for each parcel that will be acquired. Repeat information may be omitted (i.e., the same person currently owns multiple parcels).

If there are more than six parcels, the application may be saved electronically with different file names for as many times as needed for the number of parcels. Attach printouts of the pages with the additional parcels to the final application.

#26. Financial Viability: The Department will charge for oversight costs including time to review file materials and prepare a contract. The applicant is obligated to pay the accrued costs if a contract is successfully negotiated (i.e. signed by the applicant and the Department).

The Department may allow Local Governments and qualified Non Profit Organizations to waive payment of some oversight costs. The Department's decision to waive payment will be determined on a case-specific basis, and may be rescinded after due notice to the parties as specified in the contract.

#27. Property Legal Description: A legal description or surveyed Plat map must be included with the application. The Plat Map may be a copy of a survey filed with the county or un-filed copy completed by a SC- licensed Surveyor.

#28 Phase I Environmental Site Assessment Report: The Phase I Report should be consistent with the US EPA's "*All Appropriate Inquiries Rule*". The Phase I must be completed within the 6 months prior to the application. Environmental consultants may update older reports as long as the update is less than 6 months old.

Phase I reports paid for by other parties can be submitted, but may be subject to intellectual property claims. Applicants may need permission from the environmental consultants that originated the report before submitting it to the Department.

The US EPA may require another update from Local Governments and Non-Profit Organizations as a condition of receiving Brownfields grant money.

#30 Mailing Addresses of Potentially Responsible Parties: All former owners, operators and other PRPs (Potentially Responsible Parties) should be identified if their affiliation with the Property occurred anytime after the probable contamination.

The last known mailing address of the PRPs or of their registered agent(s) should be provided to the Department; however, the application may be filed before this information is compiled. The Department will not place a contract on Public Notice or execute it until sufficient information is provided to allow the Department to notify the PRPs of the contract.

Filing Mechanics

The form should be printed out after completion and signed by all persons identified as the "Authorized Signatory" or as "Signature Required". The form should have original signatures for Question #8 on page 1, Question #22 on page 4, and Questions #26 and #31 on page 5.

Co-Entity Applicants should sign Question #8 only on page 1 specific to their organization and on other pages as indicated above.

The completed form and all supporting documentation should be submitted to:

Robert F. Hodges, Jr., PG

Brownfields Voluntary Cleanup Program

Mailing Address:

Bureau of Land and Waste Management, SCDHEC

2600 Bull Street

Columbia SC 29201

Physical Address (For Hand-Delivery during normal office hours 8:30 AM to 5:00 PM):

8911 Farrow Road (Stern Building)

Columbia SC 23203

There is no application fee.

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and being shown and designated as Parcel 3A (1.10 acres) on a plat prepared by Collingwood Surveying, Inc., dated March 8, 1994 entitled "Plat Prepared for Oliver N. Hancock and Carolyn L. Hancock", and having according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the western side Lincoln Street, which iron pin is approximately 201 feet from the centerline of Catawba Street, and running thence S.75-25-30 W. 184.00 feet to an iron pin; thence S. 35-15-00 W.102.43 feet to an iron pin; thence N. 52-23-50 W. 237.40 feet to an iron spike; thence N. 75-29-46 E. 408.14 feet to an iron pin on the western side of Lincoln Street; thence S. 14-26-18 E. 120.94 feet to an iron pin, the point of beginning.

This being the same property conveyed to Oliver N. Hancock and Carolyn L. Hancock by deed of First Saving Bank, FSB, formerly known as First Federal Saving and Loan Association of South Carolina, recorded March 29, 1994 in said Clerk's Office in Book 1189 at page 929. Thereafter Carolyn L. Hancock died leaving of full force and effect her Last Will and Testament filed in said Probate Judge's Office in File Number 2012-ES-20-143. Also see deed of distribution filed 02-03-15 in said Clerk's Office in Record Book 2002 at page 3910.

Tax Map Number: 08913-05-05

ALSO,

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as parcel 2 containing 0.78 acres (34,000 square feet), more or less, on a plat prepared for David G. Kahn by Cox & Dinkins, Inc., dated March 8, 1988, recorded in Plat Book 52 at page 1108 in the RMC Office for Richland County, and according to said plat having the following measurement and boundaries to wit: commencing at an iron located at the Northwestern corner of the intersection of Catawba Street and Lincoln Street as shown on said plat and running therefrom S 75 degrees 37' W along the Northern right of way of Catawba Street for a distance of 197.01' to an iron; thence turning and running N 52 degrees 16' W along the Northeastern right of way of C.S.X. for a distance of 105.91' to an iron; thence turning and running N 35 degrees 15' E along property now or formerly of David G. Kahn for a distance of 102.53' to an iron; thence turning and running N 75 degrees 37' E along property now or formerly of David G. Kahn for a distance of 184.00' to an iron; thence turning and running S 14 degrees 21' E along the Western right of way of Lincoln Street for a distance of 150.00 feet, to the iron at the point of beginning,

This being the same property conveyed to Oliver N. Hancock, Jr. and Carolyn L. Hancock by deed of David G. Kahn, recorded in said Clerk's Office on April 21, 1988, in Deed Book 885 at page 66. Thereafter Carolyn L. Hancock died leaving of full force and effect her Last Will and Testament filed in said Probate Judge's Office in File Number 2012-ES-20-143. Also see deed of distribution filed in said Clerk's Office in Record Book 2002 at page 3910.

Tax Map Number: 08913-05-03