



**SC DEPARTMENT of
ENVIRONMENTAL
SERVICES**

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

December 18, 2025

Bill Neeson
HR Charleston XI, LLC
700 Milam Street, Suite 1250
Houston, Texas 77002

**Re: Proposed Voluntary Cleanup Contract 25-8866-NRP
CSX Right of Way Along King Street Extension
Charleston County**

Dear Mr. Neeson:

Enclosed please find proposed Voluntary Cleanup Contract 25-8866-NRP. This contract contains the terms we negotiated. Please review this document and if acceptable, sign and date the contract, and return it to my attention. If you are unable to sign the document as written, please contact me so that we can discuss the matter further.

Following the thirty (30) day public notice period and assuming there are no adverse comments that would cause the South Carolina Department of Environmental Services not to execute the contract, the Department will sign it and forward a certified copy to you.

Thank you for your interest in South Carolina's Voluntary Cleanup Program. If you have questions or if I can be of further assistance, please contact me at Jerry.Stamps@des.sc.gov or 803-898-0927.

Sincerely,

A handwritten signature in black ink, appearing to read "JERRY STAMPS".

Jerry Stamps, Project Manager
Brownfields/Voluntary Cleanup Program
Site Assessment, Remediation, and Revitalization
Bureau of Land and Waste Management

Enclosure: Voluntary Cleanup Contract 25-8866-NRP

cc: BLWM File # 60051

**VOLUNTARY CLEANUP CONTRACT
25-8866-NRP**

**IN THE MATTER OF
CSX RIGHT OF WAY ALONG KING STREET EXTENSION
CHARLESTON COUNTY
and
HR CHARLESTON XI, LLC**

This Contract is entered into by the South Carolina Department of Environmental Services and HR Charleston XI, LLC, with respect to the Property identified as an approximate 3,500-linear-foot rail right-of-way (ROW) along King Street Extension extending from Hagood Street to Monrovia Street, Charleston, South Carolina. The Property includes approximately 2.4 acres. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of September 24, 2025, and any amendments thereto, by HR Charleston XI, 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.; the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 et seq.; the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10 et seq.; and the Pollution Control Act (PCA), S.C. Code Ann. §§ 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, 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. "HRCXI" means HR Charleston XI, LLC.
- B. "Beneficiaries" means HRCXI'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 Environmental Services, 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 HRCXI 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:

<u>PARCEL:</u>	<u>INSTRUMENT:</u>	<u>DATED/RECORDING INFORMATION:</u>
PARCEL NO. 39	<u>Book E35, Page 393</u> Deed from County of Charleston to Atlantic Coast Line Railroad Company	Dated: 09/30/1930 Recorded: 10/20/1930
PARCEL NO. 29	<u>Book N25, Page 350</u> Deed from H.W. Rink to Atlantic Coast Line Railroad Company	Dated: 08/18/1911 Recorded: 08/18/1911
PARCEL NO. 19	<u>Book R21, Page 306</u> Deed from The Berkeley Phosphate Company to The Ashley River Railroad Company	Dated: 05/22/1893 Recorded: 05/22/1893

PARCEL NO. 28	<u>Book Y24, Page 281</u> Deed from Kate M. Ficken, Trustee to Atlantic Coast Line Railroad Company	Dated: 04/27/1911 Recorded: 05/12/1911
PARCEL NO. 40	UNKNOWN	
PARCEL NO. 20	UNKNOWN	

B. Property and Surrounding Areas: The Property is bounded generally to the north by Hagood Street followed by continued sections of the CSX railroad ROW; to the south by Monrovia Street followed by Pacific Box and Crate; to the east by the Norfolk Southern railroad ROW and King Street Extension, followed by railroad tracks; and to the west by the Interstate Highway 26 ROW, Dillon Charleston Supply Company, the City of Charleston Public Works Department, residential houses, Atlantic Coast Electric Supply, and Ford's Redi Mix Concrete.

According to the Phase I Environmental Site Assessment (ESA) performed by S&ME, Inc. (S&ME), dated August 29, 2025, the Property includes the CSX railroad ROW located along the western side of King Street Extension in an industrially developed portion of Charleston. The surrounding area includes other industrial properties and some residential properties between Trescott Street and Ashepoo Lane. The ROW is approximately 30 feet wide and 3,500 feet in length. The Property was first developed with a railroad in the early 19th century and has remained as such.

The Phase I ESA identified the following on-site recognized environmental condition (REC):

- The long-term use of the Property as a railroad for over 100 years including the presence of treated wooden railroad ties, ballast, and metal tracks on portions of the Property. Documented environmental impacts on rail lines

in proximity to the Property include heavy metals and polynuclear aromatic hydrocarbons (PAHs) in soils.

The Phase I ESA identified the following off-site RECs:

- Koppers Company, Inc., which operated a wood treating facility along approximately 600 feet of the western adjoining property boundary from 1940 to 1978.
- Charleston Oil Co., Southern Oil Co., Turbine & Pump Repairs Inc., Hightide Metals, Inc., Transworld Electrical Contractors, and Shealy Electric Wholesalers due to historic operations and proximity to the Property.
- Drews, Drews RR, Cleaning Specialists Inc., and C&C Cleaning Corp. were previously located at 1705 North Meeting Street, which is approximately 300 feet east of the Property. The Department's underground storage tank (UST) database indicates two (2) empty USTs may remain onsite associated with UST Site ID #14369. One (1) petroleum release was reported on December 23, 1991. A conditional no further action (CNFA) was issued by the Department's predecessor agency on October 12, 1998.
- The Former Port City Saw & Tool facility is located approximately 300 feet east of the Property at 1612 Meeting Street and is listed in the Department's UST database as UST Site ID #19220. Two (2) 10,000-gallon USTs were abandoned by removal in 1980. The most recent groundwater assessment report, which was submitted to the Department's predecessor agency on November 16, 2010, indicates that there are Risk Based Screening Level (RBSL) exceedances of benzene, naphthalene, and lead in the groundwater nearest to and upgradient from the Property.
- The Marathon Oil/Port Oil property located at 1766 Meeting Street was used for bulk oil storage, repackaging, and sale of petroleum products since at least the 1940s. Potential impact to the Property exists based on documented groundwater contamination and groundwater flow towards the

Property.

- The former Exxon Co USA facility and associated VCCs which include Exxon Co USA/Office Building (VCC 13-6111-NRP), Exxon Co USA/West Field (VCC 14-6302-NRP), Exxon Co USA/Oil Lube Cannery (VCC 18-7431-NRP), Exxon Co USA/Koch Asphalt (VCC 21-7588-NRP), and a responsible party VCC between Exxon Co USA and the Department (VCC 14-6111-RP). The property subject to these VCCs is located topographically upgradient and approximately 300 feet east of the Property. Potential impact to the Property exists based on the documented groundwater contamination and groundwater flow towards the Property.
- Manor Oil facility was historically located northwest of the intersection of Monrovia Street with King Street. Historical Sanborn Maps depict rail spurs and gasoline storage tanks on the adjacent property located at 1515 King Street Extension. Potential impact to the Property exists based on proximity to the Property and lack of regulatory information.
- Facilities suspected to be previously used for automotive maintenance and repair observed during site reconnaissance topographically upgradient between 200 and 400 feet east of the Property at 1545, 1632, 1663, 1669, 1701, 1702, 1709, and 1745 Meeting Street. Additional historical automotive maintenance facilities, retail petroleum outlets, petroleum bulk storage facilities, painters, machine shops, and hydraulic shops were identified in city directories and Sanborn Maps along Meeting Street.

C. Applicant Identification: HRCXI is a South Carolina limited liability company with its principal place of business located at 700 Milam Street, Suite 1250, Houston, Texas 77002.

D. Proposed Redevelopment: HRCXI will acquire the Property and intends to abandon the railway for future redevelopment.

CERTIFICATIONS

3. HRCXI has certified upon application that: 1) HRCXI 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. HRCXI agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by HRCXI, or its designee, within sixty (60) 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 HRCXI, or its designee, in accordance with the schedule provided in the initial Work Plan. HRCXI 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. HRCXI 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, HRCXI may seek an amendment of this Contract to clarify its further responsibilities. HRCXI shall perform all actions required by this Contract, and any related actions of HRCXI'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 South Carolina statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). HRCXI 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, S.C. Code Ann. Regs. 61-71. 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 with chromium speciation to analyze for hexavalent chromium (TAL);
 - i). EPA Target Analyte List excluding cyanide but with chromium speciation to analyze for hexavalent chromium (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 be capable of achieving appropriate reporting 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 HRCXI's consulting firm(s), analytical laboratories, and HRCXI'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, S.C. Code Ann. Regs. 61-81, for the test method(s) and parameters specified in the Work Plan.
- b). HRCXI 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 HRCXI in writing of approvals or deficiencies in the Work Plan.

8). HRCXI, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.

9). HRCXI 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). HRCXI 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). HRCXI 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. HRCXI 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). Unless and to the extent such Waste Materials and/or Segregated Sources are removed by HRCXI's predecessor-in-title, HRCXI 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 treated wooden railroad ties, ballast, and metal tracks on portions of the Property.
- 2). HRCXI shall also characterize for disposal any other Waste Material and Segregated Sources to the extent encountered or 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 its contents to the environment, HRCXI shall expeditiously stabilize or remove the Segregated Source from the Property.
- 4). HRCXI shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization, or removal actions. HRCXI shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). HRCXI shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property boundary, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius of the Property boundary.
- 2). HRCXI 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 HRCXI, of the well owner or an occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). HRCXI shall collect and analyze soil samples across the Property in accordance with Department approved Work Plans.

- 2). Unless otherwise specified in a Department approved Work Plan, a surface soil sample (0-1 foot below ground surface) and subsurface soil sample (2-foot minimum depth) shall be collected from each soil sample location.
- 3). Unless otherwise specified in the Department approved Work Plan, each surface soil sample shall be analyzed for TAL-Metals (with chromium speciation to analyze for hexavalent chromium) and TCL-SVOCs. Each subsurface sample shall be analyzed for TAL-Metals (with chromium speciation to analyze for hexavalent chromium), TCL-VOCs, and TCL-SVOCs. In addition, a limited number of surface and subsurface soil samples collected from locations to be approved by the Department shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
- 4). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.
- 5). All analytical methods shall be capable of achieving appropriate reporting levels as specified in Paragraph 4.A.5.d. of this Contract.

F. Assess groundwater quality:

- 1). HRCXI shall assess groundwater quality and flow direction across the Property in accordance with Department approved Work Plans.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals (with chromium speciation to analyze for hexavalent chromium), TCL-VOCs, and TCL-SVOCs. In addition, a limited number of groundwater samples from locations to be approved by the Department shall be analyzed for the full EPA-TAL (including cyanide and chromium speciation to analyze for hexavalent chromium) 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, S.C. Code Ann. Regs. 61-58, or, if not specified in R.61-58, to the EPA RSL for "Tapwater."
- 4). All analytical methods shall be capable of achieving appropriate reporting

levels as specified in Paragraph 4.A.5.d. of this Contract.

G. Evaluate and control potential impacts to indoor air:

- 1). HRCXI 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 or commercial exposures consistent with the building construction on the Property.
- 2). If the Department requires a vapor intrusion assessment, HRCXI shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.
 - a). For future buildings, HRCXI'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). All analytical methods shall be capable of achieving appropriate reporting levels as specified in Paragraph 4.A.5.d. of this Contract.
- 4). 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, HRCXI shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, HRCXI shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.H of this Contract.

- 5). The Department may allow HRCXI 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). HRCXI shall remove from the Property and properly dispose of all Waste Materials and Segregated Sources of Contamination to the extent disturbed or encountered by HRCXI in accordance with applicable regulations based on characterization results.
 - a). Except to extent of removal of Waste Materials and/or Segregated Sources by HRCXI's predecessor-in-title, Waste Materials and Segregated Sources known to be present on the Property and that require removal include, but may not be limited to, the following:
 - i. The treated wooden railroad ties, ballast, and metal tracks on portions of the Property.
 - b). HRCXI 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.
 - c). Subject to Department approval, buried Waste Materials, if present, may remain 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 remain in place, HRCXI shall propose plans for

control of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.H.2 below. HRCXI 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). HRCXI shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. HRCXI shall evaluate options for corrective measures in an Analysis of Brownfields Cleanup Alternatives (ABC). Upon Department approval of the corrective measures selected in the ABC, HRCXI shall prepare a Corrective Measures Plan. The Corrective Measures Plan shall 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). HRCXI 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, HRCXI 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 and certified by a Professional Engineer duly-licensed in South Carolina 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, HRCXI 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, HRCXI shall propose a Media Management Plan. The Media Management Plan shall address procedures for management of contaminated media when disturbed, characterization of any soil or groundwater that is to be removed from the Property, and offsite disposal of any contaminated soil and groundwater that is to be removed from the Property at a permitted waste disposal facility. Upon completion of Property development and soil disturbance, a report of the soil management activities shall be submitted to the Department documenting the areas and depths of soil removal, all soil and groundwater sampling results, quantities of contaminated soil and groundwater removed from the Property, their disposal locations, and disposal manifests.
- 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 routine inspection and monitoring of the engineering controls; repair or replacement of the engineering controls as necessary; and management of contaminated media that may be encountered as a result of any disturbance of the engineering controls.

I. Monitor and/or abandon the monitoring wells:

- 1). HRCXI 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). HRCXI 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, S.C. Code Ann. Regs. 61-71.

HEALTH AND SAFETY PLAN

5. HRCXI 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). HRCXI 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 HRCXI.

PUBLIC PARTICIPATION

6. HRCXI 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 HRCXI.
- B. HRCXI 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 HR Charleston XI, LLC Voluntary Cleanup Contract 25-8866-NRP with the South Carolina Department of Environmental Services." 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 HRCXI. 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). HRCXI 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). HRCXI agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
 - 5). HRCXI 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, HRCXI 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. HRCXI 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 thirty (30) 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. HRCXI 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. HRCXI shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. HRCXI 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 Paragraph 4.H 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 the primary MCL standards for groundwater in the State Primary Drinking Water Regulations, 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 HRCXI. An authorized representative of HRCXI 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. HRCXI or its Beneficiaries shall record the executed Declaration with the Register of Deeds for the county where the Property is located.
 - C. HRCXI 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 MCLs) on a portion of the Property, HRCXI 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 HRCXI or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). HRCXI or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). HRCXI 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 HRCXI 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. HRCXI 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 of each year 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 HRCXI shall be submitted to HRCXI's designated contact person who as of the effective date of this Contract shall be:

Bill Neeson
HR Charleston XI, LLC
700 Milam Street, Suite 1250
Houston, Texas 77002

FINANCIAL REIMBURSEMENT

11. HRCXI shall reimburse the Department as set forth below.

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

Bill Neeson
HR Charleston XI, LLC
700 Milam Street, Suite 1250
Houston, Texas 77002

- 1). 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.
- 2). 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. HRCXI agrees the Department has an irrevocable right of access to the Property for environmental response matters after HRCXI 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 HRCXI or its Beneficiaries for the Property under this Contract as follows:

- A. HRCXI 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 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 HRCXI 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 HRCXI 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 HRCXI or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. HRCXI 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. HRCXI 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, HRCXI, 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. HRCXI or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any Successor. Transmittal of the Contract copy may be through any commonly accepted mechanism.

B. HRCXI 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, HRCXI 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, any new individual or entity shall provide written notification to the Department 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 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. HRCXI, 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 HRCXI 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 HRCXI'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 HRCXI or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by HRCXI or its Beneficiaries;
 - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
 - 6). Failure by HRCXI 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 HRCXI or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of HRCXI's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should HRCXI or its Beneficiaries elect to terminate this Contract, that party shall

certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by HRCXI 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 HRCXI or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Upon termination of this Contract, payment for such costs shall become immediately due.
- E. Upon termination of this Contract, 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. HRCXI 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 S.C. Code Ann. § 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.

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

- 1). The Department's covenant not to sue HRCXI and its Beneficiaries for Existing Contamination but not for any Contamination, releases, and consequences caused or contributed by HRCXI 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 HRCXI or its Beneficiaries. The Department retains all rights under State and Federal laws to compel HRCXI and its Beneficiaries to perform or pay for response activity for any Contamination, releases, and consequences caused or contributed by HRCXI 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 HRCXI and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than HRCXI 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 HRCXI

19. HRCXI 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. HRCXI 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, HRCXI and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

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

21. In consideration of the protections from the Department under this Contract, HRCXI 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]

SIGNATORIES

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 ENVIRONMENTAL SERVICES

BY:

DATE:

Juli E. Blalock, Chief
Bureau of Land and Waste
Management

DATE:

Reviewed by Office of General Counsel

HR CHARLESTON XI, LLC

BY:

Bill Neeson

DATE:

12/22/2025

BILL NEESON SENIOR VP

Printed Name and Title

APPENDIX A

Application for Non Responsible Party Voluntary Cleanup Contract
HR Charleston XI, LLC
September 24, 2025



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 For-profit Business Tax-Exempt Trust/ Government / Other Proprietorship (Corp., Partnership, etc.) Corporation/ Organization Public Funded Entity
3. Applicant's Legal Name HR Charleston XI, LLC
4. Contract Signatures for this Applicant

a. Authorized Signatory

Bill Neeson	Senior Managing Director	bneeson@highlandri.com
Name	Title	Email
700 Milam St., Ste 1250	713-358-2387	281-989-1879
Address	Phone1	Phone2
Houston	TX	77002
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

Same as #4 above

Street address _____ Suite Number _____

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 _____

- 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: Wholly owned subsidiary of HR Charleston, LLC

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

Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address +/-3500 linear ft of rail right of way (+/- 30 ft wide) along King Street (b/t Haggard St. and Monrovia St.)

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

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

CSX Transportation

11. Total Size of Property Covered by this Contract 2.4 Acres

12. How many parcels comprise the Property? please see attached exhibit.

13. Current Zoning (general description)

commercial/Industrial

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.

No known underground storage tanks

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

<p>a. Tax Map Parcel# _____ b. Acreage _____ c. Current Owner _____ d. Owner Mailing Address _____</p> <p>e. Contact Person for Access _____ f. Access Person's Phone # _____ g. Is Parcel Currently Vacant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 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 <input type="checkbox"/> Never Operated on the parcel <input type="checkbox"/> Not operating since _____ (approx date) <input checked="" type="checkbox"/> In operation: nature of the business <u>Railway</u></p> <p>i. Business/facility operations _____</p>	<p>Please see attached exhibit CSX Transportation</p> <p>a. Tax Map Parcel# _____ b. Acreage _____ c. Current Owner _____ d. Owner Mailing Address _____</p> <p>e. Contact Person for Access _____ f. Access Person's Phone # _____ g. Is Parcel Currently Vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No 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 <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>i. Business/facility operations _____</p>
<p>a. Tax Map Parcel# _____ b. Acreage _____ c. Current Owner _____ d. Owner Mailing Address _____</p> <p>e. Contact Person for Access _____ f. Access Person's Phone # _____ g. Is Parcel Currently Vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No 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 <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>i. Business/facility operations _____</p>	<p>a. Tax Map Parcel# _____ b. Acreage _____ c. Current Owner _____ d. Owner Mailing Address _____</p> <p>e. Contact Person for Access _____ f. Access Person's Phone # _____ g. Is Parcel Currently Vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No 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 <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>i. Business/facility operations _____</p>
<p>a. Tax Map Parcel# _____ b. Acreage _____ c. Current Owner _____ d. Owner Mailing Address _____</p> <p>e. Contact Person for Access _____ f. Access Person's Phone # _____ g. Is Parcel Currently Vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No 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 <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>i. Business/facility operations _____</p>	<p>a. Tax Map Parcel# _____ b. Acreage _____ c. Current Owner _____ d. Owner Mailing Address _____</p> <p>e. Contact Person for Access _____ f. Access Person's Phone # _____ g. Is Parcel Currently Vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No 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 <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>i. Business/facility operations _____</p>

III. Property Redevelopment

16. Describe the intended re-use of the property:

(attach additional sheets if necessary)

Railway abandonment and future redevelopment

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 Unknown
 No

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

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:

Unknown

21. Anticipated date of closing or acquiring title to the property 12 / 01 / 2025
**VCC is condition to closing to be satisfied by November 15, 2025

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)

Beth M. Cline

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

23. Environmental Consulting Firm

None as of this application date

S&ME, Inc.

Company

7410 Northside Drive	North Charleston	SC	29420
Address	City	State	Zip
Mary Beth Cline	PE #27758	843-884-0005	mcline@smeinc
Project Contact1	S.C PE/PG Reg. #	Phone1	Phone 2
Project Contact 2	S.C PE/PG Reg. #	Phone1	Phone 2
			email

24. Legal Counsel (Optional)

Morris, Manning & Martin, LLP

Firm

Heather Friedman

404-233-7000

Attorney

Phone 1

Phone 2

3343 Peachtree Rd, NE, Ste 1600
Street Number or PO BoxAtlanta
CityGA
State30326
Ziphfriedman@mmlaw.co
email25. 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)

*See preliminary exhibit; legal description/survey to follow

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 S&ME, Inc.

(Name of Environmental Firm)

 Older report updated in the past six months by _____

(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: _____ The Following reports are attached:

(Site Name)

Report Date

Report Name

Environmental Firm

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

 Enclosed with this Application as an Attachment -----> n/a; see attached. 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)

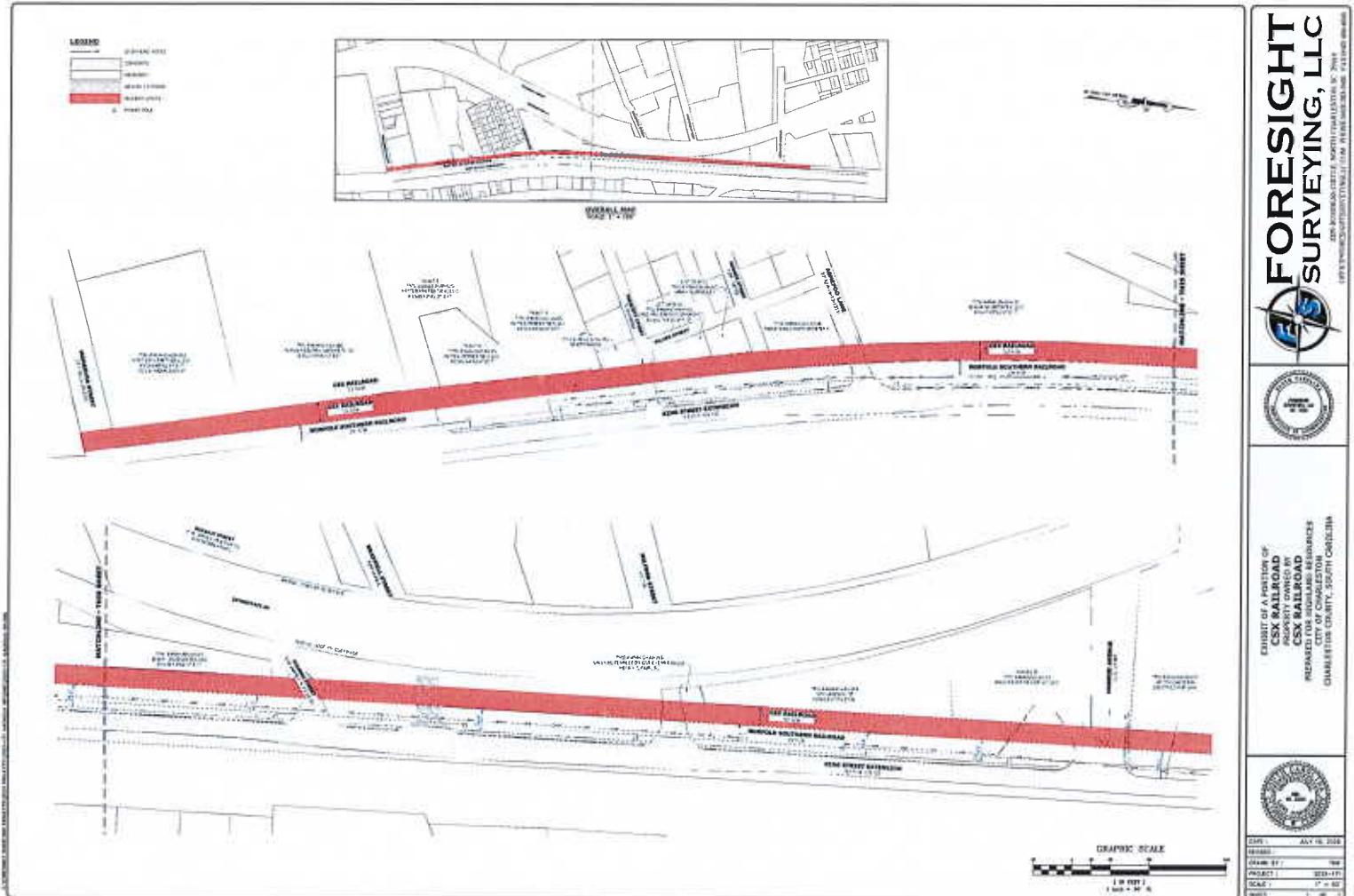
This Section for Department Use Only

Assigned File Name	
Eligible for NRP Contract	<input type="checkbox"/> Y <input type="checkbox"/> N
Assigned File Number	
Assigned Contract Number	

Enclosure

GRANTOR	DATE	BOOK/PAGE
Atlantic Phosphate Company	02/28/1892	R21/11
Atlantic Phosphate Company	01/12/1893	R21/213
Simons, H Mazyck	02/24/1893	L21/451
Price, Jd, Et Al Trustees Of Monrovia Union Cemetery Co. Of Charleston, SC	08/30/1894	
Charleston County	9/29/1930	E35/393
Berkley Phosphate Company	05/21/1893	R21/306
Ficken, Kate Trustee	4/26/1911	80/254
Rink, H W	8/17/1911	N25/350

**Please note that this information is preliminary in nature and we be updated by the applicant when information from the title review becomes available.





CHARLESTON COUNTY, SOUTH CAROLINA

PREPARED FOR MR CHARLESTON XI, LLC

CSX TRANSPORTATION, INC.

CSX RAILROAD

ALTA/NPS LAND TITLE SURVEY OF A PORTION OF

SURVEYOR'S CERTIFICATION

THE SOUTH CAROLINA INSURANCE COMPANY, INC., LOCATED AT 1125, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, ATLANTIC COAST LINE ROAD COMPANY
NEW YORK, NY 10013-3000

WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD FOR SURVEY ELEMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, AS ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A), 6(B), 7(A), 8(A), 9, 13, 14, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 2025.

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All those pieces, parcels of tracts of land, located in the City of Charleston, Charleston County, South Carolina, containing 2.23 acres, more or less, designated and shown as "**PARCEL NO. 39 CSX RAILROAD**" and "**PARCEL NO. 28**" and "**PARCEL NO. 29**" and "**PARCEL NO. 19**" and "**PARCEL NO. 40**" and "**PARCEL NO. 20**" on that survey entitled, "ALTA/NSPS LAND TITLE SURVEY OF A PORTION OF CSX RAILROAD PROPERTY OWNED BY CSX TRANSPORTATION, INC. PREPARED FOR HR CHARLESTON XI, LLC CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA" by Clifton W. Clements, SCPLS No. 23204 of Foresight Surveying, LLC, dated October 14, 2025, last revised _____, (the "**Survey**"), and being more particularly described as follows:

PARCEL NO. 39 CSX RAILROAD

BEGINNING AT A REBAR SET LOCATED AT THE SOUTHEAST CORNER OF THE LANDS OF SOUTH CAROLINA ELECTRIC AND GAS, WHICH IS ALONG THE NORTHERN RIGHT-OF-WAY OF HAGOOD STREET AND THE WESTERN RIGHT-OF-WAY OF THE NORFOLK SOUTHERN RAILROAD AND BEING KNOWN AS THE TRUE POINT OF BEGINNING; THENCE DEPARTING THE LANDS OF SOUTH CAROLINA ELECTRIC AND GAS AND CONTINUING WITH THE WESTERN RIGHT-OF-WAY OF THE NORFOLK SOUTHERN RAILROAD THE FOLLOWING COURSES:

S 02°48'46" E A DISTANCE OF 1642.72' TO A REBAR SET; THENCE WITH A CURVE TURNING TO THE LEFT, AN ARC LENGTH OF 692.29', A RADIUS OF 3874.99', A CHORD BEARING OF S 07°55'51" E, AND A CHORD LENGTH OF 691.37', TO A REBAR SET; THENCE S 13°02'56" E A DISTANCE OF 112.24' TO A CALCULATED POINT;

SAID POINT BEING LOCATED ON THE NORTHERN CORNER OF A PORTION OF THE CSX RAILROAD KNOWN AS A PORTION OF PARCEL NO. 28; THENCE DEPARTING THE RIGHT-OF-WAY OF NORFOLK SOUTHERN RAILROAD AND CONTINUING INTO THE CSX RAILROAD THE FOLLOWING COURSES:

S 11°15'06" E A DISTANCE OF 483.50' TO A CALCULATED POINT; THENCE S 11°15'06" E A DISTANCE OF 113.00' TO A CALCULATED POINT; THENCE S 69°46'11" W A DISTANCE OF 16.20' TO A CALCULATED POINT; THENCE S 33°43'14" E A DISTANCE OF 41.19' TO A CALCULATED POINT; THENCE S 02°29'47" W A DISTANCE OF 66.61' TO A CALCULATED POINT;

SAID POINT BEING LOCATED ALONG THE EASTERN LINE OF THE LAND OF PORT CITY PARTNERS, LLC; THENCE CONTINUING WITH THE LANDS OF PORT CITY PARTNERS, LLC THE FOLLOWING COURSE:

N 11°12'10" W A DISTANCE OF 102.76' TO A RAILROAD SPIKE FOUND;

SAID SPIKE BEING LOCATED AT THE AFORESAID SOUTHEASTERN CORNER OF THE LANDS OF FORDS REDI MIX CONCRETE CO. AND THE NORTHEAST CORNER OF THE LANDS OF

POR CITY PARTNERS, LLC; THENCE DEPARTING THE LANDS OF PORT CITY PARTNERS, LLC AND CONTINUING WITH THE LANDS OF FORDS REDI MIX CONCRETE CO., IN PART, THE LANDS OF RITTER PROPERTIES, LLC, THE LANDS OF JOSEPH DAVIS, THE RIGHT-OF-WAY OF TRECOTT STREET, THE LANDS OF MEDWAY BAPTIST CHURCH, THE LANDS OF HARRY N. BRADLEY, THE RIGHT-OF-WAY OF BOOKER STREET, THE LANDS OF MONROVIA UNION CEMETERY, THE RIGHT-OF-WAY OF ASHEPOO LANE, THE LANDS OF JEAL-K ASSOCIATES, LLC, THE RIGHT-OF-WAY OF OCEANIC STREET, THE RIGHT-OF-WAY OF INTERSTATE 26, THE LANDS OF CHARLES G. LANE AND EDWIN H. COOPER AS TRUSTEES OF THE SALLY H. TEMPLETON GST EXEMPT TRUST, THE LANDS OF CITY COUNCIL OF CHARLESTON, ETAL, THE LANDS OF DSC PROPERTIES OF SC, LLC AND THE AFORESAID RIGHT-OF-WAY OF HAGOOD STREET THE FOLLOWING COURSES:

WITH A CURVE TURNING TO THE LEFT, AN ARC LENGTH OF 190.66', A RADIUS OF 5644.62', A CHORD BEARING OF N 11°36'43" W, AND A CHORD LENGTH OF 190.65', TO A REBAR SET; THENCE

N 13°02'56" W A DISTANCE OF 519.89' TO A REBAR SET; THENCE

WITH A CURVE TURNING TO THE RIGHT, AN ARC LENGTH OF 697.65', A RADIUS OF 3904.99', A CHORD BEARING OF N 07°55'51" W, AND A CHORD LENGTH OF 696.72', TO A REBAR SET; THENCE

N 02°48'46" W A DISTANCE OF 1639.64' TO A REBAR SET;

SAID REBAR BEING LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF HAGOOD STREET AND THE SOUTHERN LINE OF THE LANDS OF AFORESAID SOUTH CAROLINA ELECTRIC AND GAS; THENCE CONTINUING ALONG THE NORTHERN RIGHT-OF-WAY OF HAGOOD STREET AND THE SOUTHERN LINE OF THE LANDS OF AFORESAID SOUTH CAROLINA ELECTRIC AND GAS THE FOLLOWING COURSE:

N 81°18'53" E A DISTANCE OF 30.16' TO THE POINT OF BEGINNING, HAVING AN AREA OF 86,932 SQUARE FEET, OR 2.00 ACRES OF LAND, MORE OR LESS.

LESS AND EXCEPT, THOSE PORTIONS OF PARCEL 39 CSX RAILROAD CROSSING ANY PUBLIC RIGHT OF WAY SHOWN ON THE SURVEY.

And being a portion of that property conveyed to the Grantor by that deed from the County of Charleston to Atlantic Coast Line Railroad Company dated September 30, 1930, and recorded October 20, 1930, in the Office of the Register of Deeds for Charleston County, South Carolina, in Book E35, Page 393.

AND

PARCEL NO. 28

COMMENCING AT THE NORTHWEST INTERSECTION OF KING STREET EXT. (US 78) AND MONROVIA STREET (S-10-129); THENCE DEPARTING THE WESTERN RIGHT-OF-WAY OF

KING STREET EXT. AND CONTINUING ALONG THE NORTHERN RIGHT-OF-WAY OF MONROVIA STREET THE FOLLOWING COURSE:

S 71°32'47" W A DISTANCE OF 22.99' TO A REBAR SET;

SAID REBAR BEING LOCATED ALONG THE WESTERN RIGHT-OF-WAY OF NORFOLK SOUTHERN RAILROAD; THENCE DEPARTING THE RIGHT-OF-WAY OF MONROVIA STREET AND CONTINUING ALONG THE WESTERN RIGHT-OF-WAY OF NORFOLK SOUTHERN RAILROAD THE FOLLOWING COURSES:

N 11°12'10" W A DISTANCE OF 197.39' TO A REBAR SET; THENCE WITH A CURVE TURNING TO THE RIGHT, AN ARC LENGTH OF 4.61', A RADIUS OF 5,674.62', A CHORD BEARING OF N 10°40'09" W, AND A CHORD LENGTH OF 4.61' TO A CALCULATED POINT; THENCE

WITH A CURVE TURNING TO THE LEFT, AN ARC LENGTH OF 111.23', A RADIUS OF 5674.62', A CHORD BEARING OF N 11°15'15" W, AND A CHORD LENGTH OF 111.22', TO A CALCULATED POINT;

SAID POINT BEING KNOWN AS THE TRUE POINT OF BEGINNING; THENCE

S 78°11'04" W A DISTANCE OF 14.04' TO A CALCULATED POINT; THENCE N 11°15'06" W A DISTANCE OF 483.50' TO A CALCULATED POINT; THENCE S 13°02'56" E A DISTANCE OF 407.77' TO A CALCULATED POINT; THENCE WITH A CURVE TURNING TO THE RIGHT, AN ARC LENGTH OF 75.80', A RADIUS OF 5674.62', A CHORD BEARING OF S 12°11'54" E, AND A CHORD LENGTH OF 75.80' TO THE POINT OF BEGINNING, HAVING AN AREA OF 3,630 SQUARE FEET, OR 0.08 ACRES OF LAND, MORE OR LESS.

And being a portion of the property conveyed to the Grantor in that deed from Kate M. Ficken, Trustee, to Atlantic Coast Line Railroad Company dated April 27, 1911, and recorded May 12, 1911, in the Office of the Register of Deeds for Charleston County, South Carolina, in Book Y24, Page 281.

AND

PARCEL NO. 29

COMMENCING AT THE NORTHWEST INTERSECTION OF KING STREET EXT. (US 78) AND MONROVIA STREET (S-10-129); THENCE DEPARTING THE WESTERN RIGHT-OF-WAY OF KING STREET EXT. AND CONTINUING ALONG THE NORTHERN RIGHT-OF-WAY OF MONROVIA STREET THE FOLLOWING COURSE:

S 71°32'47" W A DISTANCE OF 53.23' TO A REBAR SET; SAID REBAR BEING LOCATED AT THE SOUTHEAST CORNER OF THE LANDS OF PORT CITY PARTNERS, LLC AND BEING KNOWN

AS THE TRUE POINT OF BEGINNING; THENCE DEPARTING THE RIGHT-OF-WAY OF MONROVIA STREET AND CONTINUING WITH THE LANDS OF PORT CITY PARTNERS, LLC THE FOLLOWING COURSE:

N 11°12'10" W A DISTANCE OF 98.59' TO A CALCULATED POINT; THENCE DEPARTING THE LANDS OF PORT CITY PARTNERS, LLC AND CONTINUING THROUGH THE CSX RAILROAD THE FOLLOWING COURSES:

N 02°29'47" E A DISTANCE OF 66.61' TO A CALCULATED POINT; THENCE S 10°53'07" E A DISTANCE OF 161.41' TO A CALCULATED POINT; THENCE SAID POINT BEING LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF AFORESAID MONROVIA STREET; THENCE CONTINUING WITH RIGHT-OF-WAY OF MONROVIA STREET THE FOLLOWING COURSE:

S 71°32'47" W A DISTANCE OF 15.00' TO THE POINT OF BEGINNING, HAVING AN AREA OF 1,978 SQUARE FEET, OR 0.05 ACRES OF LAND, MORE OR LESS.

And being a portion of the property conveyed to the Grantor in that deed from H. W. Rink to Atlantic Coast Line Railroad Company dated August 18, 1911, and recorded August 18, 1911, in the Office of the Register of Deeds for Charleston County, South Carolina, in Book N25, Page 350.

AND

PARCEL NO. 19

COMMENCING AT THE NORTHWEST INTERSECTION OF KING STREET EXT. (US 78) AND MONROVIA STREET (S-10-129); THENCE DEPARTING THE WESTERN RIGHT-OF-WAY OF KING STREET EXT. AND CONTINUING ALONG THE NORTHERN RIGHT-OF-WAY OF MONROVIA STREET THE FOLLOWING COURSE:

S 71°32'47" W A DISTANCE OF 22.99' TO A REBAR SET; SAID REBAR BEING KNOWN AS THE TRUE POINT OF BEGINNING; THENCE CONTINUING WITH THE RIGHT-OF-WAY OF MONROVIA STREET THE FOLLOWING COURSE:

S 71°32'47" W A DISTANCE OF 15.24'; TO A CALCULATED POINT; THENCE DEPARTING THE RIGHT-OF-WAY OF MONROVIA STREET AND CONTINUING THROUGH THE RIGHT-OF-WAY OF THE CSX RAILROAD THE FOLLOWING COURSES:

N 10°53'07" W A DISTANCE OF 161.41' TO A CALCULATED POINT; THENCE N 10°53'07" W A DISTANCE OF 40.59' TO A CALCULATED POINT; THENCE N 70°59'05" E A DISTANCE OF 14.18' TO A CALCULATED POINT; THENCE WITH A CURVE TURNING TO THE RIGHT, AN ARC LENGTH OF 4.61', A RADIUS OF 5674.62', A CHORD BEARING OF S 10°40'09" E, AND A CHORD LENGTH OF 4.61', THENCE

S 11°12'10" E A DISTANCE OF 197.39' TO THE POINT OF BEGINNING, HAVING AN AREA OF 2,940 SQUARE FEET, OR 0.07 ACRES OF LAND, MORE OR LESS.

And being a portion of the property conveyed to the Grantor in that deed from the Berkeley Phosphate Company to Atlantic Coast Line Railroad Company dated May 22, 1893, and recorded May 22, 1893, in the Office of the Register of Deeds for Charleston County, South Carolina, in Book R21, Page 306.

AND

PARCEL NO. 40

COMMENCING AT THE NORTHWEST INTERSECTION OF KING STREET EXT. (US 78) AND MONROVIA STREET (S-10-129); THENCE DEPARTING THE WESTERN RIGHT-OF-WAY OF KING STREET EXT. AND CONTINUING ALONG THE NORTHERN RIGHT-OF-WAY OF MONROVIA STREET THE FOLLOWING COURSE:

S 71°32'47" W A DISTANCE OF 52.23' TO A REBAR SET; SAID REBAR BEING LOCATED AT THE SOUTHEAST CORNER OF THE LAND OF PORT CITY PARTNERS, LLC; THENCE DEPARTING THE RIGHT-OF-WAY OF MONROVIA STREET AND CONTINUING WITH THE LANDS OF PORT CITY PARTNERS, LLC THE FOLLOWING COURSE:

N 11°12'10" W A DISTANCE OF 201.35' TO A RAILROAD SPIKE FOUND;

SAID SPIKE BEING LOCATED AT THE SOUTHEASTERN CORNER OF THE LANDS OF FORDS REDI MIX CONCRETE CO. AND BEING KNOWN AS THE TRUE POINT OF BEGINNING; THENCE DEPARTING THE LANDS OF PORT CITY PARTNERS, LLC AND FORDS REDI MIX CONCRETE CO. AND CONTINUING INTO AND WITH THE CXS RAILROAD RIGHT-OF-WAY THE FOLLOWING COURSES:

N 69°46'11" E A DISTANCE OF 16.20' TO A CALCULATED POINT; THENCE
S 10°53'07" E A DISTANCE OF 40.59' TO A CALCULATED POINT; THENCE
N 33°43'14" W A DISTANCE OF 41.19' TO THE POINT OF BEGINNING, HAVING AN AREA OF 324 SQUARE FEET, OR 0.01 ACRES OF LAND, MORE OR LESS.

AND

PARCEL NO. 20

COMMENCING AT THE NORTHWEST INTERSECTION OF KING STREET EXT. (US 78) AND MONROVIA STREET (S-10-129); THENCE DEPARTING THE WESTERN RIGHT-OF-WAY OF KING STREET EXT. AND CONTINUING ALONG THE NORTHERN RIGHT-OF-WAY OF MONROVIA STREET THE FOLLOWING COURSE:

S 71°32'47" W A DISTANCE OF 22.99' TO A REBAR SET; SAID REBAR BEING LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF MONROVIA STREET AND BEING KNOWN AS THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH ACROSS THE RIGHT-OF-WAY OF MONROVIA STREET THE FOLLOWING COURSE:

S 11°12'10" E A DISTANCE OF 50.40' TO A CALCULATED POINT;

SAID POINT BEING LOCATED ALONG THE SOUTHERN RIGHT-OF-WAY OF MONROVIA STREET AND THE NORTHERN LINE OF THE LANDS OF NORTH MORRISON TWO, LLC; THENCE CONTINUING WITH THE SOUTHERN RIGHT-OF-WAY OF MONROVIA STREET AND THE LANDS OF NORTH MORRISON TWO, LLC THE FOLLOWING COURSE:

S 71°32'47" W A DISTANCE OF 15.52' TO A CALCULATED POINT; THENCE DEPARTING THE LANDS OF NORTH MORRISON TWO, LLC AND CONTINUING NORTH ACROSS THE RIGHT-OF-WAY OF MONROVIA STREET THE FOLLOWING COURSE:

N 10°53'07" W A DISTANCE OF 50.44' TO A CALCULATED POINT; THENCE CONTINUING WITH THE NORTHERN RIGHT-OF-WAY OF MONROVIA STREET THE FOLLOWING COURSE:

N 71°32'47" E A DISTANCE OF 15.24' TO THE POINT OF BEGINNING, HAVING AN AREA OF 769 SQUARE FEET, OR 0.02 ACRES OF LAND MORE OR LESS.