

SC DEPARTMENT of  
**ENVIRONMENTAL  
SERVICES**

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

January 28, 2026

Claude Burns  
Oburg Land, LLC  
P.O. Box 2815  
Rock Hill, South Carolina 29732

**Re: Proposed Voluntary Cleanup Contract 26-8880-NRP  
Superior Motors / Kia  
Orangeburg County**

Dear Mr. Burns:

Enclosed please find proposed Voluntary Cleanup Contract 26-8880-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](mailto: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 26-8880-NRP

cc: BLWM File # 60067

**VOLUNTARY CLEANUP CONTRACT  
26-8880-NRP**

**IN THE MATTER OF  
SUPERIOR MOTORS / KIA, ORANGEBURG COUNTY  
and  
OBURG LAND, LLC**

This Contract is entered into by the South Carolina Department of Environmental Services and Oburg Land, LLC, with respect to the Property located at 835 and 875 Five Chop Road, Orangeburg, South Carolina. The Property includes approximately 15.53 acres identified by Tax Map Serial Number 0182-17-02-002.000. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of December 17, 2025, and any amendments thereto, by Oburg Land, 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. "Oburg" means Oburg Land, LLC.
- B. "Beneficiaries" means Oburg'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 Oburg 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:

Guthrie, J. M. and Lou	Unknown to 8/1/2002
Superior Holdings, L.P.	8/1/2002 to 12/31/2019
Superior Automotive Rentals, LLC	12/31/2019 to Present

- B. Property and Surrounding Areas: The Property is bounded generally to the northeast by undeveloped wooded land and Middle Pen Swamp; to the southeast by Whittaker Parkway (U.S. Highway 21) followed by a vacant commercial center (1336 – 1344 Whittaker Parkway); to the southwest by Five Chop Road followed by Town Terrace Inn (830 Five Chop Road), Carolina Shed Depot (846 Five Chop Road), Felder & Son Towing (860 Five Chop Road), Kelvin's Auto & Tires (880 Five Chop Road), Hardee's (890 Five Chop Road), and Quick Pantry #5 (910 Five Chop Road); and to the northwest by Gresswim (821 Five Chop Road) and wooded land.

According to the Phase I Environmental Site Assessment (ESA) Report developed by S&ME, Inc. (S&ME) dated October 3, 2025, the western portion of the Property is developed with the Superior Motors automobile dealership, which contains three (3) buildings (Superior Motors, a storage building, and a former paint shop) surrounded by asphalt driveways and parking areas. The eastern portion of the Property is developed with the Superior Kia automobile dealership, which contains one (1) building (Superior Kia) surrounded by concrete driveways and parking areas. The automobile dealerships are separated by a grassy field, which is used for used car sales. Grassy and wooded land and the Middle Pen Swamp are located on the northern portion of the Property.

According to available historical information, the Property was a mixture of cleared and wooded land until the construction of the Superior Motors dealership in 1964. The storage building and the former paint shop were constructed in 1964 and 1994, respectively. Mobile homes sales were conducted on the eastern portion of the Property from the 1970s to the 1990s. The current Superior Kia dealership was constructed in 2011.

The Phase I ESA identified the following recognized environmental conditions (RECs) on the Property:

- The long-term operation (over 61 years) of an automobile service facility.
- An active 10,000-gallon gasoline underground storage tank (UST) and dispensing system.
- A former 550-gallon used oil UST without closure documentation.
- At least six (6) former in-ground hydraulic lifts in the Superior Motors service department.
- The likely discharge from service department floor drains at Superior Motors and Superior Kia to the septic system or directly to the subsurface.

The Phase I ESA identified the following historical REC on the Property:

- A former 550-gallon diesel UST that was closed with a no further action letter without restrictions.

The Phase I ESA identified the following business environmental risks on the Property:

- The potential presence of asbestos containing material in the buildings on the Property.
- The potential presence of water damaged materials and moisture intrusion in the storage building and Superior Motors building.
- The presence of floor drains that may discharge to an on-site septic system and/or directly to the subsurface.
- The lack of, or potentially defective, oil/water separators associated with the floor drain in the service departments.

C. Investigations/Reports: S&ME performed a limited Phase II ESA on the Property as documented in a report dated December 5, 2025. The assessment included a geophysical survey to determine the subsurface arrangement of accessible in-ground equipment (inground lifts, gasoline UST, former diesel UST, and septic systems) and determine the discharge locations of floor drains and potential oil/water separators. It was determined that the floor drains within the Superior Motors service department likely discharge to a drain field in the grassy area on the north side of the Property, adjacent to the Middle Pen Swamp. It was also determined that the floor drains inside and outside the Superior Kia service department discharge to an in-ground oil/water separator located behind the Superior Kia building. The discharge piping from the oil/water separator is believed to flow towards the grassy area adjacent to Middle Pen Swamp on the northern portion of the Property.

The assessment also included fourteen (14) sample borings (M-GP-1 through M-GP-15) installed at Superior Motors using Geoprobe® Direct Push Technology

(DPT) drilling methods or a stainless-steel hand auger. Boring M-GP-5 was attempted; however, concrete was encountered at approximately one (1) foot below ground surface (bgs) and the boring location was abandoned. Five (5) soil borings (M-GP-1 through M-GP-4, M-GP-6) were installed adjacent to former in-ground lifts within the Superior Motors service department to assess the subsurface for absence/presence of impacted soils. Each soil boring was advanced to a depth of approximately ten (10) feet bgs. An additional six (6) sample borings (K-GP-1 through K-GP-6) were advanced at Superior Kia using the same methods.

Borings M-GP-2, M-GP-6 through M-GP-15, and K-GP-1 through K-GP-6 were advanced to the groundwater table. The temporary well depths ranged from approximately thirteen (13) to seventeen (17) feet bgs. Boring M-GP-11 was advanced using a stainless-steel hand auger. Groundwater samples from borings M-GP-7 and K-GP-6 were collected using a Geoprobe® SP-16 screen point sampling attachment.

The in-ground, two-chamber oil/water separator located at the rear of the Superior Kia building was emptied. After cleaning, the distance to the bottom of the separator was measured to be approximately six (6) feet bgs. The oil/water separator is approximately 5 feet wide and approximately 9.5 feet long. After emptying, the internals of the oil/water separator were evaluated for signs of defects. Water was entering both chambers of the oil/water separator from the seams of the concrete blocks that comprised the walls of the equipment. The water entering the chambers indicates the presence of potential defects in the oil/water separator and may also indicate that liquids within the oil/water separator may leak into the surrounding subsurface when the oil/water separator is full.

Analytical testing of soil samples M-GP-1-8'-10' through M-GP-4-8'-10' and M-GP-6-8'-10' indicated the presence of total petroleum hydrocarbons (TPH) diesel range

organics (DRO) at concentrations of 4.4 milligrams per kilogram (mg/kg) in soil sample M-GP-1-8'-10' and 10.5 mg/kg in soil sample M-GP-6-8'-10'. TPH-DRO was not reported at concentrations above its method detection limit (MDL) in soil samples M-GP-2-8'-10' through M-GP-4-8'-10'. The low TPH-DRO concentrations reported by the laboratory do not indicate that a release from the in-ground lifts was identified in samples M-GP-1 and M-GP-6. Analytical testing of soil samples M-GP-3-8'-10' and M-GP-4-8'-10' did not indicate the presence of poly-chlorinated biphenyls (PCBs) at concentrations above applicable laboratory MDLs.

Analytical testing of groundwater samples M-GP-2, M-GP-6 through M-GP-15, and K-GP-1 through K-GP-6 indicated the presence of volatile organic compounds (VOCs) at concentrations above the applicable laboratory MDLs in samples M-GP-2, M-GP-6, M-GP-8, M-GP-10, M-GP-12, M-GP-14, K-GP-1, and K-GP-3. VOCs were not detected at concentrations above applicable MDLs in groundwater samples M-GP-7, M-GP-9, M-GP-11, M-GP-13, M-GP-15, K-GP-2, K-GP-4, K-GP-5, and K-GP-7. The following VOCs were reported at concentrations exceeding their applicable risk-based screening levels (RBSLs) and/or maximum contaminant level (MCLs):

- Tetrachloroethene (PCE) was reported at a concentration of 10.7 micrograms per liter (ug/L) in groundwater sample M-GP-2, which exceeds its MCL of 5 ug/L.
- Benzene was reported at a concentration of 59.9 ug/L in groundwater sample M-GP-10, which exceeds its MCL of 5 ug/L.
- Naphthalene was reported at a concentration of 45.7 ug/L in groundwater sample M-GP-12, which exceeds its RBSL of 25 ug/L.

Polycyclic aromatic hydrocarbons (PAHs) were detected at concentrations above the applicable laboratory MDLs in groundwater samples M-GP-2, M-GP-6 through M-GP-14, K-GP-2, K-GP-3, K-GP-5, and K-GP-6. PAHs were not detected at

concentrations above applicable MDLs in groundwater samples M-GP-15, K-GP-1, and K-GP-4. Naphthalene was reported at a concentration of 27.1 ug/L in sample M-GP-12, which exceeds its RBSL of 25 ug/L.

Superior Automotive Rentals, LLC implemented closure of the gasoline UST by removal in January of 2026 pursuant to the requirements of State Underground Petroleum Environmental Response Bank (SUPERB) and the closure report documenting the removal of the UST has not yet been submitted to the Department.

D. Applicant Identification: Oburg is a South Carolina limited liability company with its principal place of business located at 2515 Cherry Road, Rock Hill, South Carolina 29732.

E. Proposed Redevelopment: Oburg will acquire the Property and intends to continue its use as automobile dealerships with plans to terminate, replace, and/or modernize existing equipment to reduce the potential for future releases on the Property. Additionally, a quick oil change service facility is planned between the dealerships.

### CERTIFICATIONS

3. Oburg has certified upon application that: 1) Oburg 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. Oburg agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by Oburg, 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 Oburg, or its designee, in accordance with the schedule provided in the initial Work Plan. Oburg 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. Oburg 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, Oburg may seek an amendment of this Contract to clarify its further responsibilities. Oburg shall perform all actions required by this Contract, and any related actions of Oburg'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). Oburg 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).
  - iii. Per - and polyfluoroalkyl substances (PFAS).
- 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 Oburg's consulting firm(s), analytical laboratories, and Oburg'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). Oburg 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 Oburg in writing of approvals or deficiencies in the Work Plan.
- 8). Oburg, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). Oburg 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). Oburg 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). Oburg 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. Oburg 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). Oburg 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). In-ground, out-of-service lifts on the Property.
- 2). Oburg 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 its contents to the environment, Oburg shall expeditiously stabilize or remove the Segregated Source from the Property.
- 4). Oburg shall immediately notify the Department if a release of Contamination

occurs as a result of its assessment, stabilization, or removal actions. Oburg shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Implement the Response Actions Specified in the “Elimination of Former Uses Contributing to Impacts” Letter

- 1). Oburg shall implement the response actions presented in the letter dated January 14, 2026, from the Shissias Law Firm, LLC to the Department, which is incorporated into this Contract and attached as Appendix B. Additional response actions may be required, at the Department’s discretion, based on assessment results. Oburg shall document the implementation and ongoing maintenance of these response actions in reports submitted to the Department.

E. Conduct a well survey:

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

F. Assess soil quality across the Property:

- 1). Oburg 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), EPA-TCL, and PFAS.
- 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.

G. Assess groundwater quality:

- 1). Oburg 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 (includes cyanide and chromium speciation to analyze for hexavalent chromium), EPA-TCL, and PFAS.
- 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.

H. Assess surface water and sediment quality:

- 1). Oburg shall collect and analyze sediment and surface water samples from water bodies on the Property in accordance with the Department approved Work Plan.
- 2). All surface water and sediment samples shall be analyzed for the TAL-Metals (with chromium speciation to analyze for hexavalent chromium), TCL-VOCs, and TCL-SVOCs. In addition, a limited number of sediment samples from locations to be approved by the Department shall be analyzed for the full EPA TAL (includes cyanide and chromium speciation to analyze for hexavalent chromium), EPA-TCL, and PFAS.
- 3). Surface water quality results shall be compared to the values in the Water Classifications and Standards, S.C. Code Ann. Regs. 61-68, based on consumption of either “water and organisms” or “organisms only” as applicable for the water body. Sediment samples shall be compared to the Ecological Screening Values in EPA Region 4 Ecological Risk Assessment– Supplement to Risk Assessment Guidance for Superfund (RAGS).
- 4). All analytical methods shall be capable of achieving appropriate reporting levels as specified in Paragraph 4.A.5.d. of this Contract.

I. Evaluate and control potential impacts to indoor air:

- 1). Oburg 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 commercial exposures consistent with the building construction on the Property.
- 2). If the Department requires a vapor intrusion assessment, Oburg shall submit

- a Vapor Intrusion Assessment Work Plan followed by a report of the results.
- a). For future buildings, Oburg'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). For existing buildings, Oburg's evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of indoor air, soil gas, and sub-slab soil gas samples over areas potentially subject to vapor intrusion. Assessment activities shall also include evaluation of other factors that may affect vapor intrusion as discussed in the Vapor Intrusion Technical Guide.
  - c). Indoor air and sub-slab soil gas samples shall be collected from within the building during a minimum of two (2) separate sampling events approximately six (6) months apart. One sampling event shall be in the winter. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events.
  - d). All indoor air, soil gas, and sub-slab soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting 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 and using appropriate attenuation factors for soil gas and sub-slab soil gas.
  - e). Indoor air quality results shall be compared to the current EPA RSL Resident Air and Industrial Air Screening Levels. The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.
  - f). Soil gas and sub-slab soil gas sampling results 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 for the proposed use of the Property.

Comparison criteria shall be 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, Oburg shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, Oburg shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.J of this Contract.
- 5). The Department may allow Oburg 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.J of this Contract.

J. Institute reasonable Contamination control measures:

- 1). Oburg 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). 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. In-ground, out-of-service lifts on the Property.
  - b). Oburg 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 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, Oburg shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.J.2 below. Oburg 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). Oburg shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. Oburg shall evaluate options for corrective measures in an Analysis of Brownfields Cleanup Alternatives (ABCA). Upon Department approval of the corrective measures selected in the ABCA, Oburg 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). Oburg 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, Oburg 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, Oburg 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, Oburg 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.

K. Monitor and/or abandon the monitoring wells:

- 1). Oburg 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). Oburg 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. Oburg 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). Oburg 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 Oburg.

## PUBLIC PARTICIPATION

6. Oburg 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 Oburg.
  - B. Oburg 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 Oburg Land, LLC under Voluntary Cleanup Contract 26-8880-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 Oburg. 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). Oburg 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). Oburg agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
    - 5). Oburg 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, Oburg 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. Oburg 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. Oburg 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. Oburg shall implement the interim measures in accordance with a Department-approved

plan.

#### DECLARATION OF COVENANTS AND RESTRICTIONS

9. Oburg or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to prohibit residences of any type, child care or elder care facilities, schools, parks, playgrounds, athletic fields, or agricultural use and prohibit the use of groundwater beneath the Property for any purpose without prior written approval from the Department or its successor agency. Additional restrictions may be required based on the response actions completed under this Contract and as may be required per Paragraph 4.J. of this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:
  - A. The Department shall prepare and sign the Declaration prior to providing it to Oburg. An authorized representative of Oburg 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. Oburg or its Beneficiaries shall record the executed Declaration with the Register of Deeds for the county where the Property is located.
  - C. Oburg 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, Oburg 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 Oburg or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
- 1). Oburg or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
  - 2). Oburg 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 Oburg 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. Oburg 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 31<sup>st</sup> 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 Oburg shall be submitted to Oburg's designated

contact person who as of the effective date of this Contract shall be:

Claude Burns  
Oburg Land, LLC  
P.O. Box 2815  
Rock Hill, South Carolina 29732

#### FINANCIAL REIMBURSEMENT

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

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

Claude Burns  
Oburg Land, LLC  
P.O. Box 2815  
Rock Hill, South Carolina 29732

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

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

#### ECONOMIC BENEFITS REPORTING

14. Oburg 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. Oburg 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, Oburg, 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. Oburg 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. Oburg 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, Oburg 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. Oburg, 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 Oburg 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 Oburg'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 Oburg or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by Oburg or its Beneficiaries;
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by Oburg 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 Oburg or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Oburg's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

B. Should Oburg 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 Oburg 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 Oburg 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. Oburg 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 Oburg and its Beneficiaries for Existing Contamination but not for any Contamination, releases, and consequences caused or contributed by Oburg 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 Oburg or its Beneficiaries. The Department retains all rights under State and Federal laws to compel Oburg and its Beneficiaries to perform or pay for response activity for any Contamination, releases, and consequences caused or contributed by Oburg 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 Oburg and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Oburg 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 OBURG

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

### BURDEN OF PROOF

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

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

**OBURG LAND, LLC**

BY:

DATE:

CBurns

1<sup>CB</sup>2-29-26

Claude Burns

Member

Printed Name and Title

# APPENDIX A

Application for Non Responsible Party Voluntary Cleanup Contract

Oburg Land, LLC

December 17, 2025



**II. Property Information**

9. Location

a. Physical Address 835 and 875 Five Chop Road

b. County Orangeburg Zip Code 29115

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

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

Superior Motors and Superior Kia

11. Total Size of Property Covered by this Contract 15.53 Acres

12. How many parcels comprise the Property? 1

13. Current Zoning (general description)

CG-Commercial General

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.

10000 gallon gasoline UST. Tank will undergo closure via removal.

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

a. Tax Map Parcel# 0182-17-02-002.000  
 b. Acreage 15.53  
 c. Current Owner Superior Automotive Ren  
 d. Owner Mailing Address PO Box 649  
Orangeburg, SC  
29116  
 e. Contact Person for Access Carl Hewett  
 f. Access Person's Phone # 704.351.4448  
 g. Is Parcel Currently Vacant?  Yes  No  
 h. Buildings on the parcel? (check all that apply)  
 None  
 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 Auto sales

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? (check all that apply)  
 None  
 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? (check all that apply)  
 None  
 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? (check all that apply)  
 None  
 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? (check all that apply)  
 None  
 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? (check all that apply)  
 None  
 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)

Applicant intends to redevelop the site and continue to use it as a GMC dealership and a Kia dealership. Future plans to modernize dealerships and construct quick oil change service between the two dealerships.

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.  
Auto repair will use small quantities of chemicals. Remove gasoline UST. Proper storage of used and virgin oil.

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:

21. Anticipated date of closing or acquiring title to the property 02 / 01 / 2026

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.

Chewett  
Signature(s)

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

23. Environmental Consulting Firm  
 None as of this application date

S&ME		chewett@smeinc.com		
Company	2016 Ayrley Town Blvd., Suite 2-A	Charlotte	NC	28273
Address		City	State	Zip
Project Contact1	Carl H. Hewett	S.C PE/PG Reg. #	704.351.4448	Phone1
Project Contact 2		S.C PE/PG Reg. #		Phone 2
				email

24. Legal Counsel (Optional)  
 The Shissias Law Firm, LLC alex@shissiaslawfirm.com  
 Firm  
 Alexander G. Shissias 803.540.3090  
 Attorney Phone1 Phone 2  
 1727 Hampton St Columbia SC 29201  
 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

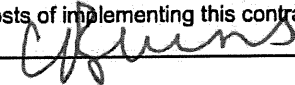
26. Financial Viability

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 S&ME (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: \_\_\_\_\_ (Site Name)  
 The Following reports are attached:

Report Date	Report Name	Environmental Firm
12/5/25	Phase II	S&ME
12/12/25	DES Letter	

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	<input type="checkbox"/> Y <input type="checkbox"/> 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  
Bureau of Land and Waste Management, SCDHEC  
2600 Bull Street  
Columbia SC 29201

There is no application fee.









# APPENDIX B

Letter, dated January 14, 2026, regarding the Implementation of Response  
Actions from the Shissias Law Firm, LLC to the Department

THE SHISSIAS LAW FIRM, LLC  
ADMINISTRATIVE AND ENVIRONMENTAL LAW

1727 HAMPTON STREET  
COLUMBIA, SOUTH CAROLINA 29201

ALEXANDER GEORGE SHISSIAS\*

OFFICE: 803-540-3090

CELL: 803-240-2719

[ALEX@SHISSIASLAWFIRM.COM](mailto:ALEX@SHISSIASLAWFIRM.COM)

\*ADMITTED IN SOUTH CAROLINA AND DISTRICT OF COLUMBIA  
JOHN J. FANTRY, JR., OF COUNSEL EMERITUS†

†Retired

January 14, 2026

Jerry Stamps, Project Manager  
Brownfields Program  
Site Assessment, Remediation, and Revitalization Division  
SC DES Bureau of Land and Waste Management  
2600 Bull Street  
Columbia SC 29201  
**Via email**

Re: Oburg Land, LLC, acquisition of Orangeburg TMS 0182-17-02-002.000, Superior Motors and Superior Kia Site, 835 and 875 Five Chop Road, and acquisition of Orangeburg TMS 0173-20-04-008.000, Superior Honda Site, 282 John C. Calhoun. Both parcels to be acquired from Superior Automotive Rentals, LLC

Dear Mr. Stamps:

We appreciate the Department's flexible approach to site reuse in the Brownfields program as evidenced by its recent approval of 25-8870-NRP, the Dick Smith Hyundai property in Greenville, allowing the continued use of that property as a dealership by the NRP buyer PRGVLE LLC. Oburg Land proposes a similar approach at these sites.

We understand that the Department conducts a site by site analysis and we are providing a proposed summary of the steps we will take to ensure that Oburg Land does not contribute to existing site impacts, and to distinguish between legacy impacts and potential new impacts. Regarding the investigation of former impacts, management of known impacts, and Best Management Practices (BMPs) to prevent new releases, Oburg Land will execute the necessary documents to the Department's satisfaction, including provisions in Work Plans, Site Stewardship Plans, or other binding agreements such as affidavits. To the extent that additional issues are discovered during site assessment or construction, we understand that the Department may require additional assurances.

**I. Elimination of Former Uses Contributing to Impacts**

1. Chlorinated volatile organic compounds (VOCs) ban at all sites. Phase II Environmental Site Assessment (ESA) testing identified groundwater impacted by low concentrations of chlorinated VOCs. The Superior Motors site had a tetrachloroethylene (PCE) exceedance and showed traces of degradation byproducts.

See samples M-GP-2 and M-GP-6 (trace) in the Phase II ESA. The Superior Honda site had a vinyl chloride exceedance at sample H-GP-1. It is possible that historical use of chlorinated degreasers, particularly brake cleaners, caused these impacts.<sup>1</sup> The market now concentrates on brake cleaners and degreasers consisting of safer solvents such as acetone and heptane. Oburg Land will permanently ban the use of PCE and trichloroethylene (TCE) (CAS # 127-18-4 and CAS # 79-01-6) at all sites.

2. Ban on Auto Painting and Collision Repair. The Phase I for the Superior Motors site indicates that an auto painting and collision repair shop was previously operated at the site. The Phase II ESA did not disclose any impacts specifically attributable to this prior use. Oburg Land will permanently ban future auto painting and collision repair.
3. Used Oil Management. The Phase I for the Superior Motors site indicates that a used oil AST was located in a covered, secondary containment behind a building at the rear of the site. The covered containment was not connected to the service department, and used oil likely had to be transferred from used oil containers to the AST via a non-contained pumping method. The Phase I identified petroleum surface staining in this area, and the staining was likely indicative of poor used oil management practices (p. 207). A Phase II groundwater sample (M-GP-12) showed an exceedance for naphthalene at M-GP-12, likely attributable to used oil spillage. Current and future new and used oil storage at the dealership buildings will either be inside the buildings or in covered secondary containment areas immediately adjacent to the service department(s). If exterior containment areas are used, then the transfer of new and used oil will be conducted via piping arrangements located inside the building (service area). Oburg Land also intends to construct a quick oil change business between Superior Motors and Superior Kia, and will have virgin and used oil storage in ASTs with proper containment.
4. Hydraulic Lifts at Superior Motors. The Phase I shows several out-of-service in-ground lifts at Superior Motors. Each lift likely has an in-ground hydraulic reservoir, and the amount of hydraulic oil is unknown. The Phase II shows impacts of diesel range organics (DRO) in soil samples M-GP1 8'-10' and at M-GP6 8'-10' adjacent to two of the former lifts. Since the lifts are out-of-service, Oburg Land cannot operate the equipment. Oburg Land plans to remove all the in-ground lifts and associated hydraulic equipment. Oburg Land will ban the future use of in-ground hydraulic lifts at the properties.
5. Oil/Water Separators and Drains; Auto Washing Practices. All three dealerships periodically washed cars. The Phase I shows two floor drains in the Superior Motors service department (See pp. 2, 209). Underground locating during the Phase II identified discharge piping from the drains to a drain field in the undeveloped land on the north side of the property. An oil/water separator (OWS) was not observed at the Superior Motors property. Oburg Land will block these two drains in the short term. Oburg Land has plans to renovate this dealership, and in so doing will ensure that an

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<sup>1</sup> Historically some parts washers at auto repair facilities used chlorinated solvents, though this has largely been eliminated. Oburg Land does not intend to use chlorinated solvent-based parts washers at any of these dealerships.

OWS is installed with a connection to public sewer. Until that OWS is installed, it will refrain from washing cars at Superior Motors. An OWS is located at the Superior Kia portion of this parcel, and potential defects were noted in the OWS walls during cleaning activities at the time of the Phase II. The discharge location for the OWS was not confirmed during the Phase II; however, this site is not currently connected to the municipal sewer system. The Phase II did not identify any groundwater exceedances at Superior Kia (See K-GP 1- K-GP-6). At Superior Honda, the OWS is a “vault” without baffles or chambers and potential defects were noted in the vault walls during cleaning activities at the time of the Phase II. Groundwater impacts were noted in Phase II sample H-GP-1. The vault at Honda likely discharges to municipal sewer, but there is no record of an OWS approved by the sewer authority. Oburg Land will replace the units at both Kia and Honda with modern units that are certified by their manufacturer and will comply with the local sewer ordinance. Until OWS replacement and connection are complete, it will refrain from washing cars at Superior Kia and at Superior Honda.

6. Gasoline and Used Oil USTs. The Superior Motors site has an existing 10,000-gallon gasoline UST. The Phase II showed a benzene exceedance in groundwater at M-GP-10, which may be indicative of an ongoing release. The Superior Honda site has an existing 3,000-gallon gasoline UST and a 550-gallon used oil UST. Oburg Land is in the process of arranging for closure of all 3 UST systems via removal of the tanks. Oburg Land will ban the future use of USTs, both fuel and used oil at the properties. Any releases from the existing USTs will be managed in accordance with SUPERB.

## **II. Work Plans, Site Stewardship Plans**

To the extent any segregated sources of contamination are discovered, Oburg Land will remove these sources. As part of its Site Stewardship Plan, to the extent any impacted soils are discovered in the process of replacing the OWS systems, or removing the lifts at Superior Motors, Oburg Land will arrange for the testing and proper disposal of impacted soils as required.

## **III. Comprehensive Baseline Assessments**

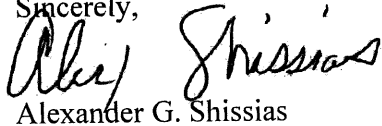
We recognize that the Department will require additional baseline data to properly assess the sites and to be able to more closely identify existing impacts. As the VCC will be one in which the scope of work is to be specified in a forthcoming Work Plan, Oburg Land’s assessment will reflect the Department’s demands. In addition to the usual approach to NRP VCC sites with soil and groundwater monitoring, one would expect that there would be additional focus on the following areas and analytes:

1. Impacts from the gasoline USTs at both sites, to the extent they are not delineated as part of the UST closure process under SUPERB (VOC, SVOC, metals)
2. Impacts at Superior Motors and Superior Honda associated with auto repair, and impacts at Superior Motors from former auto painting (VOC, SVOC, metals)
3. DRO impacts at Superior Motors associated with use of hydraulic lifts and with auto repair (DRO, SVOC, metals)

4. Impacts from the drains at Superior Motors and the OWS systems at Superior Honda and Superior Kia (VOC, SVOC, metals)

Please contact me with any questions you may have. Oburg Land intends to cooperate with the Department in this process, and to the extent the Department concludes additional BMPs are required, please notify us and we will include these additional requirements, or provide clarification.

Sincerely,

A handwritten signature in black ink that reads "Alex Shissias". The signature is written in a cursive style with a large initial "A" and "S".

Alexander G. Shissias