



SC DEPARTMENT of
**ENVIRONMENTAL
SERVICES**

Nicholas W. Hammond
Bureau of Land and Waste Management
2600 Bull Street
Columbia, SC 29201

July 30, 2026

Mr. Howard Jackson
South Carolina State University Real Estate Foundation
700 University Village Drive
Orangeburg, South Carolina 29115

RE: Bazar Site
Proposed Voluntary Cleanup Contract
Orangeburg County
File # 59871

Dear Mr. Jackson:

Enclosed please find proposed Voluntary Cleanup Contract 26-7775-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 803-898-0736 or Nick.Hammond@des.sc.gov.

Sincerely,

A handwritten signature in black ink that reads "Nicholas W. Hammond".

Nicholas W. Hammond, Project Manager
Brownfields Program
Division of Site Assessment, Remediation, and Revitalization

**VOLUNTARY CLEANUP CONTRACT
26-7775-NRP**

**IN THE MATTER OF
BAZAR SITE, ORANGEBURG COUNTY
and
SOUTH CAROLINA STATE UNIVERSITY REAL ESTATE FOUNDATION**

This Contract is entered into by the South Carolina Department of Environmental Services and the South Carolina State University Real Estate Foundation, with respect to the Property located at 2203, 2207, and 2229 Russell Street, Orangeburg, South Carolina. The Property includes approximately 2.43 acres identified by Tax Map Serial Numbers 0173-11-10-014.000, 0173-11-10-013.000, 0173-11-10-012.000, and 0173-11-10-011.000. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of July 24, 2026, and any amendments thereto, by the South Carolina State University Real Estate Foundation, 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. "SCSUREF" means the South Carolina State University Real Estate Foundation.
- B. "Beneficiaries" means SCSUREF'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 SCSUREF 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:

TMS# 0173-11-10-014.000

W.O. Brodie Jr.	July 1974 – September 2000
Eugene Dunning	September 2000 – March 2008
A.M. Builders, LLC	March 2008 – April 2008
Stephen J. Butler	April 2008 – March 2011
Nancy Beard	March 2011 – January 2013
MWR LLC	January 2013 – November 2025
S & P 2K Development Group LLP	November 2025 – Present

TMS# 0173-11-10-013.000

Arienne R. Battiste	July 2025 – April 2026
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MAG Investments, LLC	April 2026 – July 2026
S & P 2K Development Group, LLP	July 2026 – Present

TMS# 0173-11-10-012.000

Arienne R. Battiste	July 2025 – April 2026
MAG Investments, LLC	April 2026 – July 2026
S & P 2K Development Group, LLP	July 2026 – Present

TMS# 0173-11-10-011.000

Arienne R. Battiste	July 2025 – April 2026
MAG Investments, LLC	April 2026 – July 2026
S & P 2K Development Group, LLP	July 2026 – Present

B. Property and Surrounding Areas: The Property is bounded generally to the north by South Carolina State University buildings; to the east by a vacant structure and residential dwellings; to the south by Russell Street, Goldstein's on Russell, Jo Riches Realty, and residential dwellings; and to the west by undeveloped land and residential dwellings beyond.

Historical maps and aerial imagery indicate that the Property was agricultural land circa 1920. From approximately 1931 until 1947, an automotive repair shop was present on the easternmost parcel (Parcel 0173-11-10-011.000). From approximately 1947 until 1954, a tin shop was located on the Property. From the late 1940s until 2017, the westernmost parcel of the Property was partially a residential development with a forested portion. The Property is currently undeveloped, cleared land with some trees and two (2) concrete pads from previous structures.

C. Investigations / Reports; Regulatory Issues:

A Limited Site Investigation (LSI) of the westernmost parcel of the Property (Parcel 0173-11-10-014.000) was conducted by Terracon and documented in a report dated August 4, 2023. A geophysical investigation was conducted on the southern half of the parcel and found no evidence of the presence of former USTs. Terracon concluded that the USTs were likely abandoned and removed from the Property at an earlier date. The LSI included seven (7) soil borings and the installation of seven (7) temporary groundwater monitoring wells on the Property. Soil and groundwater samples were collected and analyzed for volatile organic compounds (VOCs). There were no analytes detected above action levels in surface or subsurface soil samples. However, when the soil samples were field screened using a flame-ionization detector (FID) and a photoionization detector (PID), one (1) subsurface soil sample exhibited elevated levels of VOCs. The boring log for this sampling location also noted petroleum staining at four (4) feet below ground surface. Groundwater sampling detected several VOCs at levels exceeding the United States Environmental Protection Agency (EPA) Regional Screening Levels for Residential Tap Water (Tapwater RSLs) and/or the South Carolina Maximum Contaminant Levels (MCLs). 1,2-dichloroethane and benzene were detected above the Tapwater RSL and MCL. Ethylbenzene and chloroform were detected above the Tapwater RSL. The groundwater samples containing elevated VOCs and the subsurface soil sample with high FID/PID field screening values were collected at the front of the Property near the roadway, in the approximate vicinity of the former UST system.

A Phase I ESA of the Property, dated July 22, 2026, was conducted by Terracon and identified the following RECs:

- 1). The Bazar Site facility, which formerly operated on a portion of the Property (Parcel 0173-11-10-014.000) during an unknown period of time and was identified as a former UST facility (UST Permit #19693). There are no records of previous release, but groundwater sampling from the August 4, 2023 LSI suggested a release had occurred.

- 2). The automotive repair shop present on the eastern portion of the Property (Parcel 0173-11-10-011.000) from approximately 1931 until 1954.
- 3). The former H P Wactor facility on the southern adjoining parcel, which was listed as a UST facility (UST Permit #06997) with one (1) reported release in August 1995 and another UST listing lacking information regarding its abandonment. The southern adjoining parcel had former uses as a filling station, fertilizer storage, and auto repair facility.
- 4). The former presence of filling stations on the western and eastern adjoining parcels, in addition to the southern adjoining parcel mentioned above.

D. Applicant Identification: SCSUREF is a South Carolina tax-exempt, non-profit 501(c)(3) corporation with its principal place of business located at 700 University Village Drive, Orangeburg, South Carolina 29115.

E. Proposed Redevelopment: SCSUREF will acquire the Property and intends to redevelop it as a multi-unit student living complex.

CERTIFICATIONS

3. SCSUREF has certified upon application that: 1) SCSUREF 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. SCSUREF agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by SCSUREF, 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 SCSUREF, or its designee, in accordance with the schedule provided in the initial Work Plan. SCSUREF 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. SCSUREF 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, SCSUREF may seek an amendment of this Contract to clarify its further responsibilities. SCSUREF shall perform all actions required by this Contract, and any related actions of SCSUREF'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). SCSUREF 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 SCSUREF's consulting firm(s), analytical laboratories, and SCSUREF'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). SCSUREF 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 SCSUREF in writing of approvals or deficiencies in the Work Plan.
- 8). SCSUREF, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). SCSUREF 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). SCSUREF 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). SCSUREF 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. SCSUREF 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). SCSUREF 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). Any remaining USTs and associated piping.
- 2). SCSUREF shall also characterize for disposal any other Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.

- 3). Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, SCSUREF shall expeditiously stabilize or remove the Segregated Source from the Property.
- 4). SCSUREF shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization, or removal actions. SCSUREF shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

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

E. Assess soil quality across the Property:

- 1). SCSUREF shall collect and analyze a minimum of twelve (12) soil samples from six (6) locations on the Property. SCSUREF shall collect one (1) surface soil sample (0-1 foot below ground surface) and one (1) subsurface soil sample (2-foot minimum depth) from each of the following locations:
 - a). Two (2) locations on the concrete pad near the front of the Property (at or near SB-5 and SB-6 from the LSI).
 - b). Two (2) locations at the eastern edge of the Property near the boundary between parcels #0173-11-10-013.000 and #0173-11-10-011.000, the

approximate location of the auto repair shop identified on the Sanborn maps in the Phase I ESA.

- c). Three (3) locations evenly distributed throughout the previously undeveloped portion of the Property.
- 2). Unless otherwise specified above, 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. A minimum of one (1) surface and one (1) subsurface sample from the location of the former USTs near the concrete pad at the front of the Property and one (1) surface and one (1) subsurface sample from the estimated location of the former auto repair shop on the eastern side of the Property shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
- 3). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.
- 4). 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). SCSUREF shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from a minimum of three (3) temporary monitoring wells to be installed as singular wells. The wells shall be screened to bracket the water table. Specific locations shall be as follows:
 - a). A location on the concrete pad near the front of the Property (at or near GW-7 from the LSI).
 - b). A location near the southwestern Property boundary downgradient of the off-site RECs on adjoining parcels to the south and west.

- c). A location at the eastern edge of the Property near the boundary between parcels #0173-11-10-013.000 and #0173-11-10-011.000, the approximate location of the auto repair shop identified on the Sanborn maps in the Phase I ESA.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, TCL-VOCs, and TCL-SVOCs. In addition, the well at the estimated location of the former auto repair shop on the eastern side of the Property shall have its samples analyzed for the full EPA-TAL (includes cyanide) with 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). SCSUREF shall further evaluate vapor intrusion risk to indoor air based on documented contaminant concentrations in groundwater that may pose a threat to indoor air quality based on the 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").
- 2). SCSUREF shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.
 - a). For future buildings, SCSUREF'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, SCSUREF shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, SCSUREF 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 SCSUREF 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). SCSUREF 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). SCSUREF shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
 - b). Subject to Department approval, buried Waste Materials, if present, may be stabilized in place on the Property in a manner that will effectively limit or prevent human exposure and release of contaminants to the environment. If any Waste Materials are to be stabilized in place, SCSUREF shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.H.2 below. SCSUREF 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). SCSUREF shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. SCSUREF 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, SCSUREF 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. Known media that require Corrective Measures include, but may not be limited to, the following: Groundwater.
 - b). SCSUREF 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, SCSUREF 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, SCSUREF 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, SCSUREF 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). SCSUREF 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). SCSUREF 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. SCSUREF 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). SCSUREF 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 SCSUREF.

PUBLIC PARTICIPATION

6. SCSUREF 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 SCSUREF.
- B. SCSUREF 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 South Carolina State Real Estate Foundation under Voluntary Cleanup Contract 26-7775-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 SCSUREF. 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). SCSUREF 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). SCSUREF agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). SCSUREF 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, SCSUREF 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. SCSUREF 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. SCSUREF 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. SCSUREF shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

- 9. SCSUREF or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to restrict future use of the Property such that groundwater beneath the Property shall not be used 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 Paragraphs 4.H.1.b. or 4.H.2.c 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 SCSUREF. An authorized representative of SCSUREF 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. SCSUREF or its Beneficiaries shall record the executed Declaration with the Register of Deeds for the county where the Property is located.

- C. SCSUREF 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, SCSUREF 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 SCSUREF or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
- 1). SCSUREF or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). SCSUREF 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 SCSUREF 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. SCSUREF 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:

Nicholas W. Hammond
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

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

Mr. Howard Jackson, Executive Director
South Carolina State University Real Estate Foundation
700 University Village Drive
Orangeburg, South Carolina 29115

FINANCIAL REIMBURSEMENT

11. SCSUREF or its Beneficiaries shall reimburse the Department as set forth below.

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

Mr. Howard Jackson, Executive Director
South Carolina State University Real Estate Foundation
700 University Village Drive
Orangeburg, South Carolina 29115

- 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. SCSUREF agrees the Department has an irrevocable right of access to the Property for environmental response matters after SCSUREF 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 SCSUREF or its Beneficiaries for the Property under this Contract as follows:
 - A. SCSUREF 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 SCSUREF 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 SCSUREF 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 SCSUREF or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. SCSUREF 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. SCSUREF 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, SCSUREF, 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. SCSUREF 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. SCSUREF 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, SCSUREF 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, SCSUREF or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.
- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will **assume** the ongoing obligations and protections of this Contract.
 - 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

CONTRACT TERMINATION

16. SCSUREF, 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 SCSUREF 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 SCSUREF'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 SCSUREF or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by SCSUREF or its Beneficiaries;
 - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
 - 6). Failure by SCSUREF 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 SCSUREF or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of SCSUREF's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should SCSUREF 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 SCSUREF 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 SCSUREF 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. SCSUREF 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 SCSUREF and its Beneficiaries for Existing Contamination but not for any Contamination, releases, and consequences caused or contributed by SCSUREF 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 SCSUREF or its Beneficiaries. The Department retains all rights under State and Federal laws to compel SCSUREF and its Beneficiaries to perform or pay for response activity for any Contamination, releases, and consequences caused or contributed by SCSUREF 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 SCSUREF and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than SCSUREF 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 SCSUREF

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

BURDEN OF PROOF

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

or its Beneficiaries. SCSUREF 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 SCSUREF AND ITS BENEFICIARIES

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

THE SOUTH CAROLINA STATE UNIVERSITY REAL ESTATE FOUNDATION

BY:

DATE:

Necy Glover

7/30/2024

Necy Glover

Printed Name and Title

APPENDIX A

Application for Non Responsible Party Voluntary Cleanup Contract

South Carolina State University Real Estate Foundation

July 24, 2026



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

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

3. Applicant's Legal Name South Carolina State University Real Estate Foundation

4. Contract Signatures for this Applicant

a. Authorized Signatory

Howard Jackson Executive Director hjackson@hojac.com

Name Title Email
700 University Village Drive (803) 707-0907 (803) 531-8382

Address Phone1 Phone2
Orangeburg SC 29115

City State Zip

b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
Necy Glover	Chief Financial Officer	(803) 378-2748	Nglover@scsufoundation.org	☐
		() -		☐
		() -		☐

5. Physical Location of Applicant's Headquarters

700 University Village Drive

Street address Suite Number
Orangeburg SC 29115
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:

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 2203, 2207 & 2229 Russell Street

b. County Orangeburg Zip Code 29115

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

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

11. Total Size of Property Covered by this Contract 2.43 Acres

12. How many parcels comprise the Property? Four total parcels

13. Current Zoning (general description)

All four parcels are zoned as 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.

N/a

Terracon conducted a Limited Site Investigation at the 2229 Russell Street property (Orangeburg County Parcel No. 0173-11-10-014.000) dated August 4, 2023. Terracon subcontracted a private geophysical locator to evaluate the southern half portion of the 2229 Russell Street property for the potential presence of USTs. The geophysical evaluation did not indicate the presence of the former USTs on the southern half portion of the 2229 Russell Street Property. The USTs were likely abandoned and removed from the site at an earlier date.

Terracon conducted an updated Phase I ESA report dated July 22, 2026

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

a. Tax Map Parcel# 0173-11-10-014.000
b. Acreage ~1.32
c. Current Owner MWR LLC
d. Owner Mailing Address PO Box 95
Cross
SC 29436-0095
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since ~2005
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# 0173-11-10-013.000
b. Acreage ~0.55
c. Current Owner Battiste Annie Joyce Knight
d. Owner Mailing Address 1227 N Peachtree Pkwy
#281
Peachtree City, GA 30266
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☒ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# 0173-11-10-012.000
b. Acreage ~0.29
c. Current Owner Battiste Joyce Knight & F
d. Owner Mailing Address 1227 N Peachtree Pkwy
#281
Peachtree City, GA 30266
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 1970s
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# 0173-11-10-011.000
b. Acreage ~0.27
c. Current Owner Battiste Annie Joyce Knight
d. Owner Mailing Address 1227 N Peachtree Pkwy
#281
Peachtree City, GA 30266
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 1970s
(approx date)
☐ In operation: nature of the business _____

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

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

III. Property Redevelopment

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

The site is being considered for redevelopment as a multi-unit student living complex.

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 Four full time jobs as of 1
☐ No

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

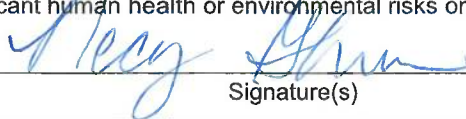
20. a. Will there be Intangible benefits from this redevelopment such as:
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☐ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☐ Other _____

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 07 / 31 / 2024

22. Redevelopment Certification

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


Signature(s)

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

23. Environmental Consulting Firm

- ☐ None as of this application date
Terracon Consultants Incorporated

Company				
521 Clemson Road	Columbia	SC		29229
Address	City	State		Zip
Chris Bartley	N/a	(803) 212-0052		chris.bartley@te
Project Contact1	S.C PE/PG Reg. #	Phone1	Phone 2	email
Walker Hinson	N/a	(803) 729-7673		walker.hinson@
Project Contact 2	S.C PE/PG Reg. #	Phone1	Phone 2	email

24. Legal Counsel (Optional)

Firm

Attorney

Phone1

Phone 2

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 Terracon Consultants Incorporated - Phase I ESA is currently in progress as
(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: (Site Name)

Report Date

Report Name

Environmental Firm

August 4, 2023

Limited Site Investigation - Russell Street Tract

Terracon Consultants Incorporated

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 SCDES evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Signature(s)

This Section for Department Use Only

Assigned File Name

Eligible for NRP Contract

☐ Y ☐ N

Assigned File Number

Assigned Contract Number

APPLICATION INSTRUCTIONS

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

The form is largely self-explanatory; however, the following information is further clarification for some questions. Additional assistance is available through the Voluntary Cleanup Program at the toll-free telephone number (803) 898-9153.

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

Check Co-Entity if the contract will be between SCDES 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:

Preston Mousseau

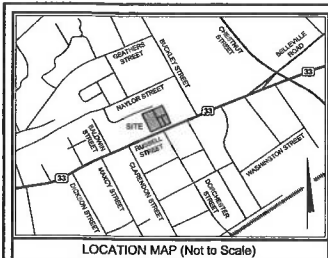
ATTN: Brownfields Voluntary Cleanup Program

SCDES, Bureau of Land and Waste Management

2600 Bull Street

Columbia, South Carolina 29201

There is no application fee.



NOW OR FORMERLY
South Carolina State University
TMS0173-11-10-004.000

NOW OR FORMERLY
South Carolina State University
TMS0173-11-10-004.000

NOW OR FORMERLY
South Carolina State University
TMS0173-11-10-004.000

CITY OF ORANGEBURG
ORANGEBURG COUNTY

NOW OR FORMERLY
Cheryl Shuler
TMS0173-11-10-010.000

NOW OR FORMERLY
SOUTH CAROLINA STATE UNIVERSITY
TMS0173-11-10-004.000

TOPO NOTES:
1) THE LOCATION OF OTHER UNDERGROUND UTILITIES AND THEIR SERVICES ARE UNKNOWN.
2) CONTOUR INTERVAL ELEVATIONS ARE ONE (1) FOOT.
3) REFERENCE MARK USED IS NGS MONUMENT DESIGNATED "STATE", ELEVATION=265.73 (feet) (NAVD 88 DATUM), AS TAKEN FROM NGS DATA SHEET, <http://www.ngs.noaa.gov/>.

Encumbrances and/or restrictions may exist on the subject property which are not shown hereon.

REVISIONS	DATE	DESCRIPTION
1	7/9/2024	Revised to adjust to State Plane Coordinate Base and add topographic information.

COX AND DINKINS
ENGINEERS - SURVEYORS - LANDSCAPE ARCHITECTS
724 BELTLINE BLVD.
COLUMBIA, SC 29208
803.254.0518
COXANDINKINS.COM

PLAT
PREPARED FOR
SOAR CAPITAL, LLC
ORANGEBURG COUNTY, IN & NEAR ORANGEBURG, S.C.

SCALE: 1" = 40'

TAX MAP NUMBER: 0173-11-10-011.000, -012.000, -013.000 & -014.000

BOOK: 95J-74

CHK: 5

SF NO: 331-17

DWG: 4R05J-74REV.dwg

BY: 20

DATE: JUNE 27, 2024

CERTIFICATION:

I hereby certify that to the best of my professional knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the State of South Carolina, and meets or exceeds the requirements for a Certified Survey as specified therein; and there are no visible encumbrances or restrictions other than shown.

PRIME LAND SURVEYOR NO. 13517
J. DON RIVERS, Jr.

REFERENCES:

1) A PLAT PREPARED FOR ELMORE GUNNING, BY EDISTO SURVEYORS, INC., DATED AUGUST 28, 2003, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR ORANGEBURG COUNTY IN RECORD BOOK C190, PAGE 6.
2) ORANGEBURG COUNTY CDDC BOOKS, 718, PAGE 970, 719, PAGE 92, 718, PAGE 89, 827, PAGE 21 AND 1498, PAGE 108.
3) PLAN AND PROFILE OF PROPOSED STATE HIGHWAY, DOCKERY JOLISS, ROUTE NO. 33, SHEETS 18 AND 20 OF 103.
4) A PLAT OF 0.15 ACRES PREPARED FOR CHERYL SHULER, BY EDISTO ENGINEERS AND SURVEYORS, INC., DATED AUGUST 16, 2023.

NOTES:

1) THE LOCATION OF OTHER UNDERGROUND UTILITIES AND SERVICES IS UNKNOWN.
2) THE TWO PARCELS SURVEYED ARE TO BE COMBINED INTO A SINGLE 2.43 ACRES PARCEL OF 2.43 ACRES UPON PLAT RECORDED.

Line #	Length	Direction
L1	3.51'	N89°57'07"W
L2	1.07'	S87°43'07"E
L3	2.96'	S72°27'37"E
L4	20.07'	N89°58'44"E

Curve #	Arc Length	Radius	Delta	Chord Direction	Chord Length
C1	88.75'	17225.22'	017°42'	S89°54'43"W	88.75'
C2	248.15'	17224.20'	014°42'	S89°58'06"W	248.15'