



**SC DEPARTMENT of
ENVIRONMENTAL
SERVICES**

Camille Rossiello
Bureau of Land and Waste Management
2600 Bull Street
Columbia, SC 29201

September 9, 2026

Joseph Everett
Warehouse Solutions of Florence LLC
PO Box 310
Rockingham NC 28380

RE: Proposed Voluntary Cleanup Contract (VCC) for Signature
International Knife and Saw Inc
VCC 26-6108-NRP
Florence County

Dear Joseph Everett:

Please find enclosed with this letter the proposed Voluntary Cleanup Contract 26-6108-NRP. If the terms are agreeable, please sign the contract and return it to my attention at South Carolina Department of Environmental Services (SCDES) – BLWM, 2600 Bull Street, Columbia, SC 29201.

Upon your execution of this contract, there will be a public notice period of 30 days. Following the public notice period, and assuming there are no adverse comments that would cause SCDES not to execute the contract, SCDES will sign it and forward a certified copy to you.

If you would like to further discuss the terms of the contract or have any other questions, please contact me at (803) 898-0592 or camille.rossiello@des.sc.gov. SCDES looks forward to working with you to address this property under the South Carolina Voluntary Cleanup Program.

Sincerely,

A handwritten signature in black ink that reads "Camille Rossiello".

Camille Rossiello, Project Manager
Brownfields Program
Division of Site Assessment, Remediation, and Revitalization

Enc: VCC 26-6108-NRP for Signature

cc: BLWM File #54872

**VOLUNTARY CLEANUP CONTRACT
26-6108-NRP**

**IN THE MATTER OF
INTERNATIONAL KNIFE AND SAW, FLORENCE COUNTY
and
WAREHOUSE SOLUTIONS OF FLORENCE, LLC**

This Contract is entered into by the South Carolina Department of Environmental Services and Warehouse Solutions of Florence, LLC, with respect to the Property located at 1435 Cashua Drive, Florence, South Carolina. The Property includes approximately 7.91 acres identified by Tax Map Serial Numbers 01211-01-037 and 01211-01-088. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of June 23, 2026, and any amendments thereto, by Warehouse Solutions of Florence, 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. "WSF" means Warehouse Solutions of Florence, LLC.
- B. "Beneficiaries" means WSF'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 WSF 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 #01211-01-037

Florence Saw Works	5/26/1966 to 12/27/1988
Klingelberg Real Estate Ltd Partnership	12/27/1988 to 9/18/1996
International Knife and Saw, Inc.	9/18/1996 to 4/29/2002
IKS Newco, Inc	4/29/2002 to 7/31/2006
RIGG, LLC	7/31/2006 to Present

TMS #01211-01-088

Hannaco Inc	5/7/1979 to 12/27/1988
KlingelInberg Real Estate Ltd Partnership	12/27/1988 to 9/18/1996
International Knife and Saw, Inc.	9/18/1996 to 4/29/2002
IKS Newco, Inc	4/29/2002 to 7/31/2006
RIGG, LLC	7/31/2006 to Present

B. Property and Surrounding Areas:

The Property is bounded generally by undeveloped land and a used car lot to the north; a residential structure and North Cashua Drive followed by Airgas Welding Warehouse, Bobcat Dealership, a bank, and Labcorp to the east; undeveloped, wooded land followed by M&M Autos to the south; and a residential neighborhood to the west.

The Property was residential and undeveloped prior to construction of the original approximately 110,000-square-foot industrial manufacturing facility that was constructed in the 1970s. The manufacturing facility was formerly occupied by International Knife and Saw (IKS), which manufactured and distributed industrial cutting equipment. Additionally, a portion of the Property was formerly occupied by Bionic, which was a purveyor of diluted cleaning products that were combined, bottled, and distributed. By the early 2000s, expansions to the manufacturing facility were undertaken and the northern portion appeared to be utilized for outdoor storage and parking. The manufacturing facility is currently vacant.

C. Investigations / Reports; Regulatory Issues:

A Phase I Environmental Site Assessment (ESA) for the Property was completed by

S&ME in December 2007. The report indicated that the Property had long-term use of transporting and holding hazardous substances with potentially unstable floor drains and sludge pits. A Phase II ESA was prepared by Partner Engineering and Science Inc. and dated October 31, 2011 (Partner Phase II ESA). A memo recounting the Partner Phase II ESA indicated high levels of chromium in one (1) soil sample collected from the ditch along the west side of the Property. An additional fourteen (14) soil samples were collected from seven (7) locations in September 2011. Six (6) of the soil samples revealed elevated levels of chromium ranging from 16.3 milligram per kilogram (mg/kg) to 2,770 mg/kg. In response to these findings, remedial actions were implemented in 2012 to address soils in the ditch system on the Property. Following completion of the soil remediation work, the Department's predecessor agency issued a No Further Action (NFA) determination for soil in 2012, concluding that no additional soil remediation was required on the Property.

Since the extent of volatile organic compounds (VOCs) in groundwater had not been fully delineated, IKS entered into a Responsible Party Voluntary Cleanup Contract (VCC) with the Department's predecessor agency in May 2020 (VCC 20-6108-RP) to complete a groundwater investigation. Since then, Montrose Environmental (Montrose) conducted multiple groundwater sampling events. Montrose reported VOC detections in on-site monitoring wells along the southeastern and southwestern property boundaries (MW-1A, MW-1B, and MW-3A). Only 1,1-dichloroethane (1,1-DCA) and 1,1-dichloroethene (1,1-DCE) were detected in groundwater. 1,1-DCA concentrations slightly exceeded the United States Environmental Protection Agency (USEPA) regional screening levels (RSLs) of 2.8 micrograms per liter ($\mu\text{g/L}$) at MW-1A (4.6 $\mu\text{g/L}$) and MW-3A (4.3 $\mu\text{g/L}$), while 1,1-DCE concentrations marginally exceeded the USEPA maximum contaminant level (MCL) of 7 $\mu\text{g/L}$ at MW-1B (8.7 $\mu\text{g/L}$; 9.4 $\mu\text{g/L}$

duplicate) and MW-3A (14 µg/L). Off-site groundwater investigations are ongoing.

A Phase I ESA, dated May 13, 2026, was completed by ECS Southeast, LLC (ECS) and submitted in support of the application. ECS identified the following recognized environmental conditions (RECs) in connection with the Property:

- Documented onsite and off-site contamination resulting from the long-term use of the Property (since the 1970s) as a manufacturing plant of industrial cutting tools and use as a chemical diluting business and active participation in a Responsible Party VCC (20-6108-RP) since May 2020.
- The age of the systems, including floor drains, an oil/water separator, and two (2) coolant sump pits, all of which are over 50 years old and are of unknown integrity, documented onsite and off-site contamination, the observed staining and odors in the warehouse with the presence of floor drains and sumps.

D. Applicant Identification: WSF is a North Carolina limited liability company with its principal place of business located at 405 West US Highway 74, Rockingham, North Carolina 28379.

E. Proposed Redevelopment: WSF will acquire the Property and intends to reuse the existing buildings for warehouse storage and the undeveloped areas for parking and truck storage.

CERTIFICATIONS

3. WSF has certified upon application that: 1) WSF is not a Responsible Party at the Site, or

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Warehouse Solutions of Florence, LLC

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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. WSF agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by WSF, 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 WSF, or its designee, in accordance with the schedule provided in the initial Work Plan. WSF 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. WSF 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, WSF may seek an amendment of this Contract to clarify its further responsibilities. WSF shall perform all actions required by this Contract, and any related actions of WSF'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

electronic copy of the entire Work Plan (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). WSF 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);
 - ii. EPA Target Analyte List excluding cyanide but with chromium speciation to analyze for hexavalent chromium (TAL-Metals);
 - iii. 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 WSF's consulting firm(s), analytical laboratories, and WSF'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). WSF 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 WSF in writing of approvals or deficiencies in the Work Plan.
- 8). WSF, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). WSF 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). WSF 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). WSF 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. WSF 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 electronic

copy of the entire report (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

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

D. Conduct a well survey:

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

E. Assess soil quality across the Property:

- 1). WSF shall collect and analyze a minimum of five (5) soil samples from three (3) locations on the Property. Unless specified otherwise, WSF shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2-foot minimum depth) from each of the following locations:
 - a). One (1) subsurface (2-foot minimum depth) sample taken near the floor drain in the warehouse building;
 - b). One (1) location near the former waste enclosure with observed staining;
 - c). One (1) location near the former sludge storage area.
- 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 two (2) samples, one (1) from the former waste enclosure area and one (1) from the former sludge storage area, 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). WSF shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from a minimum of three (3) monitoring wells, one (1) to be installed as singular well to bracket the water table. Specific locations shall be as follows:

- a). Sample two (2) existing monitoring wells on the northern section of the Property (MW-4A and MW-5A).
- b). One (1) newly installed well at a location near the former sludge storage area.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL- Metals (with speciation to analyze for hexavalent chromium), TCL-VOCs, and TCL-SVOCs. In addition, the sample collected from the well near the sludge storage area shall be 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). WSF 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 existing on the Property.
- 2). If a vapor intrusion assessment is required, WSF shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.

- a). For existing buildings, WSF'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.
 - b). Indoor air 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.
 - c). 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.
 - d). 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.
 - e). 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, WSF shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, WSF 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 WSF 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). WSF 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). WSF 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, WSF shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.H.2 below. WSF 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). WSF shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. WSF 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, WSF 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:
 - i. Former waste enclosure;
 - ii. Former sludge storage area.
 - b). WSF 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, WSF 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, WSF 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, WSF 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). WSF 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). WSF 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.

J. Complete required activities in the event of a Responsible Party default:

- 1). Ongoing Responsible Party activities under VCC 20-6108-RP may substantially satisfy the requirements in sub-paragraphs above. Therefore, it is agreed that response action completed by the Responsible Party that meet the conditions of this Contract shall be deemed to satisfy the requirements on WSF. The Department shall have sole discretion in determining the adequacy of the Responsible Party's response action towards completing the activities required by this Contract.
- 2). The Department will provide written notification to WSF if more than one hundred eighty (180) consecutive days elapse without substantial progress, or the Department otherwise determines the Responsible Party's activities are inadequate.
- 3). WSF shall respond in writing within thirty (30) days to the Department's notification with a work plan for completing the unfulfilled requirements of this Contract.

HEALTH AND SAFETY PLAN

5. WSF 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 (in .pdf format). WSF 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 WSF.

PUBLIC PARTICIPATION

6. WSF 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 WSF.
- B. WSF 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 Warehouse Solutions of Florence, LLC under Voluntary Cleanup Contract 26-6108-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 WSF. 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). WSF 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). WSF agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
 - 5). WSF 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, WSF 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. WSF 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 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. WSF 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. WSF shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. WSF or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property if Contamination exceeds levels acceptable for unrestricted use after completing the response actions pursuant to this Contract, or if otherwise required per Paragraph 4.I of this Contract. Contaminant levels acceptable for unrestricted use shall be the Screening Levels for Resident Soil as specified in the EPA RSLs for soil, and the primary MCL standards for groundwater in the State Primary Drinking Water Regulations, S.C. Code Ann. Regs. 61-58. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:
 - A. The Department shall prepare and sign the Declaration prior to providing it to WSF. An authorized representative of WSF 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. WSF or its Beneficiaries shall record the executed Declaration with the Register of Deeds for the county where the Property is located.
 - C. WSF 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, WSF 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 WSF or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). WSF or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). WSF 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 WSF 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. WSF 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:

Camille Rossiello
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

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

Joseph Everett
Warehouse Solutions of Florence, LLC
P.O. Box 310
Rockingham, NC 28380

FINANCIAL REIMBURSEMENT

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

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

Joseph Everett
Warehouse Solutions of Florence, LLC
P.O. Box 310
Rockingham, NC 28380

- 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. WSF agrees the Department has an irrevocable right of access to the Property for environmental response matters after WSF 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 WSF or its Beneficiaries for the Property

under this Contract as follows:

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

ECONOMIC BENEFITS REPORTING

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

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

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

BURDEN OF PROOF

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

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

WAREHOUSE SOLUTIONS OF FLORENCE, LLC

BY:

DATE:

_____

9-15-2026

Joe Everett / President

Printed Name and Title

APPENDIX A

Application for Non Responsible Party Voluntary Cleanup Contract

Warehouse Solutions of Florence, LLC

June 23, 2026

VCC 26-6108-NRP

Warehouse Solutions of Florence, LLC

File # 54872

Page 36 of 36



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 Warehouse Solutions of Florence, LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

<u>Joseph C. Everett</u>	<u>Manager</u>	<u>joeeverett@superiorcranes.com></u>
Name	Title	Email
<u>PO Box 310</u>		
Address	<u>NC</u>	<u>28380</u>
Rockingham	Phone1	Phone2
City	State	Zip

b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		☐
		() -		☐
		() -		☐

5. Physical Location of Applicant's Headquarters

<u>405 W US Highway 74</u>		
Street address	<u>NC</u>	<u>28379</u>
Rockingham	Suite Number	
City	State	Zip

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

<u>Contact person (if different from Authorized Signatory)</u>	<u>Title</u>
<u>Street Number or PO Box</u>	<u>Phone1</u>
<u>City</u>	<u>Phone 2</u>
<u>State</u>	<u>Zip</u>
<u>Email</u>	

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

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

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

Attach additional pages if needed.

<u>Joseph C. Everett</u>	<u>Name</u>	<u>Name</u>

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

☒ Yes ☐ No

d. If yes, identify all affiliations: Superior Cranes, Inc.

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

Joseph C. Everett
Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 1435 Cashua Drive

b. County Florence Zip Code 29501

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

RIGG, LLC and INTERNATIONAL KNIFE & SAW, Inc.

11. Total Size of Property Covered by this Contract 7.91 Acres

12. How many parcels comprise the Property? 2

13. Current Zoning (general description)

B-3, Business District

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

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

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

a. Tax Map Parcel# ~~01211-01-037~~ 1211-01-037
b. Acreage 5.07
c. Current Owner RIGG, LLC
d. Owner Mailing Address PO BOX 100535
FLORENCE SC 29501
e. Contact Person for Access Justin Craig
f. Access Person's Phone # 843-834-5555
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 2024?
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# 01211-01-088
b. Acreage 2.76
c. Current Owner RIGG, LLC
d. Owner Mailing Address Same
e. Contact Person for Access Same
f. Access Person's Phone # Same
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 2024?
(approx date)
☐ In operation: nature of the business _____

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

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

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

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

III. Property Redevelopment

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

The buildings on parcel 01211-01-037 will be used for warehousing, as will the small portion of the building lying on 01211-01-088. The remainder of parcel 01211-01-088 will be used for parking and truck storage.

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

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

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

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

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 9 / 7 / 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.


Signature(s)

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

23. Environmental Consulting Firm

☐ None as of this application date

SCS Engineers

Jcraig@scsengineers.com

Company

1400 Pierside St. Bldg 190 Ste A

N. Charleston

SC

29405

Address

City

State

Zip

Justin Craig

843-834-5555

Project Contact1

S.C PE/PG Reg. #

Phone1

Phone 2

email

N. Marshtein

SC PG 898

843-345-2968

Project Contact 2

S.C PE/PG Reg. #

Phone1

Phone 2

email

24. Legal Counsel (Optional)
The Shissias Law Firm, LLC

alex@shissiaslawfirm.com

Firm

Alexander Shissias

803-540-3090

803-240-2719

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 ECS Southeast, LLC

(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: 20-6108-RP

☒ The Following reports are attached:

(Site Name)

Report Date

Report Name

Environmental Firm

Various

Soil removal, VCC Reports appended to phase I, performed by various firms

July 28, 2011

Phase II

Partner

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.

APPENDIX A

Legal Description of the Property

County of Florence

Tax Map Serial Numbers 01211-01-037 and 01211-01-088

Parcel Number: 01211-01-037

All that tract of land in the County of Florence, State of South Carolina, containing 5.17 acres being designated as Tract No. 30 on a plat of property owned by L.A. McCall, Jr. made by A.L. Ervin, C.E., dated June 6, 1947, recorded in Plat Book 1, at page 72 in the office of the Clerk of Court for Florence County, which tract is located on the west side of Cashua Ferry Road, having a frontage on said road of 201 feet, and extends back in depth on its northern boundary 920.7 feet, and on its southern boundary 930 feet, and in width on its western boundary 287.2 feet, which tract is bounded on the north by Tract No.29 on said plat, on the east by the Old Cashua Ferry Road, and on the south by a ditch separating this property from other lands, and on the west by Tract No.31 on said plot.

The above described property was conveyed to Florence Saw Works, Inc. by Deed of Betty Jo Timmons Brigham and July Timmons Gore, recorded May 26, 1965, in Deed Book A-30, page 232, in the office of the Clerk of Court for Florence County

Parcel Number: 01211-01-088

All that certain piece, parcel or lot of land lying, situate and being in the County of Florence, State of South Carolina, containing 2.7366 acres as shown on a plat prepared for Hannaco, Inc. by Ervin Engineering Company, said plat being dated March 27, 1979 and recorded in Plat Book 18 at page 461 in the office of the Clerk of Court for Florence County, whereon said tract is shown as being bounded and measuring as follows, to-wit: on the north by Tract No. 28 whereon it measures 578.68 feet; on the east by the remainder of Tract No. 29 whereon it measures 205 feet; on the south by Tract No. 30, owned by Hannaco, Inc. whereon it measures 584.29 feet; and on the west by Tract No. 31 whereon it measures 205.1 feet.

The above described property was conveyed to Hannaco Knives & Saw, Inc. by Deed of Evelyn B Guile, E.E. Guile and Julia Bennett, recorded May 7, 1979, in Deed Book A-164, at page 594, in the office of the Clerk of Court for Florence County.