THE STATE OF SOUTH CAROLINA
BEFORE THE DEPARTMENT OF ENVIRONMENTAL SERVICES

CSXT BRAMLETT ROAD SITE
GREENVILLE COUNTY

CONSENT AGREEMENT
26-19-HW

This Consent Agreement is entered into between the South Carolina Department of Environmental Services, (SCDES) and Duke Energy Carolinas, LLC (Duke or Respondent) with respect to the CSX Transportation, Inc. (CSXT) Bramlett Road Site (Site) located in Greenville County, South Carolina. The Site includes the property identified as West Washington Street, Greenville, TMS# 0140000300300 (Parcel 1), where a former manufactured gas plant (MGP) operated from approximately 1917 until approximately 1952, and other parcels where MGP-related hazardous substances are reported to have migrated as a result of operations at the MGP. These other parcels include the property at 408 East Bramlett Road, Greenville, TMS# 0140000300200 (Parcel 2), the property at East Bramlett Road, Greenville, TMS# 0138000100100 (Parcel 3), the property at Temple Street, Greenville, TMS# 0054000300100 (Parcel 4), the property at Temple Street, Greenville, TMS# 0054000600100 (Parcel 5), and a portion of the property at East Bramlett Road, Greenville, TMS# 0138000100300 (Legacy School). The Site includes approximately 35 acres where hazardous substances reportedly have come to be located as a result of operations at the MGP and unpermitted landfilling at the Site. This Consent Agreement specifically relates to an approximately 24.75-acre portion of the Site that includes Parcels 3, 4, and 5 and a portion of the Legacy School. (Attachment A).

In the interest of expediting remedial design and select remedial actions, and minimizing litigation between Respondent and SCDES, Respondent agrees to the entry of this Consent

Agreement, but does not necessarily agree with, admit, accept, or concede the Findings of Fact or Conclusions of Law, and therefore agrees that this Agreement shall be deemed admissible only as necessary for the enforcement of this Agreement by SCDES or subsequent actions relating to Respondent by SCDES. This Consent Agreement may not be utilized by third parties against Respondent as proof of any allegations, findings, or conclusions contained therein.

FINDINGS OF FACT

Based on information known by or provided to SCDES, the following Findings of Fact are asserted by SCDES for purposes of this Consent Agreement:

1) Owners and Operators. Parcels 1, 3, 4, and 5 are currently owned by Seaboard Coast Line Railroad Co. The CSX Corporation is a holding company that owns both the Seaboard Coast Line Railroad Co. and CSXT. Legacy School is currently owned by Legacy School Properties, LLC. The former and current owners and operators of the parcels at issue in this matter include the following:

a. Parcel 1
   1. Southern Public Utilities, circa 1917 to May 26, 1939
   2. Duke Power Company, May 26, 1939 to May 9, 1951
   3. Piedmont Natural Gas Co., Inc., May 9, 1951 to April 18, 1963
   4. Piedmont & Northern Railway Co., April 18, 1963 to June 20, 1967
   5. Seaboard Coast Line Railroad Co., June 20, 1967 to present

b. Parcel 3
   1. Piedmont & Northern Railway Co., August 3, 1940 to June 20, 1967
   2. Seaboard Coast Line Railroad Co., June 20, 1967 to present

c. Parcel 4
   1. Piedmont & Northern Railway Co., July 31, 1940 to June 20, 1967
   2. Seaboard Coast Line Railroad Co., June 20, 1967 to present

d. Parcel 5
    1. Piedmont & Northern Railway Co., July 31, 1940 to June 20, 1967
    2. Seaboard Coast Line Railroad Co., June 20, 1967 to present

e. Legacy School
    1. Nettie Maddox, Unknown to March 1964
    2. School District of Greenville County, March 1964 to December 2010
    3. Campbell Young Leaders, December 2010 to March 2016
    4. Legacy School Properties, LLC, March 2016 to present

2) Site and Surrounding Areas. Parcels 1, 3, and Legacy School are located outside the City of Greenville city limits. Parcels 4 and 5 are located within the City of Greenville city limits. Parcel 3 is separated by East Bramlett Road. Parcel 1 is vacant. Parcel 3 is vacant with the exception of a CSXT railroad office building and associated parking lot located in the northwestern portion of the Parcel. Parcels 4 and 5 are vacant. Areas of wetlands have been identified on Parcels 3, 4, and 5, and on Legacy School. According to the County of Greenville Geographic Information System, Parcels 1, 3, 4, 5 and Legacy School total approximately 24.75 acres. The Swamp Rabbit Trail (a linear, greenway park) and the Reedy River are located west of the CSXT railroad corridor which borders Parcels 3 through 5. The railroad corridor and the Swamp Rabbit Trail parallel the Reedy River. In addition to the Legacy Charter School and the City of Greenville Sanitation Department, offsite properties to the east include a church and single-family residential structures.

Parcel 1 (former MGP Property) includes approximately 3.7 acres and is the location of a former MGP. Access to the MGP Property is restricted by perimeter fencing. The MGP Property included a retort house, three gas holders, water gas plant, tar and ammonia washer tanks, purifiers, tar extractor and holder, and underground heating oil tank. In 1952, the MGP ceased to operate. By 1958, the MGP was mostly demolished, and in the 1970s and 1980s the MGP Property was used as a trucking facility.

Parcel 3 (Vaughn Landfill Property) includes the unpermitted Vaughn construction and demolition (C&D) landfill (Vaughn Landfill) and is approximately 7 acres. The Vaughn Landfill Property is located within the eastern bank floodplain of the Reedy River. Access to the Vaughn Landfill Property is limited to a single entrance from East Bramlett Road. In 1988 Mr. Robert Vaughn offered to purchase a portion of Parcel 3 from Seaboard Coast Line Railroad Co for a solid waste landfill. Mr. Vaughn paid a deposit to acquire the property and began unpermitted landfilling activities; however, Mr. Vaughn did not complete the property acquisition. In 1993, SCDES's predecessor agency, the South Carolina Department of Health and Environmental Control (SCDHEC),[1] advised Mr. Vaughn that the landfilling activities were improper. In 1994, the U.S. Army Corps of Engineers notified CSXT, the owner of the Vaughn Landfill Property, that the Vaughn Landfill was located on wetlands and therefore in violation of section 301 of the federal Clean Water Act. CSXT thereafter reportedly asked Mr. Vaughn to cease operation of and to close the unpermitted Vaughn Landfill. Though operations ceased, Mr. Vaughn did not remove the waste from the unpermitted Vaughn Landfill or remediate environmental impacts resulting from the unpermitted landfill activities at the Vaughn Landfill.

Parcels 4 and 5 are reported to be vacant jurisdictional wetlands. Parcels 4 and 5 have storm water drainage ditches that pass through them from Parcel 3 and eventually deposit into the Reedy River at the southern end of Parcel 5.

Legacy Charter Elementary School. The property was owned by Mrs. Nettie Maddox until March 1964, when she transferred ownership of the property to the School District of Greenville County. The western portion of property remained undeveloped until approximately 1964. Hattie

[1] Pursuant to South Carolina Act No. 60 of 2023 and S.C. Code Ann. § 1-30-140, all functions, powers, and duties of the environmental divisions, office, and programs of the South Carolina Department of Health and Environmental Control were transferred to, incorporated in, and shall be administered as part of the South Carolina Department of Environmental Services as of July 1, 2024.

Duckett Elementary was constructed and began operation in the 1965-1966 school year. The main school building and several outbuildings were located on the central portion of the property with an additional outbuilding and small parking area to the west. The wetlands area along the western property line appeared to be undisturbed. In August 1974, the former Hattie Duckett Elementary was renovated and the Fine Arts Center of Greenville was established. The Fine Arts Center occupied the property until it was moved to a new location in 2006. The School District of Greenville County transferred ownership of the property to Campbell Young Leaders in December 2010. Beginning in 2011, the main building was renovated and extended to the west, and a free-standing library was built just south of the main building. The western outbuilding and parking lot were demolished and a portion of the wetlands along the western property line was filled to facilitate expansion of the main building and extension of the driveway/parking area. No major changes have occurred to the property since 2011. Legacy Charter Elementary School opened in 2011. In March 2016, Campbell Young Leaders transferred ownership of the property to the current owner, Legacy School Properties, LLC (a wholly-owned subsidiary of Campbell Young Leaders).

3) Phase I Investigation. In 1995, Duke conducted a Phase I investigation on the Vaughn Landfill. The investigation included the collection of thirty-three (33) soil samples, seven (7) groundwater samples, seven (7) sediment samples, and four (4) surface water samples for laboratory analysis. Soil samples were collected of native soil beneath the Vaughn Landfill by direct push borings and by test pits. Solid waste such as C&D waste and household appliances were observed in the test pits. In six (6) of the borings, tar-like material was observed at the interface between the waste and the native soil. Lead concentrations in soil, sediment, and groundwater exceeded background levels. Benzene, ethylbenzene, toluene, total xylenes (BTEX),

total petroleum hydrocarbons, styrene, and polycyclic aromatic hydrocarbons (PAHs) were detected in sediment, soil, and groundwater samples. Trichlorofluoromethane, a refrigerant, was detected in one (1) groundwater sample.

4) Phase II Investigation. In 1996, Duke conducted a Phase II investigation on the Vaughn Landfill and the MGP Property. The investigation included the installation of direct push and hand auger borings to determine the horizontal extent of coal tar in the subsurface, the installation of eight (8) monitoring wells, and excavation within the Vaughn Landfill to investigate the source of the elevated heavy metal (e.g., lead) concentrations in soil, sediment, and groundwater detected during Phase I. The coal tar extended horizontally across the northeast and southwest portions of the MGP Property, through a historical wastewater discharge ditch paralleling East Bramlett Road from the southwest corner of the MGP Property to a culvert that passed underneath East Bramlett Road to the northeast corner of the Vaughn Landfill, and within the historical floodplain and beneath the Vaughn Landfill on the Vaughn Landfill Property. No coal tar was observed in the southeast and northwest corners of the MGP Property. Groundwater samples were collected from the monitoring wells and analyzed for volatile organic compounds (VOCs) and semi-volatile compounds (SVOCs). Coal tar free product was observed in the bottom of MW-3D. 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, BTEX, styrene, and PAHs were detected in one or more samples from six (6) of the eight (8) monitoring wells. Brick, concrete, wood, and metal were excavated from the Vaughn Landfill. Included with the metal were several lengths of piping such as that connected to petroleum storage tanks, a crushed 55-gallon drum, and a small tank.

5) Phase III investigation. In 1999, Duke conducted a Phase III investigation on the Vaughn Landfill and the MGP Property. The investigation included the installation of eleven (11)

monitoring wells on the MGP Property, of one (1) soil boring, the collection of nine (9) surface water samples, the sampling and inventory of aquatic fauna in direct contact with soil, sediments, and water around the Vaughn Landfill, and the characterization of risks from exposure, or potential exposure, to MGP-related hazardous substances. Groundwater samples were collected from all of the monitoring wells and analyzed for VOCs, SVOCs, cyanide, and natural attenuation parameters (e.g., total organic carbon). All the groundwater samples, except MW-4, were also analyzed for metals. BTEX components, 1,2-dichloroethane, cis-1,2-dichloroethene, trichloroethene, and tetrachloroethene, barium, iron, total chromium, and mercury were detected in one or more monitoring wells. The report indicated that biological degradation was likely occurring in groundwater. BTEX, styrene, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, and PAHs were detected in the collected soil sample.

6) Preliminary MGP Property Cleanup. From April to June 2000, Duke removed 5,073.48 tons of surface vegetation (e.g., trees, brush, and shrubs) and surface trash (e.g., broken concrete, metal, bricks, block, ceiling tiles, old tanks, and steel reinforcing rods) from the MGP Property and properly disposed of the material.

7) Soil Excavation. From July 2001 to December 2002, Duke excavated impacted soil from the MGP Property, the historical wastewater ditch north of East Bramlett Road, and the offsite Suburban Propane property. Excavation areas included 1.4 acres to a depth of between 3 and 6 feet below ground surface, and 2.4 acres to a depth between 6 and 12 feet below ground surface. Excavations were extended laterally until cleanup target concentration levels were reached, or until physical boundaries prevented further excavation. Excavation extended approximately 50 feet onto the offsite Suburban Propane property. MGP-related debris (e.g., holder slabs, railroad trestle supports, a tar tank, and a tar well) were discovered and removed

during excavation. Approximately 61,088 tons of impacted soil and debris were excavated. Approximately 33,944 tons of soil were thermally treated and reused as backfill. The remaining excavated soil was disposed of at the Palmetto Landfill in Wellford, South Carolina.

8) Additional Investigations. In July 2002, Duke conducted two (2) additional investigations concurrent with soil excavation activities. Arsenic concentrations in treatment confirmation samples collected from the thermally-treated soil exceeded EPA Region 9 Residential Soil Preliminary Remediation Goals. Soil samples were collected from within and immediately surrounding the MGP Property and analyzed for arsenic. It was determined the arsenic concentrations were naturally occurring. The Suburban Propane property and a limited area immediately west of the Suburban Propane property (the northwest area) were investigated by excavating test trenches. MGP-related hazardous substances were not detected in the northwest area. MGP-related hazardous substances reportedly were detected on the Suburban Propane property, but some petroleum constituents uncharacteristic of an MGP also were detected. Remediation efforts underway at the MGP Property were extended to the Suburban Propane property to remove the detected impacts.

9) Semiannual Water Quality Monitoring. Beginning in November 2000, semiannual groundwater samples were collected from monitoring wells for laboratory analysis of BTEX, SVOCs, and the natural attenuation parameters nitrate, sulfate, and iron.

10) Voluntary Cleanup Contract. In August 2016, SCDHEC and Duke entered into a Responsible Party Voluntary Cleanup Contract (VCC) 16-5857-RP. The VCC required Duke to conduct a Remedial Investigation to determine the source, nature, and extent of impacts at the Site resulting from the former operation of the MGP.

11) Groundwater Remedial Investigation Work Plan. In November 2016, Duke submitted a Groundwater Remedial Investigation Work Plan. This work focused on the nature, extent, and fate and transport of constituents in groundwater reportedly related to the operation of the former MGP. The results from this work were presented in Quarterly Progress Report – Third Quarter 2017.

12) Groundwater Remedial Investigation Work Plan Addendum. In April 2018, Duke submitted a Groundwater Remedial Investigation Work Plan Addendum, which proposed additional assessment activities to refine the understanding of site groundwater conditions to evaluate potential residual MGP-related hazardous substances and complete the nature and extent evaluation of groundwater impacts. Six (6) monitoring wells and forty-eight (48) soil borings were installed as part of this work to refine the Conceptual Site Model. Non-aqueous phase liquids (NAPL) including oil-like material and tar-like material were identified, each with distinct mobility characteristics. Monitoring of groundwater, surface water, and sediment has indicated that hazardous substances are not affecting the Reedy River. The results from this work were presented in the First Quarter 2019 Quarterly Progress Report.

13) Second Remedial Investigation Work Plan Addendum. In July 2019, Duke submitted a second Remedial Investigation Work Plan Addendum to conduct additional focused investigation. The work plan proposed to verify near-surface soil concentrations in Parcel 1, delineate the lateral extent of NAPL at Parcel 1 and Parcel 3, delineate the horizontal and vertical extent of constituents in groundwater, quantify bedrock characteristics, quantify mobility characteristics of NAPL, and collect sufficient data to support a human health risk assessment. The second Remedial Investigation Work Plan Addendum included the installation of additional groundwater monitoring wells, geophysics work, extensive soil boring sampling, test pit

excavation verification, borehole geophysics, flowmeter logging, surface water sampling, sediment sampling, a passive soil gas survey, sheen sampling, and forensic analysis.

14) Remedial Investigation Report. In June 2020, Duke submitted a Remedial Investigation Report that included the data collected as part of the Remedial Investigation work from 2016 until 2020. The report determined that additional delineation work was necessary for the complete delineation of the horizontal and vertical extent of MGP-related hazardous substances. The report recommended the installation of an additional twelve (12) groundwater monitoring wells and proposed conducting a stormwater ditch assessment.

15) Remedial Investigation Work Plan Addendum. In August 2020, Duke submitted a Remedial Investigation Work Plan Addendum – Former Storm Water Conveyance Ditches. The work plan proposed to define the horizontal and vertical extent of NAPL in sediment and underlying soil within the historical Site ditches.

16) Forensic Analysis. In December 2020, Duke submitted a Forensic Analysis of NAPL, Sediment, and Soil Samples Collected from the Former Bramlett Road MGP Property and Surrounding Areas. The forensic analysis revealed PAHs from multiple sources present in the samples. Samples from Ditch 5 were shown to contain PAHs resulting from a mixture of petroleum and combustion sources not related to MGP operations and samples collected in the Reedy River had PAHs primarily from urban runoff not indicative of MGP operations.

17) Soil samples. In March 2021, SCDHEC collected soil samples in the vicinity of the Mountain View Baptist Church. The results of this study indicated that samples were consistent with background samples from the area as well as data collected in urban environments as background levels for PAHs.

18) Best Management Practices Work Plan. In March 2021, Duke submitted a Best Management Practices Work Plan that proposed interim surface water Best Management Practices that would reduce the potential for discharge of coal tar residuals, oily sheens, anoxic biofilm, and sediments from the wetland area. This work consisted of a turbidity curtain, two rock check dams, and a concrete cloth to prevent scouring and sediment transport in the drainage swale located at the southern end of the Transflo property.

19) Remedial Investigation Report Addendum. In July 2021, Duke submitted the Remedial Investigation Report Addendum. This report provided a summary of investigation information collected since the June 2020 Remedial Investigation Report. This work focused on fully defining the source, nature, and extent of impacts from the MGP operations. The results indicated that impacted groundwater and sediment are not discharging into the Reedy River; impacted groundwater is present beneath Parcels 1 and 3; impacted sediment is present in the wetlands west of Legacy Charter Elementary School, at the unpermitted Vaughn Landfill, and in the historic ditch system; and surface water quality in the Reedy River is not being impacted by the Site.

20) Feasibility Study Work Plan. In August 2022, Duke submitted a Feasibility Study Work Plan. The plan proposed the evaluation of remedial alternatives to address impacts resulting from historic Site operations associated with the MGP which were identified in the Remedial Investigation Report and the Remedial Investigation Report Addendum. The plan also set out to develop the remedial action objectives and Applicable or Relevant and Appropriate Requirements that would be utilized as part of the Feasibility Study.

21) Focused Feasibility Study. In October 2023, Duke submitted the Focused Feasibility Study, Revision 1 (FFS). The FFS divided the Site into three (3) operable units (OUs)

by media types. OU-1 is defined as Soil and Sediments; OU-2 was defined as shallow and Transition Zone Groundwater and Surface Water; and OU-3 included Bedrock Groundwater. The FFS excluded OU-3, deeper fractured bedrock, to be evaluated in the future following completion of the OU-1 and OU-2 remedy and a period of post-construction monitoring. The FFS identified five (5) remedial alternatives to be considered for remediation of the Site and a comparative analysis of those alternatives.

22) Proposed Plan for OU-1 and OU-2. SCDHEC presented its Proposed Plan for OU-1 and OU-2 on June 6, 2024, at a public meeting at the Mountain View Baptist Church. The Proposed Plan identified SCDHEC's Preferred Alternative for cleaning up the impacted areas and provided a rationale for SCDHEC's preference. SCDHEC's preferred cleanup alternative was Alternative 5 which would involve: the excavation of the unpermitted Vaughn Landfill; excavation of impacted sediments on Parcels 3, 4, 5, and the Legacy School property; monitored natural attenuation; and land use controls to restrict development and groundwater use. A public comment period was held from June 6, 2024 until August 6, 2024 to accept comments on the Proposed Plan.

23) Record of Decision. On May 1, 2025, SCDES issued the Record of Decision (ROD) for the Site. Based on comments on the Proposed Plan, SCDES made several changes to the preferred remedy, which are included in the ROD. These changes include: a) shallow and transition zone groundwater are no longer considered part of Operable Unit 2. Operable Unit 3 will now include all groundwater and will be evaluated following the completion of the selected remedy and b) along with that change, language regarding monitored natural attenuation has been removed from the remedy and replaced by a period of groundwater monitoring to determine the effects of removing the source material.

24) Parcel 2 Remediation. Limited excavation of impacted soil on Parcel 2 is being conducted by Duke pursuant to Consent Agreement 26-09-HW, executed on July 7, 2026.

CONCLUSIONS OF LAW

A "release" or "threat of release" of "hazardous substances, pollutants, or contaminants" into the "environment" has occurred at the Site within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, (CERCLA) §§ 101-405, 42 U.S.C. §§ 9601-9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA).

SCDES is authorized to implement and enforce CERCLA and related regulations pursuant to the HWMA. Additionally, the South Carolina Pollution Control Act (PCA), S.C. Code Ann. §§ 48-1-10 et seq. and the HWMA, S.C. Code Ann. §§ 44-56-10 et seq. give SCDES the authority to hold hearings, issue orders, assess civil penalties; conduct studies, investigations, and research to abate, control, and prevent pollution; and to protect the health of persons or the environment.

NOW, THEREFORE IT IS AGREED with the consent of Respondent and SCDES and pursuant to S.C. Code Ann. §§ 44-56-40 and 44-56-200 of the HWMA and S.C. Code Ann. § 48-1-50 of the PCA, Respondent shall:

1) Within ninety (90) days of the execution of this Consent Agreement, Respondent shall submit to SCDES for approval a Remedial Design (RD) Work Plan for conducting the remedy outlined in the ROD for the remainder of the Site other than Parcels 1 and 2. The RD Work Plan for the remainder of the Site other than Parcels 1 and 2 shall include conceptual design plans and a schedule for completion of the design (including the Pre-Design Investigation (PDI)).

2) SCDES will review the RD Work Plan for the remainder of the Site other than Parcels 1 and 2, and notify Respondent in writing of any deficiencies.

3) Any comments generated through SCDES's review of the RD Work Plan for the remainder of the Site other than Parcels 1 and 2, must be addressed in writing to SCDES within thirty (30) days of Respondent's receipt of said comments.

4) Within ninety (90) days of completion of the PDI, Respondent shall submit to SCDES for approval a PDI Report for the remainder of the Site other than Parcels 1 and 2 (PDI Report).

5) SCDES will review the PDI Report and notify Respondent in writing of any deficiencies.

6) Any comments generated through SCDES's review of the PDI Report, must be addressed in writing to SCDES within thirty (30) days of Respondent's receipt of said comments.

7) Within one hundred and eighty (180) days of SCDES approval of the PDI Report, Respondent will submit a Remedial Action (RA) Work Plan for the remainder of the Site other than Parcels 1 and 2.

8) SCDES will review the RA Work Plan for the remainder of the Site other than Parcels 1 and 2, and notify Respondent in writing of any deficiencies.

9) Any comments generated through SCDES's review of the RA Work Plan for the remainder of the Site other than Parcels 1 and 2, must be addressed in writing to SCDES within thirty (30) days of Respondent's receipt of said comments.

10) Within sixty (60) days of the execution date of this Consent Agreement and once a quarter thereafter until the RA Work Plan for the remainder of the Site other than Parcels 1 and 2 are completed, Respondent shall submit to SCDES a written progress report that must include the following: (a) actions taken under this Consent Agreement during the previous period; (b) actions scheduled to be taken in the next reporting period; (c) sampling, test results, and any other data, in

summary form, generated during the previous reporting period, whether generated pursuant to this Consent Agreement or not; and (d) a description of any significant issues or concerns experienced during the previous reporting period and the actions taken to resolve them.

11) On a quarterly basis, to the extent so invoiced, reimburse SCDES for its reasonable Oversight Costs incurred for activities associated with this Consent Agreement. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Consent Agreement, reviewing Work Plans and reports, supervising corresponding work, and costs associated with public participation. Payments will be due within thirty (30) days of the invoice date. SCDES shall provide its invoices and documentation of its costs in a timely manner, and in sufficient detail to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs. Invoices shall be submitted to:

Respondent:

Duke Energy Carolinas, LLC
525 S. Tryon Street
Mail Code DEP-36A
Charlotte, North Carolina 28202
Attn: Rick Powell

Respondent's payments shall reference the Consent Agreement number on page 1 of this Consent Agreement and be made payable to: **South Carolina Department of Environmental Services.** If complete payment of the quarterly billing is not received by SCDES by the due date, SCDES may bring an action to recover the amount owed and other costs recoverable by SCDES under applicable laws in bringing the action including, but not limited to, attorney's fees, SCDES personnel costs, witness costs, court costs, and deposition costs.

12) If any event occurs which causes or may cause a delay in meeting any of the above-scheduled dates for completion of any specified activity pursuant to this Consent Agreement,

Respondent shall notify SCDES in writing at least five (5) days before the scheduled date. Respondent shall describe in detail the anticipated length of the delay, the precise cause or causes of the delay, if ascertainable, the measures taken or to be taken to prevent or minimize the delay, and the timetable by which Respondent proposes that those measures will be implemented. SCDES shall provide written notice to Respondent as soon as practicable that a specific extension of time has been granted or that no extension has been granted. An extension may be granted by SCDES for any scheduled activity if, after exercise of reasonable diligence by Respondent, SCDES determines such activity is delayed by an event of force majeure, which shall mean any event arising from causes beyond the control of Respondent that causes a delay in or prevents the performance of any of the conditions under this Consent Agreement including, but not limited to: a) acts of God, fire, war, insurrection, civil disturbance, explosion, and pandemic; b) adverse weather conditions that could not be reasonably anticipated causing unusual delay in transportation and/or field work activities; c) restraint by court order or order of public authority; d) inability to obtain, after exercise of reasonable diligence and timely submittal of all applicable applications, any necessary authorizations, approvals, permits, or licenses due to action or inaction of any governmental agency or authority; and e) delays caused by compliance with applicable statutes or regulations governing contracting, procurement, or acquisition procedures, despite the exercise of reasonable diligence by Respondent. Events which are not force majeure include for example, but are not limited to, unanticipated or increased costs of performance, changed economic circumstances, normal precipitation events, or failure by Respondent to exercise due diligence in obtaining governmental permits or performing any other requirement of this Consent Agreement or any procedure necessary to provide performance pursuant to the provisions of this Consent Agreement. Any written notice of extension shall be granted at the sole discretion of SCDES when

Respondent makes a reasonable showing that a force majeure event has occurred, incorporated by reference as an enforceable part of this Consent Agreement, and thereafter is referred to as an attachment to this Consent Agreement.

13) Failure to comply with any time schedule in the approved Work Plan(s), Final Remedial Design for the remainder of the Site other than Parcels 1 and 2, this Consent Agreement, or any written extension of the foregoing items approved by SCDES may be considered a violation of the provisions of this Consent Agreement, and, therefore, may be deemed a violation of the HWMA, the PCA, or both.

14) Respondent shall prepare all plans and perform all activities under this Consent Agreement in accordance with the technical intent of the National Contingency Plan and all applicable United States Environmental Protection Agency guidance. All work plans and associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly licensed in South Carolina. All correspondence by either party to the other shall be submitted electronically into the SCDES e-Permitting system. Unless otherwise directed in writing by either party, all correspondence, work plans, and reports should be submitted to:

SCDES:

Greg Cassidy
South Carolina Department of Environmental Services
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
Greg.Cassidy@des.sc.gov

Respondent:

Duke Energy Carolinas, LLC
525 S. Tryon Street
Mail Code DEP-36A
Charlotte, North Carolina 28202
Attn: Rick Powell
Richard.Powell2@duke-energy.com

All final work plans and reports shall be submitted electronically into the SCDES e-Permitting system. A hard copy will be submitted to SCDES only upon request of the Project Manager.

15) In consideration of Respondent's completion of activities required by this Consent Agreement, SCDES covenants not to sue or to take any other civil or administrative action against Respondent for "Covered Matters." "Covered Matters" shall be limited to those matters specifically covered in the approved Work Plan(s) and associated reports generated in connection with the approved Work Plan(s) and in this Consent Agreement, including without limitation the Final Remedial Design. "Covered Matters" does not include: (a) claims based on the failure of Respondent to meet the requirements of this Consent Agreement; (b) any liability for any claim related to or arising out of response actions taken, selected, or ordered by SCDES that are designed in whole or in part to respond to a release or threatened release of hazardous substances, pollutants, or contaminants into surface water or groundwater at or near the Site; (c) any claim for recovery of response costs incurred by SCDES; (d) criminal actions or liabilities; (e) claims for damages to natural resources; (f) any contamination or condition not previously known nor revealed by the results of the approved Work Plan(s), but discovered by or made known to SCDES after completion of the approved Work Plan(s); and (g) all other matters not specifically covered in the approved Work Plan(s) and this Consent Agreement. With respect to future liability for Covered Matters, this covenant not to sue shall take effect upon SCDES's written certification of approval

of all final written reports as required by this Consent Agreement and submitted by Respondent to SCDES outlining and specifying the results of the activities performed pursuant to the approved Work Plan(s).

16) Nothing in this Consent Agreement is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or equity, which SCDES may have against Respondent for any matters not expressly included in "Covered Matters."

17) Nothing in this Consent Agreement is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or equity, which SCDES may have against any person, firm, corporation or other entity not a signatory to this Consent Agreement.

18) Upon execution of this Consent Agreement by SCDES, Respondent and its signatories, parents, subsidiaries, successors, and assigns shall be deemed to have resolved its liability to the State in an administrative settlement for purposes of, and to the extent authorized under 42 U.S.C. § 9613(f)(2) and S.C. Code Ann. § 44-56-200, for Covered Matters addressed in this Consent Agreement. Further, by resolving its liability to the State for some or all a response action pursuant to this administrative settlement, Respondent may seek contribution to the extent authorized under 42 U.S.C. § 9613(f)(3)(B) and S.C. Code Ann. § 44-56-200 from any person who is not a party to this administrative settlement. A thirty (30) day comment period shall be required prior to SCDES's execution of this Consent Agreement and shall commence upon publication of the notice of this proposed Consent Agreement in the *South Carolina State Register*. For the avoidance of doubt, nothing in this Consent Agreement is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or

criminal, past or future, in law or equity, which Respondent may have against any person, firm, corporation, or other entity not a signatory to this Consent Agreement. Respondent expressly reserves all its rights to seek reimbursement, contribution, or other damages from other potentially responsible parties (PRPs) related to the Site.

19) In consideration for SCDES's covenant not to sue, Respondent agrees not to assert any claims or causes of action against SCDES arising out of response activities undertaken at the Site, or to seek any other costs, damages, or attorney's fees from SCDES arising out of response activities undertaken at the Site except for those claims or causes of action resulting from the intentional or grossly negligent acts or omissions of SCDES.

20) Subject to Paragraphs 17 and 18 of this Consent Agreement, SCDES agrees that, upon Respondent's fulfillment of the terms of this Consent Agreement, as approved by SCDES, any liability of Respondent to SCDES for "Covered Matters" will be deemed resolved as between Respondent and SCDES and that SCDES shall make no claims against Respondent for "Covered Matters." Nothing in this Consent Agreement shall prohibit SCDES from bringing or taking future response or remedial actions that may be required at the Site and from seeking any relief in law or equity from all PRPs.

21) Respondent shall reimburse SCDES for future costs incurred resulting from actions taken by SCDES that are covered by this Consent Agreement. SCDES acknowledges Respondent is not the current landowner of the parcels comprising the Site. In light of those circumstances, SCDES shall take those factors into consideration, especially in determining Respondent's ability to obtain access to implement the Work Plans described herein and comply with the deadlines and requirements in this Consent Agreement. The Parties agree to review and consider amending this Consent Agreement, including its scope and deadlines, to address any action or inaction on the

part of the landowners. If Respondent is unable to obtain access from the Property owner(s) after making diligent efforts to do so and has not obtained an extension in accordance with Paragraph 14 of this Consent Agreement, SCDES may obtain access and perform response actions consistent with this Consent Agreement in which case Respondent agrees to reimburse SCDES for costs incurred to obtain access and perform those response actions that are covered by this Consent Agreement. SCDES considers all costs paid by Respondent as response costs for purposes of contribution claims and cost recovery from other PRPs, as addressed in Paragraph 20.

22) This Consent Agreement may be modified or terminated only upon mutual written consent of SCDES and Respondent.

23) This Consent Agreement shall be binding upon and inure to the benefit of Respondent, its parents, subsidiaries, successors, and assigns and of SCDES and any predecessor or successor agency of the State of South Carolina that may have responsibility for and jurisdiction over the subject matter of this Consent Agreement. Respondent may not assign its rights or obligations under this Consent Agreement without the prior written consent of SCDES, which shall not be unreasonably withheld.

24) This Consent Agreement shall be admissible in any enforcement action brought by SCDES but may not be utilized by third parties against Respondent as proof of any allegations, findings, or conclusions contained herein.

25) Respondent specifically denies any responsibility for response costs or damages, and does not, by signing this Consent Agreement, waive any rights which it may have to assert any claims in law or equity against any other person, company, or entity with respect to the Site.

26) The terms of this Consent Agreement shall be fulfilled by Respondent upon: (a) SCDES's approval of the Final Remedial Design/Remedial Action Work Plan for the remainder

of the Site other than Parcels 1 and 2 and (b) payment of costs incurred by SCDES as described in Paragraph 11.

IT IS FURTHER AGREED that this Consent Agreement governs only Respondent's liability to SCDES for civil sanctions arising from the matters set forth herein and constitutes the entire agreement between SCDES and Respondent with respect to the resolution and settlement of these matters. The parties are not relying upon any representations, promises, understandings, or agreements except as expressly set forth within this Consent Agreement.

IT IS FURTHER AGREED that failure to meet the deadlines established herein or any other violation of the provisions of this Consent Agreement or applicable law may be deemed a violation of the South Carolina HWMA, the South Carolina PCA, or both, and therefore may be deemed unlawful. Upon ascertaining any such violation, appropriate action may be initiated by SCDES in the appropriate forum to obtain compliance with the provisions of this Consent Agreement and the aforesaid Acts.

[Signature Pages to Follow]

SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES

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

_____ Date: _____
Timothy J. Stanley, Director
Division of Compliance and Enforcement

Reviewed By:

_____ Date: _____
Attorney
Office of General Counsel

DUKE ENERGY CAROLINAS, LLC

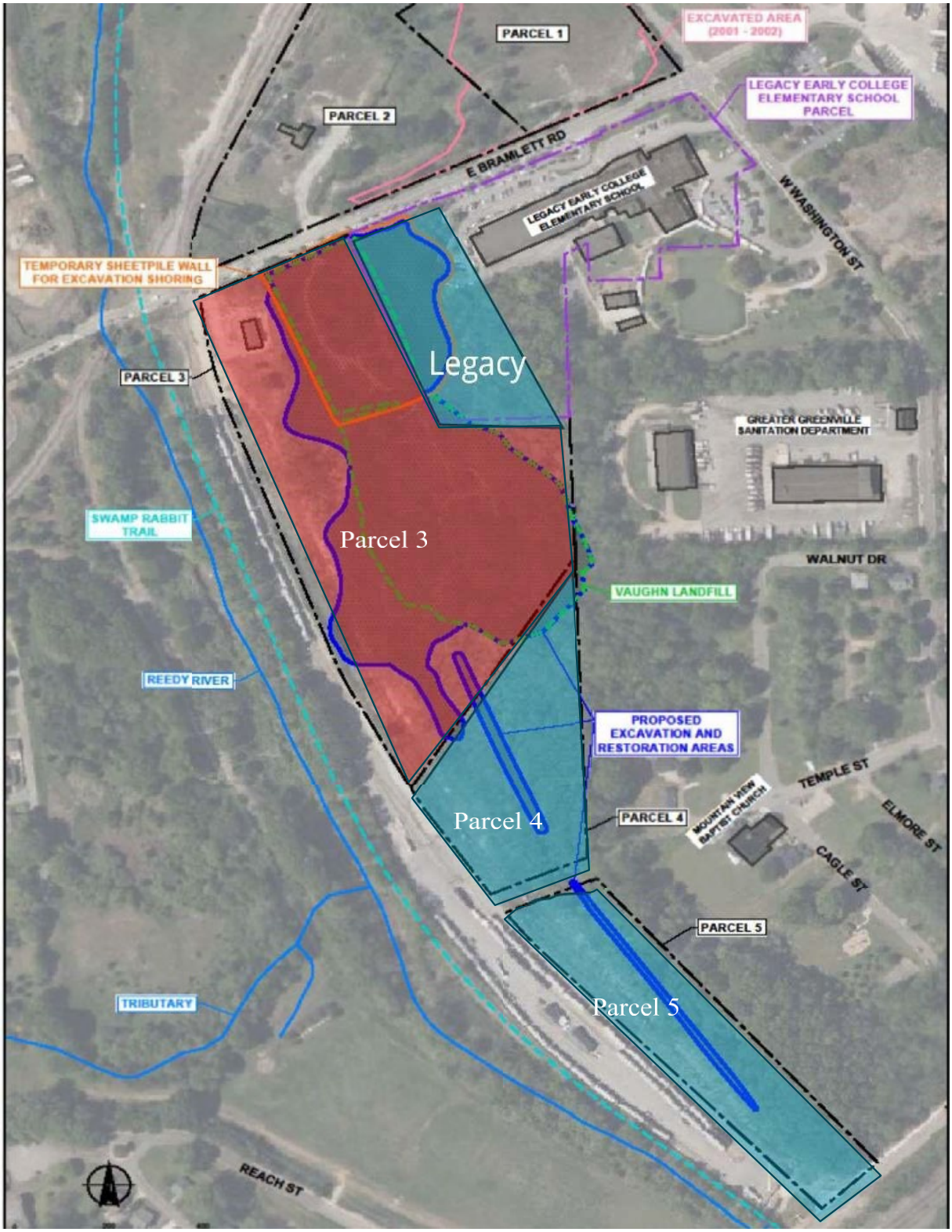


Signature

Date: 9-24-26

Michelle S. Spak
Senior Vice President
Duke Energy Carolinas, LLC

Attachment A


PARCEL 1
EXCAVATED AREA (2001 - 2002)
LEGACY EARLY COLLEGE ELEMENTARY SCHOOL PARCEL
PARCEL 2
E BRAMLETT RD
LEGACY EARLY COLLEGE ELEMENTARY SCHOOL
W WASHINGTON ST
TEMPORARY SHEETPILE WALL FOR EXCAVATION SHORING
Legacy
PARCEL 3
GREATER GREENVILLE SANITATION DEPARTMENT
SWAMP RABBIT TRAIL
Parcel 3
WALNUT DR
VAUGHN LANDFILL
REEDY RIVER
PROPOSED EXCAVATION AND RESTORATION AREAS
TEMPLE ST
Parcel 4
PARCEL 4
MOUNTAIN VIEW BAPTIST CHURCH
ELMORE ST
CAGLE ST
PARCEL 5
TRIBUTARY
Parcel 5
REACH ST