SC DEPARTMENT *of*
ENVIRONMENTAL SERVICES

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

October 27, 2026

Mr. Peter Boulware
214 Spartina Circle, LLC
3800 West Tennessee Street
Tallahassee, Florida 32304

RE: Proposed First Amendment to Voluntary Cleanup Contract 25-8869-NRP
Satcher Property
Lexington County

Dear Mr. Boulware:

Enclosed please find the proposed First Amendment to Voluntary Cleanup Contract 25-8869-NRP. This contract contains the terms we negotiated. Please review this document and if acceptable, sign and date the contract, and return it to my attention. If you are unable to sign the document as written, please contact me so that we can discuss the matter further.

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

Thank you for your interest in South Carolina's Voluntary Cleanup Program. If you have questions or if I can be of further assistance, please contact me at 803-898-0736 or Nick.Hammond@des.sc.gov.

Sincerely,

Nicholas W. Hammond

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

CC: Preston Mousseau, Brownfields Program Manager (email)
File # 60054

FIRST AMENDMENT TO
VOLUNTARY CLEANUP CONTRACT
25-8869-NRP

IN THE MATTER OF
SATCHER PROPERTY, LEXINGTON COUNTY
and
156 HWY 378 LLC

WHEREAS, on April 3, 2026, 156 Hwy 378 LLC ("156 Hwy") entered into Voluntary Cleanup Contract 25-8869-NRP ("Contract") with the South Carolina Department of Environmental Services ("Department") 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. with respect to the Property located at 130 US-378, 156 US-378, and 1110 West Main Street, Lexington, South Carolina. The Property includes approximately 26 acres identified by Lexington County Tax Map Serial Numbers 004300-07-162, 004300-07-133, and 004300-07-031 ("Property").

WHEREAS, 156 Hwy has proceeded with implementation and completion of certain requirements of the Contract in accordance with Department approved work plans.

WHEREAS, 156 Hwy did not purchase the Property.

WHEREAS, the parties hereto desire to amend the Contract ("First Amendment") to name another entity that will enter into the Contract and take title to the Property. In entering this First Amendment to Voluntary Cleanup Contract 25-8869-NRP, the Department relies on the representations of the "Non-Responsible Party Application for Voluntary Cleanup Contract" of October 19, 2026, and any amendments thereto, by 214

Spartina Circle, LLC, which is incorporated into this First Amendment and attached as Appendix A. Upon execution of this First Amendment, the First Amendment shall be incorporated into and made a part of the Contract.

NOW THEREFORE IT IS AGREED that Voluntary Cleanup Contract 25-8869-NRP is amended to remove information specific to 156 Hwy 378, LLC ("156 Hwy") and to replace it with information regarding 214 Spartina Circle, LLC ("Spartina") as specified below.

DEFINITIONS Paragraph 1 of the Contract is amended to include the following:

"Spartina" means 214 Spartina Circle, LLC.

FINDINGS Paragraph 3.D of the Contract is amended to be replaced with the following:

Applicant Identification: Spartina is a state of Florida limited liability company with its principal place of business located at 3800 West Tennessee Street, Tallahassee, Florida 32304.

NOTIFICATION Paragraph 10.B of the Contract is amended to be replaced with the following:

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

Peter Boulware, Owner
214 Spartina Circle, LLC
3800 West Tennessee Street
Tallahassee, Florida 32304

FINANCIAL REIMBURSEMENT Paragraph 11.A of the Contract is amended to be replaced with the following:

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

Peter Boulware, Owner
214 Spartina Circle, LLC
3800 West Tennessee Street
Tallahassee, Florida 32304

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.

REMAINDER OF CONTRACT

The remainder of the Contract is amended to replace "156 Hwy 378 LLC" with "214 Spartina Circle, LLC" and to replace "156 Hwy" with "Spartina."

FURTHER IT IS AGREED that this First Amendment is hereby incorporated into and made part of the Contract; provided however this First Amendment in no way affects or alters Voluntary Cleanup Contract 25-8869-NRP except as specifically provided herein and such Contract remains in full force and effect, subject to this First Amendment.

SIGNATORIES

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

_____ DATE: _____

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

_____ DATE: _____

Reviewed by Office of General Counsel

214 SPARTINA CIRCLE, LLC

BY: _____ DATE: 10/28/2026

Peter Boulware, Owner

Printed Name and Title

156 HWY 378 LLC

BY: _____ DATE: 10/28/2026

Peter Boulware, Owner
Printed Name and Title

APPENDIX A

214 Spartina Circle, LLC

Application for Non-Responsible Party Voluntary Cleanup Contract

Amendment

October 19, 2026

Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☑ Single Entity ☐ Co-Entity *(Each Co-Entity must complete items 1-8)*
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☑ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity
3. Applicant's Legal Name 214 Spartina Circle, LLC
4. Contract Signatures for this Applicant

a. Authorized Signatory

Name	Title	Email
Peter Boulware	Owner	Pboulware58@gmail.com

Address	Phone1	Phone2
3800 West Tenneessee	(803) 766-2551	

City	State	Zip
Tallahasse	FL	32304

b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
Kensy Boulware	Vice President	(850) 443 - 2966	kboulware07@gmail.com	☐
		( ) -		☐
		( ) -		☐

5. Physical Location of Applicant's Headquarters

Street address		Suite Number
3800 West Tenneessee		

City	State	Zip
Tallahasse	FL	32304

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

Contact person (if different from Authorized Signatory)		Title

Street Number or PO Box	Phone1	Phone 2

City	State	Zip	Email

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8
   a. Company is Incorporated/ Organized/ Registered in Florida (state)
   b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
Peter Boulware	

   c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?
   ☐ Yes ☑ No
   d. If yes, identify all affiliations:
8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Peter Boulware (Oct 14, 2020 17:41:49 EDT)

Authorized Signatory Co Signatories

II. Property Information

9. Location

a. Physical Address 156 & 130 US-378 and 1110 W Main Street, Lexington, SC

b. County Lexington Zip Code 29072

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

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

Palmetto Shed Company

Killman Heating and Air

11. Total Size of Property Covered by this Contract 26 Acres

12. How many parcels comprise the Property? 3 parcels (Lexington Co. Parcels 004300-07-162, 004300-07-133 & 004300-07-031)

13. Current Zoning (general description)

Parcel 004300-07-162: 0003:General Commercial - Unimproved
Parcel 004300-07-133: 1028:Office Building
Parcel 004300-07-031: 0003:General Commercial - Improved

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.

The site was identified on the Delisted LST database registry. The Delisted LST release occurred in January 2000. No permit numbers were found associated with the property address, and no further information was available from the database report or SCDES. The owner was not aware of the listing or of a UST onsite. Given the State approved removal of the listing indicated that no regulatory action was required.

Offsite Recognized Environmental Concern (REC) identified on Phase I ESA for southern adjoining (Party Town 8) gas station. See Terracon Phase I ESA dated April 1, 2025 (Terracon Project No. 73257075) for details.

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

a. Tax Map Parcel#	004300-07-162	004300-07-133
b. Acreage	22.690	1.54
c. Current Owner	Satcher Properties LLC	Satcher Properties LLC
d. Owner Mailing Address	PO Box 888 Lexington, SC 29071	PO Box 888 Lexington, SC 29071
e. Contact Person for Access	Robert Satcher Jr.	Robert Satcher Jr.
f. Access Person's Phone #	(803) 429-0490	(803) 429-0490
g. Is Parcel CurrentlyVacant?	☐ Yes ☑ No	☐ Yes ☑ No
h. Buildings on the parcel? (check all that apply)	☐ None ☐ Demolished/Ruins ☑ Intact, To be demolished ☐ Intact, To be re-used	☐ None ☐ Demolished/Ruins ☑ Intact, To be demolished ☐ Intact, To be re-used
i. Business/facility operations	☐ Never Operated on the parcel ☐ Not operating since _____ (approx date) ☑ In operation: nature of the business Various commerci	☐ Never Operated on the parcel ☐ Not operating since _____ (approx date) ☑ In operation: nature of the business Commercial HVAC

a. Tax Map Parcel#	004300-07-031	
b. Acreage	1.77	
c. Current Owner	Satcher Properties LLC	
d. Owner Mailing Address	PO Box 888 Lexington, SC 29071	
e. Contact Person for Access	Robert Satcher Jr.	
f. Access Person's Phone #	(803) 429-0490	
g. Is Parcel CurrentlyVacant?	☐ Yes ☑ No	☐ Yes ☐ No
h. Buildings on the parcel? (check all that apply)	☐ None ☐ Demolished/Ruins ☑ Intact, To be demolished ☐ Intact, To be re-used	☐ None ☐ Demolished/Ruins ☐ Intact, To be demolished ☐ Intact, To be re-used
i. Business/facility operations	☐ Never Operated on the parcel ☐ Not operating since _____ (approx date) ☑ In operation: nature of the business Apparent residenti	☐ 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 CurrentlyVacant?	☐ Yes ☐ No	☐ Yes ☐ No
h. Buildings on the parcel? (check all that apply)	☐ None ☐ Demolished/Ruins ☐ Intact, To be demolished ☐ Intact, To be re-used	☐ None ☐ Demolished/Ruins ☐ Intact, To be demolished ☐ Intact, To be re-used
i. Business/facility operations	☐ Never Operated on the parcel ☐ Not operating since _____ (approx date) ☐ In operation: nature of the business _____	☐ 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)

Multi-unit redevelopment including; vehicle dealership, various retail structures, restaurants, parking areas, gas station.

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.

There will be automotive repair and potentially fueling as part of a multi unit proposed redevelopment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☑ Yes Anticipated Number TBD not known at this ti
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: $ TBD not known at th

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 The enhancements and services provided from the development will enhance the communities quality of life.

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 06 / 29 / 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.

Peter Boulware (Oct 14, 2026 17:41:49 EDT)

Signature(s)

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

23. Environmental Consulting Firm
☐ None as of this application date
Terracon Consultants, Inc.

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

24. Legal Counsel (Optional)

Haynsworth Sinkler Boyd, P.A.				
Firm				
John P. Boyd	(803) 540-7731			
Attorney	Phone1		Phone 2	
1201 Main Street, 22nd Floor	Columbia	SC	29201	jboyd@hsblawfirm.com
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.

Peter Boulware (Oct 14, 2026 17:41:49 EDT)

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☑ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☑ New report completed in the past six months by Terracon Consultants, Inc.
(Name of Environmental Firm)

☐ Older report updated in the past six months by _____
(Name of Environmental Firm)

29. Environmental sampling data and other reports: *(check one)*

☑ The Applicant is not aware of any environmental testing on the property
☐ The Applicant believes the Department already has all environmental data in its files on: _____ (Site Name)
☑ The Following reports are attached:

Report Date	Report Name	Environmental Firm
April 1, 2025	Phase I Environmental Site Assessment	Terracon Consultants, Inc.

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

☐ Enclosed with this Application as an Attachment
☑ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Peter Boulware (Oct 14, 2026 17:41:49 EDT)

Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	☐ Y ☐ N	
Assigned File Number		
Assigned Contract Number		

d-2956_Peter Boulware VCC Application with data

Final Audit Report 2026-10-14

Created:	2026-10-14
By:	Danny Manausa (danny@manausalaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoCMLpm2EuE0JorB3EukObQ_ThLpmYDb_

"d-2956_Peter Boulware VCC Application with data" History

Document created by Danny Manausa (danny@manausalaw.com)
2026-10-14 - 8:42:08 PM GMT

Document emailed to pboulware58@gmail.com for signature
2026-10-14 - 8:43:15 PM GMT

Email viewed by pboulware58@gmail.com
2026-10-14 - 9:40:31 PM GMT

Signer pboulware58@gmail.com entered name at signing as Peter Boulware
2026-10-14 - 9:41:47 PM GMT

Document e-signed by Peter Boulware (pboulware58@gmail.com)
Signature Date: 2026-10-14 - 9:41:49 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-10-14 - 9:41:49 PM GMT