VOLUNTARY CLEANUP CONTRACT
16-6390-NRP

IN THE MATTER OF
AAA STORAGE, CHARLESTON COUNTY
and
EAST LINE PARTNERS, LLC

This Contract is entered into by the South Carolina Department of Health and Environmental Control and East Line Partners, LLC, with respect to the Property located at 36, 38, 40, 43, 44, 45, and 48 Line Street, 41, 43, 45, and 49 Sheppard Street, and 16 Carlson Court in Charleston, South Carolina. The Property includes approximately 2.18 acres identified by Tax Map Serial Numbers 4590503105 (36 Line Street), 4590503106 (38 Line Street), 4590503090 (49 Sheppard Street), 4590503092 (497, 499, 501½, 503 Meeting Street, 45 and 47 Sheppard Street), 4590503093 (43 Sheppard Street), 4590503094 (41 Sheppard Street), 4590503107 (40 Line Street), 4590503108 (44 Line Street), 4590503110 (47 Line Street), 4590503111 (45 Line Street), 4590503112 (43 Line Street), 4590503123 (16 Carlson Court). In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of February 2, 2016, and any amendments thereto, by East Line Partners, 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. (2002 & Supp. 2015, as amended); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2002 & Supp. 2015, as amended); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (1994); the State Underground Petroleum Environmental Response Bank Act (SUPERB Act), S.C. Code

Ann. §§ 44-2-10, et seq. (2002 & Supp. 2015, as amended); and the Pollution Control Act (PCA), §§ 48-1-10 et seq. (2008 & Supp. 2015, as amended).

DEFINITIONS

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. "ELP" means East Line Partners, LLC.

B. "Beneficiaries" means ELP'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 Health and Environmental Control, 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 ELP 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:

4590503090 (49 Sheppard Street and Hagerman's Court)

Henry Yaschik	1955 to 1967

Joseph Dawson	1967 to 2000
Sheila Waldman	2000 to 2008
Hagerman Court, LLC	2008 to present

4590503092 (497, 499, 501 ½, 503 Meeting Street, 45 and 47 Sheppard Street)

Sheila S. and Stephen P. Waldman	1986 to 2001
Metro, LTD.	2001 to 2008
Hagerman Court, LLC	2008 to present

4590503093 (43 Sheppard Street)

Victoria Magurite, and Henry Sweatman	unknown to 1962
Beatrice Britt	1962 to 2004
Trident Land Development	2004 to 2004
Sheila Waldman	2004 to 2008
Hagerman Court, LLC	2008 to present

4590503094 (41 Sheppard Street)

Leo J. Barrett	unknown to 1980
WDKG Holding	1980 to 1980
Albert German	1980 to 2005
Trident Land Development	2005 to 2007
Stanley L. Waldman	2007 to 2008
Hagerman Court, LLC	2008 to present

4590503105 (36 Line Street)

Herbert A. DeCosta	unknown to 1962
Julie E. DeCosta et al.	1962 to 1989
William D. Gregorie	1989 to present

4590503106 (38 Line Street)

Paul M. and Elizabeth Lessington	1980 to 1993
Elizabeth Lessington	1993 to 2010
Joseph Johnson	2010 to 2012
CB3, LLC	2012 to present

4590503107 (40 Line Street)

Stephen P. and Sheila S. Waldman	1988 to 1995
Sheila Waldman	1995 to 1995
Metro, LTD.	1995 to 2001
Sheila Waldman	2001 to 2008
Hagerman Court, LLC	2008 to present

4590503108 (44 Line Street)

South Carolina Rail Road (Operator)	1894 to 1938
US Plywood (Operator)	1958 to 1967
Stanley Waldman	1984 to 1986
(Operator: AAA Downtown Storage)	(1987 to 2012)
Wald Enterprises	1986 to 1988
Stephen P. and Sheila S. Waldman	1988 to 1995
Sheila S. Waldman	1995 to 1995
Metro, LTD.	1995 to 2001
Sheila Waldman	2001 to 2008
(Operator: Budget Truck Rental)	(2005 to 2007)
Hagerman Court, LLC	2008 to present

4590503110 (47 Line Street)

Ruth L. and Beatrice Gourdine	1958 to 1979

Ruth G. Johnson	1979 to 1998
Cecil Matthews	1998 to 1998
Metro, LTD	1998 to 2002
SSW Properties, LLC	2002 to 2008
Hagerman Court, LLC	2008 to present

4590503111 (45 Line Street)

William Gourdine	1942 to 1979
Beatrice Davis Gourdine	1979 to 1984
Ruth G. Johnson and Francina G. Wiggs	1984 to 1990
Ruth G. Johnson	1990 to 1998
Cecil Matthews	1998 to 1998
Metro, LTD.	1998 to 2002
SSW properties	2002 to 2008
Hagerman Court, LLC	2008 to present

4590503112 (43 Line Street)

Estate of H.E. Purcell	1923 to 1980
Ruth Johnson	1980 to 1998
Cecil Matthews	1998 to 1998
Metro, LTD.	1998 to 2002
SSW properties	2002 to 2008
Hagerman Court, LLC	2008 to present

4590503123 (16 Carlson Court)

Marion and Remell Crawford	1957 to 1990
Remell and Patricia Hall Crawford	1990 to 1998
Patricia C. Hall and Charlotte J. Pitts	1998 to 1998

Patricia C. Hall	1998 to 1999
Metro LTD	1999 to 2002
SSW Properties, LLC	2002 to 2008
Hagerman Court, LLC	2008 to present

B. Property and Surrounding Areas: The Property is bounded generally by Sheppard Street and commercial property to the north, commercial and residential property and Meeting Street to the east, commercial property to the south, and a former railroad line, Carlson Street and commercial property to the west. Currently, the Property is developed with a storage facility and parking lots on the northern portion of the Property. The remainder of the Property consists of three vacant residences and five vacant lots that are being used as laydown yards for a construction company.

C. Historical records indicate that the northwestern portion of the Property was developed around the mid-1800's with rail car repair shops for the South Carolina Rail Road (SCRR). The former railroad line is located west of the Property. The SCRR rail car repair shop included a blacksmith shop, machine shop, wood working shop, paint shop, and offices. The facility also included an engine room, boiler room, tank room, two oil houses, and a 65 foot chimney. Records indicate the SCRR rail car repair shop operated until at least 1938. This portion of the Property was then used as a plywood warehouse in the 1950's and 60's. Sanborn Fire Insurance Maps indicate that the northern portion of the Property included a large oil storage room in 1955 during use as a plywood warehouse. More recent uses in this portion of the Property included a storage facility from 1987 to 2012, and a truck rental shop from 2005 to 2007. The remainder of the Property was developed with residences in the late 1800's or early 1900's, but most were vacated by the early 2000's. A review of historical uses of nearby properties identifies numerous gas stations, auto repair shops and dry-cleaners. According

to the Phase I ESA submitted in support of this Contract (SCS Engineers, dated February 17, 2016), these facilities appear to be located downgradient or cross-gradient from the Property.

D. Investigations / Reports: In 2008, as part of a real estate assessment, soil and groundwater samples were collected from portions of the Property. Assessment activities included installation of eight soil borings and two temporary groundwater monitoring wells. Four soil samples were selected for laboratory analysis based on field observations. Results identified polynuclear aromatic hydrocarbons (PAHs), lead and arsenic in soil at concentrations that exceed levels acceptable for unrestricted use (based on the United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites for soil for a residential use). Laboratory analysis of the two groundwater samples collected did not identify any constituents at concentrations above regulatory standards, the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2015, as amended).

E. Applicant Identification: ELP is a State of South Carolina limited liability company with its principal place of business located at 5784 Lake Forrest Drive, Suite 220, Atlanta, Georgia 30328. ELP affirms that it has the financial resources to conduct the response action pursuant to this Contract.

F. Proposed Redevelopment: ELP will acquire the Property and intends to develop it for mixed use to include commercial, multi-family residential use, open space and transit.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. ELP certifies that it and its members are not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; are not a Responsible Party for the Site, or a parent, successor or subsidiary of a Responsible Party for the Site; and have not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program. ELP also certifies that it and its members are eligible to be a Bona Fide Prospective Purchaser for the Property.

RESPONSE ACTION

4. ELP agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by ELP, 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. In the event that submittal of the Work Plan is to be delayed, ESP shall notify the Department through periodic written updates beginning thirty (30) days after the date of execution of this Contract and at least semiannually thereafter. A report of the assessment results shall be submitted by ELP, or its designee in accordance with the schedule provided in the initial Work Plan. ELP 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. ELP 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, ELP may seek an amendment of this Contract to clarify its further responsibilities. ELP shall perform all actions required by this Contract, and any related actions of ELP's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.

2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).

3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). ELP 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 the South Carolina Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2012< as amended). 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 (TAL);

i). EPA Target Analyte List excluding cyanide (TAL-Metals);

ii. the full EPA Target Compound List (TCL);

i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);

ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);

iii). EPA Target Compound List Pesticides (TCL-Pesticides);

iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).

d). All analytical methods shall use appropriate detection 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 SSL for soil samples 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 ELP's consulting firm(s), analytical laboratories, and ELP'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, 7 S.C. Code Ann. Regs. 61-81 (2012, as amended), for the test methods specified in the Work Plan.

b). ELP 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 ELP in writing of approvals or deficiencies in the Work Plan.

8). ELP, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.

9). ELP 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). ELP 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). ELP 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. ELP 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. The report(s) shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.

3). All report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

1). ELP 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, ELP shall expeditiously stabilize or remove the Segregated Source from the Property.

3). ELP shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. ELP shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

1). ELP shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.

2). ELP 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 ELP, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

1). ELP shall collect and analyze surface and subsurface soil samples from a sufficient number of locations to characterize soil quality across the entire Property in accordance with a Department approved Work Plan.

2). All soil samples shall be analyzed for TAL-Metals, VOCs and SVOCs. A representative number of soil samples shall be analyzed for the full EPA-TAL and EPA-TCL.

3). Soil quality results shall be compared to the EPA RSLs for soil for residential and industrial use and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

1). ELP shall assess groundwater quality and flow direction across the Property in accordance with a Department approved Work Plan.

2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. In addition, groundwater samples from a representative number of monitoring wells shall be analyzed for the full TAL/TCL parameters.

3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2015, as amended), or, if not specified in R.61-58, to the EPA RSLs for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

1). ELP shall evaluate potential impacts to indoor air if the Department determines significant concentrations of VOCs are present in the subsurface 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. The Department's evaluation will be constrained towards predicting residential exposures consistent with the building construction proposed to be used on the Property.

2). ELP's evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over

areas potentially subject to vapor intrusion. Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a 10^{-6} risk for shallow gas samples (using a depth-appropriate attenuation factor). The applicable screening concentrations shall be based upon the EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance.

3). The Department may allow ELP to implement contaminant vapor intrusion control measures in lieu of the above evaluation, or use alternative evaluation methods that, in the Department's sole discretion, offer a similar degree of data usability.

4). ELP shall submit an addendum to the Work Plan detailing the steps for further study and/or remedial or other control management measures to be implemented if the predicted indoor air concentration exceeds a 10^{-6} risk calculated for residential exposure.

H. Institute reasonable Contamination control measures:

1). ELP shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all contents to the environment.

a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.

b). ELP 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.

2). ELP shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property.

a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.

b). The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination.

c). Any vapor intrusion control measures required shall be designed to effectively mitigate vapor intrusion risk to a 10^{-6} risk for carcinogens and a hazard quotient of 1 for non-carcinogens based on current EPA screening levels for indoor air and guidance on vapor intrusion. All vapor intrusion control measures shall include measures to confirm that the vapor mitigation system is effective, and measures 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.

d). ELP 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, ELP 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.

e). In the event that development of the Property will require disturbance of contaminated soil or groundwater, ELP shall propose a Media Management Plan for management of contaminated media during any activities that will disturb contaminated media remaining on the Property. This plan shall identify procedures for management of contaminated soil and groundwater that may be encountered during development activities on the Property. The Media Management Plan shall address management of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.

f). Upon completion of any corrective measures, ELP 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.

g). 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 management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

I. <u>Monitor and/or abandon the monitoring wells</u>:

1). ELP 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). ELP 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 South Carolina Well Standards, 6 S.C. Code Ann Regs. 61-71 (2012, as amended).

HEALTH AND SAFETY PLAN

5. ELP shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). ELP 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 ELP.

PUBLIC PARTICIPATION

6. ELP 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-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 ELP.

B. ELP 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 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 East Line Partners, LLC under Voluntary Cleanup Contract 16-6390-NRP with the South Carolina

Department of Health and Environmental Control." 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 ELP. 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). ELP 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 10 days of erecting the sign(s).

4). ELP agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.

5). ELP 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, ELP 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. ELP 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 (thirty) days of execution 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. ELP 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. ELP shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. ELP 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. Contaminant levels acceptable for unrestricted use shall be the EPA RSLs for soil for residential use, and the primary MCL standards for groundwater in the State Primary Drinking Water Regulations, 4 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 ELP. An authorized representative of ELP 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. ELP or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.

C. ELP 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 on a portion of the Property, ELP 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 ELP or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.

   1). ELP or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.

   2). ELP 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 ELP 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. ELP 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 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 RSLs; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSLs. 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:

Angela Gorman
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

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

Hal Grayson
East Line Partners, LLC
5784 Lake Forrest Drive, Suite 220
Atlanta, GA 30328

FINANCIAL REIMBURSEMENT

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

Hal Grayson
East Line Partners, LLC
5784 Lake Forrest Drive, Suite 220
Atlanta, GA 30328

A. 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.

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

A. ELP 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 § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that ELP or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under §§ 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 ELP 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 ELP or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. ELP 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. ELP 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, ELP, 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. ELP or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.

B. ELP 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, ELP 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, ELP or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.

1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.

2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

E. If a Certificate of Completion has been issued and the Property is not subject to a Declaration or other continuing obligation pursuant to this Contract, no notification is required.

CONTRACT TERMINATION

16. ELP, 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 ELP 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 ELP'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 ELP or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by ELP or its Beneficiaries;

5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;

6). Failure by ELP 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 ELP or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of ELP's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

B. Should ELP or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by ELP 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 ELP or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.

E. Upon termination, 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. ELP 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 SCHWMA § 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 (2014).

B. Effective on the date the Certificate of Completion is issued by the Department.
   1). The Department's covenant not to sue ELP and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by ELP 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 ELP or its Beneficiaries. The Department retains all rights under State and Federal laws to compel ELP and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by ELP 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 ELP and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than ELP 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 ELP

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

BURDEN OF PROOF

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

21. In consideration of the protections from the Department under this Contract, ELP 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 intentionally]

SIGNATORS

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 HEALTH AND ENVIRONMENTAL CONTROL

BY: _____ DATE: _____

Daphne G. Neel, Chief
Bureau of Land and Waste Management

DATE: _____

_____

Reviewed by Office of General Counsel

EAST LINE PARTNERS, LLC

BY: Hal Grayson DATE: 5-9-16

Hal Grayson Co Managing Member

Printed Name and Title

APPENDIX A

EAST LINE PARTNERS, LLC

Application for Non-Responsible Party Voluntary Cleanup Contract

February 2, 2016

D H E C

PROMOTE PROTECT PROSPER

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 East Line Partners, LLC
4. Contract Signatures for this Applicant

a. Authorized Signatory

Name	Title	Email
Hal Grayson	Co-Managing Member	hgrayson@gproperties.com
Address	**Phone1**	**Phone2**
5784 Lake Forrest Drive, Suite 220	(404) 845-4085	(404) 431-4510
City	**State**	**Zip**
Atlanta	Georgia	30328

b. Other Signatories ☑ None

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

5. Physical Location of Applicant's Headquarters

Street address		Suite Number
5784 Lake Forrest Drive, Suite 220		
City	**State**	**Zip**
Atlanta	GA	30328

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

Contact person (if different from Authorized Signatory) Title

Street Number or PO Box Phone1 Phone 2

City State Zip Email

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

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

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

Attach additional pages if needed.

Name	Name
Patrick H. Grayson III	
John J. Jameson	

RECEIVED
APR 27 2016
SITE ASSESSMENT, REMEDIATION & REVITALIZATION

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

Hal Grayson

Authorized Signatory Co Signatories

II. Property Information

9. Location

   a. Physical Address 36, 38, 40, 43, 44, 45, 48 Line Street; 41, 43, 45, 49 Sheppard St., and 16 Carlson Ct., Charleston, SC

   b. County Charleston

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

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

11. Total Size of Property Covered by this Contract 2.18 Acres

12. How many parcels comprise the Property? 12

13. Current Zoning (general description)
    Light Industrial, Mixed Use - workforce housing

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# 459-05-03-105 (36 Line)
b. Acreage .1 Acres
c. Current Owner William D. Gregorie
d. Owner Mailing Address 201 Grove Street
Charleston, SC 29403

e. Contact Person for Access William Gregorie
f. Access Person's Phone # 843-819-6619
g. Is Parcel CurrentlyVacant? ☑ Yes ☐ No
h. Buildings on the parcel? (check all that apply)
☑ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations
☑ Never Operated on the parcel
☐ Not operating since _____ (approx date)
☐ In operation: nature of the business_____

a. Tax Map Parcel# 459-05-03-106 (38 Line)
b. Acreage .1 acres
c. Current Owner CB3, LLC
d. Owner Mailing Address P.O. Box 20501
Charleston, SC 29413

e. Contact Person for Access
f. Access Person's Phone #
g. Is Parcel CurrentlyVacant? ☑ Yes ☐ No
h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☑ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations
☑ Never Operated on the parcel
☐ Not operating since _____ (approx date)
☐ In operation: nature of the business_____

a. Tax Map Parcel#
b. Acreage
c. Current Owner
d. Owner Mailing Address

e. Contact Person for Access
f. Access Person's Phone #
g. Is Parcel CurrentlyVacant? ☐ Yes ☐ No
h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations
☐ Never Operated on the parcel
☐ Not operating since _____ (approx date)
☐ In operation: nature of the business_____

a. Tax Map Parcel# 459-05-03-090 (49 Sh)
b. Acreage .1 acres
c. Current Owner Hagerman Court, LLC
d. Owner Mailing Address 151 Meeting Street, 6th fl
Charleston, SC 29401

e. Contact Person for Access John Hagerty
f. Access Person's Phone # 843-534-4308
g. Is Parcel CurrentlyVacant? ☑ Yes ☐ No
h. Buildings on the parcel? (check all that apply)
☑ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations
☐ Never Operated on the parcel
☐ Not operating since _____ (approx date)
☑ In operation: nature of the business storage

a. Tax Map Parcel# 459-05-03-092
b. Acreage .5 acres
c. Current Owner Hagerman Court, LLC
d. Owner Mailing Address 151 Meeting Street, 6th F
Charleston, SC 29401

e. Contact Person for Access John Hagerty
f. Access Person's Phone # 843-534-4308
g. Is Parcel CurrentlyVacant? ☑ Yes ☐ No
h. Buildings on the parcel? (check all that apply)
☑ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations
☑ Never Operated on the parcel
☐ Not operating since _____ (approx date)
☐ In operation: nature of the business_____

a. Tax Map Parcel# 459-05-03-093 (43 Sh)
b. Acreage .1 acres
c. Current Owner Hagerman Court, LLC
d. Owner Mailing Address 151 Meeting Street, 6th F
Charleston, SC 29401

e. Contact Person for Access John Hagerty
f. Access Person's Phone # 843-534-4308
g. Is Parcel CurrentlyVacant? ☑ Yes ☐ No
h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☑ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations
☑ Never Operated on the parcel
☐ Not operating since _____ (approx date)
☐ In operation: nature of the business_____

Continuation of NRP VCC Application for East Line Partners, LLC

15. Parcel Information

Tax Map Parcel #: 459-05-03-094; 41 Sheppard Street
Acreage: .03 acres
Current Owner: Hagerman Court LLC
Owner Mailing Address: 151 Meeting Street, 6th Floor, Charleston, SC 29401
Contact Person for Access: John Hagerty (843) 534-4308
Vacant
Building on parcel, intact, to be demolished
Business/facility operations: never operated on the parcel

Tax Map Parcel #: 459-05-03-107; 40 Line Street
Acreage: .1 acres
Current Owner: Hagerman Court LLC
Owner Mailing Address: 151 Meeting Street, 6th Floor, Charleston, SC 29401
Contact Person for Access: John Hagerty (843) 534-4308
Vacant
No building on parcel
Business/facility operations: never operated on the parcel

Tax Map Parcel #: 459-05-03-108; 44 Line Street
Acreage: .8 acres
Current Owner: Hagerman Court LLC
Owner Mailing Address: 151 Meeting Street, 6th Floor, Charleston, SC 29401
Contact Person for Access: John Hagerty (843) 534-4308
Not Vacant
Building on parcel, intact, to be demolished
Business/facility operations: in operation: nature of business: storage

Tax Map Parcel #: 459-05-03-110; 47 Line Street
Acreage: .1 acres
Current Owner: Hagerman Court LLC
Owner Mailing Address: 151 Meeting Street, 6th Floor, Charleston, SC 29401
Contact Person for Access: John Hagerty (843) 534-4308
Vacant
No building on parcel
Business/facility operations: never operated on the parcel

Tax Map Parcel #: 459-05-03-111; 45 Line Street
Acreage: .1 acres
Current Owner: Hagerman Court LLC
Owner Mailing Address: 151 Meeting Street, 6th Floor, Charleston, SC 29401
Contact Person for Access: John Hagerty (843) 534-4308
Vacant
No building on parcel
Business/facility operations: never operated on the parcel

Tax Map Parcel #: 459-05-03-112; 43 Line Street
Acreage: .1 acres
Current Owner: Hagerman Court LLC
Owner Mailing Address: 151 Meeting Street, 6th Floor, Charleston, SC 29401
Contact Person for Access: John Hagerty (843) 534-4308
Vacant
No building on parcel
Business/facility operations: never operated on the parcel

Tax Map Parcel #: 459-05-03-123; 17 Carlson Court
Acreage: .05 acres
Current Owner: Hagerman Court LLC
Owner Mailing Address: 151 Meeting Street, 6th Floor, Charleston, SC 29401
Contact Person for Access: John Hagerty (843) 534-4308
Vacant
No building on parcel
Business/facility operations: never operated on the parcel

III. Property Redevelopment

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

Mixed use commercial, multi-family residential, lodging, open space and transit

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_____
☐ No

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

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

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 05 / 20 / 2016

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				
Company				
1360 Truxtun Avenue, Suite 100	North Charleston	South Carolina		29405-2044
Address	City	State		Zip
Nina Marshtein	P.G. #898	(843) 746-8525	(843) 345-2968	nmarshstein@scsengi
Project Contact1	S.C PE/PG Reg. #	Phone1	Phone 2	email
Project Contact 2	S.C PE/PG Reg. #	Phone1	Phone 2	email

24. Legal Counsel (Optional)

Nelson Mullins Riley & Scarborough LLP
Firm

Newman Jackson Smith (843) 534-4309
Attorney Phone1 Phone 2

151 Meeting Street, 6th Floor Charleston South Carolina 29401 jack.smith@nelsonmulli
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 SCS Engineers
(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
June 19, 2008	Phase I Environmental Site Assessment	SCS Engineers

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

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

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

Signature(s)

This Section for Department Use Only

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

36 Line Street:

ALL that piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the North side of Line Street in the City and County of Charleston, State aforesaid, being designated as Lot No. 15 on a plat of the land of the Estate of Robert Limehouse made by R. K. Payne in 1851 and being know in the present numbering of streets as No. 36 Line Street.

MEASURING AND CONTAINING on the front and back lines thirty (30') feet by one hundred forty (140') feet in depth, be the said dimensions more or less.

BUTTING AND BOUNDING to the North on land now or formerly of Rufus W. Sweatman, to the East on land now or formerly of the Estate of John Burns, to the South on Line Street and to the West on land now or formerly of Beckroge.

38 Line Street:

ALL that lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being on the North side of Line Street in the City of Charleston, State of South Carolina, known in the present street numbering as No. 38 Line Street, Charleston, S.C.

MEASURING AND CONTAINING on Line Street, in front and on the North Line thirty (30') feet; on the East and West lines respectively, one hundred forty-five (145') feet, be said dimensions a little more or less. This lot being designated as Lot 16 in a plat of 28 lots belonging to the Estate of Robert Limehouse made by R. K. Payne, Surveyor, and duly recorded.

44 Line Street (AAA)

ALL that certain piece or parcel of land with the buildings and improvements thereon, situate, lying and being in the City of Charleston County, South Carolina, and being more particularly described as follows, to-wit:

BEGINNING AT A POINT upon the southern boundary of the property of Southern Railway-Carolina Division, a South Carolina corporation, which is contiguous to and adjoins the northerly boundary of Line Street, said point being 10 feet northeastwardly form, as measured at a right angle to, the center line of Southern Railway-Carolina Division's Tract 1-46; and running thence Northwardly, along a line parallel to and at all points 10 feet Northeastwardly form, as measured at right angles to, said center line of Tract No. 1-46 a distance of 182 feet; thence Northeastwardly in distance of 24 feet, more or less, to the Westwardly wall of Southern Railway-Carolina Division's Old Carpenter Shop Building; thence Northwestwardly along said building wall on Sheppard Street; thence Northeastwardly along the southern boundary of Sheppard Street, which is the northern wall of said Old Carpenter Shop Building of Southern Railway-Carolina Division, a distance of 75 feet, more or less, to the eastern boundary of Southern Railway-Carolina Division's property on Hagerman's Court; thence Southeasterly along the eastern boundary of property of Southern Railway-Carolina Division on Hagerman's Court, a distance of 145.3 feet; thence Northeastwardly following the northern wall of the projection of Old Carpenter Shop Building 30 feet, more or less, to the eastern boundary of property of Southern Railway; thence Southeastwardly along said easterly property line of Southern Railway-Carolina Division a distance of 145.3 feet, more or less, to said southerly boundary of the property of Southern Railway-Carolina Division on Line Street; thence Southwestwardly along said southern boundary of property of Southern Railway-Carolina Division on Line Street a distance of 158 feet, more or less, to said point of beginning, containing 33,500 square feet, more or less.

ALSO

ALL that certain lot of land with the buildings and improvements thereon, situate, lying and being on the North side of Line Street, City of Charleston, County of Charleston, State of South Carolina, now known as 40 Line Street, and being designated as Lot #17 on a plat made by R.K. Payne in the year 1851 and recorded in the R.M.C. Office for Charleston County in Plat Book A, at Page 88; Measuring and Containing in front on said Line Street 30' and the same in the back on North line by 145' in depth. BUTTING and Bounding to the North on Lot No. 13 on said plat to the East on Lot #16 on said plat now or formerly owned by Frederica A. Beckroge, to the South on Line Street, and to the West on Lot #18 on said Plat now owned by the Southern Railway Company.

ALSO

ALL that lot, piece or parcel of land, with the buildings thereon and with all appurtenances thereto, situate, lying and being on the South Side of Sheppard Street, and West of Meeting Street, in the City of Charleston, and State of South Carolina, known and designated by the numbering of said Sheppard Street as No. 45. Said lot and realty being delineated and set forth by the letters ABCDEFG & H on a plat of the same made by W.L. Gaillard, L.S. on December 7, 1938, which said plat is recorded in the R.M.C. Office for Charleston County.

TOGETHER WITH

ALL that certain lot, piece or parcel of land and with the improvements thereon, situate, lying and being in the City of Charleston, State of South Carolina, and known as Number 47 in the present numbering system of the streets of said City, and designated as No. 47 on a plat of Nos. 47 and 49 Sheppard, made by W.L. Gaillard, dated August 10, 1945, and recorded in the R.M.C. Office for Charleston County in Plat Book F, at page 29. Measuring and Containing on the front and back lines 22.5 feet by 110 feet in depth, be the said dimension more or less; BUTTING and bounding to the Northwest or front on Sheppard Street, to the East on lands now or late of Carolina W. Marshall, to the South on property now or late of Carolina W. Marshall and B. Sarkendorff, and to the West on Lot No.49 on said plat.

(Continued)

TOGETHER WITH

ALL that certain piece or parcel of land, with improvements thereon, situate, lying and being on the West side of Meeting Street in the City and County of Charleston, State of South Carolina, and now known as 497 Meeting Street, measured and containing in front of Meeting Street 30 feet and the same on the back line, on the North line, 96 feet and on the South line 97 feet, be all said dimensions, more or less, being bounded on the North by property now or formerly of Band D Realty and on the West by property now or formerly of Jack and Nancy Snyder, on the South by property now or formerly of James and Ruby Williams, on the East by Meeting Street, being fully shown on a plat prepared for Jerome Green by George D. Sample, P.E. and L.S., dated 4/16/81.

TOGETHER WITH

ALL, that lot, piece or parcel of land, with the buildings thereon, situate, lying and being on the West side of Meeting Street, in the City of Charleston, State of South Carolina, and known in the present number as # 499 Meeting Street, and being known and distinguished as Lot # 7 on a plat of eighteen (18) lots of land made by R.K. Payne, Surveyor, in August, 1857, for the heirs of Robert Limehouse, deceased. Measuring and Containing in front on Meeting Street, 30 feet, same on the back or West line, 96 feet on the South line, and 94 feet 6 inches on the North line, be the same more or less. BUTTING and bounding North on Lot #8, East on Meeting Street, South on Lot # 6, and West on Lot # 11, according to said plat.

TOGETHER WITH

ALL that lot, piece or parcel of land, with the buildings thereon. situate, lying and being on the West side of Meeting Street in the City of Charleston and State of South Carolina and known as No. 501 Meeting Street. Measuring and Containing 30 feet 3 inches in front on Meeting Street. including the eavesdrop on the Northern line the same on the West or back line and 94 feet 6 inches in depth. BUTTING and bounding to the North on lands of Ruth Louise Beckroge, East on Meeting Street. South on lands of E. Henry Gercken and West on lands of Leon J. Barrett.

TOGETHER WITH

ALL that lot, piece or parcel of land, with the buildings thereon, situate, lying and being on the West side of Meeting Street, in the City of Charleston, South Carolina and known as 501 1/2 Meeting Street. Measuring and Containing 26 feet 6 inches on the front and back lines, and 68 feet in depth. BUTTING and bounding to the North on lands of Henry John Beckroge, East on Meeting Street, South on lands of Henry John Beckroge and West on lands of Leon J. Barrett and other.

TOGETHER WITH

ALL that lot, piece or parcel of land, with the buildings thereon on the West side of Meeting Street, at the corner of Sheppard Street in the City of Charleston and State if South Carolina and known as No. 503 Meeting Street. Measuring and Containing 28 feet 10 inches in front on Meeting Street, the same on the back line and in depth 66 feet 9 inches. BUTTING and bounding to the North of Sheppard Street, East on Meeting Street, South on lands of Ruth Louise Beckroge and West on lands of Leon J. Barrett.

ALSO

All that certain piece, parcel, or lot of land together with the improvements thereon, situated in Charleston County, State of South Carolina. Lying and being on the South side of Sheppard Street in the City of Charleston, State aforesaid and presently known as No. 43 Sheppard Street. Being more specifically described and more fully shown on a plat by Joseph Needle dated March 23, 1962, and entitled Plat of No. 43 Sheppard Street in Charleston, South Carolina, and recorded in book G76 at page 342.

(Continued)

ALSO

ALL that certain piece of property known as 49 Sheppard Street & Hagermans Court located in the City of Charleston, County of Charleston, State of South Carolina and being on the South side of Sheppard Street and shown on that certain plat entitled "Plat of Abandoned Hagermans Court Combined with TMS 459-05-03-089 and 090, Property of Sheila S. Waldman, Sheppard Street, Charleston, South Carolina" by Engineering Services, Inc., dated April 2, 2002 and recorded April 25, 2002 in Plat Book DD, Page 212, RMC Office for Charleston County, S.C. reference to which is craved for a more full and complete description.

ALSO

ALL that lot, piece or parcel of land, with the buildings thereon, situate, lying and being on the south side of Sheppard Street, in the City of Charleston, State of South Carolina.

BUTTING AND BOUNDING: North by Sheppard Street; South and East by lands late of Gesche M. Wittschen, but now of Marie Von Dohlen and others, her heirs at law; and West by lands of John C. Brandt.

MEASURING AND CONTAINING: In front on Sheppard Street twenty-four (24') feet; on the south line twenty-four (24') feet; and on the east and west lines fifty-five (55') feet; be the said dimensions more or less.

The above property is now known in the present numbering of streets as No. 41 Sheppard Street. The above property is more clearly shown and delineated on a plat thereof which was made by Moses A. Thomas, dated April 4, 1980, bearing the legend "PLAT of No. 41 Sheppard Street Delineating a survey by the present lines of occupation, Situate in the City of Charleston, Charleston County, South Carolina About to be conveyed to W.D.K.G. Holding Corp.", which plat is recorded in the RMC Office for Charleston County in Plat Book AQ, Page 24, reference to which said plat is hereby made for a more full and complete description, and the said plat is hereby made a part and parcel hereof.

ALSO

All that lot, piece or parcel of land, together with the buildings and improvements thereon, situate, lying and being on the South Side of Line Street, in the City of Charleston and State aforesaid, known under the present numbering system as No. 45 Line Street and designated by the letter "B" on a plat of lands of Dr. J. W. Schmidt, made by Robert K. Payne, Surveyor, and recorded in the RMC Office for Charleston County in Book A-1,

MEASURING AND CONTAINING on the front and back lines Thirty (30) feet, and in depth from North to South One Hundred Twelve (112) feet, and the said dimensions are more or less. BUTTING AND BOUNDING to the North on Line Street aforesaid; to the East on lot marked "C" on said plat; to the South on lands of the heirs of Jones and to the West on Lands marked "A" on said plat.

ALSO

ALL that lot, piece or parcel of land together with the building and improvements thereon, situate, lying and being on the South Side of Line Street, in the City and County of Charleston, State of South Carolina, and known in the present numbering of streets in the City of Charleston as No. 47 Line Street.

MEASURING AND CONTAINING AND BUTTING AND BOUNDING in front of the the north line on Line Street, forty-nine and seventy-five one hundredths (49.75) feet; on the East line on lands now or formerly of William Gourdine, sixty-four (64) feet; on the rear of South line on lands now or formerly of Louis E. Denaux, individually and as Trustee, forty-eight (48) feet; and on the west line on lands now or late of Southern Railroad Company sixty-five and three tenths (65.3) feet.

(Continued)

ALSO

ALL that lot, piece or parcel of land, with the building thereon, situate, lying and being on the South side of Line Street in the City of Charleston and State aforesaid and now known as No. 43 Line Street. MEASURING AND CONTAINING in front on Line Street Thirty-two (32) feet eight (8) inches; and in depth One Hundred Twelve (112') feet, be the same more or less BUTTING AND BOUNDING to the North on Line Street, East on land formerly of Hyams, South on land formerly of Edward Jones, and to the west on lands formerly of Patrick Hastings.

ALSO

All that piece, parcel or lot of land with the buildings thereon, situate, lying and being on the North side of Addison Court in the City of Charleston, State of South Carolina; and Known as 16 Addison Court (Now known as Carlson Court); Measuring and Containing 19.4 feet on the front, 15.3 feet on the back line, 59 feet on the East line, and 58 feet on the West line, as is more particularly delineated on a plat of the same made by Joseph Needle, C. E., May 24, 1957.