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SIGNATURE

David Wilkie

**VOLUNTARY CLEANUP CONTRACT
15-5101-RP**

**IN THE MATTER OF
DUKE EAST BROAD STREET SITE, GREENVILLE COUNTY
and
DUKE ENERGY CAROLINAS, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Duke Energy Carolinas, LLC, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200, with respect to the facility known as the Duke East Broad Street Site ("Site"). The Site property is located at 200 East Broad Street, Greenville, South Carolina ("Property"). The Property includes approximately 4.77 acres and is bounded generally by East Broad Street on the north; Calvin Street on the west; Webster Street on the south; and commercial and residential properties off of McDaniel Green on the east. The Property is identified by the County of Greenville as Tax Map Serial Number ("TMS") 0062000300300, 0062000300301, and 0062000300105; and a legal description of the Property is attached to this Contract as Appendix A. None of the Property is currently owned by Duke Energy.

DEFINITIONS

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them in CERCLA, the HWMA, and in regulations promulgated under the foregoing statutes, or the Brownfields/Voluntary Cleanup Program.

- A. "Duke" shall mean Duke Energy Carolinas, LLC. Duke Energy Carolinas, LLC is a North Carolina limited liability company authorized to do business in South Carolina, with its principal place of business located at 526 South Church Street, Charlotte, North Carolina.

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- B. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- C. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA, Section 101, 42 U.S.C. Section 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- D. "Contamination" shall mean impact by a Contaminant, Petroleum, Petroleum Product, or Hazardous Substance.
- E. "Department" shall mean 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. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA, Section 101, 42 U.S.C. Section 9601(14).
- G. "Petroleum" and "Petroleum Product" shall mean crude oil or any fraction of crude oil, which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds for each square inch absolute), including any liquid, which consists

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- of a blend of petroleum and alcohol and which is intended for use as a motor fuel.
- H. "Property" shall mean that portion of the Site as described in the legal description attached as Appendix A.
- I. "Residential Standard" shall mean the residential soil screening level on the EPA Region IX Regional Screening Levels (RSL) for Chemical Contaminants at Superfund Sites for any constituents in soil and the maximum contaminant level (MCL) in drinking water under South Carolina R.61-58 for any constituents in the groundwater.
- J. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.
- K. "Restrictive Covenant" shall mean an instrument to be recorded in the Office of Register of Deeds or Mesne Conveyances for Greenville County which imposes restrictions on the use of the Property or a portion of the Property or on the use of the groundwater under the Property or a portion of the Property, such restrictions to run with the land.
- L. "Site" shall mean all areas where a Hazardous Substance, Petroleum, Petroleum Product, Pollutant or Contaminant 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, as defined in CERCLA.
- M. "Voluntary Cleanup" shall mean a Response Action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended.
- N. "Work Plan" shall mean the plan for additional Response Actions to be conducted at the Site as described in Paragraph 3 of this Contract.

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- detected in the surface water that formerly intersected the Property.
- C. Approximately 14,500 tons of material (former MGP structures and soil) were removed during the 1995 and 1996 removal actions. The asphalt surface and subsurface materials and soil from ground surface to bedrock were removed across an approximately 45,000-square foot area of the Property.
- D. In 1999 an approximately 410-foot air-injection, biosparging trench was installed in the central portion of the Property from the ground surface to bedrock. The trench was oriented southwest to northeast to treat shallow groundwater as it flowed across the Property. Approximately 1,300 tons of material were removed during the excavation of the trench and additional monitoring wells were installed.
- E. During construction of a commercial office building on the western portion of the Property (TMS 0062000300301) in 2000 and 2001, the surface water that formerly intersected the Property was placed into a pipe culvert and buried, the biosparging trench was relocated to accommodate the installation of a stormwater box culvert, eight direct-push borings were installed to delineate an additional area of excavation. Approximately 18,890 tons of material were excavated to bedrock across an approximately 38,300-square foot area of the Property, and during excavation, a 550-gallon underground storage tank was discovered and removed.
- F. In August 2002, soil and groundwater samples were collected by direct-push technology. Twenty- six soil samples and five groundwater samples were collected. PAHs, Benzene, Toluene, Ethylbenzene, and Xylene (BTEX) were detected in soil. BTEX and naphthalene were detected in groundwater. Soil and groundwater samples were collected from two direct-push borings located east of the former MGP. Chlorinated VOCs (e.g. tetrachloroethene) were detected in the soil sample collected near the ground surface

shown significant effects in the MW-34 and MW-38 area.

- N. In March 2008, the Department acknowledged that additional excavation be conducted in a previously unexcavated area where direct-push soil sampling had been conducted in May 2004.
- O. In May 2008, a previously unexcavated area where direct-push soil sampling had been conducted in May 2004 was excavated. Approximately 5,000 tons of soil were excavated from an approximately 8,300-square foot area. 2,910 pounds of magnesium peroxide were placed in the bottom of excavation prior to backfilling.
- P. In July 2008, replacement monitoring wells MW-34A, MW-38A, and MW-39A were installed and one new bedrock well (MW-40) was installed. Groundwater samples were collected for laboratory analysis. BTEX and naphthalene were detected in the samples.
- Q. In November 2011, bedrock monitoring wells MW-39B, MW-41, MW-42, MW-43, MW-45, MW-47, and MW-48 were installed. Groundwater samples were not collected from the monitoring wells until October 2014. Benzene and toluene were detected in MW-41.
- R. In December 2011, the biosparging system was removed. System removal consisted of demolition of aboveground structures, excavation of approximately 140 feet of the trench, and abandonment-in-place of approximately 270 feet of the system located beneath paved parking areas. Approximately 550 tons of material were excavated. Excavated material included topsoil, cement grout, sand and gravel, polyvinyl chloride pipes and hoses, and underlying MGP-impacted soil.
- S. In March 2015, monitoring wells MW-21, MW-35, MW-40, MW-41, MW-42, MW-43, MW-44, MW-45, MW-46, MW-47, and MW-48 were abandoned.
- T. Semiannual Water Quality Monitoring—Beginning in 1996 water samples have been collected for laboratory analysis of VOCs,

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(primarily BTEX), naphthalene, and sometimes additional PAHs. The samples have been collected from groundwater monitoring wells, and prior to its burial within a culvert in 2000, the surface water that formerly intersected the Property. Semiannual sample collection, laboratory analysis, and reporting are ongoing.

RESPONSE ACTIONS

3. Duke agrees to submit to the Department for review and written approval within forty-five (45) days of the execution date of this Contract a Groundwater Monitoring Plan for the Site that is consistent with the technical intent of the National Contingency Plan. The Groundwater Monitoring Plan shall be implemented upon written approval from the Department. The Groundwater Monitoring Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and Duke's contact person for matters relating to this Contract. Duke will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Groundwater Monitoring Plan and will notify Duke in writing of any deficiencies in the Monitoring Plan, and Duke will respond in writing within thirty (30) days to the Department's comments. The Work Plan and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina and shall set forth methods and schedules for accomplishing the following tasks:

- A. Duke agrees to submit a groundwater monitoring plan that outlines the wells to be sampled, analyses, and sampling frequency. The monitoring plan should also establish the monitoring well replacement locations that will allow for long-term groundwater monitoring.
- B. Upon approval of the Groundwater Monitoring Plan, Duke will conduct groundwater monitoring in accordance with the schedule outlined within the Groundwater Monitoring Plan until three (3) consecutive sampling events identify no constituents above the

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maximum contaminant level (MCL) in all groundwater monitoring wells.

- C. If determined necessary by the Department, Duke shall conduct a Feasibility Study to evaluate remedial alternatives for addressing Contamination at the Site.

4. Duke shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan is submitted for information purposes only to the Department. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Duke.

5. Duke shall inform the Department in writing at least five (5) working days in advance of all field activities pursuant to this Contract and, if deemed necessary by the Department, shall allow the Department and its authorized representatives to accompany Duke representatives to take duplicates of any samples collected by Duke pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, Duke shall submit to the Department a written progress report that must include the following: (A) actions taken under this Contract during the previous reporting period; (B) actions scheduled to be taken in the next reporting period; (C) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (D) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

7. All correspondence which may or are required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if delivered by (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, (C) nationally recognized overnight delivery service company, (D) by hand

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delivery, or (E) electronic mail to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing.

Unless otherwise directed in writing by either party, all correspondence, work plans, and reports should be submitted to:

The Department: James "Lucas" Berresford
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
berresjl@dhec.sc.gov

Duke: Andrew W. Shull
Duke Energy
411 Fayetteville Street
Raleigh, North Carolina 27601-1849
Andrew.Shull@duke-energy.com

All final work plans and reports shall include two (2) paper copies and one (1) electronic copy on compact disk.

PUBLIC PARTICIPATION

8. Upon execution of this Contract, the Department will seek public participation in accordance with S.C. Code Ann. § 44-56-740(D), and in a manner not inconsistent with the National Contingency Plan. Duke will reimburse the Department's cost associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

RESPONSE COSTS

9. Duke shall, within thirty (30) days of the execution date of this Contract, pay to the Department by certified or cashier's check the sum of four thousand two hundred seventy-four dollars and fifty-eight cents (\$4,274.58) to reimburse estimated past response cost incurred by the Department ("Past Costs") relating to the Site. Duke's payment for Past Costs should be submitted to:

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The Department: John K. Cresswell
South Carolina Department of Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, SC 29201

In accordance with §§ 44-56-200 and 44-56-740, Duke shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work and activities and costs associated with public participation. Payments will be due within thirty (30) days of the Department's invoice date. The Department shall provide documentation of its Oversight Costs in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs. Invoices shall be submitted to:

Duke: Andrew W. Shull
Duke Energy
411 Fayetteville Street
Raleigh, North Carolina 27601-1849

All of Duke's payments should reference the Contract number on page 1 of this Contract and be made payable to:

The South Carolina Department of Health & Environmental Control

If complete payment of the Past Costs or of the quarterly billing of Oversight Costs is not received by the Department by the due date, the Department may bring an action to recover the amount owed and all costs incurred by the Department in bringing the action including, but not limited to, attorney's fees, Department personnel costs, witness costs, court costs, and deposition costs.

ACCESS

10. Upon presentation of proper credentials, Duke will not deny the Department, its authorized officers, employees, representatives, and all other persons performing Response Actions access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or

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imminent threat situation, as determined by the Department (or as allowed by applicable law). Duke shall ensure that a copy of this Contract is provided to the current owner of the Property. If Duke is unable to obtain access from the current owner of the Property, the Department may use its independent authority to obtain access and perform Response Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by Duke.

RESTRICTIVE COVENANT

11. Prior to execution of this Contract, the Department approved restrictive covenants placing necessary and appropriate restrictions on the use of the Property to provide that hazardous substances in excess of residential standards may exist at the Property after Duke has completed the response actions required under this Contract (Restrictive Covenants). The Restrictive Covenants were signed by the Department and representatives of Duke and the current owners of the Property and witnessed, signed, and sealed by a notary public. The Restrictive Covenants were recorded in the Office of the Register of Deeds in Greenville County at Book DE2464, Page 5483 and Book DE2464, Page 5490. The signed Restrictive Covenants are incorporated into this Contract and attached at Appendix B. Pursuant to the terms of the Restrictive Covenants, the owners of the Property shall file an annual report with the Department by May 31st of each year detailing the current land uses and compliance with the Restrictive Covenants for as long as the Restrictive Covenants remain in effect on the Property.

OBLIGATIONS AND BENEFITS

12. Upon execution of this Contract by the Department, Duke its signatories, parents, subsidiaries, successors and assigns, shall be deemed to have resolved their liability to the State in an administrative settlement for purposes of, and to the extent authorized under 42 U.S.C. § 9613(f)(2) and § 9613(f)((3)(B), S.C. Code Ann. § 44-56-200, for the Response Actions specifically covered in the Contract including the approved Work Plan(s) and reports. A thirty (30) day comment period shall be required prior to the Department's execution of the Contract, and shall commence upon publication of the

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notice of the proposed Contract in the South Carolina State Register.

13. 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 a responsible party who is not a signatory to the Contract.

14. Subject to Paragraphs 12 and 16, nothing in this Contract is intended to limit the right of the Department to undertake future Response Actions at the Site or to seek to compel parties to perform or pay for costs of 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.

15. Subject to the provisions of Paragraph 16, 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 that the Department may have against Duke for any matters not expressly included in this Contract.

16. Upon successful completion of the terms of this Contract and the approved Work Plan as referenced in Paragraph 3 above, Duke shall submit to the Department a request for a Certificate of Completion.

Once the Department determines that Duke has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. § 44-56-740(A)(5) and (B)(1), will give Duke a Certificate of Completion that provides a covenant not to sue to Duke, its signatories, parents, successors, and subsidiaries, for the work done in completing the Response Actions specifically covered in the Contract and completed in accordance with the approved work plans and reports. The covenant not to sue and administrative settlement for purposes of contribution protection are contingent upon the Department's determination that Duke successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, Duke its signatories,

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parents, successors, and subsidiaries agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

17. Duke and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Should Duke elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site does not pose a hazard to human health or the environment that did not exist prior to any initial Response Action addressing Contamination identified in this Contract.

18. The Department may terminate this Contract only for cause, which may include but is not limited to, the following:

- A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract;
- B. Failure to complete the terms of this Contract or the Work Plan;
- C. Failure to submit timely payments for Past Costs and/or for Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by Duke its parents, successors, assigns, and subsidiaries;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in Duke's or its parents, successors, assigns, and subsidiaries business activities on the Property or uses of the Property that are inconsistent with the terms and conditions of this Contract; or
- G. Failure by Duke to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

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19. Upon termination of the Contract under Paragraph 18 or 19, the covenant not to sue and administrative settlement for purposes of contribution protection shall be null and void. Termination of the Contract by Duke or the Department does not end the obligations to reimburse Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.

20. The signatories below hereby represent that they are authorized to and enter into this Contract on behalf of their respective parties.

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THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL

BY: Daphne G. Neel DATE: 8/7/15
Daphne G. Neel, Chief
Bureau of Land and Waste Management
Environmental Quality Control

 Claire W. Price DATE: 7/30/15
Reviewed by Office of General Counsel

DUKE ENERGY CAROLINAS, LLC

 Larry E. Hatcher DATE: 5/14/15
Signature

 Larry E. Hatcher / VP Environmental Services
Printed Name and Title



APPENDIX A

Legal Description of the Property

County of Greenville

Tax Map Serial Number 0062000300300, 0062000300301, and 0062000300105

PROPERTY DESCRIPTION

All those certain tracts, pieces, parcels or lots of land situate, lying and located in Greenville County, South Carolina, containing 4.259 acres, more or less, being shown and designated as "PARCEL 'A', DUKE ENERGY CORPORATION, D.B. 183 PG. 253, 1.752 Acres, 76,332.24 sq.ft." and "PARCEL 'B', DUKE ENERGY CORPORATION, D.B. 183, PG. 253 2.507 Acres, 109,207.68 sq.ft.," on a plat of survey entitled "FINAL RECORDING PLAT/BROAD STREET BRANCH OFFICE TRACTS," dated July 8, 1998, prepared by Gerald M. Sosesbee, Professional Surveyor No. 16822, Request No. 101991, and recorded in Plat Book 39-G, page 62, in the Office of Register of Deeds for Greenville County, South Carolina.

AND ALSO:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and containing 0.311 acres on East Broad Street and being more particularly shown and designated as "PART TMS 62-3-1.5 EAST BROAD STREET AT CHURCH, LLC DB 1841-847, PB 41-C-59 13,562 SQ.FT. 0.311 ACRES" on a plat entitled "SUMMARY PLAT FOR EAST BROAD AT CHURCH, LLC," dated August 10, 2010, prepared by Freeland & Associates, Inc., and recorded in Plat Book 1108 at page 55 in the Office of the Register of Deeds for Greenville County.

AND ALSO:

All that certain portion of abandoned public right-of-way known as a portion of Webster Street, containing 0.20 acres and designated as "8,802 SQ.FT., 0.20 ACRES TO BE ABANDONED AND COMBINED WITH TMS 62-3-3" on a plat entitled, "CITY OF GREENVILLE ABANDONMENT SURVEY, ABANDONMENT OF A PORTION OF WEBSTER STREET FOR EAST BROAD AT CHURCH LLC, WEBSTER STREET," dated June 11, 2008, prepared by Freeland & Associates, Inc., and recorded in Plat Book 1086 at Page 12 in the Office of Register of Deeds for Greenville County.

Greenville County TMS Nos. 0062000300300, 0062000300301, and 0062000300105

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1. The Property shall not be used for single-family residential use, recreational use, child day care or elder care facilities, or for agricultural use.
2. Groundwater beneath the Property shall not be used for drinking or irrigation purposes without prior approval from the Department or its successor agency.
3. Exposure barriers in the form of pavement, buildings, or other barriers as approved by the Department shall be installed across the Property and maintained in good condition. These barriers shall not be disturbed except in accordance with a Site Management Plan approved by the Department or its successor agency.
4. All structures built on the Property that are for any human occupancy shall include vapor mitigation measures approved by the Department or its successor agency, unless construction of structures without such measures is authorized by the Department in writing. The vapor mitigation measures shall be maintained in good condition to effectively mitigate contaminant vapor intrusion.
5. Construction of any structure with a wholly enclosed basement or basement type edifice is prohibited on the Property.
6. The Department or its successor agency, Duke Energy, and all other parties performing response actions under the Department's oversight, have an irrevocable right of access to perform and oversee response actions conducted on the property.
7. The covenants and restrictions set forth herein shall run with the title to the Property and shall be binding upon EBC and its successors. EBC and its successors shall include the following notice on all deeds, mortgages, plats, or any legal instruments used to convey any interest in the Property (failure to comply with this paragraph does not impair the validity or enforceability of these covenants):

NOTICE: This Property Subject to Declaration of Covenants and Restrictions recorded on the ____ day of _____ 20____, at Book _____ Page _____, Officer of the Register of Deeds, and any subsequent Amendments Recorded thereto.

8. EBC and its successors and assigns shall submit to the Department a statement of maintenance of the covenants and restrictions as set forth above on or before May 31st of every year.

Declaration of Covenants and Restrictions, Page 2 of 7
Voluntary Cleanup Contract 14-5101-NRP

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9. This Declaration shall remain in place until such time as the Department has made a written determination that the covenants and restrictions set forth herein are no longer necessary. This Declaration shall not be amended without the written consent of the Department or its successor agency.
10. This Declaration only applies to the Property expressly identified in Exhibit A and does not impair the Department's authority with respect to the Property or other real property under the control of EBC.

[Remainder of page intentionally left blank]

Declaration of Covenants and Restrictions, Page 3 of 7
Voluntary Cleanup Contract 14-5101-NRP

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IN WITNESS WHEREOF, Duke Energy Carolinas, LLC has caused this instrument to be executed as of the date first above written.

Duke Energy Carolinas, LLC
A NORTH CAROLINA LIMITED LIABILITY
COMPANY

WITNESSES:

[Handwritten signatures of witnesses]

By:

Larry E. Hatcher

Larry E. Hatcher / VP Environmental Services
(Name and Title)

STATE OF *North Carolina*)

) ACKNOWLEDGEMENT

COUNTY OF *Mecklenburg*)

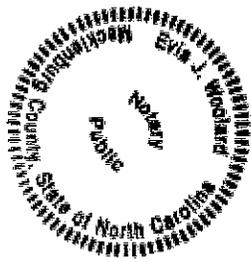
I, *Eric J. Woodard* (Notary Public), do hereby certify that *Larry E. Hatcher*, an authorized representative of the Duke Energy Carolinas, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument, on behalf of the Duke Energy Carolinas, LLC.

Witness my hand and official seal this *27th* day of *April*, 2015.

Eric J. Woodard

Notary Public for *North Carolina*

My Commission Expires: *August 14, 2016*



Declaration of Covenants and Restrictions, Page 5 of 7
Voluntary Cleanup Contract 14-5101-NRP

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IN WITNESS WHEREOF, the Department has caused this instrument to be executed as of the date first above written.

South Carolina Department of Health and Environmental Control

WITNESSES:

Paul S. [Signature]
[Signature]

By: *Daphne G. Neel*
Daphne G. Neel, Chief
Bureau of Land and Waste Management,
Environmental Quality Control

STATE OF South Carolina)

) ACKNOWLEDGEMENT

COUNTY OF Richland)

I, *Veronica F. Kennedy* (Notary Public), do hereby certify that Daphne G. Neel, Chief of the Bureau Land and Waste Management in the South Carolina Department of Health and Environmental Control, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 24th day of April, 2015.

Veronica F. Kennedy

Notary Public for South Carolina

My Commission Expires: My Commission Expires April 8, 2017

Declaration of Covenants and Restrictions, Page 6 of 7
Voluntary Cleanup Contract 14-5101-NRP

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EXHIBIT A

210 East Broad Street, Greenville, SC 29601
Description with Metes and Bounds

ALL THAT CERTAIN piece, parcel or lot of land, lying, situate, and being 2.446 acres, more or less, combined from tax map parcels 0062000300150 and 0062000300300 in Greenville County, South Carolina, and having the metes and bounds:
BEGINNING at rebar on East Broad Street and running thence S 69° 36' 44" E 216.96 feet to rebar; thence S 68° 18' 39" E 79.11 feet to rebar; thence S 23° 16' 58" W 226.16 feet to rebar; thence to S 23° 16' 58" W 118.84 feet to pin; thence S 23° 04' 25" W 38.00 feet iron pin; thence N 68° 08' 27" W 231.06 feet to rebar; thence N 21° 44' 02" E 38.12 feet to "X" in curb; thence N 67° 52' 27" W 33.21 feet to rebar; thence N 20° 01' 16" E 30.97 feet to iron nail; thence N 69° 58' 44" W 11.39 feet to iron nail ; thence N 20° 01' 16" E 308.37 feet to point of beginning.

Declaration of Covenants and Restrictions, Page 7 of 7
Voluntary Cleanup Contract 14-5101-NRP

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conveyed, leased, occupied, and used subject to the following restrictions, which shall touch and concern and run with the title to the Property.

1. The Property shall not be used for single-family residential use, recreational use, child day care or elder care facilities, or for agricultural use.
2. Groundwater beneath the Property shall not be used for drinking or irrigation purposes without prior written approval from the Department or its successor agency.
3. Exposure barriers in the form of pavement, buildings, or other barriers as approved by the Department shall be installed across the Property and maintained in good condition. These barriers shall not be disturbed except in accordance with a Site Management Plan approved by the Department or its successor agency.
4. All structures built on the Property that are for any human occupancy shall include vapor mitigation measures approved by the Department or its successor agency, unless construction of a structure without such measures is authorized by the Department. The vapor mitigation measures shall be maintained in good condition to effectively mitigate contaminant vapor intrusion.
5. Any change in the use of the Property shall be implemented in accordance with a plan approved by the Department or its successor agency.
6. The Department or its successor agency, and all other parties performing response actions under the Department's oversight, have an irrevocable right of access to perform and oversee response actions conducted on the property.
7. The covenants and restrictions set forth herein shall run with the title to the Property and shall be binding upon 200 East Broad and its successors. 200 East Broad and its successors shall include the following notice on all deeds, mortgages, plats, or any legal instruments used to convey any interest in the Property (failure to comply with this paragraph does not impair the validity or enforceability of these covenants):

NOTICE: This Property Subject to Declaration of Covenants and Restrictions recorded on the _____ day of _____ 20____, at Book _____ Page _____, Officer of the Register of Deeds, and any subsequent Amendments Recorded thereto.

Declaration of Covenants and Restrictions, Page 2 of 7
Voluntary Cleanup Contract 15-5101-RP

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE _____

AW

8. 200 East Broad and its successors and assigns shall submit to the Department a statement of maintenance of the covenants and restrictions as set forth above on or before May 31st of every year.
9. This Declaration shall remain in place until such time as the Department has made a written determination that the covenants and restrictions set forth herein are no longer necessary. This Declaration shall not be amended without the written consent of the Department or its successor agency.
10. This Declaration only applies to the Property expressly identified in Exhibit A and does not impair the Department's authority with respect to the Property or other real property under the control of 200 East Broad.

[Remainder of page intentionally left blank]

Declaration of Covenants and Restrictions, Page 3 of 7
Voluntary Cleanup Contract 15-5101-RP

THIS IS CERTIFIED AS A TRUE AND CORRECT COPY

SIGNATURE DW

IN WITNESS WHEREOF, the Department has caused this instrument to be executed as of the date first above written.

South Carolina Department of Health and Environmental Control

WITNESSES:

Acad S Perry

By:

Daphne G. Neel
Daphne G. Neel, Chief

Bureau of Land and Waste Management,
Environmental Quality Control

Charles H. Taylor

STATE OF South Carolina)

) ACKNOWLEDGEMENT

COUNTY OF Richland)

I, Varonica F Kennedy (Notary Public), do hereby certify that Daphne G. Neel, Chief of the Bureau Land and Waste Management in the South Carolina Department of Health and Environmental Control, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 24th day of April, 2015.

Varonica F Kennedy

Notary Public for South Carolina

My Commission Expires: My Commission Expires April 9, 2017

Declaration of Covenants and Restrictions, Page 6 of 7
Voluntary Cleanup Contract 15-8101-RP

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE _____ SW

EXHIBIT A

All that certain piece, parcel, or tract of land situate, lying and being on the southern side of East Broad Street at the intersection with the eastern side of Calvin Street, in the City of Greenville, County of Greenville, State of South Carolina, containing 2.322 acres, more or less, as shown and more fully described by metes and bounds on plat of survey entitle "Summary Plat 200 East Broad, LLC" made by Freeland & Associates, Inc. dated August 16, 2001, and recorded in the Office of the Register of Deeds for Greenville County in Plat Book 44-O, page 19, which plat is incorporated herein by reference and made a part of this description.

Declaration of Covenants and Restrictions, Page 7 of 7
Voluntary Cleanup Contract 15-5101-RP