



414343

July 28, 2016

Article #: 92148969009997901406341664

Mr. Bill Bumgarner
Marsh Furniture Company
PO Box ~~247~~ 870
High Point, NC 27261

Re: **Responsible Party Voluntary Cleanup Contract**
Marsh Lumber Site, Florence County
Bureau File # 414343

Dear Mr. Bumgarner:

Please find enclosed a Certified as True and Correct Copy of the Responsible Party Voluntary Cleanup Contract 16-5858-RP, which was executed by the Department on July 28, 2016. Pursuant to Paragraph 3, Marsh Lumber Company (Marsh) will submit their Work Plan by August 29, 2016. Also, pursuant to Paragraph 9, Marsh will pay to the Department the sum of \$343.63 to reimburse past costs incurred by the Department through June 30, 2015. Payment for past costs shall be paid by August 29, 2016, and submitted to:

Linda Jackson, Program Coordinator
South Carolina Department of Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, SC 29201

Thank you for your patience and cooperation in this matter. The Department looks forward to working with Marsh to address this Site under the South Carolina Voluntary Cleanup Program. Should you wish to further discuss the terms of the contract, please telephone either Gary Stewart at (803) 898-0778, or me at (803) 898-0840.

Sincerely,

A handwritten signature in cursive script that reads "Pat Vincent".

Pat Vincent
Environmental Health Manager
Division of Site Assessment, Remediation, and Redevelopment
Bureau of Land and Waste Management

Enclosure

Date: October 25, 2016

Tammy Whittle:

The following is in response to your October 25, 2016 request for delivery information on your Certified Mail™/RRE item number 92148969009997901406341664. The delivery record shows that this item was delivered on October 21, 2016 at 11:41 am in HIGH POINT, NC 27260. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,
United States Postal Service

| U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i> | |
|---|--|
| For delivery information, visit our website at www.usps.com ® | |
| 9214 8969 0099 9790 1406 3416 64 | |
| Certified Mail Fee \$ \$3.30 | Electronic Return Receipt Requested Postmark Here |
| Extra Services & Fees (check box, add fee as appropriate) | |
| <input type="checkbox"/> Return Receipt (hardcopy) \$ \$1.35 | |
| <input type="checkbox"/> Return Receipt (electronic) \$ _____ | |
| <input type="checkbox"/> Certified Mail Restricted Delivery \$ \$0.00 | |
| <input type="checkbox"/> Adult Signature Required \$ _____ | |
| <input type="checkbox"/> Adult Signature Restricted Delivery \$ _____ | |
| Postage \$ _____ | |
| Total Postage and Fees \$ _____ | |
| Sent To Street, Apt. No., or PO Box No. City, State, Zip+4 | MR BILL BUMGARNER MARSH FURNITURE COMPANY PO BOX 870 HIGH POINT, NC 27261 |
| PS Form 3800, April 2015 See Reverse for Instructions | |



July 28, 2016

Article #: 92148969009997901405543366

Mr. Bill Bumgarner
Marsh Furniture Company
PO Box 247
High Point, NC 27261

Re: **Responsible Party Voluntary Cleanup Contract**
Marsh Lumber Site, Florence County
Bureau File # 414343

Dear Mr. Bumgarner:

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Linda Jackson, Program Coordinator
South Carolina Department of Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, SC 29201

Thank you for your patience and cooperation in this matter. The Department looks forward to working with Marsh to address this Site under the South Carolina Voluntary Cleanup Program. Should you wish to further discuss the terms of the contract, please telephone either Gary Stewart at (803) 898-0778, or me at (803) 898-0840.

Sincerely,

Pat Vincent
Environmental Health Manager
Division of Site Assessment, Remediation, and Redevelopment
Bureau of Land and Waste Management

Enclosure

Cc: Tommy Lavender, Esq.
G. Ken Taylor, BLWM
R. Gary Stewart, BLWM
Buck Graham, Pee Dee EQC Region
Addie Walker
David Wilkie
Linda Jackson
Shawn Reed

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE *Pat Vincent*

**VOLUNTARY CLEANUP CONTRACT
16-5858-RP**

**IN THE MATTER OF
MARSH LUMBER SITE, FLORENCE COUNTY
and
MARSH FURNITURE COMPANY**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Marsh Furniture Company, 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 Marsh Lumber Site ("Site"). The facility property is located at 119 Sixth Avenue, Pamplico (Florence County), South Carolina ("Property"). The Property is bounded generally by North Walnut Street to the west, Seventh Avenue to the north, railroad tracks and fields to the east, and East Sixth Avenue to the south. The Property includes approximately 15 acres of a 27.95-acre parcel identified by the County of Florence as Tax Map Series Number 60005-01-003 (the Property does not include the portion of the parcel east of the railroad tracks). A legal description of the Property is attached to this Contract as Appendix A.

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. "Marsh" shall mean Marsh Furniture Company. Marsh is a North Carolina corporation authorized to do business in South Carolina and Marsh remains an active entity in South Carolina. Marsh's mailing address is Post Office Box 870, High Point, NC 27261.

SIGNATURE pat Vincent

- B. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.
- C. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- D. "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.
- E. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601(14).
- F. "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 of a blend of petroleum and alcohol and which is intended for use as a motor fuel.
- G. "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 § 101, 42 U.S.C. § 9601, et seq. and does not include natural gas, liquefied natural gas, or

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE

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- synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- H. "Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site, which is subject to ownership, prospective ownership, or possessory or contractual interest of Marsh.
- I. "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.
- J. "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.
- K. "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.
- L. "Work Plan" shall mean the plan for additional Response Actions to be conducted at the Site as described in Paragraph 3 of this Contract.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:
- A. On May 17, 1946, Marsh acquired the Property from H.M Propst. The former owners had operated a plywood mill on the Property prior to Marsh's acquisition in 1946.
- B. Marsh's initial activities on the Property included operation of a plywood mill up until the 1960s. Marsh constructed and began operation of the first saw mill in 1953. Following 1953, Marsh

pat Vincent

activities on the property have included lumber handling and storage, saw and dimension milling, and lumber treating and drying. The lumber treatment for the purpose of preventing mold and insect infestation included the use of a dip tank containing sodium pentachlorophenol (PCP) and a drip pad located in an area called the "Green Chain Area." This was a common process for lumber mills during this period. The use of PCP-containing products was discontinued by Marsh in 1986 prior to EPA listing of certain wood preserving wastes as hazardous under RCRA in 1990 and the promulgation of RCRA regulation of drip pads in 1991. Saw mill operations and associated non-PCP wood treatment activities ceased in 2008. Marsh currently operates a dimension mill on the Property. Marsh receives lumber for processing which is already kiln dried, and there is no treatment of lumber at the Site.

- C. A 1991 Preliminary Environmental Site Assessment (ESA) Report performed on behalf of Marsh identified the green chain area, shop area, and former underground storage tank (UST) areas as potential areas of concern.
- D. In 1992, a soil and groundwater assessment was initiated in the three areas of concern identified in the 1991 ESA.
 - i. Shop Area: In 1992 and 1993, Total Petroleum Hydrocarbons (TPH) were detected in the soil in the shop area; however, petroleum constituents were not detected in the groundwater.
 - ii. Former UST: In 1992, benzene, toluene, ethylbenzene and xylenes were detected in the soil at the former UST area and groundwater results indicated benzene, toluene, and ethylbenzene in this area. The notice of this release was forwarded to the Department's UST section in September 1993. Further assessment of the UST release was conducted between 2002 and 2004. Benzene, toluene,

Pat Vincent

ethylbenzene, naphthalene, ethylene di-bromide, and lead were detected at concentrations greater than the Risk-Based Screening Levels. The UST incident was closed by the Department in 2004 and the monitoring wells were properly abandoned.

- iii. Green Chain Area: Beginning in 1992, the soil and groundwater were analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds (i.e., base-neutral extractables or SVOCs), pesticides, tentatively identified compounds, and the eight Resource Conservation and Recovery Act (RCRA) metals. Multiple soil samples were collected in the Green Chain Area and the treated wood storage area to assess source and secondary source area contamination. The soil samples were analyzed for SVOCs (no target compounds including PCP were detected) and metals (no results exceeding background). Several tentatively identified compounds (TICs) were reported, however.
- E. PCP was detected in the groundwater at concentrations exceeding the Maximum Contaminant Levels.
 - F. Between 1993 and 2013 a detailed site characterization of subsurface stratigraphy was completed to develop an understanding of features with the potential to control contaminant migration. The assessments conducted recognized that dissolved phase constituents and dense non-aqueous phase liquids (DNAPL) would tend to flow along the bottom of the shallow aquifer and in the direction of any aquitard dip. The presence, character, extent, and dip of a clay-rich layer acting as an aquitard beneath the shallow aquifer were defined in the study area. Shallow aquifer parameters were assessed to develop an understanding of groundwater flow velocities and groundwater migration. Vertical

Pat Vincent

hydraulic gradients were assessed to establish that the unnamed tributary to the Big Swamp, in the down-gradient region of the dissolved phase PCP plume, was a local shallow groundwater discharge point. Numerous groundwater monitoring events were completed to define the vertical and horizontal extent of the PCP in groundwater and to assess plume stability and PCP concentration changes over time (PCP was detected in the groundwater at concentrations exceeding the Maximum Contaminant Levels). Clear evidence of DNAPL in the shallow aquifer has not been observed. Multiple groundwater samples collected at a point below the clay-rich layer underlying the shallow aquifer were analyzed for SVOC by Method 8270 (no target compounds including PCP were detected). Groundwater analytical data have determined the vertical extent of the PCP plume.

- G. In 2007, Marsh applied to the Department to allow a mixing zone for the PCP plume. This mixing zone was not allowed at that time due to the Department's concerns regarding the instability of the plume and other factors. Additional assessment was conducted to evaluate the Department's concerns.
- H. In 2009, Marsh initiated an ongoing pilot test for air-sparging in the PCP plume to determine whether this would be a viable remedy for reducing the Contamination. An Underground Injection Control (UIC) Permit was obtained from the Department for this activity. Groundwater analytical data for monitoring well MW-3, located 40 feet down-gradient of the air injection well, demonstrated PCP concentrations decreased from 115 µg/L prior to the initiation of the pilot test down to < 20 µg/L in February 2016. There was no convincing data to indicate that the PCP was simply displaced by the pilot test air injections.
- I. Since 1993, Marsh has conducted numerous groundwater quality monitoring events and Marsh continues to monitor the groundwater

Pat Vincent

plume as well as water quality in the unnamed tributary to the Big Swamp at points in the vicinity of the PCP plume. A portion of this tributary is piped as a storm water drain line which traverses the Site.

- J. On March 31, 2013, the Department invited Marsh to enter the Department's Voluntary Cleanup Program (VCP) in order to reach a CERCLA-quality cleanup at the Site.
- K. In February 2014, the Department met with Marsh to discuss the voluntary cleanup process. On, July 21, 2014, Marsh voluntarily agreed to participate in the VCP.
- L. As of June 30, 2015, the Department has incurred approximately nine thousand, nine hundred fifty-eight dollars and twenty-nine cents (9,958.29) in Past Costs at the Site. The Department is aware that additional costs have been incurred and that this figure is based on information available to the Department and reserves its right to amend, change, and/or update this Past Costs figure.

RESPONSE ACTIONS

3. Marsh agrees to submit to the Department for review and written approval within thirty (30) days of the execution date of this Contract a Work Plan for the Site that is consistent with the technical intent of the National Contingency Plan. Following receipt of written approval from the Department, the Work Plan shall be implemented in accordance with the Work Plan Schedule contained in the approved Work Plan. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and Marsh's contact person for matters relating to this Contract. Marsh will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify Marsh in writing of any deficiencies in the Work Plan within sixty (60) days, and Marsh will respond in writing to the Department's comments within thirty (30) days. 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

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Geologist (P.G.) duly licensed in South Carolina and shall set forth methods and schedules for accomplishing the following tasks:

- A. Identify and assess any data gaps at the Site to identify other areas of potential Contamination in groundwater and/or soil, including TAL metals analysis.
- B. Conduct additional assessment activities to further delineate Contamination at the Site and to provide data necessary to evaluate remedial alternatives for addressing the Contamination at the Site. Additional assessment activities may include, but not be limited to:
 - i. Soil sampling in the area of the former Green Chain conveyor;
 - ii. Additional groundwater monitoring in the vicinity of monitoring well MW-14;
 - iii. Proposal for an additional bio-sparge pilot test in the vicinity of monitoring well MW-14.
- C. Submit a comprehensive Investigation Report for Department review that includes the findings and activities undertaken in accordance with the approved Work Plan. If the Department determines the field investigation is incomplete, it will send written notification of such to Marsh, and Marsh shall conduct additional field investigation to further determine the source, nature and extent of Contamination. If the Department determines the field investigation is complete but the report is incomplete, the Department shall send Marsh a letter indicating that revision of the Report is necessary. Within thirty (30) days of receipt of the Department's letter, Marsh shall submit a revised Report addressing the Department's comments.
- D. Within sixty (60) days of executing of this Contract, submit to the Department a comprehensive Groundwater Monitoring Plan. Upon Department approval of the Groundwater Monitoring Plan, Marsh shall conduct groundwater monitoring in compliance with the Plan.
- E. Conduct a Feasibility Study or other evaluation of remedial alternatives for addressing Contamination at the Site based upon the findings in the

Submitt

comprehensive Investigation Report.

4. Marsh 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 to the Department for information purposes only. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Marsh.

5. Marsh 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 take duplicates of any samples collected by Marsh pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, Marsh 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 be 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, or (D) hand delivery 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: Addie Walker
SCDHEC-LWM

Pat Vincent

2600 Bull Street
Columbia, South Carolina 29201
walkeras@dhec.sc.gov

Marsh: Bill Bumgarner
Marsh Furniture Company
Post Office Box 247
High Point, NC 27261

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 not inconsistent with the National Contingency Plan. Marsh will reimburse the Department's costs associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

RESPONSE COSTS

9. Marsh 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 three hundred forty-three dollars and sixty-three cents (\$343.63) to settle estimated past response costs incurred by the Department through June 30, 2015 ("Past Costs") relating to the Site. Marsh's payment for Past Costs should be submitted to:

The Department: Linda Jackson
SCDHEC--LWM
2600 Bull Street
Columbia, SC 29201

In accordance with §§ 44-56-200 and 44-56-740, Marsh shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract occurring after June 30, 2015. 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

Pat Vincent

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:

Marsh: Bill Bumgarner
Marsh Furniture Company
Post Office Box 870
High Point, NC 27261

All of Marsh'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. The Department, its authorized officers, employees, representatives, and all other persons performing Response Actions will not be denied 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 imminent threat situation, as determined by the Department (or as allowed by applicable law). Marsh and subsequent owners of the Property shall ensure that a copy of this Contract is provided to any lessee or successor or other transferee of the Property, and to any owner of other property that is included in the Site. If Marsh is unable to obtain access from the Property owner, the Department may obtain access and perform Response Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by Marsh.

Pat Vincent

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Marsh has completed the actions required under this Contract, Marsh shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of Marsh and witnessed, signed, and sealed by a notary public. Marsh shall record this restrictive covenant with the Register of Deeds or Mesne Conveyances in Florence County. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department until the restrictive covenant, if required, is executed and recorded. With the approval of the Department, the restrictive covenant may be modified in the future if additional remedial activities are carried out which meet appropriate clean-up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. The Department may require Marsh or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Marsh or subsequent 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 covenant remains in effect on the Property. The report must be submitted in a manner prescribed by the Department.

OBLIGATIONS AND BENEFITS

12. Upon execution of this Contract by the Department, Marsh, 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), S.C. Code Ann. § 44-56-200, for the matters addressed in this Contract. "Matters addressed" are all Response Actions taken or to be taken at or in connection with this Site under this Contract and any subsequent amendments to the Contract, and all response costs incurred or to be incurred under this Contract and any subsequent amendments to the Contract. Further, by resolving its liability to the State for some or all of a Response Action in this administrative

Pat Vincent

settlement, Marsh may seek contribution to the extent authorized under 42 U.S.C. § 9613(f)(3)(B), S.C. Code Ann. § 44-56-200 from any person who is not a party to this administrative settlement. A thirty (30) day comment period shall be required prior to the Department's execution of the Contract, and shall commence upon publication of the 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 and who is not a signatory's parent, subsidiary, successor and assign.

14. Subject to the provisions of Paragraph 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 Marsh for any matters not expressly addressed by and settled through this Contract.

16. Upon successful completion of the terms of this Contract, Marsh shall submit to the Department a request for a Certificate of Completion.

Once the Department determines that Marsh 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 Marsh a Certificate of Completion that provides a covenant not to sue to Marsh, its signatories, parents, subsidiaries, successors and assigns 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.

Pat Vincent

The covenant not to sue and administrative settlement for purposes of contribution protection are contingent upon the Department's determination that Marsh successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, Marsh, its signatories, parents, subsidiaries, successors and assigns 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. Marsh 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 Marsh 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 Marsh, its parents, subsidiaries, successors and assigns;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE *patiment*

- F. Change in Marsh's or its parents', subsidiaries', successors' and assigns', 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 Marsh to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

19. Upon termination of the Contract under Paragraph 17 or 18, the covenant not to sue and administrative settlement for purposes of contribution protection shall be null and void. Termination of the Contract by Marsh 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 enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY: *Daphne G. Neel* DATE: 7/28/2016
Daphne G. Neel, Chief
Bureau of Land and Waste Management
Environmental Quality Control

Clair D. Price DATE: 6/7/16
Reviewed by Office of General Counsel

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE *M. Vincent*

MARSH FURNITURE COMPANY

Mollie M. Brugh DATE: *May 24, 2016*
Signature

Mollie M. Brugh, President
Printed Name and Title

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY.

SIGNATURE *patiment*

APPENDIX A

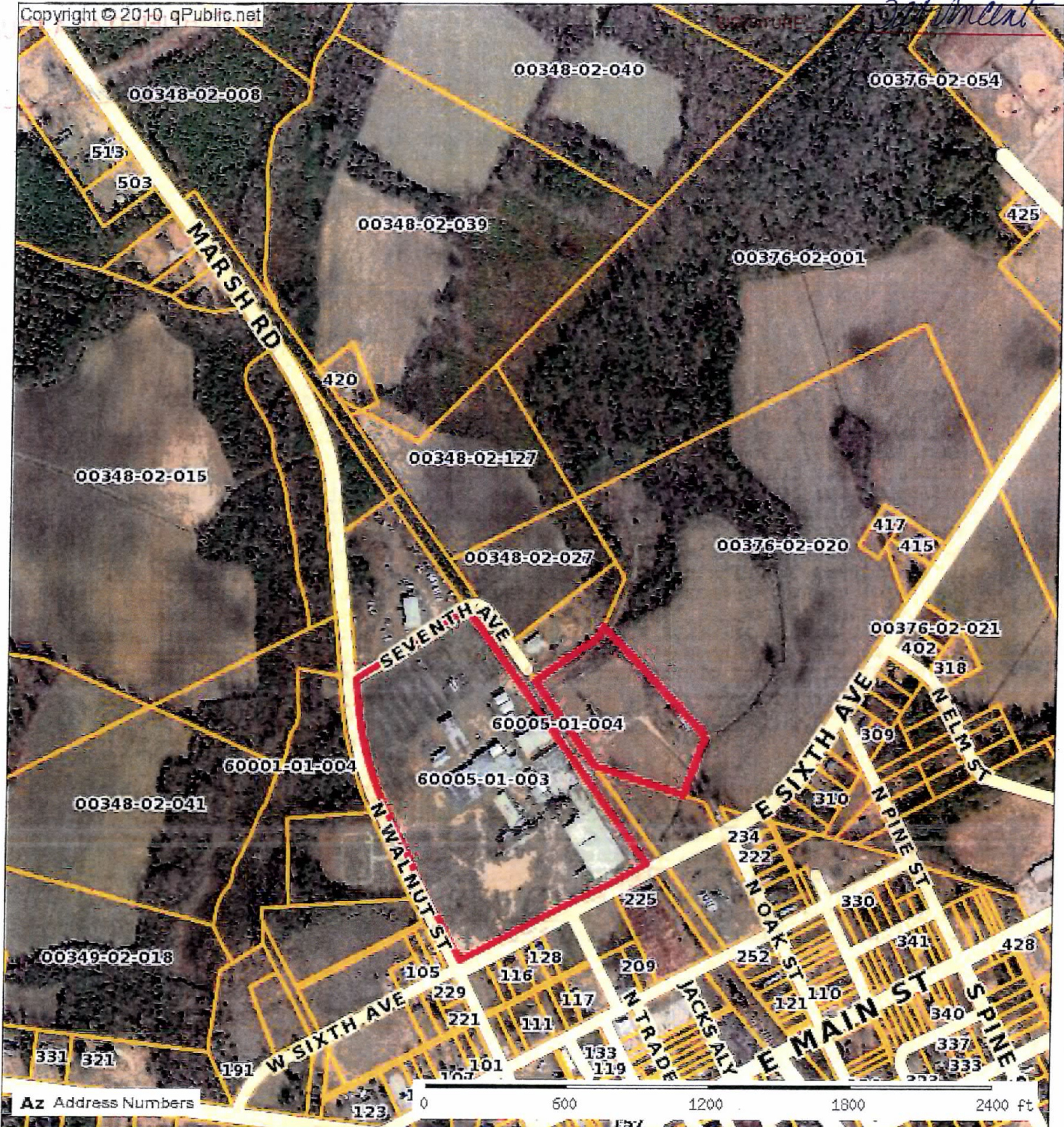
Legal Description of the Property

County of Florence

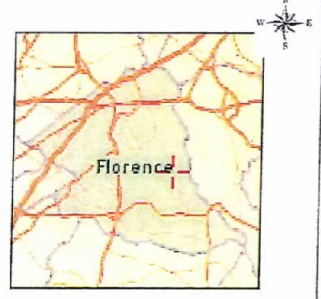
Tax Map Series Number 60005-01-003

Attachment

Copyright © 2010 qPublic.net



| Marsh Furniture | | | |
|-----------------|-------------------------------|-----------------------------------|-------|
| <i>Red</i> | | Parcel: 60005-01-003 Acres: 27.95 | |
| Name: | MARSH FURNITURE CO PO BOX 870 | Land Value: | 85527 |
| Site: | | Improvement Value: | 0 |
| Sale: | | Accessory Value: | 0 |
| Mail: | HIGHPOINT NC 27261 | Total Value: | 85527 |
| | | | |
| | | | |



Florence County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.
Date printed: 05/26/15 : 12:11:49

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE

Patiment

APPENDIX A

Legal Description of the Property

County of Florence

Tax Map Series Number 60005-01-003

All that tract of land in the Town of Pamplico, County of Florence, State of South Carolina, situate on the North side of Sixth Avenue, in the block between the right of way of the Seaboard Air Line Railway Company and Walnut Street, and being a block out out of the Southeast corner of a certain 18.68 acre tract, as shown on a plat by A. L. Ervin, C. E., dated Oct. 24, 1929, which plat is duly recorded in the office of the Clerk of Court for Florence County in Plat Book "0" at page 315, and containing 3.90 acres and beginning at a stake in the northwestern intersection of Sixth Avenue and Trade Street and running thence N. 24 degrees, 10 minutes W. 484 feet to a stake, a new corner; thence N. 65 degrees, 50 minutes E. 312 feet to a point in the western margin of the right of way of Seaboard Air Line Railway Co.; thence with the said edge of right of way S. 33 degrees, 30 minutes E. 460 feet to a corner in the north edge of Sixth Avenue; thence with the said edge of Sixth Avenue S. 65 degrees, 50 minutes W. 393 feet to the beginning, this being the southeastern portion of the same tract of land conveyed to the grantor herein by Fee Dee Land & Development Company, by its deed dated Nov. 31, 1931, recorded in the office of Clerk of Court for Florence County in Deed Book 9, at page 521.

ALSO: All the buildings, machinery and equipment situate, as of the date hereof, on the lands above described, the machinery and equipment, including: The Power Plant, Piping and Transmission; One Lathe, Type EE, 42" x 76"; One 78" Merritt-Veneer Clipper; One Coe Model 28 automatic roller Veneer Dryer; One Black Bros. Veneer Taping machine, One #4 Saw Beach manufacturing Trim Saw, and all other machines and equipment necessary to the operation of the Amazon manufacturing Company plant, as now situate on the above described lands.

English

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