

**VOLUNTARY CLEANUP CONTRACT  
24-7844-NRP**

**IN THE MATTER OF  
ASHLEY LANDING SHOPPING CENTER, CHARLESTON COUNTY  
and  
ASHLEY LANDING (EDENS), LLC**

This Contract is entered into by the South Carolina Department of Environmental Services and Ashley Landing (Edens), LLC, with respect to the Property located at 1301, 1305, 1309, 1313, 1319, 1401 Sam Rittenberg Boulevard, 1 Sumar Street, and 1503 Old Towne Road, Charleston, South Carolina. The Property includes approximately 29.98 acres identified by Tax Map Serial Numbers 352-11-00-099, 352-11-00-101, 352-11-00-102, and 352-11-00-103. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of September 16, 2024, and any amendments thereto, by Ashley Landing (Edens), 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.; the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 et seq.; the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10 et seq.; and the Pollution Control Act (PCA), S.C. Code Ann. §§ 48-1-10 et seq.

**DEFINITIONS**

1. 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. "Edens" means Ashley Landing (Edens), LLC.
- B. "Beneficiaries" means Edens'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 Environmental Services, 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 Edens 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:

**TMS # 352-11-00-099**

Ford-Griffith Realty Co.	Unknown to 1961
Ford Brothers Construction Company, Inc.	1961 to 1970
Amoco Oil Company (f/k/a The American Oil Company)	1970 to 1995
CEL Oil Products Corp.	1995 to 1999
The Pantry, Inc.	1999 to 2000
Waters Investments, Inc.	2000 to 2000
O'Hair Limited Partnership	2000 to 2017
Faison-Ashley Outparcel LLC	2017 to Present

**TMS # 352-11-00-101, 352-11-00-102, and 352-11-00-103**

Realty Finance Corporation	Unknown to 1962
Sumar Corp.	1962 to 1968
Jerry Baumann, Selma Baumann, Harry Winokur, and Etta Winokur	1968 to 1968 1968 to 1970
Peter A. Ziman, Jerry Baumann, and A.A. Rosen	
A. A. Rosen	1970 to 1971
Ashley Plaza Inc.	1971 to 1973
Moday Realty Co.	1973 to 1976
Ashley Plaza Mall Associates	1976 to 2014
Faison-Ashley Landing LLC	2014 to Present

- B. Property and Surrounding Areas: The Property is bounded generally by Sam Rittenberg Boulevard to the north and west, with residences and commercial property beyond, and to the east and south by residences. The Property is generally located in a suburban area of Charleston.

The Property is currently developed with an approximately 312,400-square-foot main shopping center building, an approximately 47,814-square-foot grocery store building, an approximately 10,200-square-foot outparcel retail complex, an approximately 2,294-square-foot coffee shop outparcel building, an approximately 2,082-square-foot bank outparcel building, an approximately 4,299-square-foot bank outparcel building, and an approximately 5,356-square-foot bank outparcel building. The remainder of the Property is developed with paved parking lots, landscaped beds, and undeveloped cleared land.

The Property was first developed for commercial use in the 1960s. The Property was used for retail purposes, notably including the former presence of a Woolco Department Store (Woolco) and a Circle K gas station.

C. Investigations / Reports; Regulatory Issues: Woolco formerly operated a retail chain and offered auto repair services on the southeastern portion of the Property. Associated with the auto repair service, Woolco operated one (1) 550-gallon waste oil, burnt oil, used oil Underground Storage Tank (UST), with Department UST Registry ID #18129. The UST was abandoned by removal on September 28, 1999. A release associated with the UST was reported to the Department's predecessor agency on November 3, 1999 and the Department's predecessor agency issued a No-Further Action (NFA) designation on November 8, 1999.

A gas station (Circle K, most recently) operated on the northwestern portion of the Property from approximately the 1960s to 2017 (UST ID #01430). Circle K operated four (4) 10,000-gallon gasoline USTs on the Property. A release was reported to the Department's predecessor agency on June 29, 1993 and an NFA designation was issued on March 8, 2001. A second release was reported to the Department's predecessor agency on March 5, 2004 and an NFA was issued on August 25, 2017. The USTs were abandoned by removal on January 27, 2016. The most recent groundwater report submitted to the Department's predecessor agency by ATC Associates, dated August 8, 2017, reported benzene and naphthalene above their risk-based screening levels in monitoring wells MW-1 and MW-10.

On an adjacent site southwest of the Property, In & Out Car Wash 3, Inc. operated as a car wash with gasoline fueling services. In & Out Car Wash 3 operated two (2) 10,000-gallon gasoline USTs that were abandoned in place by filling with sand on December 22, 1988 (UST ID # 18057). A release was reported to the Department predecessor agency on January 16, 1998 and a NFA was issued on August 12, 1998.

A Phase I Environmental Site Assessment Report was submitted in support of the

Contract by Terracon Consultants, Inc. and dated August 30, 2024. During reconnaissance on the Property, evidence of four (4) former monitoring wells (no longer functional) were observed on the northwestern portion of the Property, presumably in association with the former Circle K gas station. The Phase I identified the following recognized environmental conditions (RECs):

- i. The former Woolco facility was identified as a conditional recognized environmental condition (CREC) based on the petroleum release that has received a NFA designation.
- ii. The former auto repair on the Property at the Woolco facility was identified as a REC.
- iii. The Circle K store that operated in the northwestern portion of the Property was considered a CREC; however, the potential for related vapor intrusion in relation to the facility was identified as a REC.
- iv. The adjacent In & Out Car Wash 3 site was identified as a REC based on their storage of petroleum and the potential for Per- and polyfluoroalkyl substances (PFAS) use in relation to washing and detailing cars.

A Sub-Slab and Soil Vapor Sampling report was submitted by Terracon Consultants, Inc. and dated September 11, 2024. Eight (8) sub-slab soil vapor samples and nine (9) soil vapor samples were collected across the Property. Chloroform was detected in three (3) soil vapor samples above its residential soil gas concentration, but below its commercial soil gas concentration. Terracon considered the chloroform detections to be likely related to former irrigation in the landscaped areas. No other volatile organic compounds were detected above their regulatory thresholds.

D. Applicant Identification: Edens is a South Carolina limited liability company with its principal place of business located at 1272 5<sup>th</sup> Street NE, Suite 200, Washington, DC 20002.

- E. Proposed Redevelopment: Edens will acquire the Property and intends to redevelop the Property for mixed-use, including multi-family residences, townhomes, restaurants, retail, and associated green space. All residences will be rental units, with no transfer of fee ownership.

### CERTIFICATIONS

3. Edens has certified upon application that: 1) Edens is not a Responsible Party at the Site, or a parent, successor, or subsidiary of a Responsible Party at the Site and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program; 2) its activities will not aggravate or contribute to Existing Contamination on the Site or pose significant human health or environmental risks; and 3) it is financially viable to meet the obligations under this Contract.

### RESPONSE ACTION

4. Edens agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by Edens, 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. A report of the assessment results shall be submitted by Edens, or its designee, in accordance with the schedule provided in the initial Work Plan. Edens 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. Edens 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, Edens may seek an amendment of this Contract to clarify its further responsibilities. Edens shall perform all actions required by this Contract, and any related actions of Edens'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 South Carolina statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). Edens 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 Well Standards, S.C. Code Ann. Regs. 61-71. 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 with chromium speciation to analyze for hexavalent chromium (TAL);
    - ii. EPA Target Analyte List excluding cyanide but with chromium



- speciation to analyze for hexavalent chromium (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).
- iii. Per- and polyfluoroalkyl substances (PFAS).
- d). All analytical methods shall be capable of achieving appropriate reporting 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 Soil Screening Level (SSL) 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 Edens's consulting firm(s), analytical laboratories, and Edens'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, S.C. Code Ann. Regs. 61-81, for the test method(s) and parameters specified in the Work Plan.
  - b). Edens 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 Edens in writing of approvals or deficiencies in the Work Plan.

- 8). Edens, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). Edens 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). Edens 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). Edens 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. Edens 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. 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). Edens 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, Edens shall expeditiously stabilize or remove the Segregated Source from the Property.
- 3). Edens shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization, or removal actions. Edens shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). Edens shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property boundary, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius of the Property boundary.
- 2). Edens 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 Edens, of the well owner or an occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). Edens shall collect and analyze a minimum of twenty-two (22) soil samples from eleven (11) locations on the Property. Edens shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample

- (2-foot minimum depth) from each of the following locations:
- a). Two (2) locations in the presumed location of the former auto repair services in the former Woolco facility.
  - b). Three (3) locations around the former Circle K gas station.
  - c). Two (2) locations along the southern border of the Property.
  - d). Four (4) additional locations placed to characterize the remainder of the Property.
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals (with chromium speciation to analyze for hexavalent chromium) and TCL-SVOCs. Each subsurface sample shall be analyzed for TAL-Metals (with chromium speciation to analyze for hexavalent chromium), TCL-VOCs, and TCL-SVOCs. In addition, the two (2) subsurface samples along the southern border of the Property shall be analyzed for PFAS. A minimum of two (2) surface and two (2) subsurface samples from one (1) of the locations near the former Circle K gas station and one (1) location along the southern border of the Property shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
  - 3). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.
  - 4). All analytical methods shall be capable of achieving appropriate reporting levels as specified in Paragraph 4.A.5.d. of this Contract.

F. Assess groundwater quality:

- 1). Edens shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from a minimum of six (6) monitoring wells to be installed as singular wells. The wells shall be screened to bracket the water table. Specific locations shall be as follows:
  - a). A location in the UST area of the former Circle K.
  - b). A location downgradient (as determined by prior investigations) of the UST areas of the former Circle K.

- c). A location in the southwestern portion of the Property.
  - d). A location in the southeastern portion of the Property.
  - e). A location in the central-western portion of the Property.
  - f). A location in the northeastern portion of the Property.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, TCL-VOCs, and TCL-SVOCs. In addition, the well in the southwestern portion of the Property and one (1) of the wells near former Circle K gas station shall have their samples analyzed for the full EPA-TAL (includes cyanide) with chromium speciation to analyze for hexavalent chromium, and the EPA-TCL. In addition, the well in the southwestern portion of the Property shall have its sample analyzed for PFAS.
  - 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, S.C. Code Ann. Regs. 61-58, or, if not specified in R.61-58, to the EPA RSL for "Tapwater."
  - 4). All analytical methods shall be capable of achieving appropriate reporting levels as specified in Paragraph 4.A.5.d. of this Contract.

G. Evaluate and control potential impacts to indoor air:

- 1). Edens shall evaluate potential impacts to indoor air if the Department determines that the concentrations of VOCs present in the subsurface pose a threat to indoor air quality 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 ("Vapor Intrusion Technical Guide"). The Department's decision will be constrained towards predicting residential or commercial exposures consistent with the building construction that is proposed to be used on the Property.
- 2). If a vapor intrusion assessment is required Edens shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.
  - a). For future buildings, Edens's evaluation of vapor intrusion risk 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.

- b). 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  $10^{-6}$  cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on an appropriate attenuation factor.
  - c). Soil gas sampling results and predicted indoor air concentrations shall be compared to screening levels indicative of a  $10^{-6}$  cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on the Vapor Intrusion Technical Guide.
- 3). All analytical methods shall be capable of achieving appropriate reporting levels as specified in Paragraph 4.A.5.d. of this Contract.
  - 4). Should the results of the Vapor Intrusion Assessment indicate that contaminant concentrations exceed levels indicative of a  $10^{-6}$  cancer risk or a hazard quotient/hazard index of 1 for non-carcinogens for the proposed use of the Property, Edens shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, Edens shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.H of this Contract.
  - 5). The Department may allow Edens to implement pre-emptive vapor intrusion mitigation measures in lieu of the above Vapor Intrusion Assessment. Vapor intrusion mitigation measures shall be completed and evaluated in accordance with Paragraph 4.H of this Contract.

H. Institute reasonable Contamination control measures:

- 1). Edens shall remove from the Property and properly dispose of all Waste

Materials and Segregated Sources of Contamination in accordance with applicable regulations based on characterization results.

- a). Edens 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.
  - b). Subject to Department approval, buried Waste Materials, if present, may be stabilized in place on the Property in a manner that will effectively limit or prevent human exposure and release of contaminants to the environment. If any Waste Materials are to be stabilized in place, Edens shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.H.2. Edens shall also enter into a Declaration of Covenants and Restrictions to document the area of stabilization, and to maintain the stabilization measures in accordance with Paragraph 9 of this Contract.
- 2). Edens shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. Edens shall evaluate options for corrective measures in an Analysis of Brownfields Cleanup Alternatives (ABCA). Upon Department approval of the corrective measures selected in the ABCA, Edens shall prepare a Corrective Measures Plan. The Corrective Measures Plan shall be approved by the Department prior to implementation and shall be consistent with the intended future use of the Property.
- a). Corrective measures shall be required for 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). Edens 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, Edens 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.

- c). Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. Subject to Department approval, corrective measures may include a land use restriction in accordance with Paragraph 9 (Declaration of Covenants and Restrictions) of this Contract.
  - d). If required, vapor intrusion control measures shall be designed and certified by a Professional Engineer duly-licensed in South Carolina to effectively mitigate vapor intrusion risk to a  $10^{-6}$  risk for carcinogens and a hazard quotient/hazard index of 1 for non-carcinogens based on current EPA RSLs and guidance on vapor intrusion. All vapor intrusion control measures shall include monitoring to confirm that the vapor mitigation system is effective, and procedures 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.
  - e). Upon completion of any corrective measures, Edens 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.
- 3). In the event that development of the Property will require disturbance of contaminants in soil or groundwater, Edens shall propose a Media Management Plan. The Media Management Plan shall address procedures for management of contaminated media when disturbed, characterization of any



soil or groundwater that is to be removed from the Property, and offsite disposal of any contaminated soil and groundwater that is to be removed from the Property at a permitted waste disposal facility. Upon completion of Property development and soil disturbance, a report of the soil management activities shall be submitted to the Department documenting the areas and depths of soil removal, all soil and groundwater sampling results, quantities of contaminated soil and groundwater removed from the Property, their disposal locations, and disposal manifests.

- 4). 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 routine inspection and monitoring of the engineering controls; repair or replacement of the engineering controls as necessary; and management of contaminated media that may be encountered as a result of any disturbance of the engineering controls.

I. Monitor and/or abandon the monitoring wells:

- 1). Edens 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). Edens 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 Well Standards, S.C. Code Ann. Regs. 61-71.

HEALTH AND SAFETY PLAN

5. Edens 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). Edens 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 Edens.

#### PUBLIC PARTICIPATION

6. Edens 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 (30) 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 Edens.
- B. Edens 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 (1) 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 Ashley Landing (Edens), LLC under Voluntary Cleanup Contract 24-7844-NRP with the South Carolina Department of Environmental Services." 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 Edens. 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). Edens 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 ten (10) days of erecting the sign(s).

- 4). Edens agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). Edens 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, Edens 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. Edens 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 thirty (30) days of the execution date 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. Edens 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. Edens shall implement the interim measures in accordance with a Department-approved plan.

## DECLARATION OF COVENANTS AND RESTRICTIONS

9. Edens or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to restrict future use of the Property such that the Property shall not be used for the following purposes: (a) single family residences owned in fee simple by the resident (for the avoidance of doubt, single-family residential rental units, condominium ownership residential developments, and multi-family apartments are not prohibited); (b) agricultural use; (c) active outdoor recreational use such as playgrounds or athletic fields that may result in exposure to soil; or (d) any other use or activity that may disturb the soil; except, with respect to each of (a) through (d) above, in accordance with a plan approved by the Department or its successor agency. Additional restrictions may be required based on the response actions completed under this Contract and as may be required per Paragraphs 4.H.1.c. or 4.H.2.c of this Contract. 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 Edens. An authorized representative of Edens 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. Edens or its Beneficiaries shall record the executed Declaration with the Register of Deeds for the county where the Property is located.

- C. Edens 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 (EPA RSLs for residential use and/or MCLs) on a portion of the Property, Edens 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 Edens or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
  - 1). Edens or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
  - 2). Edens 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 Edens 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. Edens 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 31<sup>st</sup> of each year 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 RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. 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:

Sophia Owens  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201

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

William Caldwell  
Ashley Landing (Edens), LLC  
1272 5<sup>th</sup> Street NE, Suite 200  
Washington, DC 20002

#### FINANCIAL REIMBURSEMENT

11. Edens or its Beneficiaries shall reimburse the Department as set forth below.

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

William Caldwell  
Ashley Landing (Edens), LLC  
1272 5<sup>th</sup> Street NE, Suite 200  
Washington, DC 20002

- 1). Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to Paragraph 16 herein.
- 2). Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to Paragraph 16 herein.

#### ACCESS TO THE PROPERTY

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

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

#### ECONOMIC BENEFITS REPORTING

14. Edens 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. Edens 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, Edens, 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. Edens or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any Successor. Transmittal of the Contract copy may be through any commonly accepted mechanism.
- B. Edens 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, Edens 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, Edens 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.

#### CONTRACT TERMINATION

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

- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
  - 6). Failure by Edens 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 Edens or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Edens's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should Edens or its Beneficiaries elect to terminate this Contract, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by Edens 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 Edens or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Upon termination of this Contract, payment for such costs shall become immediately due.
- E. Upon termination of this Contract, 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. Edens 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 S.C. Code Ann. § 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.
  
- B. Effective on the date the Certificate of Completion is issued by the Department.
  - 1). The Department's covenant not to sue Edens and its Beneficiaries for Existing Contamination but not for any Contamination, releases, and consequences caused or contributed by Edens 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 Edens or its Beneficiaries. The Department retains all rights under State and Federal laws to compel Edens and its Beneficiaries to perform or pay for response activity for any Contamination, releases, and consequences caused or contributed by Edens 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 Edens and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Edens 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 EDENS

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

#### BURDEN OF PROOF

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

21. In consideration of the protections from the Department under this Contract, Edens

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]**

SIGNATORIES

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 ENVIRONMENTAL SERVICES**

BY:

DATE:

\_\_\_\_\_  
Julie E. Blalock, Chief  
Bureau of Land and Waste  
Management

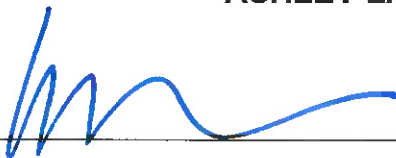
DATE:

\_\_\_\_\_  
Reviewed by Office of General Counsel

**ASHLEY LANDING (EDENS), LLC**

BY:

DATE:

  
\_\_\_\_\_

10/29/24  
\_\_\_\_\_

\_\_\_\_\_  
William Caldwell, Authorized Signatory  
Printed Name and Title



# APPENDIX A

Application for Non Responsible Party Voluntary Cleanup Contract

Ashley Landing (Edens), LLC

September 16, 2024



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

- 1. Applicant is a: [X] Single Entity [ ] Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: [ ] Private Individual /Sole Proprietorship [X] For-profit Business (Corp., Partnership, etc.) [ ] Tax-Exempt Trust/ Corporation/ Organization [ ] Government / Other Public Funded Entity
3. Applicant's Legal Name ASHLEY LANDING (EDENS), LLC, a South Carolina limited liability company

4. Contract Signatures for this Applicant

a. Authorized Signatory

William Caldwell Chief Development Officer bcaldwell@edens.com
Name Title Email
1272 5th Street NE, Suite 200 202.902.2624
Address Phone1 Phone2
Washington DC 20002
City State Zip

b. Other Signatories [X] None

Table with 5 columns: Name, Title, Phone, Email, Signature Required On Contract? (checkbox)

5. Physical Location of Applicant's Headquarters

1272 5th Street NE Suite 200
Street address Suite Number
Washington DC 20002
City State Zip

6. Mailing address: [X] 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
Edens Limited Partnership
Jodie W. McLean
Mark P. Garside
William C. Caldwell



SEP 16 2024

SITE ASSESSMENT, REMEDIATION & REVITALIZATION

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form? [X] Yes [ ] No

d. If yes, identify all affiliations: See attached list.

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

Authorized Signatory

Co Signatories

**II. Property Information**

9. Location

a. Physical Address 1301, 1305, 1309, 1313, 1319, 1401 Sam Rittenberg Boulevard; 1 Sumar Street; and 1503 Old Towne Road

b. County Charleston County Zip Code 29407

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

Ashley Landing Shopping Center Former Woolco Facility (UST Permit No. 18129)

Former Circle K 2723358 (UST Permit No. 01430)

11. Total Size of Property Covered by this Contract 29.98 Acres

12. How many parcels comprise the Property? 4

13. Current Zoning (general description)

General Business (GB)

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.

Approximately 13 beer production above-ground storage tanks and two nitrogen cylinders were observed in the southern interior of the Frothy Beard Brewing Company in the main shopping center building on the southwestern portion of the site. These tanks will be removed in advance of demolition and subsequent redevelopment activities.

Surface indications of former underground storage tanks were observed on the northwestern portion of the site, specifically dispenser island pads and tank basins. The USTs associated with these features are understood to have been removed. Any underground storage tanks encountered during redevelopment activities will be managed and disposed in accordance with laws.

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

a. Tax Map Parcel# 352-11-00-099  
 b. Acreage 0.38  
 c. Current Owner Faison-Ashley Outparcel LLC  
 d. Owner Mailing Address 1011 E Morehead Street  
STE 150  
Charlotte, NC 28204  
 e. Contact Person for Access Kris Fetter  
 f. Access Person's Phone # 704-905-7655  
 g. Is Parcel Currently Vacant?  Yes  No  
 h. Buildings on the parcel?  None  
 (check all that apply)  Demolished/Ruins  
 Intact, To be demolished  
 Intact, To be re-used  
 i. Business/facility operations  Never Operated on the parcel  
 Not operating since 2016  
 (approx date)  
 In operation: nature of the  
 business \_\_\_\_\_

a. Tax Map Parcel# 352-11-00-101  
 b. Acreage 21.5  
 c. Current Owner Faison Ashley Landing LLC  
 d. Owner Mailing Address 1011 E Morehead Street  
STE 150  
Charlotte, NC 28204  
 e. Contact Person for Access Kris Fetter  
 f. Access Person's Phone # 704-905-7655  
 g. Is Parcel Currently Vacant?  Yes  No  
 h. Buildings on the parcel?  None  
 (check all that apply)  Demolished/Ruins  
 Intact, To be demolished  
 Intact, To be re-used  
 i. Business/facility operations  Never Operated on the parcel  
 Not operating since \_\_\_\_\_  
 (approx date)  
 In operation: nature of the  
 business Various Retail

a. Tax Map Parcel# 352-11-00-102  
 b. Acreage 0.64  
 c. Current Owner Faison Ashley Landing LLC  
 d. Owner Mailing Address 1011 E Morehead Street  
STE 150  
Charlotte, NC 28204  
 e. Contact Person for Access Kris Fetter  
 f. Access Person's Phone # 704-905-7655  
 g. Is Parcel Currently Vacant?  Yes  No  
 h. Buildings on the parcel?  None  
 (check all that apply)  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 Starbucks Coffee

a. Tax Map Parcel# 352-11-00-103  
 b. Acreage 6.46  
 c. Current Owner Faison Ashley Landing LLC  
 d. Owner Mailing Address 1011 E Morehead Street  
STE 150  
Charlotte, NC 28204  
 e. Contact Person for Access Kris Fetter  
 f. Access Person's Phone # 704-905-7655  
 g. Is Parcel Currently Vacant?  Yes  No  
 h. Buildings on the parcel?  None  
 (check all that apply)  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 Grocery

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 Currently Vacant?  Yes  No  
 h. Buildings on the parcel?  None  
 (check all that apply)  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 Currently Vacant?  Yes  No  
 h. Buildings on the parcel?  None  
 (check all that apply)  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 \_\_\_\_\_

**III. Property Redevelopment**

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

The property will be redeveloped with mixed-uses including multifamily residential units, single-family residential townhomes, restaurants, retail, and associated green space. All residential units and dwellings will be "for-rent," with no transfer of fee ownership.

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 TBD  
 No

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

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 See below.

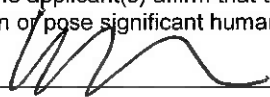
b. Please Describe:

The project will incorporate green space and will be designed in a manner to increase pedestrian connectivity. It will also provide stormwater management that will assist with alleviating downstream flooding.

21. Anticipated date of closing or acquiring title to the property 10 / 15 / 2024

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

Terracon Consultants, Inc.

Company

1800 Reynolds Avenue                      North Charleston                      South Carolina                      29405-7871

Address    City    State    Zip

Thomas A. Covington III    (843) 277-8454    [Tac.Covington@terracon.com](mailto:Tac.Covington@terracon.com)

Project Contact1    S.C PE/PG Reg. #    Phone1    Phone 2    email

J. Charlie Stone, P.G.    2835    (864) 729-7028    [Charlie.Stone@terracon.com](mailto:Charlie.Stone@terracon.com)

Project Contact 2    S.C PE/PG Reg. #    Phone1    Phone 2    email

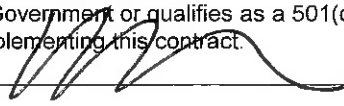
24. Legal Counsel (Optional)  
**Morris, Manning & Martin, LLP**  
 Firm  
 Gerald L. Pouncey, Jr. 404-504-7738  
 Attorney Phone1 Phone 2  
 3343 Peachtree Road, NE; 1600 Atlanta Financial Ctr. Atlanta GA 30326 glp@mmmlaw.com  
 Street Number or PO Box City State Zip email

25. Applicant's Billing Address  Same as Contact person in #6 above Go to question #26

Financial Contact Title  
 Company Phone  
 Address  
 City State Zip

26. **Financial Viability**  
 By signature(s) below, the applicant agrees to:  
 1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and  
 2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

Waiver Requested (Check Box If applicable)  
 The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

  
 Signatures

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

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

28. The Phase I Environmental Site Assessment Report is attached as a:  
 New report completed in the past six months by Terracon Consultants, Inc.  
 (Name of Environmental Firm)  
 Older report updated in the past six months by \_\_\_\_\_  
 (Name of Environmental Firm)

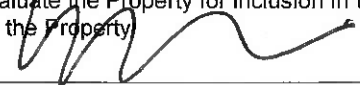
29. Environmental sampling data and other reports: (check one)  \*  
 The Applicant is not aware of any environmental testing on the property  
 The Applicant believes the Department already has all environmental data in its files on: Former Woolco Facility; Circle K 2723358  
 The Following reports are attached: \_\_\_\_\_ (Site Name)

Report Date Report Name Environmental Firm  
 August 30, 2024 - Ashley Landing Shopping Center - Phase I ESA - Terracon Consultants, Inc.  
 September 4, 2024 - Ashley Landing Shopping Center - Sub-Slab and Soil Vapor Sampling - Terracon Consultants, Inc.

\*Any additional reports known to exist would be referenced in the attached Phase I ESA prepared by Terracon

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  
 \* \* To Applicant's knowledge, any such information is contained in DES's files referenced above and/or in the attached Phase I ESA prepared by Terracon.

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	<input type="checkbox"/> Y <input type="checkbox"/> N	
Assigned File Number		
Assigned Contract Number		

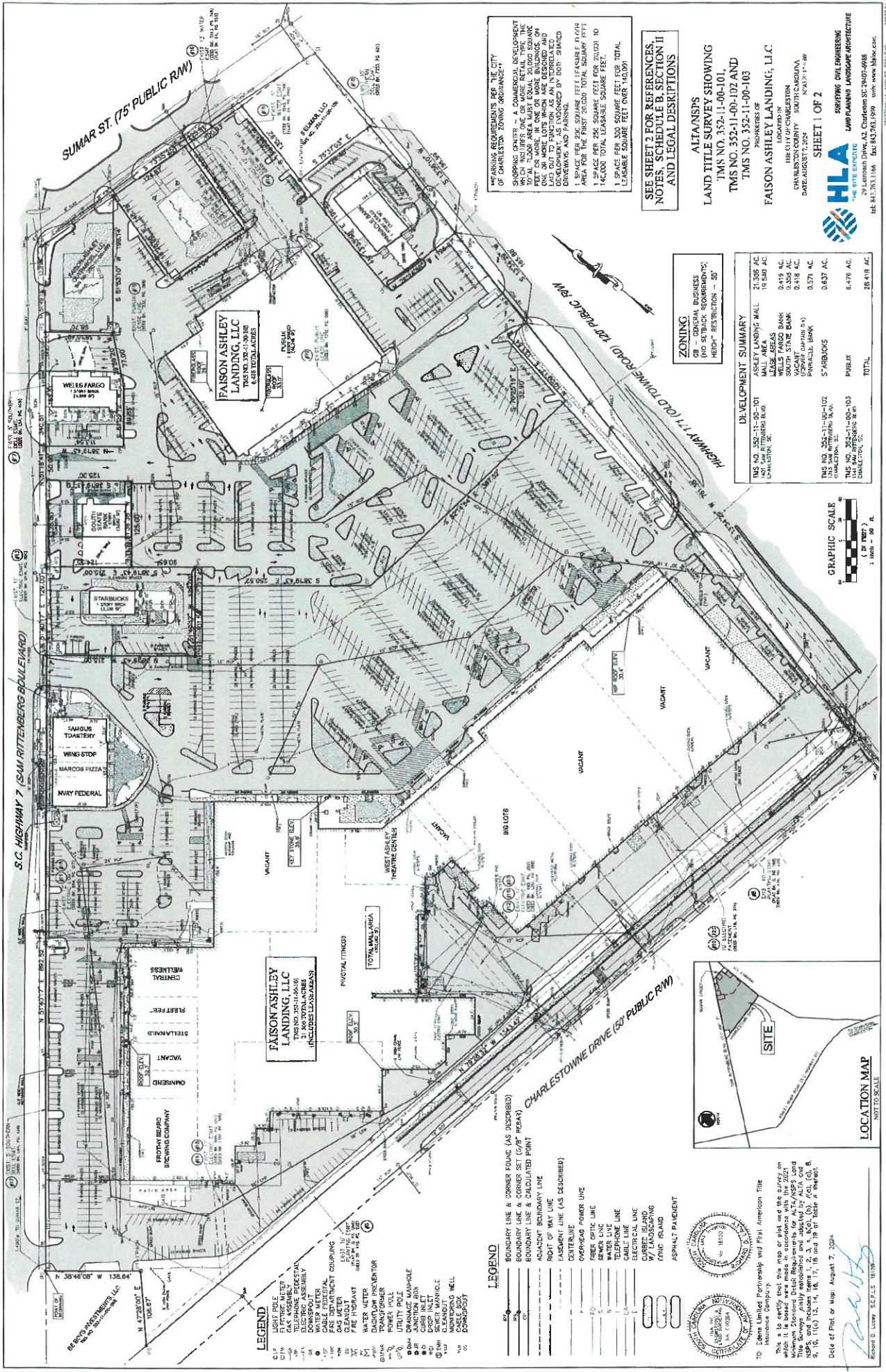
Attachment 2:

Survey Plat/Legal Description

**Attachment 2a:**

**Survey Plat for Parcels  
352-11-00-101, 352-11-00-102, and  
351-11-00-103**





MEASUREMENTS FOR THE CITY OF CHARLESTON ZONING ORDINANCE WHICH INCLUDES A COMMERCIAL DEVELOPMENT WHICH INCLUDES ONE OR MORE RETAIL TYPE THE TOTAL AREA MUST BE EQUAL TO 20,000 SQUARE FEET OR MORE LOTS WHICH ARE DESIGNED AND USED TO PROVIDE AN INCREASED LEVEL OF SERVICE TO THE COMMUNITY THROUGH THE USE OF DRIVEWAYS AND PARKING.

1. SPACE PER 200 SQUARE FEET FLOOR AREA FOR THE FIRST 20,000 TOTAL SQUARE FEET FLOOR AREA SHALL BE 20 SQUARE FEET PER 200 SQUARE FEET FLOOR AREA.

2. SPACE PER 200 SQUARE FEET FLOOR AREA SHALL BE 10 SQUARE FEET PER 200 SQUARE FEET FLOOR AREA FOR THE FIRST 20,000 TOTAL SQUARE FEET FLOOR AREA.

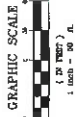
3. SPACE PER 200 SQUARE FEET FLOOR AREA SHALL BE 5 SQUARE FEET PER 200 SQUARE FEET FLOOR AREA FOR THE FIRST 20,000 TOTAL SQUARE FEET FLOOR AREA.

SEE SHEET 2 FOR REFERENCES, NOTES, SCHEDULE B, SECTION II AND LEGAL DESCRIPTIONS

ALTA/NSPS  
 LAND TITLE SURVEY SHOWING  
 TMS NO. 352-11-00-101,  
 TMS NO. 352-11-00-102 AND  
 TMS NO. 352-11-00-103  
 PROPERTIES OF  
**FAISON ASHLEY LANDING, LLC**  
 LOCATED IN  
 THE CITY OF CHARLESTON  
 CHARLESTON COUNTY SOUTH CAROLINA  
 DATE: AUGUST 11, 2024  
 BY: ALTA/NSPS

**HLA**  
 THE SITE EXPERTS  
 SURVEYING CIVIL ARCHITECTURE  
 LANDSCAPE ARCHITECTURE  
 29 LEMMON DRIVE, A.L. Charleston, SC 29405-9988  
 TEL: 843.763.1166 FAX: 843.763.1999 WWW: WWW.HLA.COM

ZONING	DEVELOPMENT SUMMARY
GP - GENERAL BUSINESS	ASHLEY LANDING MALL
HEB-1 RESTRICTION - 50'	MALL AREA
	WELLS FARGO BANK
	SOUTH STATE BANK
	VACANT (CAPITAL B-1)
	PINNACLE BANK
	5748B005
	PUBLIC
	TOTAL



**FAISON ASHLEY LANDING, LLC**  
 TMS NO. 352-11-00-101  
 (EXCLUDES LEASE AREAS)

**FAISON ASHLEY LANDING, LLC**  
 TMS NO. 352-11-00-102  
 (EXCLUDES LEASE AREAS)

- LEGEND**
- BOUNDARY LINE & CORNER FOUND (AS DESCRIBED)
  - BOUNDARY LINE & CORNER SET (G/P) (REMARK)
  - BOUNDARY LINE & CALCULATED POINT
  - ADJACENT BOUNDARY LINE
  - RIGHT OF WAY LINE
  - CENTERLINE (AS DESCRIBED)
  - OVERHEAD POWER LINE
  - FIBER OPTIC LINE
  - WATER LINE
  - SEWER LINE
  - TELEPHONE LINE
  - ELECTRICAL LINE
  - CARRIED ISLAND W/ LANDSCAPING
  - TRING ISLAND
  - ASPHALT PAVEMENT

- C19 LIGHT POLE
- C20 GAS ASSEMBLY
- C21 TELEPHONE PERKAL
- C22 TELEPHONE PERKAL
- C23 DOWNSPOUT
- C24 CABLE TELEVISION
- C25 FIRE DEPARTMENT COUPLING
- C26 CLEANOUT
- C27 FRI HYDRANT
- C28 WATER METER
- C29 DRAINAGE MANHOLE
- C30 UTILITY POLE
- C31 ORANGE MANHOLE
- C32 CURB INLET
- C33 GROUND SIGN
- C34 GROUND SIGN
- C35 GROUND SIGN
- C36 GROUND SIGN
- C37 GROUND SIGN
- C38 GROUND SIGN
- C39 GROUND SIGN
- C40 GROUND SIGN

To: Eileen Lambert Partnership and First American Title Insurance Company  
 This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 North Carolina Professional Surveying Act and the 2021 North Carolina Professional Land Surveying Act. This Survey, fully authorized and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 of Item A thereof.

Date of Plat or Map: August 7, 2024

Richard B. Lowrey S.E.P.L.E. 18338



Attachment 2b:

Legal Description for Parcel  
352-11-00-099

**Property of Faison-Ashley Outparcel, LLC**

ALL that piece, parcel, or lot of land, and all improvements thereon, situate, lying and being formerly in St. Andrews Parish and now in the City of Charleston, Charleston County, South Carolina and being the Southeast corner of S.C. Highway No. 7 and the connecting Highway (Sumar Street) between S.C. Highway No. 7 and S.C. Highway No. 171, said lot measuring and containing and butting and bounding as follows:

BEGINNING at a point where the Southeasterly right-of-way of S.C. Highway No. 7 intersects the Southwesterly right-of-way line of a road (Sumar Street) connecting S.C. Highway No. 7 with S.C. Highway No. 171, and proceeding along the right-of-way of said road (Sumar Street) connecting S.C. Highway No. 7 with S.C. Highway No. 171, S70°050'E a distance of 122.25' to a point; thence proceeding S54°17'W a distance of 198.5' to a point; thence proceeding N35°43'W a distance of 100.00' to a point which lies on the Southeasterly right-of-way line of S.C. Highway No. 7; thence proceeding N54°17'E along the Southeasterly right-of-way of S.C. Highway No. 7 for a distance of 128.2' to the POINT OF BEGINNING.

SAID tract of land being designated by the letters E, F, G, and H, as shown on a plat made by Hilliard B. Good, dated December 20, 1958, and recorded in the ROD Office for Charleston County in Plat Book M, Page 13.

Together with all of Grantor's right, title and interest (but without warranty) in and to the following described property:

All that piece, parcel or lot of land, lying on the southeasterly side of Sam Rittenberg Boulevard (Highway 7), being more fully shown on a drawing entitled "ALTA/NSPS Land Title Survey showing TMS No. 352-11-00-099 containing 0.374 acres property of O'Hair Limited Partnership, located in the City of Charleston, Charleston County, South Carolina," dated July 7, 2106 and having the following metes and bounds to wit:

Beginning at a point on the southeasterly right-of-way of Sam Rittenberg Boulevard (Highway 7) being on the southerly right-of-way of Sumar Street, thence turning and running along the southerly right-of-way of Sumar Street S 75° 34' 28" E, a distance of 122.25' to a point, thence turning and running along the lands of Faison Ashley Landing, LLC S 49° 35' 12" W, a distance of 198.52' to a point, continue N 40° 27' 28" W, a distance of 99.69' to a point, said point being on the southeasterly right-of-way of Sam Rittenberg Boulevard (Highway 7), thence turning and running along the southeasterly right-of-way of Sam Rittenberg Boulevard (Highway 7) N 49° 28' 23" E, a distance of 128.20' to a point, said point being the point of beginning containing 0.374 acres more or less.

Attachment 1:

Applicant Affiliate Information  
(Question 7.d)

**Attachment to Non Responsible Party Application for Voluntary Cleanup Contract  
Ashley Landing (Edens), LLC**

- 7.d. Edens Investment Trust  
BREP Edens Investment Partners LP  
Knickerbocker Edens, LLC  
Edens Retail Investments LLC  
North Carolina Retirement System  
State of Wisconsin Investment Board  
Virginia Retirement System
-