

**VOLUNTARY CLEANUP CONTRACT  
25-8802-NRP**

**IN THE MATTER OF  
ENGEL BROTHERS FURNITURE, CHARLESTON COUNTY  
and  
CHICCO ASSOCIATES, LLC**

This Contract is entered into by the South Carolina Department of Environmental Services and Chicco Associates, LLC, with respect to the Property located at 423 King Street, Charleston, South Carolina. The Property includes approximately 0.32 acres identified by Tax Map Serial Number 460-16-02-044. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of January 17, 2025, and any amendments thereto, by Chicco Associates, 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. "Chicco" means Chicco Associates, LLC.
- B. "Beneficiaries" means Chicco'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 Chicco 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:

JFC Realty	Prior to 1963
Moses A. Bebergal, Louis B. and Herbert A. Engel	1963 to 1969
MAB Corporation	1969 to 1989
Louis B. and Herbert A. Engel	1989 to 1998
St. Matthews Lutheran Church	1998 to Present

- B. Property and Surrounding Areas: The Property is bounded generally to the north by a multi-story college dormitory known as "1 Warren" which includes two (2) ground level retail spaces along King Street which are currently occupied by Playa Bowls and Maccaro Coffee Shop; to the south by 415 King Street, which includes an off-street parking lot owned by St. Matthews Lutheran Church and a multi-story building housing Allure Beauty Salon, and Warby Parker (eyeglass store); to the east by King Street with dense mixed-use commercial such as stores, restaurants, hotels, and a municipal parking deck beyond; and to the west by a multi-unit residence at 9 Warren Street along with Maddison Row South (a bridal boutique)

at 8 Vanderhorst Street.

According to the Phase I Environmental Site Assessment performed by J. N. Pease Environmental Group, dated December 9, 2024, the Property is improved with an approximate 13,200-square-foot, single-story building which encompasses the majority of the Property. The building, which is currently vacant, includes a reception area, conference room, break room, approximately thirty-three (33) offices, and storage areas.

From the late 1800s through the 1950s, the eastern portion of the Property along King Street was improved with several buildings which were occupied by a variety of stores and businesses to include, but not limited to, a jeweler (late 1880s to 1920s), restaurants (1920s to 1950s), grocery store (1920s to 1930s), optometrist (1930s to 1950s), shoe/clothing store (1930s and 1940s), dentist (1930s to 1940s), barber shop (1940s to 1950s), tailor (1950s), and a children's furniture store (1950s). Sanborn Fire Insurance Maps confirm the western portion of the Property was occupied by portions of an "Iron Gasometer" from at least the late 1880s through the early 1900s. A gasometer (also termed gas holder) was a large cylindrical container/vessel used to store and regulate the distribution of "coal gas." During this time period, "coal gas" was used for illumination, cooking, and heating (similar to modern day propane). Additional information obtained about this gasometer indicates upon closure and dismantling of the facility (estimated between 1915 and 1925), a hole remained at this location with reported dimensions of 84-feet in diameter and a depth of 20-30 feet, which equates to a repository or small landfill which may have been used for uncontrolled waste disposal. The hole was reportedly filled by the South Carolina Power company over an extended period of time; however, there is no information to confirm what type of materials were used to fill the hole. The historical presence and operation of a gasometer facility on the Property represents a recognized environmental condition (REC) due to the uncertainty of exact facility operations, to include repair

and maintenance practices, coupled with the uncertainty surrounding landfilling activities. The existing building was constructed during the late 1960s and served as a furniture store and display room through the late 1990s. The furniture store initially operated as Abraham's Furniture, followed by Engel Brothers Furniture from the 1970s through the early 1990s. The current Property owner, St. Matthews Lutheran Church, acquired the Property in July 1998 at which time the building was reportedly used as unspecified office space. The Charleston Convention Bureau, to include various restaurant and tourism associations, occupied the building from approximately 2008 through early 2020.

- A. Applicant Identification: Chicco is a South Carolina limited liability company with its principal place of business located at 17 Lockwood Drive, Suite 400, Charleston, South Carolina 29401.
  
- B. Proposed Redevelopment: Chicco will acquire the Property and intends to convert the interior of the building from offices to retail space.

### CERTIFICATIONS

- 3. Chicco has certified upon application that: 1) Chicco 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. Chicco agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by Chicco, 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 Chicco, or its designee, in accordance with the schedule provided in the initial Work Plan. Chicco 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. Chicco 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, Chicco may seek an amendment of this Contract to clarify its further responsibilities. Chicco shall perform all actions required by this Contract, and any related actions of Chicco'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). Chicco 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);
      - i). 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).
  - 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 Chicco's consulting firm(s), analytical laboratories, and Chicco'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). Chicco 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 Chicco in writing of approvals or deficiencies in the Work Plan.
  - 8). Chicco, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
  - 9). Chicco 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). Chicco 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). Chicco 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. Chicco 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). Chicco 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 its contents to the environment, Chicco shall expeditiously stabilize or remove the Segregated Source from the Property.
- 3). Chicco shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization, or removal actions. Chicco shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). Chicco 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). Chicco 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 Chicco, of the well owner or an occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). Chicco shall collect and analyze soil samples across the Property in accordance with Department approved Work Plans.
- 2). Unless otherwise specified in a Department approved Work Plan, a surface soil sample (0-1 foot below ground surface) and subsurface soil sample (2-foot minimum depth) shall be collected from each soil sample location.
- 3). Unless otherwise specified in the Department approved Work Plan, 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, a limited number of surface and subsurface soil samples collected from locations to be approved by the Department shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
- 4). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.
- 5). 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). Chicco shall assess groundwater quality and flow direction across the Property in accordance with Department approved Work Plans.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, TCL-VOCs, and TCL-SVOCs. In addition, a limited number of

groundwater samples from locations to be approved by the Department shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.

- 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). Chicco 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 commercial exposures consistent with the building construction on the Property.
- 2). If the Department requires a vapor intrusion assessment, Chicco shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.
  - a). For existing buildings, Chicco's evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of indoor air, soil gas, and sub-slab soil gas samples over areas potentially subject to vapor intrusion. Assessment activities shall also include evaluation of other factors that may affect vapor intrusion as discussed in the Vapor Intrusion Technical Guide.
  - b). Indoor air and sub-slab soil gas samples shall be collected from within the building during a minimum of two (2) separate sampling events approximately six (6) months apart. One sampling event shall be in the

winter. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events.

- c). All indoor air, soil gas, and sub-slab soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting 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, and using appropriate attenuation factors for soil gas and sub-slab soil gas.
  - d). Indoor air quality results shall be compared to the current EPA RSL Resident Air and Industrial Air Screening Levels. The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.
  - e). Soil gas and sub-slab soil gas sampling results 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 for the proposed use of the Property. Comparison criteria shall be 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, Chicco shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, Chicco 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 Chicco 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). Chicco 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). Chicco 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, Chicco shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.H.2 below. Chicco 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). Chicco shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. Chicco 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, Chicco 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). Chicco 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, Chicco 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, Chicco 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, Chicco 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). Chicco 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). Chicco 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. Chicco 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). Chicco 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 Chicco.

## PUBLIC PARTICIPATION

6. Chicco 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 Chicco.
  - B. Chicco 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 Chicco Associates, LLC under Voluntary Cleanup Contract 25-8802-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 Chicco. 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). Chicco 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). Chicco agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). Chicco 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, Chicco 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. Chicco 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. Chicco 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. Chicco shall implement the interim measures in accordance with a Department-approved plan.

### DECLARATION OF COVENANTS AND RESTRICTIONS

- 9. Chicco or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property if Contamination exceeds levels acceptable for unrestricted use after completing the response actions pursuant to this Contract, or if otherwise required per Paragraph 4.H of this Contract. Contaminant levels acceptable for unrestricted use shall be the Screening Levels for Resident Soil as specified in the EPA RSLs for soil, and the primary MCL standards for groundwater in the State Primary Drinking Water Regulations, S.C. Code Ann. Regs. 61-58. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to Chicco. An authorized representative of Chicco 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. Chicco or its Beneficiaries shall record the executed Declaration with the Register of Deeds for the county where the Property is located.

- C. Chicco 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, Chicco 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 Chicco or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
  - 1). Chicco or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
  - 2). Chicco 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 Chicco 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. Chicco 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:

Jerry Stamps  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201

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

Michael R. Bennett  
Chicco Associates, LLC  
17 Lockwood Drive, Suite 400  
Charleston, South Carolina 29401

#### FINANCIAL REIMBURSEMENT

11. Chicco shall reimburse the Department as set forth below.

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

Michael R. Bennett  
Chicco Associates, LLC  
17 Lockwood Drive, Suite 400  
Charleston, South Carolina 29401

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

- A. Chicco 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 Chicco 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 Chicco 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 Chicco or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

#### ECONOMIC BENEFITS REPORTING

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

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

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

#### CONTRACT TERMINATION

16. Chicco, 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 Chicco 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 Chicco'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 Chicco or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by Chicco or its Beneficiaries;
  - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
  - 6). Failure by Chicco 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 Chicco or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the Property as determined by the Department upon consideration of Chicco's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should Chicco 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 Chicco 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 Chicco 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. Chicco 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 Chicco and its Beneficiaries for Existing Contamination but not for any Contamination, releases, and consequences caused or contributed by Chicco 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 Chicco or its Beneficiaries. The Department retains all rights under State and Federal laws to compel Chicco and its Beneficiaries to perform or pay for response activity for any Contamination, releases, and consequences caused or contributed by Chicco 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 Chicco and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Chicco 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 CHICCO

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

#### BURDEN OF PROOF

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

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

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

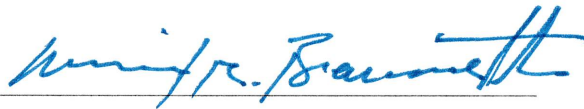
DATE:

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

**CHICCO ASSOCIATES, LLC**

BY:

DATE:



2/24/2025

Michael R. Bennett, Member  
Printed Name and Title

# APPENDIX A

Application for Non Responsible Party Voluntary Cleanup Contract

Chicco Associates, LLC

January 17, 2025



# Non Responsible Party Application for Voluntary Cleanup Contract

### I. Applicant Information

1. Applicant is a:  Single Entity  Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type:  Private Individual /Sole Proprietorship  For-profit Business (Corp., Partnership, etc.)  Tax-Exempt Trust/ Corporation/ Organization  Government / Other Public Funded Entity

3. Applicant's Legal Name Chicco Associates, LLC

#### 4. Contract Signatures for this Applicant

##### a. Authorized Signatory

<u>Michael R. Bennett</u>	<u>Member</u>	<u>kbrown@bennethospitality.com</u>
Name	Title	Email
<u>17 Lockwood Drive, Suite 400</u>	<u>843-722-8169</u>	
Address	Phone1	Phone2
<u>Charleston</u>	<u>SC</u>	<u>29401</u>
City	State	Zip

##### b. Other Signatories None

Name	Title	Phone	Email	Signature Required On Contract?
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>

#### 5. Physical Location of Applicant's Headquarters

<u>17 Lockwood Drive</u>	<u>400</u>
Street address	Suite Number
<u>Charleston</u>	<u>SC</u>
City	State
	<u>29401</u>
	Zip

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

<u>Contact person (if different from Authorized Signatory)</u>	<u>Title</u>
<u>Street Number or PO Box</u>	<u>Phone1</u>
<u>City</u>	<u>State</u>
<u>State</u>	<u>Zip</u>
<u>Zip</u>	<u>Email</u>

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

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

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

Attach additional pages if needed.

Name	Name
<u>Michael R. Bennett</u>	

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

d. If yes, identify all affiliations: Chicco Associates Management, Inc.

#### 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

Michael R. Bennett

Authorized Signatory

Co Signatories

RECEIVED

JAN 17 2025

SITE ASSESSMENT, REMEDIATION, & REVITALIZATION



**II. Property Information**

9. Location

a. Physical Address 423 King Street, Charleston, SC

b. County Charleston Zip Code 29403

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

\_\_\_\_\_  
\_\_\_\_\_

11. Total Size of Property Covered by this Contract .32 Acres

12. How many parcels comprise the Property? 1

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.

15. Parcel Information <i>Complete the information below for each Parcel (attach additional sheets if needed)</i>	
<p>a. Tax Map Parcel# <u>460-16-02-044</u></p> <p>b. Acreage <u>.32</u></p> <p>c. Current Owner <u>St. Mathews Lutheran Ch</u></p> <p>d. Owner Mailing Address <u>405 King Street</u> <u>Charleston, SC 29403</u></p> <p>e. Contact Person for Access <u>Charles Carmody</u></p> <p>f. Access Person's Phone # <u>843-514-111</u></p> <p>g. Is Parcel Currently Vacant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? (check all that apply)  <input type="checkbox"/> None  <input type="checkbox"/> Demolished/Ruins  <input type="checkbox"/> Intact, To be demolished  <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations  <input type="checkbox"/> Never Operated on the parcel  <input checked="" type="checkbox"/> Not operating since _____  <span style="margin-left: 100px;">(approx date)</span>  <input type="checkbox"/> In operation: nature of the business _____</p>	<p>a. Tax Map Parcel# _____</p> <p>b. Acreage _____</p> <p>c. Current Owner _____</p> <p>d. Owner Mailing Address _____</p> <p>e. Contact Person for Access _____</p> <p>f. Access Person's Phone # _____</p> <p>g. Is Parcel Currently Vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? (check all that apply)  <input type="checkbox"/> None  <input type="checkbox"/> Demolished/Ruins  <input type="checkbox"/> Intact, To be demolished  <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations  <input type="checkbox"/> Never Operated on the parcel  <input type="checkbox"/> Not operating since _____  <span style="margin-left: 100px;">(approx date)</span>  <input type="checkbox"/> In operation: nature of the business _____</p>
<p>a. Tax Map Parcel# _____</p> <p>b. Acreage _____</p> <p>c. Current Owner _____</p> <p>d. Owner Mailing Address _____</p> <p>e. Contact Person for Access _____</p> <p>f. Access Person's Phone # _____</p> <p>g. Is Parcel Currently Vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? (check all that apply)  <input type="checkbox"/> None  <input type="checkbox"/> Demolished/Ruins  <input type="checkbox"/> Intact, To be demolished  <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations  <input type="checkbox"/> Never Operated on the parcel  <input type="checkbox"/> Not operating since _____  <span style="margin-left: 100px;">(approx date)</span>  <input type="checkbox"/> In operation: nature of the business _____</p>	<p>a. Tax Map Parcel# _____</p> <p>b. Acreage _____</p> <p>c. Current Owner _____</p> <p>d. Owner Mailing Address _____</p> <p>e. Contact Person for Access _____</p> <p>f. Access Person's Phone # _____</p> <p>g. Is Parcel Currently Vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? (check all that apply)  <input type="checkbox"/> None  <input type="checkbox"/> Demolished/Ruins  <input type="checkbox"/> Intact, To be demolished  <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations  <input type="checkbox"/> Never Operated on the parcel  <input type="checkbox"/> Not operating since _____  <span style="margin-left: 100px;">(approx date)</span>  <input type="checkbox"/> In operation: nature of the business _____</p>
<p>a. Tax Map Parcel# _____</p> <p>b. Acreage _____</p> <p>c. Current Owner _____</p> <p>d. Owner Mailing Address _____</p> <p>e. Contact Person for Access _____</p> <p>f. Access Person's Phone # _____</p> <p>g. Is Parcel Currently Vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? (check all that apply)  <input type="checkbox"/> None  <input type="checkbox"/> Demolished/Ruins  <input type="checkbox"/> Intact, To be demolished  <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations  <input type="checkbox"/> Never Operated on the parcel  <input type="checkbox"/> Not operating since _____  <span style="margin-left: 100px;">(approx date)</span>  <input type="checkbox"/> In operation: nature of the business _____</p>	<p>a. Tax Map Parcel# _____</p> <p>b. Acreage _____</p> <p>c. Current Owner _____</p> <p>d. Owner Mailing Address _____</p> <p>e. Contact Person for Access _____</p> <p>f. Access Person's Phone # _____</p> <p>g. Is Parcel Currently Vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>h. Buildings on the parcel? (check all that apply)  <input type="checkbox"/> None  <input type="checkbox"/> Demolished/Ruins  <input type="checkbox"/> Intact, To be demolished  <input type="checkbox"/> Intact, To be re-used</p> <p>i. Business/facility operations  <input type="checkbox"/> Never Operated on the parcel  <input type="checkbox"/> Not operating since _____  <span style="margin-left: 100px;">(approx date)</span>  <input type="checkbox"/> In operation: nature of the business _____</p>

**III. Property Redevelopment**

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

Conversion of Interior Space from Office to Retail

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

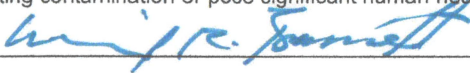
19. Projected Increase to the Tax Base as a result of this redevelopment: \$ TBD

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 TO BE DETERMINED

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 03/ /10 /2025

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

J.N. Pease Environmental Group, LLC (JPEG)

Company				
P.O.Box 451	Mt. Pleasant	SC	29465	
Address		City	State	Zip
James Pease	REM # 10923	843-345-4765		jpegllc@comcas
Project Contact1	S.C PE/PG Reg. #	Phone1	Phone 2	email
Project Contact 2	S.C PE/PG Reg. #	Phone1	Phone 2	email

24. Legal Counsel (Optional)

Womble Bond Dickinson

Firm

James Wilson

843-720-4640

Attorney

Phone1

Phone 2

5 Exchange Street

Charleston

SC

29401

james.wilson@wbd-us.1

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 JPEG

(Name of Environmental Firm)

Older report updated in the past six months by

(Name of Environmental Firm)

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

The Applicant is not aware of any environmental testing on the property

The Applicant believes the Department already has all environmental data in its files on:

(Site Name)

The Following reports are attached:

Report Date

Report Name

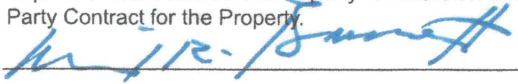
Environmental Firm

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

Enclosed with this Application as an Attachment

Will be submitted along with (or before) the signed contract

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



Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	<input type="checkbox"/> Y <input type="checkbox"/> N	
Assigned File Number		
Assigned Contract Number		

Legal Description – TMS # 460-16-02-044 (417 ½, 419, 421, 423 King Street)

ALL that lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being on the West side of King Street, between Vanderhorst Street and Warren Street, in the City of Charleston, County of Charleston, State of South Carolina, and known and designated as Nos. 417 ½, 419 and 421 King Street, in the present numbering system of the City of Charleston and being more particularly shown and designated by the letters "A", "B", "C", "D", "E", "A", on a plat bearing the legend "Plat of Nos 417 ½, 419 and 421 King Street, in Charleston, South Carolina" by Joseph Needle, E.E., dated March 28, 1963, which plat is recorded in the RMC Office for Charleston County in Plat Book Q at Page 006.

Measuring and containing as follows: beginning at a point "A" which is located Ninety-nine and 5/10ths (99.5') feet South of Warren Street in a Southerly direction to point "B" Fifty-nine and 8/10ths (59.8') feet, thence in a Westerly direction to point "C" Seventy-four and 5/10ths (74.5') feet, thence in a North Westerly direction to point "D" Ninety-four (94') feet, thence in a North Westerly direction to point "E" Fifty and 2/10ths (50.2') feet, thence in an Easterly direction to point "A" One Hundred Sixty-four (164') feet.

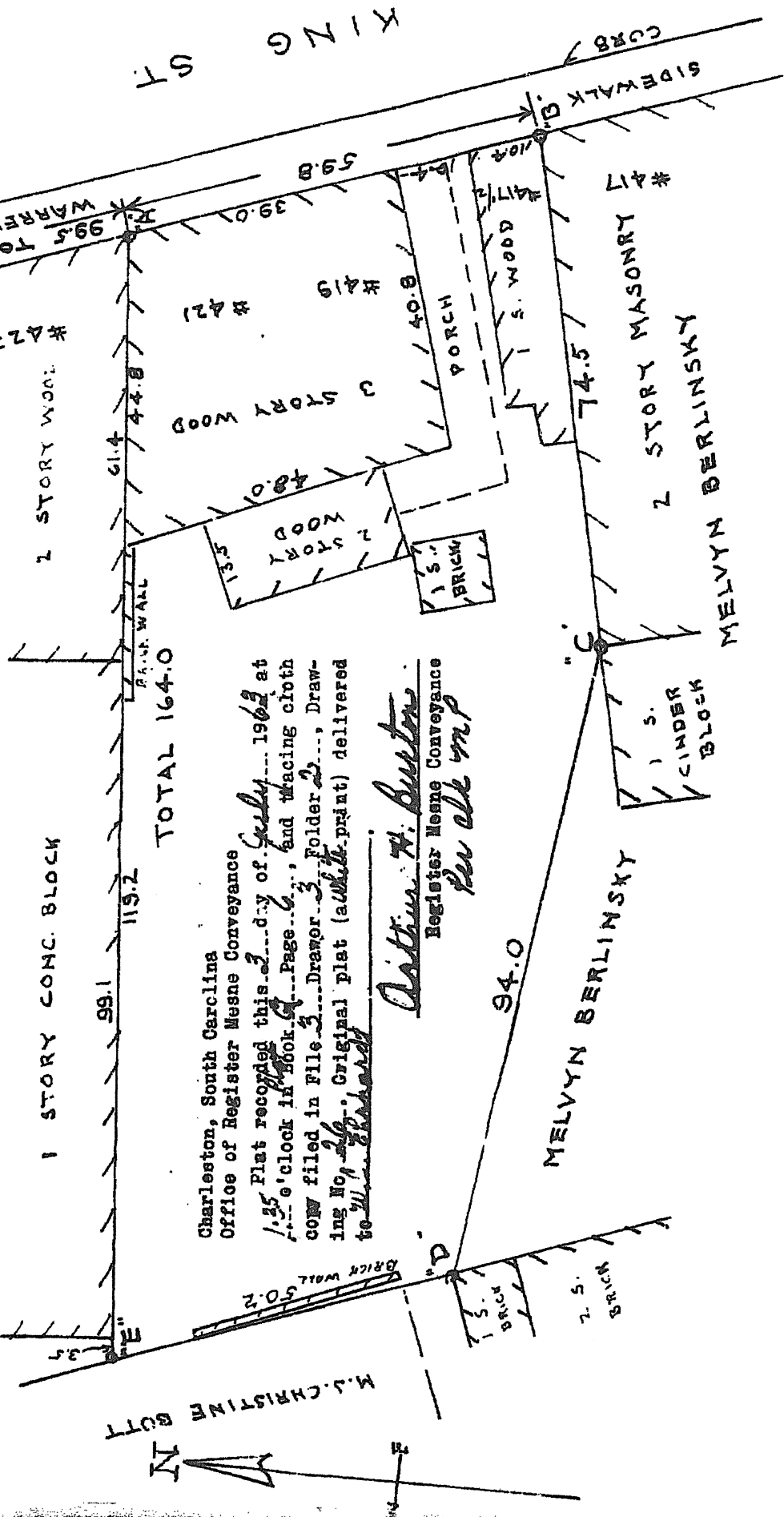
Butting and bounding to the North on property now or formerly of Edith Toporek, to the East of King Street; to the South on property now or formerly of Melvyn Berlinsky and to the West on property now or formerly of M.J. Christine Butt.

ALSO

ALL that lot, piece or parcel of land, with the buildings thereon, situate, lying and being on the West side of King Street, in the City of Charleston, State of South Carolina, known as No. 423 King Street, as shown on a plat of same made by Joseph Needle, Surveyor, dated September 10, 1963, which plat is recorded in the RMC Office for Charleston County on September 27, 1963 in Plat Book Q at Page 026. Said lot having such size, shape, dimensions, buttings and boundings, more or less, as will by reference to said plat more fully and at large appear.

EDITH TOPOREK

BOOK B 77 PAGE 129



Charleston, South Carolina  
 Office of Register Meane Conveyance

1.35 Plat recorded this 23<sup>rd</sup> day of July 1962 at  
 1:35 o'clock in Book 77 Page 129, and tracing cloth  
 copy filed in File 2 Folder 2, Drawing  
No. 26, Original plat (submit print) delivered  
to Wm. G. B. ...

*William H. Buxton*  
 Register Meane Conveyance  
 Per alle m.p.

PLAT OF #417 1/2, #419, AND #421 KING STREET IN CHARLESTON S.C.  
 LETTERED "A-B-C-D-E-A". SURVEYED ACCORDING TO PRESENT LINES OF  
 OCCUPATION AND PLATS AND DEEDS OF RECORD. SEE PLAT IN BOOK L-43 PAGE 385.  
 ABOUT TO BE CONVEYED BY EDGAR A. COHEN TO THE J.F.C. REALTY COMPANY.  
 SCALE 1"=20'  
 MARCH 28, 1963  
 BY *Joseph A. Feedle* C.E.

Charleston, South Carolina  
Office of Register Meane Conveyance  
Plat received this 27 day of Sept 1963 at  
10:55 o'clock in Book 77 Page 232 and tracing cloth  
copy filed in File 3 Drawer 3 folder 25. Drawing  
No 27 Original plat (a white print) delivered  
to Shaw & Ackerman

Arthur H Burton  
Register Meane Conveyance  
per ell mp  
J F C REALTY CO

3 STORY BRICK

1629

1 STORY CONC BLOCK

18 N  
18 S  
CONC  
BLOCK

FENCE

992

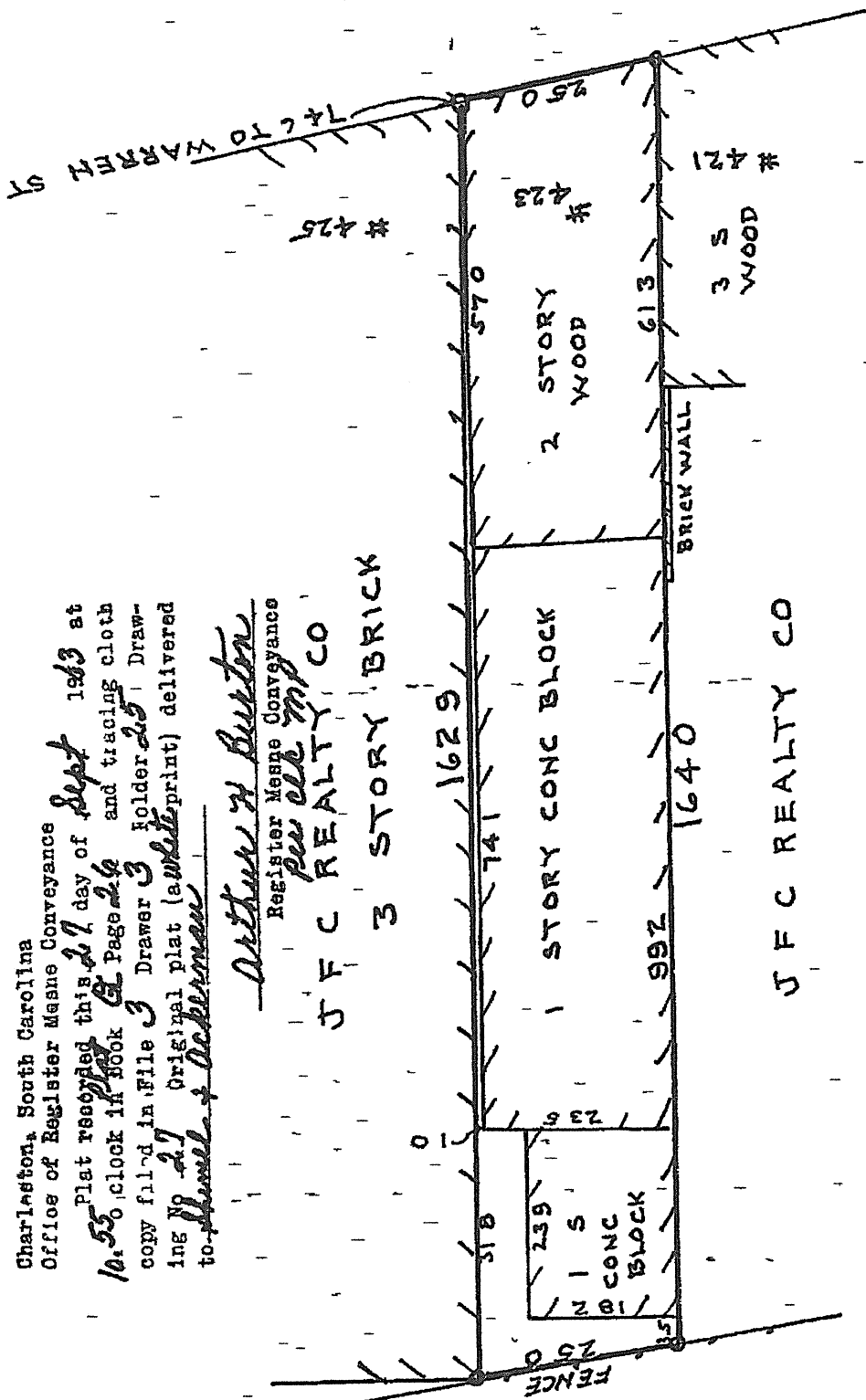
1640

J F C REALTY CO

2 STORY  
WOOD

BRICK WALL

3 S  
WOOD



PLAT OF #423 KING STREET IN CHARLESTON SC LOCATED ON THE WEST  
SIDE OF KING STREET BETWEEN WARREN AND VANDERHORST STREETS SEE PLAT BOOK E PAGE 125  
ABOUT TO BE CONVEYED BY EDITH TOPOREK TO MOSES A BEBERGAL, LOUIS B ENGEL AND  
HERBERT A ENGEL SCALE 1"=20 SEPT 10, 1963 BY Joseph A Feederle CE