VOLUNTARY CLEANUP CONTRACT 24-7807-NRP

IN THE MATTER OF FORMER PANTRY #3232, HORRY COUNTY and J.R. HOLDINGS GROUP, LLC.

This Contract is entered into by the South Carolina Department of Environmental Services and J.R. Holdings Group, LLC with respect to the Property located at 2590 Glenns Bay Road, Surfside Beach, South Carolina. The Property includes approximately 1.06 acres identified by Tax Map Serial Number 1910001163. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of April 15, 2024, and any amendments thereto, by, which is incorporated into this Contract and attached as Appendix A.

<u>AUTHORITY</u>

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.

VCC 24-7807-NRP J.R. Holdings Group, LLC File #59910 Page 1 of 29 A. "J.R. Holdings" means J.R. Holdings Group, LLC.

B. "Beneficiaries" means J.R. Holdings' 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 J.R. Holdings 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

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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:

Nelson L. Hardwick March 1987 to April 1987

Dilmar Oil Company, Inc. April 1987 to Dec. 2014

Dilmar Holdings, Inc. December 2014

Dilmar Investments, Inc. Dec. 2014 to Present

B. <u>Property and Surrounding Areas</u>: The Property is bounded generally to the north

by Island Bar & Grill, Happy Glass Co., K Nails Spa, Liberty Tax Service, Jarad

Salon, Swan Cleaners, China Apple, Food Lion, Anthony's Pizza Pan Pasta; to the

east by a small pond; to the south by Glenns Bay Road and a Circle K Gas Station

beyond; and to the west by U. S. Highway 17.

The Property consists of the former building footprint, asphalt pavement and light

landscaping. The total area of the parcel is 1.06 acres.

VCC 24-7807-NRP J.R. Holdings Group, LLC The Property is identified as Pantry #3232 a former gas station. The gas station ceased operations in 2013. Four (4) underground storage tanks (UST) - two (2) 10,000-gallon gasoline UST, one (1) 8,000-gallon diesel UST and one (1) 3,000-

gallon kerosene UST - were abandoned by removal in 2013.

C. <u>Investigations / Reports</u>; <u>Regulatory Issues</u>: The Property operated as a Circle K

gas station from 1989 to 2013. Various phases of environmental assessment have

been conducted by the Department's UST Program on the Property, including

monitoring well installation and groundwater monitoring. Free phase product was

detected during recent quarterly groundwater sampling in MW-3 (destroyed). The

latest sampling event was followed by Aggressive Fluid and Vapor Recovery

(AFVR) and soil excavation in the most impacted area. Approximately 360 tons of

non-hazardous, petroleum-impacted soils were removed. The excavation was

backfilled with remediation substrate (Oxygen Release Compound), filter fabric

and stone. The final grade was achieved with a silty sand and gravel mixture. The

Department's UST Program plans to re-install MW-3 and continue quarterly

groundwater sampling starting in April 2024.

D. Applicant Identification: J.R. Holdings is a North Carolina corporation with its

principal place of business located at 100 Magnolia Road, Suite 200, Pinehurst,

NC 29374.

E. <u>Proposed Redevelopment</u>: J.R. Holdings will acquire the property and intends to

redevelop it with a restaurant with drive-through service, general commercial,

office and/or retail spaces.

<u>CERTIFICATIONS</u>

3. J.R. Holdings has certified upon application that: 1) J.R. Holdings 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

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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. J.R. Holdings agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by J.R. Holdings 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 J.R. Holdings or its designee, in accordance with the schedule provided in the initial Work Plan. J.R. Holdings 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. J.R. Holdings 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, J.R. Holdings may seek an amendment of this Contract to clarify its further responsibilities. J.R. Holdings shall perform all actions required by this Contract, and any related actions of J.R. Holdings's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 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). J.R. Holdings 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 Plans 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
 - 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:
 - 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 J.R. Holdings' consulting firm(s), analytical laboratories, and J.R. Holdings' 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). J.R. Holdings 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 J.R. Holdings, in writing, of approvals or deficiencies in the Work Plan.
- 8). J.R. Holdings or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- J.R. Holdings 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). J.R. Holdings 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). J.R. Holdings 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. J.R. Holdings 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

- 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. <u>Assess Waste Materials and Segregated Sources:</u>

- J.R. Holdings 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.
- Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, J.R. Holdings shall expeditiously stabilize or remove the Segregated Source from the Property.
- 3). J.R. Holdings shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization, or removal

actions. J.R. Holdings shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- J.R. Holdings 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). J.R. Holdings 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 J.R. HOLDINGS, of the well owner or an occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). J.R. Holdings shall collect and analyze a minimum of eight (8) soil samples from four locations on the Property. J.R. Holdings shall collect one (1) surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2-foot minimum depth) from the following locations: near the former dispenser areas (one, at each), near the septic system, and along the northwest side of the former building.
- 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. A minimum of one (1) surface and one (1) subsurface sample in closest proximity of the excavated area (March 8, 2024, Corrective Action Report by Atlas) 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). J.R. Holdings shall assess groundwater quality. Assessment shall include samples from existing monitoring wells MW- 2, -5, and -7R.
- Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, TCL-VOCs, and TCL-SVOCs. In addition, MW-7R sample shall be analyzed for the full EPA-TAL (includes cyanide) with chromium speciation to analyze for hexavalent chromium, and EPA-TCL.
- 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. Institute reasonable Contamination control measures:

- J.R. Holdings 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). J.R. Holdings 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, J.R.

- Holdings shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.1.2 below. J.R. Holdings 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). J.R. Holdings shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. J.R. Holdings 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, J.R. Holdings 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 humanhealth risk-based exposure standards with plausibly complete routes of exposure. Known media that require Corrective Measures include, but may not be limited to, the following: Soil contamination, soil vapor contamination, and groundwater contamination that are known at the time the Contract is written, and that will require corrective measures OR land use restrictions.
 - b). J.R. Holdings 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, J.R. Holdings 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, J.R. Holdings 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, J.R. Holdings 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.

H. Monitor and/or abandon the monitoring wells:

- 1). J.R. Holdings shall provide the UST Program with results of the groundwater sampling conducted pursuant to Paragraph 4.F of this Contract.
- 2) If groundwater sampling conducted pursuant to Paragraph 4.F of this Contract identifies Contamination, other than constituents of petroleum and petroleum products, in excess of MCLs, J.R. Holdings shall implement a groundwater-monitoring program, if required, based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 3) The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 4) J.R. Holdings 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

4. J.R. Holdings 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). J.R. Holdings 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 the implementation of the Health and Safety Plan by J.R. Holdings.

PUBLIC PARTICIPATION

5. J.R. Holdings 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 J.R. Holdings.

B. J.R. Holdings 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 the J.R. Holdings under

Voluntary Cleanup Contract 24-7807-NRP with the South Carolina

Department of Environmental Control." The sign(s) shall provide a brief

description of the scope of activities under the Contract, and contact

information, including telephone number and address, for a representative of

J.R. Holdings 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.

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- 3). J.R. Holdings 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). J.R. Hpldings agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). J.R. Holdings 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, J.R. Holdings 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. J.R. Holdings 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 90 days of Work Plan approval 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;
 - 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. J.R. Holdings 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.

J.R. Holdings shall implement the interim measures in accordance with a

Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. J.R. Holdings or its Beneficiaries shall enter, and record, a Declaration of Covenants

and Restrictions (Declaration) for the Property to prohibit the use of groundwater

beneath the Property for any purpose without prior written approval from the

Department or its successor agency. Additional restrictions may be required if

Contamination exceeds levels acceptable for unrestricted use after completing the

response actions pursuant to this Contract and as may be required per Paragraph 4.1

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 J.R.

Holdings. An authorized representative of J.R. Holdings 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. J.R. Holdings or its Beneficiaries shall record the executed Declaration with the

Register of Deeds for the county where the Property is located.

VCC 24-7807-NRP J.R. Holdings Group, LLC C. J.R. Holdings 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, J.R.

Holdings 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 J.R. Holdings or

its Beneficiaries that may be transferred to another single individual or entity for

purposes of compliance monitoring.

1). J.R. Holdings or its Beneficiaries shall ensure that the restrictions established

by the Declaration remain on any subdivided property.

2). J.R. Holdings 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 J.R. Holdings 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

VCC 24-7807-NRP J.R. Holdings Group, LLC File #59910 authorized representatives and all persons performing response actions on the Property under the Department's oversight.

- H.J.R. Holdings or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st 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 as shown on the receipt; 3) commercial delivery service company

by which notice shall be deemed to occur 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:

Konstantine Akhvlediani
Bureau Land & Waste Management
2600 Bull Street
Columbia, SC 29201

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

Neil Robinette
J.R. Holdings Group,LLC
100 Magnolia Road, Suite 200
Pinehurst, NC 29374

FINANCIAL REIMBURSEMENT

11. J.R. Holdings or its Beneficiaries shall reimburse the Department as set forth below.

A. J.R. Holdings 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 J.R. Holdings on a quarterly basis. The Department reserves the

right to reinstate billing for oversight costs upon thirty (30) days' notice to J.R. HOLDINGS.

Neil Robinette

J.R. Holdings Group, LLC

100 Magnolia Street, Suite 200

Pinehurst NC 29374

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

A. J.R. Holdings 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

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- 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 J.R. Holdings 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 J.R. Holdings 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 J.R. Holdings or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. J.R. Holdings 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. J.R. Holdings 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, J.R. Holdings, 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. J.R. Holdings 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. J.R. Holdings 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, J.R. Holdings 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, J.R. Holdings 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.
 - 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 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. J.R. Holdings, 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 J.R. Holdings 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;
 - Change in J.R. Holdings' 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 J.R. Holdings or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by J.R. Holdings or its

Beneficiaries:

5). Knowingly providing the Department with false or incomplete information or

knowing failure to disclose material information;

6). Failure by J.R. Holdings 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 J.R. Holdings or its Beneficiaries to make material progress toward

the expansion, redevelopment, or reuse of the property as determined by the

Department upon consideration of J.R. Holdings' or its Beneficiaries'

marketing efforts, regional economic conditions, and other pertinent

information on the Property.

B. Should J.R. Holdings 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 J.R. Holdings 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 J.R.

Holdings 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.

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

VCC 24-7807-NRP J.R. Holdings Group, LLC 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.

17. ENTITLEMENT OF PROTECTIONS AND BENEFITS

J.R. Holdings 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 J.R. Holdings and its Beneficiaries for Existing Contamination but not for any Contamination, releases, and consequences caused or contributed by J.R. Holdings 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 J.R. Holdings or its Beneficiaries. The Department retains all rights under State and Federal laws to compel J.R. Holdings

and its Beneficiaries to perform or pay for response activity for any Contamination, releases, and consequences caused or contributed by J.R. Holdings 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 J.R. Holdings and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than J.R. Holdings 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 J. R. HOLDINGS

19. J.R. Holdings 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. J.R. Holdings 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, J.R. HOLDINGS and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. J.R. Holdings and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by J.R. Holdings or its Beneficiaries. J.R. Holdings and its Beneficiaries shall give 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.

<u>LIMITATION OF CLAIMS BY J.R. HOLDINGS AND ITS BENEFICIARIES</u>

21. In consideration of the protections from the Department under this Contract, J.R. Holdings 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.

The rest of the page is intentionally 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 Blalo Bureau	ck, Ch		and	Waste	-				
	Managen		Land	anu	vvasie					
						DATE:				
	Reviewed	d by O	ffice of G	Seneral	Counsel	-				
			J .l	R. HOL	DINGS GI	ROUP, LLC				
BY:	Ull	1	nel	26		DATE:	April	2 3	2025	
						_				
	Neil	Ro	binet	ke;	monage	ing Mube	of Re	ob'neHe	Partners	,LLC,
	Printed N	lame a	and Title		Sole N	umber of	J.L. L	toldings	Grow,	LLC

APPENDIX A

Application for Non Responsible Party Voluntary Cleanup Contract
J.R. Holdings Group, LLC
April 22, 2025

APPENDIX A

Application for Non Responsible Party Voluntary Cleanup Contract
J.R. Holdings Group, LLC
April 15, 2025

SCANNED



Non Responsible Party Application for Voluntary Cleanup Contract

I. 1.					ust complete ite	ems 1-8)	Government / Other	
2.	Proprietorship (Corp., Partnership, etc.) Corporation/ Organization Public Funded Entity							
3. 4.	Applicant's Legal Name J.R. Holdings Group, LLC Contract Signatures for this Applicant							
4.	a. Authorized Signatory							
	Neil Robinette, Managing Member of Rob	inette Partner		Sole Mer	mber of Applica		e@cfsmithpg.com	
	Name 100 Magnolia Road, Suite 200		Title 910-	417-7550	9	Email 10-997-2544		
	Address		Phone			none2		
	Pinehurst		NC State			29374 Zip		
	b. Other Signatories None		Otate					
	Name	Γitle	Phone	9		Email	Signature Required On Contract?	
	Ivairie	1100	() -				
			() -				
				\			Parameter Control Cont	
			() -				
5.	Physical Location of Applicant's Headquar	ters						
	same as above				Suite	Number		
	Street address				Suite	Number		
	City		State			Zip		
6.	Mailing address: Same as Authoriz	ed Signatory	Got	o questior	17			
	Contact person (if different from Authorized Sig	gnatory)			Ti	tle		
	Street Number or PO Box	Phone	1			Phone 2		
	City	ate		Zip		Email		
7.	Company Structure Information Not-appa. Company is Incorporated/ Organized/ Fb. List all principals, officers, directors, co	Registered in	North C eholders	arolina , or other	owners with >		ereFIVE	
			and the same of th	***************************************		SITE	ASSESSMENT,	
							MEDIATION, & VITALIZATION	
	c. Is the applicant a subsidiary, parent of	r affiliate of an	y other	business	organization n	ot otherwise iden	tified on this form?	
	d. If yes, identify all affiliations:						-	
8.	Non-Responsible Party Certification	erson or entit	v identif	ied anywh	nere above:			
	1 Is a current owner of the property	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 site3. Is a parent, successor, or subsidiary of4. Has had any involvement with the pro-	of any Respon	sible Pa ast othe	arty or owi	ner of the prop	erty ed in anticipation	of participation in the	
	Voluptary Cleapup Brogram							
_	Authorized Signatory					Co Signa	tories	
	Authorized Signatory		D3 5 D3 10	COLIE	ATTILANDE		TAL CONTROL	

DHEC2956 (04/2015)

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL



11, 1	Property Information
9.	Location
	a. Physical Address 2590 Glenns Bay Road, Surfside Beach
	b. County Horry Zip Code 29575
	a C/ Bronactivis outside any municipal boundaries Property is inside the municipal limits of
10.	List any Companies or Site names by which the Property is known Pantry #3232
	Kangaroo Express
11.	Total Size of Property Covered by this Contract Approx. 1.06 Acres
	How many parcels comprise the Property? one
	Current Zoning (general description) HC - Highway Commercial
14.	 a. Does the property have any above- or below-ground storage tanks? Yes No b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)						
a. Tax Map Parcel#b. Acreagec. Current Ownerd. Owner Mailing Address	Approx. 1.06 Dilmar Investments, Inc. 1951 W. Darlington St. Florence, SC 29501	a. Tax Map Parcel#b. Acreagec. Current Ownerd. Owner Mailing Address				
e. Contact Person for Access f. Access Person's Phone # g. Is Parcel CurrentlyVacant? h. Buildings on the parcel? (check all that apply) i. Business/facility operations	Zach Von Rupp 910-774-3513 Yes No None Demolished/Ruins Intact, To be demolished Intact, To be re-used Never Operated on the parcel Not operating since 2013 (approx date) In operation: nature of the business	h. Buildings on the parcel? (check all that apply) i. Business/facility operations	Yes No None Demolished/Ruins Intact, To be demolished Intact, To be re-used Never Operated on the parcel Not operating since (approx date) In operation: nature of the business			
a. Tax Map Parcel#b. Acreagec. Current Ownerd. Owner Mailing Address		a. Tax Map Parcel# b. Acreage c. Current Owner d. Owner Mailing Address				
e. Contact Person for Access f. Access Person's Phone # g. Is Parcel CurrentlyVacant? h. Buildings on the parcel? (check all that apply) i. Business/facility operations	Yes No None Demolished/Ruins Intact, To be demolished Intact, To be re-used Never Operated on the parcel Not operating since (approx date) In operation: nature of the	e. Contact Person for Access f. Access Person's Phone # g. Is Parcel CurrentlyVacant? h. Buildings on the parcel? (check all that apply) i. Business/facility operations	Yes No None Demolished/Ruins Intact, To be demolished Intact, To be re-used 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		a. Tax Map Parcel# b. Acreage c. Current Owner d. Owner Mailing Address				
e. Contact Person for Access f. Access Person's Phone # g. Is Parcel CurrentlyVacant? h. Buildings on the parcel? (check all that apply) i. Business/facility operations	☐ Not operating since (approx date)	e. Contact Person for Access f. Access Person's Phone # g. Is Parcel CurrentlyVacant? h. Buildings on the parcel? (check all that apply) i. Business/facility operations	☐ Yes ☐ No ☐ None ☐ Demolished/Ruins ☐ Intact, To be demolished ☐ Intact, To be re-used			
	In operation: nature of the business		business			

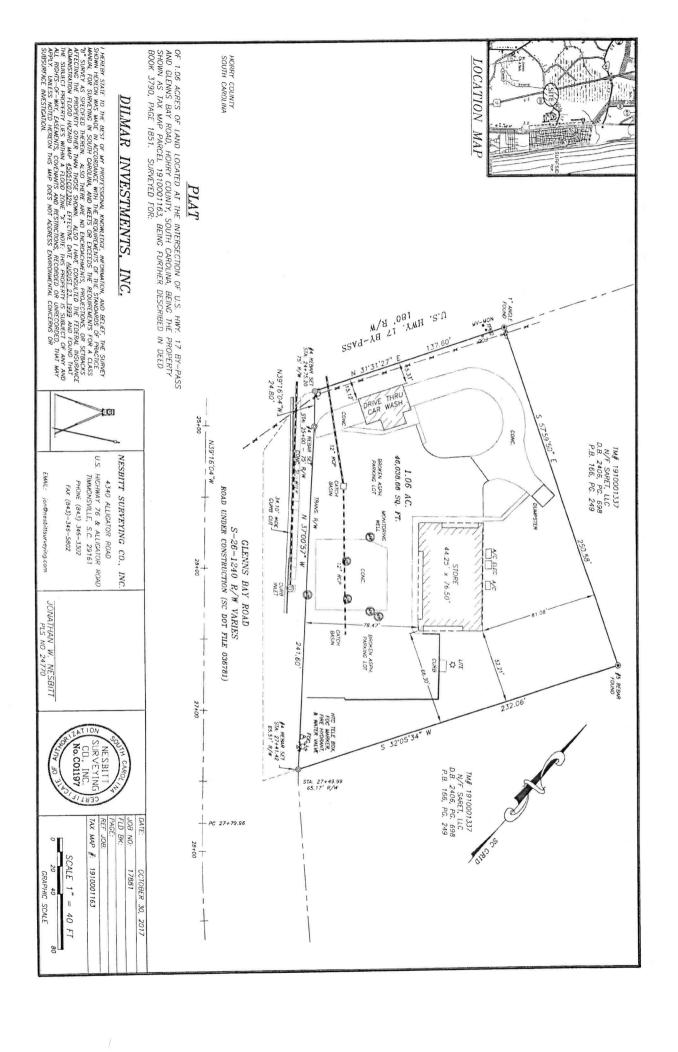
111.	Property Redevelopment						
16.	6. Describe the intended re-use of the property: (attach additional sheets if necessary)						
	Applicant plans to redevelop the pro	perty for use as a restaura	nt with a drive-thru, go	eneral commercial, office	, and/or retail.		
17.	Will the future use include any ch generate any hazardous substan If Yes, identify the substances an	ces? 🗌 Yes 🗸 No	_	-			
18.	Will redevelopment lead to the creation	on of permanent jobs on th	ne property? 🗹 Yes .	Anticipated Number appr	ox. 50		
19.	Projected Increase to the Tax Base as a result of this redevelopment: \$5,000,000						
20.	a. Will there be Intangible benefits from LEED, Earth Craft, EnergySta Creation / Preservation of Gre Deconstruction/ Recycling of Council Other	r, or similar certification of en Space on the Property	Sustainable Developn	nent			
	b. Please Describe:						
21.	Anticipated date of closing or acquiri	ng title to the property 5	. /1 :	_/ 2025			
22.	Redevelopment Certification By signature below, the applicant(s) a existing contamination or pose signifi				or contribute to		
	_ Ours Truce	Sign	ature(s)				
IV.	Project Management And Financial	Viability (Co-Entities, ref	er to instruction she	et)			
23.	Environmental Consulting Firm None as of this application date S&ME				***		
	Company 7410 Northside Drive	N. Charleston	SC	29420)		
	Address	City	State	Zip	-		
	Andrew Wertz	22389	843-367-8315		awertz@smeinc		
	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) Joan Hartley						
	Firm						
	Maynard Nexsen PC	803-	540-2129				
	Attorney	Phon	e1		none 2		
	1230 Main St., Ste. 700		Columbia	SC	29201	jhartley@maynardnexs	
	Street Number or PO Box		City	State	Zip	email	
25.	Applicant's Billing Address	☑ Same as Contact pe	erson in #6 above	Go to question	#26		
	Financial Contact		Title				
	Company		Pho	ne			
	Address						
	City		State		Zip		
26.	By signature(s) below, the apple 1. Pay the Department's co. 2. Provide financial statemed. Waiver Requested (Check The applicant is a Local Governmental posts of implemental po	sts upon receipt of invoicents, if requested, to doce Box If applicable) Enment or qualifies as a	ument financial vi	ability to conduct	t the response		
	_ Mrs I pull		Signature	s			
V. A	Application Completion (The	following are required a	along with this fo	orm. Check app	olicable boxes)	
27.	— Water and Pounde Text. Poth						
28.	The Phase I Environmental Site Assessment Report is attached as a: ✓ New report completed in the past six months by NV5						
	THE TENENT COMPLETE IN I	10 paul an mania ay <u></u>		(Name of E	nvironmental F	irm)	
Older report updated in the past six months by(Name of Environmental Firm)					Firm)		
29. Environmental sampling data and other reports: (check one)							
29.	29. Environmental sampling data and other reports: (cneck 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:						
	✓ The Following reports are					(Site Name)	
		Report Name	ort Name Environm			rm	
	Report Date April 9, 2025	Phase I ESA		NV5	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
	April 9, 2020 1 fidou f Cox						
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 signs request DHEC evaluate the Party Contract for the Proper	Property for inclusion in the	lication is accurat ne Brownfields Vo	e to their best kr Nuntary Cleanup	nowledge. Furth Program and c	ermore, the applicants draft a Non-Responsible	
	_ MNY IVUIN		Signature(s)			
		This Section	n for Departmen				
Ass	igned File Name						
	ible for NRP Contract	□Y □N					
	igned File Number						
	igned Contract Number						
	-						

PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land situate, lying and being at the intersection of U.S. Hwy. 17 B-Pass and Glenns Bay Road in Horry County, South Carolina, containing 1.06± acres as shown as "1.06 AC., 46,036.66 SQ. FT." on that Plat preared by Nesbitt Surveying Co., Inc, dated October 30, 2017, and attached hereto.

Horry County Tax Map No. 1910001163



J.R. HOLDINGS GROUP, LLC VCC APPLICATION OWNERSHIP HISTORY

Dilmar Investments, Inc. 1951 W. Darlington St. Florence, SC 29501	December 2014 - Present
Dilmar Holdings, Inc. 1951 W. Darlington St. Florence, SC 29501	December 2014
Dilmar Oil Company, Inc. 1951 W. Darlington St. Florence, SC 29501	April 1987 – December 2014
Nelson L. Hardwick 714 Cedar Dr. N. Surfside Beach, SC 29575	March 1987 – April 1987