

**VOLUNTARY CLEANUP CONTRACT
25-5588-NRP**

**IN THE MATTER OF
SPRINGS INDUSTRIES – EUREKA PLANT (PORTION), CHESTER COUNTY
and
EUREKA MILL PARTNERS, LLC**

This Contract is entered into by the South Carolina Department of Environmental Services and Eureka Mill Partners, LLC, with respect to the Property located at 598 Old Saluda Road, Chester, South Carolina. The Property includes approximately 21.8 acres identified by Tax Map Serial Numbers 079-01-08-001-000 (19.38 acres) and 079-01-08-005-000 (2.55 acres). In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of June 24, 2024, and any amendments thereto, by Eureka Mill Partners, 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. "EMP" means Eureka Mill Partners, LLC.
- B. "Beneficiaries" means EMP'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 EMP or its Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be

located; "Site" does not include any consumer product in consumer use or any vessel.

- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

TMS# 079-01-08-001-000 (19.38 acres)

Springs Industries	1890s to 2/24/2005
Spartan Fiber	2/24/2005 to 4/13/2010
Larry Ramsey	4/13/2010 to 6/28/2013
Paulette Birkner	6/28/2013 to Present

TMS# 079-01-08-005-000 (2.55 acres)

Springs Industries	1890s to 8/4/2006
Springland, Inc.	8/4/2006 to Present

- B. Property and Surrounding Areas: The Property is bounded generally to the north by Gobblers Knob Road followed by a former ball field; to the south by Saluda Road followed by a church, sheriff's office, a parking lot, and a railroad, with a

former gas station building located to the southwest; to the east by Parkway Drive followed by single family homes; and to the west by an auto repair shop, wooded land, and a railroad.

According to the Phase I Environmental Site Assessment (ESA) performed by S&ME, dated June 3, 2025, the Property is the southern industrial portion of the former Springs Industries Eureka textile mill. The Property is a former textile mill that dates back to at least the late 1800s. All structures were demolished in 2007 except for the former power generation building, smokestack, and fire suppression water reservoir.

The Property consists of former textile mill structures and foundations, a former paved employee parking lot, and woods. A former water reservoir was also located north of the power generation building. Remnants of concrete pump or sump structures are present and the former reservoir area is otherwise overgrown. The reservoir was reported to have been filled with demolition debris from an on-site building in 1998. Demolition debris in the form of concrete, wood, and bricks is scattered throughout the Property. A former surface parking lot is located on the west side of the Property. A creek traverses the Property beginning at Parkway Drive and is piped beneath Gobblers Knob Road to the north.

Environmental conditions have been identified on the Property in previous Phase I ESAs, including soils impacted with polychlorinated biphenyls (PCBs) from a transformer spill, petroleum contamination in soils from above ground storage tanks (ASTs), and former petroleum underground storage tanks (USTs) spills. A Consent Order was also issued by the Department's predecessor agency, the South Carolina Department of Health and Environmental Control (SCDHEC), in 2011 for the illicit burial of concrete and demolition debris on the Property. In correspondence dated April 25, 2005, SCDHEC requested the previous owners, Springs Industries, to assess and address the source, extent and nature of

releases or threatened releases of hazardous substances, pollutants or contaminants. A notation on the deed for the Property was recorded to notify any potential purchaser of the Property that the land, or a portion thereof, has been used for disposal of brick and concrete. The historical industrial use including hazardous materials, former USTs, PCBs reported in soil, and regulatory record were considered recognized environmental conditions (RECs).

URS performed a Phase II ESA, dated June 1, 2004, on the Property to assess a PCB-impacted soil area associated with a utility pole beside the plant engineering office/shop area and soil petroleum contamination associated with a fuel release from underground transfer lines at the AST area beside the power generation building. The Limited Phase II ESA was performed for Springs Industries. PCB-contaminated soils were excavated by RMT in 1995. Post-excavation soil sampling was hindered by a buried concrete slab; thus, some PCB-contaminated soil remained in place. URS collected additional soil samples at this location in 2004 and PCB (Aroclor 1260) exceeded the 1.0 parts per million (ppm) EPA Remediation Goal in two (2) soil samples.

A fuel oil release resulting from leaking underground transfer lines over a period of thirty (30) years was discovered in 1997. Excavation of the petroleum-impacted soils was performed at the AST area on the north side of the building. Additional fuel impacted soil was discovered beneath the power generation building but was not removed due to structural constraints. A barrier of bentonite was placed around the foundation of the power generation building to contain the fuel oil beneath the building pad. Post excavation soil sampling was performed as documented in a Soil Remediation Report, dated August 5, 1997. The report recommended no further action but also recommended the need for further assessment or remedial action beneath the northwest side of the former power generation building upon demolition.

Approximately 2,995 gallons of cleaning water and poly vinyl alcohol (PVA) was spilled in 2002. Two thousand, two hundred gallons were recovered and shipped to Springs Grace Bleachery wastewater treatment plant. Approximately 595 gallons went to the storm drain, which discharged into Fishing Creek. A detailed report was submitted to the Department's predecessor agency by Springs Industries.

The Phase I ESA, dated June 3, 2025, identified the following RECs:

- The past use of hazardous materials, reported releases, and over 100 years of industrial use.
- The reported presence of PCB-contaminated soil that has not been fully remediated.
- The generally unknown location of the three (3) former USTs on the Property.
- The regulatory record for the Property including directive for investigation and remediation of potential sources of contamination.
- Multiple environmental database listings that are in connection to environmental conditions on the Property.
- The soil and sediment impacts above screening levels.

The Phase I ESA identified the following historical REC:

- The petroleum soil contamination at the former power generation building which was given a No Further Action status by the Department's processor agency in December 2004 (per correspondence to Springs Industries dated April 25, 2005).

The Phase I ESA identified the following business environmental risks (BERs):

- The illicit burial of concrete and brick debris despite the closure of the 2011 Consent Order and associated property lien.
- The burial of inert building and demolition debris within the former concrete pond north of the power generation building.
- The presence of legacy petroleum impacted soil beneath the former power generation building.

A Phase II ESA was performed on the Property by Stantec as documented in a report dated October 18, 2024. Subsurface soil samples were obtained from eleven (11) soil borings. Five (5) of these soil borings were then converted into permanent monitoring wells, and groundwater samples were collected from each monitoring well. Downstream and upstream sediment and surface water samples were collected along Grassy Run Creek, which traverses the Property. An additional surface water sample was collected from the onsite reservoir located near the onsite powerhouse structure. Depending on their location, samples were collected for laboratory analysis of volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), target analyte list (TAL) metals, cyanide, hexavalent chromium (CrVI), pesticides, polychlorinated biphenyls (PCBs), and per- and polyfluoroalkyl (PFAS/PFOA) compounds. Two (2) test pits were also excavated to perform a limited investigation of fill material in the location of documented inert building debris placed along the northern portion of the Property.

SVOCs, TAL Metals, acetone, and PCBs were detected in the soil samples submitted for laboratory analysis above laboratory detection limits. Arsenic, cobalt, iron, lead, manganese, thallium, CrVI, benz(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenz(a,h)anthracene, indeno(1,2,3-cd)pyrene, naphthalene, aroclor 1254, and aroclor 1260, were each identified above their respective United States Environmental Protection Agency (USEPA) Residential Regional Screening Levels (RSLs). Arsenic, aroclor 1254, and aroclor 1260 were also intermittently identified at a concentration above their respective USEPA

Industrial (RSLs).

Several VOCs, SVOCs, and TAL Metals were identified at a concentration above their respective laboratory reporting limits in groundwater samples. Aluminum, arsenic, chromium (total & hexavalent), iron, manganese, and thallium were identified intermittently above their respective USEPA Tapwater RSLs. Furthermore, chromium (total) and cobalt were also identified above their respective USEPA Maximum Contaminant Levels (MCLs).

Several VOCs, SVOCs, PCBs, TAL Metals, and PFAS compounds were identified at a concentration above their respective laboratory reporting limits in sediment samples. Aluminum, arsenic, barium, cadmium, chromium (total), copper, iron, lead, manganese, nickel, selenium, zinc, benz(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(g,h,i)perylene, benzo(k)fluoranthene, carbazole, chrysene, dibenz(a)anthracene, fluoranthene, fluorene, indeno(1,2,3-cd)pyrene, naphthalene, phenanthrene, pyrene, aroclor 1254, and aroclor 1260 were intermittently identified above their respective USEPA sediment screening values (SSVs). Aluminum, arsenic, cobalt, manganese, benzo(a)pyrene, dibenz(a,h)anthracene, perfluorooctane sulfonic acid (PFOS), and aroclor 1260 were intermittently identified above their respective USEPA Residential RSLs. Furthermore, arsenic, and PFOS were also intermittently identified above their respective USEPA Industrial RSLs.

Several VOCs, SVOCs, and TAL Metals were identified at a concentration above their respective laboratory reporting limits in surface water samples. Only arsenic was identified intermittently above South Carolina Regulation 61-68 Standards.

No indications of buried asbestos-containing materials, lead-based paint, and/or other potentially hazardous materials were present in the two (2) test pits performed in the inert fill area located on the northern portion of the Property.

Observed buried debris included concrete, piping, and brick.

The Phase II ESA report concluded the following:

- Based upon observations made during excavation activities at the documented inert fill area, evidence of miscellaneous buildings materials (concrete & brick) was observed in test pits excavated along the northern Property boundary. No evidence of asbestos-containing materials and/or hazardous materials were observed in excavated material.
- Given the identification of carcinogenic and health risks within onsite soils, particularly arsenic, benzo(a)pyrene, and various PCBs (aroclor 1254 and 1260) at the location of documented transformer storage areas (TRSAs), an additional assessment to delineate these impacts is warranted.
- Other onsite impacts from previous mill operation continue to exist at the Property not assessed during this investigation. This includes the presence of a petroleum-contaminated groundwater plume originating from previous operation of various ASTs at the vicinity of the former powerhouse structure. Previous consultants have detailed its presence beneath this structure and installed a subsurface bentonite barrier to inhibit its migration. This barrier appears to block its migration towards Grassy Run Creek and potentially elsewhere; however, should this structure be removed, additional investigation of its extent and characteristics is warranted.

C. Applicant Identification: EMP is a South Carolina limited liability company with its principal place of business located at 199 South Cherry Road, Rock Hill, South Carolina 29732.

D. Proposed Redevelopment: EMP will acquire the Property and intends to develop the Property as a solar energy generation facility.

CERTIFICATIONS

3. EMP has certified upon application that: 1) EMP 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. EMP agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by EMP, 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 EMP, or its designee, in accordance with the schedule provided in the initial Work Plan. EMP 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. EMP 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, EMP may seek an amendment of this Contract to clarify its further responsibilities. EMP shall perform all actions required by this Contract, and any related actions of EMP'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). EMP 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 EMP's consulting firm(s), analytical laboratories, and EMP'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). EMP 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 EMP in writing of approvals or deficiencies in the Work Plan.
- 8). EMP, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). EMP 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). EMP 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). EMP 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. EMP 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). EMP shall characterize for disposal any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 2). Upon discovery of any Segregated Source that has not yet released all of its

contents to the environment, EMP shall expeditiously stabilize or remove the Segregated Source from the Property.

- 3). EMP shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization, or removal actions. EMP shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

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

E. Assess soil quality across the Property:

- 1). EMP shall collect and analyze a minimum of twenty-two (22) soil samples from eleven (11) locations on the Property. EMP shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2-foot minimum depth) from each of the following locations:
 - a). Assessment around TRSA-1, TRSA-2, and TRSA-3 in accordance with the requirements of the Environmental Protection Agency Toxic Substances Control Act.
 - b). Four (4) locations near TRSA-3 to be analyzed for arsenic and polycyclic aromatic hydrocarbons (PAHs).
 - c). Four (4) locations around TFA-3 to be analyzed for PAHs.

- d). Three (3) locations within the proposed ball field to be located on the eastern portion of the Property.
 - e). Beneath the power generation building in accordance with a Department-approved plan should it be demolished.
- 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. Samples from the proposed ball field 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 surface water and sediment quality:

- 1). EMP shall collect and analyze a minimum of two (2) sediment samples in Grassy Run Creek on the Property. The samples shall be collected as:
 - a). Samples within the creek in proximity to the power generation building in accordance with the requirements of the Environmental Protection Agency Toxic Substances Control Act.
- 2). All sediment samples shall be analyzed for PCBs.
- 3). Surface water quality results shall be compared to the values in the Water Classifications and Standards, S.C. Code Ann. Regs. 61-68, based on consumption of either "water and organisms" or "organisms only" as applicable for the water body. Sediment samples shall be compared to the Ecological Screening Values in EPA Region 4 Ecological Risk Assessment – Supplement to Risk Assessment Guidance for Superfund (RAGS).
- 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). EMP shall evaluate potential impacts to indoor air if the Department determines that the concentrations of VOCs present in the subsurface pose a threat to indoor air quality based on EPA "OSWER Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance ("Vapor Intrusion Technical Guide"). The Department's decision will be constrained towards predicting residential or commercial exposures consistent with the building construction and use on the Property.
- 2). If a vapor intrusion assessment is required, EMP shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.
 - a). For future buildings, EMP's evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to vapor intrusion.
 - b). For existing buildings, EMP'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.
 - c). Indoor air 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.
 - d). 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.

- e). 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.
 - f). 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, EMP shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, EMP 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 EMP 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). EMP 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). EMP 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, EMP shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.H.2 below. EMP 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). EMP shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. EMP 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, EMP 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. Known media that require Corrective Measures include, but may not be limited to, the following:
 - i. Soils beneath the power generation building, should it be demolished.
 - b). EMP 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, EMP 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, EMP 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, EMP 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). EMP 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). EMP 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. EMP 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). EMP 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 EMP.

PUBLIC PARTICIPATION

6. EMP 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 EMP.
 - B. EMP 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 Eureka Mill Partners, LLC under Voluntary Cleanup Contract 25-5588-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 EMP. 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). EMP 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). EMP agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). EMP 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, EMP 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. EMP 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. EMP 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. EMP shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. EMP or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) to: 1) prohibit single family residences including patio homes, townhomes, or any other residential developments that include individually owned or controlled land, child care or elder care facilities, and agricultural use, 2) prohibit groundwater use 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.H 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 EMP. An authorized representative of EMP 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. EMP or its Beneficiaries shall record the executed Declaration with the Register of Deeds for the county where the Property is located.

- C. EMP 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, EMP 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 EMP or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
- 1). EMP or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). EMP 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 EMP 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. EMP 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 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 EMP shall be submitted to EMP's designated contact person who as of the effective date of this Contract shall be:

Andrew M. Cope
Eureka Mill Partners, LLC
199 South Cherry Road
Rock Hill, South Carolina 29732

FINANCIAL REIMBURSEMENT

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

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

Andrew M. Cope

Eureka Mill Partners, LLC
199 South Cherry Road
Rock Hill, South Carolina 29732

- 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. EMP agrees the Department has an irrevocable right of access to the Property for environmental response matters after EMP 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 EMP or its Beneficiaries for the Property under this Contract as follows:
 - A. EMP 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 EMP 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 EMP 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 EMP or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. EMP 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. EMP 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, EMP, 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. EMP 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. EMP 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, EMP 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, EMP or its Beneficiaries shall provide written notification to the Department identifying

the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.

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

CONTRACT TERMINATION

16. EMP, 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 EMP 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 EMP'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 EMP or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by EMP or its Beneficiaries;
 - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;

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

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

BURDEN OF PROOF

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

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

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

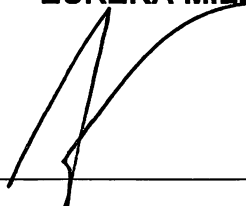
DATE:

Reviewed by Office of General Counsel

EUREKA MILL PARTNERS, LLC

BY:

DATE:


Andrew M. Copo - Manager

6/16/25

Printed Name and Title

APPENDIX A

Application for Non Responsible Party Voluntary Cleanup Contract

Eureka Mill Partners, LLC

June 24, 2024



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 Eureka Mill Partners, LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

Andrew M. Cope* CEO ACope@jmcope.com

Name Title Email

199 South Cherry Road 864-351-2227

Address Phone1 Phone2

Rock Hill SC 29732

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

199 South Cherry Road

Street address Suite Number

Rock Hill SC 29732

City State Zip

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

Contact person (if different from Authorized Signatory) Title

Street Number or PO Box Phone1 Phone 2

City State Zip Email

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

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

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

Attach additional pages if needed.

Name	Name
Andrew Cope	
Wes Drummond	
Houston Miller	

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:

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address 598 Old Saluda Road

b. County Chester Zip Code 29706

c. ☒ Property is outside any municipal boundaries ☐ Property is inside the municipal limits of _____
(town/city)

10. List any Companies or Site names by which the Property is known

Former Springs Eureka Mill (Portion)

11. Total Size of Property Covered by this Contract 21.8 Acres

12. How many parcels comprise the Property? 2

13. Current Zoning (general description)

ID-1- Restricted Industrial District. This district accommodates the most intensive industrial land uses.

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# 079-01-08-001-000

b. Acreage 19.38

c. Current Owner Paulette Birkner

d. Owner Mailing Address 224 Laura Dr, Apt 2
Mascoutah, IL 62258

e. Contact Person for Access Andrew M. Cope

f. Access Person's Phone # 864-351-2227

g. Is Parcel Currently Vacant? ☐ Yes ☒ No

h. Buildings on the parcel? (check all that apply)
☐ None
☒ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used

i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____ (approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____

b. Acreage _____

c. Current Owner _____

d. Owner Mailing Address _____

e. Contact Person for Access _____

f. Access Person's Phone # _____

g. Is Parcel Currently Vacant? ☐ Yes ☐ No

h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used

i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____ (approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# 079-01-08-005-000

b. Acreage 2.549

c. Current Owner Paulette Birkner

d. Owner Mailing Address 224 Laura Dr, Apt 2
Mascoutah, IL 62258

e. Contact Person for Access Andrew M. Cope

f. Access Person's Phone # 864-351-2227

g. Is Parcel Currently Vacant? ☒ Yes ☐ No

h. Buildings on the parcel? (check all that apply)
☒ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used

i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____ (approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____

b. Acreage _____

c. Current Owner _____

d. Owner Mailing Address _____

e. Contact Person for Access _____

f. Access Person's Phone # _____

g. Is Parcel Currently Vacant? ☐ Yes ☐ No

h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used

i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____ (approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____

b. Acreage _____

c. Current Owner _____

d. Owner Mailing Address _____

e. Contact Person for Access _____

f. Access Person's Phone # _____

g. Is Parcel Currently Vacant? ☐ Yes ☐ No

h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used

i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____ (approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____

b. Acreage _____

c. Current Owner _____

d. Owner Mailing Address _____

e. Contact Person for Access _____

f. Access Person's Phone # _____

g. Is Parcel Currently Vacant? ☐ Yes ☐ No

h. Buildings on the parcel? (check all that apply)
☐ None
☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used

i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____ (approx date)
☐ In operation: nature of the business _____

III. Property Redevelopment

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

19.382 acre parcel will be redeveloped as a solar generation facility, with space set aside for public baseball field. 2.549 acre parcel will be redeveloped as either parking for adjacent development or as solar generation facility.

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 Unknown
☐ No

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

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 Generation of clean electricity from photovoltaic panels to be located on site, public recreation area.

- b. Please Describe:

Piles of construction debris left on site by former owner will be source separated. Brick/block will be crushed and used onsite as aggregate associated with solar EGU.

21. Anticipated date of closing or acquiring title to the property 6 / 1 / 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

Stantec

thomas.causey@stantec.com

Company

521 East Morehead St. Suite 425 Charlotte NC 28202

Address City State Zip

Thomas Causey 2830 980-699-8831

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)
 The Shissias Law Firm, LLC alex@shissiaslawfirm.com
 Firm
 Alexander Shissias 803-540-3090 803-240-2719
 Attorney Phone1 Phone 2
 1727 Hampton St Columbia SC 29201
 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 S&ME
 (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: Springs Eureka
 (Site Name)
☒ The Following reports are attached:
 Report Date Report Name Environmental Firm
 Various dates Proposed VCC 04-5588-VCC, DHEC Site ID 02592,
 2004 URS phase II, 2003 URS phase I, Springs records of remediation.
 Enforcement file, 11-23-SW against former owner Larry Ramsey. All reports included with 2024 S&ME phase I

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

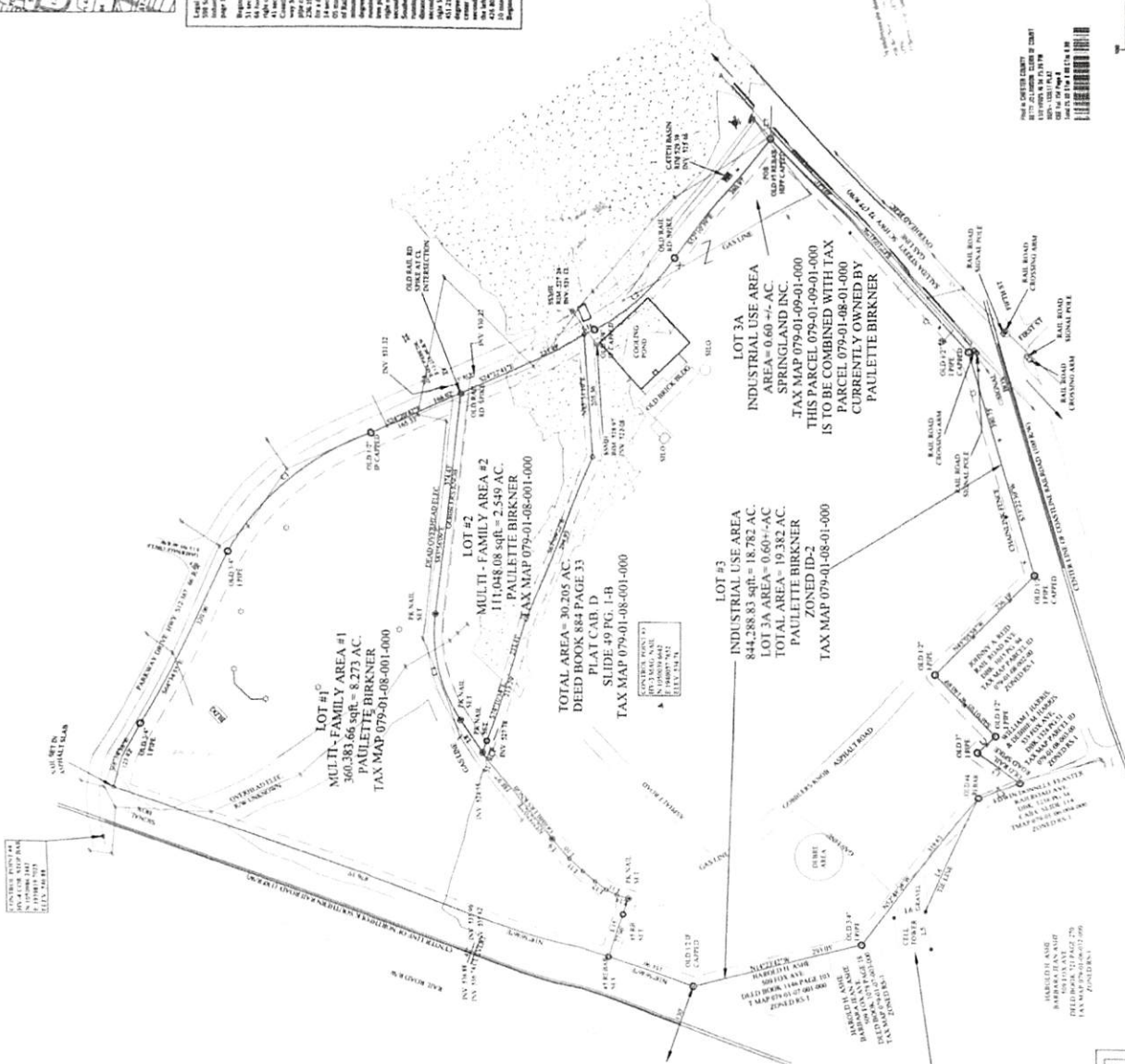
31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

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		

MULTI-FAMILY TO BE REZONED TO RG-1
LOTS 3 & 3A TO REMAIN ID-2 FOR PROPOSED
SOLAR FARM

[illegible]Plot Of Property Of
Eureka Mill Partners LLC

Eureka Mill Partners

Located At
583 So. 40 Street

Old Eureka Plant

Chester, South Carolina
Chester County

Scale 1" = 100'

GRAPHIC SCALE

1

at	
= 100	
()	

Survey By J.C. Crumpler

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Lancaster, South
1-800-288-00

Book Review

ALBANY UTILITY LOCATION SERVICE

© 1997 by American Psychological Association
0893-3200/97/\$12.00
DOI: 10.1037/0893-3200.11.4.531

2000-2001
TOLL FREE 1-800-922-0883

ALLIES, BUT THE GOVERNMENT HAS RECALLED TWO OF THEM

© 2000 Blackwell Science Ltd, *Journal of Internal Medicine* 247: 399–406

1993, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 26

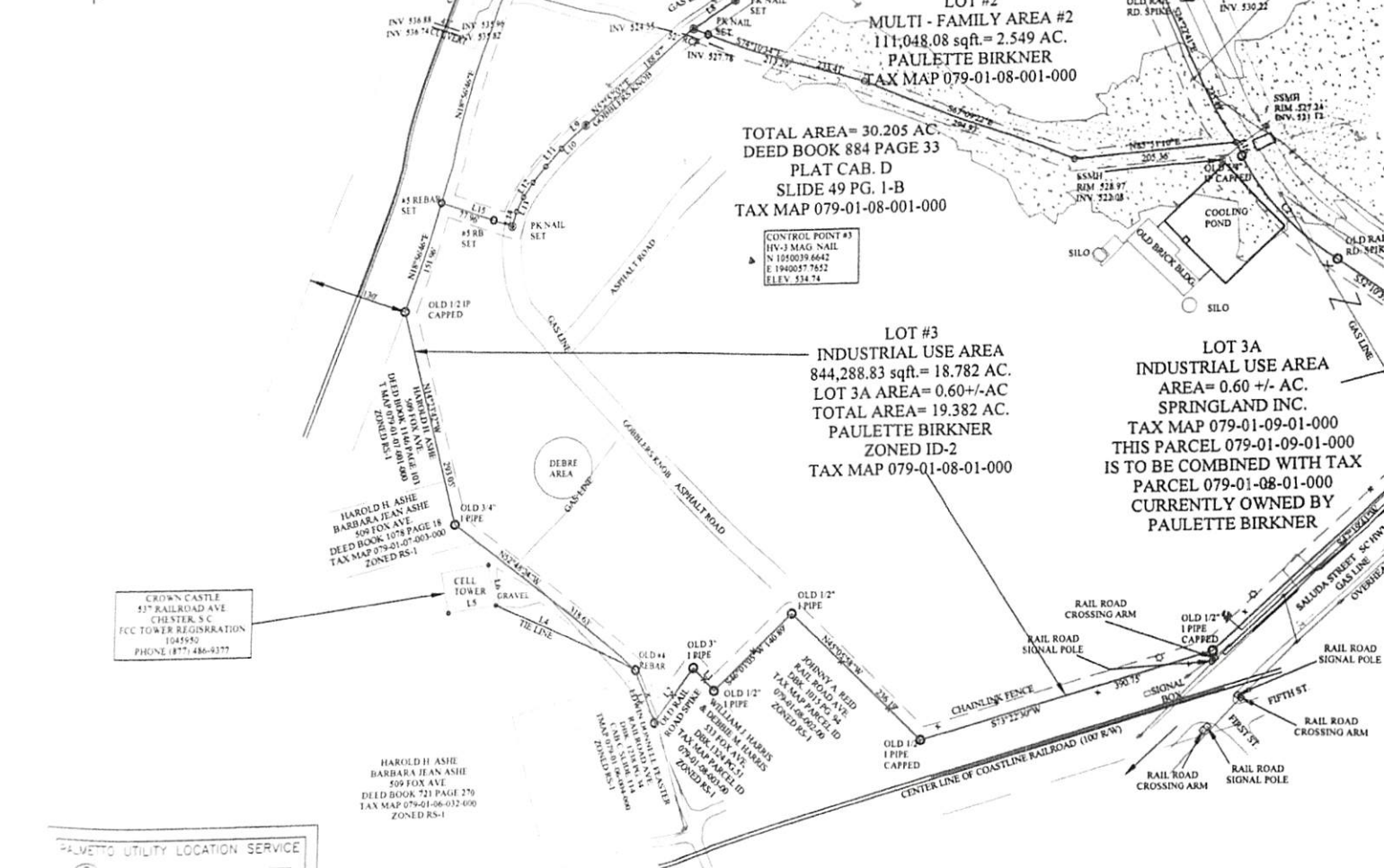
[illegible]

CONCLUSION

STATION	BEARING	CHORD
1+00	N 41° 15' 14" W	310.98
2+00	S 17° 05' 51" W	184.70
3+00	S 74° 22' 10" W	183.68

STATION	BEARING	CHORD
1+00	N 41° 15' 14" W	310.98
2+00	S 17° 05' 51" W	184.70
3+00	S 74° 22' 10" W	183.68

MULTI-F
LOTS 3 & 3A TO REMAIN ID-2
SOLAR FARM



CROWN CASTLE
537 RAILROAD AVE
CHSTER, S.C.
FCC TOWER REGISTRATION
1045950
PHONE (877) 486-9377

HAROLD H. ASHE
BARBARA JEAN ASHE
509 FOX AVE
DEED BOOK 721 PAGE 279
TAX MAP 079-01-08-032-000
ZONED RS-1

PAULETTE UTILITY LOCATION SERVICE

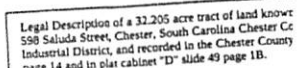
3 DAYS BEFORE DIGGING CALL
TOLL FREE 1-800-822-0983

A ONE CALL SYSTEM FOR COMMUNITY AND JOB SAFETY

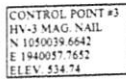


Signature

ALL LOCATIONS SHOWN ON THESE PLANS ARE IN APPROXIMATE LOCATIONS
AND ARE NOT TO BE USED FOR ANY PURPOSES OTHER THAN FOR THE
GENERAL INFORMATION OF THE PUBLIC. THE SURVEYOR ASSUMES NO
RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION SHOWN
HEREON. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR
VERIFYING THE LOCATIONS OF ALL UTILITIES AND STRUCTURES
BEFORE ANY CONSTRUCTION. THE USER SHALL BE RESPONSIBLE
FOR OBTAINING ALL NECESSARY PERMITS AND FOR COMPLYING
WITH ALL APPLICABLE REGULATIONS.



▲ CONTROL POINT
HV-5 COR. SWK
N 1050115.4435
E 1941303.2971
ELEV. 525.71



TOTAL AREA= 30.205 AC.
DEED BOOK 884 PAGE 33
PLAT CAB. D
SLIDE 49 PG. 1-B
TAX MAP 079-01-08-001-000

LOT #3
- INDUSTRIAL USE AREA
844,288.83 sqft.= 18.782 AC.
LOT 3A AREA= 0.60+/-AC
TOTAL AREA= 19.382 AC.
PAULETTE BIRKNER
ZONED ID-2
TAX MAP 079-Q1-08-01-000

LOT 3A
INDUSTRIAL USE AREA
AREA = 0.60 +/- AC.
SPRINGLAND INC.
TAX MAP 079-01-09-01-000
THIS PARCEL 079-01-09-01-000
IS TO BE COMBINED WITH TAX
PARCEL 079-01-08-01-000
CURRENTLY OWNED BY
PAULETTE BIRKNER

The information that shows herein has been found to comply
 with the Charter County Solicitor's Regulations and has been
 APPROVED FOR RECORDING in the office of the Clerk of
 the Charter County, South Carolina.
 [Signature]
 Charleston County
 1-21-02

Plat
Eureka

Filed in CHESTER COUNTY
BETTY JO LAWSON, CLERK OF COURT
01/21/2025 At 04:25:26 PM
2025-133517 PLAT
CBE Vol:154 Page:8
Total 25.00 STax 0.00 CTax 0.00

Scale 1"

GF

Survey



