



December 7, 2017

Article #: 92148969009997901410344309

VIA ELECTRONIC AND CERTIFIED MAIL

Kenneth M. Reiter
Judson Mill Ventures, LLC and Judson Mill Developer, LLC
P.O. Box 1622
Carrboro, NC 27510

**RE: Executed Voluntary Cleanup Contract 17-6483-NRP
Milliken & Company Judson Plant
Greenville County**

Dear Mr. Reiter:

Enclosed please find a certified true and correct copy of executed Voluntary Cleanup Contract (VCC) 17-6483-NRP for Judson Mill Ventures, LLC and Judson Mill Developer, LLC regarding the Milliken & Company Judson Plant (Property) located at 701 Easley Bridge Road, Greenville, South Carolina and as identified more specifically in the enclosed VCC. The VCC was executed by the Department on December 5, 2017.

The Department looks forward to receiving a work plan for the VCC environmental assessment activities within 30 days, and continuing to work with Judson Mill Ventures, LLC and Judson Mill Developer, LLC in completing the requirements of the VCC under the South Carolina Voluntary Cleanup Program. Should you have any questions or concerns, please do not hesitate to contact me at gormanak@dhec.sc.gov or (803) 898-0929.

Sincerely,

A handwritten signature in black ink, appearing to read "Angela Gorman", written over a horizontal line.

Angela Gorman, Hydrogeologist
Brownfields/Voluntary Cleanup Program
Site Assessment, Remediation, and Revitalization Division
Bureau of Land and Waste Management

Enclosure: True and Correct Copy of Executed VCC

cc: Natalie Kirkpatrick, Area Director, BEHS Greenville (via electronic mail)
BLWM File # 50914

**VOLUNTARY CLEANUP CONTRACT
17-6483-NRP**

**IN THE MATTER OF
MILLIKEN & COMPANY JUDSON PLANT, GREENVILLE COUNTY
and
JUDSON MILL VENTURES, LLC
and
JUDSON MILL DEVELOPER, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Judson Mill Ventures, LLC and Judson Mill Developer, LLC, with respect to the Property located at 701 Easley Bridge Road, Greenville, South Carolina. The Property includes ten parcels totaling approximately 36.23 acres and identified by Tax Map Serial Numbers 114001000100 (24.3 acres), 114001000101 (8.87 acres), 114001200200 (0.173 acres), 114001200300 (0.23 acres), 114001200100 (0.22 acres), 114001200500 (0.23 acres), 114001200600 (0.19 acres), 115000400300 (1.1548 acres), 115000400100 (0.181 acres), 114000300300 (0.685 acres). In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of June 15, 2017, and any amendments thereto, by Judson Mill Ventures, LLC and Judson Mill Developer, 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. (2002 & Supp. 2016); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2002 & Supp. 2016); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (1994); the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-

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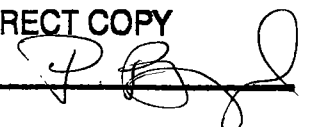
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10, et seq. (2002 & Supp. 2016); and the Pollution Control Act, S.C. Code Ann. §§ 48-1-10 et seq. (2008 & Supp. 2016).

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. "JMV" means Judson Mill Ventures, LLC
 - B. "JMD" means Judson Mill Developer, LLC
 - C. "Beneficiaries" means JMV's and JMD'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.
 - D. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
 - E. "Contract" means this Voluntary Cleanup Contract.
 - F. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
 - G. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.

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- H. "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 JMV and JMD or their Beneficiaries.
- I. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- J. "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.
- K. "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:

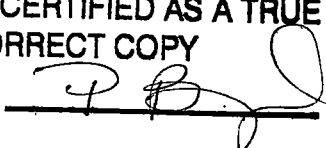
Tax Map Serial Number 0114001000100 (24.3 acres):

Deering Milliken Inc. Judson Mill

1911 to Present

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Tax Map Serial Numbers: 0114001000101 (8.87 acres), 0114001200200 (0.173 acres), 0114001200300, (0.23 acres), 0114001200400 (0.22 acres), 0114001200500 (0.23 acres), 0114001200600 (0.19 acres), 0115000400300 (1.1548 acres), 0115000400100 (0.181 acres) and #0114000300300 (0.685 acres):

Deering Milliken Inc. Judson Mill	1911 to 2008
Pacolet Milliken Enterprises I	2008 to 2014
Milliken and Company	2014 to Present

- B. Property and Surrounding Areas: The Property is bounded generally to the north by Easley Bridge Road followed by commercial and residential property, and to the south, east, and west by single family residences. The center of the Property is located on a topographic high and slopes to the northeast, east and southeast. Tributaries to Brushy Creek are located approximately 760 feet to the east and approximately 1500 feet to the south of the Property.

As outlined in the Phase I Environmental Site Assessment submitted in support of this Contract (ERM, June 28, 2017), the Property has been used by Milliken for manufacture of cotton and polyester yarn from 1912 until 2015. According to Sanborn Maps from the 1920s, operations took place in multiple buildings including an office and buildings for spinning, weaving, twisting and a cotton warehouse. A boiler room, oil house, gasoline tanks and a repair shop are identified in the southwest portion of the Property. The Repair Shop, located in the southwest portion of the main building (weaving building), continued to be the maintenance shop until the 1990's, and then continued to be used as a forklift service area and oil storage area until the mill closed in 2015. Operation of the mill utilized three railroad spurs in the southwest portion of the Property for shipping products and to receive coal for the boilers. A fire suppression reservoir supplied by a well has also been present in the southwest portion of the Property since the 1920s. Expansion of the mill by 1928 included addition of a dye house in the central portion

of the main building. Reportedly dye operations took place in this area until 1994. Additional expansions to the building occurred by 1961 making it one contiguous structure, although activities conducted in each area remained essentially the same throughout the history of the mill.

The railroad spurs and use of coal was discontinued by the early 1970s. A 60,000-gallon No. 6 fuel oil above ground storage tank was installed during this time to supply fuel to a new fuel oil/natural gas boiler.

A mixing room for polyvinyl alcohol, a starch used to coat yarn manufactured at the mill, was added on the southeast side of the main building in 1981 and continued operation until the mill closed in 2015. A warehouse was constructed on the southwest portion of the Property in 1995.

Chlorinated solvents (trichloroethylene and tetrachlorethylene) were formerly used to clean socks that were then dyed as a quality assurance/quality control procedure. Department files indicate disposal of waste solvent and a hazardous solid waste that "contains PCE and drain sludge" in 1991 and 1992. Records also indicate that during this time Milliken conducted a cleanup of material containing chlorinated solvents that had been released to the storm drain system on the Property.

- C. Investigations / Reports; Regulatory Issues: Groundwater quality at the Property was evaluated as reported in a Phase II Environmental Site Assessment dated September 21, 2015. Five temporary monitoring wells were installed around the perimeter of the manufacturing facility. The supply well for the fire suppression pond was also sampled. Groundwater recovery into two of the monitoring wells installed into fractured bedrock was very slow so grab samples were collected from these two wells. The wells were sampled for EPA Target Compound List volatile organic compounds and semi-volatile compounds. Results identified

tetrachlorethylene 1,2,4-trichlorobenzene, and 2-hexanone at concentrations below their respective primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2016) or the EPA Regional Screening Level for tapwater in two downgradient monitoring wells. Chloroform was detected below its MCL in a monitoring well that appears to be upgradient of the facility. No constituents were detected in the water supply well.

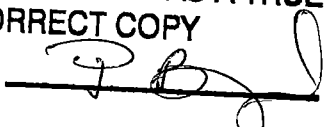
- D. Applicant Identification: JMV is a state of South Carolina limited liability company with its principal place of business located at 444 N. Orleans, Suite 350, Chicago, Illinois, 60654.

JMD is a state of South Carolina limited liability company with its principal place of business located at 444 N. Orleans, Suite 350, Chicago, Illinois, 60654.

- E. Proposed Redevelopment: JMV and JMD will acquire the Property and intend to redevelop it with multifamily residential, commercial (retail, office, and warehousing and distribution) uses.

CERTIFICATIONS

3. JMV and JMD have certified upon application that: 1) JMV and JMD are not a Responsible Party at the Site; or a parent, successor, or subsidiary of a Responsible Party at the Site and have 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.

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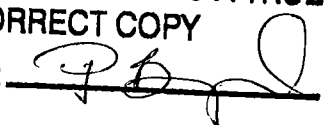
RESPONSE ACTION

4. JMV and JMD agree to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by JMV and JMD, or their 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 JMV and JMD, or their designee in accordance with the schedule provided in the initial Work Plan. JMV and JMD acknowledge 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. JMV and JMD agree to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, JMV and JMD may seek an amendment of this Contract to clarify their further responsibilities. JMV and JMD shall perform all actions required by this Contract, and any related actions of JMV's and JMD'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 S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). JMV and JMD 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, 6 S.C. Code Ann. Regs. 61-71 2002 & Supp. 2016). 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 (TAL);
 - i). EPA Target Analyte List excluding cyanide (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 use appropriate detection 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 JMV's and JMD's consulting firm(s), analytical laboratories, and JMV's and JMD'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, 7 S.C. Code Ann. Regs. 61-81 (2012), for the test method(s) and parameters specified in the Work Plan.
 - b). JMV and JMD 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 JMV and JMD in writing of approvals or deficiencies in the Work Plan.
- 8). JMV and JMD, or their designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). JMV and JMD 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). JMV and JMD 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). JMV and JMD 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. JMV and JMD 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). JMV and JMD shall characterize all Waste Materials and Segregated Sources identified below. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.
 - a). Two totes labeled "non-hazardous waste" and containing a liquid located on the northeast side of the building.
- 2). JMV and JMD shall also characterize for disposal any other 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.
- 3). Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, JMV and JMD shall expeditiously stabilize or remove the Segregated Source from the Property.

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

D. Conduct a well survey:

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

E. Assess soil quality across the Property:

- 1). JMV and JMD shall collect and analyze a minimum of forty-two (42) soil samples from twenty-one (21) locations on the Property. JMV and JMD 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). A minimum of one (1) presumed background location. Samples shall be analyzed for TAL-Metals
 - b). Two (2) locations in the vicinity of the boiler room. Samples shall be analyzed for parameters as specified in Section E.2 below with the addition of PCBs;
 - c). Two (2) locations in the vicinity of the oil house and former coal storage. Samples shall be analyzed for parameters as specified in Section E.2 below with the addition of PCBs;



- d). Two (2) locations in the vicinity of the former coal rail spurs;
 - e). Two (2) locations near the transformer area. Samples shall be analyzed for parameters as specified in Section E.2 below with the addition of PCBs;
 - f). Three (3) locations east of the main plant building in the vicinity of the wastewater equalization basin, cooling towers, loading dock and PVA mixing area;
 - g). Surface and subsurface soil samples shall be collected at a minimum of two (2) locations per acre beneath any structures or pavement that will be removed to accommodate redevelopment.
 - h). The approximately ten unpaved acres northwest of the manufacturing facility shall be divided into one acre grids for collection of a surface and subsurface soil sample at one location within each grid.
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Surface soil samples collected from beneath pavement shall also be analyzed for TCL VOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. A minimum of four soil samples, surface and subsurface samples from one location near the boiler room and one location near the transformer area, 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.

F. Assess groundwater quality:

- 1). JMV and JMD shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from a minimum of five (5) monitoring wells to be installed to monitor the uppermost water bearing zone. Specific locations shall be as follows:
- a). A location east of the intersection of 2nd Avenue and Easley Bridge Road
 - b). A location near the boiler room and oil house;
 - c). A location near the transformer area;

- d). A location in the southeast corner of the Property and
- e). A location in the southwest corner of the Property.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. In addition, the groundwater sample collected from the monitoring well in the southeast corner of the Property and the well south of the boiler room shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2016), or, if not specified in R.61-58, to the EPA RSL for "Tapwater."

G. Assess surface water and sediment quality:

- 1). JMV and JMD shall collect and analyze two sediment samples and two water samples from the fire suppression pond on the Property.
- 2). All surface water and sediment samples shall be analyzed for the TAL-Metals, and TCL VOCs, SVOCs and PCBs and pesticides.
- 3). Surface water quality results shall be compared to the values in the Water Classifications and Standards, 6 S.C. Code Ann. Regs. 61-68 (2012, as amended), 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).

H. Evaluate and control potential impacts to indoor air:

- 1). JMV and JMD shall evaluate potential impacts to indoor air in limited areas of the Property where volatile organic compounds are known to have been used as identified below.

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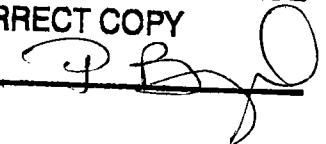
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- a). Former Dye Operation Area: Collect a minimum of two indoor air and two sub-slab soil gas samples.
 - b). Former Maintenance Shop: Collect a minimum of three indoor air and three sub-slab soil gas samples.
- 2). Indoor air and sub-slab soil gas 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.
 - 3). Indoor air quality results shall be compared to the current EPA RSL Resident Air and Industrial Air Screening Levels.
 - 4). 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 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").
 - 5). JMV and JMD shall further 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 the Vapor Intrusion Technical Guide. The Department's decision will be constrained towards predicting residential exposures consistent with the building construction existing and proposed to be used on the Property. If further evaluation of vapor intrusion potential is required, JMV and JMD shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.
 - a). For future buildings, JMV's and JMD'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

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proposed footprint of buildings to be constructed on the Property over areas potentially subject to vapor intrusion.

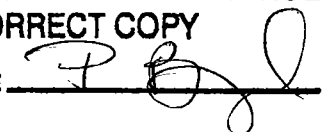
- i. Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on an appropriate attenuation factor.
 - ii. Soil gas sampling results and predicted indoor air concentrations shall be compared to screening levels indicative of a 10^{-6} cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on the Vapor Intrusion Technical Guide.
- b). For existing buildings, JMV's and JMD's evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis 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.
- i. Indoor air samples shall be collected from within the building during a minimum of two separate sampling events approximately six 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.
 - ii. 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.

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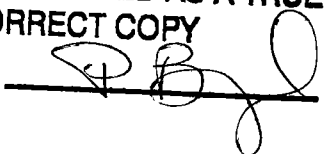
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- iii. Indoor air quality results shall be compared to the current EPA RSL Resident Air and Industrial Air Screening Levels. The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.
 - iv. 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.
- 6). 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, JMV and JMD shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, JMV and JMD shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.1 of this Contract.
- 7). The Department may allow JMV and JMD 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 4.1 of this Contract.
- I. Institute reasonable Contamination control measures:
- 1). JMV and JMD 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). Waste Materials and Segregated Sources known to be present on the Property and that require removal include, but may not be limited to, the following:



- i. Two totes labeled "non-hazardous waste" and containing a liquid located on the northeast side of the building.
 - b). JMV and JMD 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.
 - c). 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, JMV and JMD shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.1.2 below. JMV and JMD 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). JMV and JMD shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.
- a). Corrective measures shall be required for Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
 - b). JMV and JMD 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, JMV and JMD 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 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, JMV and JMD 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, JMV and JMD shall propose a Media Management Plan. The Media Management Plan shall address management of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.
- 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 management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

J. Monitor and/or abandon the monitoring wells:

- 1). JMV and JMD 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). JMV and JMD 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, 6 S.C. Code Ann. Regs. 61-71 (2002 & Supp. 2016).

HEALTH AND SAFETY PLAN

5. JMV and JMD 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). JMV and JMD agree 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 JMV and JMD.

PUBLIC PARTICIPATION

6. JMV and JMD and the Department will encourage public participation to implement this Contract as follows:

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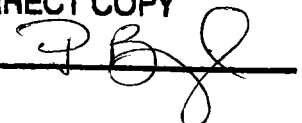
SIGNATURE

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- 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 JMV and JMD.
- B. JMV and JMD 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 Judson Mill Ventures, LLC and Judson Mill Developer, LLC under Voluntary Cleanup Contract 17-6483-NRP with the South Carolina Department of Health and 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 JMV and JMD. 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). JMV and JMD 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). JMV and JMD agree to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
 - 5). JMV and JMD 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, JMV and JMD shall restore the sign(s) within two (2) days to its

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SIGNATURE

A handwritten signature in black ink, appearing to be "P. B. J.", is written over a horizontal line.

original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. JMV and JMD 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 30 days of the execution date of this Contract and at least semi-annually thereafter. The initial Work Plan may serve as the first update. Reports and supplemental work plans may serve as subsequent updates.

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.

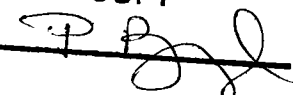
SCHEDULE

8. JMV and JMD 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.

JMV and JMD shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. JMV and JMD or their Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to maintain existing buildings and pavement that will be retained as part of the redevelopment as an engineering control. Additional restrictions will be required if Contamination exceeds levels acceptable for unrestricted use after completing the response actions pursuant to this Contract, or if otherwise required per Paragraphs 4.I.1.c. or 4.I.2.c of this Contract. Contaminant levels acceptable for unrestricted use shall be the Screening Levels for Resident Soil as specified in the EPA RSLs for soil, and the primary MCL standards for groundwater in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:
- A. The Department shall prepare and sign the Declaration prior to providing it to JMV and JMD. An authorized representative of JMV and JMD or their 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. JMV and JMD or their Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
 - C. JMV and JMD or their 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.

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SIGNATURE 

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

Angela Gorman
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

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

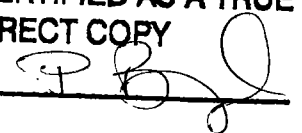
Kenneth M. Reiter
Judson Mill Ventures, LLC and Judson Mill Developer, LLC
P.O. Box 1622
Carrboro, NC 27510

FINANCIAL REIMBURSEMENT

11. JMV and JMD or their 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 JMV and JMD on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Kenneth M. Reiter
Judson Mill Ventures, LLC and Judson Mill Developer, LLC
P.O. Box 1622
Carrboro, NC 27510

- A. 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.



- B. 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. JMV and JMD agree the Department has an irrevocable right of access to the Property for environmental response matters after JMV and JMD acquire 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.

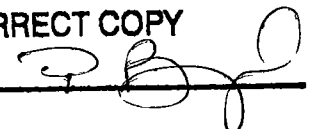
CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion shall be issued to JMV and JMD or their Beneficiaries for the Property under this Contract as follows:

- A. JMV and JMD or their 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 § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that JMV and JMD or their Beneficiaries have successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.

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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.

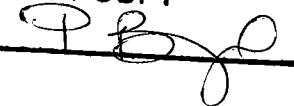
- 1). A Provisional Certificate of Completion will include specific performance standards that JMV and JMD or their Beneficiaries shall continue to meet.
- 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if JMV and JMD or their Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

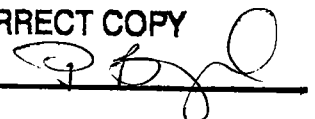
14. JMV and JMD or their Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. JMV and JMD 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, JMV and JMD, and their 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:

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- A. JMV and JMD or their Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. JMV and JMD and their 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, JMV and JMD or their 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, JMV and JMD or their 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

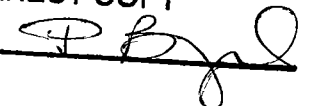
16. JMV and JMD, their Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination, shall provide JMV and JMD or their 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 JMV's and JMD'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 JMV and JMD or their Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by JMV and JMD or their Beneficiaries;
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;

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- 6). Failure by JMV and JMD or their 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 JMV and JMD or their Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of JMV's and JMD's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should JMV and JMD or their Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by JMV and JMD or their 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 JMV and JMD or their Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, 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. JMV and JMD and their 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 SCHWMA § 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 (2014).

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue JMV and JMD and their Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by JMV and JMD or their Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

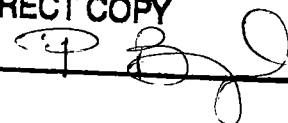
C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by JMV and JMD or their Beneficiaries. The Department retains all rights under State and Federal laws to compel JMV and JMD and their Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by JMV and JMD or their 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

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Department may have against any person, firm, or corporation other than JMV and JMD and their Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than JMV and JMD and their 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 JMV and JMD

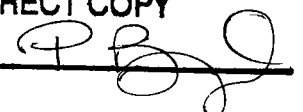
19. JMV and JMD retain all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. JMV and JMD and their Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, JMV and JMD and their Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

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

21. In consideration of the protections from the Department under this Contract, JMV and JMD and their Beneficiaries agree not to assert any claims or causes of action against



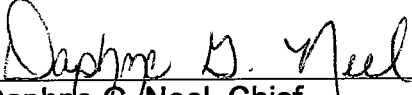
the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

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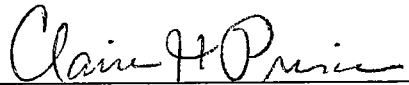
SIGNATORS

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 HEALTH
AND ENVIRONMENTAL CONTROL**

BY: 
Daphne G. Neel, Chief
Bureau of Land and Waste
Management

DATE: 12/5/17


Reviewed by Office of General Counsel

DATE: 11/29/17

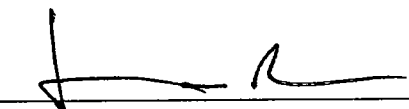
JUDSON MILL VENTURES, LLC

BY: 

DATE: October 6, 2017

Kenneth M. Reiter, Manager
Printed Name and Title

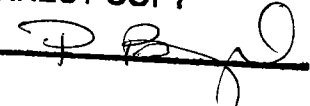
JUDSON MILL DEVELOPER, LLC

BY: 

DATE: October 6, 2017

Kenneth M. Reiter, Manager
Printed Name and Title

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AND CORRECT COPY**

SIGNATURE 

APPENDIX A

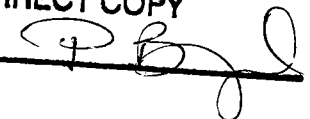
Application for Non-Responsible Party Voluntary Cleanup Contract

**Judson Mill Ventures, LLC
and
Judson Mill Developer, LLC**

June 28, 2017

**THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY**

SIGNATURE _____

A handwritten signature in black ink, appearing to be "P. B. J.", written over a horizontal line.



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 Judson Mill Ventures, LLC and Judson Mill Developer, LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

Kenneth M. Reiter

Manager Member

kreiter@belmontsayre.com

Name

Title

Email

P.O. Box 1622

919-885-4508

Address

Phone1

Phone2

Carrboro, NC

27510

City

State

Zip

b. Other Signatories ☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		☐
		() -		☐
		() -		☐

5. Physical Location of Applicant's Headquarters

444 N. Orleans

Suite 350

Street address

Suite Number

Chicago

IL

60654

City

State

Zip

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

JUN 15 2017

Contact person (if different from Authorized Signatory)

Title

SITE ASSESSMENT,
REMEDATION &
REVITALIZATION

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
Belmont Sayre, LLC →
Judson Mill Manager, LLC →
Belmont Sayre, LLC →
Judson Mill Manager, LLC →

Name
Manager of Judson Mill Ventures, LLC
Member of Judson Mill Ventures, LLC
Manager of Judson Mill Developer, LLC
A Member of Judson Mill Developer, LLC
(Notes above are extensions of entries to left)

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

[Signature]
Authorized Signatory

Co Signatories

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE [Signature]

II. Property Information

9. Location

a. Physical Address 701 Easley Bridge Rd

b. County Greenville

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

Milliken & Company

Pacolet Milliken Enterprises I

Deering Milliken

11. Total Size of Property Covered by this Contract 36.23 Acres

12. How many parcels comprise the Property? Ten

13. Current Zoning (general description)

Parcels are currently zoned industrial or residential, rezoned to PD

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.

AST's

One 60,000-gallon # 6 boiler fuel AST, empty to be removed

One 100,000-gallon Poly Vinly Alcohol (PVA, a starch) silo AST, empty to be removed

Two 15,000-gallon reclaimed PVA ASTs, empty to be removed

Two 15,000-gallon #2 fuel oil ASTs, empty to be removed

One 30,000-gallon hot water AST, empty to be removed

One 32,000 hot water AST, empty to be removed

One 18,000-gallon starch AST

One 5,700-gallon PVA AST

One 300-gallon diesel AST for fire pump back up, fuel content unknown, to be removed

One 275-gallon diesel AST for fire pump back up, fuel content unknown, to be removed

One 275-gallon diesel AST for backup generator, fuel content unknown, to be removed

Two gasoline AST's removed, size and date of removal unknown

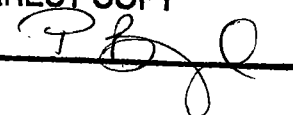
* - This inventory was as of May, 22, 2015. Some AST's may have been removed since the publication of the referenced Phase I Environmental Site Assessment of that date. All tanks are to be removed by the time construction begins.

UST's

Milliken represents no UST's were ever known to be on site

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AND CORRECT COPY

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

a. Tax Map Parcel# 114001000100
b. Acreage 24.3
c. Current Owner Milliken & Company
d. Owner Mailing Address 920 Milliken Rd.
Spartanburg, SC 29303
e. Contact Person for Access Ken Reiter
f. Access Person's Phone # 919-259-2088
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☒ Intact, To be demolished
☒ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 2015
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# 114001000101
b. Acreage 8.87
c. Current Owner Same
d. Owner Mailing Address _____
e. Contact Person for Access Same
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☒ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since 2015
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# 114001/200200
b. Acreage 0.173
c. Current Owner Same
d. Owner Mailing Address _____
e. Contact Person for Access Same
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☒ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 2015
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# 114001200300
b. Acreage 0.23
c. Current Owner Same
d. Owner Mailing Address _____
e. Contact Person for Access Same
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☒ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# 114001200400
b. Acreage 0.22
c. Current Owner Same
d. Owner Mailing Address _____
e. Contact Person for Access Same
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☒ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 2015
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# 114001200500
b. Acreage 0.23
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access Same
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☒ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 2015
(approx date)
☐ In operation: nature of the
business _____

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AND CORRECT COPY

SIGNATURE _____

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

a. Tax Map Parcel# 114001200600
b. Acreage 0.19
c. Current Owner Same
d. Owner Mailing Address _____

e. Contact Person for Access Same
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☒ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 2015
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# 115000400300
b. Acreage 1.1548
c. Current Owner Same
d. Owner Mailing Address _____

e. Contact Person for Access Same
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☒ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 2015
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# 115000400100
b. Acreage 0.181
c. Current Owner Same
d. Owner Mailing Address _____

e. Contact Person for Access Same
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☒ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 2015
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# 114000300300
b. Acreage 0.685
c. Current Owner Same
d. Owner Mailing Address _____

e. Contact Person for Access Same
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☒ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 2015
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____

e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____

e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

**THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY**

SIGNATURE _____

III. Property Redevelopment

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

A Part 1 application for registration on the National Register of Historic Places has been submitted to the US National Park Service. The property will be redeveloped under National Park Service and South Carolina Historic Preservation Office guidelines.

Redevelopment will consist of multifamily residential, commercial (retail, office, and warehousing and distribution) uses.

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 100
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ 75 MM

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 _____

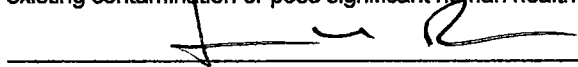
- b. Please Describe:

Redevelopment will incorporate energy efficient design and construction. Green space will be incorporated. Demolition and construction will incorporate recycling and reuse of demolition and construction material where applicable.

21. Anticipated date of closing or acquiring title to the property October / 31 / 2017

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)

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AND CORRECT COPY**

23. Environmental Consulting Firm
☒ None as of this application date

SIGNATURE



Company _____

Address _____

City _____

State _____

Zip _____

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)

Nexsen Pruet, LLC

SIGNATURE

Firm

Joan Hartley and Jim Price

803-540-2129

Attorney

Phone1

Phone 2

55 E. Campertown Way, Suite 400

Greenville

SC

29601

jhartley@nexsenpruet.com

Street Number or PO Box

City

State

Zip

email

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

Ken Reiter

Manager-Member

Financial Contact

Title

Judson Mill Ventures, LLC & Judson Mill Developer, LLC

919-885-4508

Company

Phone

P.O. Box 1622

Address

Carrboro

NC

27510

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 _____

(Name of Environmental Firm)

☒ Older report updated in the past six months by ERM - May 22, 2015, a new Phase I ESA will be performed

(Name of Environmental Firm)

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

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

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

(Site Name)

☒ The Following reports are attached:

Report Date	Report Name	Environmental Firm
May 22, 2015	Phase I Environmental Site Assessment	ERM
September 21, 2015	Phase II Environmental Site Assessment	ERM
June 22, 2015	Asbestos Inspection Report	Crossroads Environmental

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	Milliken & Company Judson Plant
Eligible for NRP Contract	☒ N
Assigned File Number	17-6483-NRP 50914
Assigned Contract Number	17-6483-NRP

NOT PROVIDED

NOT PROVIDED

ACCESS NOTE

**ACCESS TO SUBJECT PROPERTY VIA PUBLIC RIGHT OF WAY OF EASLEY
BRIDGE ROAD AND 2nd AVENUE.**

ENCROACHMENTS/PROTECTIONS

- (A) 9.4' ASPHALT ENCROACHMENT
 (B) 4.0" CONCRETE ENCROACHMENT
 (C) 5.1' BUILDING ENCROACHMENT (AT ITS GREATEST POINT)
 (D) 8.1" CONCRETE ENCROACHMENT
 (E) 11.1' WALL ENCROACHMENT

REFERENCE PLAT

1. PLAT ENTITLED "SURVEY FOR MILLIKEN & COMPANY (JUDSON PLANT SITE-ADDITIONAL PROPERTY), PREPARED BY FREELAND & ASSOCIATES, INC., DATED JUNE 5, 2014, REMISED JULY 28, 2014 AND RECORDED IN PLAT BOOK 1184, PAGE 91.

TAX ASSESSOR PARCEL NO.

0114001000100
0114001000101
0114001200200
0114001200300
0114001200400
0114001200500
0114001200600

ANALYSIS OF BEARINGS

SOUTH CAROLINA STATE PLANE COORDINATES WERE USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

FLOOD_ZONE

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS, GREENWILE COUNTY, STATE OF SOUTH CAROLINA WITH AN EFFECTIVE DATE OF AUGUST 18, 2014, THE PROPERTY SURVEYED AND SHOWN HEREON LIES WITHIN ZONE "X" PER COMMUNITY MAP NO. 4504503383E. ZONE "X" DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL FLOODPLAIN.

TRAVELER'S NOTES

NO OBSERVED EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS IN STREET RIGHT OF WAY LINES

1. THERE ARE NO KNOWN CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED, AND AVAILABLE FROM THE CONTROLLING JURISDICTION AND REFERENCE PLAT INFORMATION

1. THERE IS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.

THERE IS NO EVIDENCE OF SITE USE AS A SOLID WASTE DUMP

will

1. NO GAP'S OR OVERLAPS OBSERVED.

2. NO EVIDENCE OF POTENTIAL WETLANDS WERE OBSERVED ON THE SUBJECT PROPERTY AT THE TIME THE SURVEY WAS CONDUCTED. NOR WAS THERE ANY EVIDENCE OF ANY WETLANDS BEING LOCATED ON THE SUBJECT PROPERTY.

3. WITH REGARD TO TABLE 1, ALL SOURCE INFORMATION FROM WETLANDS AND MARSHES WILL BE OBTAINED WITH OBSERVED EVIDENCE OF WETLANDS UTILIZED TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. THE UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED, IN ADDITION, IN SOME JURISDICTIONS, BUT OR BE MORE DETAILED INFORMATION IS REQUIRED. THE CLIENT IS ADVISED THAT ANY EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY

TOPO NOTES:
1. ELEVATIONS ARE BASED ON NAVD88 (SCVRS)
2. CONTOURS ARE SHOWN AT 4' INTERVALS

CAUTION

Know what's below.
Call before you dig.

THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

TITLE COMMITMENT LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF GREENWILE, STATE OF SOUTH CAROLINA AND IS DESCRIBED AS FOLLOWS:

TOGETHER WITH:
ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND, LYING AND BEING IN THE COUNTY OF GREENWALE, STATE OF SOUTH CAROLINA, DESIGNATED AS 10.568 ACRES, 1.368 ACRES, AND 0.158 AC. ON THAT CERTAIN SURVEY PREPARED FOR MILLIKEN AND COMPANY (AUSON PLANT SITE - ADDITIONAL PROPERTY), PREPARED BY JAMES R. FREELAND & ASSOCIATES, INC., 1000 WEST 10TH STREET, FAYETTEVILLE, MISSISSIPPI 39301, AND RECORDED JULY 11, 2001, IN THE OFFICE OF THE CLERK OF THE REGISTER OF DEEDS FOR GREENWALE COUNTY, SOUTH CAROLINA IN PLAT BOOK 1184, AT PAGE 91.

AND FURTHER SHOWN ON THAT CERTAIN ALTA/NSPS LAND TITLE SURVEY PREPARED FOR BELMONT SAYRE, LLC, PREPARED BY A. CLAY JONES, PLS. NO. 26210, SITE DESIGN, INC., JOB NO. S160404, DATED JANUARY 26, 2017 AND RECORDED _____ 2017 IN THE OFFICE OF THE REGISTER OF DEEDS FOR GREENVILLE COUNTY, SOUTH CAROLINA IN PLAT BOOK _____ AT PAGE _____

EXCEPTIONS

NUMBERS CORRESPOND TO SCHEDULE B EXCEPTION ITEMS
FIDELITY NATIONAL TITLE INSURANCE COMPANY
COMMITMENT NO.: 24050-988
DATED: OCTOBER 20, 2016

- [illegible]

OVERHEAD POWER LINE;

B) POWER POLES;
C) FIBER OPTIC CABLE MARKERS;
D) VAULT;
E) WALL;
F) SANITARY SEWER MANHOLE;
G) SIGN;
H) FLAGPOLE; AND
J) FENCING.

J) FENCING.

SURVEYOR'S CERTIFICATE

TO: BELMONT SAYRE, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY;
FIDELITY NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY, THAT THIS MAP OR PLAT, AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-5, 6(A), 7(A), 8, 10(A), 11, 13 AND 14 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 19, 2016.

DATE OF PLAT OR MAP: NOVEMBER 2, 2016

BY: A. CLAY JONES, P.L.S.

S.C. CERTIFICATION

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

LEGEND

- [illegible]

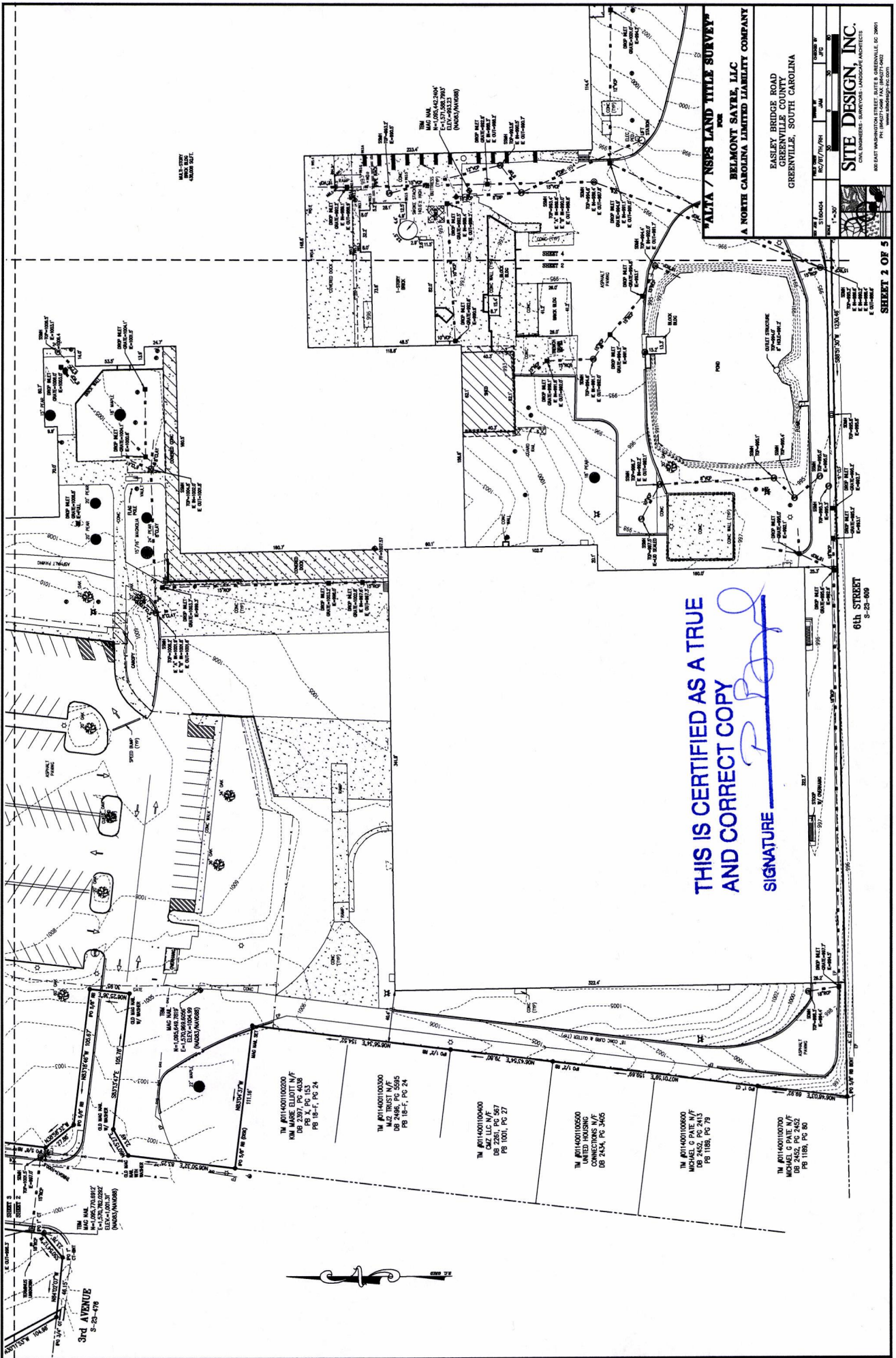
POST INDICATOR VALVE

BELMONT SAYRE, LLC
A NORTH CAROLINA LIMITED LIABILITY COMPANY

EASLEY BRIDGE ROAD
GREENVILLE COUNTY
GREENVILLE, SOUTH CAROLINA

SITE DESIGN, INC.
CIVIL ENGINEERS - SURVEYORS - LANDSCAPE ARCHITECTS
800 EAST WASHINGTON STREET, SUITE 8 GREENVILLE, SC 29601

PH (604) 771-0000 FAX (604) 771-0002
www.sitedesign-inc.com



THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY
SIGNATURE *[Signature]*

ALTA / NSPS LAND TITLE SURVEY
BY
BELMONT SAYRE, LLC
A NORTH CAROLINA LIMITED LIABILITY COMPANY

EASLEY BRIDGE ROAD
GREENVILLE COUNTY
GREENVILLE, SOUTH CAROLINA

SITE DESIGN, INC.
CIVIL ENGINEERS - SURVEYORS - LANDSCAPE ARCHITECTS
805 EAST WASHINGTON STREET, SUITE E, GREENVILLE, SC 29601
PH: (864) 734-0422 FAX: (864) 734-0422
WWW.SITEDSIGN.COM

SHEET 2 OF 5

"ALTA" / NRS LAND TITLE SURVEY

BELMONT SAYRE, LLC
A NORTH CAROLINA LIMITED LIABILITY COMPANY

EASLEY BRIDGE ROAD
GREENVILLE COUNTY
GREENVILLE, SOUTH CAROLINA

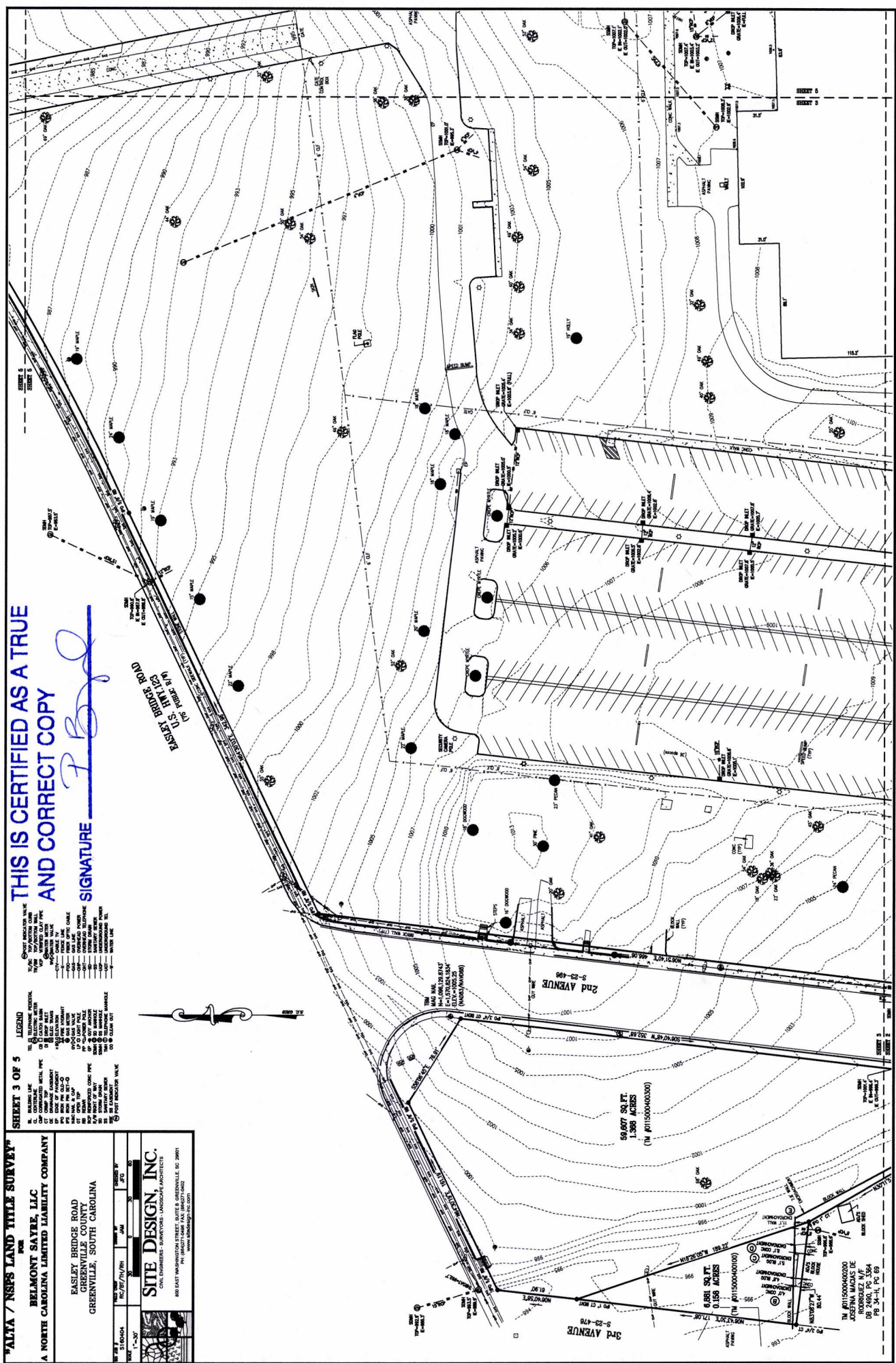
SITE DESIGN, INC.
Civil Engineering, Surveying, Landscape Architects
800 EAST WASHINGTON STREET, SUITE 8 GREENVILLE, SC 29601
(864) 661-1111
www.sitedesigninc.com

- SHEET 3 OF 5**
- 1. BOUNDARY LINE
 - 2. EASING LINE
 - 3. CONTIGUOUS AREA
 - 4. CORNER
 - 5. EASEMENT
 - 6. EASEMENT
 - 7. EASEMENT
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 - 100. EASEMENT

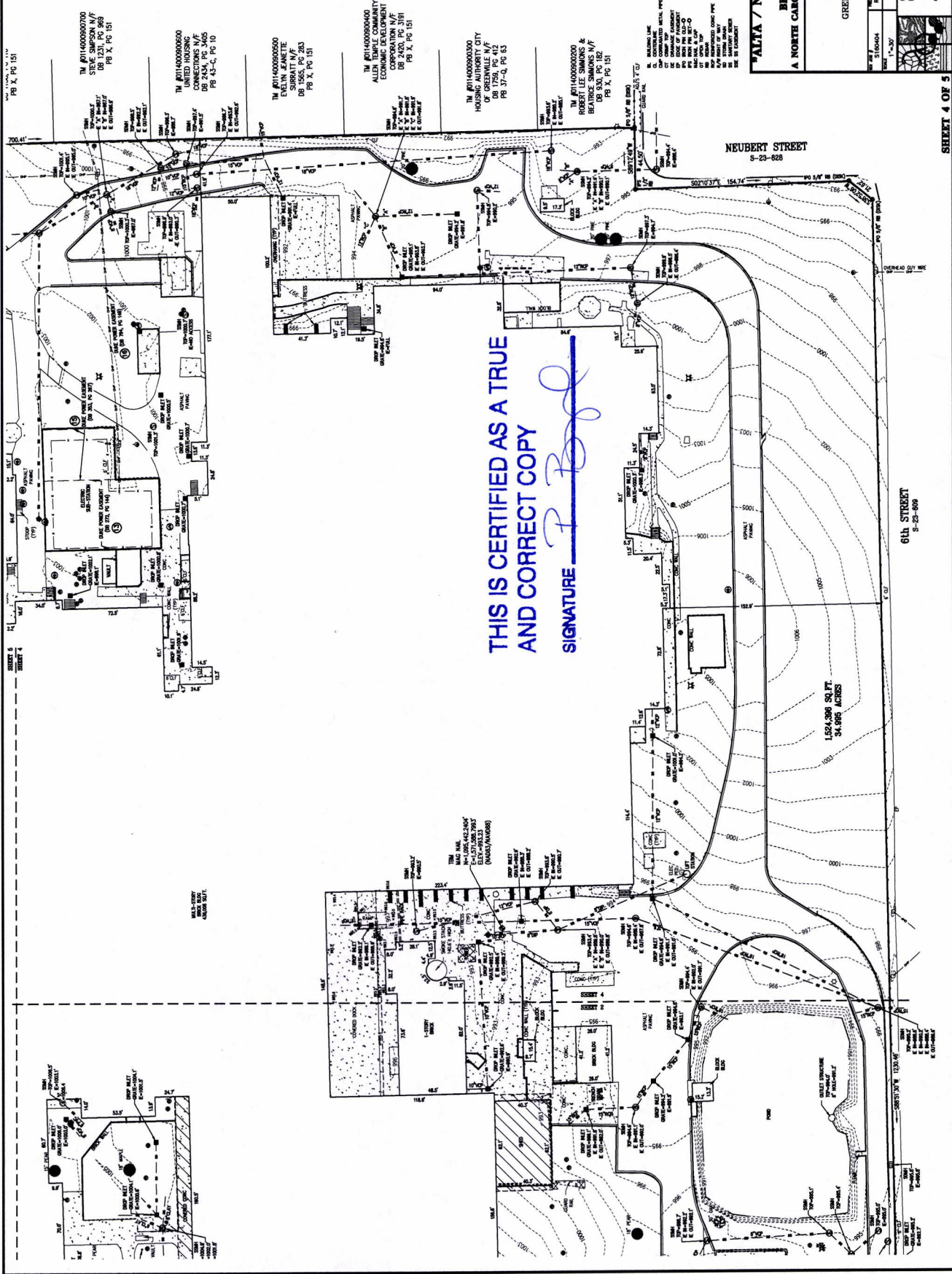
THIS IS CERTIFIED AS A TRUE AND CORRECT COPY

[Signature]

SIGNATURE



JOSEFINA MADROS DE
SURVEYOR
DB 2480, PG. 1564
PG. 34-1, PG. 69



THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY
SIGNATURE *R. B. [Signature]*

- LEGEND**
- 1. EXISTING LOT
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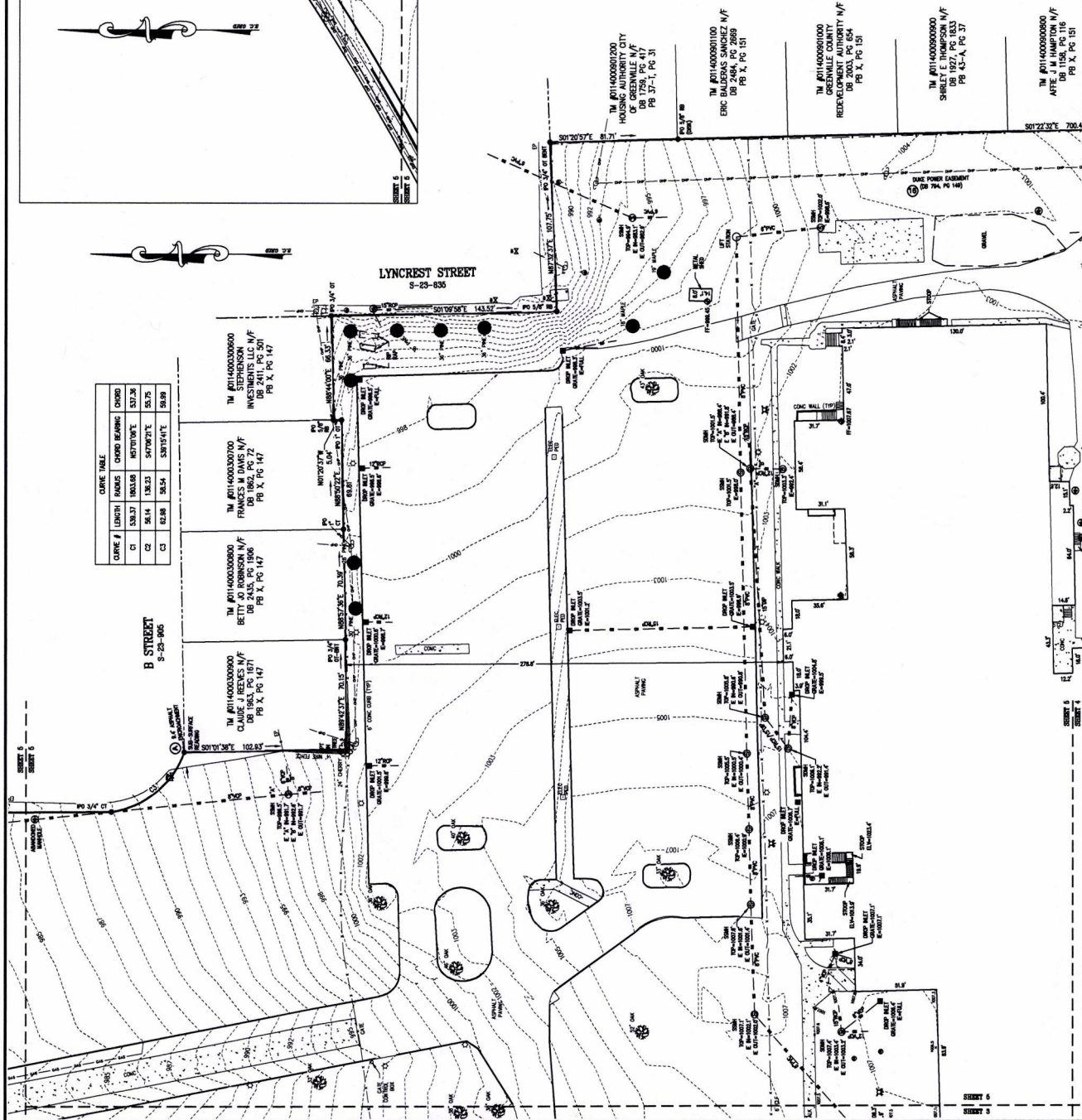
"ALTA" / NSPS LAND TITLE SURVEY

FOR
BELMONT SAYRE, LLC
A NORTH CAROLINA LIMITED LIABILITY COMPANY

EASLEY BRIDGE ROAD
GREENVILLE COUNTY
GREENVILLE, SOUTH CAROLINA

SITE DESIGN, INC.
CIVIL ENGINEERS - SURVEYORS - LANDSCAPE ARCHITECTS
405 EAST WASHINGTON STREET, SUITE B, GREENVILLE, SC 29601
PH: (864) 251-1000 FAX: (864) 251-1002
WWW.SITEDESIGNINC.COM

SHEET 4 OF 5



THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE

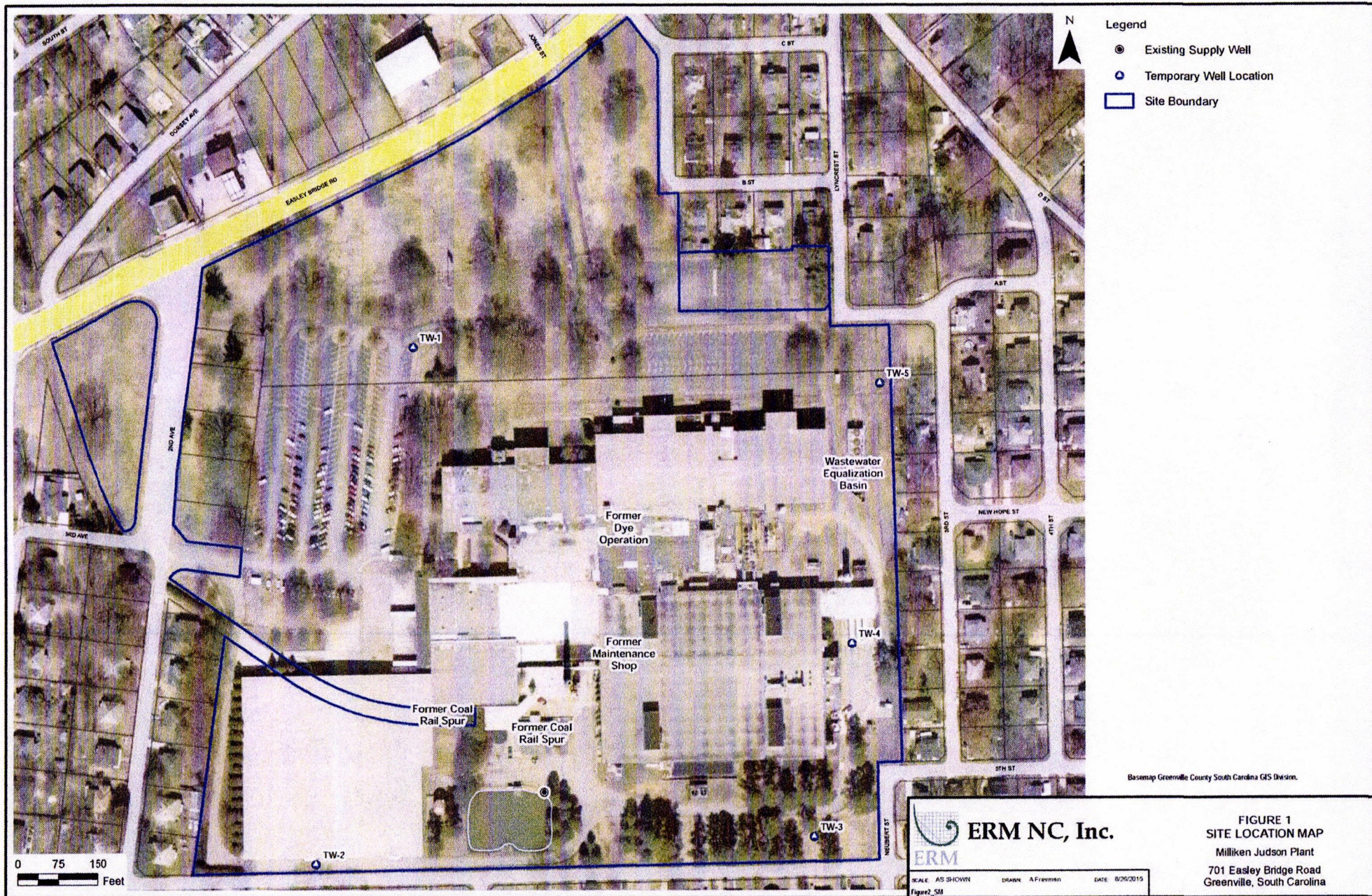
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CO • CLEAN OUT WATER LINE POST INDICATOR VALVE

BELMONT SAYRE, LLC

EASLEY BRIDGE ROAD
GREENVILLE COUNTY
GREENVILLE, SOUTH CAROLINA

SITE DESIGN, INC.
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800 EAST WASHINGTON STREET, SUITE B, GREENVILLE, SC 29601
PH: (864) 234-0462
www.sitedesign-inc.com



Legend

- Existing Supply Well
- Temporary Well Location
- Site Boundary

Basemap Greenville County South Carolina GIS Division.

ERM NC, Inc.
ERM
SCALE: AS SHOWN
DRAWN: A. Freeman
DATE: 8/25/2015
Figure 2 SM

FIGURE 1
SITE LOCATION MAP
Milliken Judson Plant
701 Easley Bridge Road
Greenville, South Carolina

**THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY**
SIGNATURE P. B. J.