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June 15, 2012

CERTIFIED MAIL – 9171082133393630029514

Eugene C. McCall, Jr.
McCall Environmental, PA
PO Box 3027
Greenville, SC 29602-3027

**Re: Responsible Party Voluntary Cleanup Contract;
Former Carter and Crawley Facility;
Greenville County**

Dear Mr. McCall:

Please find enclosed a Certified As True And Correct Copy of Responsible Party Voluntary Cleanup Contract 12-5952-RP which was executed on June 15, 2012.

Thank you so much for your patience and cooperation in this matter. The Department looks forward to working with Oaks Realty, A General Partnership, to address this Site under the South Carolina Voluntary Cleanup Program. Should you wish to further discuss the terms of the contract, please telephone either Gary Stewart at (803) 896-4054, or myself at (803) 896-4168.

Yours very truly,

David Wilkie, Environmental Health Manager
Site Assessment, Remediation & Revitalization Division
Bureau of Land and Waste Management

Enclosure

cc: Ken Taylor, L&WM (w/ enclosure)
John Cresswell, L&WM (w/ enclosure)
Gary Stewart, L&WM (w/ enclosure)
Susan Turner, Director, EQC Region 2 (w/ enclosure)
Shawn Reed, L&WM
File # 57892

**VOLUNTARY CLEANUP CONTRACT
12-5952-RP**

**IN THE MATTER OF
FORMER CARTER AND CRAWLEY FACILITY, GREENVILLE COUNTY
AND
OAKS REALTY, A GENERAL PARTNERSHIP**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Oaks Realty, a General Partnership, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760 (as amended), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (2002, as amended), and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200 (2002, as amended), with respect to the facility known as the Former Carter and Crawley Facility located at 1010 Thousand Oaks Boulevard, Greenville, South Carolina. The facility property ("Property") includes approximately 5.7 acres and is bounded generally by Thousand Oaks Boulevard to the north, Interstate 385 to the east, Whitethorn Lane to the south and Miller Road to the west. The Property is identified by County of Greenville as Tax Map Serial Number 0547030107503; and a legal description of the Property is attached to this Contract as Appendix A.

DEFINITIONS

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them in CERCLA, 42 U.S.C. §§ 9601, et seq. (as amended), the HWMA, S.C. Code Ann. §§ 44-56-10, et seq. (as amended), including any amendments, or in the regulations promulgated thereunder, or the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760 (as amended).

- A. "OAKS REALTY" shall mean Oaks Realty, a General Partnership. OAKS REALTY is a state of South Carolina General Partnership with its principal place of business located at 203 Tupelo Drive, Greer, South Carolina.
- B. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.



Ann. §§ 44-56-710, et seq. (as amended).

- J. "Work Plan" shall mean the plan for additional response actions to be conducted at the Site as described in Paragraph 3 of this Contract.

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 historical owners and operators of the property are as follows:

| | |
|---|--------------------------------|
| Ralph S. Crawley, J. B. Stephens, J. Wesley Davis, and Churchill A. Carter | April 1972 – September 1972 |
| Oaks Realty Corporation | September 1972 – November 1978 |
| Churchill A. Carter, Ralph S. Crawley, and J. B. Stephens | November 1978 – February 1980 |
| Oaks Realty, a General Partnership | February 1980 – Present |

- B. A Phase I Environmental Assessment Report, dated July 15, 2010 provides the following information about the history and current conditions on the Property. Prior to 1972, the Property was used for agricultural and poultry farmland. In 1972, the Property was developed with a manufacturing facility for custom control panels and cabinets for housing electrical components for various industries. These panels and cabinets were constructed of either cold rolled steel or hot rolled pickled and oiled steel. Prior to 1989, the steel housings were sand blasted outside the building to remove mill scale from the surface prior to painting, potentially releasing oils, residues and metals to soil and groundwater.
- C. After 1989, manufactured materials were steam cleaned inside the building using an iron phosphate solution. Wastewater from this process drained to a floor drain and then to a sump located on the south wall of the building. Once full, wastewater from the sump was pumped to a 980 gallon holding tank near the sump, corrected for pH, and discharged to the sanitary sewer. During the Phase I Assessment, the exterior, sheet metal wall adjacent to the drain and sump was observed to be corroded, and interpreted as an indication that wastewater may have previously been released from these structures to the

environment. A previous Phase I Assessment Report (QORE 2001) reportedly states that prior to installation of municipal water system at the Property, parts washing and degreasing operations discharged into three septic systems located on the southern portion of the Property. This statement is inconsistent with the findings of the current Phase I Assessment report that indicates there was only a single septic system that was used only for domestic wastewater.

- D. In 1975, a 250-gallon underground storage tank (UST) and gas pump were installed east of the building. The UST and pump were removed in 1976. This UST was not registered with the UST Program, as its removal predates registration requirements within the UST Program. Available soil and groundwater quality data (Limited Phase II Site Investigation Report, dated September 8, 2010) indicate that a release from this UST has occurred. This apparent release has been referred to the Department's Underground Storage Tank Program for evaluation regarding its regulatory status.
- E. The 2010 Phase I Assessment reports observation of an oil leak from an air compressor located in a small shed on the southwest corner of the building. Staining was observed on soil and concrete associated with this air compressor.
- F. After sandblasting operations ceased, the area behind the building was graded and the area was covered with gravel/stone to improve outdoor storage of lumber and equipment. Soils scraped up during grading activities are stockpiled in the eastern portion of the Property. These soils may contain residues from the historical sandblasting process conducted on the Property.
- G. Prior to city water connection in approximately 1980, the facility was served by a well, which is still present on the Property. The Property manager, Mr. Ralph Crawley, recalled the depth of the well to be approximately 300 feet deep.
- H. A Phase II Assessment Report, dated September 8, 2010 has been provided to the Department. Assessment activities included collection of eight soil and groundwater samples from potential contaminant source areas. All soil samples were collected from 10-15 feet below land surface. Petroleum related contaminants were detected in one soil sample collected from the general location of the former UST at levels above EPA Regional Screening Levels Protection of Groundwater SSLs, dated May 17, 2010. All groundwater



samples were collected from the top of the water table (sampling intervals between 15 to 22 feet below land surface). Groundwater quality results identified contaminants exceeding drinking water standards for benzene near the former UST, for benzo(a)pyrene (with other PAHs detected) in the vicinity of the wastewater tank, and iron above the secondary MCL in all locations with greatest concentrations found at the back of the facility and in the vicinity of the wastewater treatment tank.

RESPONSE ACTIONS

3. OAKS REALTY agrees to submit to the Department for review and written approval within thirty (30) days of the execution date of this Contract a Work Plan for the Site that is consistent with the technical intent of the National Contingency Plan. The Work Plan shall be implemented upon written approval from the Department. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and OAKS REALTY's contact person for matters relating to this Contract. OAKS REALTY will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify OAKS REALTY in writing of any deficiencies in the Work Plan, and OAKS REALTY will respond in writing within thirty (30) days to the Department's comments. The Work Plan and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina and shall set forth methods and schedules for accomplishing the following tasks:

- A. Conduct a Remedial Investigation (RI) to determine the source, nature, and extent of contamination at the Site.
- B. Submit to the Department an RI Report (to include a Baseline Risk Assessment or other evaluation of risk to human health and the environment) in accordance with the schedule in the approved RI Work Plan. The Department shall review the report for determination of completion of the RI and sufficiency of the documentation. If the Department determines that the field investigation is not complete, it will send written notification of such to OAKS REALTY, and OAKS

REALTY shall subsequently conduct additional field investigation to further determine the source, nature, and extent of contamination. If the Department determines that the field investigation is complete but the report is incomplete, the Department shall send to OAKS REALTY a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from the Department, OAKS REALTY shall submit a revised report addressing the Department's comments.

C. If determined necessary by the Department, conduct a Feasibility Study to evaluate remedial alternatives for addressing contamination at the Site.

4. OAKS REALTY shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan is submitted for information purposes only to the Department. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by OAKS REALTY.

5. OAKS REALTY shall inform the Department in writing at least five (5) working days in advance of all field activities pursuant to this Contract and shall allow the Department and its authorized representatives, if so desired, to take duplicates of any samples collected by OAKS REALTY pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a month thereafter, OAKS REALTY shall submit to the Department a written progress report that must include the following: (A) actions taken under this Contract during the previous reporting period; (B) actions scheduled to be taken in the next reporting period; (C) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (D) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

7. All correspondence which may or are required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if delivered by

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(A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, (C) or nationally recognized overnight delivery service company or by hand delivery to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing.

All correspondence, work plans, and reports (including four (4) copies and one (1) electronic form of all work plans and reports) should be submitted to:

The Department: Regina Brown
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
brownra@dhec.sc.gov

OAKS REALTY Ralph S. Crawley
Oaks Realty, A General Partnership
203 Tupelo Drive
Greer, SC 29651-7414

PUBLIC PARTICIPATION

8. Upon execution of this Contract, the Department will seek public participation in accordance with S.C. Code Ann. § 44-56-740 (as amended) and the technical intent of the National Contingency Plan. OAKS REALTY will pay costs of response associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

COSTS OF RESPONSE

9. As provided for by HWMA, S.C. Code Ann. §§ 44-56-200 (2002) and 44-56-740(B) (2002), OAKS REALTY shall, on a quarterly basis, reimburse the Department for oversight costs of activities required under this Contract. "Oversight Costs" shall mean those costs, both direct and indirect, incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract and any future amendments thereto. Oversight costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this



Contract, reviewing Work Plans and reports, supervising corresponding work and activities and costs associated with public participation. Payments will be due within thirty (30) days of the Department's invoice date. The Department shall provide documentation of its oversight costs in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs. Invoices shall be submitted to:

Oaks Realty, A General Partnership
203 Tupelo Drive
Greer, SC 29651-7414

All of OAKS REALTY's payments should reference the Contract number on page 1 of this Contract and made payable to:

The South Carolina Department of Health & Environmental Control

If complete payment of the quarterly billing of oversight costs is not received by the Department by the due date, interest shall accrue on the principal balance until such time as the entire amount is submitted. The interest applied to such outstanding balance shall be the rate specified by the federal government for any debts owed.

ACCESS

10. The Department, its authorized officers, employees, representatives, and all other persons performing response actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). OAKS REALTY and subsequent owners of the Property shall ensure that a copy of this Contract is provided to any lessee or successor or other transferee of the Property, and to any owner of other property that is included in the Site. If OAKS REALTY is unable to obtain access from the Property owner, the Department may obtain access and perform response activities. All of the Department's costs associated with access and said response actions will be reimbursed by OAKS REALTY.

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RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after OAKS REALTY has completed the actions required under this Contract, OAKS REALTY shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of OAKS REALTY and witnessed, signed, and sealed by a notary public. OAKS REALTY shall file this restrictive covenant with the Register of Mesne Conveyance or Deeds in Greenville County. The signed covenant shall be incorporated into this Contract as an Appendix. With the approval of the Department, the restrictive covenant may be modified in the future if additional remedial activities are carried out which meet appropriate clean-up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. The Department may require OAKS REALTY or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. OAKS REALTY or subsequent owners of the Property shall file an annual report with the Department by May 31st of each year detailing the current land uses and compliance with the restrictive covenants for as long as the restrictive covenant remains in effect on the Property. The report must be submitted in a manner prescribed by the Department.

OBLIGATIONS AND BENEFITS

12. The obligations of this Contract apply to and inure to the benefit of OAKS REALTY's signatories, parents, successors, assigns, and subsidiaries.

13. 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 not a signatory of this Contract or a signatory's parent, successor, assign, or subsidiary.

14. Subject to Paragraph 16, nothing in this Contract is intended to limit the right of the Department to undertake future response actions at the Site or to seek to compel parties to perform or pay for costs of 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.

15. Subject to the provisions of Paragraph 16, 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 that the Department may have against OAKS REALTY for any matters not expressly included in this Contract.

16. Upon successful completion of the terms of this Contract and the approved Work Plan as referenced in Paragraph 3 above, OAKS REALTY shall submit to the Department a written notice of completion.

Once the Department determines that OAKS REALTY has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. § 44-56-740(A)(5) and (B)(1) (as amended), will give OAKS REALTY a Certificate of Completion that provides a covenant not to sue to OAKS REALTY, its signatories, parents, successors, subsidiaries, for the work done in completing the response actions specifically covered in the Contract and completed in accordance with the approved work plans and reports. The covenant not to sue is contingent upon the Department's determination that the responsible party successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, OAKS REALTY, its signatories, parents, successors, assigns, and subsidiaries agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

17. OAKS REALTY and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Should OAKS REALTY or subsequent owners of the Site elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site

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does not pose a hazard to human health or the environment that did not exist prior to any initial response action addressing contamination identified in this Contract.

18. The Department may terminate this Contract only for cause, which may include but is not limited to, the following:

- A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract;
- B. Failure to complete the terms of this Contract or the Work Plan;
- C. Failure to submit timely payments for oversight costs as defined in Paragraph 9 above;
- D. Additional contamination or releases or consequences at the Site caused by OAKS REALTY, its parents, successors, assigns, and subsidiaries;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in OAKS REALTY's or its parents, successors, assigns, and subsidiaries business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract; or
- G. Failure by OAKS REALTY to obtain the applicable permits from the Department for any response actions or other activities undertaken at the Property.

19. Upon termination of the Contract, the covenant not to sue will be null and void. Termination of this Contract by OAKS REALTY or the Department does not end the obligations of OAKS REALTY to pay oversight costs already incurred by the Department and payment of such costs shall become immediately due.

20. The parties to this Contract agree that this Contract governs OAKS REALTY's liability to the Department for civil sanctions arising from the matters set forth herein and constitutes the entire agreement between the Department and OAKS REALTY with respect to this Contract. The parties are not relying upon any representations, promises, understandings or agreements except as expressly set forth in this Contract.

21. The signatories below hereby represent that they are authorized to and enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

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

DATE: 6/14/12

Clair A. Prince
Reviewed by Office of General Counsel

DATE: 6/13/12

OAKS REALTY, A GENERAL PARTNERSHIP

Charles A. Carter Ralph S. Crawley
Signature

DATE: 6-6-2012

CHARLES A. CARTER RALPH S. CRAWLEY
Printed Name and Title
GENERAL PARTNER GENERAL PARTNER

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

SIGNATURE sw

APPENDIX A

Legal Description of the Property

County of Greenville

Tax Map Serial Number 0547030107503

The Property is described by the following metes and bounds:

ALL that certain piece, parcel or tract of land, in the State of South Carolina and County of Greenville on the Southerly side of Thousand Oaks Boulevard, containing 5.6 acres, more or less, and being shown as Tract No. 1 on plat entitled "Thousand Oaks Industrial Park" by Piedmont Engineers & Architects, dated June 9, 1972, and recorded in the Office of the RMS for Greenville County in Plat Book 4Q at Page 30, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Southerly edge of Thousand Oaks Boulevard, which point is S. 89-27 E., 325.6 feet from the Southeasterly intersection of Miller Road and Thousand Oaks Boulevard, and running thence along Thousand Oaks Boulevard, S. 89-27 E., 589.3 feet to a point; thence S. 0-33 W., 341.6 feet to a point; thence S. 71-50 W., 475.05 feet to a point; thence N. 38-38 W., 225.2 feet to a point; thence N. 1-04 E., 319.5 feet to a point on the Southerly side of Thousand Oaks Boulevard, the point and place of beginning.

AND

ALL that certain piece, parcel or tract of land, in the State of South Carolina and County of Greenville, consisting of 0.17 acres, as shown on a plat of the property prepared by Freeland-Clinkscales & Associates, Inc., entitled "Survey for Oak Realty", dated November 17, 1987 and recorded in Plat Book 15B at Page 7, said property being more fully described by metes and bounds, to-wit:

BEGINNING at the northeastern corner of said tract at a new iron pin and running S. 1-02 W., 319.5 feet to an old iron pin; thence turning and running N. 38-39 W., 39.1 feet to a new iron pin; thence turning and running N. 1-02 E., 289.2 feet to a new iron pin; thence turning and running along the southern right-of-way of Thousand Oaks Boulevard S. 89-26 E., 25.0 feet to the point and place of beginning.

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

SIGNATURE _____

