

E. Vincent

**VOLUNTARY CLEANUP CONTRACT
25-8837-RP**

**IN THE MATTER OF
LEACH ROAD SITE, YORK COUNTY
and
ACTS RETIREMENT-LIFE COMMUNITIES, INC.**

This Contract is entered into by the South Carolina Department of Environmental Services and ACTS Retirement-Life Communities, Inc. (ACTS) 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 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200, with respect to the facility known as the Leach Road Site ("Site"). The ACTS property is located at 1079 and 1087 Leach Road, Rock Hill, South Carolina ("Property"). The Property includes approximately 109 acres and is bounded generally by Leach Road and the Park Pointe Village retirement community to the north, wooded land to the south, residences and wooded land to the east, and wooded land to the west. The Property is identified by the County of York as Tax Map Serial Number 539-00-00-121. 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 pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them pursuant to CERCLA, the HWMA, and in regulations promulgated under these statutes.

- A. "ACTS" shall mean ACTS Retirement-Life Communities, Inc. ACTS is a Pennsylvania nonprofit corporation with its principal place of business located at 420 Delaware Drive, Fort Washington, Pennsylvania.

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- B. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.
- C. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- D. "SCDES" shall mean the South Carolina Department of Environmental Services or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- E. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601(14).
- F. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA § 101, 42 U.S.C. §§ 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- G. "Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site, which is subject to ownership, prospective ownership, or possessory or contractual interest of ACTS.
- H. "Response Action" shall mean any assessment, cleanup, inspection,

or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.

- I. "Site" shall mean all areas where a Hazardous Substance, Pollutant or Contaminant 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, as defined in CERCLA.
- J. "Voluntary Cleanup" shall mean a Response Action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended.
- K. "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 SCDES, the following findings are asserted for purposes of this Contract:

- A. Property Ownership Information:
ACTS Retirement-Life Communities, Inc. 7/30/20 – Present
- B. The Site is comprised of one parcel of land that is approximately 109 acres. The northeastern portion of the Site was historically developed with one residence and three manufactured homes. These homes were demolished in the early 2020s. The remainder of the Site consists of predominantly wooded land. A liquified petroleum (LP) gas pipeline transects the western portion of the Site, and a natural gas pipeline crosses the central portion of the Site.
- C. In the earliest historical source reviewed, a 1938 aerial photograph, the Site consisted of predominantly wooded and agricultural land (likely row crops, hayfields, and/or pastureland) with potential residences and/or farm structures in the northeastern portion. Aerial photographs dated 1954 to 1995 indicate land disturbance

potentially associated with reported gravel quarry and/or coal ash fill-related activities in the central and northern portions of the Site.

- D. The current Site owner operates the Park Pointe Village retirement community located adjacent to the north of the Site and has proposed to expand this retirement community onto the Site.
- E. Based on information gathered during a Phase II Environmental Site Assessment performed by Hart & Hickman, metal concentrations including antimony, arsenic, barium, cobalt, copper, iron, lead, manganese, mercury, nickel, selenium, thallium, and vanadium were detected in one or more samples above their respective Protection of Groundwater Soil Screening Levels. Arsenic, cobalt, iron, and manganese were also detected in one or more samples at concentrations above their respective Residential Regional Screening Levels.

RESPONSE ACTIONS

3. ACTS agrees to submit to SCDES 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 SCDES. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by SCDES, and ACTS' contact person for matters relating to this Contract. ACTS will notify SCDES in writing of changes in the contractor or laboratory. SCDES will review the Work Plan and will notify Acts in writing of any deficiencies in the Work Plan, and ACTS will respond in writing to SCDES's comments within thirty (30) days. 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 an Environmental Assessment to determine the source, nature, and extent of Contamination at the Site.
 - B. Submit to SCDES an Assessment 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. SCDES shall review the report for determination of completion of the Assessment and sufficiency of the documentation. If SCDES determines that the field investigation is not complete, it will send written notification of such to ACTS, and ACTS shall subsequently conduct additional field investigation to further determine the source, nature, and extent of Contamination. If SCDES determines that the field investigation is complete but the report is incomplete, SCDES shall send to ACTS a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from SCDES, ACTS shall submit a revised report addressing SCDES's comments.
 - C. If determined necessary by SCDES, conduct a Feasibility Study or other evaluation of remedial and/or removal alternatives for addressing Contamination at the Site.
4. ACTS 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 to SCDES for information purposes only. SCDES expressly disclaims any liability that may result from implementation of the Health and Safety Plan by ACTS.
5. ACTS shall inform SCDES in writing at least five (5) working days in advance of all field activities pursuant to this Contract and, if deemed necessary by SCDES, shall

allow SCDES and its authorized representatives to take duplicates of any samples collected by ACTS pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, ACTS shall submit to SCDES 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 by either party to the other shall be in writing and deemed sufficiently given if delivered by (A) email, (B) regular U.S. mail, (C) certified or registered mail, postage prepaid, return receipt requested, (D) nationally recognized overnight delivery service company, or (E) 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.

Unless otherwise directed in writing by either party, all correspondence, work plans, and reports should be submitted to:

SCDES: Greg Cassidy
South Carolina Department of Environmental Services
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
greg.cassidy@des.sc.gov

ACTS Retirement-Life Communities, Inc.: Sean Fletcher
420 Delaware Drive (P.O. Box 2222)
Fort Washington, Pennsylvania 19034
Sfletcher@actslife.org

All final work plans and reports shall include two (2) paper copies and one (1) electronic copy on compact disk.

PUBLIC PARTICIPATION

8. Upon execution of this Contract by ACTS, SCDES will seek public participation in accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National Contingency Plan. ACTS will reimburse SCDES's costs associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

RESPONSE COSTS

9. In accordance with S.C. Code Ann. §§ 44-56-200 and 44-56-740, ACTS shall, on a quarterly basis, reimburse SCDES for Oversight Costs of activities required under this Contract. 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 SCDES's invoice date. SCDES 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:

ACTS Retirement-Life Communities, Inc.: Sean Fletcher
420 Delaware Drive (P.O. Box 2222)
Fort Washington, Pennsylvania 19034

All of ACTS' payments should reference the Contract number on page 1 of this Contract and be made payable to:

The South Carolina Department of Environmental Services

If complete payment of the Past Costs or of the quarterly billing of Oversight Costs is not received by SCDES by the due date, SCDES may bring an action to recover the

amount owed and all costs incurred by SCDES in bringing the action including, but not limited to, attorney's fees, SCDES personnel costs, witness costs, court costs, and deposition costs.

ACCESS

10. SCDES, 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 SCDES (or as allowed by applicable law). ACTS 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 ACTS is unable to obtain access from the Property owner, SCDES may obtain access and perform Response Actions. All of SCDES's costs associated with access and said Response Actions will be reimbursed by ACTS.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after ACTS has completed the actions required under this Contract, ACTS shall enter and file a restrictive covenant. Upon SCDES's approval of the items outlined therein, the restrictive covenant shall be signed by SCDES and representatives of ACTS and witnessed, signed, and sealed by a notary public. ACTS shall record this restrictive covenant with the Register of Deeds in York County. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by SCDES until the restrictive covenant, if required, is executed and recorded. With the approval of SCDES, 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. SCDES may require ACTS or subsequent owners of the Property to modify

the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. ACTS or subsequent owners of the Property shall file an annual report with SCDES 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 SCDES.

OBLIGATIONS AND BENEFITS

12. 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 SCDES may have against a responsible party who is not a signatory to this Contract and who is not a signatory's parent, subsidiary, successor or assign.

13. Subject to the provisions of Paragraph 15, nothing in this Contract is intended to limit the right of SCDES 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 SCDES in exercising its authority under State and Federal law.

14. Subject to the provisions of Paragraph 15, 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 SCDES may have against ACTS for any matters not expressly addressed by and settled through this Contract.

15. Upon successful completion of the terms of this Contract, ACTS shall submit to SCDES a request for a Certificate of Completion.

Once SCDES determines that ACTS has successfully and completely complied with this Contract, SCDES, pursuant to S.C. Code Ann. §§ 44-56-740(A)(5) and (B)(1), will give ACTS a Certificate of Completion that provides a covenant not to sue to ACTS,

its signatories, parents, subsidiaries, successors, and assigns for the work done in completing the Response Actions specifically covered in this Contract and completed in accordance with the approved work plans and reports. The covenant not to sue is contingent upon SCDES's determination that ACTS successfully and completely complied with this Contract.

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

16. ACTS and SCDES 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 ACTS elect to terminate, it must submit to SCDES all data generated pursuant to this Contract, and certify to SCDES's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site 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.

17. SCDES 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 ACTS, its parents, subsidiaries, successors, and assigns;
- E. Providing SCDES with false or incomplete information or knowingly

failing to disclose material information;

- F. Change in ACTS' or its parents', subsidiaries', successors', and assigns', business activities on the Property or uses of the Property that are inconsistent with the terms and conditions of this Contract; or
- G. Failure by ACTS to obtain the applicable permits from SCDES for any Response Action or other activities undertaken at the Property.

18. Upon termination of this Contract, the covenant not to sue will be null and void. Termination of this Contract by ACTS or SCDES does not end the obligations of ACTS to reimburse Oversight Costs already incurred by SCDES and payment of such costs shall become immediately due.

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

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE E. Vincent

THE SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES

BY: Juli E. Blalock
Juli Blalock, Chief
Bureau of Land and Waste Management
S.C. Department of Environmental Services

DATE: 9/15/25

Karen P. Fitts
Reviewed by Office of General Counsel

DATE: 9/15/25

ACTS RETIREMENT-LIFE COMMUNITIES, INC.

Signature Brian Rounsavill
Brian Rounsavill
Vice President
Procurement & Contract Management

DATE: 09-11-25

Printed Name and Title

APPENDIX A

Legal Description of the Property

County of York

Tax Map Serial Number 539-00-00121

ALL that certain piece, parcel or tract of land, lying, being and situate in the County of York, State of South Carolina, designated as "Tract 1, Tract 2 & Tract 3" on that certain plat entitled "Property Surveyed for Ralph E. Edwards, Located in the Ebenezer Township, York County, South Carolina" by William Thomas Stanford, Jr., with Fisher-Sherer, Inc., No. C01570, dated November 15, 2001 and recorded in the York County ROD Office on July 5, 2002 in Plat Book C82 at Page 1.

LESS AND EXCEPT:

ALL that certain piece, parcel or tract of land, lying, being and situate in the County of York, State of South Carolina, designated as "8.10 Acres" on that certain plat entitled "Property Surveyed for Major Mitchell, Located in the Ebenezer Township, York County, South Carolina" by Robert R. Medford with Fisher-Sherer, Inc., No. C01570, dated September 10, 2007 and recorded in the York County ROD Office on February 12, 2008 in Plat Book D294 at Page 5.

TMS # 539-00-00-121

BEING the same property conveyed unto Esdorn Edward and Reginald Leach by Deed of Distribution of the Estate of Mattie Leach Edwards recorded in the York County ROD Office on November 13, 2019 in Book 17903 at Page 118; further conveyed unto Rosa Taylor by Deed of Distribution of the Estate of Lashonda Leach recorded in Book 17903 at Page 136; further conveyed unto John Thomas Foster, Carolyn F. McCrorey, Kelvin Leon Foster, Sandra Foster Morris, Jacqueline Denise Nelson, Delmar B. Foster, Shaleika Black and Alijah James by Deed of Distribution of the Estate of Hattie Leach Foster Chisholm recorded in Book 17953 at Page 194; further conveyed unto Keith A. Gatlin, Jr. by deed of Touchstone Properties, Inc. recorded in Book 14895 at Page 250; further conveyed unto Essie Leach, Lashonda Leach, Alphonso James, Manzell Jamerson, Bobby Jamerson and Zedrick Jamerson by Deed of Distribution of the Estate of Alphonso Leach; further conveyed unto Touchstone Properties, Inc. by deed of Feather Stone Properties recorded in Book 10483 at Page 77; further conveyed unto Alphonso Leach, Hattie R. Foster, Eloise L. Robinson, Mattie L. Edwards, Richard Leach, Tommie L. Leach, Herman Leach, Doris L. Odom, Gary Leach, John Henry Wylie, Delois Johnson, Vernice Macon, Larry Wylie, Vera Thompson, Kimberly Coleman, Wylie Coleman, Anita B. Stockdale, Sheena Adams, Stanley B. Wylie, Nia Wylie, Monica Wylie, Robert L. Starnes, Mattie Leach, Willie L. Adkins, Sheryl Renae Leach, Lillian P. Leach, Rodney

L. Kirk, Andre L. Barnes, Willie L. Leach, Jr., John Robert Leach, Lottie Renee Leach, Terry G. Leach, Michael Leach, Deborah Watkins, Sandra Leach, George Robert Leach and Feather Stone Properties, Inc. by deed of Major Lewis Mitchell recorded in Book 9802 at Page 294; further conveyed unto Monica T. Wylie and Robert Levite Starnes by Deed of Distribution of the Estate of Robert Levite Wylie recorded in Book 7436 at Page 192; further conveyed unto Feather Stone Properties, Inc. by deed of Betty R. Leach recorded in Book 4480 at Page 98; further conveyed unto Henry Wylie, Jr., John Henry Wylie, Willie Delois Johnson, Vernice Macon, Robert Wylie, Larry Wylie, Stanley Wylie, Vera Thompson, Kimberly Coleman and Exodus Wylie Coleman by Deed of Distribution of the Estate of Inez Wylie recorded in Book 3396 at Page 74; further conveyed unto Betty R. Leach by deed of Robert Leach, Jr. recorded in Book 3393 at Page 342; further conveyed unto Major Lewis Mitchell by deed of Mary L. Mitchell recorded in Book 3162 at Page 156; further conveyed unto Inez L. Wylie, Eloise L. Robinson, Robert Leach, Jr., Alphonso Leach, Mary L. Mitchell, Hattie Ruth L. Foster, Richard Leach, Tommy Leach, Herman Leach, Willie L. Leach, Doris L. Odom, Gary Leach, Mattie Louis L.W. Edwards, and John George Leach by deed of Robert Leach, Sr. recorded in Book 906 at Page 92.