

**OVERSIGHT CONTRACT
24-5708-OC**

**IN THE MATTER OF
COLUMBIA PHOSPHATE COMPANY SITE, RICHLAND COUNTY
and
UNIVERSITY OF SOUTH CAROLINA FOUNDATION**

This Contract is entered into by the South Carolina Department of Environmental Services and the University of South Carolina Foundation ("USCF"), pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C., §§ 9601 et seq., and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200 (2002), with respect to the facility known as the Columbia Phosphate Company Site ("Site"). The USCF property is located at 707 Catawba Street, Columbia, South Carolina ("Property"). The Property includes approximately 3.55 acres and is bounded generally by railroad tracks to the north, Catawba Street to the south, Gadsden Street to the east, and Wayne Street to the west. The Property is identified by the County of Richland as Tax Map Serial Numbers R08913-04-01 and R08913-03-07. A legal description of the Property is attached to this Contract as Appendix A.

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., pursuant to the HWMA, S.C. Code Ann. § 44-56-200 (2002), including any amendments, or in the regulations promulgated thereunder.

- A. "USCF" shall mean University of South Carolina Foundation.
- B. "Bona Fide Prospective Purchaser" shall mean a person (or a tenant of a person) that acquires ownership of a facility after January 11, 2002, and that establishes by a preponderance of the evidence each of the criteria in CERCLA § 101(40)(A through H).
- C. "Contract" shall mean this Oversight 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" means (A) any substance designated pursuant to section 311(b)(2)(A) of the Federal Water Pollution Control Act [33 U.S.C. 1321(b)(2)(A)], (B) any element, compound, mixture, solution, or substance designated pursuant to section 9602 of this title, (C) any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act [42 U.S.C. 6921] (but not including any waste the regulation of which under the Solid Waste Disposal Act [42 U.S.C. 6901 et seq.] has been suspended by Act of Congress), (D) any toxic pollutant listed under section 307(a) of the Federal Water Pollution Control Act [33 U.S.C. 1317(a)], (E) any hazardous air pollutant listed under section 112 of the Clean Air Act [42 U.S.C. 7412], and (F) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 7 of the Toxic Substances Control Act [15 U.S.C. 2606]. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 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, Section 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" shall mean property as described in the legal description attached as Appendix A, and that is subject to ownership, prospective ownership, or possessory or contractual interest of USCF.
- 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. "Responsible Party" shall mean: The owner and operator of a vessel, as defined in CERCLA Section 101(28), or a facility;
 - a. Any person who, at the time of disposal of any hazardous substance, owned or operated any facility at which such hazardous substances were disposed of;
 - b. Any person who, by contract, settlement, or otherwise, arranged for disposal or treatment or arranged with a transporter for transport for disposal or treatment of hazardous substances owned or possessed by such person, by any other party or entity, at any facility or incineration vessel owned or operated by such a party or entity and containing such hazardous substances; and/or
 - c. Any person who accepts or accepted any hazardous substances for transport to disposal or treatment

facilities, incineration vessels, as defined in CERCLA Section 101(38), or sites selected by such person from which there is a release, or a threatened release that causes the incurrence of response costs, of a hazardous substance.

- J. "The Site" shall mean all areas where a Hazardous Substance, Pollutant or Contaminant has been released, deposited, stored, disposed of, placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
- 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.
2. Based on the information known by or provided to SCDES, the following findings are asserted for purposes of this Contract:

A. The Columbia Phosphate Company Site is the location of a former superphosphate fertilizer manufacturing facility which operated from the late 1880s to the early 1900s. Virginia Carolina Chemical Company owned and operated the facility. Review of historic Sanborn Fire Insurance Maps indicates that, prior to 1919, the facility was no longer operating and related building structures had been removed.

B. Property Ownership Information:

R08913-04-01

- | | |
|-------------------------|--------------------|
| • USC Foundation | 3/8/05 – Present |
| • Consolidated Services | 7/5/89 – 3/8/05 |
| • Leslie W Hamlett JR | 12/1/86 – 7/5/89 |
| • Eugene M Etal Hood | 11/11/11 – 12/1/86 |

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- USC Foundation 3/8/05 – Present
- Consolidated Services 7/5/89 – 3/8/05

C. The Gage Group, Inc. conducted a Phase I Environmental Site Assessment ("Phase I") for the USCF dated February 23, 2005. Findings from the Phase I include:

- a. A 1989 Preliminary Environmental Audit Report references heavy equipment repair and machine storage on the site possibly from the 1940s through the 1960s. Past Site use for fertilizer and chemical storage, and for production and heavy equipment repair, constitutes a historical recognized environmental condition (REC).
- b. Miscellaneous inert debris in the form of scrap metal and tires and apparent overgrown soil piles were observed on the undeveloped portion of the Site. Some of the debris was partially buried, suggesting past filling or waste disposal activities. None of the debris observed appeared to consist of hazardous materials and no evidence of environmental impact was observed at the time of the Site inspection. Based on this information, the inert debris and apparent soil piles do not appear to constitute a REC at this time but may be indicative of past filling or waste disposal activities on the Site.
- c. The Gage Group, Inc. provided the following recommendations: 1) Perform a Limited Site Investigation to include the collection of soil and ground water samples to determine if an impact has occurred from historic RECs including fertilizer and chemical storage, heavy equipment storage and repair operations, and possible filling and waste disposal activities and 2) Perform a complete asbestos and lead paint survey of the Property buildings prior to future renovation or demolition in accordance with NESHAP, OSHA, and SCDES asbestos regulations.

D. In March 2005, USCF purchased the Property, which encompasses only

- a portion of the former superphosphate fertilizer manufacturing facility. The extent of the soil contamination found on the Site extends beyond the limits of USCF's property and onto adjacent properties.
- E. USCF asserts it conducted all appropriate inquiry prior to purchase of the Property and meets all statutory criteria required to qualify as a Bona Fide Prospective Purchaser under CERCLA.
 - F. SCDES's predecessor agency, the South Carolina Department of Health and Environmental Control (SCDHEC)¹ collected soil samples at the Site on April 10, 2007. Laboratory results revealed elevated levels of lead above 1,000 ppm and arsenic above 100 ppm. The Site was referred to the U.S. Environmental Protection Agency (EPA) Region 4 Site Assessment Section and then to EPA's Emergency Response & Removal Branch for evaluation for a time-critical removal action.
 - G. EPA issued a report on the field investigation of the Site on July 23, 2008, finding numerous soil samples that exceeded Removal Action Levels for lead and arsenic.
 - H. A time-critical removal action was conducted by EPA at the Site to address arsenic and lead soil contamination and the removal action was completed in 2009. A Removal Action Completion Report was issued on December 7, 2009.
 - I. In February 2021, SCDHEC conducted a Site visit and determined a building had been removed, leaving potentially contaminated soil exposed. In June 2022, SCDHEC conducted additional soil sampling to evaluate the need for an additional removal action. The results showed elevated levels of lead and arsenic.
 - J. On May 22, 2023 (erroneously dated May 22, 2022), F&ME Consultants (F&ME) produced a Soil Disturbance Action Plan for Site Improvements to address any future activities which might disturb contaminated soils.

¹ Pursuant to South Carolina Act No. 60 of 2023 and S.C. Code Ann. § 1-30-140, all functions, powers, and duties of the environmental divisions, offices, and programs of the Department of Health and Environmental Control were transferred to, incorporated in, and shall be administered as part of the Department of Environmental Services as of July 1, 2024.

E. Vincent

- K. At the request of SCDHEC and EPA, F&ME, on behalf of USCF, collected additional surface and near-surface soil samples the results of which were in its August 17, 2022 report. Laboratory results indicated elevated levels of lead and arsenic in surface and near-surface soils.
 - L. On May 22, 2023, F&ME produced a Site Specific Health and Safety Plan to address excavation and site staging activities associated with future site improvements.
 - M. On July 31, 2023, EPA issued a Soil Sampling Data Evaluation Memo reviewing soil sampling taken in July 2022 at the Site. The memo found that arsenic and lead concentrations in some samples exceeded residential screening values, but did not exceed the levels protective of industrial and commercial exposure. The memo stated that "both lead and arsenic concentrations are below health-based screening values, indicating that there is not an imminent and substantial human health risks (sic) to commercial or industrial workers."
 - N. On November 9, 2023, EPA notified SCDHEC that the Site did not meet the criteria for a time-critical removal action and EPA was recommending no further action be taken under the federal Superfund Program at that time.
3. USCF 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 USCF's contact person for matters relating to this contract. USCF will notify SCDES in writing of changes in the contractor or laboratory. SCDES will review the Work Plan and will notify USCF in writing of any deficiencies in the Work Plan, and USCF shall respond in writing within thirty (30) days to SCDES'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 to demonstrate USCF is taking appropriate care with respect to the hazardous substances at the facility by taking reasonable steps to:

- A. Conduct an Assessment of the source, nature, and extent of contamination in areas of proposed site improvements where previous data has not been collected or is insufficient. Historic sampling and characterization of the site has been done extensively. The primary focus of the additional sampling will be in the proposed stormwater basin, with a scope of work to be submitted by F&ME and approved by SCDES.
- B. Submit to SCDES an Assessment Report in accordance with the schedule in the approved Assessment Work Plan. SCDES shall review the report for determination of completion of the Assessment Report and sufficiency of the documentation. If SCDES determines that the field investigation is not complete, it will send written notification of such to USCF, and USCF 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 USCF a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from SCDES, USCF shall submit a revised report addressing SCDES's comments.
- C. Once an Assessment Work Plan has been approved by SCDES, submit a Corrective Action Plan to SCDES that establishes work required to complete the site improvements in the areas where contaminated soils were identified on USCF property. SCDES will review the Corrective Action Plan and will notify USCF in writing of any deficiencies in the Corrective Action Plan, and USCF will

respond in writing to SCDES's comments within thirty (30) days. If SCDES determines that the Corrective Action Plan is complete but the report is incomplete, SCDES shall send to USCF a letter indicating that revision of the plan is necessary. Within thirty (30) days of receipt of such letter from the SCDEDS, USCF shall submit a revised Corrective Action Plan addressing SCDES's comments.

- D. Submit to SCDES a Corrective Action Report in accordance with the schedule in the approved Corrective Action Plan. SCDES shall review the report for determination of completion of the Corrective Action Report and sufficiency of the documentation. If SCDES determines that the Corrective Action Report is complete but the report is incomplete, SCDES shall send to USCF a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from SCDES, USCF shall submit a revised report addressing SCDES's comments.
 - E. Once the Corrective Action Report has been approved, submit to SCDES a Soil Management Plan that will address what measures should be taken when soil is disturbed. The Plan should provide the location and depth of the demarcation barrier and areas of the site that have been capped. The Plan should provide contact information for USCF and any notice requirements for any entity planning to disturb the soil. The Soil Management Plan should be included in a Restrictive Covenant which will stay with the deed.
4. For any field activities, USCF 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. USCF agrees that the Health and Safety Plan is submitted for informational purposes only to SCDES and any liability that may result from implementation of the Health and Safety Plan shall rest solely with USCF.
5. USCF shall inform SCDES at least five (5) working days in advance of all field

activities pursuant to this Contract and shall allow SCDES and its authorized representatives, if so desired, to take duplicates of any samples collected by USCF pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, USCF 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 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 (i) regular U.S. mail, (ii) certified or registered mail, postage prepaid, return receipt requested, (iii) or nationally recognized overnight delivery service company, or (iv) 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 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

University of South Carolina Foundation: Hunter Lambert
1027 Barnwell Street
Columbia, SC 29208

8. Upon execution of this Contract, SCDES may seek public participation in accordance with the technical intent of the National Contingency Plan. Costs associated with public participation, (e.g., public notices(s), building and equipment rental(s) for

public meetings, etc.) will be paid by USCF.

9. USCF 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 public participation. Payments will be due within thirty (30) days of receipt of SCDES's invoice. Invoices shall be submitted to:

University of South Carolina Foundation: Hunter Lambert
1027 Barnwell Street
Columbia, SC 29208

10. The terms and conditions of this Contract apply to and shall inure to the benefit of each signatory and its parents, successors, assigns, and subsidiaries, and upon SCDES.

11. 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 USCF.

12. 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 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.

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 SCDES may have against any person, firm, or corporation not a signatory of this Contract or a signatory's parent, successor, assign, or subsidiary.

14. 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). USCF 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.

15. If hazardous substances in excess of residential standards exist at the Property after USCF has completed the actions required under this Contract, USCF 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 USCF and witnessed, signed, and sealed by a notary public. USCF shall file this restrictive covenant with the Register of Deeds in Richland County. The signed covenant shall be incorporated into this contract as an Appendix. 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 USCF or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. USCF 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 may be submitted in a manner prescribed by SCDES.

16. Upon successful completion of the terms of this Contract and the approved Work Plan as referenced in Paragraphs 4 and 15 above, USCF shall submit to SCDES a written notice of completion. Once SCDES determines satisfactory completion of the Contract terms, SCDES will give USCF a Certificate of Completion.

17. USCF or subsequent owners of the Site 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 USCF or subsequent owners of the Site 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.

18. 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 submit an approvable work plan in a timely manner or to complete the terms of this Contract or the Work Plan; (c) failure to submit timely payment for oversight costs as defined in Paragraph 9 above, or (d) additional contamination or releases or consequences at the Site caused by USCF its parents, successors, assigns, and subsidiaries; (e) providing SCDES with false or incomplete information or knowing failure to disclose information; (f) change in USCF'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 to conduct or complete the reasonable steps outlined in Paragraph 3 above.

19. The signatories below hereby represent that they are authorized to and 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

DATE:

5/27/25

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

Reviewed by Office of General Counsel

Karone Carey

DATE:

5/23/25

UNIVERSITY OF SOUTH CAROLINA FOUNDATION

BY:

R. Hunter Lambert

DATE:

5/22/25

R. Hunter Lambert, Assistant Vice President
Printed Name and Title

APPENDIX A

Legal Description of the Property

County of Richland

Tax Map Serial Number R08913-04-01 and R08913-03-07

All those certain pieces, parcels or tracts of land, with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, the same being shown and delineated as Parcel 'A-1' (containing 3.49 acres) and Parcel 'A-2' (containing 0.06 acre) on a Plat prepared for The University of South Carolina Development Foundation by Associated E & S, Inc., Larry W. Smith, S.C., P.L.S No. 3724, dated February 28, 2005 and recorded in the Office of the Register of Deeds for Richland County, South Carolina in Record Book 1030, at page 1366, and according to said plat, having the following boundaries and measurements, to-wit:

PARCEL 'A-1' (3.49 ACRES): BEGINNING at a 1- $\frac{1}{4}$ " open pipe located at the easternmost corner of said Parcel 'A-1', 92.6 feet southwest of the intersection of the northern right-of-way line of Catawba Street with the western right-of-way line of Gadsden Street; thence proceeding in a southwesterly direction along the northern right-of-way line of Catawba Street, the following courses and distances: S71°32'32"W for a distance of 324.79 feet to a 1- $\frac{1}{4}$ " open pipe; thence S71°32'32"W for a distance of 42.12 feet to a calculated point; thence turning and running along property designated on said plat as Huger Street Extension - Never Opened-, along a curved line to the left, having a radius of 535.35, a chord bearing of

N57°43'21"W for a chord distance of 274.86 feet to a calculated point; thence turning and running along property designated on said plat as Now or Formerly Miller Steel, Inc. N18°17'27"W for a distance of 38.50 feet to a 1/2" Rebar; thence turning and running along property designated on said plat as Seaboard Coastline Railroad the following courses and distances: N49°14'47"E for a distance of 23.40 feet to a 1- $\frac{1}{4}$ " open pipe; thence N52°35'48"E for a distance of 60.53 feet to a 1/2" Rebar; thence N52°25'18"E for a distance of 39.68 feet to a 1/2" Rebar; thence N18°18'39"W for a distance of 36.86 feet to a 1/2" Rebar; thence N61°50'06"E for a distance of 101.43 feet to a 1- $\frac{1}{4}$ " open pipe; thence N62°44'10"E for a distance of 14.88 feet to a 1- $\frac{1}{4}$ " open pipe; thence N66°24'52"E for a distance of 50.00 feet to a 1- $\frac{1}{4}$ " open pipe; thence N73°04'54"E for a distance of 50.00 feet to a 1- $\frac{1}{4}$ " open pipe; thence N79°44'49"E for a distance of 50.00 feet to a 1- $\frac{1}{4}$ " open pipe; thence N86°24'54"E for a distance of 50.00 feet to a 1- $\frac{1}{4}$ " open pipe; thence S86°55'06"E for a distance of 50.00 feet to a 1- $\frac{1}{4}$ " open pipe; thence S80°15'10"E for a distance of 50.00 feet to a 1- $\frac{1}{4}$ " open pipe; thence S73°35'08"E for a distance of 25.67 feet to a 1- $\frac{1}{4}$ " open pipe; thence turning and running along property designated on said plat as Now or Formerly Southeastern Electric the following courses and distances: S18°32'00"E for a distance of 150.71 feet to a 1- $\frac{1}{4}$ " open pipe; S18°32'00"E for a distance of 124.86 feet to the 1- $\frac{1}{4}$ " open pipe at the POINT OF BEGINNING (be all measurements a little more or less).

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AND:

PARCEL 'A-2' (0.06 ACRE): COMMENCING at a 1- $\frac{1}{4}$ " open pipe located in the easternmost corner of property designated on said plat as Parcel 'A-1', 92.6 feet southwest of the intersection of the northern right-of-way line of Catawba Street with the western right-of-way line of Gadsden Street; thence proceeding in a southwesterly direction along the northern right-of-way line of Catawba Street, the following courses and distances: S71°32'32"W for a distance of 324.79 feet to a 1- $\frac{1}{4}$ " open pipe; thence S71°32'32"W for a distance of 42.12 feet to a calculated point; thence S71°32'32"W for a distance of 112.53 feet to a calculated point located at the easternmost corner of Parcel 'A-2' and the TRUE POINT OF BEGINNING; thence continuing along the northern right-of-way line of Catawba Street S71°32'32"W for a distance of 62.05 feet to a calculated point; thence turning and running along property designated on said plat as Now or Formerly Miller Steel, Inc. N18°17'27"W for a distance of 81.29 feet to a calculated point; thence turning and running along property designated as Huger Street Extension - Never Opened-, along a curved line to the right, having a radius of 435.35, a chord bearing of S55°42'36"E for a chord distance of 102.12 feet to the calculated point at the POINT OF BEGINNING (be all measurements a little more or less).

This being the same or a portion of the property conveyed to the Grantor herein by the following Deeds: (1) Deed from Eugene M. Hood, Frances McDaniel Hood, Adale H. Handschy and Lloyd D.

Handschy dated January 22, 1998 and recorded in the Office of the Register of Deeds for Richland County, South Carolina on January 29, 1998 in Deed Book D1430, at page 873; (2) Deed from Leslie W. Hamlett, Jr. and William F. Duncan dated June 29, 1989 and recorded in the Office of the Register of Deeds for Richland County, South Carolina on July 5, 1989 in Deed Book D941, at page 362; (3) Deed from William F. Duncan, Susan A. Duncan, Leslie W. Hamlett, Jr. and Shelby P. Hamlett dated June 29, 1989 and recorded in the Office of the Register of Deeds for Richland County, South Carolina on July 5, 1989 in Deed Book D941, at page 366; (4) Deed from the City of Columbia dated July 27, 1998 and recorded in the Office of the Register of Deeds for Richland County, South Carolina on July 28, 1998 in Record Book 133, at page 513 (TMS NOS. 08913-03-02; 08913-03-05; 08913-03-07; 08913-04-01; 08913-04-03; 08913-04-05).