

**VOLUNTARY CLEANUP CONTRACT
25-8877-RP**

**IN THE MATTER OF
RESORT SERVICES SITE, BEAUFORT COUNTY
and
RESORT SERVICES, INC. and TIDELINE LINEN SERVICES, LLC**

This Contract is entered into by the South Carolina Department of Environmental Services and Resort Services, Inc. and Tideline Linen Services, LLC, 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 Resort Services Site ("Site"). The Resort Services, Inc. and Tideline Linen Services, LLC property is located at 336 and 342 Buck Island Road, Bluffton, South Carolina ("Property"). The Property includes approximately 10.2 acres and is bounded generally by Buck Island Road to the north, undeveloped wooded land to the south, Buck Island Road to the east, and undeveloped wooded land to the west. The Property is identified by the County of Beaufort as Tax Map Serial Numbers R610 039 000 018B 0000 and R610 039 000 0168 0000. 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. "Respondents" shall mean Resort Services, Inc. and Tideline Linen Services, LLC. Respondents are a South Carolina corporation with its principal place of business located at 336 Buck Island Road, Bluffton, SC 29910 (Resort Services) and a South Carolina limited

liability company with its principal place of business located at 93 Farnsleigh Avenue, Bluffton, SC 29910 (Tideline Linen Services).

- B. "Contamination" shall mean impact by a Pollutant or Contaminant, Petroleum and Petroleum Product, 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. "Petroleum" and "Petroleum Product" shall mean crude oil or any fraction of crude oil, which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds for each square inch absolute), including any liquid, which consists of a blend of petroleum and alcohol and which is intended for use as a motor fuel.
- G. "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.

- H. "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 Respondents.
- I. "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.
- J. "Site" shall mean all areas where a Hazardous Substance, Petroleum, Petroleum Product, 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.
- K. "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.
- L. "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. Resort Services, Inc. was founded in 1972 and has operated as a commercial linen operation in support of coastal Georgia and South Carolina medical, hospitality, and food and beverage businesses.
- B. The Site was primarily residential, agricultural, and wooded land from the early 1940s through the early 1970s. In the late 1970s, the Site was developed with one commercial building. In the mid-1980s, the

facility was expanded into three buildings (Buildings A, B, and C), and included construction of an exterior aboveground storage tank (AST) farm, truck fueling AST system, and wastewater system including three 1,500-gallon septic tanks, three 500-gallon pump tanks, and a 200,000-gallon holding pond. Resort Services Inc. has conducted commercial laundry operations on the Site from 1984 through present.

- C. The history of laundry chemicals and petroleum products storage/use, and the 200,000-gallon holding pond on the Site are considered recognized environmental conditions (RECs).

RESPONSE ACTIONS

3. Respondents agree 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 Respondents' contact person for matters relating to this Contract. Respondents will notify SCDES in writing of changes in the contractor or laboratory. SCDES will review the Work Plan and will notify Respondents in writing of any deficiencies in the Work Plan, and Respondents 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 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 Respondents, and Respondents 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 Respondents a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from SCDES, Respondents 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. Respondents 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 Respondents.

5. Respondents 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 Respondents pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, Respondents 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: Kylie Moore
South Carolina Department of Environmental Services
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
Kylie.moore@des.sc.gov

Respondents: Resort Services, Inc.: David Reeves
336 Buck Island Road
Bluffton, SC 29910
davidr@resortservicesinc.com

Tideline Linen Services, LLC: Jerry Reeves
93 Farnsleigh Avenue
Bluffton, SC 29910
Jerry.reeves@tidelinelinen.com

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

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). Respondents 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 Respondents are 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 Respondents.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Respondents have completed the actions required under this Contract, Respondents 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 Respondents and witnessed, signed, and sealed by a notary public. Respondents shall record this restrictive covenant with the Register of Deeds in Beaufort 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 Respondents or subsequent owners of the Property to modify the restrictive covenant if a significant

change in law or circumstances requiring remediation occurs. Respondents 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. Upon execution of this Contract by SCDES, the Respondents, their signatories, parents, subsidiaries, successors and assigns shall be deemed to have resolved their liability to the State in an administrative settlement for purposes of, and to the extent authorized under 42 U.S.C. § 9613(f)(2), S.C. Code Ann. § 44-56-200, for the matters addressed in this Contract. "Matters addressed" are all Response Actions taken or to be taken at or in connection with this Site under this Contract and any subsequent amendments to this Contract, and all response costs incurred or to be incurred under this Contract and any subsequent amendments to this Contract. Further, by resolving its liability to the State for some or all of a Response Action in this administrative settlement, the Respondents may seek contribution to the extent authorized under 42 U.S.C. § 9613(f)(3)(B), S.C. Code Ann. § 44-56-200 from any person who is not a party to this administrative settlement. A thirty (30) day comment period shall be required prior to SCDES's execution of this Contract and shall commence upon publication of the notice of this proposed Contract in the *South Carolina State Register*.

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

14. Subject to the provisions of Paragraph 16, 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.

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 SCDES may have against Respondents for any matters not expressly addressed by and settled through this Contract.

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

Once SCDES determines that Respondents have successfully and completely complied with this Contract, SCDES, pursuant to S.C. Code Ann. §§ 44-56-740(A)(5) and (B)(1), will give Respondents a Certificate of Completion that provides a covenant not to sue to Respondents, their 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 and administrative settlement for purposes of contribution protection are contingent upon SCDES's determination that Respondents successfully and completely complied with this Contract.

In consideration of SCDES's covenant not to sue, the Respondents, their 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.

17. Respondents 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 Respondents elect to terminate, they 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 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 Respondents, their parents, subsidiaries, successors, and assigns;
- E. Providing SCDES with false or incomplete information or knowingly failing to disclose material information;
- F. Change in Respondents' or their 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 Respondents to obtain the applicable permits from SCDES for any Response Action or other activities undertaken at the Property.

19. Upon termination of this Contract under Paragraph 17 or 18, the covenant not to sue and administrative settlement for purposes of contribution protection shall be null and void. Termination of this Contract by Respondents or SCDES does not end the obligations to reimburse Oversight Costs already incurred by SCDES and payment of such costs shall become immediately due.

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

THE SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES


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

DATE: 4/6/26


Reviewed by Office of General Counsel

DATE: 4/2/26

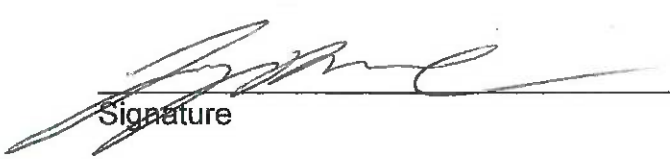
RESORT SERVICES, INC.


Signature

DATE: 02/02/2026

Wm. David A. Reeves, President
Printed Name and Title

TIDELINE LINEN SERVICES, LLC


Signature

DATE: 2/2/2026

Jerry H. Reeves
Printed Name and Title

APPENDIX A

Legal Description of the Property

County of Beaufort

Tax Map Serial Numbers R610 039 000 018B 0000 and R610 039 000 0168 0000

R610 039 000 018B 0000

All that certain piece, parcel, or lot of land, with improvements thereon, laying and being in Bluffton Township, Beaufort County, South Carolina, and being shown and described as a 6.2 acre tract on a plat prepared for Paul H. Taylor by R.D. Trogdon, Jr., R.L.S. dated January 13, 1970 and revised October 31, 1972 and recorded in the Office of the Register of Deeds for Beaufort, County, S.C. in Plat Book 22 at Page 138.

Save and except, all that certain piece, parcel or lot of land situate, lying and being in Beaufort County, South Carolina, containing 0.056 acres, more or less, as shown on a plat, prepared by Thomas & Hutton Engineering Co. entitled "A Survey of a 0.056 Acre Proposed Pump Station Site: dated April 21, 1992 and further described in a deed recorded in OR Book 716 at Page 2442.

This being a portion of the same property conveyed to Resort Services, Inc. by deed recorded in OR Book 209 at Page 1147.

R610 039 000 0168 0000

ALL that certain piece, parcel or lot of land situate, and lying in Bluffton Township in Beaufort County, South Carolina and containing four (4) acres; said parcel is more particularly described as follows: Commencing at a concrete marker, which marker runs N 12 46 E, 1411.45 feet from the intersection of South Carolina Highway 46 and South Carolina Highway 474; thence proceeding from said concrete marker N 77 14 W for a distance of 769.92 feet to a concrete marker; thence proceeding S 24° 33-30' W for a distance of 84.80 feet to an iron pin; thence s 24: 33-31 W for a distance of 151.49 feet to a point; thence proceedings 77 14' E for a distance of 769.92 feet to a point, which point is located on the northwesterly right-of-way of South Carolina Highway 464; thence proceeding S 12 46' W for a distance of 232.25 feet to the point of beginning.