



Article #: 92148969009997901421634024

May 23, 2022

Certified Mail

Mr. William Seawright
Lockheed Martin
244 Terminal Road
Greenville, SC 29605

**Re: Responsible Party Voluntary Cleanup Contract
Lockheed Martin Aircraft & Logistics Services Site; Greenville County**

Dear Mr. Seawright:

Please find enclosed a Certified as True and Correct Copy of Responsible Party Voluntary Cleanup Contract 22-7633-RP which was executed by the Department on May 20, 2022.

Thank you for your patience and cooperation in this matter. The Department continues to look forward to working with Lockheed Martin Corporation to address this Site under the South Carolina Voluntary Cleanup Program. Should you wish to further discuss the terms of the contract, please contact Lucas Berresford at (803) 898-0747.

Sincerely,

A handwritten signature in blue ink that reads "Elisa Vincent".

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

Enclosure

cc: R. Gary Stewart, L&WM (w/ enclosure)
J. Lucas Berresford, L&WM (w/ enclosure)
Natalie Kilpatrick, Director, Upstate EQC (w/ enclosure)
Cynde Devlin/Shawn Reed/Linda Jackson, L&WM (w/ enclosure)
BLWM File 52274

**VOLUNTARY CLEANUP CONTRACT
22-7633-RP**

**IN THE MATTER OF
LOCKHEED MARTIN AIRCRAFT & LOGISTICS SERVICES (LMLS) SITE,
GREENVILLE COUNTY
and
LOCKHEED MARTIN CORPORATION**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Lockheed Martin Aircraft & Logistics Service (LMLS), 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, with respect to the facility known as the LMLS ("Site") located at 244 Terminal Road, Greenville, South Carolina ("Property"). The Property includes approximately 282 acres of leased property from the City and County of Greenville on what is called the South Carolina Technology & Aviation Center (SCTAC) business park. It is bounded generally by The Donaldson Airport to the north, Terminal Road and Orion Street to the south, Perimeter Road to the west, Hercules Way Street to the east. The Property is identified by the County of Greenville as Tax Map Serial Number 0400010113400. A legal description of the Property and Leased Property map 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 ordinary meaning assigned to them unless expressly defined herein.

- A. "Lockheed Martin" shall mean Lockheed Martin Corporation. Lockheed Martin is a Maryland corporation with its principal place of business located at 6801 Rockledge Drive, Bethesda, Maryland, 20817.

- B. "Contamination" shall mean impact by a product of the Aqueous Film-Forming Foam (also known as "AFFF") a material containing perfluorinated compounds and associated with the fire sprinkler systems for Building Numbers 1042 (Aircraft Hangar 9) and 1043 (Aircraft Hangar 10).
- C. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- D. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- 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 Lockheed Martin.

- 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 the area where the contamination 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 the Department, the following findings are asserted for purposes of this Contract:
 - A. Property Ownership Information: Lockheed Martin leases the property from South Carolina Technical & Aviation Center and the City and County of Greenville, South Carolina.
 - B. A release of Buckeye Platinum 3% - 6% Aqueous Fire Fighting Foam (AFFF) happened at the Site in August 2021 along the supply line that supplies AFFF for Building 1043 (Aircraft Hangar 10). Subsequent soil excavation and analytical testing activities, which have been completed, have confirmed a release of AFFF into the soil along one of the supply lines. The leaking pipeline and impacted soils have been removed.

RESPONSE ACTIONS

3. Lockheed Martin 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 Lockheed Martin's contact person for matters relating to this Contract. Lockheed will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify Lockheed Martin in writing of any deficiencies in the Work Plan, and Lockheed Martin will respond in writing to the Department'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 the Department 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. The Department shall review the report for determination of completion of the assessment and sufficiency of the documentation. If the Department determines that the field investigation is not complete, it will send written notification of such to Lockheed Martin, and Lockheed Martin 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 Lockheed Martin a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from the Department, Lockheed Martin shall submit a revised report addressing the Department's comments.

- C. If determined necessary by the Department, conduct a Feasibility Study or other evaluation of remedial and/or removal alternatives to address Contamination associated with the supply line supplying AFFF material for the Building 1043 (Aircraft Hangar 10) sprinkler system.
4. Lockheed Martin 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 the Department for information purposes only. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Lockheed Martin.
5. Lockheed Martin shall inform the Department in writing at least five (5) working days in advance of all field activities pursuant to this Contract and, if deemed necessary by the Department, shall allow the Department and its authorized representatives to take duplicates of any samples collected by Lockheed Martin pursuant to this Contract.
6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, Lockheed Martin 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 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:

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

Lockheed Martin: William Seawright – LM ESH Mangar
244 Terminal Rd / EHS Office Building #1030
Greenville SC 29604
Phone 864-299-7285 / Mobile 864-270-9782
Email: william.e.seawright@lmco.com

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 Lockheed Martin, the Department will seek public participation in accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National Contingency Plan. Lockheed Martin will reimburse the Department'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. Lockheed Martin shall, on a quarterly basis, reimburse the Department 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 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:

Lockheed Martin: William Seawright
244 Terminal Rd / EHS Office Building #1030
Greenville, SC 29604
Phone 864-299-7285 / Mobile 864-270-9782
Email: william.e.seawright@lmco.com

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

The South Carolina Department of Health & Environmental Control

If complete payment of the Past Costs or of the quarterly billing of Oversight Costs is not received by the Department by the due date, the Department may bring an action to recover the amount owed and all costs incurred by the Department in bringing the action including, but not limited to, attorney's fees, Department personnel costs, witness costs, court costs, and deposition costs.

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). Lockheed Martin 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 Lockheed Martin is unable to obtain access from the Property owner, the Department may obtain access and perform Response Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by Lockheed Martin.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Lockheed Martin has completed the Response Actions required under this Contract, a covenant placing necessary and appropriate restrictions on use of the Property shall be executed and recorded by the property owner. An agreement between City and County of Greenville (the Property owner) and Lockheed Martin is appended to this Contract and incorporated by reference into the Contract. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department, representatives of Lockheed Martin and the current owner of the Property and witnessed, signed, and sealed by a notary public. Lockheed Martin or the current owner of the Property shall file this restrictive covenant with the Register of Deeds in Greenville County. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department until the restrictive covenant, if required, is executed and recorded. With the approval of the Department, the restrictive covenant may be modified or removed in the future if additional remedial activities are carried out that 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 Lockheed Martin or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Lockheed Martin 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. 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 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 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.

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 the Department may have against Lockheed Martin for any matters not expressly addressed by and settled through this Contract.

15. Upon successful completion of the terms of this Contract, Lockheed Martin shall submit to the Department a request for a Certificate of Completion.

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

determination that Lockheed Martin successfully and completely complied with this Contract.

In consideration of the Department's covenant not to sue, Lockheed Martin, its signatories, parents, subsidiaries, successors, and assigns 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.

16. Lockheed Martin 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 Lockheed 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 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. 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 Lockheed Martin, its parents, subsidiaries, successors, and assigns;
 - E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
 - F. Change in Lockheed Martin's 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 Lockheed Martin to obtain the applicable permits from the Department 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 Lockheed Martin or the Department does not end the obligations of Lockheed Martin to reimburse Oversight Costs already incurred by the Department 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.

SIGNATURE E. Vincent

THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL

BY: [Signature]
Henry J. Porter, Chief
Bureau of Land and Waste Management
S.C. Department of Health & Environmental Control

DATE: 5-20-2022

[Signature]
Reviewed by Office of General Counsel

DATE: 5/20/22

LOCKHEED MARTIN CORPORATION

[Signature]
Signature

DATE: 5/10/2022

Anthony Yehc Business Ops Director
Printed Name and Title

APPENDIX A

Legal Description of the Property

County of Greenville

Tax Map Serial Number 0400010113400

Impacted locations, Buildings 1042 (Aircraft Hangar 9) and Building 1043 (Aircraft Hangar 10)

