



Article #: 92148969009997901423810204

July 31, 2023

Certified Mail

Mr. Allen Stine
Bent Creek Townhomes, LLC
3165 North Highway 14
Greer, SC 29651

**Re: Responsible Party Voluntary Cleanup Contract
Exide-Bent Creek Parcels Site; Greenville County**

Dear Mr. Stine:

Please find enclosed a Certified as True and Correct Copy of Responsible Party Voluntary Cleanup Contract 23-7736-RP which was executed by the Department on July 31, 2023.

Thank you for your patience and cooperation in this matter. The Department continues to look forward to working with Bent Creek Townhomes, LLC 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 Kirkpatrick, Director, Upstate EQC Region (w/ enclosure)
Greg Cassidy/Shawn Reed/Linda Jackson, L&WM (w/ enclosure)
BLWM File #51290

**VOLUNTARY CLEANUP CONTRACT
23-7736-RP**

**IN THE MATTER OF
EXIDE-BENT CREEK PARCELS SITE, GREENVILLE COUNTY
and
BENT CREEK TOWNHOMES, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Bent Creek Townhomes, 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 Exide-Bent Creek Parcels Site ("Site"). The Bent Creek Townhomes, LLC property is located at 101 Bent Creek Drive, Greer, South Carolina ("Property") and also includes 17 vacant wooded lots associated with the Site. The Property includes approximately 11 acres and is bounded generally by Bent Creek Drive to the north, undeveloped wooded land to the south, Sylvan Drive to the east, and Bowers Circle to the west. The Property is identified by the County of Greenville as Tax Map Serial Numbers T010040104200, T010040100100, T010040105400, T010040105300, T010040105200, T010040106200, T010040103900, T010040103600, T010040103700, T010040103800, T010040104700, T010040104600, T010040104500, T010040104800, T010040104400, T010040104900, T010040106300, and T010040106400. 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.

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- A. "Bent Creek" shall mean Bent Creek Townhomes, LLC. Bent Creek is a South Carolina Limited Liability Company with its principal place of business located at 3165 North Highway 14, Greer, SC 29651.
- B. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.
- 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,

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prospective ownership, or possessory or contractual interest of Bent Creek.

- 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 the Department, the following findings are asserted for purposes of this Contract:

A. Background

The former Exide Technologies ("Exide") facility is located at 109 Old Chick Springs Road in Greer, South Carolina. The Exide facility property is currently unoccupied other than the operation of a stormwater treatment system and a groundwater pump and treat system. Past contamination from the site in soil, surface water, and groundwater extends to the south and west onto additional properties.

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Lead acid batteries were manufactured at the facility from the 1960s until 1996. The manufacturing facility closed in 1996 but the water treatment plant, which treats stormwater and groundwater, continues to remain operational. The former plant structures were demolished to the foundation in 2015.

A soil removal Environmental Action was conducted in the King Acres subdivision in 2001 on some of the lots included herein. The removal addressed soils with known lead concentrations above 520 milligrams per kilogram (mg/kg). All soils tested after the soil remediation action showed lead concentrations well under 400 mg/kg in all areas, with only one test location showing lead concentrations over 324 mg/kg. Although there has been no new known lead contamination on these lots since, there is the potential for soils on the Property to contain lead above the current residential screening level of 400 mg/kg.

Exide filed for bankruptcy in May 2020 and Exide Environmental Response Trust (TRUST) was created to hold the non-performing assets for the benefit of the various states and United States Environmental Protection Agency and to remediate the properties to the extent practicable.

The Property covered under this contract has a groundwater plume consisting of volatile organic compound contaminants that migrates beneath. This plume is being monitored through a series of groundwater monitoring wells on the Property as well as recovery wells that transport contaminated groundwater to the treatment system on the Exide facility property. Additionally, surface water that flows through the Property has elevated concentrations of volatile organic compounds.

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B. Property Ownership Information:

T010040104200

- Richard Justice 3/15/21 – Present
- Exide Environmental Response 11/17/20 – 3/15/21
- Exide Corporation 11/9/98 – 11/17/20
- Shirley B Poteat 7/17/94 - 11/9/98
- Shirley J & William E Poteat 11/7/67 – 7/17/94

T010040100100

- Richard Justice 3/15/21 – Present
- Exide Environmental Response 11/17/20 – 3/15/21
- Exide Corporation 9/7/00 – 11/17/20
- Mark Anthony Byars 5/1/97 - 9/7/00
- Bobby L & Delores B Byars 1/31/89 – 5/1/97
- Frances Bishop 1/8/82 – 1/31/89
- D L Bishop Sr 8/29/67 – 1/8/82

T010040105400

- Richard Justice 3/15/21 – Present
- Exide Environmental Response 11/17/20 – 3/15/21
- Exide Corporation 9/7/00 – 11/17/20
- Mark Anthony Byars 5/1/97 – 9/7/00
- Bobby L & Delores B Byars 1/31/89 – 5/1/97
- Frances Bishop 1/8/82 – 1/31/89
- D L Bishop Sr 8/29/67 – 1/8/82

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SIGNATURE *C. Vincent*

T010040105300

- Richard Justice 3/15/21 – Present
- Exide Environmental Response 11/17/20 – 3/15/21
- Exide Corporation Del Corp 8/25/93 – 11/17/20
- J W Miller 3/31/83 – 8/25/93

T010040105200

- Richard Justice 3/15/21 – Present
- Exide Environmental Response 11/17/20 – 3/15/21
- Exide Corporation Del Corp 8/25/93 – 11/17/20
- Charles Oliver Hight 8/30/83 – 8/25/93

T010040106200

- Richard Justice 3/15/21 – Present
- Exide Environmental Response 11/17/20 – 3/15/21
- General Battery Corporation 5/2/84 – 11/17/20
- King Acres Inc 3/31/59 – 5/2/84

T010040103900

- Richard Justice 3/15/21 – Present
- Exide Environmental Response 11/17/20 – 3/15/21
- General Battery Corporation 8/20/86 – 11/17/20
- Farroll L Campbell 8/19/83 – 8/20/86

T010040103600

- Richard Justice 3/15/21 – Present
- Exide Environmental Response 11/17/20 – 3/15/21

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- General Battery Corp 7/22/83 – 11/17/20

T010040103700

- Richard Justice 3/15/21 – Present
- Exide Environmental Response 11/17/20 – 3/15/21
- General Battery Corporation 8/20/86 – 11/17/20
- Farroll L Campbell 2/3/83 – 8/20/86

T010040103800

- Richard Justice 3/15/21 – Present
- Exide Environmental Response 11/17/20 – 3/15/21
- General Battery Corporation 8/20/86 – 11/17/20
- Farroll L Campbell 8/19/83 – 8/20/86

T010040104700

- Richard Justice 3/15/21 – Present
- Exide Environmental Response 11/17/20 – 3/15/21
- General Battery Corp 7/22/83 – 11/17/20

T010040104600

- Richard Justice 3/15/21 – Present
- Exide Environmental Response 11/17/20 – 3/15/21
- Exide Corporation 11/9/98 – 11/17/20
- Shirley B Poteat 7/17/94 – 11/9/98
- Wm Ens Poteat 2/11/80 – 7/17/94

T010040104500

- Richard Justice 3/15/21 – Present
- Exide Environmental Response 11/17/20 – 3/15/21
- Exide Corporation 11/9/98 – 11/17/20
- Shirley B Poteat 7/17/94 – 11/9/98
- Wm E & Shirley B Poteat 9/14/79 – 7/17/94

T010040104800

- Richard Justice 3/15/21 – Present
- Exide Environmental Response 11/17/20 – 3/15/21
- General Battery Corp 7/22/83 – 11/17/20

T010040104400

- Richard Justice 3/15/21 – Present
- Exide Environmental Response 11/17/20 – 3/15/21
- Exide Corporation 11/9/98 – 11/17/20
- Shirley B Poteat 7/17/94 – 11/9/98
- William E & Shirley B Poteat 7/9/73 – 7/17/94

T010040104900

- Richard Justice 3/15/21 – Present
- Exide Environmental Response 11/17/20 – 3/15/21
- General Battery Corp 7/22/83 – 11/17/20

T010040106300

- Richard Justice 3/15/21 – Present
- Exide Environmental Response 11/17/20 – 3/15/21
- General Battery Corp 7/22/83 – 11/17/20

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T010040106400

- Richard Justice 3/15/21 – Present
- Exide Environmental Response 11/17/20 – 3/15/21
- General Battery Corp 7/22/83 – 11/17/20

RESPONSE ACTIONS

3. Bent Creek 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 Bent Creek's contact person for matters relating to this Contract. Bent Creek will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify Bent Creek in writing of any deficiencies in the Work Plan and Bent Creek 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 assess lead in soil on the parcels noted as part of the King Acres Site. Soil on some of these parcels was previously assessed and removed by General Battery/Exide in 2000. In 2000, the cleanup value for lead in residential surface soils was 520 mg/kg. Testing at the completion of the soil remediation action in 2001 showed no test concentrations above the 400 mg/kg. The current residential screening value is 400 mg/kg. Surface soils will need to be assessed for any exceedances over 400 mg/kg in areas where 2001 testing still showed lead

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concentrations over 350 mg/kg and actions should be taken to remedy any potential exposure.

- B. This work plan should include an assessment of vapor intrusion. The groundwater contaminant plume underneath the parcels is comprised of volatile organic compounds (VOCs) that have the potential to create vapors that migrate to the surface. If a pathway for vapors is determined to exist, special construction methods will be necessary to mitigate potential exposure. A professional engineer must determine the reasonable VOC intrusion levels and certify the mitigation methods proposed should prevent unacceptable levels of migration of contaminant vapors into any structures that are built.
- C. 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 the field investigation is not complete, it will send written notification of such to Bent Creek and Bent Creek shall subsequently conduct additional field investigation to further determine the source, nature, and extent of Contamination. If the Department determines the field investigation is complete but the report is incomplete, the Department shall send to Bent Creek a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from the Department, Bent Creek shall submit a revised report addressing the Department's comments.

SIGNATURE *C. Vincent*

- D. If determined necessary by the Department, conduct a Feasibility Study to evaluate remedial alternatives for addressing Contamination at the Site.
- E. Monitoring wells on the Property are used to routinely sample groundwater and record the status of the groundwater contamination. Additionally, there are recovery wells on the Property that pump groundwater for delivery through underground piping to the treatment system on the former Exide facility property. During development of the Property, the existing wells will need to either be maintained or there should be coordination with the Department for those wells to be relocated or replaced. Bent Creek shall identify any wells that will need to be moved or modified for the Department's approval. Any wells that Bent Creek would like removed will need to be approved by the Department. Additionally, any underground piping transporting groundwater to the former Exide facility property shall be preserved or replaced to ensure the continued operation of the groundwater treatment system. Any wells or piping that is relocated or replaced due to Bent Creek's development will be at Bent Creek's expense.
- F. The development of the Property may involve the rerouting of surface water that flows through the Property. Bent Creek will be responsible for meeting the requirements of the Army Corps of Engineers or any other regulatory body that governs such actions.
4. Bent Creek 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 Bent Creek.

5. Bent Creek 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 Bent Creek pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, Bent Creek 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: Greg Cassidy
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
cassidga@dhec.sc.gov

Bent Creek Townhomes, LLC: Allen E Stine
3165 North Highway 14
Greer, South Carolina 29651

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SIGNATURE E. Vincent

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 Bent Creek, 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. Bent Creek shall 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.). It is suggested that any public meeting (if needed) can be held onsite.

RESPONSE COSTS

9. In accordance with S.C. Code Ann. §§ 44-56-200 and 44-56-740, Bent Creek 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:

Bent Creek Townhomes, LLC: Allen E Stine
3165 North Highway 14
Greer, South Carolina 29651

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

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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). Bent Creek 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 Bent Creek is unable to obtain access from any property owner, the Department may obtain access and perform Response Actions. All the Department's costs associated with access and said Response Actions shall be reimbursed by Bent Creek.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Bent Creek has completed the actions required under this Contract, Bent Creek shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of Bent Creek and witnessed, signed, and sealed by a notary public. Bent Creek shall record 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 in the future if additional remedial activities are carried out which meet appropriate clean-up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. The Department may require Bent Creek or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Bent Creek 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. Upon disclosure of the deed restrictions to the future purchaser, and sale of the property to said purchaser, submission of the Annual Statement and Maintenance of Covenants will no longer be required. The deed restrictions, however, will remain in place on the deed to the property.

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 Bent Creek for any matters not expressly addressed by and settled through this Contract.

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

Once the Department determines Bent Creek 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 Bent Creek a Certificate of Completion that provides a covenant not to sue to Bent Creek, its members, 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 the Department's determination that Bent Creek successfully and completely complied with this Contract.

In consideration of the Department's covenant not to sue, Bent Creek, its members, 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. Bent Creek 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 Bent Creek 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.

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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 Bent Creek, 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 Bent Creek'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 Bent Creek 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 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 Bent Creek or the Department does not end the obligations 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 C. Vincent

THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL

BY: [Signature]

DATE: 7-31-2023

Henry J. Porter, Chief
Bureau of Land and Waste Management
S.C. Department of Health & Environmental Control

[Signature]
Reviewed by Office of General Counsel

DATE: 7/31/23

BENT CREEK TOWNHOMES, LLC

[Signature]
Signature

DATE: 7/19/2023

ALLEN E. STINE MBR
Printed Name and Title

ASB

APPENDIX A

Legal Description of the Property

County of Greenville

Tax Map Serial Numbers T010040104200, T010040100100, T010040105400, T010040105300, T010040105200, T010040106200, T010040103900, T010040103600, T010040103700, T010040103800, T010040104700, T010040104600, T010040104500, T010040104800, T010040104400, T010040104900, T010040106300, T010040106400

Tract 1:

All those certain pieces, parcels or lots of land, together with all improvements thereon, situate, lying and being in Chick Springs Township, County of Greenville, State of South Carolina, located about one mile West from the City of Greer, on the Eastern side of Bent Twig Creek Drive and the Southern side of Old Chick Springs Road, and being known and designated as Lots Nos 1 and 54 as shown on plat entitled "King Acres" made by John A. Simmons, Surveyor, dated August 10, 1963, and recorded in the Office of the Register of Deeds for Greenville County, SC, in Plat Book YY at Page 153, reference to said plat being hereby craved for a metes and bounds description thereof. This conveyance is subject to all restrictions, set-back lines, roadways, zoning ordinances, easements, and rights- of-way, if any, affecting the above described property.

Being the same property conveyed to Exide Corporation, a Delaware limited liability company by virtue of Warranty Deed from Mark Anthony Byars, dated September 7, 2000, recorded September 7, 2000, in Book 1924. Page 325 in the Register of Deeds office for Greenville County, South Carolina records.

Tract 2:

All those pieces, parcels or lots of land in Greenville County, State of South Carolina, being known and designated as Lots Nos. 36, 47, 48, 49, 63 and 64 as shown on plat of property of "King Acres", recorded in Plat Book YY. at Page 153 in the RMC Office for Greenville County, reference to said plat being made for a further metes and bounds description.

This conveyance is subject to any and all existing reservations, easements, rights-of-way, zoning ordinances, and restrictions or protective covenants that may appear of record or on the premises.

Being the same property conveyed to General Battery Corporation by virtue of Warranty Deed from King Acres, Inc., dated July 22, 1983, recorded July 22, 1983, in Book 1192, Page 901 in the Register of Deeds office for Greenville County, South Carolina records.

Tract 3:

All that piece, parcel or lot of land in Chick Springs Township, County of Greenville, State of South Carolina, located about one mile West of Greer, S. C. situate, lying and being on Sylvan Drive, being shown and designated as Lot No. 37 on plat entitled "King Acres", dated August 10, 1963, by John A. Simmons, Reg. Surveyor, recorded in Plat Book YY, at Page 153, in the RMC Office for Greenville County, and having the following metes and bounds, to-wit:

Beginning at the joint front corner of Lots 36 and 37 on the North side of Sylvan Drive and running in a Westerly direction along Sylvan Drive S. 78°21' W. 66.9 feet to an iron pin; thence as a common line of Lots 37 and 38, N. 7°01' W. 86 feet; thence as a rear line of Lot 40 N. 4°55' W. 70 feet to an iron pin; thence serving also as a rear line of Lot 41 N. 22°33' E. 100 feet to an iron pin; thence as a common rear line of Lots 44, 45 and 37, S. 67°27' E. 173.3 feet to an iron pin; thence as a common line of Lots 46 and 27. S. 37°47' W. 129 feet to an iron pin; thence as a common line of Lots 36 and 37. S. 30°21' W. 75 feet to the beginning corner.

Being the same property conveyed to General Battery Corporation by virtue of Warranty Deed from Farron L. Campbell and Peggy Campbell, dated August 15, 1986, recorded August 20, 1986, in Book 1273. Page 971 in the Register of Deeds office for Greenville County, South Carolina records.

Tract 4:

All those pieces, parcels or lots of land in the County of Greenville, State of South Carolina, Chick Springs Township, situate, lying and being approximately one mile West of Greer, being shown and designated as Lots Nos. 38, 39 and 40 on plat entitled "King Acres" dated August 10, 1963, by John A. Simmons, Reg. Surveyor, recorded in Plat Book YY at Page 153. in the RMC Office for Greenville County, reference to said plat being made for a further metes and bounds description thereof.

Less and Excepting:

All those pieces, parcels or lots of land situate on the Southeastern side of Bent Creek Drive, Greenville County, State of South Carolina, being shown as Lot 41 and a triangular portion of Lot 40 on plat of King Acres Subdivision, recorded in Plat Book YY at Page 153 in the RMC Office and having according to said plat the following metes and bounds, to- wit:

Beginning at an iron pin on the Southeastern side of Bent Creek Drive at the joint front corner of Lots 41 and 42 and running thence with the line of Lot 2 S. 67°27' E. 160 feet to an iron pin at the joint rear corner of Lots 41 and 42; thence with the rear line of Lot 37 S. 22°33' W. 100 feet to an iron pin at the joint rear corner of Lots 40 and 41; thence with the new line through Lot 40 approximately 175 feet to an iron pin on Bent Creek Drive, said pin being located 75 feet from the joint front corner of Lots 40 and 41; thence with Bent Creek Drive N. 19°03' E. 40 feet to an iron pin; thence continuing with Bent Creek Drive N. 22°33' E. 135 feet to the Point of Beginning.

Being a portion of the property conveyed to General Battery Corporation by virtue of Warranty Deed from Farrell L. Campbell and Peggy Campbell, dated August 15, 1986, recorded August 20, 1986, in Book 1273 Page 970 in the Register of Deeds office for Greenville County, South Carolina records.

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Tract 5:

All those pieces, parcels or lots of land, with all improvements thereon, situate, lying and being in Chick Springs Township, Greenville County, South Carolina, being shown and designated as Lots 42, 44, 45, and 46 on Plat of King Acres, dated August 10, 1963, prepared by John A. Simmons, and recorded in Plat Book YY at Page 153 in the Office of the Greenville County Register of Deeds, reference to which Plat is hereby craved for a complete metes and bounds description.

Being the same property conveyed to Exide Corporation by virtue of Warranty Deed from Shirley Bentley Poteat, dated November 6, 1998, recorded November 9, 1998, in Book 1798. Page 368 in the Register of Deeds office for Greenville County, South Carolina records.

Tract 6:

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 52 on a plat of King Acres, recorded in Plat Book YY at Page 153 and having, according to said plat, the following metes and bounds, to wit:

Beginning at a point on Bent Creek Drive at the joint front corner of Lots 52 and 53 and running thence with said line S 85°23' E 289.6 feet to a point; thence running S 36°35' E 29.2 feet to a point; thence running S 29°33' W 211.4 feet to a point; thence running N 67°27' W 160.0 feet to a point; thence running N 22°33' E 10 feet to a point; thence continuing N 13°27' E 84.1 feet to the Point of Beginning.

Being the same property conveyed to Exide Corporation by virtue of Warranty Deed from Charles Oliver Hight, dated August 24, 1993, recorded August 25, 1993, in Book 1527. Page 875 in the Register of Deeds office for Greenville County, South Carolina records.

Tract 7:

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being on the Eastern side of Bent Creek Drive, in Chick Springs Township, in the County of Greenville, State of South Carolina, being located about one mile West from Greer, South Carolina, being known and designated as Lot No. 53 on a plat of King Acres, prepared by John A. Simmons, dated August 10, 1963, recorded in Plat Book YY at Page 153 to which plat reference is hereby made for a more complete description as to the metes and bounds.

Being the same property conveyed to Exide Corporation, a Delaware Corporation by virtue of Warranty Deed from J.W. Miller and Mary M. Miller, dated August 24, 1993, recorded August 25, 1993, in Book 1527. Page 873, in the Register of Deeds office for Greenville County, South Carolina records.

Tracts:

All that piece, parcel or lot of land in Greenville County, State of South Carolina, being known and designated as Lot No. 62 as shown on plat of Property of King Acres recorded in Plat Book YY at Page 153 in the RMC Office for Greenville County, reference to said plat being made for a further metes and bounds description. This

ASB

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE E. Vincent

conveyance is subject to any and all existing reservations, easements, rights-of-way, zoning ordinances, and restrictions or protective covenants that may appear of record or on the premises.

Being the same property conveyed to General Battery Corporation by virtue of Warranty Deed from King Acres, Inc., dated May 2, 1984, recorded May 2, 1984, in Book 1211. Page 739 in the Register of Deeds office for Greenville County, South Carolina records.

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