

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF REMEDIATION
BROWNFIELD VOLUNTARY AGREEMENT

This Brownfield Voluntary Agreement addresses the Site located at 100 West Industry Drive, Kingsport, Tennessee, bearing Sullivan County Tax Parcel Numbers 046P F 010.50 and 046P F 010.00. The Site has been assigned site number 82-592 and is known as the Cement Hill Site.

I. INTRODUCTION

This Brownfield Voluntary Agreement (hereinafter referred to as the “Agreement”)(is made and entered into as of the last date of execution shown herein below by and between the Tennessee Department of Environment and Conservation (hereinafter referred to as “TDEC” or the "Department") and the City of Kingsport, Tennessee, a municipality chartered pursuant to the laws of the State of Tennessee (hereinafter “Voluntary Party”)(for the purpose of addressing the above-referenced site (hereinafter “Site”)(**approximately 35 acres¹**, which has the real or perceived threat of the presence on the Site of hazardous substances, solid waste, or any other pollutant. The administrative record for the Site addressed in this Agreement is maintained by the Department’s Division of Remediation. The Site has been assigned site number 82-590 and is known as the Cement Hill Site.

David W. Salyers, P.E., is the duly appointed Commissioner of the Department. James S. Sanders, Director of the Department’s Division of Remediation, has been delegated the authority to enter into this Agreement.

¹ While originally Parcel 046P F 010.50 consisted of 38.735 acres, on June 23, 2023 4.613 acres were conveyed to the Industrial Development Board of the City of Kingsport by quitclaim deed recorded in Deed Book 3571, Page 9 and as shown by a plat of record in Plat Book 58, Page 593.

Pursuant to Tennessee Code Annotated § 68-212-224, the Commissioner is authorized to enter into an Agreement with a party who is willing and able to conduct an investigation and/or remediation of a hazardous substance site or Brownfield Project and who did not generate, transport or release the contamination that is to be addressed at the Site.

The Department and the Voluntary Party agree to undertake all actions required by this Agreement. The purpose of this Agreement is to set forth a scope and schedule of activities at the above-referenced Site and respond to the actual, threatened, or perceived release of hazardous substances at the Site. In addition, this Agreement is intended to settle and resolve the potential liability of the Voluntary Party for the real or perceived threat of the presence of hazardous substances, solid waste, or any other pollutant at the Site which might otherwise result if and when Voluntary Party becomes the owner and/or operator of the Property.

II. REQUIREMENTS

A. **SITE LOCATION**

The Site is located along the northeasterly side of West Industry Drive approximately two tenths of a mile northwest from its intersection with Brickyard Drive within the corporate limits of Kingsport, Sullivan County, Tennessee at approximately 36°32'34.98"N latitude and 82°33'51.57"W longitude. It consists of two parcels identified as 100 West Industry Drive (Tax Parcel 046P F 010.50) and 300 East Industry Drive (Tax Parcel 046P F 010.00). An area for the Site is described on the figure attached as Exhibit A, which is incorporated herein by reference.

B. **ELIGIBILITY**

As required by Tennessee Code Annotated § 68-212-224(a)(4), as of the effective date of this Agreement, the Department has determined that the Site is not listed or been proposed for listing on the federal National Priorities List by the United States Environmental Protection Agency ("EPA").

The Voluntary Party was accepted into the Brownfield Projects Voluntary Cleanup Oversight and Assistance Program on February 3, 2023. By entering into this Agreement, the Voluntary Party certifies to the best of the Voluntary Party's knowledge that pursuant to Tennessee Code Annotated § 68-212-224(a)(1) the Voluntary Party did not generate, transport, or release the contamination that is to be addressed at the Site. As required by Tennessee Code Annotated § 68-212-224(a)(2), a summary description of all known existing environmental investigations, studies, reports, or documents concerning the Site's environmental condition has been submitted to the Department by the Voluntary Party (a copy of the Summary is attached hereto as Exhibit B).

C. FINANCIAL REQUIREMENTS

Tennessee Code Annotated § 68-212-224 requires consideration of a fee to enroll in the Voluntary Cleanup Oversight and Assistance Program. The Commissioner has set the following schedule of fees that may apply to all sites working in cooperation with the Department to recover the expense of oversight. These fees are in place of hourly time charges and normal travel costs during the first 150 hours of oversight for the project.

Program Entry	\$ 3,000
Site Characterization	\$ 2,500
Remediation	\$ 3,000
Risk Assessment	\$ 2,500
Beneficial Use Determination	\$ 2,500
Vapor Intrusion Evaluation	\$ 2,500
Voluntary Agreement/Consent Order	\$ 4,000
Land Use Restrictions	\$ 1,000
Institutional and Engineering Controls Compliance	\$ 750

In addition to the fees identified previously, an annual longevity fee of \$4,000 will be charged to the Voluntary Party on the anniversary of the date the site was accepted into the Voluntary Program until a letter requiring no further action has been issued or this Agreement has been terminated. The applicable Voluntary Party shall pay each bill referenced in this Section C within sixty (60) days of receipt by such Voluntary Party.

Applicable fees and financial requirements must be timely paid by the applicable Voluntary Party to remain in the Voluntary Cleanup Oversight and Assistance Program and to receive a letter of no further action under Section G of this Agreement. For the purpose of this Agreement, timely payment means the Department receiving payment from the Voluntary Party within 60 days of the first billing of a financial requirement or according to a payment plan agreed in writing between Voluntary Party and the Department.

Notwithstanding the foregoing, any and all cost recovery assessments arising from actions to comply with a recorded Notice of Land Use Restrictions imposed pursuant to and recorded on the Site under the terms of this Agreement, shall be due from and payable only from the particular Voluntary Party or Successor Party submitting the report to be reviewed and/or requesting the related oversight action by TDEC that gives rise to the associated fees.

D. IDENTIFICATION AND DOCUMENTATION OF MATTERS ADDRESSED

Real or perceived hazardous substances, solid wastes or other pollutants are determined to be present on this Site to an extent that may or may not have yet been fully characterized. Pursuant to Tennessee Code Annotated § 68-212-224(a)(2) the Voluntary Party has submitted to the Commissioner a summary description of all known existing environmental investigations, studies, reports or documents concerning the site's environmental condition. Based on the information submitted to the Department by or on behalf of the Voluntary Party, and the Department's own review of this information, the Parties hereto agree that the environmental conditions identified in the reports referred to below and any reports generated pursuant to this Agreement, or in the Summary, including the environmental conditions described below are to be addressed under this Agreement (collectively referred to as the "*Matters Addressed in this Agreement*"):

SEE EXHIBIT B

The Voluntary Party is proposing to redevelop this Site primarily as a recreational area/greenspace and also a future recycling center. Pursuant to this Agreement, the Voluntary Party is not being required to fully remediate the pre-existing environmental conditions noted above, but each is required to take certain actions specified in this Agreement to ensure that the identified

environmental impacts and conditions do not pose a threat to human health or the environment during and after completion of the redevelopment.

The Voluntary Party agrees that criteria required in Tennessee Code Annotated § 68-212-206(d) shall be used in determining containment and cleanup actions, including monitoring and maintenance options to be followed under this Agreement.

E. AGREED LIABILITY RELIEF

As the current owner or operator, or upon becoming an owner or operator of the Site, the Voluntary Party may occupy the status of a “liable party” pursuant to the definition of that term contained in Tennessee Code Annotated § 68-212-202(4). The Commissioner is authorized by Tennessee Code Annotated § 68-212-224 to determine an apportionment of liability pursuant to factors in Tennessee Code Annotated § 68-212-207 as well as other equitable factors in an Agreement. Further, Tennessee Code Annotated § 68-212-224(a)(5) provides that the Commissioner is authorized to limit the liability of a participant in a voluntary agreement or consent order entered into pursuant to Tennessee Code Annotated § 68-212-224. Such voluntary agreement or consent order may limit the liability of such participant to the obligations set forth therein and exempt the participant from any further liability under any statute administered by the Department for investigation, remediation, monitoring, and/or maintenance of contamination identified and addressed in the voluntary agreement or consent order. The Commissioner may extend this liability protection to successors in interest or in title to the participant, contractors conducting response actions at the Site, developers, future owners, tenants, and lenders, fiduciaries, or insurers (collectively "Successor Parties"). The Commissioner agrees that the Voluntary Party's implementation of the actions agreed upon in Section G will constitute satisfaction of the apportioned liability of the Voluntary Party under all environmental statutes administered by the Department for the *"Matters Addressed in this Agreement."*

The Voluntary Party and any of the Successor Parties, however, remain potentially responsible for any release of hazardous substances or other pollutants that occurs at the Site after the effective date of this Agreement while it owns or operates the Site or for environmental conditions other than *Matters Addressed in this Agreement*.

In accordance with the above referenced authority, the Department agrees that other than with respect to the obligations set forth in this Agreement, including without limitation the implementation of the actions agreed upon in Section G to the extent applicable to each Voluntary Party and Successor Parties shall bear no liability to the State of Tennessee under any statute administered by the Department for investigation, remediation, monitoring, treatment, and/or maintenance of environmental conditions identified in and addressed in Section D of this Agreement; provided, however, that to the extent that the Voluntary Party or Successor Parties has or maintains an interest in the Site, or possesses and/or controls all or a portion of the Site, its liability protections herein are contingent upon its continued adherence and enforcement of any land use restrictions imposed pursuant to or as a result of this Agreement. Nothing in this Agreement shall be construed as limiting the liability or potential liability of the Voluntary Party for environmental conditions occurring after the effective date of this Agreement or for environmental conditions not identified and addressed in this Agreement. This liability protection and all other benefits conferred by this Agreement are extended to all future "Successor Parties" conditioned upon performance of the obligations contained in this Agreement and compliance with the Land Use Restrictions (hereinafter defined); provided, that such liability protection to other persons does not apply to the extent that such liability arose prior to the effective date of this Agreement. For the avoidance of doubt, a breach of this Agreement by a successor-in-interest or a successor-in-title will not alter the liability protection provided to a predecessor-in-interest or in-title.

F. ADMINISTRATIVE SETTLEMENT; THIRD PARTY LIABILITY

The Voluntary Party shall not be liable to third parties for contribution regarding *Matters Addressed in this Agreement*; provided that, the Voluntary Party gave the third party actual or constructive notice of this Agreement, and the third party was given an actual or constructive opportunity to comment upon this Agreement. The Voluntary Party has demonstrated to the Department that constructive notice was accomplished by publishing a summary of this Agreement in the Kingsport Time News at least thirty (30) days prior to the Effective Date of this Agreement.

Nothing in this Agreement shall impair the rights of third parties with respect to tort liability claims for damage to person or property arising from the contamination addressed by this Agreement.

G. AGREED ACTIONS TO BE TAKEN

The Voluntary Party agrees to conduct the following activities in order to address remedial action(s) recommended, including any monitoring and/or maintenance, pursuant to Section D(5) of this Agreement. The Voluntary Party shall conduct all activities required by this Agreement in accordance with all applicable work plans, as approved by TDEC, all applicable laws and regulations, and any appropriate guidance documents. The Department has determined that the actions in this Agreement constitute “reasonable steps” with respect to *Matters Addressed in This Agreement*.

The Voluntary Party agrees as specified below to conduct the following activities:

1. Voluntary Party shall record a Notice of Land Use Restrictions)“NLUR”(attached hereto as Exhibit C within thirty (30) days of the effective date of this Agreement. Upon recording, a copy of the NLUR shall be mailed to all local governments having jurisdiction over any part of the subject property. Additionally, a copy of the recorded NLUR shall be provided to the Department. Any party receiving liability protection under this Agreement that seeks approval for restricted uses or seeks to cancel or make a restriction less stringent shall be responsible for any costs incurred by the Department in the review and oversight of work associated with the restriction modification.
2. Voluntary Party agrees to send notification of this Agreement by certified mail to all local governments having jurisdiction over any part of the subject property and to all owners of adjoining properties. Voluntary Party shall provide adequate documentation to the Department to demonstrate that public notice has been accomplished.
3. Voluntary Party agrees to develop and implement a Department-approved Soil Management Plan (SMP) to be used during redevelopment activities and whenever onsite subsurface activities are proposed. The SMP shall include, but not be limited to, construction worker safety when handling potentially impacted materials, characterization of excavated material, handling procedures to ensure that any offsite disposal of impacted media meets state and federal requirements, and if needed,

installation of a barrier, cover system or engineered cap to limit site occupant contact with impacted soil after redevelopment. Areas with elevated organics and/or metals compounds concentrations as detected during assessment activities can be addressed through placement of buildings, parking areas, at least 18 inches of clean clayey soil plus a minimum of 6-inch established vegetation layer, or another type of TDEC-approved contact barrier over the existing ground surface as warranted to limit exposure to organics and/or metals compounds, if the redevelopment includes residential use.

4. Any new structure proposed on the site will be constructed with a minimum 20-mil VOC-resistant vapor mitigation system per manufacture specifications to prevent subsurface vapor phase contamination from migrating into the structure(s) at concentrations greater than applicable screening levels. After installation, the contractor shall submit a written report to the Department documenting how the system was installed and documenting any deviations from the manufacturer's specifications. An Operation and Maintenance Plan will be prepared by the Voluntary Party identifying continued care and operation and maintenance activities to be conducted to ensure the system is effective in preventing subsurface vapor phase contamination from migrating into the structure(s) at concentrations greater than applicable screening levels.
5. Voluntary Party agrees to implement recommendations set forth in the SMP, and the Voluntary Party shall submit a written report documenting implementation to the Department within 90 days of completion of such work. The report shall include, but not be limited to as-built drawings, details of any capping, and waste manifests for offsite disposal. The report shall also identify any areas where soil remains at the site that must be managed for future soil management and maintenance of any covers or caps.
6. Voluntary Party shall be responsible for continued care, operation, and maintenance of the remedy. Voluntary Party shall notify TDEC Division of Remediation in writing if the integrity of the remedy is compromised and take any steps necessary to

eliminate the threat of potential threat to public health, safety, or the environment posed by the hazardous substance(s).

Upon completion of all tasks set forth in this Agreement, the Department shall issue to Voluntary Party a letter stating the requirements of this Agreement have been fulfilled and no further action is required of the Voluntary Party concerning contamination identified and addressed in this Agreement. Upon the request of a Voluntary Party from time to time, the Department shall issue an interim status letter identifying what specific obligations remain to achieve completion of the work under this Agreement. Issuance of a no further action letter shall not relieve the Voluntary Party receiving such letter of any responsibilities for operation and maintenance activities or continued adherence to and enforcement of land use restrictions, if any, pursuant to Tennessee Code Annotated § 68-212-225. The Department reserves the right to require a Voluntary Party to take additional action for contamination caused by such Voluntary Party occurring after the date of this Agreement or for environmental conditions other than *Matters Addressed in this Agreement*.

H. ADDITIONAL REQUIREMENTS

1. The Voluntary Party may request a time extension for any deadline included in this Agreement prior to the deadline. The time extension may be granted through mutual consent for good cause shown.
2. The Voluntary Party and Successor Parties agree not to disturb, move, or remove any areas of hazardous substances, solid waste, or other pollutant(s) that are subject to liability protection under this Agreement without written approval by the Department unless the activities are being conducted under the terms and conditions of this Agreement or necessitated by the normal day-to-day activities of any on-going business.
3. Pursuant to Tennessee Code Annotated § 68-212-222, whether or not permits are required for onsite cleanup activities related to *Matters Addressed in this Agreement*, such activities shall meet the standards that would apply if such permits were required.

4. The Department acknowledges that the Voluntary Party itself may conduct redevelopment activities at the Site in addition to preparing the Site for potential development for Successor Parties, and the Voluntary Party enters into this Agreement in order to facilitate Voluntary Party's potential development of the Site or Successor Parties' potential development of the Site as herein agreed by Voluntary Party. The Department further acknowledges that Voluntary Party and more than one Successor Party may develop different portions of the Site. Accordingly, Voluntary Party and one or more Successor Parties may assume the obligations and liability protections provided under this Agreement upon such Successor Parties' acquisition of property interests in the Site. The Voluntary Party or any Successor Party that transfers its interest at the Site shall be relieved of any further obligations under this Agreement.

I. SITE ACCESS

During the effective period of this Agreement, and until the Department's issuance of a No Further Action Letter upon the Voluntary Party's completion of all activities under this Agreement, the Voluntary Party, and any Successor Party shall, to the extent it is in control of the Site, provide the Department and its representatives or designees access during normal business hours to the Site to the extent that the Voluntary Party has the power and authority to grant such access. Nothing herein shall limit or otherwise affect the Department's right of entry, pursuant to any applicable statute, regulation, or permit. The Department and its representative shall comply with all reasonable health and safety plans published by the Voluntary Party, Successor Party or their contractors and used by Site personnel for the purpose of protecting life and property.

J. SUBMISSION OF INFORMATION, REPORTS, OR STUDIES

The Department may deny submission or approval of any reports or studies performed by or on behalf of the Voluntary Party and submitted under the terms of this Agreement that do not contain the following statement:

"I certify under penalty of law, including but not limited to penalties for perjury, that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information contained in this document and on any attachment is true,

accurate and complete to the best of my knowledge, information, and belief. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for intentional violation. As specified in Tennessee Code Annotated § 39-16-702(a)(4), this declaration is made under penalty of perjury.”

K. RESERVATION OF RIGHTS

1. This Agreement shall not be construed as waiving any right or authority available to the Commissioner to assess responsible parties other than the Voluntary Party or Successor Parties for liability for civil penalties or damages incurred by the State, including any natural resource damage claims which the Department or the State of Tennessee may have under Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act)“CERCLA”(or any other statute, rule, regulation, or common law.

2. Nothing in this Agreement shall be construed as limiting or waiving any right or authority available to the Commissioner to require a liable party to address contamination occurring after the effective date of this Agreement or for environmental conditions other than *Matters Addressed in this Agreement*.

3. Nothing in this Agreement shall be interpreted as limiting the Voluntary Party’s right to preserve the confidentiality of attorney work product or client-attorney communication. Tennessee Code Annotated § 68-212-202 et seq. contains no provisions for confidentiality or proprietary information. Therefore, records, reports, test results, or other information submitted to the Department under this Agreement shall be subject to public review. Any and all records, reports, test results or other information relating to a hazardous substance site or the possible hazardous substance at the Site submitted under this Agreement may be used by the Department for all purposes set forth in Tennessee Code Annotated § 68-212-201 et seq.

4. Any Voluntary Party or any of their Successor Parties may terminate this Agreement as it pertains to such terminating party at any time upon written notice to the Department during the time period that such party owns the Site and/or conducts operations at the Site. Upon such termination, the terminating party shall have no further obligations hereunder

other than payment of outstanding oversight costs, if any, accrued to the date of notice of termination and adherence to any notice of land use controls filed under Tennessee Code Annotated § 68-212-225; provided, that all parties to this Agreement shall have and retain all authority, rights, and defenses as if this Agreement had never existed.

5. The Department may terminate this Agreement by written notice to the Voluntary Party in the event that the Department receives timely comments from third-party contribution claim holders pursuant to the notice sent under Section F of this Agreement, if any, and such comments disclose facts or considerations that indicate that the allocation of liability of the Voluntary Party under this Agreement is inappropriate, improper, or inadequate; provided, however, absent fraud or intentional misconduct, that in such event the Voluntary Party may elect to waive the protections set forth in Section F hereunder and in such event this Agreement shall not be terminated, but rather the remainder of the terms and conditions of this Agreement shall continue to be in full force and effect and without termination. The Department's notice of termination must be made within thirty (30) days of the end of the 30-day notice period required by Section F. The Voluntary Party's waiver notice must be made within fifteen (15) days after receipt of the Department's termination notice.

6. In the event a Voluntary Party or Successor Party does not fulfill all the requirements established in this Agreement, the Commissioner may seek to enforce the Agreement through any legal remedy.

7. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement will remain in full force and effect.

8. Nothing in this Agreement shall be interpreted as limiting the liability for the improper management and/or disposal of contaminated material removed from the Site.

The individual signing below on behalf of the Voluntary Party represents that they are the duly authorized agent, capable of entering into a binding Agreement on behalf of the Voluntary Party. By entering into this Agreement, this individual certifies to the best of his knowledge or reasonable belief that the Voluntary Party did not generate or did not cause to generate, transport, or release contamination that is to be addressed at this Site.

The Effective Date of this Agreement is the last date of execution shown below.

CITY OF KINGSPORT, TENNESSEE
VOLUNTARY PARTY

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT
AND CONSERVATION

Patrick W. Shull, Mayor

James S. Sanders, Director – Division of
Remediation

Date

Date

Attest:

Approved as to form and legality
TDEC Office of General Counsel Attorney

Angela Marshall, Deputy City Recorder

Signature

Approved as to form:

Date:

Rodney B. Rowlett, III, City Attorney

EXHIBIT A

TO BROWNFIELD AGREEMENT

SITE DESCRIPTION

36°32'34.98"N / 82°33'51.57"W

Tax Map 046P F 010.50 and Tax Map 046P F 010.00

Parcel 010.50 being generally described as: Beginning at an iron pin on the northeasterly right-of-way line of Industry Drive, thence, with a new line the following five calls; N 36 53' E, 412.36 feet to an iron pin, N 67 05' E, 179.53 feet to an iron pin, N 52 18' E, 300.02 feet to an iron pin, N 30 43' W, 168.00 feet to an iron pin, and N 31 01' E, 109.26 feet to an iron pin at the corner of Dixie Cement Company, Inc. property, thence, with Dixie Cement Company, Inc. property the following four calls; N 31 01' E, 74.71 feet to an iron pin, S 55 36' E, 436.82 feet to an iron pin, N 50 59' E, 51.93 feet to an iron pin, S 68 47' E, 276.84 feet to an iron pin on the southwesterly right-of-way line of C.C. & O. Railroad property, thence with said right-of-way, S 55 45" E, 637.44 feet to a concrete monument, thence, leaving said right-of-way and with the Industrial Development Board of the City of Kingsport boundary line, the following three calls; S 34 15' W, 527.44 feet to an iron pin, S 49 15' W, 700.00 feet to an iron pin, and S 45 35' W, 323.55 feet to a concrete monument on the northeasterly right-of-way line of Industry Drive, thence, with said right-of-way, N 40 57' W, 1200.54 feet to the Point of Beginning as reflected in a quitclaim deed of record recorded on September 2, 2021 in Deed Book 3464 at Page 1416 from Domtar Paper Company, LLC to the City of Kingsport. **LESS, HOWEVER,** approximately 4.613 acres conveyed by the City of Kingsport to the Industrial Development Board of the City of Kingsport via quitclaim deed recorded in the Sullivan County Register of Deeds on August 28, 2023 in Deed Book 3752 at Page 9 and as shown by the plat of record recorded in the Sullivan County Register of Deeds in Plat Book 58 at Page 593.

Parcel 010.00 being generally described as: Beginning at an iron pin in the easterly right of way line of Industry Drive, said iron pin marking a corner common to the lands herein conveyed and lands of General Shale Products; thence, leaving said point of Beginning, and running N. 36 46' 42" W., 200.38 feet to an iron pin in the southerly line of a gravel road; thence, with said line N. 49 22' 30" E., 226.90 feet to a point on concrete monument marking a corner common to the lands herein conveyed and lands of General Shale Products; thence, S. 40 38' 00" E., 199.56 feet to a metal post in concrete monument; thence, S. 49 17' 15" W., 240.37 feet to the point of Beginning, containing 1.0701 acres as described in a Warranty Deed from Andy Kerney to the City of Kingsport recorded on May 16, 2022 in the Sullivan County Register of Deed's office at Deed Book 3508, Page 552.

EXHIBIT B

TO BROWNFIELD AGREEMENT

SUMMARY OF TECHNICAL REPORTS FOR THE SITE

The following summary is a listing of technical reports for environmental investigations and assessments for the Site that are in the possession of the Voluntary Party. This summary is intended to fulfill the statutory disclosure requirements associated with the Brownfield agreement application process. All reports listed below are on file at TDEC.

Phase I Environmental Site Assessment: 100 West Industry Road, Portion of Tax Parcel 046P F 010.20/001, August 10, 2020 prepared by S&ME, Inc.. Six RECs identified. No remedial action taken.

Limited Phase II Environmental Site Assessment: Cement Hill, 100 West Industry Road, Tax Parcel 046P F 010.50, August 31, 2022 prepared by S&ME, Inc. Limited geophysical services did not identify USTs but did identify anomalies. Anomalies evaluated by test pits and soil sampling, and two borings were drilled around former diesel dispenser island. Samples near or above EPH screening level.

Plat Showing a Part of Domtar Paper Company, LLC Property to be Transferred to the City of Kingsport, prepared by Wilson & Associates, Inc.

Report of Groundwater Monitoring, Cement Hill Property, TDEC-DoR Site #82-592, July 10, 2023, prepared by S&ME, Inc. *Two existing wells indicated only arsenic above MCL in MW-2.*

Phase I Environmental Site Assessment: 300 West Industry Road, Tax Parcel 046P F 010.00, April 28, 2022, prepared by S&ME, Inc. *Two RECs identified. No remedial action taken.*

Pre-renovation and Pre-demolition Asbestos Assessment, 200 West Industry Road, March 8, 2023, prepared by S&ME, Inc. Asbestos was detected in building materials which were later abated prior to demolition or renovation of structures.

Report of Geotechnical Exploration Recycling Center – West Industry Drive, October 18, 2022, prepared by S&ME, Inc.

EXHIBIT C
TO BROWNFIELD AGREEMENT
NOTICE OF LAND USE RESTRICTIONS