

CONFIGURATION CONTROL LOG

Revision	Date	Summary of Revision
0	September 2020	Initial issue

ACRONYMS

ACTL	Aiken County Technology Laboratory
AMC	Advanced Manufacturing Collaborative
ARC	Applied Research Center
ASTM	American Society for Testing and Materials
CD	Critical Decision
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CX	Categorical Exclusion
DNC	Department NEPA Coordinator
DOE	Department of Energy
EA	Environmental Assessment
EBS	Environmental Baseline Survey
EC&P	Environmental Compliance and Permitting
EEC	Environmental Evaluation Checklist
EIS	Environmental Impact Statement
EM	Environmental Management
NCO	NEPA Compliance Officer
NEPA	National Environmental Policy Act
R&D	Research and Development
RCRA	Resource Conservation and Recovery Act
REC	Recognized Environmental Condition
SNC	Site NEPA Coordinator
SRNL	Savannah River National Laboratory
SRS	Savannah River Site
STEM	Science, Technology, Engineering, and Mathematics
USACE	U.S. Army Corps of Engineers
USCA	University of South Carolina at Aiken

BACKGROUND

The National Environmental Policy Act (NEPA) requires that Federal agencies identify and consider the potential environmental consequences of proposed actions early in the project planning process so that informed, environmentally sound decisions regarding project design and implementation can be made. NEPA program implementation and compliance within the U.S. Department of Energy (DOE) complex is mandated by 10 CFR 1021, National Environmental Policy Act Implementing Procedures.

DOE proposes to construct an approximately 65,000 square foot, two-story Advanced Manufacturing Collaborative (AMC) facility on the University of South Carolina at Aiken (USCA) campus located in Aiken County, South Carolina. The DOE Office of Environmental Management (DOE-EM) in partnership with the Savannah River National Laboratory (SRNL) will utilize AMC to integrate and exploit the unique attributes of national laboratories, commercial entities, and educational institutions to stimulate innovative thinking and to adapt innovative technologies to accomplish DOE missions, specifically to continue cleanup of radioactive and chemical waste resulting from Cold War-era activities.

The AMC will be constructed on an approximately 5-acre parcel. The tract is bounded to the north by Trolley Line Road, to the south by USCA's softball field, to the west by College Station Drive, and to the east by a wooded portion of USCA's Campus. The topography of the site rises from College Station Drive approximately 17 feet to a crest on the eastern end of the site.

DOE will execute a ground lease with the Aiken County Commission on Higher Education (landowner) through USCA. The lease agreement includes laboratory and office spaces for use by USCA in lieu of lease payment. DOE will be responsible for building and ground maintenance including landscaping, lighting, and parking lots. Private entities may arrange to lease space in the future or may be involved in Cooperative research and reside in the building. At the end of the lease, DOE intends to either renew the lease or transfer ownership of the building to USCA.

No major demolition or land clearing will be required. Some removal of existing infrastructure such as portable and non-permanent buildings, fencing and irrigation/water supply piping is anticipated as part of the civil site preparation. The area is deforested and consists of a softball field and open grassed area with some maintained tree coverage on the northeast side adjacent to an existing University building. The land is designated for commercial development. Existing utilities (e.g., electricity, water, sewer) are available for tie-in and both county/city and University roads border the property on three sides providing easy access. The property is immediately adjacent to Aiken Highway 401 Bypass, a high-volume connector.

Conceptual design of AMC includes approximately 65,000+/- square feet of office and laboratory space built to commercial building codes. The facility will be non-nuclear. Activities anticipated in the facility include both wet and dry research and development (R&D) laboratories capable of benchtop and engineering scale R&D. Engineering scale activities are a step up from bench scale to room or partial room scale. No demonstration scale activities are executable or planned for AMC due to size limitations. Included in the facility are classroom, collaborative and office spaces to accommodate activities that include Science, Technology, Engineering, and Mathematics (STEM) education, collaboration on research and development activities and offices for resident researchers and facility management. Additional mechanical and electrical supply areas, typical of facility operations and maintenance needs, are included in the design.

The facility will include a parking lot for employees and visitors. Access will be provided from Trolley Line Road and College Station Drive.

SRNL will operate the AMC Facility and be responsible for obtaining required environmental permits. Facility-specific procedures will be developed to ensure operation is compliant with applicable environmental permits and regulations. AMC will be operated and managed in regard to environmental compliance in a similar manner to SRNL's Aiken County Technology Laboratory (ACTL) and the Applied Research Center (ARC) located on Aiken County's Savannah River Research Campus.

NEPA APPROACH

In accordance with DOE Order 413.3B, *Program and Project Management for the Acquisition of Capital Assets*, an appropriate NEPA review is required to support the proposed AMC Facility. DOE Order 413.3B requires final NEPA documentation prior to CD-2 for the Project with a Record of Decision after CD-2 approval but prior to CD-3.

To initiate NEPA Analysis, the project sponsor prepared an Environmental Evaluation Checklist (EEC), and the Department NEPA Coordinator (DNC) recommended that the proposed action fits within categorical exclusion (CX) B3.6 *Small-scale research and development, laboratory operations, and pilot projects* class of actions. It was further determined that portions of the proposed action also fit within the B1.24 *Property transfers*, B3.1 *Site characterization and environmental monitoring*, and B3.14 *Small-scale educational facilities* classes of actions:

The DOE NEPA Compliance Officer (NCO) approved the EEC in April 2020 concurring the proposal meets the requirements for a CX (Reference 1).

SRNL will prepare individual EECs for specific lab activities that will be conducted at the AMC Facility. The majority of these lab activities are anticipated to fit within the B3.6 *Small-scale research and development, laboratory operations, and pilot projects* class of actions. Specific details of lab activities are beyond the scope of this NEPA Strategy document.

Appendices A and B to Subpart D of Part 1021 contain classes of actions that DOE has determined do not individually or cumulatively have a significant effect on the human environment (categorical exclusions). These actions are categorically excluded from preparation of an Environmental Impact Statement (EIS) or an Environmental Assessment (EA). To conclude that a proposal is categorically excluded, DOE shall determine the following:

1. The proposal must fit within a class of actions that is listed in appendix A or B of subpart D. [§1021.410(b)(1)]

Analysis: The AMC Facility fits within the B3.6 *Small-scale research and development, laboratory operations, and pilot projects* class of actions.

Siting, construction or modification, operation, and decommissioning of facilities for small-scale research and development projects; conventional laboratory operations (such as preparation of chemical standards and sample analysis); and small-scale pilot projects (generally less than 2 years) frequently conducted to verify a concept before demonstration actions, provided that construction or modification would be within or contiguous to a previously disturbed or developed area (where active utilities and currently used roads are readily accessible). Not included in this category are demonstration actions, meaning actions that are undertaken at a scale to show whether a technology would be viable on a larger scale and suitable for commercial deployment.

The area is deforested and consists of a softball field and open grassed area with some maintained tree coverage on the northeast side adjacent to an existing University building. The land is designated for commercial development. Existing utilities (e.g., electricity, water, sewer) are available for tie-in and both county/city and University roads border the property on three sides providing easy access. The property is immediately adjacent to Aiken Highway 401 Bypass, a high-volume connector.

The scale of the AMC is comparable to existing buildings at USCA that are immediately adjacent to the proposed location. Those buildings at USCA comprise commercial type education and research facilities similar in size (some larger and some smaller) and nature to AMC's concept. AMC will be constructed to blend with the approved architectural plan, building materials and building designs on the campus.

Activities anticipated in the facility include both wet and dry R&D laboratories capable of benchtop and engineering scale R&D. Engineering scale activities are a step up from bench scale to room or partial room scale. No demonstration scale activities are executable or planned for AMC due to size limitations. Larger scale demonstration activities, if applicable to the R&D effort, will be conducted at other locations including SRS, commercial facilities and potentially at other research locations such as regional universities and test sites.

As discussed above, the location and scope for the proposed AMC Facility are "previously disturbed or developed" and "small-scale" as defined §1021.410(g)(1) and (2), respectively.

It was further determined that portions of the proposed action also fit within the following classes of actions:

B1.24 Property transfers

Transfer, lease, disposition, or acquisition of interest in personal property (including, but not limited to, equipment and materials) or real property (including, but not limited to, permanent structures and land), provided that under reasonable foreseeable uses (1) there would be no potential for releases of substances at a level, or in a form, that could pose a threat to public health or the environment and (2) the covered actions would not have the potential to cause a significant change in impacts from before the transfer, lease, disposition, or acquisition of interests.

DOE will execute a long-term ground lease with the Aiken County Commission on Higher Education through USC-Aiken. The lease agreement includes laboratory and office spaces for use by the University in lieu of lease payment. AMC will be a non-nuclear facility.

B3.1 Site characterization and environmental monitoring

Site characterization and environmental monitoring (including, but not limited to, siting, construction, modification, operation, dismantlement and removal of otherwise proper closure (such as of a well) of characterization and monitoring devices, and siting, construction, and associated operation of a small-scale laboratory building or renovation of a room in an existing building for sample analysis)....Covered activities include but are not limited to site characterization

and environmental monitoring under CERCLA and RCRA...Specific activities include, but are not limited to:

- (a) Geological, geophysical (such as gravity, magnetic, electrical, seismic, radar, and temperature gradient), geochemical, and engineering surveys and mapping, and the establishment of survey marks...*
- (b) (j) reproduction omitted for brevity.*

Geotechnical surveys may be required prior to installation of building foundations.

B3.14 Small-scale educational facilities

Siting, construction, modification, operation, and decommissioning of small-scale educational facilities (including, but not limited to, conventional teaching laboratories, libraries, classroom facility, auditoriums, museums, visitor centers, exhibits, and associated offices within or contiguous to a previously disturbed or developed area (where active utilities and currently used roads are readily accessible). Operation may include, but is not limited to, purchase, installation, and operation of equipment such as audio visual and laboratory equipment) commensurate with the educational purposes of the facility.

The AMC facility will include classroom, collaborative and office spaces to accommodate activities that include STEM education.

2. There are no “extraordinary circumstances” related to the proposal that may affect the significance of the environmental effects of the proposal. [§1021.410(b)(2)]

Analysis: The proposed AMC Facility will not present unique situations such as scientific controversy about the environmental effects of the proposal; uncertain effects or effects involving unique or unknown risks; or unresolved conflicts concerning alternate uses of available resources. AMC will be a non-nuclear facility including approximately 65,000+/- square feet of office and laboratory space built to commercial building codes.

SRNL will prepare individual EECs for specific lab activities that will be conducted at the AMC Facility. The majority of the lab activities are anticipated to fit within the B3.6 *Small-scale research and development, laboratory operations, and pilot projects* class of actions. However, specific details of the lab activities will be evaluated during the EEC review and approval process to ensure that no “extraordinary circumstances” will occur from lab activities conducted within the AMC Facility.

3. The proposal has not been segmented to meet the definition of a categorical exclusion. [§1021.410(b)(3)]

Analysis: The scope of the proposed AMC Facility has not been divided into smaller parts to avoid the appearance of significance of the total action. Furthermore, the scope assessed included the consideration of connected and cumulative actions.

Additionally, there are five (5) conditions that are integral elements of the classes of actions provided in Appendix B. These elements were reviewed as part of the EEC, and no impacts were identified. DOE contracted the U.S. Army Corps of Engineers (USACE), Savannah District to prepare a Phase I Environmental Site Assessment (ESA), also referred to as an Environmental Baseline Survey (EBS), to evaluate and document existing site conditions at the location of the proposed AMC Facility (Reference 2). The results of the EBS assisted in the review of the five integral elements. Each is briefly discussed below:

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1. The proposal will not threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health or similar requirements of DOE Executive Orders.

Analysis: Specific permitting and compliance requirements for the proposed AMC Facility will be addressed in the Environmental Compliance and Permitting (EC&P) Plan (Reference 3). SRNL will operate the AMC Facility and be responsible for obtaining required permits. Facility-specific procedures will be developed to ensure operation is compliant with applicable environmental permits and regulations. Additionally, SRNL will prepare individual EECs for specific lab activities that will be conducted at the AMC Facility. This will provide an opportunity to review environmental permitting and compliance requirements, such as waste generation/treatment/disposal, air emissions, and wastewater discharges, for individual lab activities.

2. The proposal will not require siting and construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators).

Analysis: Waste generated from the proposed AMC Facility, including construction and operation, will be minimal and will not significantly increase the volume of current SRS waste streams.

3. The proposal will not disturb hazardous substances, pollutants, contaminants, or CERCLA-excluded petroleum and natural gas products that preexist in the environment.

Analysis: The EBS identified no Recognized Environmental Conditions (RECs). ASTM E 1527-13 defines a "REC" as "the presence of likely presence of any hazardous substances or petroleum products in, on or at a property: 1) due to release to the environment; 2) under conditions indicative of a release to the environment; or 3) under conditions that pose a material threat of a future release to the environment."

4. The proposal does not have the potential to cause significant impacts on environmentally sensitive resources, including, but not limited to:

- a. Property of historic, archaeological, or architectural significance;
- b. Protected species and their habitat;
- c. Floodplain and wetlands;
- d. Areas of special designation (e.g., wilderness areas, national parks, national monuments, national natural landmarks, wild and scenic rivers, wildlife refuges, scenic areas, and marine sanctuaries, etc.);
- e. Prime or unique farmland;
- f. Special sources of water (e.g., sole-source aquifers, wellhead protection areas, etc.); or
- g. Tundra, coral reefs, or rain forests.

Analysis: As determined in the EEC, environmentally sensitive resources a, b, c, and f will not be significantly impacted by the proposed AMC Facility. The proposed AMC facility will be constructed on a previously developed parcel of land on the USCA campus. Resources d, e, and g are not present within the boundaries of the USCA campus.

5. The proposal does not involve genetically engineered organisms, synthetic biology, governmentally designated noxious weeds, or invasive species, “unless the proposed activity would be contained or confined in a manner designed and operated to prevent unauthorized release into the environment and conducted in accordance with applicable requirements, such as those of the Department of Agriculture, the Environmental Protection Agency, and the National Institutes of Health.”

Analysis: The scope of the proposed AMC Facility does not involve these conditions. SRNL will prepare individual EECs for specific lab activities that will be conducted at the AMC Facility. Specific details of the lab activities will be evaluated during the EEC review and approval process to ensure that these conditions will not occur during lab activities conducted within the AMC Facility.

REFERENCES

1. EEC [DOE-X-2020-0003](#), *Ground Lease for and Construction of the Advanced Manufacturing Collaborative (AMC) Facility*, April 2020
2. SRNS-OS-2020-00350 Phase I Environmental Site Assessment (ESA), *Advanced Manufacturing Collaborative (AMC) Facility*, July 2020
3. SRNS-TR-2020-00329, *Advanced Manufacturing Collaborative (AMC) Facility Environmental Compliance and Permitting Plan*, September 2020



LAND LEASEHOLD INTEREST AGREEMENT

between

**THE AIKEN COUNTY COMMISSION
FOR HIGHER EDUCATION**

and

**THE UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY**

for the

**Advanced Manufacturing Collaborative
(AMC)**

January 2021

**LAND LEASEHOLD INTEREST AGREEMENT BY AND BETWEEN
THE AIKEN COUNTY COMMISSION FOR HIGHER EDUCATION
AND THE UNITED STATES OF AMERICA, DEPARTMENT OF ENERGY
FOR THE
ADVANCED MANUFACTURING COLLABORATIVE**

THIS LAND LEASEHOLD INTEREST AGREEMENT (this "Agreement") is executed effective the last signature date of this Agreement, as shown below, by and between the AIKEN COUNTY COMMISSION FOR HIGHER EDUCATION (hereinafter the "Commission or Lessor") for the benefit of the UNIVERSITY OF SOUTH CAROLINA AIKEN (hereinafter "UofSC Aiken" or "University") and THE UNITED STATES OF AMERICA, DEPARTMENT OF ENERGY (hereinafter "DOE" or the "Lessee") for construction of the ADVANCED MANUFACTURING COLLABORATIVE Facility (hereinafter "AMC" or "Facility"). The DOE and the Commission will collectively be referred to as the "Parties" or "parties"). The University is a third-party beneficiary to this Agreement.

RECITALS:

WHEREAS, the Commission is entrusted by law by the State of South Carolina to own certain parcels of real estate for the benefit of UofSC Aiken, including all easements, restrictions and appurtenances belonging or appertaining thereto, located in Aiken County, South Carolina, and having tax parcel number 087-15-01-008; along with any improvements located thereon (the "Property"), and the Commission hereby conveys a Leasehold interest (stated as "Lease", hereafter) to the DOE in 4.50 acres of land on the UofSC Aiken campus, as shown on the Site Survey Plat, attached herein as Exhibit "A" and described in the Legal Description, attached herein as Exhibit "B", (hereinafter "Leased Premises" or "Premises"), which are both made a part of this Lease, together with ingress and egress seven days a week, twenty-four hours a day, for the purpose of constructing, and operating the AMC;

WHEREAS, The Commission wants to Lease the Premises to DOE for the development and operation of the AMC Facility on the University Campus. The Parties intend that the Facility and all improvements on the Premises will be in keeping with the design and aesthetics of the Campus and the improvements will ultimately be used and operated as part of the Campus; and,

WHEREAS, The Commission and DOE believe that the Facility being built on the University Campus can provide mutual benefits to the University and DOE by providing educational use space in the Facility for the University and providing opportunities to the University and DOE to benefit from the close presence and support and resources of each other; and, in that regard, the University is a third party beneficiary of this Lease. The University will sign this Lease only as the third-party beneficiary and not as Lessor or Lessee.

NOW, THEREFORE, the Commission and DOE do hereby agree as follows:

1. **Grant of Lease.** The Commission hereby grants and extends to DOE the exclusive use and occupancy of the Leased Premises during the Lease Term (as defined below), subject only to the terms and conditions set forth in this Agreement including DOE's agreement to permit the University to access and use space in the Facility during the term of the Lease.
2. **Lease Term.** The Lease term shall commence on the last signature date of this Agreement, as shown below, and shall expire thirty-seven (37) years and zero (0) months thereafter including two years that the parties anticipate it

will take to construct the AMC. At the conclusion of the Lease Term or at the termination of the Lease, if termination occurs earlier, the Premises will revert, and all improvements and appurtenances on the Premises will transfer to the Commission for the use and benefit of UofSC Aiken. Prior to the expiration of the Lease term, the Lessor and the DOE may, by mutual agreement, enter into a renewal of the Lease to commence at the end of the initial Lease Term and not to exceed five years. The Parties to the Lease may enter into a second renewal term to commence at the end of the first renewal term not to exceed five years.

3. **Leasehold Terms.** The Lease shall provide for the following terms.

- a) **Term.** The term of the Lease shall be thirty-seven (37) years and zero months, inclusive of construction, which term will commence upon the execution date of the last signature to this Lease.
- b) **Consideration.** This is a no cost lease, and the Consideration for this Lease shall be the mutual benefit to accrue to the Parties.
- c) **Improvements.** All buildings, related site work, necessary pre-construction work, and other improvements desired by Lessee, including the space to be used by and occupied by the University, shall be constructed at the sole cost and expense of the Lessee, in accordance with plans and specification determined solely by the Lessee except that the exterior design shall be approved by the Lessor to ensure it complies with UofSC Aiken aesthetics. At the expiration of the Lease Term, all improvements and non-trade fixtures shall become the property of the Lessor.
- d) **Utility Easements.** The Commission will grant any utility easements as are necessary or desirable to accomplish the construction and operation of the AMC facility.
- e) **Maintenance of the Leased Premises and Improvements.** The DOE shall manage and maintain the Premises as would a prudent owner and shall not commit any waste or any nuisance on the Premises, nor permit any part of the Premises to be used for any dangerous, obnoxious or offensive trade or business, and shall not permit any damaged structures, parts of the structures or parking lots to remain unaddressed for any unreasonable period of time.

4. **Leased Premises.** The specific Premises to be leased by the Lessee is a portion of Aiken County Tax Parcel number 15-01-008 and is identified in the Site Survey Plat at Exhibit "A". The Premises is also described in the Legal Description at Exhibit "B".

5. **Expiration of Term.** At the expiration of the Lease Term, all agreements with the DOE will terminate and the Commission will determine in what manner it chooses to continue to operate any improvements. The DOE intends to turn over any improvements to the Lessor in accordance with this agreement.

6. **Binding Agreement.** This Agreement has been duly authorized by all necessary action on the part of the Commission, has been duly executed and delivered by the Commission, and once fully executed by DOE, constitutes the valid and binding agreement of the Commission, enforceable in accordance with its terms.

7. **Execution.** The execution, delivery and performance by the Commission of its obligations hereunder do not and will not contravene, or constitute a default under, any provisions of applicable law or regulation, or any agreement, judgment, injunction, order, decree or other instrument binding upon the Commission or result in the creation of any lien or other encumbrance on any asset of the Commission.

8. **No Agreements.** Except as may be disclosed in the public records, the Commission has entered into no agreement, oral or written, other than this Agreement that remains in effect which grants any party other than DOE any rights in and to the Leased Premises.

9. **Condemnation.** The Commission has not received any notice from any city, county, or other governmental authority of any taking of the Leased Premises, or any portion thereof, by eminent domain or similar proceeding, and no such taking or other condemnation of the Leased Premises, or any portion thereof, shall be threatened or contemplated by any governmental authority.

10. **Environmental.** To the Commission's knowledge, there has been no known release or any recent or continuing manufacture, production, treatment, storage or disposal of any substance or material on the Property, including the groundwater on, under, or about the Property, the generation, production, release, treatment, storage or disposal of which is regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. and implementing regulations, or any applicable federal, state or local law, ordinance, regulation or order of any governmental body (any and all substances are referred to herein collectively as the "Hazardous Substances" and any and all such laws, ordinances, regulations and orders are referred to herein collectively as the "Environmental Laws"); the Property is currently in compliance with all Environmental Laws; and the Commission has no notice, directly or indirectly, of any pending, threatened or anticipated environmental proceedings, claims, judgments, or orders against any of the Property or against the Commission.

A Phase I Environmental Site Assessment (ESA), performed by the U.S. Army Corps of Engineers, on behalf of DOE, documents existing environmental baseline conditions of the Premises at the time of occupancy by the Lessee. Copies of the Phase I ESA, dated June 2020, were provided to UofSC Aiken and the Commission. An extract of the Phase I ESA "Findings and Conclusions" is attached to this Lease as Exhibit "C". The Phase I ESA identified no evidence of hazardous substances or "recognized environmental conditions" being present on the Premises. A follow-on ESA shall be performed by DOE prior to expiration of this Lease to determine site conditions prior to surrender of the Premises and shall be provided to UofSC Aiken and the Commission. This ESA shall be compared to the original Phase I ESA to determine responsibility for any changes in environmental hazards that may have been generated during occupancy and use of the Premises. Neither the Commission nor the University is liable for any environmental costs or remediation which shall be attributed to the DOE or its contractors or agents.

11. **Assessments and Fees.** To the best of the Commission's knowledge, there are no pending or confirmed charges, assessments or acreage fees imposed by any governmental authority affecting the Leased Premises.
12. **Notices.** All notices required by applicable law or agreement in any matter relating to this Agreement shall be deemed received (a) when personally delivered (to the person or department if one is designated); (b) two (2) business days following the date deposited with Federal Express, overnight U.S. mail or other national overnight courier, fees prepaid; or (c) three (3) days following the date deposited with U.S. certified or registered mail, return receipt requested, postage prepaid, and addressed in each such case to the parties at their respective addresses set forth below or such other single address as either party may designate in a written notice given as herein provided (except that a change of address notice shall not be effective until actual receipt).

If to the Commission: Aiken County Commission for Higher Education
471 University Parkway
Aiken, SC 29801
Attn: Chairman, Executive Committee

If to DOE: U.S. Department of Energy
Savannah River Operations Office
P.O. Box A
Aiken, SC 29802
Attn: Real Property Officer

13. **Lease to Run with the Land.** This Lease shall run with the title to the Premises and shall be unaffected by any sale or conveyance of the Premises. The terms and conditions of this Agreement shall be binding on the successor-in-interest to the Commission in and to the Premises or any portion thereof.
14. **Miscellaneous.**
- a) **Governing Law.** Applicable Federal Law, in a court of competent jurisdiction, will apply. In the absence of Federal law pertaining to the issue, South Carolina law will apply.
 - b) **Amendments.** Any amendment of this Agreement shall be made in writing and signed by both parties.
 - c) **No Waiver.** Any failure by either party to enforce any right arising under this Agreement shall not be deemed a waiver of the ability to later enforce that right. Any waiver must be in writing and signed by the authorized person waiving the right in order to be enforceable.
 - d) **Waiver of Jury Trial.** Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
 - e) **Business Days.** If any date or time period herein expires or matures on a Saturday, Sunday or date which is recognized as a Federal holiday and or those holidays recognized by the State of South Carolina, then such date or time period shall automatically be extended to the next available weekday (Monday through Friday) which is not so recognized as a holiday.
 - f) **Due Authorization.** Each individual executing this Agreement on behalf of a corporation or other legal entity represents and warrants that such individual has been authorized to do so by the board of directors or other governing body of said legal entity.
15. **Availability of Funds.** Any obligations and liabilities of the Federal Government or the Commission or the University under this Lease shall be subject to the availability of appropriated funds. The respective governments agree to use best efforts to secure appropriations sufficient for payment of all obligations and liabilities hereunder. If during the term of the Lease, sufficient funds are not made available, DOE may elect to terminate the Lease and turn over the Premises and improvements to the Commission. In the alternative, DOE and the Commission may negotiate the terms of a suspension of the obligations of the Lease until sufficient funding is provided.
16. **Termination of Lease Prior to End of Term.**
- a) The Lease may be terminated at any time upon the written agreement of the Lessor and the Lessee;
 - b) The Lease may be terminated in the event of a material breach or default. Termination for cause pursuant to this sub clause shall occur only after the Party claiming that a material breach has occurred provides notice to the other Party and a reasonable period of time to cure or remove the material breach. Notice and opportunity to cure or remove is not required if the material breach causes a risk of harm or injury to persons;
 - c) The Lease may be terminated by the Lessee if the Lessee does not have sufficient funds available to meet its obligations under the Lease as prescribed herein; and,

The parties have executed this Agreement under seal effective the date and year last signed below.

THIS LEASE, together with all the conditions thereof, is hereby accepted this 21st day of January 2021.

In presence of:

LESSOR: **Aiken County Commission for Higher Education**

William H. Jackson

Witness Signature

By: Teresa Haas

Teresa Haas

Chair

Aiken County Commission

for Higher Education

William H. Jackson

Witness Printed Name

On behalf of the University of South Carolina Aiken

Sandra J. Jordan

(Third Party Beneficiary)

Sandra J. Jordan, Chancellor

Melissa Wilson

Notary Public's Signature

Seal:



Melissa Wilson
NOTARY PUBLIC
State of South Carolina
My Commission Expires
9/13/2029

Melissa Wilson

Notary Public's Printed Name

My Commission Expires: 9/13/2029



IN WITNESS WHEREOF, I have set my hand by authority of the Secretary of Energy this 12th day of January 2021.

In the presence of:

LESSEE: The United States of America
Department of Energy

Phil
Witness Signature

By: John C. Butler Jr.
John C. Butler, Jr.
Certified Realty Specialist and
Real Estate Contracting Officer
U.S. Department of Energy

Jennifer Bice
Witness Printed Name

Marisol Fuentes
Notary Public's Signature

Seal:
MARISOL FUENTES
Notary Public - State of South Carolina
My Commission Expires December 30, 2023

Marisol Fuentes
Notary Public's Printed Name
My Commission Expires: 12/30/2023

In presence of:

University of South Carolina Aiken
As Third-Party Beneficiary of the Agreement

[Handwritten Signature]

Witness Signature

By: [Handwritten Signature]

J. Cantey Heath, Jr.

University Secretary

JAN 14 2021

Edwin E Evans

Witness Printed Name

[Handwritten Signature]

Notary Public's Signature

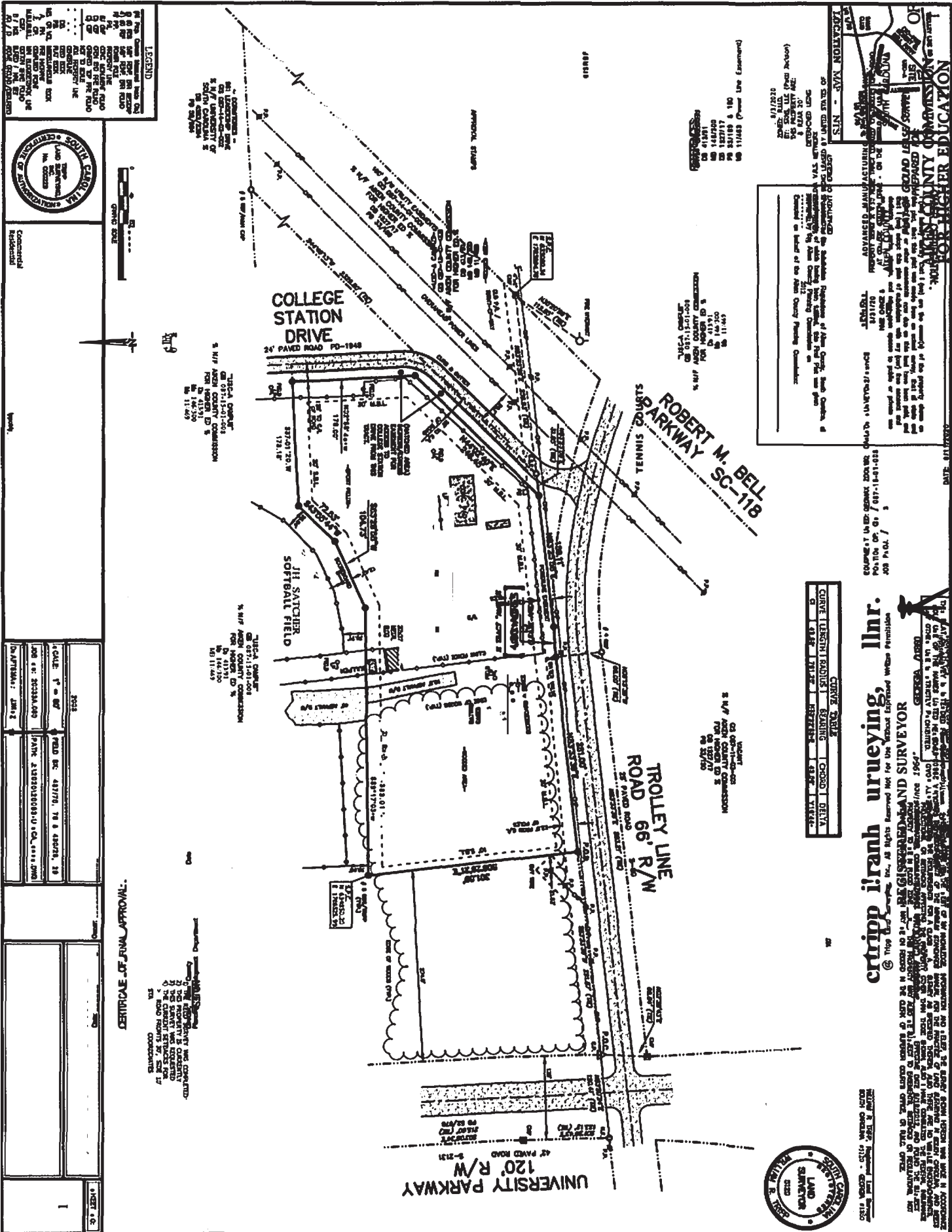
Seal:

WALTER H. PARHAM

Notary Public's Printed Name

My Commission Expires: 2-28-23





CERTIFICATE OF FINAL APPROVAL:

I, the undersigned, being a duly Licensed Professional Engineer, do hereby certify that the above described project has been prepared in accordance with the provisions of the Georgia Code, and that the same conforms to the requirements of the Georgia Code, and that the same is in accordance with the provisions of the Georgia Code, and that the same is in accordance with the provisions of the Georgia Code.

DATE: 11/11/2010	PROJECT NO: 431778 TR 3 430278 10
DRAWN BY: C. TRIPP, INC.	PLANNING: 21882018088-U (CAL) (111) (2010)
CHECKED BY: J. H. 2	



STATE OF GEORGIA
 PROFESSIONAL ENGINEER
 C. TRIPP, INC.
 LICENSE NO. 11111

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EXHIBIT B

Legal Description

LEGAL DESCRIPTION:

All that certain piece, parcel, or tract of land, lying and being shown as Tract "AMC", a portion of GIS # 087-15-01-008, and being situated outside the City limits of Aiken, County of Aiken, State of South Carolina, containing 4.50 acres total, and being more particularly described as follows:

Commencing from a Computed Point on the southwest corner of the intersection of Trolley Line Road (66' Right-of-way) and University Parkway (120' Right-of-way), said point being the POINT OF COMMENCEMENT; thence commencing along the southern right-of-way of Trolley Line Road (66' Right-of-way) S 83°33'39" W a distance of 291.87 feet to a # 5 rebar set with a Tripp Cap, said point being the POINT OF BEGINNING; thence leaving the right-of-way of Trolley Line Road S 06°26'21" E a distance of 301.59 feet to a # 5 rebar set with a Tripp Cap; thence S 89°17'03" W a distance of 383.01 feet to a # 5 rebar set with a Tripp Cap; thence S 65°28'58" W a distance of 104.73 feet to a # 5 rebar set with a Tripp Cap; thence S 43°55'44" W a distance of 72.53 feet to a # 5 rebar set with a Tripp Cap; thence S 87°01'20" W a distance of 178.18 feet to a # 5 rebar set with a Tripp Cap on the eastern right-of-way of College Station Drive (25' from Centerline of Road); thence continuing along the right-of-way of College Station Drive N 02°58'40" W a distance of 176.00 feet to a # 5 rebar set with a Tripp Cap; thence N 44°02'40" E a distance of 246.45 feet to a # 5 rebar set with a Tripp Cap; thence leaving the right-of-way of College Station Drive N 83°25'58" E a distance of 189.11 feet to a # 5 rebar set with a Tripp Cap on the southern right-of-way of Trolley Line Road (66' Right-of-way); thence continuing along the southern right-of-way along a line curving to the left a distance of 43.56 feet, having a radius of 761.25 feet, along a chord bearing of N 85°32'59" E and a chord distance of 43.56 feet to a # 5 rebar set with a Tripp Cap; thence continuing along said right-ofway N 83°33'39" E a distance of 281.00 feet to the POINT OF BEGINNING.

Furthermore, this property is bounded on the North by Trolley Line Road (66' Right-of-way), bounded on the East and South by Aiken County Commission for Higher Ed (University of South Carolina - Aiken Campus), bounded on the West by College Station Drive (25' from the Centerline of Road) and by Aiken County Commission for Higher Ed (University of South Carolina - Aiken Campus).

This property to be leased.
Tax Parcel (GIS) Number: Portion of 087-15-01-008

**Advanced Manufacturing Collaborative
(AMC)**

EXHIBIT C

Phase I Environmental Site Assessment Findings & Conclusions

10.0 FINDINGS AND CONCLUSIONS

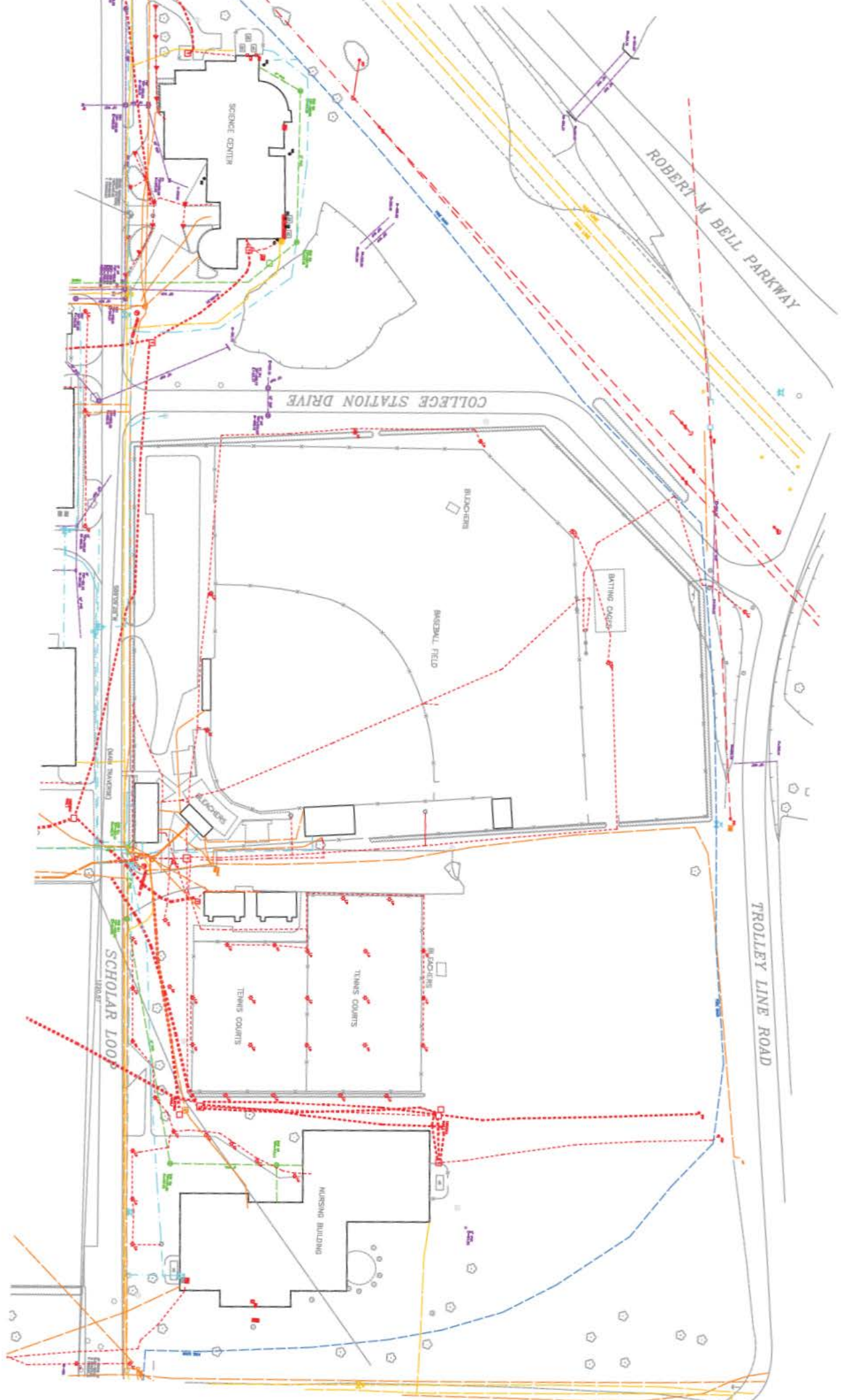
Based on the records search, it appears that the property historically consisted of undeveloped, wooded land from at least 1964 until the late 1970s when the western portion of the property was cleared and converted to a sports field for use by USC-Aiken. The eastern portion of the property has remained undeveloped and wooded. Historical records prior to 1964 were not reasonably ascertainable for the site. The review of historical information for adjoining or nearby properties identified the area as originally undeveloped, wooded land that transitioned to commercial and academic institutional use over time.

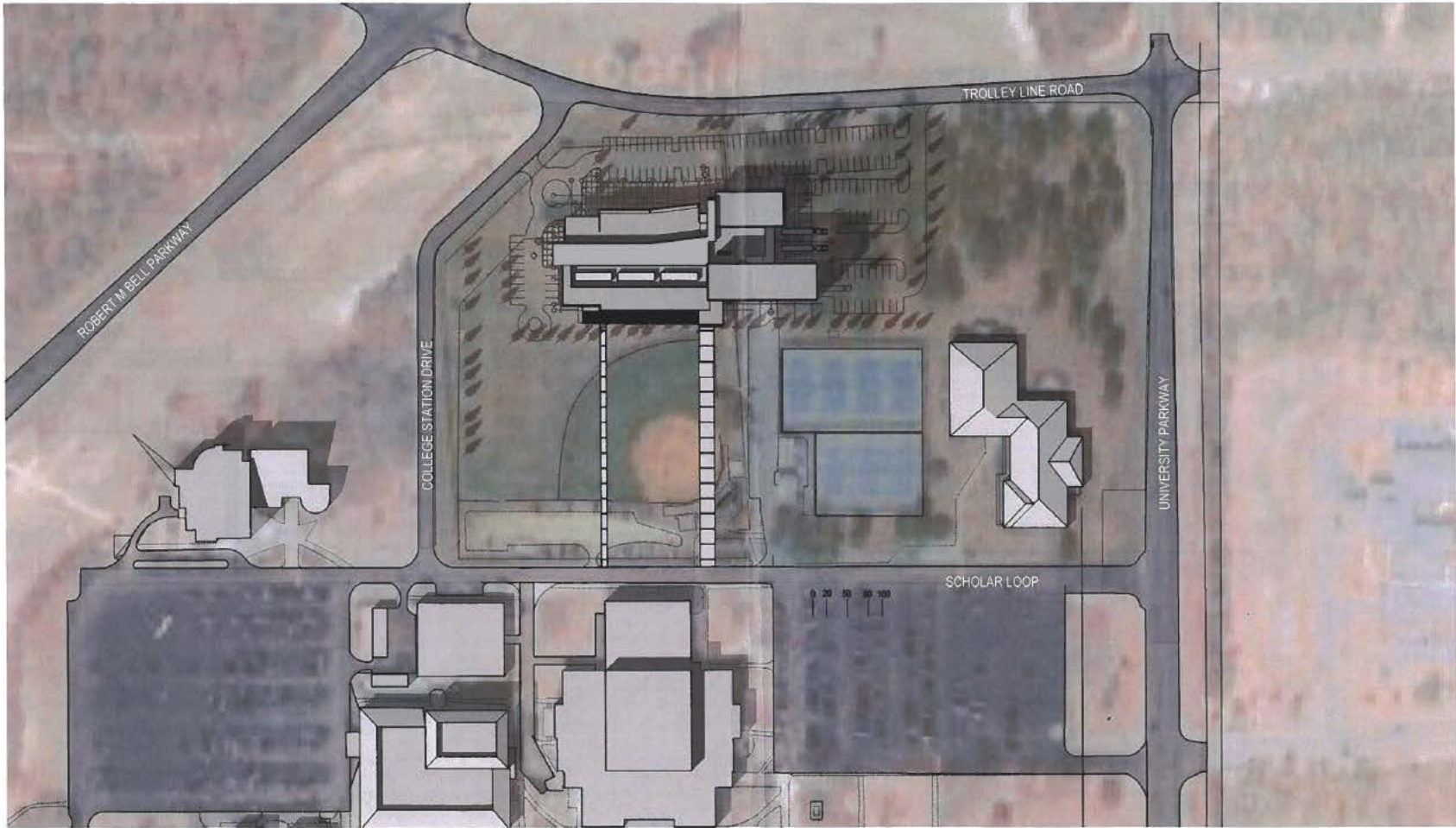
Development associated with the USC-A campus began in the vicinity of the property in the late 1960s or early 1970s. It appears that commercial businesses and medical offices began to be constructed in the vicinity of the property in the 1970s and 1980s. Obvious indications of RECs (*"Recognized Environmental Conditions"*) were not identified in the historical data review.

A regulatory database search report was provided researching a series of Federal, State, Local, and other databases for facilities and properties that are located within specified minimum search distances from the property. The report did not identify the property on the databases researched. The report identified several off-site properties within the minimum ASTM search distances. USC-Aiken was identified, however, the actual location is elsewhere on campus, not on the proposed property site, nor is it within the ASTM search radius. Based on the review of available public records and/or interviews with USC-Aiken, Facilities Director, none of the listings are believed to represent a REC for the property.

**Advanced Manufacturing Collaborative
(AMC)**







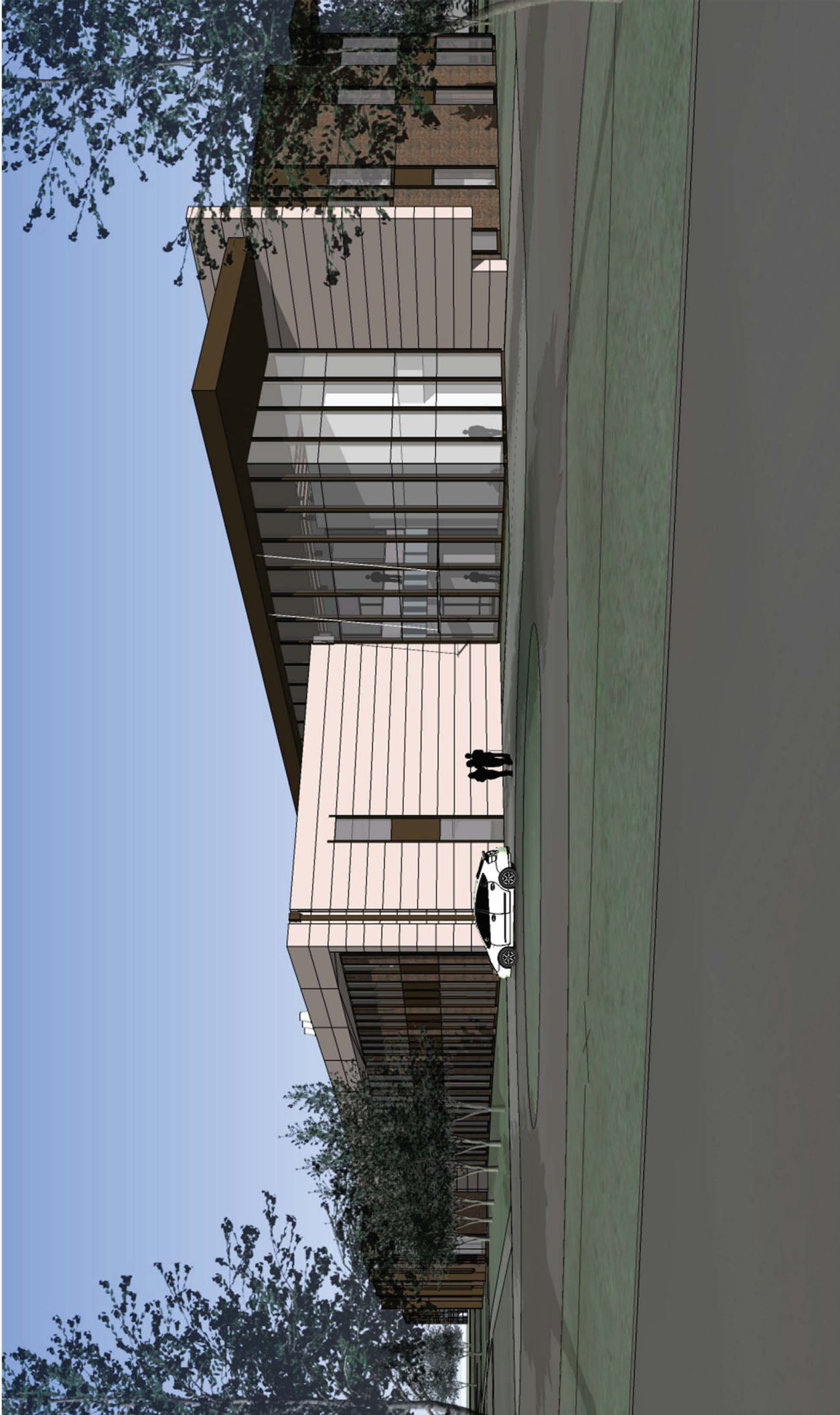
AMC AIKEN
11 MAY 2016

HEERY design

Casework Schedule		
WT	Type Comments	Manufacturer
BC-01	BASE CABINET	Kewaunee Scientific Corporation
32		
BC-02	BASE CABINET UNDER SINK	Kewaunee Scientific Corporation
10		
BC-03	BASE CABINET UNDER FUME HOOD	Kewaunee Scientific Corporation
5		
BC-04	MOBILE BASE CABINETS	Kewaunee Scientific Corporation
18		
BC-05	MOBILE BASE CABINETS	Kewaunee Scientific Corporation
29		
BC-06	BASE CABINET	Kewaunee Scientific Corporation
3		
D-01	DESK	Kewaunee Scientific Corporation
1		
FH-01	FUME HOOD	Kewaunee Scientific Corporation
6		
FH-02	FUME HOOD	Kewaunee Scientific Corporation
4		
FH-03	WALK IN HOOD	Kewaunee Scientific Corporation
2		
SC-01	STORAGE CABINET	Kewaunee Scientific Corporation
1		
SC-02	STORAGE CABINET	Kewaunee Scientific Corporation
5		
SC-03	GAS CYLINDER STORAGE CABINET	Kewaunee Scientific Corporation
11		
SC-04	STORAGE CABINET	Kewaunee Scientific Corporation
4		
SC-05	STORAGE CABINET	Kewaunee Scientific Corporation
6		
SC-06	STORAGE CABINET	Kewaunee Scientific Corporation
1		
SC-07	STORAGE CABINET	Kewaunee Scientific Corporation
8		
SC-08	STORAGE CABINET	Kewaunee Scientific Corporation
1		
SC-09	STORAGE CABINET	Kewaunee Scientific Corporation
1		
SC-10	STORAGE CABINET	Kewaunee Scientific Corporation
2		
SH-02	SHELVING	Kewaunee Scientific Corporation
6		
WB-02	WORK BENCH	Kewaunee Scientific Corporation
1		
WC-01	WALL MOUNTED CABINET	Kewaunee Scientific Corporation
27		
WC-02	WALL MOUNTED CABINET	Kewaunee Scientific Corporation
10		
WC-03	WALL MOUNTED CABINET	Kewaunee Scientific Corporation
8		

Furniture Schedule		
TAG	TYPE	MANUFACTURER
		Kewaunee
4		
B-01	BENCH	Davis Furniture, Corp.
52		
CH-01	CHAIR - TASK	Steelcase
123		
CH-02	CHAIR - SIDE	Steelcase
24		
CH-03	CHAIR - MEETING	Haworth
73		
CH-04	CHAIR - CONF	Steelcase
10		
CL-01	LOUNGE CHAIR	HighTower
14		
CL-02	LOUNGE CHAIR	Kelthauer, Corp.
6		
EQ-01	PRINTER	
1		
EQ-02	PRINTER	
2		
EQ-05	PRINTER	
1		
EQ-06	PAINT BOOTH	
1		
EQ-07	PRINTER	
2		
EQ-08	PRINTER	
2		
EQ-09	SIFTER	
3		
EQ-10	PLOTTER	
1		
EQ-11	OFFICE PRINTER	
1		
EQ-12	70" TELEVISION	
4		
EQ-13	WHITEBOARD	
3		
EQ-14	VTC CAMERA	
1		
EQ-15	DRAIN TRENCH	
1		
EQ-16	WORK PLATFOR	
1		

Furniture Schedule		
TAG	TYPE	MANUFACTURER
EQ-17	WORK SINK-JANITOR	Kewaunee Scientific Corporation
1		
EQ-18	WORK SINK	Kewaunee Scientific Corporation
10		
O-01	OTTOMAN	Altemuir
13		
O-02	OTTOMAN	HighTower
6		
PO-01	PRIVATE OFFICE	Herman Miller, Inc.
12		
S-01	SOFA	Nienkamper
7		
SB-01	SMART BOARD	
1		
SH-01	SHELVING	Herman Miller, Inc.
2		
ST-01	STOOL	Davis Furniture, Corp.
66		
ST-02	STOOL	Haworth
78		
T-01	TABLE - MEETING	Herman Miller, Inc.
4		
T-02	TABLE - TRAINING	Haworth
16		
T-03	TABLE - CONF	Herman Miller, Inc.
1		
T-04	TABLE - BAR	Herman Miller, Inc.
3		
T-05	TABLE - SHARED	Davis Furniture, Corp.
7		
T-06	TABLE - CONF	
1		
TD-01	TABLE - DESK	Kewaunee
1		
TR-01	TRELLIS	IZZY+
6		
TS-01	TABLE - SIDE	Herman Miller, Inc.
7		
TS-02	TABLE - SIDE	Davis Furniture, Corp.
8		
WB-01	WORK BENCH	Kewaunee
35		
WB-02	WORK BENCH	Kewaunee
14		
WB-03	WORK TABLE	Kewaunee
2		
WS-01	WORKSTATION 6'X7'	Herman Miller, Inc.
100		



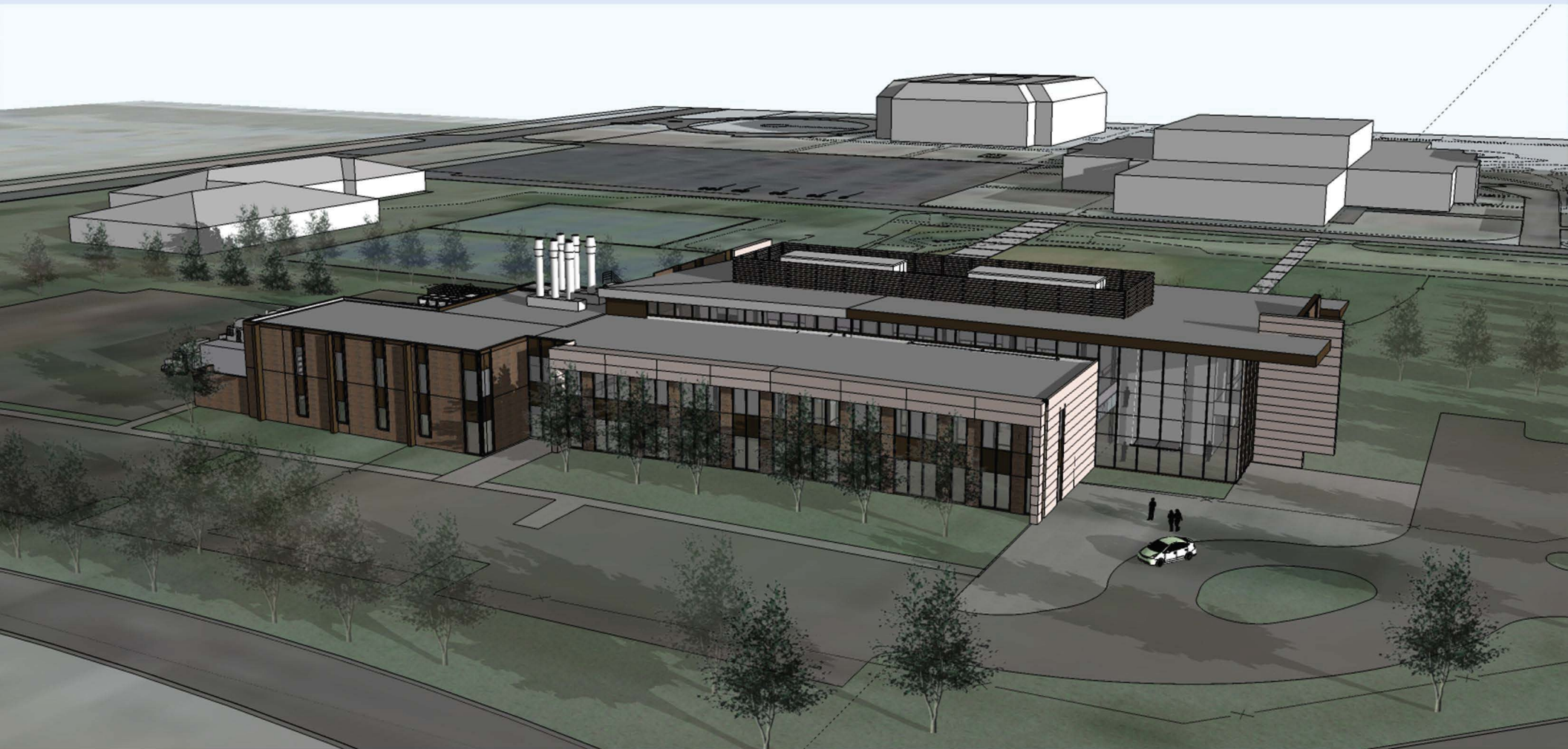
AMC AIKEN

AUGUST 19, 2016

ENTRY VIEW



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NORTH AERIAL VIEW

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AUGUST 19, 2016

WEST VIEW



design



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AUGUST 19, 2016

SOUTH CAMPUS VIEW



design



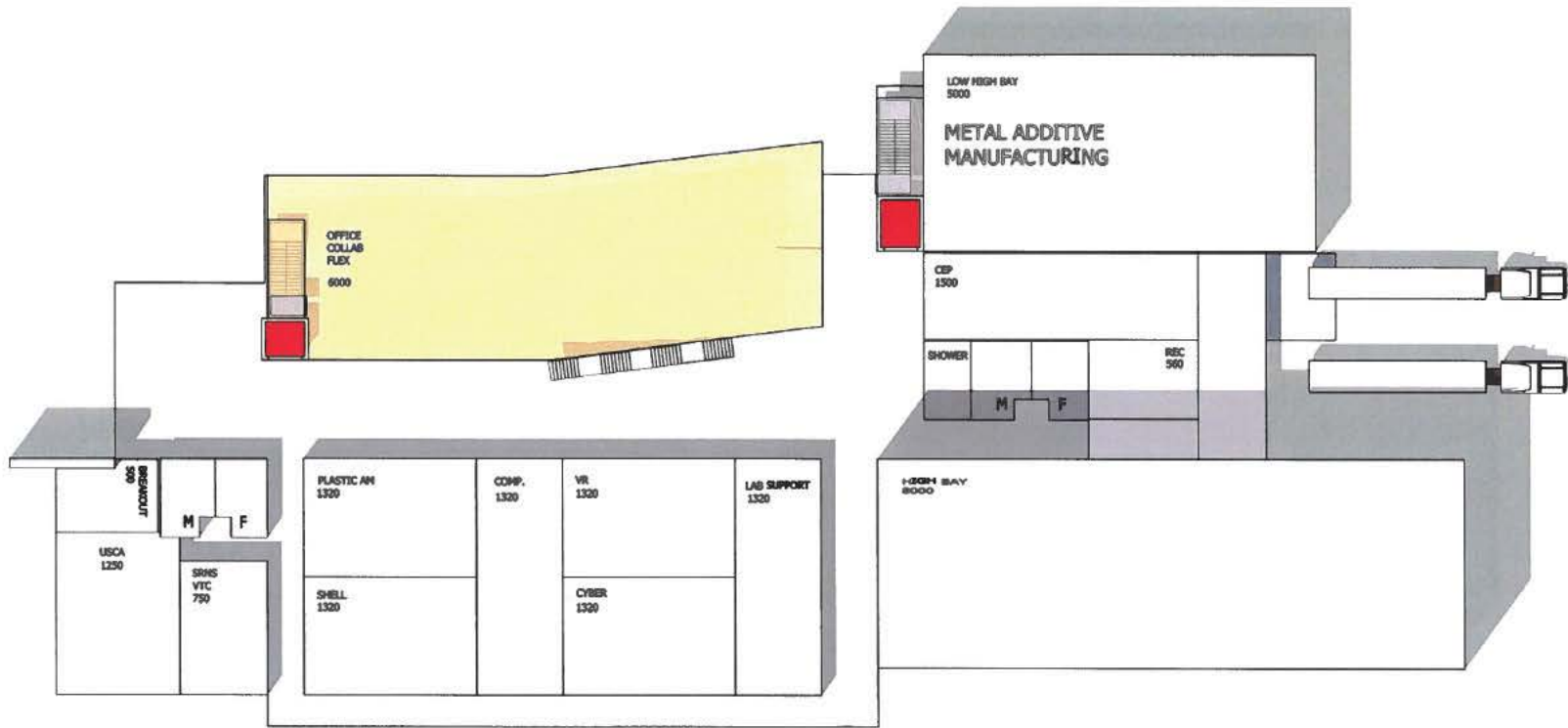
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AUGUST 19, 2016

NORTHEAST VIEW

design

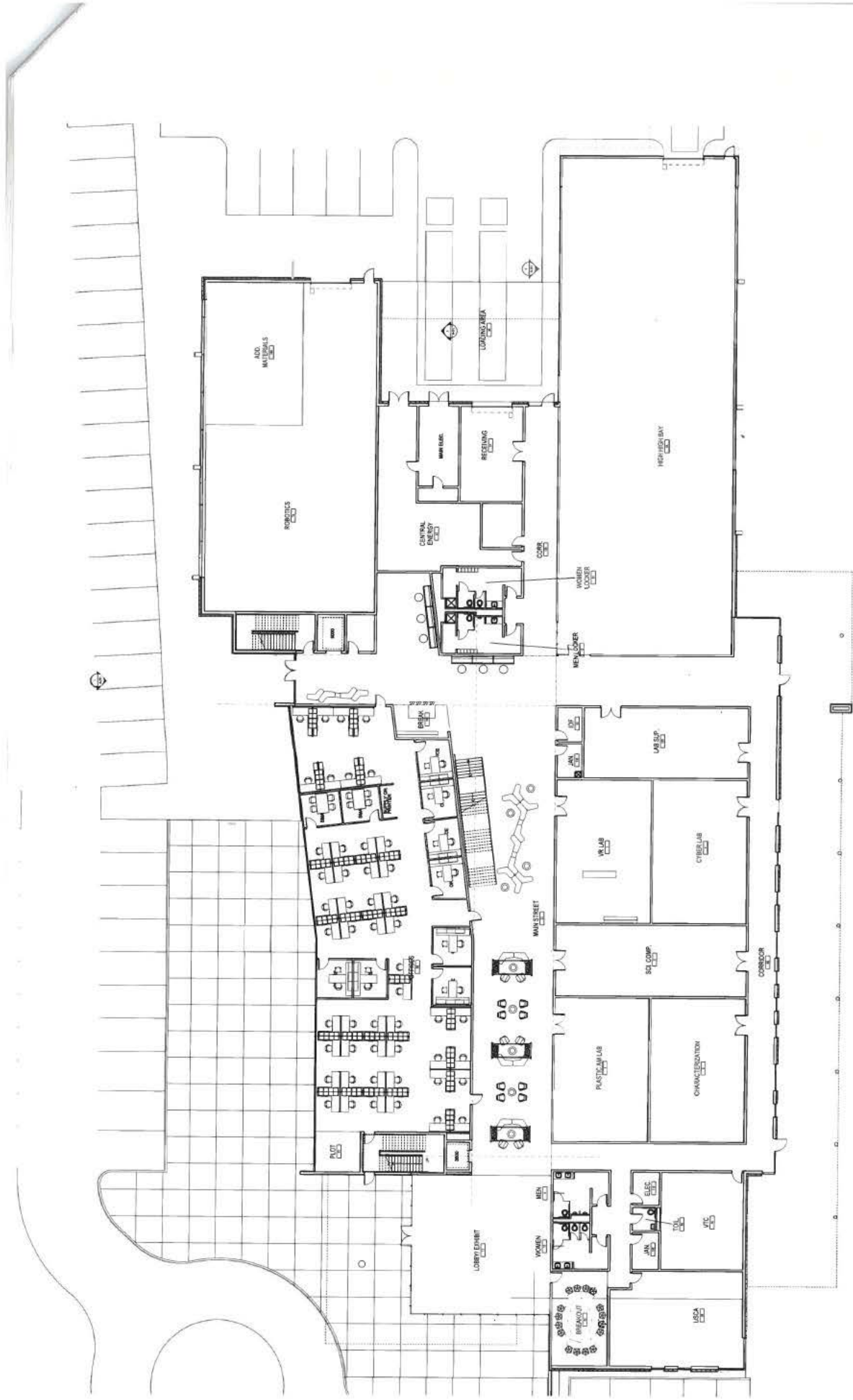
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11 MAY 2016

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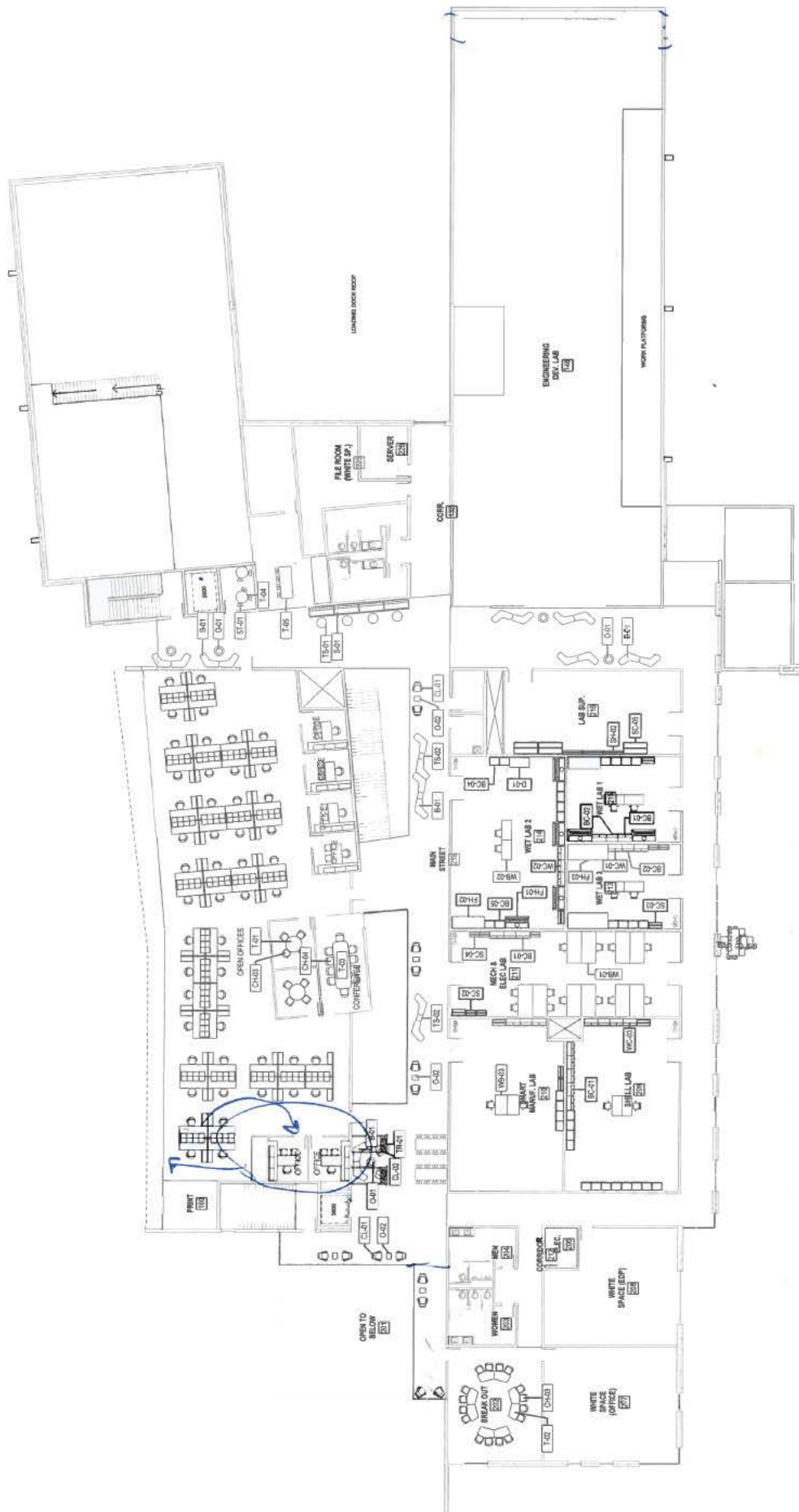
LEVEL 1 FURNITURE STUDY PLAN

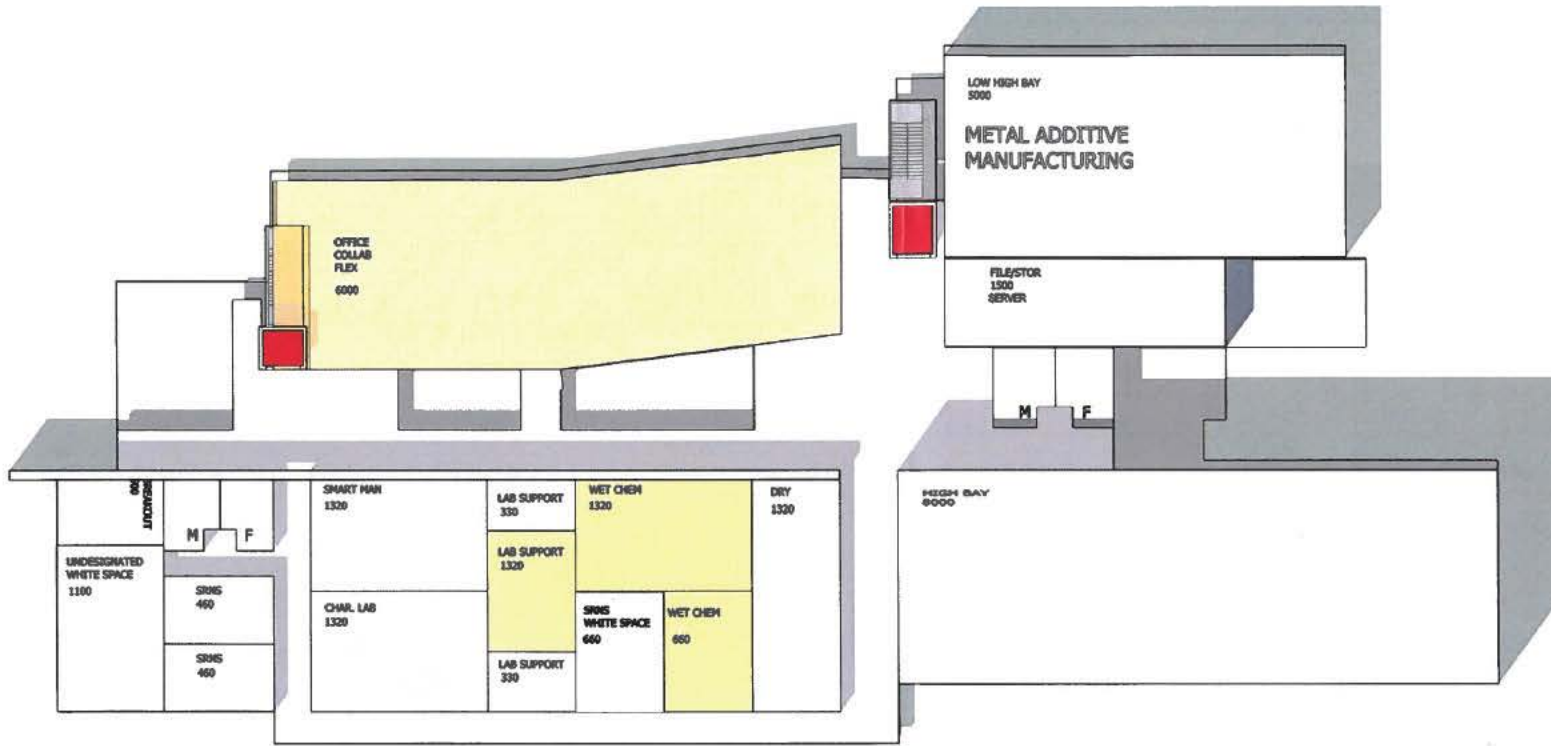
AMC AIKEN
11 MAY 2016
RELEVY design



LEVEL 1 PLAN

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LEVEL 2 PLAN

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