

**VOLUNTARY CLEANUP CONTRACT  
15-5107-RP**

**IN THE MATTER OF  
FLEXIBLE TECHNOLOGIES SITE, ABBEVILLE COUNTY  
and  
FLEXIBLE TECHNOLOGIES, INC.**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Flexible Technologies, Inc. ("Flexible"), 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 Flexible Technologies Site ("Site"). The Flexible property is located at 528 Carwellyn Road, in Abbeville, South Carolina ("Property"). The Property includes approximately 99 acres and is bounded generally by Carwellyn Road to the southeast, a CSX rail line to the west and northwest, the Burnstein Precision Casting Corporation facility to the south, and undeveloped parcels to the north and east. The Property is identified by the county of Abbeville as Tax Map Serial Number 121-00-00-115; and 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 in CERCLA, the HWMA, and in regulations promulgated under the foregoing statutes, or the Brownfields/Voluntary Cleanup Program.

- A. "Flexible" shall mean Flexible Technologies, Inc. Flexible Technologies, Inc. is a Delaware corporation with its principal place of business located at 528 Carwellyn Rd, Abbeville, South Carolina. Since August 26, 1985, Automation Industries, Inc., was authorized to do business in South Carolina and was doing business in South Carolina with the assumed name of Automation Holdings, Inc. On or around October 21, 1991, the company's

name changed to Flexible Technologies, Inc. and was acquired by Smiths Group, International Holdings plc and, to date, remains in good-standing.

- B. "Contamination" shall mean impact by a Contaminant, Hazardous Substance, or petroleum or petroleum product.
- 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, Section 101, 42 U.S.C. Section 9601(14).
- F. "Oversight Costs" means those costs, both direct and indirect, incurred by the department in implementing the voluntary cleanup program.
- G. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of Paragraph (14) of CERCLA Section 101, 42 U.S.C. Section 9601, et seq., and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- H. "Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site, which is subject to ownership, prospective

ownership, or possessory or contractual interest of Flexible.

- I. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.
- J. "Site" shall mean the Property and all areas where a Hazardous Substance, Pollutant or Contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
- K. "Voluntary Cleanup" shall mean a Response Action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760, as amended.
- L. "Work Plan" shall mean the plan for additional Response Actions to be conducted at the Site as described in Paragraph 3 of this Contract.

## **FINDINGS**

- 2. Based on the information known by or provided to the Department, the following findings are asserted by the Department for purposes of this Contract:
  - A. Prior to Flexible's purchase of the Property in 1964, the Property was used for farm land.
  - B. Shortly after the purchase, Flexible constructed the manufacturing facility in 1964. The Flexible facility now consists of administration offices, a main manufacturing facility, storage buildings with containers, a chemical shed, three empty aboveground storage tanks (ASTs), a propane AST for fueling forklifts, and associated fueling appurtenances. The facility's current operations consist of manufacturing and warehousing a variety of flexible hoses and accessories. A small building formerly located on the north side of the main plant building was used for brass plating operations in the 1960s and 1970s, and Flexible abandoned its use.
  - C. Flexible is a small quantity generator of hazardous waste due to the use of

the solvents acetone, toluene, and di-butyl ethylacetate glycol ether (DBA) in the manufacturing process of polyvinyl chloride (PVC) flexible hoses.

- D. Historically, ASTs and underground storage tanks (USTs) were utilized for the containment of various manufacturing process constituents and fuels, including; gasoline, #2 fuel oil, acetone, toluene, methyl ethyl ketone (MEK), and tetrahydrofuran. Flexible asserts that several other ASTs on the west side of the existing tank farm were removed from service in the 1980s and replaced with five USTs installed east of the existing tank farm. The five USTs were removed from service in 1989.
- E. In 1989, pursuant to Department Consent Order 89-25-SW, 21 drums of coagulant and latex and two drums of solvents, specifically acetone and tetrahydrofuran, were excavated from an area of approximately 400 square feet in size. A letter from the Department dated January 22, 1990, states No Further Action is required because analytical results showed "no Organics were detected, and only minute levels of chrome were detected." The reported concentrations of chromium were similar to background concentrations.
- F. In September 1994, a leak was discovered in an acetone line associated with an AST on the north side of the facility. The exact amount released to the environment is unknown. The leak from the acetone line was suspected to have been between 500 and 700 gallons. The initial removal action entailed excavating and properly disposing of 30 cubic yards of contaminated soil.
- G. In January 1995, soil sampling was conducted to assess the extent of the remaining contamination in the soil. Acetone was reported in all of the samples submitted for laboratory analysis, and an elevated concentration of Total Petroleum Hydrocarbons (TPH) in the diesel range was reported in one sample from the eastern portion of the excavation near the former location of an AST and the estimated release of diesel is unknown.
- H. In September 1996, an additional 941 tons of contaminated soil were excavated for off-Property treatment and proper disposal. Two of the six composite soil samples collected from stockpiled soils showed TPH diesel

detections at 110 and 790 parts per million. Three soil samples were collected from the termination depth of the excavation, approximately 18 to 19 feet below ground surface, and analyzed for TPH diesel and acetone. TPH diesel was not detected in any of the soil samples collected. Acetone, however, was detected in all three samples, ranging from 400 to 3,200 milligrams per kilogram (mg/kg).

- I. In 1996, monitoring well MW-1 was installed to assess the potential impact of the acetone and diesel fuel release to the groundwater in the vicinity of the excavation. While neither polynuclear aromatic hydrocarbons nor acetone were detected in the sample analyzed from MW-1, the following constituents were detected: benzene, chloroform, cis-1,2,-dichloroethene, tetrachloroethene (PCE), and trichloroethylene (TCE). Subsequent assessment activities focused on determining the nature and extent of the aforementioned volatile organic compounds (VOCs) in groundwater and soil.
- J. Flexible searched past facility purchasing records and interviewed knowledgeable facility personnel and while there are no records as to how much TCE was used, Flexible estimates that less than 55 gallons were used per year. A former small, garage-type brass plating shop where a "vat" of TCE was located and utilized as a cleaning agent was located on the north side of the facility about 100 feet to the south of MW-1. Flexible asserts that the plating operation was in use from the 1960s to the 1970s. The distribution of TCE concentrations in the groundwater plume and soil is consistent with the former plating shop as the suspected source of TCE contamination, based on historical location and operations.
- K. Flexible's past and present operations include the use of degreasers in primarily designated maintenance department areas (variable over time) where part washers have been/are located.
- L. In February 1998 and April 1999, Flexible's soil and groundwater assessment reports identified the general location of a source area, and further assessed the horizontal and vertical extent of VOCs in the groundwater at the Property. Additional groundwater assessment conducted

along the southern and west Property boundary line indicated that the VOC contamination was not originating off-Property.

- M. In March 2000, seven monitoring wells were installed on the Property to verify the results of the initial assessment. MW-3 and MW-3A were installed as a well pair to monitor the vertical migration of VOCs.
- N. Annual monitoring has been conducted as the only response action since 2001 as approved in the Department's letter of August 6, 2001 and response letters from the Department through 2008.
- O. In April 2012, a receptor survey conducted within a half-mile radius of the Property boundary line found eight properties with water supply wells, of which four properties had active water accounts with the City of Abbeville. Of the four not shown to have water accounts with the city, two properties are located on the half-mile radius boundary. Of the remaining two, one water supply well is in disrepair at an unoccupied residence. Flexible has been unsuccessful to date in contacting the property owner at this location. A sample was collected on June 15, 2012, from the active water supply well at the remaining location, which is located approximately 600 feet north/northwest of the Property boundary line. Lab analysis of this sample did not detect any of the Site's constituents of concern.
- P. Between July 2012 and March 2013, 20 Passive Diffusion Bag (PDB) samples and five pore water samples of the groundwater/surface water interface were collected from the two unnamed tributaries located downgradient of the Property that flow into Adams Branch. Analytical results indicated TCE concentrations exceeded the Maximum Contaminant Level (MCL) in two of the 25 samples collected. Subsequent surface water and sediment samples were collected in the two locations exceeding the MCL in addition to an upstream background location. No constituents of concern were detected in either surface water sample or sediment sample collected at the background location. Constituents of concern were detected below the Environmental Protection Agency's residential screening levels in both of the sediment samples collected in remaining two locations. Only one of the

two respective surface water samples had a constituent detection but it was below the MCL.

- Q. The Revised Environmental Assessment Work Plan received by the Department on June 4, 2012, addressing the March 19, 2012 comments from the Department and all subsequent assessment activities and reports have been conducted in good faith by Flexible pending negotiation of this Contract and written approval by the Department.
- R. Various assessments have been conducted at the Property, under Department oversight, by Flexible and are listed in Appendix B of this Contract.
- S. On May 31, 2012, the Department invited Flexible to enter the Department's Voluntary Cleanup Program in order to reach a CERCLA-quality Response Action at the Site and, on June 20, 2012, Flexible agreed to enter the Voluntary Cleanup Program.
- T. A technical scoping meeting between the Department, Flexible, and Flexible's contractor was held on January 9, 2014, to discuss the possible data gaps remaining at the Site. Flexible provided topical discussions of the scoping meeting in its February 27, 2014 letter. Generally, the identified data gaps include the following:
- 1) Determining if the former drum burial area is a possible contributing source to Contamination at the Site;
  - 2) Determining if groundwater in the vicinity of the former plating shop has been impacted by metals;
  - 3) Future annual sampling events to include the analysis of select indicator parameters for monitored natural attenuation, such parameters to be determined based on results from ongoing monitoring;
  - 4) Providing a fracture trace analysis to identify natural linear features for the area surrounding the Site;
  - 5) Contacting Duke Energy to determine if polychlorinated biphenyls (PCBs) were historically used at the substation on-Property;

and

- 6) Confirming the use of a private well identified in the 2012 receptor survey is used for irrigation only.
- U. Flexible agrees to provide the necessary information and/or additional investigation if so requested by the Department in order to obtain a CERCLA-quality Response Action.
- V. As of November 30, 2014, the Department has incurred eleven thousand, seven hundred ninety-eight dollars and ninety-seven cents (\$11,798.97) in Past Costs at the Site. The Department is aware that additional costs have been incurred and that this figure is based on information available to the Department and reserves its right to amend, change and/or update the figure.

### **RESPONSE ACTIONS**

3. The Department will provide comments and/or approval of the Revised Environmental Assessment Work Plan dated May 2012, the Revised Sampling and Analysis Plan dated April 2012, and the 2013 Annual Monitoring Report, which includes results of pore water, surface water, and sediment sampling as prescribed in the Revised Environmental Assessment Work Plan, as well as recommendations for future sampling. Flexible 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 addresses the identified data gaps set forth in paragraph 2(T) above. The Work Plan will be 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 Flexible's contact person for matters relating to this Contract. Flexible will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify Flexible in writing of any deficiencies in the Work Plan, and Flexible 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 further assessment to address identified data gaps as set forth in Paragraph 2(T) to determine the source(s), nature and extent of Contamination.
  - B. Submit to the Department a Remedial Investigation (RI) 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 RI Report shall include a summary of past investigations of the Site. The Department shall review the RI Report for determination of completion of the RI and sufficiency of the documentation. If the Department determines that the field investigation is not complete, it will send written notification of such to Flexible, and Flexible shall subsequently conduct additional field investigation to further determine the source, nature, and extent of Contamination. If the Department determines that the field investigation is complete but the report is incomplete, the Department shall send to Flexible a letter indicating that revision of the report is necessary. Within 30 days of receipt of such letter from the Department, Flexible shall submit a revised report addressing the Department's comments.
  - C. If determined necessary by the Department, conduct a Focused Feasibility Study or other evaluation of remedial and/or removal alternatives for addressing Contamination at the Site.
4. Flexible 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 for information purposes only to the Department. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Flexible.
5. Flexible 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 Flexible pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, Flexible 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. At any time, Flexible may make a written request to reduce the progress reporting frequency and the progress reporting frequency may be modified in the future as determined appropriate by the Department.

7. All correspondence which may be or is required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if delivered by (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, (C) or nationally recognized overnight delivery service company, or (D) by 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: Lauran Ortman  
South Carolina Department Health & Environmental Control  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, SC 29201  
Email: ortmanlm@dhec.sc.gov

Flexible: Jeanine Crowder  
Flexible Technologies, Inc.  
528 Carwellyn Road  
Abbeville, SC 29620

Email: [jeanine.crowder@flexibletechnologies.com](mailto:jeanine.crowder@flexibletechnologies.com)

All final work plans and reports shall include one paper copy and one electronic copy on compact disk.

### **PUBLIC PARTICIPATION**

8. Upon execution of this Contract, 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. Flexible will pay costs associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

### **RESPONSE COSTS**

9. Flexible shall, within thirty (30) days of the execution date of this Contract, pay to the Department by certified or cashier's check the sum of ten thousand, five hundred seventy-one dollars and seventy-five cents (\$10,571.75) to partially reimburse past costs incurred by the Department through November 30, 2014 ("Past Costs") relating to the Site. Flexible's payment for Past Costs should be submitted to:

The Department:        John K. Cresswell  
                                  South Carolina Department of Health & Environmental Control  
                                  Bureau of Land and Waste Management  
                                  2600 Bull Street  
                                  Columbia, SC 29201

In accordance with §§ 44-56-200 and 44-56-740, Flexible shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract, that are not inconsistent with the National Contingency Plan, U.S. Code of Regulations, 40 C.F.R. § 300, and that are occurring after November 30, 2014. 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:

Flexible:                   Jeanine Crowder  
Flexible Technologies, Inc.  
528 Carwellyn Road  
Abbeville, SC 29620

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

**The South Carolina Department of Health & Environmental Control**

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

**ACCESS**

10. The Department, its authorized officers, employees, representatives, and all other persons performing Response Actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). Flexible 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 Flexible is unable to obtain access from any property owner, the Department may obtain access and perform Response Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by Flexible.

**RESTRICTIVE COVENANT**

11. If hazardous substances in excess of residential standards exist at the Property after Flexible has completed the actions required under this Contract, Flexible shall enter 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 Flexible and witnessed, signed, and sealed by a notary public. Flexible shall file this restrictive covenant with the Register of Mesne Conveyance or equivalent office in Abbeville 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 Flexible or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Flexible or subsequent owners of the Property shall file an annual report with the Department by May 31<sup>st</sup> of each year detailing the current land uses and compliance with the restrictive covenants for as long as the restrictive covenant remains in effect on the Property. The report must be submitted in a manner prescribed by the Department.

### **OBLIGATIONS AND BENEFITS**

12. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation not a signatory of this Contract or a signatory's parent, successor, assign, or subsidiary.

13. 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 Flexible for any matters not expressly included in this Contract.

15. Upon successful completion of the terms of this Contract and the approved Work Plan as referenced in Paragraph 3 above, Flexible shall submit to the Department a written notice of completion.

Once the Department determines that Flexible 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 Flexible a Certificate of Completion that provides a covenant not to sue to Flexible, its signatories, parents, successors, and subsidiaries, for the work done in completing the Response Actions specifically covered in the Contract and completed in accordance with the approved work plans and reports. The covenant not to sue is contingent upon the Department's determination that Flexible successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, Flexible, their signatories, parents, successors, assigns, and subsidiaries 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. Flexible 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 Flexible elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site does not pose a hazard to human health

or the environment that did not exist prior to any initial Response Action addressing Contamination identified in this Contract.

17. The Department may terminate this Contract only for cause, which may include but is not limited to, the following:

- A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract;
- B. Failure to complete the terms of this Contract or the Work Plan;
- C. Failure to submit timely payments for Past Costs and/or for Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by Flexible, its parents, successors, assigns, and subsidiaries;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in Flexible's or its parent's, successor's, assign's, and subsidiaries' 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 Flexible to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

18. Upon termination of the Contract, the covenant not to sue will be null and void. Termination of this Contract by Flexible or the Department does not end the obligations of Flexible to pay 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.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH  
AND ENVIRONMENTAL CONTROL**

BY: *Daphne G. Neel*  
Daphne G. Neel, Chief  
Bureau of Land and Waste Management  
Environmental Quality Control

DATE: 5/6/15

*2012*

*Clair H. Pomeroy*  
Reviewed by Office of General Counsel

DATE: 5/4/15

**FLEXIBLE TECHNOLOGIES, INC.**

*Robert M. Speer*  
Robert M Speer  
Vice President, Finance Signature

DATE: 4-24-2015

Robert M. Speer  
Printed Name and Title VP-FINANCE



## APPENDIX A

### Legal Description of the Property

County of Abbeville  
Tax Map Serial Number 121-00-00-115

All that certain piece, parcel and tract of land, situate, lying and being partly within and near the City of Abbeville, Abbeville County, South Carolina, fronting on the Northwestern side of South Carolina State Highway No. S-271, containing ninety nine and twenty one hundredths (99.21) acres, more or less, and being more particularly described as Tract Nos. 1, 2 and 3 on a plat thereof entitled "Property of Abbeville County Development Board", made by Davis & Floyd Engineers, Inc., dated November 9, 1962, and revised December 13, 1962, which plat is recorded in the office of the Clerk of Court for Abbeville County in Plat Book 12 at page 286. Tract No. 1, as described on said plat containing Ten and ninety nine hundredths (10.99) acres; Tract No. 2, as described on said plat containing Seventy Six and twelve hundredths (76.12) acres; and Tract No. 3, as described on said plat, containing Twelve and ten one hundredths (12.10) acres. The said Ninety Nine and twenty one hundredths (99.21) acre tract of land is bounded as follows: Bounded on the North by lands of Addison B. Carwile and Addison B. Carwile, Jr.; bounded on the East by lands of Addison B. Carwile; bounded on the Southeast and South by South Carolina State Highway No. S-271, by lands of Addison B. Carwile, by lands of Abbeville County, and by lands of The Hale Manufacturing Company; bounded on the West by South Carolina State Highway No. 28-By-Pass, and by lands of Addison B. Carwile; and bounded on the Northwest by the center line of the Main Track Bed of the Seaboard Airline Railway Company.

## APPENDIX B

### Flexible's Environmental Reports<sup>1</sup>

Approved	Submitted	Environmental Reports
05/16/95	03/22/95	Soil Contamination Assessment Report
05/19/98	12/19/96	Monitoring Well Installation and Groundwater Sampling Report
08/18/98	07/98	Initial Soil and Ground Water Assessment Work Plan
01/05/99	11/12/98	Summary of Phase I Task 1 Field Activities
11/03/99	06/16/99	Summary of Phase I Task 2 Field Activities
01/08/01	12/13/00	Summary of Phase II Field Activities
	03/2010	Sampling and Analysis Plan; DHEC provided comments to submission on March 19, 2012
	03/2010	Environmental Assessment Work Plan; DHEC provided comments to submission on March 19, 2012
	04/11/12	Receptor Survey
	04/2012	Sampling and Analysis Plan (revised from 03/2010)
	05/2012	Environmental Assessment Work Plan (revised from 03/2010)
	07/19/12	Sampling Report
	02/20/13	Supply Well and Diffusion Sampling Results
	07/15/13	2013 Annual Monitoring Report (includes pore water, surface water, and sediment sampling results)

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<sup>1</sup> Yearly Groundwater Monitoring Results have been submitted to the Department by Flexible since 08/06/01 through 05/2012.