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**VOLUNTARY CLEANUP CONTRACT  
13-4762-RP**

**IN THE MATTER OF  
DELAVAN INCORPORATED SITE, BAMBERG COUNTY  
and  
DELAVAN SPRAY, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Delavan Spray, LLC, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. §§ 44-56-10 to 850, as amended, with respect to the Delavan Incorporated facility located at 4334 Main Highway in Bamberg, South Carolina ("Property").

**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. "Delavan Spray" shall mean Delavan Spray, LLC. On April 25, 2002, Delavan Spray was incorporated as a Delaware limited liability company and authorized to do business in the State of South Carolina on February 26, 2013. Delavan Spray's principal place of business is located at 4334 Main Highway, Bamberg, South Carolina 29003; and Delavan Spray has operated as Delavan Spray Technologies and operated as Goodrich Corporation's Delavan Spray Technologies Division.
- B. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- C. "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.

- D. "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 (i) through (vi) of Paragraph (D) of CERCLA § 101, 42 U.S.C. §§ 9601, as amended, and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- E. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA, §101, 42 U.S.C. § 9601(14).
- F. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.
- G. "Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site owned by Delavan Spray. The Property is located at 4334 Main Highway in Bamberg, South Carolina. The Property includes approximately 20 acres and is on the northern side of Main Highway in The City of Bamberg. The Property is identified by The County of Bamberg as Tax Map Serial Number 0072-08-01-001.

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

### FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted, but are not admissions by the Department or Delavan Spray, for purposes of this Contract:

Date	Ow/Op	Property Owner/Operator	Description
05/22/02	Ow/Op	Delavan Spray, LLC, a Delaware limited liability company	Manufactured fuel metering equipment and spray nozzles.
03/1969	Ow/Op	Delavan, Inc., f/k/a Delavan Corporation, an Iowa corporation	Manufactured fuel metering equipment and spray nozzles. Facility manufacturing building constructed in 1984.
Pre-03/1969			Undeveloped

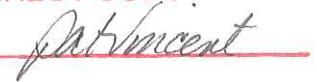
- A. Since approximately 1970, the facility operators have manufactured fuel metering equipment and spray nozzles at the Property.
- B. Delavan Corporation, an Iowa corporation, owned the Property from March 1969 until May 2002. On February 21, 1984, Delavan Corporation changed its name to Delavan, Inc.

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- C. On April 25, 2002, Delavan Spray was incorporated as a Delaware limited liability company. On May 22, 2002, Delavan Spray purchased the Property from Delavan, Inc. During its ownership and operations, Delavan Spray has done business as Delavan Spray Technologies.
- D. On or around July 24, 2012, United Technologies Corporation acquired Goodrich Corporation. As part of the sale, Delavan Spray remained a wholly-owned subsidiary of Goodrich Corporation. While Goodrich Corporation became a wholly-owned subsidiary of United Technologies Corporation.
- E. Surrounding properties to the northwest and west across the tributary of Halfmoon Branch consist of the Bamberg Public Owned Treatment Works (POTW) facilities and its spray fields. Properties to the northeast across Log Branch Road consist of residential properties and The County of Bamberg Senior Center. Properties to the east across Main Highway include Jeff's Auto Body and a sparse residential area. Properties to the south and across Main Highway are undeveloped and used for agricultural purposes. Properties to the southwest consist of a sparse residential area, a junk yard, and a machinery shop.
- F. The Property contains an approximate 50,000 square-foot manufacturing building, a storage warehouse, a hazardous waste storage building, above-ground storage tank containment areas, a wastewater pre-treatment plant building, and two shop buildings.
- G. In 2002, Delavan Spray began environmental assessment activities at the Property with the Department's Bureau of Water's oversight. Results of the assessment activities have indicated the presence of hazardous volatile organic compounds (VOCs) in the soil and groundwater at the Property including, but not limited to: tetrachloroethene, trichloroethene, cis-1,2-dichloroethene, 1,1-dichloroethene, and vinyl chloride.

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- H. In March 2005, Delavan Spray began Hydrogen Release Compound (HRC) injection into the groundwater to facilitate groundwater remediation pursuant to Underground Injection Control (UIC) permit No. 816 issued by the Department. Results of post-injection monitoring indicate that the injection was successful in reducing Contaminants in the groundwater. However, Contamination remains in the groundwater at levels exceeding the Maximum Contaminant Levels (MCLs).
- I. Between 2008 and 2012, multiple groundwater assessments were conducted to further assess the Contamination and to create a Site conceptual model.
- J. During these assessments, groundwater Contamination believed, based on available data, to be associated with the Property has been found off-Property in two areas. Trace amounts of VOCs were found in a private well northeast of the Property in 2007. This well, with the approval of the owner, was abandoned and the residence was connected to the municipal water line. In 2008, a newly installed private well was also found to be contaminated with VOCs to the southwest of the Property. This well has been abandoned and the well owner has connected to municipal water.
- K. A receptor survey was conducted in 2010 and Delavan Spray sampled seven private wells about one-half mile southwest of the Property. VOCs were detected in three of the wells; one exceeding the MCLs. Delavan Spray provided bottled water and the Granulated Activated Carbon units for all seven wells. Further, groundwater assessment was conducted by Delavan Spray in 2011 in the area between the Property boundary line and the area where three private residences have impacted private wells. This assessment concluded that it does not appear, based on available data, the Contamination is emanating from the Property. Consequently, the Department assumed maintenance of the GAC filters in 2012 while conducting a



Source Investigation.

- L. Various assessments have been conducted by Delavan Spray at the Property, and the resulting reports are listed in Appendix B.
- M. As of December 1, 2012, the Department has incurred approximately Eight Thousand Nine Hundred Ninety-two Dollars and Seven Cents (\$8,992.07) in past costs of response 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 if additional information becomes available to the Department.
- N. On May 18, 2012, the Department invited Delavan Spray to enter the Department's Voluntary Cleanup Program (VCP) in order to reach a CERCLA-quality cleanup at the Site and; on June 11, 2012, Delavan Spray voluntarily agreed to enter the VCP, subject to negotiation of a mutually-acceptable voluntary cleanup contract.
- O. Delavan Spray 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.

### RESPONSE ACTIONS

3. Delavan Spray 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 to address the soil and groundwater Contamination for the Site that is consistent with the technical intent of the National Contingency Plan. The Work Plan shall be implemented upon written approval from the Department. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and Delavan Spray's contact person for matters relating to this Contract. Delavan Spray will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify Delavan Spray in writing of any deficiencies in the Work Plan, and Delavan Spray will respond in writing within thirty (30) days to the Department's comments. The Work Plan and all associated

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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 a Remedial Investigation (RI) to determine the source, nature, and delineate the extent of Contamination at the Site. A monitoring schedule should also be followed until implementation of the chosen remedy.
- B. Submit to the Department an 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 RI Work Plan. The Department shall review the report for determination of completeness 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 Delavan Spray, and Delavan Spray shall subsequently conduct additional field investigation to further determine the source, nature, and extent of the Contamination. If the Department determines that the field investigation is complete but the report is incomplete, the Department shall send to Delavan Spray a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from the Department, Delavan Spray shall submit a revised report addressing the Department's comments.
- C. If determined necessary by the Department, conduct a Feasibility Study to evaluate remedial alternatives for addressing Contamination at the Site.

4. Delavan Spray 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

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may result from implementation of the Health and Safety Plan by Delavan Spray.

5. Except in an emergency situation, Delavan Spray 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 Delavan Spray pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a month thereafter, Delavan Spray shall submit to the Department a written progress report that must include the following: (A) actions taken under this Contract during the previous reporting period; (B) actions scheduled to be taken in the next reporting period; (C) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (D) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

7. All correspondence which may or are 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, or (C) 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: Addie Walker, Project Manager  
South Carolina Department Health & Environmental Control  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201  
Email: [walkersa@dhec.sc.gov](mailto:walkersa@dhec.sc.gov)

*Pat Vincent*

Delavan Spray: William Penn, Senior Project Manager  
United Technologies Corporation  
One Financial Plaza, MS 503  
Hartford, CT 06101  
Email: William.penn@utc.com

All final work plans and reports shall include three (3) paper copies and one (1) 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. Delavan Spray will pay costs of response associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

### **COSTS OF RESPONSE**

9. Delavan Spray 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 Eight Thousand Nine Hundred Ninety-two Dollars and Seven Cents (\$8,992.07) to reimburse estimated past costs of response incurred by the Department through December 1, 2012 ("Past Costs") relating to the Site. Delavan Spray's payment for Past Costs should be submitted to:

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 S.C. Code Ann. §§ 44-56-200 and 44-56-740, Delavan Spray shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract occurring after December 1, 2012. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Contract,

*William Penn*

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, activity conducted, amount of time spent on the project for each person, expenses, and other specific costs. Invoices shall be submitted to:

William Penn, Senior Project Manager  
United Technologies Corporation  
One Financial Plaza, MS 503  
Hartford, CT 06101

All of Delavan Spray'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 of response 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 Property 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). All of the Department's costs associated with access and said Response Actions will be reimbursed by Delavan Spray. Delavan Spray 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. If Delavan Spray is unable to obtain access from the Property owner, the Department may obtain access and perform response activities and all of the Department's costs associated with access and said Response Actions will be reimbursed by Delavan Spray.

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### RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Delavan Spray has completed the actions required under this Contract, Delavan Spray shall record an appropriate restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of Delavan Spray and, if the Property is not owned by the Delavan Spray, the current owner of the Property, and witnessed, signed, and sealed by a notary public. Delavan Spray shall file this restrictive covenant with the Register of Mesne Conveyance or Deeds in the county in which the Property is located. 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 Delavan Spray or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Delavan Spray 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. Upon execution of this Contract by the Department, Delavan Spray, its signatories, parents, subsidiaries, successors and assigns, shall be deemed to have resolved its liability to the State in an administrative settlement for purposes of, and to the extent authorized under 42 U.S.C. § 9613(f)(2) and § 9613(f)((3)(B), S.C. Code Ann. § 44-56-200 (2002), for the Response Actions specifically covered in the Contract including the approved Work Plan(s) and reports. A thirty-(30)-day comment period shall be required prior to the Department's execution of the Contract, and shall commence upon publication of the notice of the proposed Contract in the South Carolina State Register.

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13. 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.

14. Subject to Paragraph 16, 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.

15. Subject to the provisions of Paragraph 16, 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 Delavan Spray for any matters not expressly included in this Contract.

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

Once the Department determines that Delavan Spray has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. § 44-56-740(A)(5) and (B)(1), shall issue Delavan Spray a Certificate of Completion that provides a covenant not to sue to Delavan Spray, its signatories, parents, successors, and subsidiaries, for the work done in completing the Response Actions specifically covered in this Contract and completed in accordance with the approved work plans and reports. The covenant not to sue and administrative settlement for purposes of contribution protection are contingent upon the Department's determination that Delavan Spray successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, Delavan Spray, its 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

SIGNATURE *Pat Vincent*

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.

17. Delavan Spray 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 Delavan Spray or subsequent owners of the Property 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.

18. 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 Delavan Spray, 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 Delavan Spray or its parents, successors, assigns, and subsidiaries business activities on the Property or use of the Property that is inconsistent with the terms and conditions of this Contract; or

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G. Failure by Delavan Spray to obtain the applicable permits from the Department for any Response Actions or other activities undertaken at the Property.

19. Upon termination of the Contract under Paragraph 17 or 18, the covenant not to sue and administrative settlement for purposes of contribution protection shall be null and void. Termination of the Contract by Delavan Spray or the Department does not end the obligations to pay Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.

20. The parties to this Contract agree that this Contract governs Delavan Spray's liability to the Department for civil sanctions arising from the matters set forth herein and constitutes the entire agreement between the Department and Delavan Spray with respect to this Contract. The parties are not relying upon any representations, promises, understandings or agreements except as expressly set forth in this Contract.

21. The signatories below hereby represent that they are authorized to and 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: *July 3, 2013*

*Clair W. Price*  
Reviewed by Office of General Counsel

DATE: *July 1, 2013*

THIS IS CERTIFIED AS A TRUE  
AND CORRECT COPY

DELAVAN SPRAY, LLC

SIGNATURE pat Vincent

Steve Croke  
Steve Croke, ~~President~~ Manager

DATE: 5/2/13

Attorney for Delavan: R. Steven DeGeorge, Esq.  
Robinson Bradshaw & Hinson  
101 North Tryon Street, Suite 1900  
Charlotte, NC 28246

THIS IS CERTIFIED AS A TRUE  
AND CORRECT COPY

SIGNATURE

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## APPENDIX A

### Legal Description of the Property

County of Bamberg

Tax Map Serial Number 0072-08-01-001

All that certain tract of land situate in the county of Bamberg, State of South Carolina, containing 14.6 acres, according to plat thereof made by H. E. Dowling, Surveyor, on December 7, 1961, and having the following boundaries and measurements, to wit: on the Northeast by lands formerly of the Estate of Ethel Black, now of Edisto Storage, Inc., and measuring thereon 782.6 feet; on the Southeast by right of way of old Half Moon Branch Road and measuring thereon 782.6 feet; on the Southwest by lands of Dorothy G. Guess and measuring thereon 782.6 feet; and on the Northwest by lands formerly of the Estate of Ethel Black, now Edisto Storage, Inc., and measuring thereon 782.6 feet. All of which will be more fully shown by reference to plat which is recorded in the office of the Clerk of Court for Bamberg County, South Carolina, in Book 3, Page 125. Said property is the same as that conveyed to Ligon O. Hutto by deed of Henry S. Millimon dated Dec. 27, 1965, and recorded in the office of the Clerk of Court for Bamberg County in Book 18, at Page 364.

All that certain parcel or tract of land situate just south of the town of Bamberg, in the county of Bamberg, State of South Carolina, containing 4.75 acres, more or less, and being bounded as follows, to wit: On the Northeast by lands of Esau Toomer, of J. A. Whetstone, and J. S. Ayer; on the Southeast by right of way of U. S. Highway 301; on the Southwest by lands of H. J. Stuckoy and by cemetery lot; and on the Northwest by cemetery lot and by right of way of Old Half Moon Road. All of which will be more fully shown by reference to plat thereof made by H. E. Dowling, Surveyor, on July 25, 1962.

All that certain parcel of land, being triangular in shape and situate near the northern city limits of the town of Bamberg in Bamberg County, South Carolina, and having the following boundaries and measurements, to wit: on the Northeast by property of Cassie F. Wolfe, et al, and by cemetery lot and measuring thereon 365.39 feet; on the Southeast by right of way of U.S. Highway 301 and measuring thereon 549.6 feet; and on the Northwest by right of way of Old Half Moon Branch Road and measuring thereon 331.4 feet. All of which will be more fully shown by reference to plat of same made by H. E. Dowling, Surveyor, on May 2, 1966.

The above described premises were heretofore conveyed to Hart Equipment Company by deeds recorded in Book 20 of Deeds in the office of the Clerk of Court of Bamberg County, South Carolina, at Pages 441, 443 and 444.

SIGNATURE *J. Vincent*

APPENDIX B

Environmental Reports Provided by Facility Operators

<u>Name of Report</u>	<u>Report Date</u>	<u>Prepared By</u>
Monitoring Well Information	February 14, 2003	Hart & Hickman
Assessment Work Plan	April 29, 2003	Hart & Hickman
Monitoring Well Information	July 10, 2003	Hart & Hickman
Ground Water Assessment Report	August 29, 2003	Hart & Hickman
Ground Water Assessment Work Plan	October 13, 2003	Hart & Hickman
Ground Water Assessment Report	March 15, 2004	Hart & Hickman
Ground Water Assessment Report	July 7, 2004	Hart & Hickman
Work Plan for Remedial Activities	August 11, 2004	Hart & Hickman
Report of HRC Injection and Pre- and Post-Injection Ground Water Monitoring	January 31, 2006	Hart & Hickman
Ground Water Monitoring Report	February 6, 2006	Hart & Hickman
Ground Water Monitoring Report 1 <sup>st</sup> Half 2006	October 10, 2006	Hart & Hickman
Ground Water Monitoring Report	January 30, 2007	Hart & Hickman
Additional Assessment Work Plan	July 17, 2007	Hart & Hickman
Additional Assessment Work Plan Revision 1	October 17, 2007	Hart & Hickman
Ground Water Assessment Report	June 13, 2008	Hart & Hickman
Additional Ground Water Assessment Work Plan	February 16, 2009	Hart & Hickman
Additional Groundwater Assessment and Semi-Annual Monitoring Report	January 15, 2010	Hart & Hickman
Semi-Annual Groundwater Monitoring Report	June 28, 2010	Hart & Hickman
Additional Groundwater Assessment Work Plan	January 28, 2011	Hart & Hickman
Additional Groundwater Assessment and Semi-Annual Monitoring Report	September 6, 2011	Hart & Hickman
Semi-Annual Groundwater Monitoring Report	March 9, 2012	Hart & Hickman
Additional Groundwater Assessment Work Plan	March 9, 2012	Hart & Hickman
Additional Groundwater Assessment and Semi-Annual Monitoring Report	June 11, 2012	Hart & Hickman
Temporary Monitoring Well Permit Request and Brief Work Plan	August 21, 2012	Hart & Hickman
Supplemental Site Assessment Report	December 5, 2012	Hart & Hickman