

THIS IS CERTIFIED AS A TRUE  
AND CORRECT COPY

SIGNATURE

*David Wilkin*

**VOLUNTARY CLEANUP CONTRACT  
16-5583-RP**

**IN THE MATTER OF  
POLYONE INC. SITE, WILLIAMSBURG COUNTY  
and  
FIRESTONE BUILDING PRODUCTS COMPANY, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Firestone Building Products Company, LLC, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200, with respect to the facility known as the PolyOne Inc. Site ("Site"). The former PolyOne Inc. facility is located at 1457 Eastland Avenue, Kingstree, South Carolina ("Property"). The Property includes approximately 60.0 acres and is bounded generally by CSX Railroad and Highway 52 on the west; Eastland Avenue on the east; industrial property and Dennis Avenue on the south; and industrial property and County Camp Road on the north. The Property is identified by the County of Williamsburg as Tax Map Serial Numbers 18-47-001 and 18-47-039. 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. "Firestone" shall mean Firestone Building Products Company, LLC. Firestone Building Products Company, LLC is an Indiana Limited Liability Company with its principal place of business located at 250 West 96<sup>th</sup> Street, Indianapolis, Indiana, 46260. It is a fully owned subsidiary of Bridgestone Americas, Inc.
  - B. "Contamination" shall mean impact by a Contaminant, Hazardous

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Substance, 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 § 101, 42 U.S.C. § 9601(14).
- F. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- G. "Petroleum" and "Petroleum Product" shall mean crude oil or any fraction of crude oil, which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds for each square inch absolute), including any liquid, which consists of a blend of petroleum and alcohol and which is intended for use



- as a motor fuel.
- 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 Firestone.
  - 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 all areas where a Hazardous Substance, Petroleum, Petroleum Product, Pollutant or Contaminant has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
  - 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 to 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 for purposes of this Contract:

A. Summary of Property ownership history:

	<u>Date</u>	<u>Owner</u>	<u>Operated As</u>
i.	≤ 1972	Williamsburg County	Vacant Land
ii.	1972	Colonial Rubber Works, Inc.	Colonial Rubber Works, Inc. (CRW)
iii.	1974-1975	Dayco, Inc.	CRW

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- iv. 1981-1982 Dayco International, Inc. CRW
- v. 1987 M.A. Hanna CRW until 1994 when name was changed to M.A. Hanna Rubber Compounds (MAHR)
- vi. 1994 CRW subdivided Property into two parcels. Bridgestone Firestone, Inc. purchases TMS 18-47-039 ("North Parcel") and begins operations on that parcel.
- vii. 1998 MAHR successor by merger with CRW
- viii. 2000 MAHR merger with PolyOne Corporation
- ix. 2001 BFS Diversified Products, LLC purchases North Parcel and begins operations on that parcel.
- x. 2005 BFS Diversified Products, LLC purchases TMS 18-47-001 ("South Parcel").
- xi. 2013 Firestone Building Products Company, LLC purchases the Property.

B. From the 1970s to 2011, the Property was used by the previous owners/operators and more recently by Firestone as a warehousing facility and manufacturing facility to produce ethylene propylene diene monomer (EPDM), asphalt and metal roofing systems, rubber roofing materials, polyiso insulation, and accessories for the commercial roofing industry. The Property currently has no ongoing operations and is vacant.

C. According to a Phase III Soil and Groundwater Quality Report (June 5, 1992), in 1992 Environmental Technology Engineering, Inc. (ETE) tested soil and groundwater quality around a former septic tank tile drain field. The Phase III results found soil and groundwater conditions downgradient to be "normal" as compared

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- with upgradient samples. The associated piping, and surrounding soils were removed and disposed of.
- D. According to a Revised Draft of Groundwater and Soil Investigations, Sewer Cleaning and Soil Excavations Letter Report (November 16, 1994), in 1994 Conestoga-Rovers & Associates (CRA) collected soil and groundwater samples throughout the North Parcel and detected petroleum constituents and metals. As a result, certain areas of surface staining were excavated and disposed of off-site.
- E. According to the *Final Limited Site Characterization Report*, dated March 18, 2002, CH2M Hill completed a Limited Site Characterization (LSC) for PolyOne Corporation in 2001. The LSC identified eleven (11) Potential Areas of Concern (PAOCs) on the Property and the following Chemicals of Potential Concern (COPCs) at the Site, including:
- i. Antimony, benzene, bis(2-ethylhexyl)phthalate, and n-nitrosodiphenylamine in surface soil and subsurface soil.
  - ii. Oil and grease were detected in 13 of 30 surface soil samples. Neither EPA nor the Department provides screening criteria for oil and grease. Soil containing the highest levels of oil and grease was excavated and disposed of offsite during the site remediation/closure in 2001/2002.
  - iii. Diesel-range Total Petroleum Hydrocarbons were detected in surface soil samples from a soil pile that was removed from the site for offsite disposal during the site remediation/closure in 2001/2002.
  - iv. No COPCs were identified in groundwater.
- F. According to a Facility Project Completion Report (Cleaning and Remediation Activities) prepared by CH2M Hill (May 2002), from November 2001 through April 2002, CH2M Hill conducted plant cleaning and remediation activities in the following sixteen (16)

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areas later identified by S&ME as Areas of Concern (AOCs) and discussed in Paragraph 2J below:

- i. Clay Unloading System Area;
- ii. Sanitary Sewer Line area;
- iii. Railroad Track-Pan System area;
- iv. Carbon Black System area;
- v. Bulk Oil Storage Facility;
- vi. Wastewater Pre-Treatment Plant;
- vii. Contaminated Soil Stockpile;
- viii. North and South Discharge Ditch Sediment Removal Area;
- ix. Drum Storage Building;
- x. Trash Handling Area;
- xi. Storm Water Ditch area;
- xii. Plastic Regrind Storage Area;
- xiii. 12A/Maintenance Area/Former Battery Storage Area;
- xiv. Loading Docks Paved Area;
- xv. Eastside Silo Excavation Area; and
- xvi. West Silo Excavation Area.

G. According to a Facility Project Completion Report (Cleaning and Remediation Activities) prepared by CH2M Hill (May 2002), CH2M Hill performed the following cleaning and remediation activities in the areas listed in Paragraph 2(F) above:

- i. Cleaned, removed, took confirmation samples, and/or remediated previously identified discolored surface soils, product residue, and/or visually stained areas from impacted soil, concrete, asphaltic and metal surfaces, and or equipment;
- ii. Removed, contained, managed, transported and disposed of residual carbon black composite material, PAH-contaminated soil, and petroleum and mineral oil liquid waste streams;

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- iii. Characterized and disposed of all waste streams;
  - iv. Dismantled, removed and disposed of identified equipment or debris; and
  - v. Backfilled excavated areas and restored the Property.
- H. According to the *Phase I Report* dated June 2005, Novel Geo-Environmental, LLC performed a Phase I Environmental Site Assessment (ESA) on the former PolyOne Corporation parcel TMS 18-47-001, the South Parcel. The ESA was performed for Firestone.
- I. According to the Phase I Report dated 2011, Novel Geo-Environmental, LLC performed a Phase I ESA on the North Parcel for Firestone. In the 2011, Phase I ESA, Novel identified two Recognized Environmental Concerns: (1) a 1,000 gallon waste oil Underground Storage Tank (UST) abandoned in place; and (2) visual soil staining around the Autoclave Pit Area.
- J. According to a *Phase I Environmental Site Assessment* dated July 10, 2015, S&ME performed a Phase I ESA on the Property ("the 2015 ESA"). The 2015 ESA was performed for Firestone, United Phosphorous Inc., and Parker Poe Adams & Bernstein, LLP. The ESA identified numerous AOCs at the Site, including:
- i. Former Bulk Oil Storage Area; Former Carbon Black Storage and Loading Area; Former UST Areas; Maintenance Building; Former Drum Storage Area; Former Wastewater System; Former Autoclave Area; and Former Ground Surface Staining Area. According to the 2015 Phase I ESA, all but the following of these AOCs were areas addressed as part of the CH2M Hill Facility Project Completion Facility Cleaning and Remediation Activities done in 2002 and referenced in Paragraph 2(F) above:
    - a. UST Areas #1-4 (AOCs #3-6);
    - b. Ground Surface Staining Between

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- c. Manufacturing Buildings (AOC #15); and
  - c. Groundwater Monitoring Well (AOC #16).
- ii. The 2015 ESA referenced soil, sediment, surface water and groundwater sampling done by S&ME from January 6-11, 2014 ("2014 S&ME Phase II"). The 2014 S&ME Limited Environmental Site Assessment (LESA) included twenty-six (26) soil, twenty-six (26) shallow groundwater, eleven (11) deep groundwater, two (2) sediment, and two (2) surface water sampling points relating to eighteen (18) AOCs including:
- 1. Bulk Storage Area (AOC 1);
  - 2. Carbon Black Storage Area and Loading Area (AOC 2);
  - 3. Four (4) Former UST areas (AOCs 3-6);
  - 4. Maintenance Building (AOC 7);
  - 5. Former Drum Storage Area (AOC 8);
  - 6. Wastewater System (AOC 9);
  - 7. Trash Compactor Area on North Parcel (AOC 10) and South Parcel (AOC 11);
  - 8. Former Contaminated Soil Stockpile Area (AOC 12);
  - 9. Former Autoclave Area (AOC 13)
  - 10. Drainage Ditches (AOC 14);
  - 11. Former Ground Surface Staining Areas between Maintenance Buildings (AOC 15);
  - 12. Groundwater Monitoring Well (AOC 16);
  - 13. Northern Adjoining Property (AOC 17); and
  - 14. Southern Adjoining Property (AOC 18).
- iii. According to the 2015 ESA, the 2014 S&ME LESA sampling indicated:
- 1. No Volatile Organic Compounds (VOCs) and

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- no Semi-VOCs (SVOCs) exceeded their respective industrial screening levels in soils;
2. No metals except for arsenic exceeded their respective industrial screening levels in soils;
  3. Arsenic slightly exceeded the 2.4 mg/Kg screening level in only 2 soils samples (with findings of 2.93 mg/Kg and 2.6 mg/Kg); the levels detected were determined to be within the normal mean of background levels in the area;
  4. The presence of benzene, lead, arsenic, and chromium in groundwater at levels which exceeded the respective Maximum Contaminant Levels; and,
  5. The presence of naphthalene in groundwater at levels which exceeded the EPA Regional Screening Levels Tap Water value.
- K. On June 15, 2015, in anticipation of selling the Property for redevelopment, Firestone filed a written request with the Department to enter into a Voluntary Cleanup Contract (VCC).
- L. A technical scoping meeting between the Department, Firestone, and Firestone's contractor was held on September 8, 2015, to discuss the previous investigation and remedial work performed and data gaps remaining at the Property.

### RESPONSE ACTIONS

3. Firestone agrees to submit to the Department for review and written approval within thirty (30) days of the execution date of this Contract, copies of the reports referenced in Paragraph 2 above ("Reports") and a Work Plan for the Site that addresses data gaps in the Reports as well as any other data gaps identified by the Department, and is consistent with the technical intent of the National Contingency

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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 Firestone's contact person for matters relating to this Contract. Firestone will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify Firestone in writing of any deficiencies in the Work Plan, and Firestone 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 data gaps identified in the Reports as well as any other data gaps identified by the Department and finalize a Remedial Investigation (RI) to characterize the nature and extent of Contamination at the Site.
- 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 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 Firestone, and Firestone 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 Firestone a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from the Department, Firestone shall submit a revised report addressing the Department's comments.
- C. If determined necessary by the Department, conduct a feasibility

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study to evaluate remedial alternatives for addressing Contamination at the Site.

4. Firestone shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan is submitted to the Department for information purposes only. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Firestone.

5. Firestone 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 Firestone pursuant to this Contract.

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

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, (C) nationally recognized overnight delivery service company, or (D) 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.

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Unless otherwise directed in writing by either party, all correspondence, work plans, and reports should be submitted to:

The Department: Greg Cassidy  
South Carolina Department Health & Environmental Control  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201  
cassidga@dhec.sc.gov

Firestone: Jane M. Johnson  
Manager of Remediation / Manager of Chemical Information  
Bridgestone Americas, Inc.  
535 Marriott Drive  
Nashville, Tennessee 37214  
JohnsonJane@Bfusa.com

All final work plans and reports shall include two (2) paper copies and one (1) electronic copy on compact disk.

### **PUBLIC PARTICIPATION**

8. Upon execution of this Contract, 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. Firestone will reimburse the Department's costs associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, if any, etc.).

### **RESPONSE COST**

9. Firestone 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 five hundred seven dollars and sixty-four cents (\$507.64) to reimburse estimated past response cost incurred by the Department through June 30, 2015 ("Past Costs") relating to the Site. Firestone's payment for Past Costs should be submitted to:

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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, Firestone shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract occurring after July 1, 2015. 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:

Firestone: Brian O'Neil  
Chief Operating Officer  
Firestone Building Products  
250 W. 96th Street  
Indianapolis, IN 46260  
317-575-7201  
Oneilbrian@firestonebp.com

All of Firestone'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.

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### 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). Firestone 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 Firestone is unable to obtain access from the 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 Firestone.

### RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Firestone has completed the actions required under this Contract, Firestone shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of Firestone and witnessed, signed, and sealed by a notary public. Firestone shall record this restrictive covenant with the Register of Deeds or Mesne Conveyances in Williamsburg 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 Firestone or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Firestone 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, Firestone, its signatories, parents, subsidiaries, successors and assigns shall be deemed to have resolved their liability to the State in an administrative settlement for purposes of, and to the extent authorized under 42 U.S.C. § 9613(f)(2), S.C. Code Ann. § 44-56-200, for the matters addressed in this Contract. "Matters addressed" are all Response Actions taken or to be taken at or in connection with this Site under this Contract and any subsequent amendments to the Contract, and all response costs incurred or to be incurred under this Contract and any subsequent amendments to the Contract. Further, by resolving its liability to the State for some or all of a Response Action in this administrative settlement, Firestone may seek contribution to the extent authorized under 42 U.S.C. § 9613(f)(3)(B), S.C. Code Ann. § 44-56-200 from any person who is not a party to this administrative settlement. 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*.

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 a responsible party who is not a signatory to the Contract and who is not a signatory's parent, subsidiary, successor and assign.

14. Subject to the provisions of 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.

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

16. Upon successful completion of the terms of this Contract, Firestone shall submit to the Department a request for a Certificate of Completion.

Once the Department determines that Firestone 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 Firestone a Certificate of Completion that provides a covenant not to sue to Firestone, its signatories, parents, subsidiaries, successors and assigns 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 and administrative settlement for purposes of contribution protection are contingent upon the Department's determination that Firestone successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, Firestone, its signatories, parents, subsidiaries, successors and assigns agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

17. Firestone 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 Firestone 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 Firestone, its parents, subsidiaries, successors and assigns;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in Firestone's or its parents', subsidiaries', successors' and assigns', business activities on the Property or uses of the Property that are inconsistent with the terms and conditions of this Contract;  
or
- G. Failure by Firestone to obtain the applicable permits from the Department for any Response Action 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 Firestone or the Department does not end the obligations to reimburse Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.

20. The signatories below hereby represent that they are authorized to enter into this Contract on behalf of their respective parties.

**THIS IS CERTIFIED AS A TRUE  
AND CORRECT COPY**

SIGNATURE                     dw                    

**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: 4/4/16

Claire J. O'Neil  
Reviewed by Office of General Counsel

DATE: 3/30/16

**FIRESTONE BUILDING PRODUCTS COMPANY, LLC**

Brian O'Neil  
Signature

DATE: 2/5/16

Brian O'Neil, Chief Operations Officer  
Printed Name and Title

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## APPENDIX A

### Legal Description of the Property County of Williamsburg Tax Map Serial Number 18-47-001 and 18-47-039

All that certain piece, parcel or tract of land, with any improvements, thereon, situate, lying and being in near the Town of Kingstree, Williamsburg County, South Carolina, being designated as Tract 2 (24.96 acres) shown on a Plat prepared for Colonial Rubber Works, Inc., dated January 24, 1994, and recorded on August 8, 1994, in the Office of the Clerk of Court for Williamsburg County in Book S878, Page 2A, said Plat being hereby incorporated by reference for a more complete description of the referenced parcel.

TMS: 18-47-001

Also described as:

All that certain piece, parcel or tract of land lying, being and situate in King Township, County of Williamsburg, State of South Carolina, containing Sixty (60) acres, more or less, and bounded on the north by Estate of C. C. Canada, I. S. Canada, Ivory & Nathaniel Epps, and Dr. Samuel V. Johnson; on the east by South Carolina Road No. 45-186; on the south by Nora K. Young and on the west by Seaboard Coastline Railroad. Said tract beginning at the intersection of the right-of-way on the east side of the Seaboard Coastline Railroad and the southern line of Estate of C. C. Canada, and extending N85°36'00"E for a distance of 1171.4' to a concrete post on the right-of-way on the West side of SC Road 45-186; thence S15°36'00"W along said right-of-way for a distance of 2489.5' to a concrete post on right-of-way of Seaboard Coast Line Railroad, thence N19°22'00"E for a distance of 2010 feet along said right-of-way to the point of beginning. Said tract of land is more fully shown and delineated on a map made by J.D. Brockington, Surveyor, dated June 26, 1967, recorded in the Office of the Clerk of Court for Williamsburg County in Plat Book 20 at page 59. Said tract being the same tract of land conveyed to Williamsburg County by Colonial Rubber Works, Inc. by deed dated the 1<sup>st</sup> day of March 1973 and recorded in said Clerk's Office in Deed Book A-106 at page 381.

#### LESS AND EXCEPT:

All that certain piece, parcel, or tract of land situate, lying and being in the County of Williamsburg, State of South Carolina containing 35.04 acres being more particularly described as follows: Beginning at a concrete monument (old) at the northeast corner of said property on the western right-of-way of state road S-45-186; thence along the western right-of-way; thence along the western right-of-way of road S-45-186 S18°09'00"W a distance of 1550.31 feet to an iron (new); thence along a division line between tract 1 and tract 2 N71°50'23"W a distance of 223.8 feet to an iron (new); thence continuing along a division line between tract 1 and tract 2 N71°20'36"W a distance of 953.05 feet to an iron (new) on the eastern right-of-way of now or formerly Seaboard Coastline Railroad; thence along the Eastern right-of-way of now or formerly Seaboard Coastline Railroad N21°56'39"E a distance of 1144.90 feet to a concrete (old); thence along the southern property line of Fleischman's Yeast, Inc. N88°12'40"E a distance of 497.65 feet to an iron (old); thence continuing along the southern property line of Fleischman's Yeast, Inc. N88°13'15"E a distance of 367.83 feet to a concrete (old); thence along the southern property line of Burns Philip Food, Inc. N88°16'01"E a distance of 74.66 feet to a concrete (old); thence along the southern property line of Aaron and Linda Huges N88°09'06"E a distance of 230.92 feet to a concrete (old) being the point of beginning described as tract 1 as shown on a plat for Colonial Rubber Works, Inc. by Keliaban and Associates, Engineers and Surveyors, Inc., dated January 24, 1994, recorded in Plat Book S878, Page 2A in the Office of the Clerk of Court for Williamsburg County.

Derivation: This being a portion of the property conveyed to M. A. Hanna Company by deed from Williamsburg County, a body corporate and politic, dated December 30, 1993 recorded in the Office of the Clerk of Court for Williamsburg County at Book A320, Page 124.

THIS IS CERTIFIED AS A TRUE  
AND CORRECT COPY

SIGNATURE \_\_\_\_\_



And also:

All that certain piece, parcel, or tract of land situate, lying and being in the County of Williamsburg, State of South Carolina containing 35.04 acres being more particularly described as follows: Beginning at a concrete monument (old) at the northeast corner of said property and on the western right-of-way of state road S-45-186; thence along the western right-of-way of road S-45-186 S 18 degrees - 09 feet - 00 inches W a distance of 1550.31 feet to an iron (new); thence along a division line between tract 1 and tract 2 N 71 degrees - 50 feet - 23 inches W a distance of 223.8 feet to an iron (new); thence continuing along a division line between tract 1 and tract 2 N 71 degrees - 20 feet - 36 inches W a distance of 953.05 feet to an iron (new) on the eastern right-of-way of now or formerly Seaboard Coastline Railroad; thence along the eastern right-of-way of now or formerly Seaboard Coastline Railroad N 21 degrees - 56 feet - 39 inches E a distance of 1144.90 feet to a concrete (old); thence along the southern property line of Fleischman's Yeast, Inc. N 88 degrees - 12 feet 40 inches E a distance of 497.65 feet to an iron (old); thence continuing along the southern property line of Fleischman's Yeast, Inc. N 88 degrees - 13 feet - 15 inches E a distance of 367.83 feet to a concrete (old); thence along the southern property line of Burns Philp Food, Inc. N 88 degrees - 16 feet - 01 inches E a distance of 74.66 feet to a concrete (old); thence along the southern property line of Aaron and Linda Huges N 88 degrees - 09 feet - 06 inches E a distance of 230.92 feet to a concrete (old) being the point of beginning described as tract 1 as shown on a plat for Colonial Rubber Works, Inc. by Kellahan and Associates, Engineers and Surveyors, Inc., dated January 24, 1994, recorded in Plat Book S878, Page 2A in the Office of the Clerk of Court for Williamsburg County.

TMS #: Portion of Tax Parcel No. 18-47-001.  
County Tax Map No. 18-047-039