

**VOLUNTARY CLEANUP CONTRACT  
13-6065-RP**

**IN THE MATTER OF  
DUPONT BERKELEY WAREHOUSE SITE, BERKELEY COUNTY  
and  
E.I. DU PONT DE NEMOURS AND COMPANY**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and E.I. DuPont de Nemours and Company, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 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 facility known as the DuPont Berkeley Warehouse Site ("Site"). The E.I. DuPont de Nemours and Company Property is located at 1377 Old Highway 52, Moncks Corner, South Carolina ("Property"). The Property includes approximately 5 acres and is bounded generally by CSX Railroad on the west; mixed commercial properties on the south; mixed commercial properties on the north, and Old Highway 52 and residential properties on the east. The Property is identified by County of Berkeley as Tax Map Serial Number 162-00-02-004 and 162-00-02-086; and a legal description of the Property is attached to this Contract as Appendix A and B.

**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. "DuPont" shall mean E.I. DuPont de Nemours and Company, a corporation authorized to do business in South Carolina, with its principal place of business located at 1007 North Market Street in Wilmington, Delaware.
- 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. "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).
- E. "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.
- F. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.
- G. "Property," as described in the legal description attached as Appendix A for TMS # 162-00-02-004 (0.996 acres) and Appendix B for TMS # 162-00-02-086 (3.969 acres), shall mean that portion of the Site, which is/was subject to ownership, prospective ownership, or possessory or contractual interest of DuPont.
- 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. "The Site" shall mean the Property and all areas where a Contaminant has



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C. Operational History

12. 1975: According to historical records, the facility began operating as a contract operation under the ownership of James Enterprises.<sup>4</sup>
  - a. DuPont produced Dacron™ fibers at their Cooper River Plant in Berkeley County. The spinning components (pack parts) for this process require periodic cleaning. This cleaning task was performed at the Site by James Enterprises until DuPont acquired the Site in 1981. Thereafter the process was conducted by Standard Warehouse for DuPont.
  - b. The cleaning involved immersing the pack parts in a heated triethylene glycol bath to remove polymer residue followed by a water rinse. Prior to DuPont's purchase of the Site in late 1981 the rinse water was collected in a sump and discharged to an on-site septic system. Wastewater discharges to the septic tank system were discontinued in 1982. From 1982 until operations were discontinued, plant wastewater discharges were collected in the sump and transported to DuPont's Cooper River facility for treatment prior to disposal.<sup>5</sup>
13. 1991: The pack parts cleaning operation was discontinued.<sup>6</sup> All equipment was subsequently removed from the Property.
14. 2003: All structures on "Lot B" were demolished to their foundations (the concrete foundations remained).

D. Environmental Investigation and Response History

12. DuPont initiated a voluntary environmental assessment program in 1987 to evaluate possible impacts to the groundwater from past operations at the Site. The assessment report was submitted to the Department in January 1988. (Note: DuPont does not have a copy of



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- a. These investigations identified the presence of 1,4-dioxane and other volatile organic compounds (VOCs) at the Property. The primary VOCs identified were 1,1,1-trichloroethane, 1,1-dichloroethane, 1,1-dichloroethene, chloroethane, and cis-1,2-dichloroethene. Several of these VOCs are documented transformation products (resulting from biodegradation) of 1,1,1-trichloroethane. Concentrations of 1,4-dioxane, 1,1,1-trichloroethane, and 1,1-dichloroethane were identified in the downstream surface water sample.
  - b. A pilot recovery well was also installed to evaluate potential corrective action.
  - c. The report recommended the preparation of a Corrective Action Plan (CAP) to address groundwater impacts.
16. In July 1992, DuPont submitted the CAP to address shallow groundwater containing dissolved organic constituents.<sup>6</sup> The CAP proposed an on-site groundwater recovery system consisting of a subsurface drain, a sump, and temporary above ground storage tanks. Recovered water was to be transported to DuPont's Cooper River Plant for treatment.
17. According to the 1997 Groundwater Quality Monitoring Report<sup>9</sup>, prior to preparing detailed plans and specifications for implementation of the CAP, DuPont requested approval to treat recovered groundwater at the Cooper River Plant. Several years elapsed while the Department considered the proposed groundwater treatment methodology. The CAP was never implemented, as DuPont did not receive Department approval for the recovered water treatment plan. In a letter dated March 14, 1997, the Department requested submittal of an updated groundwater monitoring report. A groundwater



monitoring event was then conducted to evaluate current site conditions with respect to continued applicability of the 1992 CAP.

18. In July 1997, DuPont submitted a Groundwater Quality Monitoring Report describing the results of the requested monitoring event.<sup>9</sup> Results from the sampling event indicated:

- a. Although concentrations remained above drinking water Maximum Contaminant Levels (MCLs) at some locations, concentrations of most VOCs had decreased sharply compared to historical concentrations (multiple locations showed a several order of magnitude concentration decrease).
- b. Surface water samples were also collected. There were no detections of VOCs in the upstream sample (SU). The downstream sample, SD, had VOC concentrations lower than the 2 previous sampling events (November 1990 and May 1991); however, the concentration of 1,4-dioxane was slightly higher than measured previously.

19. As a result of the April 1997 sampling event results, DuPont offered and the Department agreed to a semi-annual monitoring program at the Site for 2 years. The first round of sampling conducted in March 1998 required a more extensive analytical program of constituents that included the full list of Priority Pollutant VOCs and inorganic compounds.

- a. The March 1998 sampling indicated that 1,4-dioxane and bis(2-ethylhexyl)phthalate were prevalent across the Property and chlorinated solvents were also present but in relatively low concentrations. 1,4-dioxane, chloroethane, and vinyl chloride were detected in surface water samples collected



from the drainage ditch. No other compounds were detected in surface water.

b. In a letter to the Department dated August 12, 1998, DuPont proposed that several constituents be dropped from the analytical program based on the results of the March 1998 sampling event. The Department agreed to the reductions and the following list of target constituents was developed for the remaining 3 rounds of sampling at the site.

1. 1,1,1-Trichloroethane
2. 1,1-Dichloroethane
3. 1,1-Dichloroethene
4. 1,2-Dichloroethane
5. Trichloroethene
6. Chloroethane
7. Cis-1,2-Dichloroethene
8. Methylene Chloride
9. Tetrachloroethene
10. Vinyl Chloride
11. 1,4-Dioxane
12. Bis(2-ethylhexyl)phthalate

c. The final semi-annual monitoring report, submitted on February 10, 2000, recommended the performance of a focused lithologic investigation, abandonment of several wells, the addition of several new monitoring wells, and continued semi-annual groundwater monitoring at the site for two additional years.<sup>10</sup>

20. In a letter dated March 20, 2000, the Department approved the February 2000 monitoring report. However, the Department requested that annual monitoring be continued until further notice. Over the next several years, groundwater monitoring was conducted along with the other recommendations outlined above.<sup>11, 12, 13</sup>



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21. In addition to the above work, DuPont conducted additional investigations on the eastern portion of the Site (upgradient of the known release). Groundwater samples were collected from six temporary well locations to support potential divestiture decision-making. Low concentrations of VOCs were detected in two wells, however all concentrations were below the drinking water maximum contaminant level (MCL).<sup>14</sup> This work was performed on what is now "Lot A."
22. On July 31, 2003, DuPont Submitted a Comprehensive Report to the Department.<sup>4</sup> The report summarized all previous investigations at the Site, presented a Site Conceptual Model (SCM), and provided an exposure/risk evaluation. The report concluded that while 1,4-dioxane and other contaminants (chlorinated solvents) were present in shallow groundwater, the primary source areas for these contaminants no longer existed and concentrations were stable or decreasing. The report also found that the concentrations of these contaminants did not pose a risk to human health and the environment (HH&E) and that the current monitoring program was adequate to protect HH&E. The report recommended continued semi-annual groundwater monitoring as well as additional investigation under the former building foundation in an attempt to confirm that residual sources did not remain on the Property.
23. Semi-annual groundwater and surface water sampling continued as recommended by the Comprehensive Report from October 2003 through April 2004.<sup>15</sup>
  - a. During the April 2004 semi-annual groundwater-monitoring event, additional soil samples were collected to determine if residual sources were present beneath the building foundation. Based on the results, it was concluded that soil in the areas of the wastewater collection sump, product



storage tanks, and within the former septic system leach field did not appear to be acting as residual sources contributing to groundwater impact.

- b. The water supply well was sampled during the April and August 2004 sampling events and, based on the presence of site contaminants in the well during the sampling events; it was recommended that the well be permanently closed and an investigation be conducted to define impacts to the lower aquifer.
  - c. In addition, based on telephone conversations with the Department, DuPont recommended the reduction of the monitoring frequency to annual sampling.
24. On February 10, 2005, DuPont submitted a Project Work Plan to the Department to further investigate the lower aquifer.<sup>16</sup> The objectives of the proposed investigation effort were to determine groundwater flow direction in the lower aquifer and characterize groundwater quality downgradient of the on-site supply well; eliminate the potential for vertical migration of groundwater within water supply well; and repair a damaged monitoring well MW-28.
25. On October 21, 2005, DuPont submitted the 2005 Annual Sampling Report to the Department.<sup>17</sup> The report described the results of the annual sampling along with the additional investigations recommended in the February 10, 2005 Project Work Plan. The investigation determined that groundwater in the deeper aquifer flowed to the south and identified only low concentrations of VOCs in two of the three piezometers. The report recommended continued annual sampling at the site and the addition of the three piezometers to the monitoring well network.

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26. The 2006 annual sampling was conducted in September and a report describing the results was submitted to the Department on December 20, 2006.<sup>18</sup>
27. In a letter to the Department dated March 13, 2007, DuPont proposed voluntarily installing a phytoremediation system at the site.<sup>19</sup> Although, the monitoring program continued to be protective of HH&E, it was determined that the phytoremediation system may shorten the time it would take for all on-site constituents to meet State groundwater protection standards by minimizing the migration of constituents in groundwater (hydraulic control), and by achieving a reduction in the concentrations of constituents in the groundwater.
28. The 2007 Annual Sampling Report was submitted to the Department on December 19, 2007.<sup>20</sup> In addition to describing the results of the annual sampling, the report included:
  - a. A description of the final abandonment of the on-site former water supply well (WSW), which was completed on March 5, 2007.
  - b. Details on the installation of the phytoremediation system (which began on March 15, 2007). The system consists of six rows of 7 trees (42 total trees) separated into three zones. Each zone consists of a staggered double row of trees, with rows approximately 56-feet long, 8-foot spacing between the rows, and 8-foot spacing of trees within a row.
29. The 2008 Annual Sampling Report was submitted to the Department on December 11, 2008. The report recommended continued annual groundwater monitoring at the site.<sup>21</sup>

30. The 2009 Annual Sampling Report was submitted to the Department on December 24, 2009. The report recommended continued annual groundwater monitoring at the site.<sup>22</sup>
31. The 2010 Annual Sampling Report was submitted to the Department on December 9, 2010. The report recommended continued annual groundwater monitoring at the site.<sup>23</sup>
32. In a response letter to the 2010 Annual Sampling Report dated January 6, 2011, the Department requested that DuPont develop phytoremediation effectiveness standards and determine whether additional corrective actions would be necessary for the Site. In response to that request, DuPont submitted a Phytoremediation Effectiveness Evaluation Plan on April 26, 2011 describing the system goals and outlining actions for determining the effectiveness of the system, including a plan for collecting tissue samples from the installed phytoremediation trees.<sup>24</sup>
33. The 2011 Annual Sampling Report was submitted to the Department on December 23, 2011.<sup>25</sup> In addition to describing the annual sampling results, the report outlined the results of the tree core sampling and effectiveness evaluation. The initial tree tissue (core and leaf) analyses showed that 1,4-dioxane and several other volatile organic compounds (VOCs) were being taken up by the phytoremediation system, but the system had not yet significantly altered groundwater conditions at the Site (although it may have been too early to observe the full impact of the system on shallow groundwater flow and quality). Based on the results of the effectiveness evaluation, it was recommended that the current phytoremediation system be augmented to more effectively meet the stated goal of the system.



34. On June 29, 2012, DuPont submitted the results of the phytoremediation system evaluation.<sup>26</sup> Although the current system and monitoring program was deemed fully protective of HH&E, several options were proposed to further enhance the system. The proposed enhancement steps included further addressing residual source-area material, if present, via removal of the remaining foundations and additional tree planting. In addition DuPont proposed conducting in-situ bioremediation testing and implementation, if feasible.
- E. On August 22, 2012, the Department invited DuPont to enter the Department's Voluntary Cleanup Program (VCP) in order to reach a CERCLA-quality cleanup at the Site and, on September 9, 2012, DuPont voluntarily agreed to enter the VCP.
- F. DuPont 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. DuPont agrees to submit to the Department for review and written approval within forty-five (45) days of the execution date of this Contract a Feasibility Study Work Plan (Work Plan) for the Site. The Work Plan and all other documents prepared under this Contract must be developed in accordance with all appropriate EPA guidance documents, including the Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA (EPA/540/G-89/004), and the technical intent of the NCP. The Department will review the Work Plan and will notify DuPont in writing of any deficiencies in the Work Plan, and DuPont will respond in writing within thirty (30) days to the Department's comments. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and DuPont's contact person for matters relating to this Contract. Within 60 days of approval of the Work



Plan, Dupont shall submit a full Feasibility Study (FS) that will fully develop remedial alternatives. The Department will review the FS and will notify DuPont in writing of any deficiencies in the FS, and DuPont will respond in writing within thirty (30) days to the Department's comments. The FS 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 all tasks approved in the FS.

4. DuPont 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 DuPont.

5. DuPont 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 Dupont pursuant to this Contract.

6. Within sixty (60) days of the approval of the Work Plan and quarterly thereafter as required under the approved Work Plan, DuPont 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 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: Jan Trent  
South Carolina Department Health & Environmental Control  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201  
trentjc@dhec.sc.gov

DuPont: DuPont Corporate Remediation Group  
Attn: Mr. Tyson Campbell, Project Director  
6324 Fairview Road  
Charlotte, NC 28210

All final work plans and reports shall include three (3) paper copies and one (1) electronic copy on compact disk.

### **PUBLIC PARTICIPATION**

8. Prior to the Department's execution of the Contract, the Department will seek public participation in accordance with S.C. Code Ann. § 44-56-740, as amended, and not inconsistent with the National Contingency Plan. DuPont 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. Dupont 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 two thousand one hundred forty-eight dollars and sixty-six cents (\$2,148.66) to reimburse estimated past costs of response incurred by the Department through December 31, 2012 ("Past Costs") relating to the Site. Dupont'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 S.C. Code Ann. §§ 44-56-200, as amended, and 44-56-740(B), as amended, DuPont shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract occurring after December 31, 2012. 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:

DuPont: DuPont Corporate Remediation Group  
Attn: Mr. Tyson Campbell, Project Director  
6324 Fairview Rd.  
Charlotte, North Carolina 28210

All of DuPont'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 Cost 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. Dupont does not own the parcel identified as Tax Map Serial Number 1620002086. However, DuPont has been granted access and other rights to the Property in accordance with the "Restrictions and Reservations" recorded in Berkeley County Deed Volume 7225,





pages 184-187, and is included in this Contract as Appendix B. 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). All of the Department's costs associated with access and said Response Actions will be reimbursed by DuPont. DuPont 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 DuPont is unable to obtain access from the Property owner, the Department may obtain access and perform response activities.

#### RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after DuPont has completed the actions required under this Contract, DuPont shall enter and file a restrictive covenant for the Property. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of DuPont and witnessed, signed, and sealed by a notary public. For the parcel identified as Tax Map Serial Number 162-00-02-086, the restrictive covenant shall be signed by the current owner, representatives of DuPont, and the Department. The Restrictive Covenant shall be filed 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 to the Property. The Department may require DuPont or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. DuPont or subsequent owners of the Property shall file an annual report with the Department by May 31<sup>st</sup> of each year detailing

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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, DuPont, 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.

13. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of DuPont's signatories, parents, successors, assigns, and subsidiaries.

14. Subject to Paragraph 17, 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.

15. Subject to Paragraph 17, 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.

16. Subject to the provisions of Paragraph 17, 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 DuPont for any matters not expressly included in

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this Contract.

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

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

In consideration of the Department's covenant not to sue, DuPont 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 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.

18. DuPont reserves the right to unilaterally terminate this Contract. The Department reserves the right to terminate this Contract for cause as provided in paragraph 19 below. 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 DuPont or subsequent owners of the Site 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.

19. 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 DuPont 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 DuPont's or its parents, successors, assigns, and subsidiaries business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract; or
- G. Failure by DuPont to obtain the applicable permits from the Department for any Response Actions or other activities undertaken at the Property.

20. Upon termination of the Contract under Paragraph 18 or 19, the covenant not to sue and administrative settlement for purposes of contribution protection shall be null and void. Termination of the Contract by DuPont 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.

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

SIGNATURE

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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: 8/7/13

*Claire H. Primm*  
Reviewed by Office of General Counsel

DATE: 8/5/13

E.I. DU PONT DE NEMOURS AND COMPANY

*Stephen H. Shoemaker*

DATE: 5/31/2013

Signature

Stephen H. Shoemaker  
Remediation Team Manager, DuPont Corporate Remediation Group  
Printed Name and Title

*DW*

APPENDIX A  
Legal Description of the Property

County of Berkeley  
Tax Map Serial Number 1620002004 and 1620002086

Legal Description for Lot "B"  
Owned by E. I. Dupont DE Nemours and Company  
Berkeley County, South Carolina  
December 5, 2002  
Revised January 14, 2003

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A portion of TMS # 162-00-02-004

This legal description delineates Lot "B", containing 0.996 acres, a portion of TMS 162-00-02-004, Berkeley County, South Carolina. All bearings are referenced to magnetic north. This description is taken from a plat by Paul C. Lawson, Jr. dated November 24, 2002 recorded in Plat Cabinet P, Page 323-C in the R.M.C. Office for Berkeley County.

The point of beginning, of this description, is represented by the most westerly point of the subject lot. This point is common with Lot "A" which is also a portion owned by E. I. Dupont DE Nemours and Company and a tract of land owned by John D. Gaskins and Ross E. Brumbaugh.

Commencing along line 1 whose bearing is N 54°-18'-00" W for a distance of 64.89' along land owned by John D. Gaskins and Ross E. Brumbaugh to a 5/8" rebar found on the R/W of CSX Transportation System; thence N 23°-13'-45" E for a distance of 339.96' along CSX Transportation System to a 5/8' rebar found; this point is also common with a parcel of land owned by McCoy Averil, III., ETAL; thence S 55°-00'-00" E for a distance of 197.23' along the land of McCoy Averil, III., ETAL to 5/8" rebar found; this point is also common with Lot "A" previously mentioned in this description; thence S 35°-00'-00" W for a distance of 89.18" along Lot "A" to a calculated point; thence S 35°-00'-00" W for a distance of 25.01' along Lot "A" to a calculated point; thence S 35°-00'-00" W for a distance of 25.01' along Lot "A" to a calculated point; thence S 35°-00'-00" W for a distance of 16.04' along Lot "A" to a P.K. nail set in pavement; thence N 60°-04'-40" W for a distance of 59.97' along Lot "A" to a P.K. nail set in pavement; thence S 36°-04'-42" W for a distance of 173.09" along Lot "A" to the point of beginning for this description.

This lot is accessed by a 50' ingress/egress easement. The said easement extends from S-8-791 across Lot "A" to Lot "B" herein described.





00007400 Vol: 7225 Pg: 185

DEED DRAWN, TITLE NOT EXAMINED: (07-2268-RL)  
CHRISTOPHER P. BIERING, ATTORNEY AT LAW, P.C.  
116 RAILROAD AVENUE  
MONCKS CORNER, SOUTH CAROLINA 29461

- Pont de Nemours and Company, or their heirs or assigns.
- 2) Grantee shall be prohibited from drilling any wells on the Property or any use of the groundwater because of groundwater contamination on adjoining property of E. I. du Pont de Nemours and Company, or their heirs or assigns.
  - 3) E. I. du Pont de Nemours and Company, or their heirs or assigns, reserves a perpetual right of access along the entrance driveway as shown on the plan.
  - 4) E. I. du Pont de Nemours and Company or theirs heirs or assigns reserves a right of access to and withdraw from existing groundwater monitoring wells on the property as shown on the Plan.
  - 5) E. I. du Pont de Nemours and Company, or their heirs or assigns, reserves the right of access, to install, maintain, withdraw, and remove new and existing groundwater monitoring wells on the Property.
  - 6) E. I. du Pont de Nemours and Company, or their heirs or assigns, reserves the right of access and the right to perform testing, mitigation, response, investigation, monitoring, or remediation of the soil and groundwater on the Property.
  - 7) Any easement, covenant, or restriction of record.

Being the same property conveyed to the Grantors herein by deed of E. I. du Pont de Nemours and Company, dated March 6, 2003, and of record in the Office of the Register of Deeds, March 28, 2003, in Book 3213, at page 98

TMS NO.: 162-00-02-086  
PROPERTY ADDRESS: 1377 OLD HIGHWAY 52, MONCKS CORNER, SC  
29461  
GRANTEE'S ADDRESS: 4 MORGAN COVE DRIVE, ISLE OF PALMS, SC 29451

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said WEAVER LANDMARK, LLC, ITS Heirs and Assigns forever.

AND we do hereby bind ourselves and our Successors and Assigns, to warrant and forever defend, all and singular, the said Premises unto the said WEAVER LANDMARK, LLC, ITS Heirs and Assigns, against us and our Heirs and Assigns, and all persons whomsoever may be lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand and Seal, this 10 day of March in the year of our Lord Two Thousand Eight and in the Two Hundred and Thirty-third year of the Sovereignty of the United States of America.





SIGNATURE DW

00007400 Vol: 7225 Pg: 187

DEED DRAWN, TITLE NOT EXAMINED: (07-2268-RL)  
CHRISTOPHER P. BIERING, ATTORNEY AT LAW, P.C.  
116 RAILROAD AVENUE  
MONCK'S CORNER, SOUTH CAROLINA 29461  
STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY )

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 1377 Old Highway 52, Moncks Corner, SC 29461; TMS #: was transferred by CHRISTOPHER B. RILEY AND BOBBIE B. RILEY to WEAVER LANDMARK, LLC dated 3-10-2008.
3. Check one of the following: The deed is
  - (a)  subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c) exempt from the deed recording fee because (See Information section of affidavit):

(If exempt, please skip items 4, 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No \_\_\_

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
  - (a)  The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$367000.00
  - (b) \_\_\_ The fee is computed on the fair market value of the realty which is
  - (c) \_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is
5. Check Yes \_\_\_ or No  to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \_\_\_
6. The deed recording fee is computed as follows:
  - (a) Place the amount listed in item 4 above here: \$367000.00
  - (b) Place the amount listed in item 5 above here: \_\_\_ -0- \_\_\_  
(If no amount is listed, place zero here.)
  - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$367000.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$1357.90
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:  
GRANTOR / GRANTEE / CLOSING ATTORNEY (CIRCLE ONE)
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Christopher P. Biering  
Responsible Person Connected with the Transaction  
SWORN to before me this 10  
day of March, 2008.

Christopher P. Biering  
Notary Public for SOUTH CAROLINA  
My Commission Expires: 1-23-2017



## APPENDIX C

### List of References

- <sup>1</sup> Berkeley County Deed Book A-458 Page 82
- <sup>2</sup> Berkeley County Deed Book 3213 Page 98
- <sup>3</sup> Berkeley County Deed Book 7225 Page 184
- <sup>4</sup> DuPont CRG, July 31, 2003. Comprehensive Report, Berkeley Standard Warehouse Site
- <sup>5</sup> Geraghty & Miller, Inc. September 1988, Revised December 1998. Ground-Water Quality Assessment Plan for the Standard Warehouse Company Berkeley Site
- <sup>6</sup> Geraghty & Miller, Inc. July 1, 1992. Ground-Water Corrective Action Plan for the Standard Warehouse Company Berkeley Site
- <sup>7</sup> Geraghty & Miller, Inc. May 1990. Ground-Water Quality Assessment Report for the Standard Warehouse Company Berkeley Site
- <sup>8</sup> Geraghty & Miller, Inc. May 1991. Groundwater Monitoring Report for the Standard Warehouse Company Berkeley Site
- <sup>9</sup> Geraghty & Miller, Inc. July 30, 1997. Groundwater Quality Monitoring Report for the Standard Warehouse Company Berkeley Site
- <sup>10</sup> DuPont CRG, February 10, 2000. Semiannual Groundwater Monitoring Report, Standard Warehouse Berkeley Site, Berkeley County, South Carolina, SCDHEC Site #13416
- <sup>11</sup> DuPont CRG, December 21, 2001. October 2001 Semiannual Sampling Event Report, Standard Warehouse Berkeley Site, Site ID 13416
- <sup>12</sup> DuPont CRG, January 28, 2003. Fall 2002 Semiannual Sampling Event Report, Standard Warehouse Berkeley Site, Site ID 13416
- <sup>13</sup> DuPont CRG, January 19, 2004. Fall 2003 Semiannual Sampling Event Report, Standard Warehouse Berkeley Site, Site ID 13416
- <sup>14</sup> DuPont CRG, December 20, 2001. October 2001 Divestiture Groundwater Sampling Report, Standard Warehouse Berkeley Site, Site ID 13416
- <sup>15</sup> DuPont CRG, September 28, 2004. Spring 2004 Field Investigation Report Addendum, Standard Warehouse Berkeley Site, Site ID 13416
- <sup>16</sup> DuPont CRG, February 10, 2005. 2005 Project Work Plan, Berkeley Standard Warehouse Site
- <sup>17</sup> DuPont CRG, June, 2005. 2005 Annual Sampling Report, Standard Warehouse Berkeley Site, Site ID 13416
- <sup>18</sup> DuPont CRG, December 20, 2006. 2006 Annual Sampling Report, Standard Warehouse Berkeley Site, Site ID 13416
- <sup>19</sup> DuPont CRG, March 13, 2007. Voluntary Remediation Proposal Letter, Standard Warehouse Berkeley Site
- <sup>20</sup> DuPont CRG, December 19, 2007. 2007 Annual Sampling Report, Standard Warehouse Berkeley Site, Site ID 13416
- <sup>21</sup> DuPont CRG, December 11, 2008. 2008 Annual Sampling Report, Standard Warehouse Berkeley Site, Site ID 13416
- <sup>22</sup> DuPont CRG, December 24, 2009. 2009 Annual Sampling Report, Standard Warehouse Berkeley Site, Site ID 13416
- <sup>23</sup> Parsons, December 9, 2010. 2010 Annual Sampling Report, Standard Warehouse Berkeley Site
- <sup>24</sup> Parsons, April 26, 2011. Phytoremediation Effectiveness Evaluation Plan, Standard Warehouse Berkeley Site
- <sup>25</sup> Parsons, December 23, 2011. 2011 Annual Sampling Report, Standard Warehouse Berkeley Site
- <sup>26</sup> Parsons, June 29, 2012. Phytoremediation System Enhancement Plan, Standard Warehouse Berkeley Site