

**VOLUNTARY CLEANUP CONTRACT  
18-4714-RP**

**IN THE MATTER OF  
ALLIED CHEMICAL FIBER DIVISION SITE, LEXINGTON COUNTY  
and  
HONEYWELL INTERNATIONAL INC.**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Honeywell International Inc., 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 former Allied Chemical Fiber Division Site ("Site"). The facility property is located at 4401 Saint Andrews Road, Columbia, South Carolina ("Property"). The Property includes approximately 239 acres and is bounded generally by Saint Andrews Road to the north; forested property and Kinley Creek to the east; the Saluda River to the south; and commercial businesses and Irmo Chapin Recreation Commission's Saluda Shoals Park East Entrance to the west. The Property is identified by the County of Lexington as Tax Map Serial Numbers 00279904001 and 00279904028. A legal description of the Property is attached to this Contract as Appendix A and a figure of the Site is attached as Appendix B.

**DEFINITIONS**

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them pursuant to CERCLA, the HWMA, and in regulations promulgated under these statutes.

A. "Honeywell" shall mean Honeywell International Inc., a Delaware corporation. Honeywell's principal place of business located in Morris Plains, New Jersey; and its mailing address is 115 Tabor

Road, Morris Plains, New Jersey 07950.

- B. "Contamination" shall mean impact by a Pollutant or Contaminant, Petroleum and Petroleum Product, or Hazardous Substance.
- 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. "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.
- G. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601,

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- et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- H. "Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site, which was subject to ownership, prospective ownership, or possessory or contractual interest of Honeywell as to TMS No. 0279904001, including the building and improvements leased by Lexington County, South Carolina, to Allied signal, Inc. by Lease Agreement, a memorandum of Lease Agreement dated July 22, 1997 recorded in Book 4255 at Page 263 TMS No. 00279904028.
- 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. Allied Chemical Corporation and its successors operated at the

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- facility from December 1941 until October 29, 2005.
- B. From August 1960 to December of 1962, Allied Chemical Corporation acquired from individuals and one non-related entity six parcels that now make up TMS numbers 02799-04-001 and TMS #002799-04-028.
  - C. In May of 1981, Allied Chemical Corporation changed its name to Allied Corporation (Allied).
  - D. Historically, the facility operator polymerized caprolactam into nylon 6 resin and then spun the resin into fiber. The facility also produced nylon chips, nylon fibers for carpets and textiles, and polymer chips. Various chemicals and by-products were used and generated during the manufacturing process thereby becoming part of the process waste stream. These chemicals/by-products were stored in onsite tanks and treated in the eleven (11) unlined lagoons at the facility. The lagoons were used to either store or treat the runoff, spills, and process waste. The general waste stream includes mostly caprolactam, titanium dioxide waste with supernatant, and runoff from the lactam yard. Sludge was separated from this effluent and stored in the former north and south lagoons.
  - E. Allied installed thirty monitoring wells as a site-wide voluntary groundwater investigation including the WWTP and lagoons. Groundwater samples were routinely collected from the WWTP groundwater monitoring well network from 1979 through 1996. Ammonia, nitrate and various metals were consistently detected within monitoring wells down-gradient of the lagoons. Ammonia and nitrate concentrations ranged from non-detect to 98 mg/L and 0.01 to 89 mg/L, respectively.
  - F. On March 2, 1982, Geraghty and Miller, Inc., on behalf of the operator, submitted a Groundwater Quality Report. Said report asserts that the constituents of concern were caprolactam, ammonia, nitrate, mercury, lead, chromium, arsenic, 1,1,1

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- trichloroethane, chloride, cyclohexylamine, and dowtherm. Elevated concentrations of iron, manganese and cyanide were also noted.
- G. In 1984, the north and south lagoons were closed out via breaking the dike between them. Both lagoons were scraped and residual sludge was mixed with "blend" material and placed in the south lagoon. The dike was repaired and the south lagoon was abandoned, graded, and seeded with grass.
  - H. In 1987, Allied Corporation merged into Allied-Signal Inc. In 1993, Allied-Signal Inc. changed its name to AlliedSignal Inc.
  - I. In 1999, AlliedSignal Inc. changed its name to Honeywell International Inc.
  - J. On February 25, 2003, Honeywell Nylon Inc. was incorporated in Delaware.
  - K. On December 18, 2003, in an inter-corporate transfer, Honeywell International Inc. transferred its right in the Property to Honeywell Nylon Inc.
  - L. On June 30, 2004, Honeywell Nylon Inc. was converted to Honeywell Nylon LLC, a Delaware limited liability company.
  - M. On October 29, 2005, Honeywell Nylon LLC transferred the Property to Shaw Industries Group, Inc., a Georgia corporation, pursuant to certain restrictions and covenants for use of the facility and such restrictions included prohibiting the consumption of the groundwater. Shaw currently polymerizes caprolactam into nylon 6 polymer. Shaw uses the onsite WWTP to process wastewaters from the production areas upstream before being discharged at Outfall #001. The WWTP is located approximately 345 yards northeast of the Saluda River.
  - N. In February and March of 2006, GeoSyntec on behalf of Shaw Industries performed a due diligence assessment at the Site. This assessment confirmed that soil and groundwater Contamination exists at the Site. The Contamination consists of volatile organic

*David Wilkin*

- compounds (VOCs), semi-volatile organic compounds (SVOCs), nitrate, ammonia, metals and polychlorinated biphenyl (PCBs).
- O. On May 23, 2006, the Department issued a release verification letter to Shaw regarding the areas of concern at the former lagoons, closed out sludge lagoons, western portion (warehousing building) of the Site, south-central portions of the manufacturing area, fuel tank area, and transformer area.
- P. Various assessments have been conducted at the Property by Honeywell. Based on these assessments, there are three areas of concern requiring further investigation, known as Area A, Area B and the Transformer Area, shown on Figure 1 attached hereto.
- Q. On June 30, 2014, the Department invited Honeywell to enter the Department's Voluntary Cleanup Program (VCP) in order to reach a CERCLA-quality cleanup at the Site and, on August 28, 2014, Honeywell voluntarily agreed to enter the VCP.
- R. Honeywell 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.
- S. As of April 1, 2017, the Department has incurred approximately twenty thousand, three hundred ninety-two dollars and forty-six cents (\$20,392.46) in Past Costs at the Site. The Department is aware that additional costs have been incurred and that this figure is based on information available to the Department and reserves its right to amend, change, and/or update this Past Costs figure.

### RESPONSE ACTIONS

3. Honeywell 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 (Work Plan) 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

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consulting firm, the analytical laboratory certified by the Department, and Honeywell's contact person for matters relating to this Contract. Honeywell will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify Honeywell in writing of any deficiencies in the Work Plan, and Honeywell 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 a Remedial Investigation (RI) to determine the source, nature, and extent of Contamination at the Site. The RI shall include the investigation of any data gaps in previous assessments of the Site. For Areas A and B on Figure 1 attached hereto, the AMEC Work Plan for Additional Environmental Consulting Services dated May 22, 2017, as approved by the Department by letter dated June 30, 2017, shall be deemed to be the RI Work Plan required by this Paragraph 3(A) of this Contract.
- B. Submit to the Department a RI Report (to include a Baseline Risk Assessment or other evaluation of risk to human health and the environment) in accordance with the schedule in the approved Work Plan. The RI Report shall summarize past investigations and include an updated conceptual site model based on the additional data collection. 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 Honeywell, and Honeywell 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 Honeywell a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from the Department, Honeywell shall submit a revised report addressing the Department's comments.

- C. If determined necessary by the Department, conduct a Feasibility Study (FS) to evaluate remedial alternatives for addressing Contamination at the Site. The FS shall be consistent with the technical intent of the National Contingency Plan. If determined necessary by the Department, conduct a treatability study on one or more alternatives.
- D. Honeywell shall request that the Plant owner give Honeywell prior notice of any extended or permanent Plant shutdown. Upon receiving notice of a plant shutdown of sufficient duration to assess and remediate the PCB contamination in the transformer areas, such contamination will be assessed and, if determined necessary, removed and properly disposed of. Honeywell shall submit to the Department a written report of the removal and document the proper disposal of the PCB contaminated materials.

4. Honeywell 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 Honeywell.

5. Honeywell 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 Honeywell pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter



SIGNATURE David Walker

thereafter, Honeywell 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 is required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if delivered by (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, (C) 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.

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

The Department: Jan C. Trent  
SC Department Health & Environmental Control  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201  
Email: trentjc@dhec.sc.gov

Honeywell: Prashant Gupta  
Honeywell International Inc.  
115 Tabor Road  
Morris Plains, NJ 07950  
Email: prashant.gupta@honeywell.com

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

David Wilkie

### **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. Honeywell 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, etc.).

### **RESPONSE COSTS**

9. Honeywell 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 twenty thousand, three hundred ninety-two dollars and forty-six cents (\$20,392.46) to reimburse estimated past response cost incurred by the Department through April 1, 2017 ("Past Costs") relating to the Site. Honeywell's payment for Past Costs should be submitted to:

The Department: Linda Jackson  
SC 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, Honeywell shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract occurring after December 16, 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:

THIS IS CERTIFIED AS A TRUE  
AND CORRECT COPY

SIGNATURE David Webb

Honeywell: Prashant Gupta  
Honeywell International Inc.  
115 Tabor Road  
Morris Plains, NJ 07950

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

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

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

**ACCESS**

10. The Department, its authorized officers, employees, representatives, and all other persons performing Response Actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). Honeywell shall provide a copy of this Contract to Shaw and the County of Lexington, who are the current owners of the Property, and to any lessee of which Honeywell has knowledge, or any successor to, or other transferee of the Property, and to any owner of other property that is included in the Site. If Honeywell is unable to obtain access from the Property owners, 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 Honeywell.

**RESTRICTIVE COVENANT**

11. If hazardous substances in excess of residential standards exist at the Property after Honeywell has completed the Response Actions required under this Contract, one or more covenants placing necessary and appropriate restrictions on use of the Property shall be executed and recorded. Upon the Department's approval of the items outlined therein, Honeywell shall be responsible for ensuring that the restrictive covenant(s) are entered into and signed by Shaw and the County of Lexington as the current owners of the Property, and by the Department, and witnessed, signed, and sealed by a notary public. Honeywell shall file the restrictive covenant(s) with the Register of Deeds in Lexington County. The signed covenant(s) shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department until the restrictive covenant(s), if required, is (are) executed and recorded. With the approval of the Department, the restrictive covenant(s) 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(s) would no longer be applicable. The Department may require Honeywell or subsequent owners of the Property to modify the restrictive covenant(s) if a significant change in law or circumstances requiring remediation occurs. Honeywell or the individual or entity responsible for compliance monitoring shall file an annual report with the Department by May 31st of each year detailing the current land uses and compliance with the restrictive covenant(s) for as long as the restrictive covenant(s) 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, Honeywell, 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

SIGNATURE David Wilkin

its liability to the State for some or all of a Response Action in this administrative settlement, Honeywell 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 or 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.

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

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

Once the Department determines that Honeywell 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 Honeywell a Certificate of Completion that provides a covenant not to sue to Honeywell, its signatories, parents, subsidiaries, successors and assigns for the work done in completing the Response Actions specifically covered

SIGNATURE David Wilkin

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 Honeywell successfully and completely complied with the Contract.

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

SIGNATURE David Wilkie

**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: 1/5/18

Clair H.P.  
Reviewed by Office of General Counsel

DATE: 1/2/2018

**HONEYWELL INTERNATIONAL INC.**

John J. Morris  
Signature

DATE: 10/12/17

John J. Morris Global Remediation Director  
Printed Name and Title



SIGNATURE David Wilkin

**APPENDIX A**

**Legal Description of the Property**

County of Lexington

Tax Map Serial Numbers 002799-04-001 and 002799-04-028

All that certain piece, parcel or tract of land, with improvements thereon, lying and being in the County of Lexington, State of South Carolina, containing 450.27 acres referenced as Parcel 1, also 2.20 acres referenced as Parcel 2, also 1.35 acres referenced as Parcel 3 and also .40 acres referenced as Parcel 4, as shown on plat by J. Donald Rawls, Jr., SCPLS No. 13517 of Cox and Dinkins, Inc. prepared for Honeywell International, Inc. and containing a total of 10 sheets, dated December 16, 2003, and recorded in the Office of the Register of Deeds for Lexington County in Plat Book 8945, at page(s) 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52 on January 5, 2004, also shown on plat by Cox and Dinkins, Inc. prepared for Honeywell Nylon LLC and containing a total of 10 sheets, dated September 9, 2005 and last revised September 23, 2005 and being more particularly described by reference to said plat as follows:

**LAND DESCRIPTION - PARCEL 1**

Beginning at intersection of the Southern Right-of-Way of St. Andrews Road (S-32-36) and the Western Right-of-Way of C.N. AND L. Railroad at a 1/2" Rebar (o), this being the POINT OF BEGINNING 1 (P.O.B. 1); thence turning and running S 45°04'33" E along the Western Right-of-Way of C.N. AND L. Railroad for a distance of 1107.45 feet to a 5/8" Rebar w/ cap (o); thence turning and running along Property of Now or Formerly South Carolina Electric & Gas Co. for the following bearings and distances: S 20°20'18" W for a distance of 52.08 feet to a 1/2" Rebar (o); thence turning and running S 26°41'49" W for a distance of 147.52 feet to a 5/8" Rebar (o); thence turning and running S02°31'57" W for a distance of 152.89 feet to a 2" Pipe (o); thence turning and running S 35°17'49" E for a distance of 124.83 feet to a 2" Pipe (o); thence turning and running S 00°41'20" E for a distance of 129.37 feet to a 2" Pipe (o); thence turning and running S 27°52'02" W for a distance of 107.44 feet to a 2" Pipe (o); thence turning and running S 06°00'11" E for a distance of 116.31 feet to a 2" Pipe (o); thence turning and running S 44°31'50" E for a distance of 117.22 feet to a 2" Pipe (o); thence turning and running S 16°50'26" E for a distance of 139.85 feet to a 2" Pipe (o); thence turning and running S 09°09'23" W for a distance of 160.24 feet to a 2" Pipe (o); thence turning and running S 04°25'47" E for a distance of 128.23 feet to a 2" Pipe (o); thence turning and running S 08°14'21" W for a distance of 137.66 feet to a 2-1/2" Pipe (o); thence turning and running S 05°34'18" W for a distance of 129.73 feet to a 5/8" Rebar w/ cap (o); thence turning and running S 06°26'11" E for a distance of 97.62 feet to a 5/8" Rebar w/ cap (o); thence turning and running S 22°09'17" E for a distance of 97.23 feet to a 5/8" Rebar w/ cap (o); thence turning and running S 14°02'10" E for a distance of 165.70 feet to a 1-1/2" Pinch top (o); thence turning and running S 00°51'25" W for a distance of 198.81 feet to a 1-1/2" Pinch top (o); thence turning and running along Property of Now

*David Wick*

or Formerly Pineglen Subdivision for the following bearings and distances: S 32°44'13" E for a distance of 103.15 feet to a 2-1/2" Pipe (o); thence turning and running S 36°44'49" E for a distance of 146.26 feet to a 2" Pipe (o); thence turning and running S 28°02'05" E for a distance of 198.12 feet to a 1-1/4" Pipe (o); thence turning and running S 45°31'21" E for a distance of 160.83 feet to a 1-1/4" Pinch top (o); thence turning and running S21°52'53"E for a distance of 179.03 feet to a 5/8" Rebar with cap (o); thence turning and running S 18°52'02" E for a distance of 189.55 feet to a 3" Pipe (o); thence turning and running along Property of Now or Formerly Pineglen Subdivision and Property of Now or Formerly Irmo-Chapin Recreation Commission for the following bearings and distances: S 03°06'40" W for a distance of 173.17 feet to a 2-1/2" Pipe (o); thence turning and running along the Property of Now or Formerly of Irmo-Chapin Recreation Commission, S 50°48'06" E for a distance of 346.45 feet to a 2-1/2" Pipe (o); thence turning and running along the Property of Now or Formerly Irmo-Chapin Recreation Commission, S 60°31'06" E for a distance of 242.55 feet to a 2-1/2" Pipe (o); thence turning and running along the Property of Now or Formerly Irmo-Chapin Recreation Commission and the Property of Now or Formerly South Carolina Electric & Gas Co., S 14°43'01" E for a distance of 1216.38 feet to a 5/8" Rebar w/ cap (o); thence turning and running along the Property of Now or Formerly South Carolina Electric & Gas Co. S 14°00'35" E for a distance of 288.03 feet to a 2" Pipe (a); thence turning and running along the Property of Now or Formerly South Carolina Electric & Gas Co., S 14°00'35" E for a distance of 18.00 feet to a 1/2" Rebar (o); thence turning and running along the High Water Mark of the Saluda River (A Navigable Waterway) for the following bearings and distances: N 77°24'44" W for a distance of 56.38 feet to a 1/2" Rebar (o); thence turning and running N74°11'49" W for a distance of 321.42 feet to a 1/2" Rebar (o); thence turning and running N 72°34'00" W for a distance of 98.05 feet to a 1/2" Rebar (o); thence turning and running N 69°59'00" W for a distance of 237.43 feet to a 1/2" Rebar (o); thence turning and running N34°02'42" W for a distance of 24.58 feet to a 1/2" Rebar (o); thence turning and running N 75°28'18" W for a distance of 71.73 feet to a 1/2" Rebar (o); thence turning and running N 68°15'52" W for a distance of 216.69 feet to a 1/2" Rebar (o) thence turning and running N 66°44'01" W for a distance of 167.16 feet to a 1/2" Rebar (o); thence turning and running N 71°10'07" W for a distance of 241.37 feet to a 1/2" Rebar (o); thence turning and running N 71°32'20" W for a distance of 285.71 feet to a 1/2" Rebar (o); thence turning and running N 72°48'56" W for a distance of 120.29 feet to a 1/2" Rebar (o); thence turning and running N 67°14'18" W for a distance of 79.78 feet to a 1/2" Rebar (a); thence turning and running N 71°22'01" W for a distance of 162.45 feet to a 1/2" Rebar (o); thence turning and running N 65°40'10" W for a distance of 194.23 feet to a 1/2" Rebar (o); thence turning and running N 67°02'30" W for a distance of 163.48 feet to a 1/2" Rebar (o); thence turning and running N 60°47'54" W for a distance of 358.58 feet to a 1/2" Rebar (o); thence turning and running N56°28'04" W for a distance of 221.83 feet to a 1/2" Rebar (o); thence turning and running N 55°32'11" W for a distance of 137.22 feet to a 1/2" Rebar (o); thence turning and running N 53°06'42" W for a distance of 313.62 feet to a 1/2" Rebar (o); thence turning and running N56°45'50" W for a distance of 40.45 feet to a 1/2" Rebar (o); thence turning and running N 55°57'29" W for a distance of 62.69 feet to a 1/2" Rebar (o); thence turning and running N 55°39'30" W for a distance of 168.97 feet to a 1/2" Rebar (o); thence turning and running N 51°53'12" W

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for a distance of 167.35 feet to a 1/2" Rebar (o); thence turning and running N 45°32'43" W for a distance of 210.49 feet to a 1/2" Rebar (o); thence turning and running N 38°33'45" W for a distance of 280.72 feet to a 1/2" Rebar (o); thence turning and running N 39°04'54" W for a distance of 220.95 feet to a 1/2" Rebar (o); thence turning and running N 38°02'36" W for a distance of 149.37 feet to a 1/2" Rebar (o); thence turning and running N 40°35'35" W for a distance of 132.44 feet to a 1/2" Rebar (o); thence turning and running N 37°09'39" W for a distance of 157.35 feet to a 1/2" Rebar (o); thence turning and running N 37°13'03" W for a distance of 235.64 feet to a 1/2" Rebar (o); thence turning and running N 39°52'45" W for a distance of 107.34 feet to a 1/2" Rebar (o); thence turning and running N 37°52'55" W for a distance of 134.75 feet to a 1/2" Rebar (o); thence turning and running N 34°06'20" W for a distance of 198.23 feet to a 1/2" Rebar (o); thence turning and running N 35°18'28" W for a distance of 227.01 feet to a 1/2" Rebar (o); thence turning and running N 40°01'45" W for a distance of 161.01 feet to a 1/2" Rebar (o); thence turning and running N 42°46'50" W for a distance of 137.81 feet to a 1/2" Rebar (o); thence turning and running N 36°38'41" W for a distance of 161.86 feet to a 1/2" Rebar (o); thence turning and running N 29°33'03" W for a distance of 121.16 feet to a 1/2" Rebar (o); thence turning and running N 43°09'11" W for a distance of 211.39 feet to a 1/2" Rebar (o); thence turning and running N 57°54'28" W for a distance of 50.71 feet to a 1/2" Rebar (o); thence turning and running along the Property of Now or Formerly Irmo Chapin Recreation Commission. for the following bearings and distances: N 19°57'03" E for a distance of 937.87 feet to a Conc. mon. (o); thence turning and running N 22°05'58" E for a distance of 332.10 feet to a Conc. mon. (o); thence turning and running N 73°15'47" W for a distance of 571.84 feet to a Conc. mon. (o); thence turning and running N 14°22'37" E for a distance of 708.49 feet to a Conc. mon. (o); thence turning and running along the property now or formerly BC Components, Inc. N 13°24'26" E for a distance of 636.33 feet to a 1/2" Rebar (o); thence turning and running along the Property of Now or Formerly Irmo Fire District, S 76°29'13" E for a distance of 47.54 feet to a 1/2" Rebar (o); thence turning and running along the Property of Now or Formerly Irmo Fire District, N 37.14'28" E for a distance of 643.48 feet to a 1/2" Rebar (o); thence turning and running along the Property of Now or Formerly Irmo Fire District and the Property of Now or Formerly HR Developers, LLC, in a curved line of length 271.65' feet (curve of radius 593.30 feet, chord bearing of N 44°46'08" E, chord distance of 269.28 feet) to a 1/2" Rebar (o); thence turning and running along the Property of Now or Formerly HR Developers, LLC in a curved line of length 208.86' feet (curve of radius 1519.40 feet, chord bearing of N 65°32'59" E, chord distance of 208.70 feet) to a 1/2" Rebar (o); thence turning and running along the Property Now or Formerly HR Developers, LLC, in a curved line of length 167.98' feet (curve of radius 347.20 feet, chord bearing of N 59°17'07" E, chord distance of 166.35 feet) to a 1/2" Rebar (o); thence turning and running along the Property of Now or Formerly HR Developers, LLC, N 47°22'43" E for a distance of 60.31 feet to an "X" on conc. (o); thence turning and running along the Southern Right-of-Way of St. Andrews Road (S-32-36), S 42°37'35" E for a distance of 50.02 feet to a "X" on conc (o); thence turning and running along the Southern Right-of-Way of St. Andrews Road (S-32-36) S 42°41'28"E for a distance of 2066.67 feet to a 5/8 Rebar w/ cap (o) thence turning and running along the Southern Right of Way of St. Andrews Road (S-32-36) in a curved line of length 296.73' feet

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(curve of radius 612.96 feet, chord bearing of S 56°32'33" E, chord distance of 293.84 feet) to a 5/8" Rebar w/ cap (o); thence turning and running along the Southern Right-of-Way of St. Andrews Road (S-32-36) in a curved line of length 184.94' feet (curve of radius 605.96 feet, chord bearing of S 76°21'20" E, chord distance of 184.22 feet) to a 1/2" Rebar (o); thence turning and running along the Southern Right-of-Way of St. Andrews Road (S-32-36), S 85°06'00" E for a distance of 19.08 feet to a 1/2" Rebar (a), the POINT OF BEGINNING 1 (P.O.B.1).

#### LAND DESCRIPTION - PARCEL 2

Beginning at Intersection of the Southern Right-of-Way of St. Andrews Road (S-32-36) and the Eastern Right-of-Way of C.N. AND L. Railroad at a 1/2" Rebar (o), this being the POINT OF BEGINNING 2 (P.O.B. 2); thence turning and running along the Southern Right-of-Way of St. Andrews Road (S-32-36) in a curved line of length 200.59 feet (curve of radius 1876.86 feet, chord bearing of S 79°45'39" E, chord distance of 200.50 feet) to a 5/8" Rebar w/ cap (o); thence turning and running along the Southern Right-of-Way of St. Andrews Road (S-32-36) in a curved line of length 229.28 feet (curve of radius 1869.86 feet, chord bearing of S 71°43'25" E, chord distance of 229.14 feet) to a 5/8" Rebar w/ cap (o); thence turning and running along the Southern Right-of-Way of St. Andrews Road (S-32-36), S 68°10'49" E for a distance of 154.90 feet to a 1/2" Rebar (o); thence turning and running along the Property of Now or Formerly Michael J. Mungo & M. J. Mungo Co. Inc., S 21°49'56" W for a distance of 301.80 feet to a 3" Pipe (o); thence turning and running along the Eastern Right-of-Way of CN. AND L. Railroad, N 45°04'43" W for a distance of 630.51 feet to a V2" Rebar (o), the POINT OF BEGINNING 2 (P.O.B. 2).

#### LAND DESCRIPTION - PARCEL 3

Beginning at Intersection of the Northern Right-of-Way of St. Andrews Road (S-32-36) and the Western Right-of-Way of C.N. AND L. Railroad at a 5/8" Rebar w/ cap (o), this being the POINT OF BEGINNING 3 (P.O.B. 3); thence turning and running along the Northern Right-of-Way of St. Andrews Road (S-32-36) in a curved line of length 330.74 feet (curve of radius 532.96 feet, chord bearing of N 60°27'51" W, chord distance of 325.46 feet) to a 5/8" Rebar w/ cap (o); thence turning and running along the Northern Right-of-Way of St. Andrews Road (S-32-36), N 42°41'38" W for a distance of 516.82 feet to a 5/8" Rebar w/ cap (o); thence turning and running along the Property of Now or Formerly R.J.M. Co., Inc. of Columbia, N 25°43'35" E for a distance of 69.46 feet to a 5/8" Rebar w/ cap (o); thence turning and running along the Western Right-of-Way of C.N. AND L. Railroad S 44°45'13" E for a distance of 115.63 feet to a 5/8" Rebar w/ cap (o); thence turning and running along the Western Right-of-Way of C.N. AND L. Railroad, S 45°04'17" E for a distance of 737.37 feet to a 5/8" Rebar w/ cap (o), the POINT OF BEGINNING 3 (P.O.B. 3).

#### LAND DESCRIPTION - PARCEL 4

Beginning at Intersection of the Northern Right-of-Way of St. Andrews Road (S-32-36)

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*David Wilk*

and the Western Right-of-Way of C.N. AND L. Railroad at a 5/8" Rebar w/ cap (o); thence turning and running along the Northern Right-of-Way of St. Andrews Road (S-32-36) in a curved line of length 330.74 feet (curve of radius 532.96 feet, chord bearing of N 60°27'51" W, chord distance of 325.46 feet) to a 5/8" Rebar w/ cap (o); thence turning and running along the Northern Right-of-Way of St. Andrews Road (S-32-36), N 42°41'38" W for a distance of 516.82 feet to a 5/8" Rebar w/cap (o); thence turning and running along the Northern Right-of-Way of St. Andrews Road (S-32-36), N 42°40'07" W for a distance of 255.85 feet to a 5/8" Rebar w/ cap (o), this being the POINT OF BEGINNING 4 (P.O.B. 4); thence turning and running along the Northern Right-of-Way of St. Andrews Road (S-32-36), N 42°41'30" W for a distance of 647.12 feet to a 5/8" Rebar w/ cap (o); thence turning and running along the Property of Now or Formerly Kenneth M. Shuler, S 49°57'24" E for a distance of 33.16 feet to a 2" Pipe (o); thence turning and running along the Property of Now or Formerly Kenneth M. Shuler, S 49°55'00" E for a distance of 396.11 feet to a 3" Pipe (o); thence turning and running along the Property of Now or Formerly R.J.M. Co., Inc. of Columbia, S 28°58'29" E for a distance of 227.77 feet to a 5/8" Rebar w/ cap (o), the POINT OF BEGINNING 4 (P.O.B. 4).

LESS AND EXCEPT All improvements thereon, situate, lying and being in the State of South Carolina, County of Lexington, being shown and designated as ZIP IV C & D Building on a plat prepared for AlliedSignal Corporation-Fibers Division by Survey & Mapping Services, Inc., dated June 12, 1997, and recorded in the Office of Lexington County ROD in Record Book 4255, Page 261.

Also being shown and designated as ZIP IV C & D Building on a plat prepared for Honeywell Nylon LLC by Cox and Dinkins, Inc., dated September 9, 2005, last revised September 23, 2005 and being more particularly described by reference to said plat as follows: Beginning at the northwestern part of the property where a certain 50 foot SCE&G Gasoline Right of Way delineated as a gasoline right of way crosses St. Andrews Road.; then proceeding approximately 275 feet South of St. Andrews Road where the ZIP IV C & D Building is designated. The western portion of the building is located within the 50 foot SCE & G Right of Way and the eastern side of the building is bordered by the Party Wall Easements, all as more specifically designated in the above referenced survey.

Together with a leasehold estate in the building and improvements shown as the "New Zip IV C&D Building" on a plat dated June 12, 1997 by Survey & Mapping Services of South Carolina, Inc. recorded in book 4255 at Page 261 and being more particularly shown on Sheet 9 of a plat by J. Donald Rawls, Jr. SCPLS No. 13517 of Cox and Dinkins, Inc. prepared for Honeywell Nylon LLC by Cox and Dinkins, Inc., dated September 9, 2005, last revised September 23, 2005.

Said building and improvements having been leased by Lexington County, South Carolina, to Allied signal, Inc. by Lease Agreement, a memorandum of Lease Agreement dated July 22, 1997 recorded in Book 4255 at Page 263, thereby assigned by that certain Assignment of Certain Interests of Honeywell International Inc. in Pilot Lease Agreement, Inducement Agreement and Milage Rate Agreement and

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AND CORRECT COPY

SIGNATURE David Wilk

Memorandum of Lease Agreement to Honeywell Nylon Inc. dated January 1, 2004 and recorded on January 5, 2004 in Book 8945 at Page 60 and thereby amended by that certain Amendment to Memorandum of Lease Agreement dated January 1, 2004 and recorded on January 5, 2004 in Book 8945 at page 69 in the Office of the Lexington County Register of Deeds and thereby amended by that certain Second Amendment to Memorandum of Lease Agreement and consent, dated June 30, 2004 in Book 9542, Page 247 in the Office of the Lexington County Register of Deeds and thereby amended by that "Amendment to, and Assignment of certain Interests of Honeywell Nylon LLC in, the FILOT Lease Agreement, Inducement Agreement and Milage Rate Agreement, and Memorandum of Lease Agreement, dated October 29, 2005 and recorded October 31, 2005 in Book 10185 Page 207 in the Office of Lexington County Register of Deeds.

THIS IS CERTIFIED AS A TRUE AND CORRECT COPY -

SIGNATURE David Walker

**APPENDIX B**  
**Descriptive Figure of the Site**

