

Df-2001-9041

IN THE MATTER OF: )  
 )  
 Divex, Inc. Superfund Site )  
 Columbia, Richland County, )  
 South Carolina )  
 )  
 Aiken County, South Carolina, Public Schools )  
 Berkeley County, South Carolina, School District )  
 Anderson County, South Carolina, )  
 School District Five )  
 The Boeing Company, )  
 IT Corporation, OHM Remediation Services Corp., )  
 Kewanee Industries, Inc., )  
 Lancaster Synthesis, Inc. )  
 Medical University of South Carolina, )  
 South Carolina Department of Health and )  
 Environmental Control )  
 Wackenhut Services )  
 SETTLING PARTIES )  
 )  
 )  
 )

AGREEMENT FOR RECOVERY  
 OF PAST RESPONSE COSTS  
 U.S. EPA Region 4  
 CERCLA Docket No. 01-28-C

PROCEEDING UNDER SECTION  
 122(h)(1) OF CERCLA  
 42 U.S.C. § 9622(h)(1)

SCD 980710644  
 SC0001093475

**I. JURISDICTION**

1. This Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D. Authority to exercise concurrence, to consult or to receive notice has been further delegated to the Director of the Office of Waste Programs Enforcement by EPA Regional Delegation No. R-14-14-D. Due to a recent reorganization within EPA Region 4, the Waste Programs Branch is now referred to as the CERCLA Program Services Branch.

2. This Agreement is made and entered into by EPA and Aiken County, South Carolina, Public Schools; Anderson County, South Carolina, School District Five; Berkeley County, South Carolina, School District; The Boeing Company; IT Corporation, OHM Remediation Services Corp.; Kewanee Industries, Inc.; Lancaster Syntesis, Inc.; Medical University of South Carolina; South Carolina Department of Health and Environmental Control; and Wackenhut Services (collectively referred to as the "Settling Parties"). Each Settling Party consents to and will not contest EPA's jurisdiction to enter into this Agreement or to implement or enforce its terms.

## **II. BACKGROUND**

3. This Agreement concerns the Divex, Inc. Superfund Site ("Site") located in Columbia, Richland County, South Carolina. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9). From the early 1980's until 1993, Divex, Inc. was engaged in numerous environmentally-related services: hazardous waste transportation, underground storage tank removal, explosive and demolition work, and cylinder cleaning and disposal. In addition, Divex, Inc. entered into numerous contracts for testing, development and disposal of various experimental chemicals and explosives. Divex, Inc. operated three different parcels of property in various locations in and around Columbia, South Carolina, which were collectively known as the Site. In the spring of 1993, Divex, Inc. filed for bankruptcy. On September 6, 1993, Divex, Inc.'s primary owner and operator, Mr. Jack Sutherland, was killed in a chemical explosion while mixing highly reactive materials at the manufacturing facility located on Montgomery Road. The explosion caused a release of explosives, acid and other chemical intermediaries into the environment. Shortly thereafter, Divex, Inc. ceased operating. Approximately 400 compressed gas cylinders, 90,000 pounds of explosives, and numerous containers of chemicals were abandoned at the Site.

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, as follows:

a. The emergency removal action began in October 1993. The initial emergency removal efforts involved the categorization, stabilization, treatment and disposal of substantial volumes of explosive, flammable, reactive and toxic substances, as well as listed hazardous substances. The removal was conducted with the cooperation of numerous state and federal agencies.

b. On December 18, 1995, the South Carolina Department of Health and Environmental Control (SCDHEC) performed a Preliminary Assessment/ Site Investigation (PA/SI) on the Lawand Drive parcel. On September 26, 1996, EPA designated the Lawand Drive parcel as No Further Remedial Action Planned (NFRAP).

c. A subsequent phase of the removal involved Site assessment and sampling in an effort to locate any buried explosives or hazardous materials at the Montgomery Road location.

d. On December 30, 1997, SCDHEC, at the request of EPA, conducted a PA/SI at the Montgomery Road location to evaluate the need for further response action. On May 20, 1999, EPA determined that further remedial site assessment under CERCLA was not required and formally designated the Montgomery Road as NFRAP.

5. In performing response actions at the Site, EPA has incurred response costs at or in connection with the Site.

6. EPA alleges that Settling Parties are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

7. EPA and Settling Parties desire to resolve Settling Parties' alleged civil liability for Past Response Costs without litigation and without the admission or adjudication of any issue of fact or law.

### **III. PARTIES BOUND**

8. This Agreement shall be binding upon EPA and upon Settling Parties and their successors and assigns. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Party's responsibilities under this Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to bind legally the party represented by him or her.

### **IV. DEFINITIONS**

9. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

b. "Agreement" shall mean this Agreement and any attached appendices. In the event of conflict between this Agreement and any appendix, the Agreement shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

e. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

f. "Paragraph" shall mean a portion of this Agreement identified by an arabic numeral or a lower case letter.

g. "Parties" shall mean EPA and the Settling Parties.

h. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or the U.S. Department of Justice on behalf of EPA has paid at or in connection with the Site through January 24, 2001, plus accrued Interest on all such costs through such date.

i. "Section" shall mean a portion of this Agreement identified by a roman numeral.

j. "Settling Parties" shall mean Aiken County, South Carolina, Public Schools; Anderson County, South Carolina, School District Five; Berkeley County, South Carolina, School District; The Boeing Company; IT Corporation, OHM Remediation Services Corp.; Kewanee Industries, Inc.; Lancaster Synthesis, Inc.; Medical University of South Carolina; South Carolina Department of Health and Environmental Control; and Wackenhut Services.

k. "Site" shall mean the Divex, Inc. Superfund Site, consisting of three separate parcels of land in Richland County, South Carolina: (1) a ½ acre parcel located at 123 and 131 Lawand Drive, off Bush River Road near downtown Columbia, which was the location of an office/laboratory; (2) a 20 acre parcel located at Route 1 and Montgomery Road, seven miles north of Interstate 20 in Columbia, which was the location of the manufacturing facility; and (3) a ½ acre cleared portion of a 17 acre wooded tract, located on Monticello Road, five miles north of Interstate 20 in Columbia, which was the location of a warehouse. These three parcels are depicted more clearly on the maps attached as Appendix A.

l. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

#### **V. REIMBURSEMENT OF RESPONSE COSTS**

10. Within 45 days of the effective date of this Agreement, each Settling Party shall pay to the EPA Hazardous Substance Superfund its respective amount set forth in Appendix B to this Agreement, in reimbursement of Past Response Costs.

11. Each payment shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check shall reference the name and address of the party making payment, the Site name, the EPA Region and Site Spill ID Number 04D0, and the EPA docket number for this action, and shall be sent to:

U.S. Environmental Protection Agency Region 4  
Superfund Accounting  
P.O. Box 100142  
Atlanta, Georgia  
Attn: Collection Officer for Superfund

12. At the time of payment, each Settling Party shall send notice that such payment has been made to:

Paula Batchelor  
Program Services Branch  
Waste Management Division  
U.S. EPA, Region 4  
61 Forsyth Street, S.W.  
Atlanta, Georgia 30303

Bryan M. Myers  
Assistant Regional Counsel  
Environmental Accountability Division  
U.S. EPA, Region 4  
61 Forsyth Street, S.W.  
Atlanta, Georgia 30303

#### **VI. FAILURE TO COMPLY WITH AGREEMENT**

13. In the event that any payment required by Paragraph 10 is not made when due, Interest shall accrue on the unpaid balance commencing on the effective date of this Agreement through the date of payment.

14. In addition to the Interest payments required by this Section and any other remedies or sanctions available to the EPA by virtue of Settling Parties' failure to comply with the requirements of the Agreement, any Settling Party who fails or refuses to comply with any term or condition of this Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Agreement, the Settling Party for which the action is brought shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

#### **VII. COVENANT NOT TO SUE BY EPA**

15. Except as specifically provided in Paragraph 16 (Reservations of Rights by EPA), EPA covenants not to sue Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant shall take effect separately for each Settling Party upon receipt by EPA of its respective specified amount in Appendix B as required by Section V (Reimbursement of Response Costs) and Section VI, Paragraph 13 (Interest on Late Payments). This covenant not to sue is conditioned upon the satisfactory performance by Settling Parties of their obligations under this Agreement. This covenant not to sue extends only to Settling Parties and does not extend to any other person.

### **VIII. RESERVATIONS OF RIGHTS BY EPA**

16. The covenant not to sue by EPA set forth in Paragraph 15 does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Agreement is without prejudice to, all rights against Settling Parties with respect to all other matters, including but not limited to:

- a. liability for failure of Settling Parties to meet a requirement of this Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

17. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Agreement.

### **IX. COVENANT NOT TO SUE BY SETTLING PARTIES**

18. Settling Parties agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Site or this Agreement, including but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claims arising out of the response actions at the Site for which the Past Response Costs were incurred; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

19. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

20. The Settling Parties agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution where the person's liability to Settling Parties with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if the materials contributed by such person to the Site containing hazardous substances did not exceed any of the following: (i) 55 gallons of liquid materials or (ii) 22 pounds of solid materials, or (iii) 1 pound of gaseous materials. This waiver shall not apply to any claim or cause of action against any person meeting the above criteria if EPA has determined that the materials contributed to the Site by such person contributed or could contribute significantly to the costs of response at the Site.

#### **X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

21. Nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. EPA and Settling Parties each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

22. EPA and Settling Parties agree that the actions undertaken by Settling Parties in accordance with this Agreement do not constitute an admission of any liability by any Settling Party. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or allegations contained in Section II of this Agreement.

23. The Parties agree that Settling Parties are entitled, as of the effective date of this Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are Past Response Costs.

24. Each Settling Party agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement, it will notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Party also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Agreement, it will notify EPA in writing within 10 days of service of the complaint or claim upon it. In

addition, each Settling Party shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Agreement.

25. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue by EPA set forth in Paragraph 15.

#### **XI. RETENTION OF RECORDS**

26. Until three (3) years after the effective date of this Agreement, each Settling Party shall preserve and retain all records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

27. After the conclusion of the document retention period in the preceding paragraph, Settling Parties shall notify EPA at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA, Settling Parties shall deliver any such records or documents to EPA. Settling Parties may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Parties assert such a privilege, they shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other judicial or administrative settlement with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to EPA in redacted form to mask the privileged information only. Settling Parties shall retain all records and documents that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Parties' favor.

28. By signing this Agreement, each Settling Party certifies individually that, to the best of its knowledge and belief, it has:



a. is not aware of any information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant or contaminant at or in connection with the Site, that it has not released to EPA;

b. has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site, after notification of potential liability or the filing of a suit against the Settling Party regarding the Site; and

c. has fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

## **XII. NOTICES AND SUBMISSIONS**

29. Whenever, under the terms of this Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Agreement with respect to EPA and Settling Parties.

### **As to EPA:**

Bryan M. Myers  
Assistant Regional Counsel  
Environmental Accountability Division  
U.S. EPA Region 4  
61 Forsyth St., S.W.  
Atlanta, Georgia 30303

Fernando Rivera  
Enforcement Project Manager  
U.S. EPA Region 4  
61 Forsyth Street, S.W.  
Atlanta, Georgia 30303

As to Settling Parties:

Aiken County Public Schools  
1000 Brookhaven Drive  
Aiken, South Carolina 29803  
Attn: William H. Burkhalter, Jr., Esq.

Anderson County School District Five  
Doyle & O'Rourke  
812 W. Whitner Street  
Anderson, South Carolina 29622  
Attn: J. Victor McDade, Esq.

Berkeley County School District  
209 E. Main Street  
Moncks Corner, South Carolina 29461  
Attn: John B. Williams

The Boeing Company  
2201 Seal Beach Boulevard  
Seal Beach, CA 90740-5603  
Attn: David Cohen

IT Corporation  
OHM Remediation Services Corp.  
c/o Heidi Hughes Bumpers  
Jones, Day, Reavis & Pogue  
51 Louisiana Avenue, NW  
Washington, DC 20001-2113

Kewanee Industries, Inc.  
The Chevron Companies  
1301 McKinney, Room 2206  
Houston, TX 77010  
Attn: Richard T. Hughes, Sr. Counsel

Lancaster Synthesis, Inc.  
c/o Peter J. McGrath  
Moore & Van Allen, PLLC  
Nations Bank Corporate Center  
100 North Tryon Street, Floor 27  
Charlotte, NC 28202-4003

Medical University of South Carolina  
171 Ashley Avenue  
Charleston, SC 29425  
Attn: Wayne Brannon, Director  
University Risk Management

South Carolina Department of Health  
and Environmental Control  
2600 Bull Street  
Columbia, SC 29201  
Attn: Jessie King

Wackenhut Services, Inc.  
c/o John W. Davidson  
Nexsen, Pruet, Jacobs & Pollard, LLP  
1441 Main Street, Suite 1500  
Columbia, SC 29201

### **XIII. INTEGRATION/APPENDICES**

30. This Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Agreement. The following appendices are attached to and incorporated into this Agreement:

Appendix A is a map of the Site.

Appendix B is list of each Settling Party's settlement amount.

### **XIV. PUBLIC COMMENT**

31. This Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

**XV. ATTORNEY GENERAL APPROVAL**

32. The Attorney General or his/her designee has approved the settlement embodied in this Agreement in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1).

**XVI. EFFECTIVE DATE**

33. The effective date of this Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 31 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Agreement.

IT IS SO AGREED:

U.S. Environmental Protection Agency

By: 

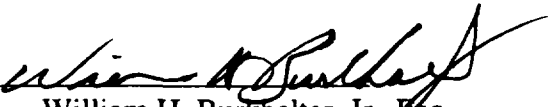
Franklin Hill

Chief, CERCLA Program Services Branch

  
Date

The undersigned Settling Party enters into this Agreement on the matter relating to Divex, Inc. Superfund Site located in Richland County, South Carolina:

FOR SETTLING PARTY: Aiken County Public Schools  
1000 Brookhaven Drive  
Aiken, South Carolina 29803

By:   
William H. Burkhalter, Jr., Esq.

4-2-01  
Date

The undersigned Settling Party enters into this Agreement on the matter relating to Divex, Inc. Superfund Site located in Richland County, South Carolina:

FOR SETTLING PARTY: Anderson County School District Five  
P.O. Box 439  
Anderson, South Carolina 29622

By: Betty Bagley  
Betty Bagley

4-2-01  
Date

The undersigned Settling Party enters into this Agreement on the matter relating to Divex, Inc. Superfund Site located in Richland County, South Carolina:

FOR SETTLING PARTY: Berkeley County School District

P.O. Box 608, Moncks Corner, S.C.  
Address 29461

By: Kenneth E Coffey . MARCH 28, 2001  
Name Date

Printed Name: Kenneth E. Coffey

The undersigned Settling Party enters into this Agreement on the matter relating to Divex, Inc. Superfund Site located in Richland County, South Carolina:

FOR SETTLING PARTY: The Boeing Company  
2201 Seal Beach Blvd.  
Seal Beach, California 90740

By: David Cohen                      4/4/01  
Date

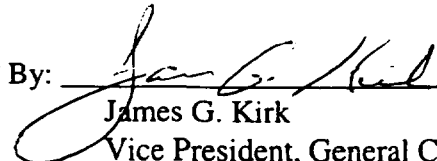
Printed Name: David Cohen





The undersigned Settling Party enters into this Agreement on the matter relating to Divex, Inc. Superfund Site located in Richland County, South Carolina:

FOR SETTLING PARTY: IT Corporation  
OHM Remediation Services Corp.  
2790 Mosside Boulevard  
Monroeville, PA 15146-2792

By:   
James G. Kirk  
Vice President, General Counsel  
IT Group

March 28, 2001  
Date

01 11:08

The undersigned Settling Party enters into this Agreement on the matter relating to Divex, Inc. Superfund Site located in Richland County, South Carolina:

FOR SETTLING PARTY: Kewanee Industries, Inc.  
The Chevron Companies  
1301 McKinney, Room 2206  
Houston, Texas 77010

By: Mark P. Stella

MARCH 27, 2001

Date

Printed Name: MARK P. STELLA

The undersigned Settling Party enters into this Agreement on the matter relating to Divex, Inc. Superfund Site located in Richland County, South Carolina:

FOR SETTLING PARTY: Medical University of South Carolina  
171 Ashley Avenue  
Charleston, South Carolina 29425

By: Joseph C. Good, Jr. 3-26-01  
Joseph C. Good, Jr. Date

By: John C. Sutusky 3/29/01  
John C. Sutusky Date  
Vice President for Finance  
and Administration

OFFICE OF THE GENERAL COUNSEL  
MUSC

APPROVED AS TO LEGALITY

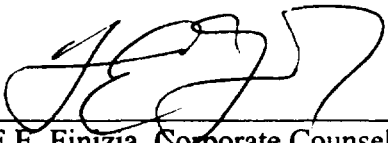
AND FORM

By: L. Hutton

Date: 3-28-01

The undersigned Settling Party enters into this Agreement on the matter relating to Divex, Inc. Superfund Site located in Richland County, South Carolina:

FOR SETTLING PARTY: Wackenhut Services, Incorporated  
4200 Wackenhut Dr., #100  
Palm Beach Gardens, FL. 33410

By:   
\_\_\_\_\_  
F.E. Finizia, Corporate Counsel and  
Assistant Secretary

Date: 3/28/01

The undersigned Settling Party enters into this Agreement on the matter relating to Divex, Inc, Superfund Site located in Richland County, South Carolina:

FOR SETTLING PARTY: South Carolina Department of Health  
and Environmental Control  
2600 Bull Street  
Columbia, South Carolina 29201

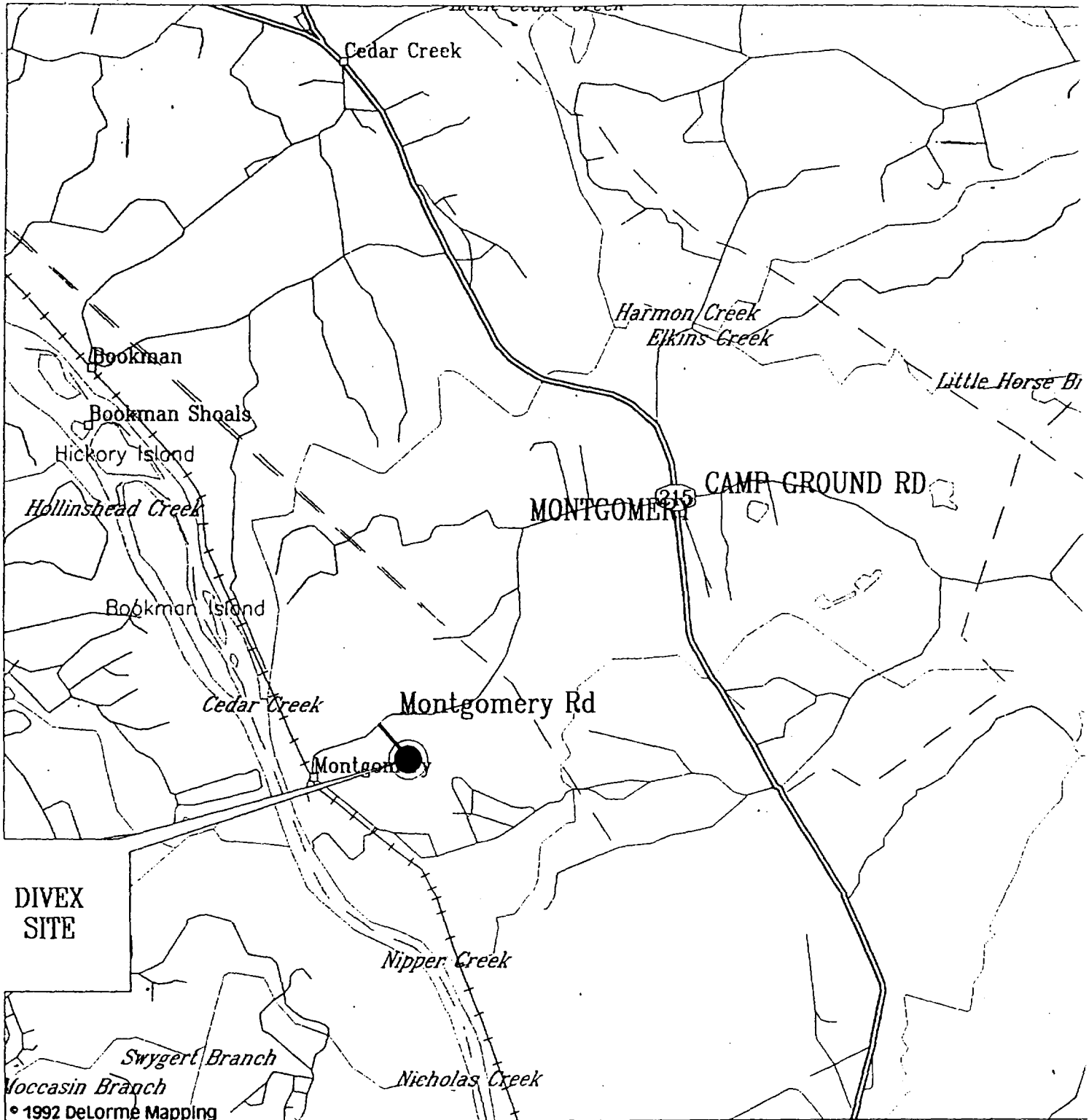
By: R. Lewis Shaw 04/05/01  
Lewis R. Shaw, P.E. Date  
Deputy Commissioner  
Environmental Quality Control  
South Carolina Department of  
Health & Environmental Control

By: Hartsill W. Truesdale 04/05/01  
Hartsill W. Truesdale, P.E., Chief Date  
Bureau of Land & Waste Management  
South Carolina Department of  
Health & Environmental Control

By: Sam Finklea 4/9/01  
Approved by : Sam Finklea Date  
Office of General Counsel  
South Carolina Department of  
Health and Environmental Control

**APPENDIX A**

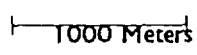
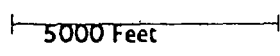
**MAPS OF DIVEX, INC. SUPERFUND SITE**



**LEGEND**

- |  |                  |  |               |
|--|------------------|--|---------------|
|  | State route      |  | State highway |
|  | Marker           |  | Railroad      |
|  | Named highway    |  | River         |
|  | Hill             |  | Powerline     |
|  | Park             |  | Shoreline     |
|  | Interstate route |  | Island        |
|  | U.S. route       |  | Open water    |
|  | Boundary         |  |               |

Scale 1:43,750 (at center)

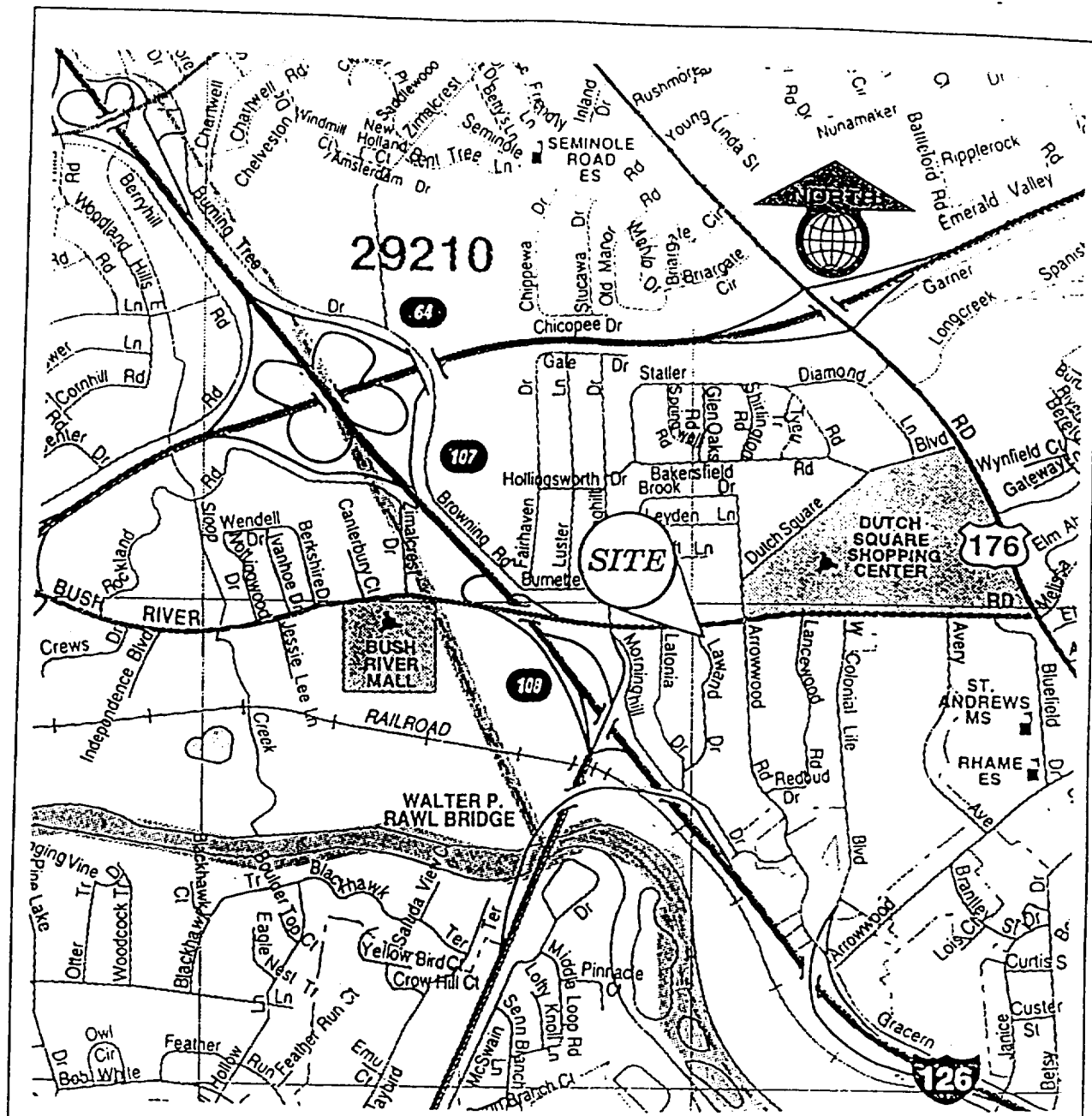


Mag 13.00

Fri Oct 29 15:14:39 1993

© 1992 Delorme Mapping

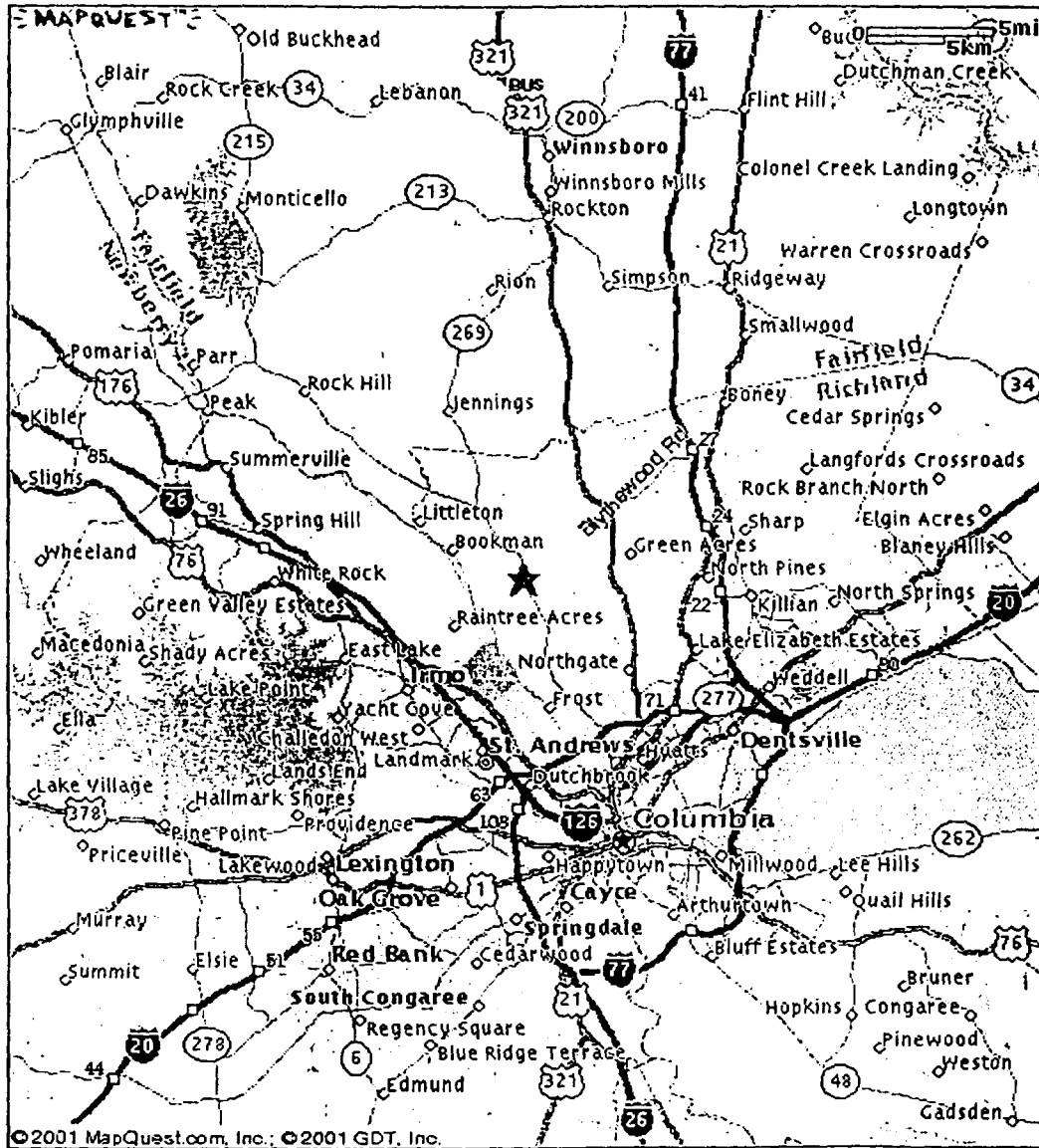




Source: The Seeger Map Company, Inc., 1998

	<p>Site Location Map (Lawand Drive) Divex Site Columbia, Richland County, South Carolina</p>	<p>Figure 1</p>
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# MONTICELLO RD, COLUMBIA, SC



## APPENDIX B

<u>Settling Party</u>	<u>Settling Amount</u>
Aiken County Public Schools	\$62,600
Anderson County School District Five	\$25,000
Berkeley County School District	\$20,000
The Boeing Company	\$4,725
Fairfield Chemical Company	\$6,554
IT Corporation/Kewanee Industries, Inc.	\$12,500
Medical University of South Carolina	\$9,407
South Carolina Department of Health and Environmental Control	\$13,565
Wackenhut Services	\$5,495