

**THE STATE OF SOUTH CAROLINA  
BEFORE THE DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

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**IN RE: WESTINGHOUSE ELECTRIC COMPANY, LLC  
WESTINGHOUSE COLUMBIA FUEL FABRICATION FACILITY  
RICHLAND COUNTY**

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**CONSENT AGREEMENT  
19 - 02 - HW**

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This Consent Agreement is entered into between the South Carolina Department of Health and Environmental Control (SCDHEC or the Department) and Westinghouse Electric Company LLC (Westinghouse) with respect to the investigation and remediation of contamination at the Site known as the Westinghouse Columbia Fuel Fabrication Facility (“CFFF”) and to establish protocols for communicating and responding to future releases. (The Department and Westinghouse shall individually be referred to as a “Party” and collectively referred to as “Parties”.) Westinghouse’s property is located at 5801 Bluff Road, Hopkins, South Carolina (Property). The Property includes approximately 1200 acres and is bounded generally by Bluff Road to the east, forested rural property to the south, north, and west; beyond which is the Congaree River to the southwest. The Property is identified by the County of Richland as Tax Map Serial Number 18600-01-01 and 18600-01 -02; and a legal description of the Property is attached to this Consent Agreement as Appendix A.

Westinghouse is entering into this Consent Agreement to assess and address releases of pollutants to the environment at the Site. Westinghouse will comply with all environmental laws to minimize the potential for releases from the Site. In the interest of resolving the matters herein without delay, Westinghouse agrees to the entry of this Consent Agreement without litigation and without the admission or adjudication of any issue of fact or law, except for purposes of enforcing this agreement. Westinghouse agrees that this Consent Agreement shall be deemed an admission

of fact and law only as necessary for enforcement of this Consent Agreement by the Department or in subsequent actions by the Department directly related to requirements contained in this Consent Agreement.

## **DEFINITIONS**

Unless otherwise expressly provided, terms used in this Agreement shall have the meaning assigned to them in Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Hazardous Waste Management Act (HWMA) and in regulations promulgated under the foregoing statutes.

“Westinghouse” shall mean Westinghouse Electric Company LLC. Westinghouse is a Delaware Limited Liability Company with offices at 1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, USA.

“Contamination” shall mean impact by a Contaminant or Hazardous Substance.

“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 Agreement.

“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).

“Pollutant” or “Contaminant” includes, but is not limited to, any element, substance,

compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "Contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.

"Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site, which is subject to ownership, prospective ownership, or possessory or contractual interest of Westinghouse.

"Response Action" shall mean any assessment, cleanup, monitoring, inspection, or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.

"Site" shall mean the Property and all areas where a Hazardous Substance, Pollutant or Contaminant has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located as a result of operations by Westinghouse on the Property; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.

## FINDINGS OF FACT

The following facts provide the background of this agreement:

- A. The CFFF located in Hopkins, South Carolina was constructed in 1969. Prior to construction the site consisted of farmland, woodlands, and floodplain. A pre-construction drawing from 1968 indicates that the main plant building and the Waste Water Treatment Plant (WWTP) lagoons were to be part of the original construction. The main activity has been the assembly of fuel rods for the commercial nuclear power industry.
- B. Numerous environmental investigations have been performed since 1980 at the CFFF. The investigations have included assessments of groundwater, surface water, soil, and sediment, and have resulted in the identification and delineation of chemicals of potential concern (COPCs) in these media. Many permanent monitoring wells exist at the site as a result of these investigations. Reports have been submitted to the Department following each assessment. The CFFF has routinely sampled groundwater and surface water and reported the results to the Department. Additionally, remedial activities have been performed for groundwater and in source areas.
- C. Radiological safety and decommissioning at CFFF is regulated by the U.S. Nuclear Regulatory Commission (NRC), in accordance with NRC regulations and special nuclear material license SNM-1107.
- D. On August 23, 2016, Responsible Party Voluntary Cleanup Contract (VCC) 16-4948-RP was executed by the Parties for the further investigation and remediation of the identified volatile organic compound (VOC) contamination.

- E. On July 12, 2018, Westinghouse reported verbally to the Department that they had discovered a release of contamination at the Hydrofluoric (HF) Spiking Station #2 within a diked area inside the plant building that had dissolved a hole through the concrete floor that allowed contaminants to migrate to soils below the floor and potentially to groundwater.
- F. On July 24, 2018, the Department received a letter dated July 18, 2018 from Westinghouse notifying the Department of the hydrofluoric (HF) spiking station #2 dike leak. Included in the letter were laboratory analytical results of soil samples collected from beneath where the hole penetrated the concrete in the spiking station area. The Uranium concentration at the depth of 67 inches was 4,001 parts per million. Westinghouse has continued to keep the Department informed as they continue to characterize the extent of the release and conduct a removal of contaminated material beneath the building floor.
- G. In 2018, through the NRC licensing process, DHEC became aware of two historic additional releases from wastewater lines that had occurred in 2008 and 2011, respectively. Westinghouse requested approval to install direct push borings to investigate groundwater in the area near these releases and the approval was granted on June 11, 2018. On August 29, 2018, Westinghouse requested an additional well approval to install 9 temporary monitoring wells at the same locations of the direct-push borings as they wanted to collect additional samples, since the direct-push borings had already been grouted. DHEC issued the approval on August 31, 2018. The new 9 temporary wells are to be converted to permanent monitoring wells.

#### CONCLUSIONS OF LAW

The Department has the authority to implement and enforce laws and related regulations pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. §44-56-10,

et. seq. (Rev. 2002 and Supp. 2013), and the Pollution Control Act, S.C. Code Ann. §48-1-10 et seq. (Rev. 2008 and Supp. 2013). These Acts authorize the Department to issue orders; conduct studies, investigations, and research to abate, control and prevent pollution; and to protect the health of persons or the environment.

**NOW, THEREFORE IT IS AGREED**, with the consent of Westinghouse and the Department, and pursuant to the South Carolina Hazardous Waste Management Act, and the Pollution Control Act, that Westinghouse shall:

1. Within sixty (60) days of receipt of this fully executed Consent Agreement, submit to the Department for review and approval, a Remedial Investigation Work Plan (Work Plan) for the Property. The Work Plan shall be designed to provide a comprehensive evaluation of groundwater, surface water, sediment and soils at the Property and shall encompass areas of the Site which could be affected by releases by Westinghouse. Additionally, the Work Plan shall outline investigations with the goal to determine the full nature and extent of any such release. The Work Plan shall include a time schedule for implementation of all major activities required by the Work Plan. The Work Plan must include, but is not limited to, provisions for the following: determining the sources(s), nature, and extent of contamination, including an assessment of surface water, groundwater, and soil underlying the Site; and evaluating risks to human health and the environment. The Work Plan shall also include a Conceptual Site Model (CSM) that will provide Westinghouse's current understanding of the hydrogeology, known contaminant sources, and potential pathways of contaminant releases. The CSM will be a living document that will be updated and refined as new information is developed. Westinghouse must respond to any comments generated through the Department's review of the Work Plan in writing within thirty (30) days of receipt of said comments by Westinghouse. Upon Department approval of the

Work Plan and the time schedule for implementation thereof, the Work Plan and schedule shall be incorporated herein and become an enforceable part of this Consent Agreement.

2. Both parties recognize that the Work Plan could entail a phased approach of data acquisition whereby certain areas of the Site, contaminant types, and/or Operable Units ("OU") may require multiple phases of assessment to obtain data. This additional data will be used to guide additional sampling, as appropriate, to delineate the extent of contaminant(s) in various media.
3. Submit, along with but under separate cover from the Work Plan, a Health and Safety Plan (HASP) consistent with Occupational Safety and Health Administration regulations. The HASP shall be submitted to the Department in the form of one (1) electronic copy (.pdf format). Westinghouse agrees the HASP is submitted to the Department for informational purposes only. The Department expressly denies any liability that may result from Westinghouse's implementation of the HASP.
4. Begin implementation of the Work Plan described in paragraph 1 within fifteen (15) days of receipt by Westinghouse of the Department's written approval of the Work Plan.
5. During the Remedial Investigation outlined in the Work Plan, should off-property contamination related to Westinghouse's operations at the Property be suspected, additional off-property investigations shall be proposed to the Department and implemented upon approval to define the full nature and extent of such contamination.
6. Upon completion of the Remedial Investigation Work Plan, submit a Remedial Investigation (RI) Report to include a risk evaluation, in accordance with the schedule in the approved Work Plan and an updated CSM based on information provided by the RI. The Department shall review the RI Report for determination of completion of the field investigation and sufficiency of the documentation within a reasonable period of time. If

the Department determines additional data collection is warranted, Westinghouse shall work with the Department to evaluate and conduct additional field investigation as necessary to further determine the source, nature, and extent of contamination. Alternatively, if the field investigation is determined complete by the Department, but the RI Report, as submitted by Westinghouse is not approved, Westinghouse shall submit a Revised RI Report, which address the Department's comments within thirty (30) days after receipt of the Department's disapproval.

7. Within ninety (90) days of approval of the RI Report, submit a Feasibility Study (FS) Work Plan to evaluate remedial alternatives for the site based upon the following criteria:

- a. Overall protection of human health and the environment
- b. Compliance with applicable or relevant and appropriate standards
- c. Long-term effectiveness and permanence
- d. Reduction of toxicity, mobility or volume
- e. Short-term effectiveness
- f. Implementability
- g. Cost

Westinghouse must respond to any comments generated through the Department's review of the FS in writing within thirty (30) days of receipt of said comments by Westinghouse.

8. After final approval of the FS, the Department shall issue a Record of Decision (ROD) specifying the selected remedy or set of remedies for the Site.

9. Within ninety (90) days of the Department's issuance of the ROD, Westinghouse shall submit a Remedial Design/Remedial Action (RD/RA) Work Plan to implement the ROD. The RD/RA may entail a phased approach whereby certain area of the Site are prioritized based on the information identified in the RI Report. Westinghouse must respond to any



- comments generated through the Department's review of the RD/RA Work Plan in writing within thirty (30) days of receipt of said comments by Westinghouse.
10. Within ninety (90) days after the Department's approval of the RD/RA Work Plan, Westinghouse shall submit a Remedial Design (RD) including the design of the selected remedy for any given OU and a schedule of implementation. The schedule of implementation must extend through full completion of the remedy. Westinghouse must respond to any comments generated through the Department's review of the RD in writing within thirty (30) days of receipt of said comments. This thirty (30) day deadline may be extended by mutual agreement of the Parties if the comment resolution requires extensive revision such as re-engineering. Upon Department approval of the Remedial Design and the time schedule for implementation thereof, the RD and schedule shall be incorporated herein and become an enforceable part of this Consent Agreement.
  11. Westinghouse shall begin to implement the Remedial Action within forty-five (45) days of the Department's approval of a RD and thereafter take all necessary and reasonable steps to ensure timely completion of the RD.
  12. Within ninety (90) days of completion of the RD activities for any given OU, Westinghouse shall submit a Remedial Action Completion Report.
  13. Westinghouse shall implement all monitoring and reporting requirements in accordance with the schedule outlined and approved in the RD/RA Work Plan.
  14. Westinghouse will submit within thirty (30) days of execution of the Consent Agreement, a protocol to establish lines of communication for monitoring and reporting any future discovery of a release to the environment either from an obvious failure of equipment or from monitoring data from sentry groundwater wells.
  15. Upon execution of the Consent Agreement, and as long as Westinghouse remains in

material compliance with the substantive obligations set forth herein, the Department shall not take civil enforcement action in relation to the response actions set forth in the Consent Agreement. If the Department believes Westinghouse is not in material compliance with the substantive obligations set forth in the Consent Agreement, the Department shall notify Westinghouse of the non-compliance and provide Westinghouse thirty (30) days to attempt to cure prior to the Department initiating any legal action against Westinghouse.

16. Upon Westinghouse's successful completion of the terms of this Consent Agreement, submit to the Department a written Final Report. The Final Report shall contain all necessary documentation supporting Westinghouse's remediation of the Site and successful and complete compliance with this Consent Agreement. For such contaminants or areas of contamination, the terms of the Consent Agreement will be considered completed when contaminants or areas of contamination are remedied as specified by the ROD, or where the only remaining activity in the RD/RA Work Plan consists of monitoring and reporting. Once the Department has approved the Final Report, the Department will provide Westinghouse a written approval of completion that provides a Covenant Not to Sue to Westinghouse for the response actions specifically covered in this Consent Agreement, approved by the Department and completed in accordance with the approved work plans and reports.
17. Notwithstanding any other provision of this Consent Agreement, including the Covenant Not to Sue, the Department reserves the right to require Westinghouse to perform any additional work at the Site or to reimburse the Department for additional work if Westinghouse declines to undertake such work, if: (i) conditions at the Site, previously unknown to the Department, are discovered after completion of the work approved by the Department pursuant to this Consent Agreement and warrant further assessment or

remediation to address a release or threat of a release in order to protect human health or the environment, or (ii) information is received, in whole or in part, after completion of the work approved by the Department pursuant to this Consent Agreement, and these previously unknown conditions or this information indicates that the completed work is not protective of human health and the environment. In exigent circumstances, the Department reserves the right to perform the additional work and Westinghouse will reimburse the Department for the work.

18. In consideration for the Department's Covenant Not to Sue, Westinghouse agrees not to assert any claims or causes of action against the Department arising out of response activities undertaken at the Property, or to seek any other costs, damages or attorney's fees from the Department arising out of response activities undertaken at the Property except for those claims or causes of action resulting from the intentional or grossly negligent acts or omissions of the Department. However, Westinghouse reserves all available defenses, not inconsistent with this Consent Agreement, to any claims or causes of action asserted against Westinghouse arising out of response activities undertaken at the Site by the Department.

19. Submit to the Department a written monthly progress report beginning within thirty (30) days of the execution of this Consent Agreement and by the last business day every month thereafter, until completion of the work required under this Consent Agreement. Upon agreement by the Parties, the frequency of this submission may be altered. The progress reports shall include the following: (a) a brief description of the actions which Westinghouse has taken toward achieving compliance with this Consent Agreement during the previous month; (b) results of sampling and tests, in tabular summary format received by Westinghouse during the reporting period; (c) brief description of all actions which are

scheduled for the next month to achieve compliance with this Consent Agreement, and other information relating to the progress of the work as deemed necessary or requested by the Department; and (d) information regarding the percentage of work completed and any delays encountered or anticipated that may affect the approved schedule for implementation of the terms of this Consent Agreement, and a description of efforts made to mitigate delays or avoid anticipated delays.

20. Prepare all Plans and perform all activities under this Consent Agreement following appropriate DHEC and EPA guidelines. All Plans and 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. Unless otherwise requested, one (1) paper copy and one (1) electronic copy (.pdf format) of each document prepared under this Consent Agreement shall be submitted to the Department's Project Manager. Unless otherwise directed in writing, all correspondence, work plans and reports should be submitted to the Department's Project Manager at the following address:

Kim Kuhn  
South Carolina Department of Health and Environmental Control  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201  
Kuhnkm@dhec.sc.gov

21. Reimburse the Department on a quarterly basis, for all past, present and future costs, direct and indirect, incurred by the Department pursuant to this Consent Agreement and as provided by law. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Consent Agreement, reviewing plans and reports, supervising corresponding work and activities, and costs associated with public participation. The Department shall provide documentation of its Oversight Costs in sufficient detail to show the personnel involved, amount of time spent on the project for

each person, expenses, and other specific costs. Payments are due to the Department within thirty (30) days of the date of the Department's invoice. Invoices shall be submitted to:

Westinghouse: Diana Joyner  
Westinghouse Columbia Fuel Fabrication Facility  
Columbia Fuel Site  
5801 Bluff Road  
Columbia, SC 29061

Westinghouse's payments shall be submitted to:

The Department: Linda Jackson  
South Carolina Department of Health and Environmental Control  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, SC 29201

All of Westinghouse's payments should reference the Consent Agreement number on page 1 of this Agreement and made payable to:

**The South Carolina Department of Health and 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.

22. If any event occurs which causes or may cause a delay in meeting any of the scheduled dates for completion of any specified activity pursuant to this Agreement, Westinghouse shall notify the Department in writing at least five (5) business days before the scheduled date or within seventy-two (72) hours after the occurrence or onset of a *force majeure* of which Westinghouse could not have reasonably foreseen or anticipated, describing in detail the anticipated length of the delay, the precise cause or causes of delay, if ascertainable,

the measures taken or to be taken to prevent or minimize the delay, and the timetable by which Westinghouse proposes that those measures will be implemented. The Department shall provide written notice to Westinghouse as soon as practicable that a specific extension of time has been granted or that no extension has been granted. An extension shall be granted for any scheduled activity delayed by an event of *force majeure* which shall mean any event arising from causes beyond the control of Westinghouse that causes a delay in or prevents the performance of any of the conditions under this Consent Agreement including, but not limited to: a) acts of God, fire, war, insurrection, civil disturbance, explosion; b) adverse weather conditions that could not be reasonably anticipated causing unusual delay in transportation and/or field work activities; c) restraint by court order or order of public authority; d) inability to obtain, after exercise of reasonable diligence and timely submittal of all required applications, any necessary authorizations, approvals, permits, or licenses due to action or inaction of any governmental agency or authority; and e) delays caused by compliance with applicable statutes or regulations governing contracting, procurement or acquisition procedures, despite the exercise of reasonable diligence by Westinghouse. Events which are not *force majeure* include by example, but are not limited to, unanticipated or increased costs of performance, changed economic circumstances, normal precipitation events, or failure by Westinghouse to exercise due diligence in obtaining governmental permits or performing any other requirement of this Consent Agreement or any procedure necessary to provide performance pursuant to the provisions of this Consent Agreement. Any extension shall be granted at the sole discretion of the Department, incorporated by reference as an enforceable part of this Consent Agreement, and, thereafter, be referred to as an attachment to the Consent Agreement.

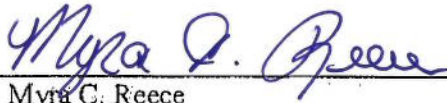
23. For the avoidance of doubt, the Parties agree and acknowledge that Westinghouse's entry into the Consent agreement does not constitute a waiver by Westinghouse of any of its rights, defenses, or arguments, including without limitation preemption, or its ability to contest a Department decision under S.C. Code 44-1-60.
24. Employees of the Department, their respective consultants and contractors will not be denied access during normal business hours or at any time work under this Consent Agreement is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law).

IT IS AGREED THAT this Consent Agreement shall be binding upon and inure to the benefit of Westinghouse and its officers, directors, agents, receivers, trustees, heirs, executors, administrators, successors, and assigns and to the benefit of the Department and any successor agency of the State of South Carolina that may have responsibility for and jurisdiction over the subject matter of this Consent Agreement. Westinghouse may not assign its rights or obligations under this Consent Agreement without the prior written consent of the Department.

IT IS FURTHER AGREED that failure to meet any deadline or to perform the requirements of this Consent Agreement without an approved extension of time and failure to timely cure as noted below, may be deemed a violation of the Pollution Control Act, and/or the South Carolina Hazardous Waste Management Act, as amended. Upon ascertaining any such violation, the Department shall notify Westinghouse in writing of any such deemed violation and that appropriate action may be initiated by the Department in the appropriate forum to obtain compliance with the provisions of this Consent Agreement and the aforesaid Acts. Westinghouse shall have thirty (30) days to cure any deemed violations of this Consent Agreement or in the alternative, file a Request for Final Review.

*(Signature Page Follows)*

FOR THE SOUTH CAROLINA DEPARTMENT  
OF HEALTH AND ENVIRONMENTAL CONTROL



Myra C. Reece  
Director of Environmental Affairs

Date: 2-26-19



Henry J. Porter, Chief  
Bureau of Land and Waste Management

Date: 2-26-2019



Van Keisler, P.G., Director  
Division of Compliance and Enforcement

Date: 2/26/19



Attorney  
Office of General Counsel

Date: 2-26-19

WE CONSENT:

WESTINGHOUSE ELECTRIC COMPANY LLC



Name: Michael J. Annacone  
Title: Vice President - Columbia Fuel Operations

Date: 2/22/19

N/A

Name:  
Title:

Date: \_\_\_\_\_



## APPENDIX A

### Legal Description of the Property

County of Richland

Tax Map Serial Numbers 18600-01-01 and 18600-01-02

All that certain piece, parcel or tract of land situate in Richland County, South Carolina bounded and described as follows:

Commencing at S.C. Grid Monument "NUCLEAR" point being the point of Commencement; thence S 40-20-51 E 1281.75 feet to a found concrete monument, said point being the point of BEGINNING; thence S 55-46-14 W 1693.17 feet; thence S 37-29-22 E 739.24 feet; thence S 29-43-42 W 383.62 feet; thence South 31-15-31 W 499.41 feet; thence S 31-32-36 W 269.0 feet; thence S 31-28-45 West 2100.0 feet; thence 31-28-52 W 63.57 fee; thence S 41-12-02 W 118.95 feet; thence S 52-33-50 W 230.18 feet; thence S 57-08-28 W 173.08 feet; thence S 40-29-36 W 158.91 feet; thence S 11-22-02 W 73.35 feet; thence S 46-12-42 W 157.29 feet; thence N 83-16-41 W 145.85 feet; thence S 44-19-03 W 124.23 feet; thence S 9-30-35 W 76.82 feet; thence 26-58-23 W 145.59 feet; thence South 50-03-07 West 110.86 feet; thence S 32-08-05 W 64.78 feet; thence S 71-06-27 W 144.84 feet; thence S 61-59-35 W 105.47 feet; thence S 69-18-42 W 25.97 feet; thence N 52-58-30 W 98.54 feet; thence N 49-41-04 W 1535.89 feet to a found concrete monument; thence N 53-04-20 W 148.12 feet to a found concrete monument; thence N 59-08-01 W 1101.08 feet to a found concrete monument; thence N 58-38-52 W 783.91 feet to a found concrete monument; thence N 59-13-48 W 709.99 feet to a found concrete monument; thence N 59-13-51 W 1000.0 feet to a found concrete monument; thence N 59-13-56 W 413.09 feet to an Iron pipe; thence N 59-13-36 W 36.0 feet; thence S 35-14-25 W 233.64 feet; thence S 37-47-49 W 164.50 feet; thence S 55-52-50 W 199.51 feet; thence S 68-54-07 W 330.52 feet; thence S 65-10-12 W 213.57 feet; thence S 82-11-13 W 183.35; thence S 88-21-27 W 598.04 feet; thence N 71-46-21 W 359.87 feet; thence N 54-03-15 W 202.61 feet; thence N. 47-40-27 W 226.53 feet; thence N 31-04-45 W 624.64 feet; thence 19-51-18 W 59.04 feet; thence N 37-10-11 E 93.27 feet; thence N 10-57-59 W 115.10 feet; thence N 34-27-41 W 39.91 feet; thence N 52-27-42 E 87.38 feet to a found concrete monument; thence N 59-25-46 E 701.86 feet to a found concrete monument; thence N 60-13-19 E 719.41 feet to a found concrete monument; thence N 59-01-53 E 1602.38 feet to a found concrete monument; thence N 59-24-40 E 1023.84 feet to a found concrete monument; thence N 59-23-34 E 976.28 to a found concrete monument; thence S 67-39-38 E 720.73 feet to a found Iron pipe; thence N 67-54-40 E 1598.02 feet to a found Iron pipe; thence S 32-03-16 E 117.02 feet; thence D 62-22-36 E 60.84 feet; thence S 67-22-19 E 106.63 feet; thence S 72-50-56 East 35.17 feet; thence N 30-17-41 E 66.02 feet; thence N 75-09-43 E 141.31 feet; thence N 86-02-41 E 100.60 feet; thence N 7-25-02 E 37.85 feet; thence S 83-50-13 E 197.09 feet; thence N 85-12-05 E 100.77 feet; thence N 85-28-32 E 100.72 feet; thence N 41-37-26 W 1125.72 feet to a concrete monument; thence N 42-21-29 E 1080.36 feet to a found Iron pipe; thence S 82-25-26 E 429.03 feet to a found Iron pipe; thence N 42-19-43 E 1034.66 feet to a found concrete monument; thence with the right of way of S.C. State Highway No. 48 S 40-18-05 E 4884.76 feet to the point and place of BEGINNING.