PLAINTIFF'S EXHIBIT

UC-1729

COPY

THE STATE OF TEXAS X
X
COUNTY OF CAMERON X

THIS CONTRACT AND AGREEMENT this day entered into by and between the BROWNSVILLE NAVIGATION DISTRICT OF CAMERON COUNTY, TEXAS, a navigation district organized, created, and existing under and by virtue of the laws of the State of Texas and an agency of the State of Texas, with its domicile in Brownsville, Cameron County, Texas, hereinafter styled "District", authorized under and by virtue of the provisions of Section 78 of Article 8263a of Vernon's Annotated Revised Civil Statutes of the State of Texas, Revision of 1925, to lease lands to any individual or corporation and charge therefor reasonable tolls, fees or other charges, and UNION CARBIDE CORPORATION, a private corporation organized, created and existing under and by virtue of the laws of the State of New York, with its principal office in New York City, hereinafter styled "Lessee",

W I T N E S S E T H:

The said District does by these presents lease and demise unto the said Lessee all that certain tract comprising 306.51 acres, more or less, of which 148.97 acres are out of Share 32 of the Espiritu Santo Grant in Cameron County, Texas, and 157.54 acres are out of Share 7 of the San Martin Grant in said County, and being more particularly described as follows, to-wit:

All that certain tract, piece or parcel of land comprising 148.97 acres out of Share 32, Espiritu Santo Grant and 157.54 acres out of Share 7, San Martin Grant, for a total of 306.51 acres in Cameron County, Texas, and more particularly described as follows:

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BEGINNING at a 2-inch iron pipe located at the intersection of the north right-of-way line of the Brownsville Navigation District and the common shore and grant line between Share 32, Espiritu Santo Grant and Share 7, San Martin Grant and the pipe being 1,320 feet off the centerline of the Brownsville Ship Channel;

THENCE South 69° 14' East, 1,503.9 feet to an iron pin for the Southeast corner of this tract;

THENCE North 3° 14' 30" West, 4,998.5 feet to an iron pin for the Northeast corner of this tract;

THENCE North 84° 05' 45" East, 2,170.6 feet to an iron pipe;

THENCE North 5° 54' 15" West, 4,314.2 feet to an iron pipe on the south right-of-way line of Cameron County Drainage District No. 1 for a Northeast corner;

THENCE along the south side of said drainage ditch, North 39° 01' East, 123.6 feet to an iron pipe;

THENCE North 79° 21' East, 473.3 feet to an iron pipe;

THENCE South 9° 18' 45" East, 458.5 feet to an iron pipe;

THENCE South 13° 01' 15" West, 964.0 feet to an iron pipe;

THENCE South 5° 56' 45" East, 7,334.6 feet to an iron pipe on the north right-of-way line of the Brownsville Navigation District and 1,320 feet from the centerline of the Brownsville Ship Channel for the Southeast corner of this tract;

THENCE with the north right-of-way line of the Brownsville Navigation District and parallel to and 1,320 feet north of the centerline of the Brownsville Ship Channel, South 69° 14' West, 1,474.2 feet to a 2-inch pipe and the point of beginning.

The area being 148.97 acres in Share 32 and 157.54 acres in Share 7 for a total of 306.51 acres, more or less.

for and upon the following terms and conditions.

1.

As a consideration for this lease and as rental for said leased premises, Lessee agrees to pay to the District at its office in Brownsville, Texas, an annual rental of Forty-five

BRA 1400

Thousand Dollars ($45,000) per year, payable annually in advance. All rentals shall be paid not later than ten (10) days from the date when due; they shall thereafter bear interest at the rate of six per cent (6%) per annum from date due until paid. District acknowledges receipt of the sum of $45,000 in payment of the first year's annual rental for said leased premises.

At the expiration of five (5) years from the beginning of the term of this lease, and at the expiration of each five year period thereafter, the rental for the demised premises shall be subject to increase or decrease, at the option of either party hereto, in the manner following:

At least ninety (90) days prior to the expiration of any such period the party desiring an increase or decrease shall give notice thereof to the other party, and the parties hereto shall thereupon make a bona fide effort to agree upon the then fair rental for the land demised hereby, exclusive of any improvements thereon. If the parties are unable to agree upon said rental, then at least sixty (60) days prior to the expiration of such period a board of arbitrators shall be appointed, consisting of one (1) member appointed by each of the parties hereto and a third member appointed by the two (2) first appointed. The board of arbitrators shall thereupon and at least thirty (30) days prior to the expiration of such period determine the then fair rental for the land demised hereby, taking into consideration prevailing rents at the time for similar land for similar use in the locality (exclusive of any improvements thereon), and the rental then fixed by the said board shall be conclusive as to the parties hereto.

II.

The term of this lease shall be fifty (50) years beginning on January 1, 1950, and as it may be extended in accordance with the provisions of Section X hereof; provided, however, that

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the Lessee shall have the right to terminate this lease on January 1, 1959 or on January 1 of any fifth year thereafter by giving District twelve (12) months' notice in advance thereof.

It is an express condition of this lease that the property hereby leased is to be used by the Lessee for the purpose of maintaining and operating thereon a plant for the production of chemicals or other materials. However, it is understood that the facilities presently located on the property hereby leased are not adequate for this purpose.

Lessee will endeavor to commence construction on said property within five (5) years from and after January 1, 1959, of facilities for the production of chemicals or other materials and to thereafter proceed with the construction with reasonable diligence; and after January 1, 1969, unless some part of such facilities so constructed is being operated by the Lessee in the production of chemicals or such other materials, either party, during the period ending January 1, 1974, may, upon six (6) months' notice, terminate this lease; provided, however, that the District cannot in any event terminate this lease (a) so long as Lessee is actually engaged in the construction of such facilities on the leased property, or (b) if Lessee shall have commenced operation of such facilities by the end of said six (6) months' notice, or (c) if failure of Lessee to commence such construction or operation results from Lessee's failure to obtain sufficient supplies of gas and oil or other raw materials, or from any act, condition or circumstance beyond the control of Lessee, including the opinion of Lessee that the operation of said facilities is not economically feasible.

III.

All construction of improvements and facilities by the Lessee on the leased tract of land shall conform with the requirements of the National Board of Fire Underwriters. The Lessee

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shall construct, maintain and operate such facilities on the leased property in such manner as not to conflict with the regulations of any Federal, State or municipal authority having jurisdiction thereof. Any and all private fire protection which may be installed by the Lessee shall conform in all respects to the standards of private fire protection facilities prescribed by the proper agencies of the State of Texas.

IV.

The rights, privileges and lease herein given shall not be transferable or assignable by the Lessee without the written consent of the District being first had and obtained, which shall not be unreasonably withheld; provided, however, that the consent of the District shall not be necessary for a transfer or an assignment of all of the demised premises to any corporation financially acceptable to the District which shall succeed by purchase, merger or consolidation to all or substantially all the properties of Lessee.

V.

All notices required hereunder shall be deemed to have been served if sent by registered mail as follows:

Brownsville Navigation District
of Cameron County, Texas
Brownsville, Texas

Union Carbide Chemicals Company
Division of Union Carbide Corporation
30 East 42nd Street
New York 17, New York

VI.

The Lessee shall have and is hereby given the right to erect and install electric light and power, water, gas and products lines incidental to the rights and privileges herein given, over, on and across lands belonging to the District (other than the property hereby leased), together with the rights of ingress and egress thereto and therefrom, and shall have the further right to connect

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any said lines to the corresponding lines maintained by said District; provided and except, however, that the rights in this Paragraph defined shall be and the same are specifically made subject to the following conditions and restrictions:

1. The location and construction by the Lessee of all or any of said lines shall be subject to the approval of the District, which shall not be unreasonably withheld, and after same are installed no change in location shall be made without the written consent of said District.

2. The District may at any time require a change in location of any wires, poles, water, products or gas mains or pipe lines, accessories or other facilities laid on or across any land or facilities of the District other than the property hereby leased, when it is deemed by the District necessary that the same be changed, by giving the Lessee thirty (30) days' written notice of such requirements, and such change so made shall be completed within a reasonable time thereafter and at the cost and expense of the Lessee, provided that such right shall not be exercised arbitrarily by the District but only when such action is made necessary for improvements then on said property or the construction thereof be immediately contemplated, or when such change is required by the action or request of any governmental agency, and provided that where any changes are required to be made under this provision the District shall furnish the Lessee with a new location therefor, such new location to be the most convenient and direct available at such time.

3. There is an existing fresh water distribution system, a part of District's main distribution system, owned by District, leading to the leased premises and consisting of the following:

One 14" asbestos cement line leading to the West boundary line of said premises and connected to a 12" reduced to a 8" asbestos cement line extending along the south boundary line of said premises and looped to an 8" cast iron main leading from said South boundary line to the dock area.

BRA 1404

This system is capable of delivering 900 gallons of water per minute at 50 p.s.i. to Lessee's connection on the South boundary line of said premises. "Lessee shall have the right to connect its fresh water distribution system on the leased premises to the District's said system, in which event the District agrees to furnish Lessee with its fresh water requirements on the leased premises to the extent above described; save and except, however, the District shall not be responsible or liable in any manner nor considered in default in any of the provisions hereof for failure to deliver said water requirements when said failure is caused by acts or reasons beyond its control.

The Lessee agrees to pay the District for all fresh water furnished and all applicable standby charges at rates customarily charged by the District to other industries on the District's property.

Lessee's right to connect to District's fresh water distribution system as herein provided shall be without prejudice to the Lessee's right to install such other water lines as it may deem necessary in accordance with the provisions of this Section VI.

4. Each connection to the District's water main must be of approved installation, installed to the satisfaction of the District and with a meter of adequate size properly operating and equipped with a check valve, said meter to be installed immediately at the point of connection with the District's main.

5. All electrical and power line connections, extensions and installations shall be made in accordance with the rules and provisions of the National Electrical Code.

Subject to the conditions and regulations hereinabove set forth, Lessee shall have and is hereby granted the right to erect, install and maintain a pipe line or pipe lines over and across the lands belonging to District connecting the leased premises with the District's Oil Docks No. 3 and 4, and to construct, maintain and operate pipe lines, valves and facilities

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on the said oil docks. Lessee shall have the preferred right to use said docks at any time after forty-eight (48) hours' notice to District. For its use of such docking facilities and said docks Lessee agrees to pay the District, as and when they accrue, all wharfage, port, harbor and other charges for the use of such facilities at the rates published in the District's then effective Official Port Tariff, containing authorized rates, rules and regulations governing the Brownsville Ship Channel, its publicly-owned wharves, piers and docks, on file with the Federal Maritime Commission.

It is understood that one of the said docks is for barges and one is for tankers, and the District agrees that in the event the Lessee so desires the District will extend the barge dock so as to make it suitable for tankers and to provide such facilities as may be necessary for the mooring of tankers. The Lessee shall pay the District the cost thereof, which cost shall be mutually agreed upon between the District and the Lessee, and in the event said dock is used by others for tanker service the parties will agree upon a formula for the reimbursement to the Lessee of the amount paid by the Lessee to the District for such cost.

Further, subject to the conditions and restrictions hereinabove set forth, Lessee shall have and is hereby granted the right to connect to District's railway system and to use said system to provide Lessee with service to and from the leased premises. District shall maintain its said railway system in good repair and condition, and covenants that neither the District nor its other Lessees shall interfere with the Lessee's use thereof,

[redacted]

t One and 50/100 Dollars ($1.50) for each loaded car shipped by or to the Lessee or its contractors or agents at the leased premises utilizing District's railway system for the purpose either of entering or leaving said leased premises.

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Waste Area

Further, subject to the conditions and restrictions hereinabove set forth, Lessee shall have and is hereby granted the right to connect to and to use District's spoil and water disposal area, comprising 5,411.39 acres of land in Cameron County, Texas, out of Shares 3, 4, 5, 6 and 7 of the San Martin Grant and Patent No. 324 issued by the State of Texas to Catewood Newberry on March 23, 1929, recorded in Volume 292, at pages 31 et seq., said lands comprising the following tracts, to-wit:

5,411.39 acres of land in Cameron County, Texas, out of Shares 3, 4, 5, 6 and 7 of San Martin Grant, and Patent No. 324, issued by the State of Texas to Catewood Newberry on March 23, 1929, recorded in Volume 292 at pages 31-32, said land comprising the following tracts, to-wit:

(1) 8.97 acres, described in deed dated April 3, 1947, recorded in Volume 413 at page 35, from H. Ysurria Land & Cattle Company, as grantor, to Brownsville Navigation District of Cameron County, Texas, as grantee;

(2) 160.9 acres, described in deed dated February 1, 1947, recorded in Volume 413 at pages 46-54, from Mrs. Isabel Y. Garcia, et al., as grantors, to Brownsville Navigation District of Cameron County, Texas, as grantee;

(3) 49.48 acres, described in deed dated March 1, 1947, recorded in Volume 413 at pages 39-45, from A. K. Black and R. A. Hightower, as grantors, to Brownsville Navigation District of Cameron County, Texas, as grantee;

(4) 102.17 acres, described in deed dated December 27, 1946, recorded in Volume 402 at page 339, from Eva Anguara and Rita Trevino, as grantors, to Brownsville Navigation District of Cameron County, Texas, as grantee;

(5) 2,067.27 acres, described in deed dated September 20, 1947, recorded in Volume 426 at pages 150-156, from Vista Del Mar Irrigation Company, as grantor, to Brownsville Navigation District of Cameron County, Texas, as grantee;

(6) 924.5 acres, described in deed dated May 7, 1947, recorded in Volume 415 at pages 59-63, from Stella Williams, et al., Executors and Trustees of the Estate of Mallie Rogerson, deceased, to Brownsville Navigation District of Cameron County, Texas, as grantee; and

(7) 1,498.1 acres, described in deed dated May 7, 1947, recorded in Volume 415 at page 54, from Stella Williams, et al., Executors and

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Trustees of the Estate of Nellie Epperson, deceased, as grantors, to Brownsville Navigation District of Cameron County, Texas, as grantee.

Reference to volumes and pages in the foregoing description are to the respective volumes and pages of the Deed Records of Cameron County, Texas, in the office of the Clerk of the County Court of said County. Reference is made to each of the aforementioned deeds and the record thereof for all purposes, including a description of the lands.

It is understood and agreed that such spoil and water disposal area includes such ditches, canals, water-courses and channels as are existent on said lands as of the date of this agreement or which may be hereafter constructed by the District (District being under no obligation to construct any ditches, canals, water-courses and channels) for the transportation of natural drainage, processed water and waste materials from the property hereby leased to such 5,411.39 acres of land, and also includes such ditches, canals, water-courses and channels as are existant as of the date of this agreement or which may be hereafter constructed by the District (District being under no obligation to construct any ditches, canals, water-courses and channels) for the transportation of natural drainage, processed water and waste materials from such 5,411.39 acres of land to the Port of Brownsville Ship Channel, all as shown on the attached map marked Exhibit A.

Further, subject to the conditions and restrictions hereinabove set forth, Lessee shall have and is hereby granted the right to discharge natural drainage, processed water and waste materials from its plant facilities to District's spoil and water disposal area for ultimate discharge into the Port of Brownsville Ship Channel at the point of discharge shown on Exhibit A and designated U. S. Government (U. S. E. D.) [illegible]. Lessee agrees that its said natural drainage, processed water and waste materials shall comply with the valid applicable water pollution laws of the State of Texas and other governmental agencies having

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jurisdiction in the premises when it is discharged into the Port of Brownsville Ship Channel.

The Lessee shall have the right to construct on said 5,411.39 acres of land (exclusive of such parts of such lands as are situated in Shares No. 3 and 4 of the San Martin Grant in Cameron County) impounding basins for cooling water and a lagoon for the natural oxidation of plant effluent water; provided that the location of such impounding basins and lagoon as well as the plans and specifications thereof shall make due provision for the use by District, its assigns and Lessees, of said 5,411.39 acre tract (exclusive of such part thereof as may be needed by Lessee for the construction and maintenance of such impounding basins) for its authorized purposes as prescribed by the various deeds or other conveyances conveying such lands to District, including the natural drainage of adjacent lands and such plans and specifications shall be subject to the District's approval prior to the commencement of the construction of any such impounding basins or lagoon, which shall not be unreasonably withheld.

District covenants that Lessee's right to use of such lands shall not be impaired or interfered with by reason of District's use of said spoil and water disposal area or any part thereof for any purpose or by the use of such area or any part thereof by any other of District's lessees or any person, firm or corporation authorized by District to use such area for such purpose. It is understood by the parties hereto that the District owns the surface rights to part of the lands comprising said spoil and water disposal area and owns and holds an easement and right of way over the remainder of such lands, such easement and right of way being for the above-stated purposes and in each case running for a period of 99 years from the date of each such conveyance. In the event Lessee exercises the option hereinafter granted of extending the term of this lease for an additional period of 99 years, then and in such event the District shall at its expense acquire either the surface in the lands in which it now holds such easement and right of way, or at its election an extension of

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the term of such easement and right of way for a period of at least the term of this lease as so extended by Lessee. In this connection it is agreed that the District is responsible for the full performance of and will perform all of the obligations imposed upon it as grantee of such surface rights, easements and rights of way, but Lessee has agreed and does hereby agree and obligates itself to confine its use of said land, or any part thereof, and its operations thereon, in such manner as not to violate or infringe upon any of the conditions and restrictions expressly set forth in such conveyances to the District. Such conditions and restrictions are attached hereto as Exhibit B and District represents to Lessee that such conditions and restrictions included in Exhibit B are all the conditions and restrictions to which Lessee is obligated in this regard. Lessee further agrees to protect and indemnify and save the District harmless from any and all liability, claims, demands and causes of action arising out of, incident to or resulting from the violation by Lessee of any of such conditions or restrictions included in Exhibit B. Lessee as consideration for its use of said spoil and water disposal area and as rental therefor shall, commencing with its initial use of any part of said water disposal area, pay the District an annual rental of $5,411.30, being One Dollar ($1.00) per acre for each acre in said spoil and water disposal areas; provided, however, that if the District or other lessees of the District use said spoil and water disposal areas (which in any event shall be without impairment or interference with Lessee's use thereof) then the rental provided for herein shall be proportionately reduced.

VII.

This lease agreement may be revoked at the option of the District for non-payment of rental as set forth in this lease agreement or for non-payment of any of the sums required to be

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paid by Lessee for use of any or all of the facilities to be furnished by District, as provided for in Section VI hereof, provided such default shall exist after sixty (60) days following a written demand made for the payment of the same, without judicial ascertainment of such default and without further formality than a written notice by the District to the Lessee of the revocation of said lease agreement. Except as provided in Section II, this lease agreement shall not otherwise be subject to forfeiture or revocation by the District for default in any of its provisions without judicial ascertainment of such default and no suit shall be filed by the District for revocation or forfeiture unless written notice shall first be given the Lessee of such default by the District and such default shall continue for thirty (30) days after said written notice is given.

VIII.

In the event the Lessee complies with all of the conditions and covenants of this lease agreement, upon the expiration or earlier termination of this lease agreement the Lessee shall have the right for a period of twenty-four (24) months from date of said expiration or termination, and not thereafter, to remove from the leased premises any or all of its improvements of every kind and character, except all usable underground installations, which shall become the property of District; provided, however, that the leased premises shall otherwise be restored to a surface clean and readily usable condition after the removal of said improvements, all excavations filled and all refuse of every kind and character removed from said premises (except that Lessee shall not be required to remove concrete pads which are not higher than one (1) foot above ground) and in such event Lessee shall be under no obligation to remove underground foundations.

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IX.

Lessee agrees to pay all taxes and assessments legally assessed against all improvements on the leased premises during the term of this lease and any extensions thereof, such taxes and assessments to be paid in every instance before same become delinquent, unless Lessee contests the legality thereof, in which event the taxes judicially established in a final way to be due from Lessee shall thereafter be promptly paid by Lessee.

The Lessee further agrees to keep sidewalks, roads and passageways, if any, on or over said leased premises in good repair and to indemnify and further hold harmless the District against each and every claim, demand or cause of action that may be made upon or against it by reason of or in any way arising out of any defect or imperfection in any and all structures owned by or placed on the leased premises by the Lessee, and also against every claim, demand or cause of action against the District by reason of any liability that is or may be imposed on it as owner of said leased premises on account of any act or omission on the part of the Lessee as tenant and occupier of said leased premises.

X.

The Lessee shall have the option during the term of this lease, provided this lease is in full force and effect at the time of its exercise, of extending this lease for an additional term of 99 years, upon the same terms and conditions as herein provided, by giving District written notice of its exercise of such option not less than two (2) years before the expiration of the fifty year term of this lease.

XI.

Lessee agrees that it will, when requested by District, relocate that portion of its main gas line extending from Weslaco, Texas, which traverses lands owned by the District out of Share

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BRA 1412

39 of the Republic Santa Cruz in Cameron County, Texas, and commencing point of the site of the District's proposed South Outer Reservoir, to a new location to be furnished by District so as to remove such portion of said Gas Line from said proposed reservoir site.

IN WITNESS WHEREOF, said BROWNSVILLE NAVIGATION DISTRICT OF CAMERON COUNTY, TEXAS, and UNION CARBIDE CORPORATION have each caused these presents to be executed by the proper officers hereunto duly authorized on this the 24th day of December, 1959.

BROWNSVILLE NAVIGATION DISTRICT OF CAMERON COUNTY, TEXAS

BY: Wm. T. Aldridge /s/
Wm. T. Aldridge, Chairman of the Board of Navigation and Canal Commissioners of the Brownsville Navigation District of Cameron County, Texas

Gonzalo Garo, Jr. /s/
Secretary

UNION CARBIDE CORPORATION

E.E.F.
W.J.R.
BY: Donald B. Benedict /s/ F. R.L.
Vice President H.D.F.

T. A. Moore /s/
Assistant Secretary

THE STATE OF TEXAS)
COUNTY OF CAMERON)

BEFORE ME, the undersigned authority, on this day personally appeared Wm. T. Aldridge, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Chairman of the Board of Navigation and Canal Commissioners of the Brownsville Navigation District of Cameron County, Texas, a municipal corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in his official capacity as Chairman and as the act and deed of said District.

GIVEN under my hand and seal of office, this the 2nd day of JANUARY, A.D. 1960.

Laura Pallock /s/
Notary Public in and for Cameron County, Texas

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BRA 1413

THE STATE OF New York)(
COUNTY OF New York)(

BEFORE ME, the undersigned authority, on this day personally appeared Donald B. Benedict /s/, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Vice-President of Union Carbide Corporation, a private corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in his official capacity as stated, under the seal thereof, and as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 24th day of December, A.D. 1958.

Agnes B. Lynch /s/
Notary Public in and for
New York County, New York

BRA 1414

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ATTACHMENT D

Table III-2 Hazardous Waste Management Facility Component Summary Sheet

Verbal Description of Waste: Bal. Mill Residues

Process (see last column in Table III-1): 2869

TDWR Sequence Number of Waste (if assigned): 1

Indicate the facility components used for storage/processing/disposal of the above-specified waste by entering the number of such facility components by which this waste is managed.

___ Lagoon/Pond (unlined)
___ Lagoon/Pond (lined)
___ Basin (earthen, above-grade lined)
___ Basin (earthen, above-grade unlined)
___ Basin (earthen, below-grade lined)
___ Basin (earthen, below-grade unlined)
___ Basin (concrete, above-grade lined)
___ Basin (concrete, above-grade unlined)
___ Basin (concrete, below-grade lined)
___ Basin (concrete, below-grade unlined)
___ Basin (other)
___ Pit (lined)
1 Pit (unlined) (in place clay lined)
___ Incinerator
___ Open Controlled Incineration Area
___ Boiler (energy-producing)
___ Landfill (sanitary)
___ Landfill (surface, open)
___ Landfill (other)

___ Landfarm
___ Landspreading Area
___ Spray Irrigation Area
___ Flood Irrigation Area
___ Septic Tank/Drain Field
___ Injection Well
___ Tank (surface storage)
___ Tank (sub-surface storage)
___ Tank (surface processing)
___ Tank (sub-surface processing)
___ Tank (other)
___ Drum Storage Area (open)
___ Drum Storage Area (enclosed)
___ Drum Storage Area (other)
___ Bulk Storage Area (open)
___ Bulk Storage Area (enclosed)
___ Bulk Storage Area (other)
2 Other (specify Dempster Dumpster)

BRA 1415

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ATTACHMENT D

Table III-2 Hazardous Waste Management Facility Component Summary Sheet

Verbal Description of Waste: Off Spec Formic Acid

Process (see last column in Table III-1): 2869

TDWR Sequence Number of Waste (if assigned): Included in 2

Indicate the facility components used for storage/processing/disposal of the above-specified waste by entering the number of such facility components by which this waste is managed.

___ Lagoon/Pond (unlined)
___ Lagoon/Pond (lined)
___ Basin (earthen, above-grade lined)
___ Basin (earthen, above-grade unlined)
___ Basin (earthen, below-grade lined)
___ Basin (earthen, below-grade unlined)
___ Basin (concrete, above-grade lined)
___ Basin (concrete, above-grade unlined)
___ Basin (concrete, below-grade lined)
___ Basin (concrete, below-grade unlined)
___ Basin (other)
___ Pit (lined)
___ Pit (unlined)
*1 Incinerator
___ Open Controlled Incineration Area
___ Boiler (energy-producing)
___ Landfill (sanitary)
___ Landfill (surface, open)
___ Landfill (other)

___ Landfarm
___ Landspreading Area
___ Spray Irrigation Area
___ Flood Irrigation Area
___ Septic Tank/Drain Field
___ Injection Well
___ Tank (surface storage)
___ Tank (sub-surface storage)
___ Tank (surface processing)
___ Tank (sub-surface processing)
___ Tank (other)
___ Drum Storage Area (open)
___ Drum Storage Area (enclosed)
___ Drum Storage Area (other)
___ Bulk Storage Area (open)
___ Bulk Storage Area (enclosed)
___ Bulk Storage Area (other)
___ Other (specify _____)

* The waste incinerator is inactive at present and has been so for 2 years, but would need to be reactivated if the energy producing boiler which uses the flammable liquids as fuel were out of commission for more than a few days.

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ATTACHMENT D

Table III-2 Hazardous Waste Management Facility Component Summary Sheet

Verbal Description of Waste: Misc. Non-Chlorinated Flammable Liquids

Process (see last column in Table III-1): 2869

TDWR Sequence Number of Waste (if assigned): 2

Indicate the facility components used for storage/processing/disposal of the above-specified waste by entering the number of such facility components by which this waste is managed.

___ Lagoon/Pond (unlined)
___ Lagoon/Pond (lined)
___ Basin (earthen, above-grade lined)
___ Basin (earthen, above-grade unlined)
___ Basin (earthen, below-grade lined)
___ Basin (earthen, below-grade unlined)
___ Basin (concrete, above-grade lined)
___ Basin (concrete, above-grade unlined)
___ Basin (concrete, below-grade lined)
___ Basin (concrete, below-grade unlined)
___ Basin (other)
___ Pit (lined)
___ Pit (unlined)
* Incinerator
___ Open Controlled Incineration Area
___ Boiler (energy-producing)
___ Landfill (sanitary)
___ Landfill (surface, open)
___ Landfill (other)

___ Landfarm
___ Landspreading Area
___ Spray Irrigation Area
___ Flood Irrigation Area
___ Septic Tank/Drain Field
___ Injection Well
2 Tank (surface storage)
___ Tank (sub-surface storage)
___ Tank (surface processing)
___ Tank (sub-surface processing)
___ Tank (other)
___ Drum Storage Area (open)
___ Drum Storage Area (enclosed)
___ Drum Storage Area (other)
___ Bulk Storage Area (open)
___ Bulk Storage Area (enclosed)
___ Bulk Storage Area (other)
___ Other (specify _____)

* The waste incinerator is inactive at present and has been so for 2 years but would need to be reactivated if the energy producing boiler which uses the flammable liquids as fuel were out of commission for more than a few days.

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ATTACHMENT D

Table III-2 Hazardous Waste Management Facility Component Summary Sheet

Verbal Description of Waste: Sodium Hydroxide Solution (20%)

Process (see last column in Table III-1): 2869

TDWR Sequence Number of Waste (if assigned): NA

Indicate the facility components used for storage/processing/disposal of the above-specified waste by entering the number of such facility components by which this waste is managed.

___ Lagoon/Pond (unlined)
___ Lagoon/Pond (lined)
___ Basin (earthen, above-grade lined)
___ Basin (earthen, above-grade unlined)
___ Basin (earthen, below-grade lined)
___ Basin (earthen, below-grade unlined)
___ Basin (concrete, above-grade lined)
___ Basin (concrete, above-grade unlined)
___ Basin (concrete, below-grade lined)
___ Basin (concrete, below-grade unlined)
___ Basin (other)
___ Pit (lined)
1 Pit (unlined) (in place clay lined)
___ Incinerator
___ Open Controlled Incineration Area
___ Boiler (energy-producing)
___ Landfill (sanitary)
___ Landfill (surface, open)
___ Landfill (other)

___ Landfarm
___ Landspreading Area
___ Spray Irrigation Area
___ Flood Irrigation Area
___ Septic Tank/Drain Field
___ Injection Well
___ Tank (surface storage)
___ Tank (sub-surface storage)
___ Tank (surface processing)
___ Tank (sub-surface processing)
___ Tank (other)
___ Drum Storage Area (open)
___ Drum Storage Area (enclosed)
___ Drum Storage Area (other)
___ Bulk Storage Area (open)
___ Bulk Storage Area (enclosed)
___ Bulk Storage Area (other)
___ Other (specify _____
_____)

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ATTACHMENT D

Table III-2 Hazardous Waste Management Facility Component Summary Sheet

Verbal Description of Waste: Solids from tanks and production vessels

Process (see last column in Table III-1): _____

TDWR Sequence Number of Waste (if assigned): None

Indicate the facility components used for storage/processing/disposal of the above-specified waste by entering the number of such facility components by which this waste is managed.

___ Lagoon/Pond (unlined)
___ Lagoon/Pond (lined)
___ Basin (earthen, above-grade lined)
___ Basin (earthen, above-grade unlined)
___ Basin (earthen, below-grade lined)
___ Basin (earthen, below-grade unlined)
___ Basin (concrete, above-grade lined)
___ Basin (concrete, above-grade unlined)
___ Basin (concrete, below-grade lined)
___ Basin (concrete, below-grade unlined)
___ Basin (other)
___ Pit (lined)
1 Pit (unlined) (in place clay lined)
___ Incinerator
___ Open Controlled Incineration Area
___ Boiler (energy-producing)
___ Landfill (sanitary)
___ Landfill (surface, open)
___ Landfill (other)

___ Landfarm
___ Landspreading Area
___ Spray Irrigation Area
___ Flood Irrigation Area
___ Septic Tank/Drain Field
___ Injection Well
___ Tank (surface storage)
___ Tank (sub-surface storage)
___ Tank (surface processing)
___ Tank (sub-surface processing)
___ Tank (other)
___ Drum Storage Area (open)
___ Drum Storage Area (enclosed)
___ Drum Storage Area (other)
___ Bulk Storage Area (open)
___ Bulk Storage Area (enclosed)
___ Bulk Storage Area (other)
___ Other (specify _____)

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ATTACHMENT G

TDWR Sequence #6

TDWR Waste Code #179390

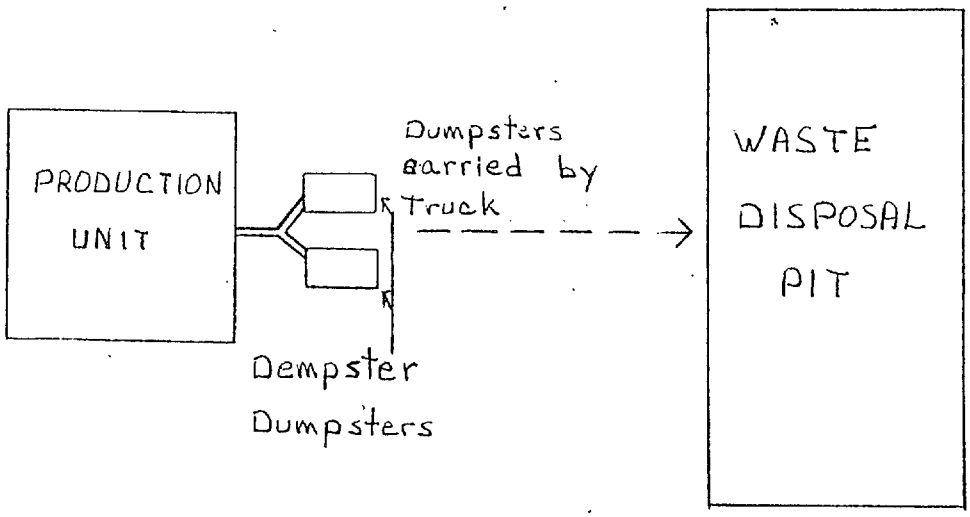
Old asbestos insulation is removed from time to time from facility structures. It is removed wet, placed in plastic bags, labeled with asbestos warning labels and carried to the Brownsville City landfill as agreed with the Texas Department of Health. Hazardous waste trip tickets accompany each load to the landfill. An average of 12 to 18 cu. yds. are disposed per month.

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ATTACHMENT G (Cont'd)

Process Flow Diagram for: Ball Mill Residues

Ball Mill Residues (TDWR Class I, Code 149390) are removed from time to time from a production unit called the Ball Mill. The residues are emptied into two DempsterDumpsters and carried to the waste disposal pit on the plant site. Natural mixing of the residue material in the waste disposal pit causes the chromium, which is its hazardous property, to become insoluble and not extract using EPA's procedure under Sect. 261.24, "Characteristic of EP Toxicity".



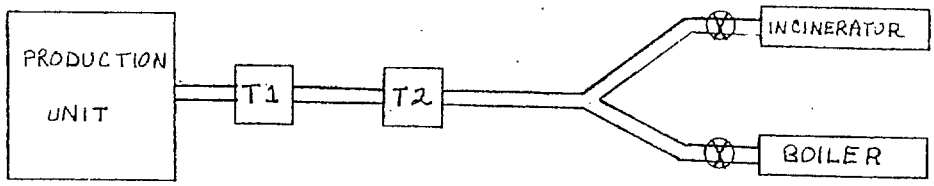
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ATTACHMENT G (Cont'd)

Process Flow Diagram for: Off Specification Formic Acid and Mixed Flammable Liquids

Off specification formic acid and mixed (non-chlorinated) flammable liquids (TDWR Class I, Code 111840) will be described together for the process flow diagram. The material includes an occasional lot of off-specification formic acid and the still bottoms from several of the refining columns which contain acetic, propionic and butyric acids. The material is normally pumped to a steam boiler which utilizes it as fuel. There are two surge tanks (#1 and #2) in the line from production unit to the boiler. The incinerator listed in this permit as an inactive facility was formerly used to burn this mixture of flammable materials, but it has not been used since the boiler was installed to utilize these materials for energy. But, in case of boiler breakdown lasting more than a few days, the incinerator would have to be reactivated.



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ATTACHMENT G (Cont'd)

Process Flow Diagram fo.: Sodium Hydroxide Solution (~ 20%)

A solution of sodium hydroxide is used from time to time for cleaning in a particular distillation column. The sodium hydroxide solution becomes weak and about once a year it is changed and the old solution is disposed of. This solution had previously been used for pH adjustment in our evaporation lake system but it is no longer needed for this purpose. It will now be carried by truck to the on-site waste disposal pit or transported to an approved off-site location.

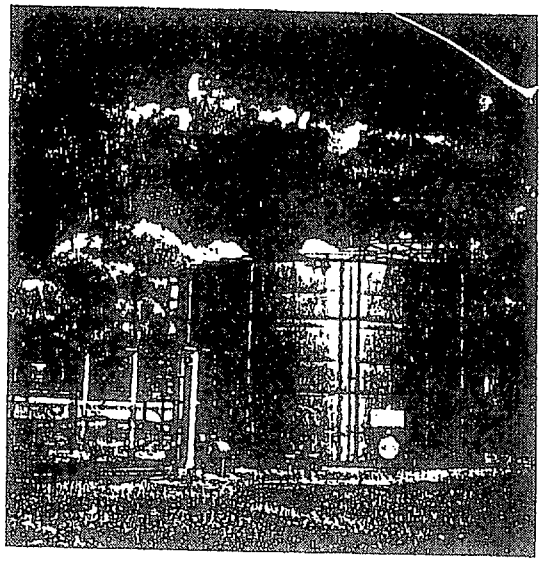
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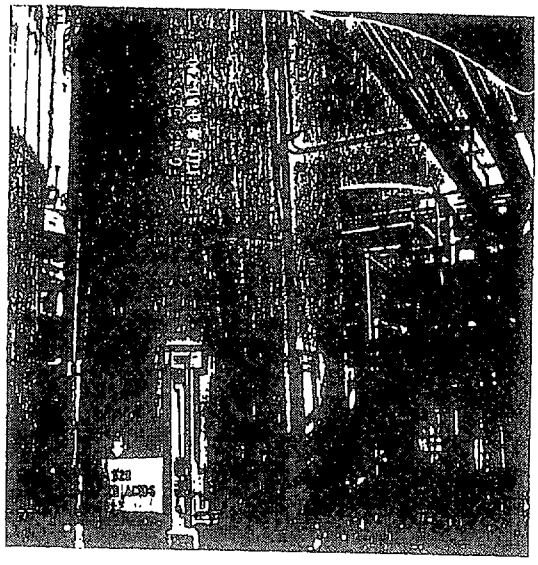
ATTACHMENT G

Miscellaneous solid materials are removed from process vessels and tanks during maintenance. These materials may contain Chromium in excess of the EP toxicity test limits. They will be either treated in the Waste Disposal Pit or shipped off site to an approved disposal location.

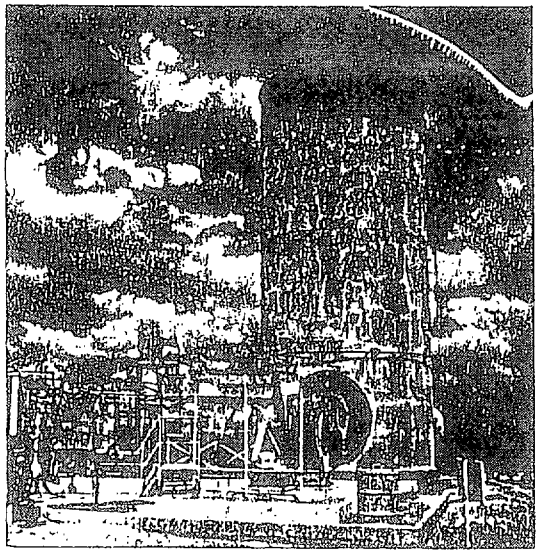
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ATTACHMENT F (1)





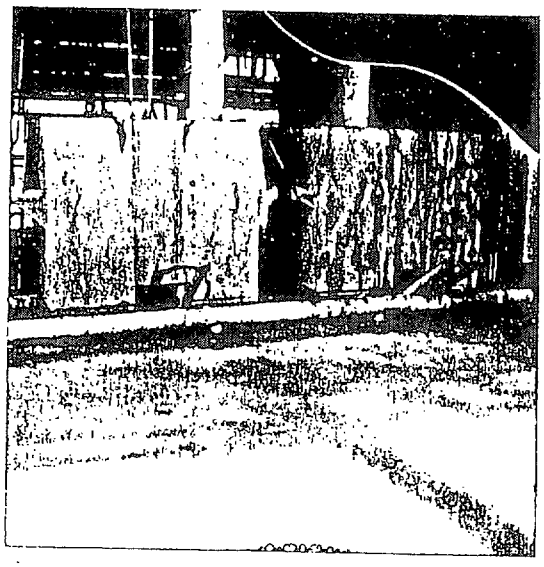
STORAGE TANKS



INCINERATOR

BRA 1425

ATTACHMENT F (2)



DEMPSTER DUMPSTERS



SURFACE IMPOUNDMENT

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