



BALCH & BINGHAM LLP

Alabama • Georgia • Mississippi • Washington, DC

James L. Noles, Jr.  
(205) 226-8767

Attorneys and Counselors  
1901 Sixth Avenue North, Suite 1500  
P.O. Box 306 (35201-0306)  
Birmingham, Alabama 35203-4642  
(205) 251-8100  
(205) 226-8799 Fax  
www.balch.com

(205) 488-5684 (direct fax)  
jnoles@balch.com

May 25, 2011

Via Federal Express and Email (waters.melissa@epa.gov)

Ms. Melissa Waters  
SEIMB 11<sup>th</sup> Floor  
U.S. Environmental Protection Agency  
61 Forsyth Street, S.W.  
Atlanta, Georgia 30303

**Re: Response to Request for Information Concerning Property Located at 200 & 220 Dexter Avenue Pursuant to Section 104 of CERCLA for the Capital City Plume Superfund Site (Site) in Montgomery, Alabama (dated March 24, 2011) (104 Request)**

Dear Ms. Waters:

My name is James L. Noles, Jr.; my firm represents Alabama Power Company (APC) in the above-referenced matter. Thank you for your agency's willingness to extend the initial response time for this information request to May 26, 2011; I trust that you will find this response, which I am making on APC's behalf, timely.

Among other items of information requested, the 104 Request asked APC to identify the personnel consulted in preparation of the response. Accordingly, please be advised that, in the course of preparing this response, the following personnel were consulted:

- Tommy Ryals, APC, Environmental Affairs Supervisor, 600 North 18th Street, Birmingham, Alabama 35203
- Mike Godfrey, APC, Environmental Affairs Manager, 600 North 18th Street, Birmingham, Alabama 35203
- Yolanda Barbour, APC, Team Leader, Land Research & Information Management, Corporate Real Estate, 600 North 18th Street, Birmingham, Alabama 35203
- Patrick Robinson, APC, GIS Project Specialist II, Land Research & Information Management, Corporate Real Estate, 600 North 18th Street, Birmingham, Alabama 35203



Ms. Melissa Waters

May 25, 2011

Page 2

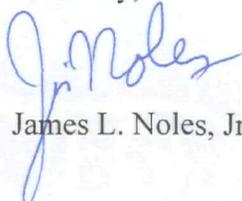
- Erica McKelvey, APC, Land Information Center, 600 North 18th Street, Birmingham, Alabama 35203
- Neil Mercer, APC, Manager, Local Accounting Department, 200 Dexter Avenue P.O. Box 160, Montgomery, Alabama 36104
- James Thrash, APC, Accounting Services Manager, 244 Dexter Avenue, Montgomery, Alabama 36104
- Cynthia Kidd, Southern Company, Corporate Secretary Department, 30 Ivan Allen, Jr. Blvd. NW, Atlanta, Georgia 30308
- Max Alexander (Retired), APC, Division Customer Service Manager, Montgomery, Alabama

APC is represented by counsel (i.e., Balch & Bingham LLP) in this matter. All of the foregoing persons can (and should) be contacted via me. My phone number is (205) 226-8767. You can also contact Matthew Bowden, Vice President of Environmental Affairs for APC, at (205) 257-4075. Also, please be aware that Elmer Harris, to whom EPA's 104 Request was addressed, retired several years ago and is no longer the president of APC.

With regard to this particular response, please be advised that, in making this response, APC does not waive any rights, defenses, claims or remedies and makes no admissions of fact, law, or liability. Furthermore, APC is not producing documents protected by the attorney-client communication privilege. With this submittal, it has responded to EPA's request for information as fully and completely as possible in the time allowed. My client understands its obligations in this matter and reserves the right to correct and/or supplement these responses if additional information or documents are discovered.

If you have any questions, please do not hesitate to contact me.

Sincerely,



James L. Noles, Jr.

**CAPITAL CITY PLUME SUPERFUND SITE  
FIRST INFORMATION REQUEST  
ALABAMA POWER COMPANY**

**Questions and Responses**

**Ownership of 200 & 220 Dexter Avenue**

1. **Are you or your company the owner of any interest in the Property located at 200 & 220 Dexter Avenue? If so, please describe the interest you or your company holds and provide a legible copy of the documents of acquisition, including any deed, tax certificate, receipt, mortgage, or financing statement relating to the acquisition of the Property.**

Alabama Power Company (APC) holds an interest in the property located at 200 and 220 Dexter Avenue. For a description of APC's interest, see documents APC-CCP-1-001 to -012.<sup>1</sup> Please be aware that there are four deeds that pertain to 200 & 220 Dexter Avenue.

2. **If you previously held any interest in Property located at 200 & 220 Dexter Avenue but have transferred that interest to another person, please describe the interest you held and the interest you transferred. Provide a legible copy of the documents of transfer to the other person, including any deed, tax certificate, receipt, mortgage, or financing statement relating to your transfer of the Site Property.**

N/A

3. **Please identify every person to whom you or your company have transferred any interest in any parcel of the Property located at 200 & 220 Dexter Avenue.**

N/A.

**You and Your Company**

4. **Identify your company by:**
- A. **Legal name, including any doing business as name;**  
Alabama Power Company
- B. **Date and state of incorporation, if any;**  
December 4, 1906; Alabama

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<sup>1</sup> APC is labeling the documents produced pursuant to EPA's request as follows: "APC" identifies Alabama Power Company; "CCP" identifies Capital City Plume, the first number refers to the question number; and the second number paginates the individual documents produced on a question-by-question basis.

**C. Complete mailing and physical address of the central office; and**

600 North 18th Street  
Birmingham, Alabama 35203

**D. Name and mailing address of your registered agent.**

Damon L. Story  
600 North 18th Street  
Birmingham, Alabama 35291

**5. Identify the person(s) authorized to discuss this Site with EPA by:**

**A. Full name and title;**

Matthew W. Bowden  
Vice President  
Environmental Affairs  
Alabama Power Company

**B. Mailing address and physical address; and**

600 North 18th Street  
Birmingham, Alabama 35203

**C. Daytime telephone number.**

(205) 257-4075

**6. Describe, in general, what sort of business your company conducts, including a list of products you manufacture or broker, services you provide or market, transactions you arrange, and anything you buy or sell.**

APC is a public utility company that generates and sells electric power, serving homes, businesses and industries in the southern two-thirds of Alabama. APC buys and sells a variety of goods and services related to the generation, transmission, and delivery of electric power throughout its service area.

**7. Describe the business activities your company have conducted and/or currently conducts at the property located at 200 & 220 Dexter Avenue.**

APC maintains a general business office in its District Building located at 200 & 220 Dexter Avenue. On the first floor of this office, customers can pay bills, set up orders, and receive support. The first floor of this building also houses bill collection activities for past due accounts. On the second and third floors of this building, APC conducts marketing operations.

**8. Identify any parent corporation and all subsidiaries of your company.**

APC is a wholly owned subsidiary of Southern Company. APC's current subsidiaries are as follows:

- Southern Electric Generating Company
- Alabama Property Company
- Alabama Energy Providers, Inc.
- Alabama Power Capital Trust IV (inactive)
- Alabama Power Capital Trust V
- Alabama Power Capital Trust VI (inactive)
- Alabama Power Capital Trust VII (inactive)
- Alabama Power Capital Trust VIII (inactive)

**Relevant Affiliations**

**9. If you, your company, or any of your company's officers have conducted business with any of the following, please describe the nature of that business, the individuals or companies involved, and the time period during which the business was transacted:**

**A. The Montgomery Advertiser;**

APC provides the Montgomery Advertiser with electric power service and believes that it began providing electric power to the Montgomery Advertiser as early as 1907. APC also holds a subscription to the Montgomery Advertiser and periodically purchases ad space from the Montgomery Advertiser. Upon information and belief, APC has not engaged in any other business relationship with the Montgomery Advertiser.

**B. Gannett Company, Inc.;**

It is APC's understanding the Gannett Company, Inc. owns the Montgomery Advertiser. For a description of APC's business relationship with Gannett Company, Inc., see the response provided for Question 9.A. Upon information and belief, APC has not engaged in any other business relationship with Gannett Company, Inc.

**C. Alabama State Department of Education**

APC provides the Alabama State Department of Education with electric power service and believes that it began such service when the Alabama State Department of Education was formed. Upon information and belief, APC has not engaged in any other business relationship with the Alabama State Department of Education.

### Acquisition of 200 & 220 Dexter Avenue

10. **Provide any agreements related to the purchase of the Property located at 200 & 220 Dexter Avenue.**

See documents enclosed pursuant to question 1.

11. **Describe what you knew about the Property prior to your acquisition of the Property, and list your sources of information.**

With the exception of the property located at 244 Dexter Avenue<sup>2</sup> (see below), APC acquired the property located at 200 and 220 Dexter Avenue, 261 Washington Avenue, 19 Lawrence Street, and 204 E Jefferson Street prior to the discovery of the Capital City Plume. Accordingly, APC had no knowledge of the Capital City Plume prior to those particular acquisitions (200 and 220 Dexter Avenue, 261 Washington Avenue, 19 Lawrence Street, and 204 E Jefferson Street) and, in fact, has no information evidencing any knowledge of any contamination on those particular parcels. Specifically:

- Prior to the acquisition of the property located at 200 & 220 Dexter Avenue in 1974–76, APC was not aware of any contamination on these parcels. *See* documents enclosed pursuant to question 1.
- Prior to the acquisition of the property located at 261 Washington Avenue in 1977, APC was not aware of any contamination on this parcel. *See* APC-CCP-11-207 to -210.
- Prior to the acquisition of the property located at 204 E Jefferson Street in 1917, APC was not aware of any contamination on this parcel. *See* APC-CCP-11-213 to -216.
- Prior to the acquisition of 19 Lawrence Street in 1980, APC was not aware of any contamination on this parcels. *See* APC-CCP-11-211 to -212.
- At various times prior to 1975, APC first acquired the property located at 244 Dexter Avenue. Prior to that time, APC was not aware of any contamination on this parcel. In 1975, APC sold the property located at 244 Dexter Avenue to American Property Investors IV. *See* APC-CCP-11-203 to -206. Upon this transfer, APC immediately took a leasehold interest in the property located at 244 Dexter Avenue and held this leasehold interest until 2004. *See* APC-CCP-11-126

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<sup>2</sup> Because EPA omits the specific reference to 200 and 220 Dexter Avenue in questions 11 through 17 and instead uses the broader term “Property” (as defined by EPA in its information request), APC has included information pertaining to 244 Dexter Avenue, 261 Washington Avenue, 19 Lawrence Street, and 204 E Jefferson Street in responding to EPA’s questions 11 through 17. Based on APC’s understanding of the location of the Capital City Plume (i.e., the area of downtown Montgomery that is bordered by Alabama Street (south), Pollard Street (north), Court Street (west), and Union Street (east)), 244 Dexter Avenue, 261 Washington Avenue, 19 Lawrence Street, and 204 E Jefferson Street are located within the Property as that term (“Property”) is defined by EPA in its information request.

to -202. In 2004, APC repurchased the property located at 244 Dexter Avenue, continuing to occupy this property since the time prior to its sale in 1975. See APC-CCP-11-126 to -131. Prior to the repurchase in 2004, APC was aware of the Capital City Plume Superfund Site located in downtown Montgomery. Specifically, in August of 2000, APC received confirmation from EPA that the monitoring well EPA placed in the parking lot was found to be free of any contaminants of concern both in the groundwater and the soil. For documents related to APC's knowledge of the property located at 244 Dexter Avenue prior to repurchasing the property in 2004 (that are located in APC's file regarding this acquisition), see documents APC-CCP-11-001 to -221.

It should be noted that even though APC repurchased the property located at 244 Dexter Avenue in 2004, APC has continuously occupied this parcel since at least 1975 when it sold the property located at 244 Dexter Avenue to American Property Investors IV. See APC-CCP-11-203 to -206.

**12. Describe, in detail, any and all investigations relating to the Site Property that you undertook prior to acquiring the Property, including investigations:**

In providing the following narrative responses to questions 12.A through 12.F, APC reasserts the dates on which the parcels in question were acquired:

200 & 220 Dexter Avenue: Acquired in 1974-76.

244 Dexter Avenue: Repurchased in 2004; APC originally sold its interest in this parcel in 1975 and immediately took back a leasehold interest; APC has continuously occupied this parcel from the time before the sale in 1975 to the present day.

261 Washington Avenue: Acquired in 1977.

19 Lawrence Street: Acquired in 1980.

204 E Jefferson Street: Acquired in 1917.

**A. About the previous owner(s) of the Property;**

APC is not aware of any investigations relating to the previous owners of the property located at 200, 220, and 244 Dexter Avenue, 261 Washington Avenue, 19 Lawrence Street, and 204 E Jefferson Street that were undertaken prior to acquiring these parcels.

**B. Into the historical uses of the Property;**

APC is not aware of any investigations relating to the historical uses of the property located at 200, 220, and 244 Dexter Avenue, 261 Washington Avenue,

19 Lawrence Street, and 204 E Jefferson Street that were undertaken prior to acquiring these parcels.

**C. By an environmental professional;**

APC is not aware of any investigations by an environmental professional of the property located at 200, 220, and 244 Dexter Avenue, 261 Washington Avenue, 19 Lawrence Street, and 204 E Jefferson Street that were undertaken prior to acquiring these parcels.

**D. Into the potential for contamination at the Property;**

APC is not aware of any investigations into the potential for contamination of the property located at 200 and 220 Dexter Avenue, 261 Washington Avenue, 19 Lawrence Street, and 204 E Jefferson Street that were undertaken prior to acquiring these parcels.

For information regarding APC's investigations into the potential for contamination at the property located at 244 Dexter Avenue, prior to the repurchase in 2004, see documents APC-ID-11-001 to -125.

**E. Involving any review of state, federal, or local government records concerning contamination at the Property; or**

APC is not aware of any investigations involving a review of state, federal, or local government records concerning alleged contamination of the property located at 200 and 220 Dexter Avenue, 261 Washington Avenue, 19 Lawrence Street, and 204 E Jefferson Street that were undertaken prior to acquiring these parcels.

For information regarding APC's investigations involving a review of state, federal, or local government records concerning alleged contamination of the property located at 244 Dexter Avenue, prior to the repurchase in 2004, see documents APC-ID-11-002 to -026, -035, -042 to -105.

**F. Involving visual inspection of the Property.**

APC is not aware of any environmental investigations involving visual inspection of the property located at 200, 220, and 244 Dexter Avenue, 261 Washington Avenue, 19 Lawrence Street, and 204 E Jefferson Street that were undertaken prior to acquiring these parcels.

**13. Describe any limitations on your opportunity or ability to investigate conditions at the Property prior to and after your acquisition of an interest in the Property.**

Following APC's acquisition of the property located at 200, 220, and 244 Dexter Avenue, 261 Washington Avenue, 19 Lawrence Street, and 204 E Jefferson Street, APC has not

become aware of any limitations on its opportunity or ability to investigate conditions at these parcels.

- 14. Do you or your company have any specialized knowledge or experience relating to evaluating or remediating environmental contamination on properties such as the Property? If so, please describe that knowledge or experience, in detail.**

APC has knowledge and experience related to evaluating and remediating environmental property contamination. Under current practices, APC will, as circumstances warrant, conduct property assessments under both the ASTM E 1527-00 Standard Practice for Environmental Site Assessments and the Environmental Protection Agency's (EPA) "All Appropriate Inquiries" standard under 30 CFR Part 137. If remediation of contaminated property is required, APC will clean up such property in accordance with all applicable federal, state, and local laws and regulations.

- 15. Please describe, in detail, any and all efforts you have made since you or your company acquired the Property to:**

In providing the following narrative response to questions 15.A through 15.C, APC reasserts the dates on which the parcels in question were acquired:

200 & 220 Dexter Avenue: Acquired in 1974-76.

244 Dexter Avenue: Repurchased in 2004; APC originally sold its interest in this parcel in 1975 and immediately took back a leasehold interest; APC has continuously occupied this parcel from the time before the sale in 1975 to the present day.

261 Washington Avenue: Acquired in 1977.

19 Lawrence Street: Acquired in 1980.

204 E Jefferson Street: Acquired in 1917.

- A. Stop any continuing release of hazardous substances on, about, or beneath the Property;**

Since acquiring the property located at 200, 220, and 244 Dexter Avenue, 261 Washington Avenue, 19 Lawrence Street, and 204 E Jefferson Street, APC is not aware of, and has never known of, any continuing release of hazardous substances on, about, or beneath these parcels.

**B. Prevent any threatened future release of hazardous substances on or from the Property; and**

Since acquiring the property located at 200 and 220 Dexter Avenue, 261 Washington Avenue, 19 Lawrence Street, and 204 E Jefferson Street, APC is not aware of, and has never known of, any threatened future release of hazardous substances on or from these parcels.

In regard to 244 Dexter Avenue, APC closed an underground storage tank (UST) in the late 1990s that was holding unleaded gasoline. The closure of the underground storage tank was conducted in accordance with the Alabama Department of Environmental Management's UST regulations. Specifically, holes were drilled in the soil around and under the UST to determine that it was proper to permanently close the UST by leaving it in place. Investigation and review of APC's files has failed to locate any records related to this closure, however, and so no such documents are appended to this response.

**C. Prevent or limit any human, environmental, or natural resource exposure to previously released hazardous substances on, about, or beneath the Property.**

Since acquiring the property located at 200, 220, and 244 Dexter Avenue, 261 Washington Street, 19 Lawrence Street, and 204 E Jefferson Street, APC is not aware of, and has never known of, any previously released hazardous substances on, about, or beneath these parcels.

**16. Describe any complaints related to air quality inside the building including odor, illness, etc.**

At 244 Dexter Avenue, APC received several complaints in 1999 about air quality from employees working on the fourth floor. An employee from APC's Safety and Health Department performed a walk-through survey to identify any potential indoor air quality problems and offered recommendations for any problems detected. For resolution of this complaint, see the response below to question 17.

At 244 Dexter Avenue, APC received verbal complaints in 2003 for a tar-related odor during repairs to the roof of the Southern Division building. The building's fresh air intake was sucking fumes from a tar kettle. For resolution of this complaint, see the response below to question 17.

At 261 Washington Avenue, APC received verbal complaints in 2010 for a paint-related odor when portions of the interior of the building were repainted with an oil-based paint. For resolution of this complaint, see the response below to question 17.

- 17. Describe measures taken to address the complaints mentioned in Question 16, and provide copies of the documents associated with the complaints and measures to address such complaints.**

At 244 Dexter Avenue, the air quality issues on the fourth floor were resolved by increasing the amount of fresh air to the HVAC system. See document APC-CCP-17-001-004.

At 244 Dexter Avenue, the tar-related odor issue was resolved by turning off the fresh air intake located near the tar kettle that was supplying hot tar to the roof repair operation. See document APC-CCP-17-005-007.

At 261 Washington Avenue, the paint-related odor issue was resolved once the paint had dried within a few days of its application. APC is not in possession of any documents pertaining to this incident.

**Other Sources of Information**

- 18. Are there any persons, other than those you have already identified, who are or were associated with your company, who may be better able to answer any of these questions? If so, please provide those persons' names, current mailing addresses, and current telephone numbers.**

Upon information and belief, there are no additional persons who may be better able to answer any of these questions.

- 19. If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. If the records were destroyed, provide the following:**

Upon information and belief, the relevant documents solicited in this information request are available and have been attached hereto.

- A. Your company's document retention policy;**

N/A

- B. A description of how the records were destroyed (burned, trashed, etc.) and the approximate date of destruction;**

N/A

- C. A description of the type of information that would have been contained in the documents;**

N/A

**D. The name, job title and most current address known by you of the person(s) who would have produced these documents, the person(s) who would have been responsible for the retention of these documents; the person(s) who would have been responsible for the destruction of these documents; and the person(s) who had and/or still may have the originals or copies of these documents; and**

N/A

**E. The names and most current address of any person(s) who may possess documents relevant to this inquiry.**

N/A

5 2 0 6

SP1098

Reply 322 pg 5 22

LAN 2675  
WARRANTY DEED - FORM 1

Sub parcel 1098  
abstract 9797

THIS INSTRUMENT IS FILED IN THE PUBLIC RECORDS OF THE  
 NAME Ala. Power Co., B'Ham Land Dept.  
 ADDRESS Ala. Power Co., B'Ham

SOURCE OF TITLE

| BOOK        |     | PAGE    |      |
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| SUBDIVISION | LOT | PLAT BK | PAGE |
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|             |     |         |      |
|             |     |         |      |

STATE OF ALABAMA )  
:  
Montgomery County)

KNOW ALL MEN BY THESE PRESENTS, That Lucy Hudson Smith and Husband, Sebie B. Smith; First Alabama Bank of Montgomery, N. A., as Trustee under the Will of Richard Furman Hudson; and First Alabama Bank of Montgomery, N. A., as Trustee under the Will of Richard Furman Hudson, Jr. (hereinafter called the grantors) for and in consideration of the sum of Eighty-five Thousand and No/100 Dollars (\$85,000.00), to us in hand paid by the ALABAMA POWER COMPANY, a corporation, the receipt whereof is hereby acknowledged, they have granted, bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the said ALABAMA POWER COMPANY, (hereinafter called the Company), its successors and assigns, the following described real estate, situated in the County of Montgomery and State of Alabama, and described as follows:

Lot 15 on the south side of Dexter Avenue, fronting thereon fifty feet and running back one hundred ten feet and being in that part of the City of Montgomery, Alabama, formerly known as New Philadelphia.

TO HAVE AND TO HOLD to the said Company, its successors and assigns, with all the rights and appurtenances thereunto belonging, forever.

Reference to the said Company shall include its successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 3<sup>rd</sup> day of September in the year of our Lord One Thousand Nine Hundred Seventy-Six.

Signed, Sealed and Delivered in Presence of:

Mary Jane Coleman

Lucy Hudson Smith (L.S.)  
Lucy Hudson Smith

Elizabeth L. Reaver

Sebie B. Smith (L.S.)  
Sebie B. Smith

First Alabama Bank of Montgomery, N. A., executes the within conveyance solely in its representative capacity above named, and not in its corporate capacity, and expressly limits its liability hereunder to property now or hereafter held by it in such capacity.

3 15  
Montgomery

3 15  
New Philadelphia

8 15  
DEXTER  
MONTGOMERY

00402

IN WITNESS WHEREOF, the said First Alabama Bank of Montgomery, N. A., as Trustee under the Will of Richard Furman Hudson has caused this instrument to be executed in its name by P. C. Campbell, as its Sr. Vice President and Trust Officer, and attested by H. M. Hobbie, its Trust Real Estate Officer, and its corporate seal to be affixed, on this the 30<sup>th</sup> day of September, 1976.

Attest:

H. M. Hobbie  
Trust Real Estate Officer

First Alabama Bank of Montgomery, N. A., as Trustee under the Will of Richard Furman Hudson

By P. C. Campbell  
Sr. Vice President and Trust Officer

IN WITNESS WHEREOF, the said First Alabama Bank of Montgomery, N. A., as Trustee under the Will of Richard Furman Hudson, Jr., has caused this instrument to be executed in its name by P. C. Campbell, as its Sr. Vice President and Trust Officer, and attested by H. M. Hobbie, its Trust Real Estate Officer, and its corporate seal to be affixed, on this the 30<sup>th</sup> day of September, 1976.

Attest:

H. M. Hobbie  
Trust Real Estate Officer

First Alabama Bank of Montgomery, N. A., as Trustee under the Will of Richard Furman Hudson, Jr.

By P. C. Campbell  
Sr. Vice President and Trust Officer

STATE OF ALABAMA )

County of Montgomery)

I, M. J. Coleman, a Notary Public

in and for said County in said State, hereby certify that Lucy Hudson Smith and Sebie B. Smith whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument they executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this the 30<sup>th</sup> day of September, 1976.

M. J. Coleman  
Notary Public, Alabama State at Large.  
My commission expires Aug. 21, 1977.

STATE OF ALABAMA )  
County of Montgomery)

I, M. J. Coleman, a Notary Public in and for said County in said State, hereby certify that P. C. Campbell, whose name as Sr. Vice President and Trust Officer (of First Alabama Bank of Montgomery, N. A., a corporation as Trustee under the Will of Richard Furman Hudson) is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of said conveyance, he, (in his capacity as such Sr. Vice President and Trust Officer) executed the same voluntarily on the day the same bears date (as such officer and with full authority) executed the same voluntarily for and as the act of said corporation, acting in its capacity as Trustee as aforesaid.

Given under my hand this the 30th day of September, 1976.

M. J. Coleman  
Notary Public, Alabama State at Large  
My commission expires Aug. 21, 1977

STATE OF ALABAMA )  
County of Montgomery)

I, M. J. Coleman, a Notary Public in and for said County in said State, hereby certify that P. C. Campbell, whose name as Sr. Vice President and Trust Officer (of First Alabama Bank of Montgomery, N. A., a corporation as Trustee under the Will of Richard Furman Hudson, Jr.) is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of said conveyance, he, (in his capacity as such Sr. Vice President and Trust Officer) executed the same voluntarily on the day the same bears date (as such officer and with full authority) executed the same voluntarily for and as the act of said corporation, acting in its capacity as Trustee as aforesaid.

Given under my hand this the 30th day of September, 1976.

M. J. Coleman  
Notary Public, Alabama State at Large  
My commission expires Aug. 21, 1977

STATE OF ALABAMA )  
COUNTY OF MONTGOMERY )  
I HEREBY CERTIFY

Nov 3 11 32 AM 1976

JUDGE OF PROBATE

00404

100  
25  
450  
8500  
9075

106 2-3  
0.0000  
0.0075

5406

Key 520

THIS INSTRUMENT WAS PREPARED BY: Land Dept.  
 NAME W.C. Dickson  
 ADDRESS Ala. Power Co., B'Ham

| SOURCE OF TITLE |      | PAGE    |      |
|-----------------|------|---------|------|
| BOOK            | PAGE | PLAT BK | PAGE |
| Q               | Q    | S       | T    |
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|                 |      |         |      |

Sub parcel 1098-1  
Abstract 9799

STATE OF ALABAMA )  
:  
Montgomery County)

KNOW ALL MEN BY THESE PRESENTS, That First Alabama Bank of Montgomery, N. A., as Trustee under the Will of Sam Rice Baker (hereinafter called the grantor), for and in consideration of the sum of Thirty-one Thousand and No/100 Dollars (\$31,000.00) to it in hand paid by the ALABAMA POWER COMPANY, a corporation, the receipt whereof is hereby acknowledged, it has granted, bargained and sold, and by these presents does hereby grant, bargain, sell and convey unto the said ALABAMA POWER COMPANY, (hereinafter called the Company), its successors and assigns, the following described real estate, situated in the County of Montgomery and State of Alabama, and described as follows:

The N $\frac{1}{2}$  of Lot 7 on the east side of Lawrence Street between Dexter Avenue and Washington Avenue fronting twenty-five feet on Lawrence Street and running back one hundred feet and being in that part of the City of Montgomery, Alabama formerly known as New Philadelphia.

Subject to that certain instrument dated May 10, 1912, wherein the Leak Undertaking Company conveyed a one-half interest in the brick wall located partly on the south side of the above described lot and partly on the north side of the south half of said Lot 7 to Algernon Blair. Said instrument being recorded in Deed Book 84 at page 19 in the office of Judge of Probate, Montgomery County, Alabama.

TO HAVE AND TO HOLD to the said Company, its successors and assigns, with all the rights and appurtenances thereunto belonging, forever.

Reference to the said Company shall include its successors and assigns.

First Alabama Bank of Montgomery, N. A., executes the within conveyance solely in its representative capacity above named, and not in its corporate capacity, and expressly limits its liability hereunder to property now or hereafter held by it in such capacity.

IN WITNESS WHEREOF, the said First Alabama Bank of Montgomery, N. A., as Trustee under the Will of Sam Rice Baker has caused this instrument to be executed in its name by P. C. Campbell, as its Sr. Vice President and Trust Officer and attested by H. M. Hobbie, its Trust Real Estate Officer, and its corporate seal to be affixed, on this the 30th day of September, 1976.

Attest:  
H. M. Hobbie  
Trust Real Estate Officer

First Alabama Bank of Montgomery, N. A., as Trustee under the Will of Sam Rice Baker  
By P. C. Campbell  
Sr. Vice President and Trust Officer

7  
-  
3 Montgomery

7  
-  
3 New Philadelphia

00480

7  
8 Lawrence Montgomery

STATE OF ALABAMA )

County of Montgomery)

I, A. J. Coleman, a Notary Public

in and for said County in said State, hereby certify that P. C. Campbell whose name as Sr. Vice President and Trust Officer of First Alabama Bank of Montgomery, N. A., as Trustee under the Will of Sam Rice Baker, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 3<sup>th</sup> day of September 1976.

A. J. Coleman  
Notary Public, Alabama State at Large  
My commission expires Aug. 21, 1977

Rec'd tax pd,  
105 2-3

00411

1098-1  
Southern Division Office

Additional Property

Montgomery County

First Alabama Bank of Montgomery,  
N. A., as Trustee under the Will  
of ~~Richard/Edna~~ Sam Rice Baker

TO

ALABAMA POWER COMPANY

Properly indexed and reported

00412

APC-CCP-1-006

52

SP 943

STATE OF ALABAMA,

MONTGOMERY County.

16  
3  
NEW  
Philadelphia

KNOW ALL MEN BY THESE PRESENTS, That We, Isaac E. Cohen and wife,  
Felice H. Cohen

16  
3  
MONTGOMERY

(hereinafter called the grantor s.....,) for and in consideration of the sum of  
Twenty-nine Thousand Five Hundred and no/100 -----Dollars,  
to us..... in hand paid by the ALABAMA POWER COMPANY,  
a corporation, the receipt whereof is hereby acknowledged, we have granted, bargained and sold, and  
by these presents do hereby grant, bargain, sell and convey unto the said ALABAMA POWER

COMPANY, (hereinafter called the Company), its successors and assigns, the following described  
real estate, situated in the County of Montgomery and State of Alabama, and described as follows:

The west half of Lot 16 on the south side of Dexter Avenue in that part of the  
City of Montgomery, Alabama, formerly known as New Philadelphia, being more parti-  
cularly described as follows:

Beginning at a point 51.7 feet east of the southeast intersection of Dexter  
Avenue and Lawrence Street, run thence east along the south side of Dexter Avenue  
a distance of 26 feet to a point; thence run south a distance of 110.85 feet to a  
point; run thence west a distance of 24.4 feet to a point; run thence north a distance  
of 110.7 feet to the point of beginning, being presently numbered by the City of  
Montgomery, as No. 212 Dexter Avenue.

The aforesaid property is described in accordance with a survey made by Frank B.  
Garrett, Civil Engineer, on April 21, 1971, a certified print of which appears of  
record in the Probate Office of Montgomery County, Alabama, in Real Property Book 119  
at Page 43, said instrument having been filed for record in said Probate Office on the  
10th day of May, 1971.

This conveyance is also made subject to the terms of that certain party wall  
agreement entered into on the \_\_\_\_ day of July, 1908, between the Advertiser Company  
and Mary Julia Dawson and L. G. Dawson, which agreement appears of record in the  
Probate Office of Montgomery County, Alabama, in Real Property Book 118 at Page 881,  
said instrument having been filed for record in said Probate Office on the 7th day  
of May, 1971.

The above described lands containing in all..... acres.

00400

TO HAVE AND TO HOLD to the said Company, its successors and assigns, with all the rights and appurtenances thereunto belonging, forever.

And the grantor...covenant...with the said Company, its successors and assigns, that they have lawfully seized in fee of the aforegranted premises; that the said premises contain the number of acres hereinabove mentioned; that they are free from all encumbrance; that...they have...a good right to sell and convey the same to the said Company, its successors and assigns, and that they will warrant and defend the said premises to the said Company, its successors and assigns, forever, against the lawful claims and demands of all persons.

Reference to the said Company shall include its successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hand.s and seal.s., this the 22<sup>nd</sup> day of July in the year of our Lord One Thousand Nine Hundred Seventy-four

Signed, Sealed and Delivered in Presence of:

Witness signatures and initials in a column on the right side of the page, each followed by "(L. S.)".

IN WITNESS WHEREOF, the said... has caused this instrument to be executed in its name by... as its President and attested by... its Secretary, and its corporate seal to be affixed, on this the... day of..., 19...

Attest:

Secretary. By Its President.

STATE OF ALABAMA
County of MONTGOMERY

I, Darleen P. Longcrier, a Notary Public in and for said County in said State, hereby certify that ISAAC E. COHEN

whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument he executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this the 22nd day of July, 1974

Darleen P. Longcrier
Notary Public

STATE OF ALABAMA  
County of MONTGOMERY

I, Darleen P. Longcrier a Notary Public

In and for said County, in said State, do hereby certify that Felice H. Cohen

whose name is signed to the foregoing Conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 22nd day of July, 1974

Darleen P. Longcrier

STATE OF ALA.  
MONTGOMERY, CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON

JUL 26 3 55 PM 1974

100  
25  
165  
STATE OF  
2950  
County of  
32140

STATE OF  
County of

I, \_\_\_\_\_ a \_\_\_\_\_

In and for said County in said State, do hereby certify that \_\_\_\_\_

whose name as \_\_\_\_\_, is signed \_\_\_\_\_

foregoing instrument and who is known to me, acknowledged before me on this day that being informed \_\_\_\_\_

of the contents of the instrument \_\_\_\_\_, in \_\_\_\_\_ capacity as such \_\_\_\_\_

executed the same voluntarily, on the day the same bears date. \_\_\_\_\_

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

001.00 : - A  
000.25 : ~ A  
001.65 : ~ A  
029.50 : # A  
032.40 : 8 II

STATE OF  
County of

I, \_\_\_\_\_ in and for said County, in said State, do hereby certify that \_\_\_\_\_

whose name \_\_\_\_\_ signed to the foregoing Conveyance, and who \_\_\_\_\_ known to me, acknowledged before me on this day, that, being informed of the contents of the Conveyance \_\_\_\_\_ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

STATE OF  
County of

I, \_\_\_\_\_ a \_\_\_\_\_ in and for said County in said State, hereby certify that \_\_\_\_\_

whose name as President of \_\_\_\_\_, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

*W.C. Dixon*

Southern Division Office  
Additional Property

Project.....

Parcel No.....943.....

**The State of Alabama**

County of.....Montgomery.....

Isaac E. Cohen and wife,.....

Felice H. Cohen.....

**TO**

Alabama Power Company.....

.....Company

**CONVEYANCE**

Form I.

STATE OF ALABAMA, }  
.....County. }

I hereby certify that the within conveyance  
was filed in this office for record on the.....  
day of ....., 19.....  
at .....o'clock.....M., and duly re-  
corded in the Deed Book .....page.....  
and examined.

.....  
Judge of Probate of said County.

Indexed and reported

**00183**

70

This instrument was prepared by  
Name W.C. Dickson in the  
Land Dept. of Alabama Power Co.  
LAN-1998 Address Birmingham, Al.

37 943-1  
RLPT 0254 PAGE 0097

THE STATE OF ALABAMA,

943-1

Montgomery County.

FILM FOR DISC ONLY

RECEIVED OF Alabama Power Company  
the sum of seventy-five thousand and no/100 - - - (\$75,000.00) - - - Dollars,  
being the full payment of the further sum of money referred to in the condition subsequent contained in that certain  
conveyance of lands in said County, executed by the undersigned to Alabama Power Company  
on the 30th day of December, 1974, and recorded in Deed Record 252, Page 370,  
in the office of the Judge of Probate of said County.

IN WITNESS WHEREOF we have hereunto set our hands and seals on this the 16<sup>th</sup> day of January  
1975

Allegra P. Cohen (L. S.)  
\_\_\_\_\_  
(L. S.)  
\_\_\_\_\_  
(L. S.)  
\_\_\_\_\_  
(L. S.)

WITNESS:

STATE OF ALABAMA  
County of Montgomery

I, W.C. Dickson, a Notary Public  
in and for said County in said State, hereby certify that Allegra P. Cohen, a widow  
whose name is  
signed to the foregoing instrument and who is known to me, acknowledged before me on this  
day that being informed of the contents of the instrument she executed the same voluntarily,  
on the day the same bears date.

Given under my hand and official seal, this the 16<sup>th</sup> day of January, 1975

W.C. Dickson  
NOTARY PUBLIC STATE AT LARGE

STATE OF \_\_\_\_\_  
County of \_\_\_\_\_

I, \_\_\_\_\_  
in and for said County in \_\_\_\_\_  
signed to the foregoing inst  
day that being informed of  
on the day the same bears c  
Given under my hand .

1.00  
1.00  
2.00

STATE OF ALA.  
MONTGOMERY CO.  
I CERTIFY THIS INSTRUMENT

55608 516

001.00 : - A  
001.00 : 2 A  
002.00 : 3 T

JAN 16 10 50 AM 1975

RECEIVED AS SHOWN ABOVE  
Russ O. Hooper  
JUDGE OF PROBATE

00187

W.C. Jackson

Southern Division Office  
Additional Property

Project.....

Parcel No. 943-1.....

**The State of Alabama**

County of Montgomery.....

Allegra P. Cohen, a widow.....

**TO**

Alabama Power Company.....

**Power Company**

**RECEIPT for BALANCE of PURCHASE  
MONEY**

Form 6101

**THE STATE OF ALABAMA,**

.....County. }

I hereby certify that the within instrument was  
filed in this office for record on the.....  
day of....., 19.....  
at.....o'clock.....m. and duly recorded in  
Deed Book.....page.....and ex-  
amined.

.....  
Judge of Probate of Said County.

Indexed and reported **60188**

## Godfrey, Mike (Environmental)

---

**From:** Pkbyington@aol.com  
**Sent:** Tuesday, March 14, 2000 1:32 AM  
**To:** Pkbyington@aol.com  
**Subject:** BEN - March 14, 2000

Bama Environmental News - BEN  
<http://www.BamaNews.com>  
March 14, 2000

- 1) Toxic Plume Could Endanger Montgomery Riverfront Development
- 2) Scenic Byways "Alabama the Beautiful" Legislation Introduced
- 3) More "Green" Bills In Alabama
- 4) Celebrate Wilderness In Anniston March 31 -April 1
- 5) Get the Lead Out of Alabama! A Public Conference
- 6) Job Openings at Camp McDowell

\*\*\*\*\*

1. Toxic Plume Could Endanger Montgomery Riverfront Development - A large toxic plume found in downtown Montgomery may endanger a \$130 million riverfront development plan, according to developer Herbert Scheuer in a February 12th Montgomery Advertiser article. The groundwater contamination, which was discovered in 1993, poses no threat to drinking water, but may "dim" hopes for a new riverfront plan if the contamination has spread to the point of being impossible to clean up.

This month, EPA will be testing the Montgomery downtown area near Monroe Street, to see if the toxic plume has grown, and is moving toward the Alabama River. According to Buddy Morgan, general manager of the Montgomery Water Works and Sanitary Sewer Board, the groundwater was contaminated with tetrachloroethylene, benzene, toluene, ethylbenzene and xylene - substances derived from dry cleaning fluids, cleaning solvents and printing ink.

2. Scenic Byways "Alabama the Beautiful" Legislation Introduced - Armed with nearly 30 Alabama Senate cosponsors, State Senator Wendell Mitchell introduced SB 438, a bill that would create, a statewide Scenic Byways Program. The bill has been appropriately called "Alabama the Beautiful."

If passed, SB 438 would establish a two-tiered program consisting of a volunteer Advisory Council of Alabama citizens and organizations, and an official Designation Committee of state agency heads. The Advisory Council will set standards and criteria, choose roadways that have been nominated by Alabama citizens and grassroots organizations, and pass these recommendations on to the Designating Committee. The Designating Committee will then designate the recommended roadways. A broad coalition, consisting of state agencies (Al. Dept. of Transportation & Bureau of Tourism and Travel), planning organizations (ADECA & Al. Assoc. of Regional Councils) and environmental groups (Scenic Alabama, ALALEAVS, Mobile Bay Watch) have created a broad base of support for this legislation. For more information about the "Alabama the Beautiful" bill, please contact Joe Watts, Executive Director of Scenic Alabama at: 205-322-2120 or email - Scenical@aol.com

3) More "Green" Bills In Alabama - Several environmental bills were introduced in the Alabama Legislature last week. Remember, you can access and read the entire bill by visiting the Alabama Legislature website at: <http://www.legislature.state.al.us/searchableInstruments/2000RS/Bills> and clicking on the bill number. Go to <http://www.BamaNews.com> and read last week's BEN to access the bills introduced earlier in the session. Here are



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4  
ATLANTA FEDERAL CENTER  
61 FORSYTH STREET  
ATLANTA, GEORGIA 30303-8960

October 16, 2000

Mr. Mike Godfrey  
Alabama Power Company  
P.O. Box 2641  
Birmingham, AL 35291

SUBJ: Soil and Groundwater Sample Analysis Data for Monitoring Well #9S

Dear Mr. Godfrey:

As you are aware, the United States Environmental Protection Agency (EPA) is investigating the release or threat of release of hazardous substances, pollutants, or contaminants at the Capitol City Plume Site in Montgomery, Alabama (Site). Tetrachloroethylene (PCE) and benzene, toluene, ethylbenzene and xylene (BTEX) were discovered several years ago in City groundwater and in two municipal wells. The municipal wells were taken out of service to protect the quality of the City's drinking water system. PCE and BTEX are chemicals often used by dry cleaners, automobile service stations, and print shops. EPA's investigation will provide information about the extent of PCE and BTEX contamination in the groundwater and possible sources of these chemicals.

To date, groundwater from sixteen (16) monitoring wells and soils from fourteen (14) of the wells were collected and analyzed for metals, extractables, pesticides/PCBs, classical/nutrients, and volatiles. The results of the groundwater analyses were compared to EPA drinking water standards or Maximum Contaminant Levels (MCLs). MCLs are the maximum permissible levels of a contaminant in water which is delivered to any user of a public water system. The analytical results from the soils were compared to EPA's Region 9 (San Francisco, CA) Preliminary Remedial Goals (PRGs). Fortunately, results from this initial round of soil sampling did not reveal contamination which reached levels of concern.

Additionally, the contaminants PCE and BTEX were not detected in groundwater above MCLs in the well located on your lease. The results are measured in micrograms per liter (ug/L) or parts per billion (ppb). In comparison to money or length, one ppb is equivalent to one penny in 10 million dollars or one inch in 16,000 miles.

Since the investigation is ongoing, it is premature to derive any final conclusions from the first round of sampling analyses from the wells. At the present time, EPA plans to take additional groundwater samples from all of the wells during the month November or December 2000.

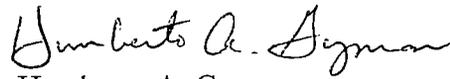
Internet Address (URL) • <http://www.epa.gov>

Recycled/Recyclable • Printed with Vegetable Oil Based Inks on Recycled Paper (Minimum 30% Postconsumer)

APC-CCP-11-002

I have enclosed the analytical data for the well on your leased property, a map of all wells which were monitored, and a map representing those wells in which the groundwater exceeded MCLs. If you have any questions regarding the laboratory analysis, please contact me at 1-800-435-9234 or (404)562-8942. Your assistance and cooperation are appreciated.

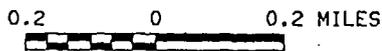
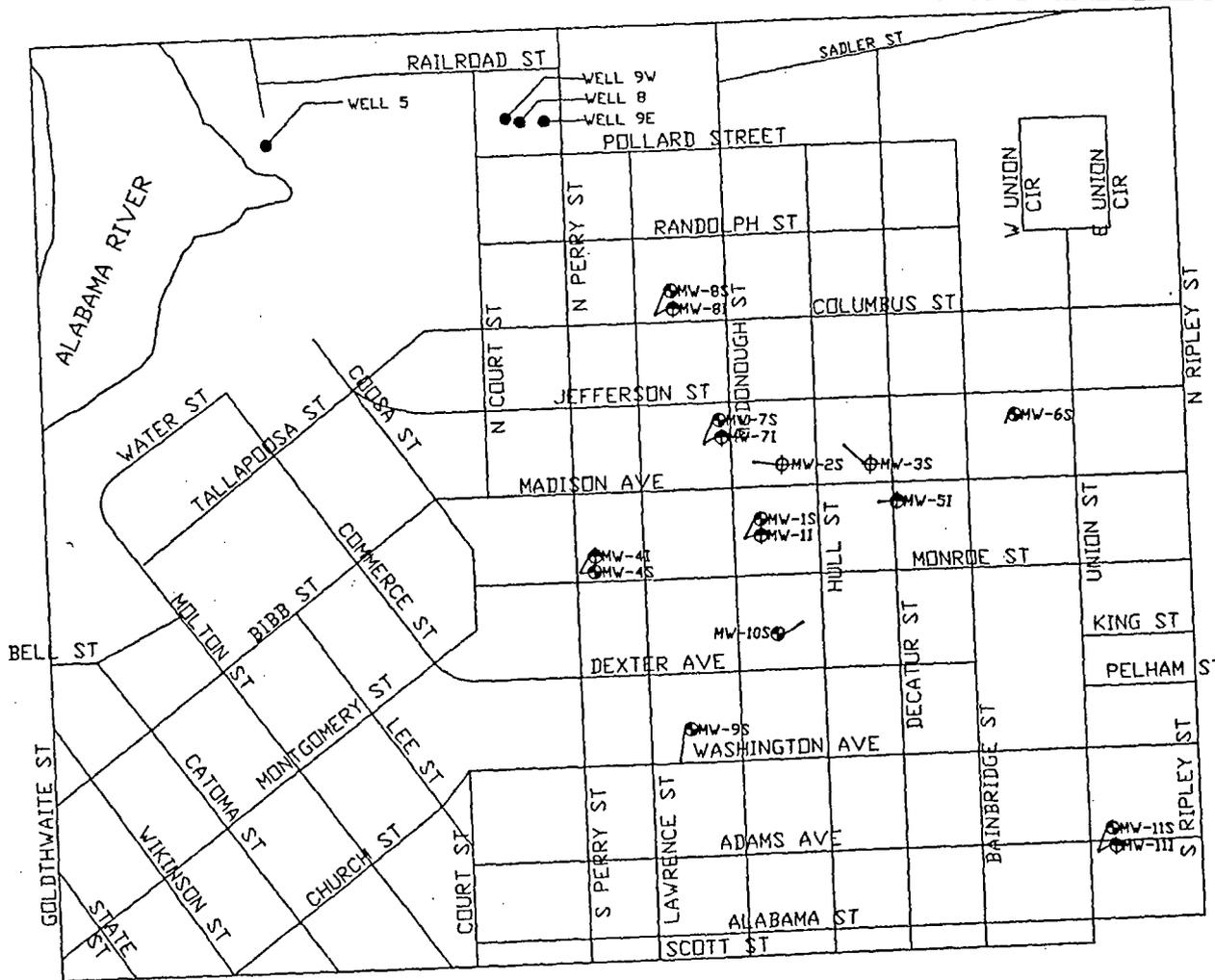
Sincerely,



Humberto A. Guzman  
Remedial Project Manager

Enclosures (4)

CAD DWG NO: FPC-1 ORIGINAL DWG SIZE MOST RECENT REVISION  
 DATE: 12-24-99 11 x 17 REVISION DATE: 9-24-99  
 PLOT SCALE: 1"=0.2 MILES AND SUBSEQUENT PLOTTERS INITIALS: AKV



LEGEND

- PUBLIC WATER SUPPLY WELL
- ⊙ INTERMEDIATE MONITORING WELL
- ⊕ SHALLOW MONITORING WELL
- ⊕ ADEM MONITORING WELL

SCALE: 1"= 0.2 MILES



CAPITOL CITY PLUME SITE  
 MONTGOMERY, MONTGOMERY COUNTY, ALABAMA

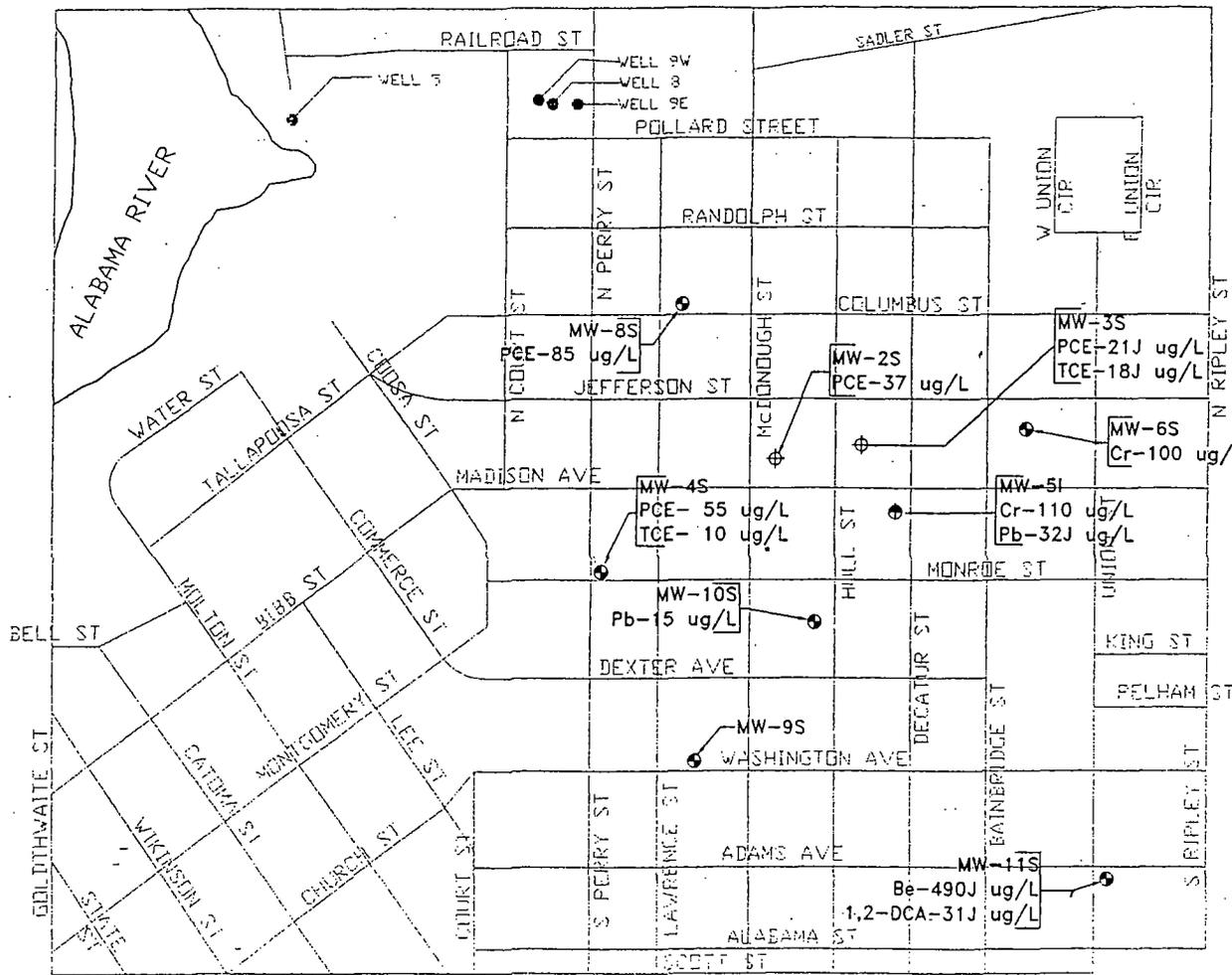
MONITORING WELL LOCATION MAP

FIGURE  
 2-1

APC-CCP-11-004



CAD DWG NO: FIC3-1 ORIGINAL DWG SIZE 11 x 17  
 MOST RECENT REVISION DATE: 9-24-99  
 REVISION DATE: 9-24-99  
 PLOT SCALE: 1"=0.2 MILES FILE: R/010100/DAT/0001.DWG DRAFTER'S INITIALS: ARV



LEGEND

- Be - BENZENE
- 1,2-DCA - 1,2-DICHLOROETHANE
- PCE - TETRACHLOROETHENE
- TCE - TRICHLOROETHENE
- Cr - CHROMIUM
- Pb - LEAD
- ug/L - MICROGRAMS PER LITER
- PUBLIC WATER SUPPLY WELL
- ⊕ INTERMEDIATE MONITORING WELL
- ⊙ SHALLOW MONITORING WELL
- ⊕ ADEM MONITORING WELL



SCALE: 1"= 0.2 MILES

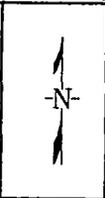


CAPITOL CITY PLUME SITE  
 MONTGOMERY, MONTGOMERY COUNTY, ALABAMA

GROUNDWATER ANALYTICAL DATA MAP  
 EXCEEDANCES OF MCLs

FIGURE  
 3-6

APC-CCP-11-005



Sample 6680 FY 2000 Project: 00-0218

Produced by: Goddard, Denise

## EXTRACTABLES SCAN

Requestor:

Facility: Capitol City Plume Site

Montgomery, AL

Project Leader: HGUZMAN

Program: SSF

Case No: 28023

Beginning: 05/02/2000 10:10

Id/Station: CCMW9S /

MD No: 0438

Inorg Contractor: SENTIN

Ending:

Media: GROUNDWATER

D No: 0438

Org Contractor: ATAS

| RESULTS | UNITS | ANALYTE                          | RESULTS | UNITS | ANALYTE                              |
|---------|-------|----------------------------------|---------|-------|--------------------------------------|
| 10UR    | UG/L  | BENZALDEHYDE                     | 10U     | UG/L  | 2,4-DINITROTOLUENE                   |
| 10U     | UG/L  | PHENOL                           | 10U     | UG/L  | DIETHYL PHTHALATE                    |
| 10U     | UG/L  | BIS(2-CHLOROETHYL) ETHER         | 10U     | UG/L  | FLUORENE                             |
| 10U     | UG/L  | 2-CHLOROPHENOL                   | 10U     | UG/L  | 4-CHLOROPHENYL PHENYL ETHER          |
| 10U     | UG/L  | 2-METHYLPHENOL                   | 25UR    | UG/L  | 4-NITROANILINE                       |
| 10U     | UG/L  | BIS(2-CHLOROISOPROPYL) ETHER     | 25U     | UG/L  | 2-METHYL-4,6-DINITROPHENOL           |
| 10U     | UG/L  | ACETOPHENONE                     | 10U     | UG/L  | N-NITROSODIPHENYLAMINE/DIPHENYLAMINE |
| 10U     | UG/L  | (3-AND/OR 4-)METHYLPHENOL        | 10U     | UG/L  | 4-BROMOPHENYL PHENYL ETHER           |
| 10UJ    | UG/L  | N-NITROSODI-N-PROPYLAMINE        | 10U     | UG/L  | HEXACHLOROBENZENE (HCB)              |
| 10U     | UG/L  | HEXACHLOROETHANE                 | 10U     | UG/L  | ATRAZINE                             |
| 10U     | UG/L  | NITROBENZENE                     | 25U     | UG/L  | PENTACHLOROPHENOL                    |
| 10U     | UG/L  | ISOPHORONE                       | 10U     | UG/L  | PHENANTHRENE                         |
| 10U     | UG/L  | 2-NITROPHENOL                    | 10U     | UG/L  | ANTHRACENE                           |
| 10U     | UG/L  | 2,4-DIMETHYLPHENOL               | 10U     | UG/L  | CARBAZOLE                            |
| 10U     | UG/L  | BIS(2-CHLOROETHOXY)METHANE       | 10U     | UG/L  | DI-N-BUTYLPHTHALATE                  |
| 10U     | UG/L  | 2,4-DICHLOROPHENOL               | 10U     | UG/L  | FLUORANTHENE                         |
| 10U     | UG/L  | NAPHTHALENE                      | 10U     | UG/L  | PYRENE                               |
| 10U     | UG/L  | 4-CHLOROANILINE                  | 10U     | UG/L  | BENZYL BUTYL PHTHALATE               |
| 10U     | UG/L  | HEXACHLOROBUTADIENE              | 10U     | UG/L  | 3,3'-DICHLOROBENZIDINE               |
| 10U     | UG/L  | CAPROLACTAM                      | 10U     | UG/L  | BENZO(A)ANTHRACENE                   |
| 10U     | UG/L  | 4-CHLORO-3-METHYLPHENOL          | 10U     | UG/L  | CHRYSENE                             |
| 10U     | UG/L  | 2-METHYLNAPHTHALENE              | 10U     | UG/L  | BIS(2-ETHYLHEXYL) PHTHALATE          |
| 10U     | UG/L  | HEXACHLOROCYCLOPENTADIENE (HCCP) | 10U     | UG/L  | DI-N-OCTYLPHTHALATE                  |
| 10U     | UG/L  | 2,4,6-TRICHLOROPHENOL            | 10U     | UG/L  | BENZO(B)FLUORANTHENE                 |
| 25U     | UG/L  | 2,4,5-TRICHLOROPHENOL            | 10U     | UG/L  | BENZO(K)FLUORANTHENE                 |
| 10U     | UG/L  | 1,1-BIPHENYL                     | 10U     | UG/L  | BENZO-A-PYRENE                       |
| 10U     | UG/L  | 2-CHLORONAPHTHALENE              | 10U     | UG/L  | INDENO (1,2,3-CD) PYRENE             |
| 25U     | UG/L  | 2-NITROANILINE                   | 10U     | UG/L  | DIBENZO(A,H)ANTHRACENE               |
| 10U     | UG/L  | DIMETHYL PHTHALATE               | 10U     | UG/L  | BENZO(GHI)PERYLENE                   |
| 10U     | UG/L  | 2,6-DINITROTOLUENE               |         |       |                                      |
| 10U     | UG/L  | ACENAPHTHYLENE                   |         |       |                                      |
| 25U     | UG/L  | 3-NITROANILINE                   |         |       |                                      |
| 10U     | UG/L  | ACENAPHTHENE                     |         |       |                                      |
| 25U     | UG/L  | 2,4-DINITROPHENOL                |         |       |                                      |
| 25U     | UG/L  | 4-NITROPHENOL                    |         |       |                                      |
| 10U     | UG/L  | DIBENZOFURAN                     |         |       |                                      |

APC-CCP-11-006

-average value. NA-not analyzed. NAI-interferences. J-estimated value. N-presumptive evidence of presence of material.

-actual value is known to be less than value given. L-actual value is known to be greater than value given. U-material was analyzed for but not detected. the number is the minimum quantitation limit.

-qc indicates that data unusable. compound may or may not be present. resampling and reanalysis is necessary for verification.

-confirmed by gcms: 1.when no value is reported, see chlordane constituents 2.constituents or metabolites of technical chlordane

Sample 6680 FY 2000 Project: 00-0218

Produced by: Goddard, Denise

## MISCELLANEOUS COMPOUNDS

Requestor:

Facility: Capitol City Plume Site

Montgomery, AL

Project Leader: HGUZMAN

Program: SSF

Case No: 28023

Beginning: 05/02/2000 10:10

Id/Station: CCMW9S /

MD No: 0438

Inorg Contractor: SENTIN

Ending:

Media: GROUNDWATER

D No: 0438

Org Contractor: ATAS

| RESULTS | UNITS | ANALYTE                      |
|---------|-------|------------------------------|
| 3JN     | UG/L  | BENZYL ALCOHOL               |
| 7JN     | UG/L  | ETHANOL, 2-(2-BUTOXYETHOXY)- |
| 17J     | UG/L  | 3 UNKNOWN                    |

APC-CCP-11-007

DATA REPORTED AS IDENTIFIED BY CLP LAB - IDS NOT VERIFIED

v-average value. NA-not analyzed. NAI-interferences. J-estimated value. N-presumptive evidence of presence of material.

L-actual value is known to be less than value given. L-actual value is known to be greater than value given. U-material was analyzed for but not detected. the number is the minimum quantitation limit.

L-qc indicates that data unusable. compound may or may not be present. resampling and reanalysis is necessary for verification.

C-confirmed by gcms: 1.when no value is reported, see chlordane constituents 2.constituents or metabolites of technical chlordane

Sample 6680 FY 2000 Project: 00-0218

Produced by: Goddard, Denise

## PESTICIDES SCAN

Requestor:

Facility: Capitol City Plume Site

Montgomery, AL

Project Leader: HGUZMAN

Program: SSF

Case No: 28023

Beginning: 05/02/2000 10:10

Id/Station: CCMW9S /

MD No: 0438

Inorg Contractor: SENTIN

Ending:

Media: GROUNDWATER

D No: 0438

Org Contractor: ATAS

| RESULTS | UNITS | ANALYTE                 |
|---------|-------|-------------------------|
| 0.050UJ | UG/L  | ALPHA-BHC               |
| 0.050UJ | UG/L  | BETA-BHC                |
| 0.050UJ | UG/L  | DELTA-BHC               |
| 0.039J  | UG/L  | GAMMA-BHC (LINDANE)     |
| 0.050UJ | UG/L  | HEPTACHLOR              |
| 0.050UJ | UG/L  | ALDRIN                  |
| 0.050U  | UG/L  | HEPTACHLOR EPOXIDE      |
| 0.050UJ | UG/L  | ENDOSULFAN I (ALPHA)    |
| 0.19J   | UG/L  | DIELDRIN                |
| 0.10UJ  | UG/L  | 4,4'-DDE (P,P'-DDE)     |
| 0.10UJ  | UG/L  | ENDRIN                  |
| 0.10UJ  | UG/L  | ENDOSULFAN II (BETA)    |
| 0.10UJ  | UG/L  | 4,4'-DDD (P,P'-DDD)     |
| 0.10UJ  | UG/L  | ENDOSULFAN SULFATE      |
| 0.10UJ  | UG/L  | 4,4'-DDT (P,P'-DDT)     |
| 0.50UJ  | UG/L  | METHOXYCHLOR            |
| 0.029J  | UG/L  | ENDRIN KETONE           |
| 0.10UJ  | UG/L  | ENDRIN ALDEHYDE         |
| 0.010JN | UG/L  | ALPHA-CHLORDANE /2      |
| 0.006JN | UG/L  | GAMMA-CHLORDANE /2      |
| 5.0UJ   | UG/L  | TOXAPHENE               |
| 1.0UJ   | UG/L  | PCB-1016 (AROCLOR 1016) |
| 2.0UJ   | UG/L  | PCB-1221 (AROCLOR 1221) |
| 1.0UJ   | UG/L  | PCB-1232 (AROCLOR 1232) |
| 1.0UJ   | UG/L  | PCB-1242 (AROCLOR 1242) |
| 1.0UJ   | UG/L  | PCB-1248 (AROCLOR 1248) |
| 1.0UJ   | UG/L  | PCB-1254 (AROCLOR 1254) |
| 1.0UJ   | UG/L  | PCB-1260 (AROCLOR 1260) |

APC-CP-11-008

-average value. NA-not analyzed. NAI-interferences. J-estimated value. N-presumptive evidence of presence of material.

-actual value is known to be less than value given. L-actual value is known to be greater than value given. U-material was analyzed for but not detected. the number is the minimum quantitation limit.

-qc indicates that data unusable. compound may or may not be present. resampling and reanalysis is necessary for verification.

-confirmed by gcms: 1.when no value is reported, see chlordane constituents 2.constituents or metabolites of technical chlordane

Sample 6680 FY 2000 Project: 00-0218

Produced by: McConney, John

## METALS SCAN

Requestor:

Facility: Capitol City Plume Site

Montgomery, AL

Project Leader: HGUZMAN

Program: SSF

Case No: 28023

Beginning: 05/02/2000 10:10

Id/Station: CCMW9S /

MD No: 0438

Inorg Contractor: SENTIN

Ending:

Media: GROUNDWATER

D No: 0438

Org Contractor: ATAS

| RESULTS | UNITS | ANALYTE       |
|---------|-------|---------------|
| 1400J   | UG/L  | ALUMINUM      |
| 2.6U    | UG/L  | ANTIMONY      |
| 1.9U    | UG/L  | ARSENIC       |
| 150     | UG/L  | BARIUM        |
| 0.20    | UG/L  | BERYLLIUM     |
| 0.60U   | UG/L  | CADMIUM       |
| 11000   | UG/L  | CALCIUM       |
| 82      | UG/L  | CHROMIUM      |
| 3.8U    | UG/L  | COBALT        |
| 74U     | UG/L  | COPPER        |
| 1900    | UG/L  | IRON          |
| 4.3     | UG/L  | LEAD          |
| 4300    | UG/L  | MAGNESIUM     |
| 300     | UG/L  | MANGANESE     |
| 0.10U   | UG/L  | TOTAL MERCURY |
| 85J     | UG/L  | NICKEL        |
| 3500J   | UG/L  | POTASSIUM     |
| 2.2U    | UG/L  | SELENIUM      |
| 1.2U    | UG/L  | SILVER        |
| 12000   | UG/L  | SODIUM        |
| 3.5U    | UG/L  | THALLIUM      |
| 1.8U    | UG/L  | VANADIUM      |
| 91U     | UG/L  | ZINC          |
| 10U     | UG/L  | CYANIDE       |

APC-CCP-11-009

A-average value. NA-not analyzed. NAI-interferences. J-estimated value. N-presumptive evidence of presence of material.

K-actual value is known to be less than value given. L-actual value is known to be greater than value given. U-material was analyzed for but not detected. the number is the minimum quantitation limit.

R-qc indicates that data unusable. compound may or may not be present. resampling and reanalysis is necessary for verification.

C-confirmed by gcms: 1.when no value is reported, see chlordane constituents 2.constituents or metabolites of technical chlordane

Sample 6680 FY 2000 Project: 00-0218

Produced by: Goddard, Denise

## VOLATILES SCAN

Requestor:

Facility: Capitol City Plume Site Montgomery, AL

Project Leader: HGUZMAN

Program: SSF

Case No: 28023

Beginning: 05/02/2000 10:10

Id/Station: CCMW9S /

MD No: 0438

Inorg Contractor: SENTIN

Ending:

Media: GROUNDWATER

D No: 0438

Org Contractor: ATAS

| RESULTS | UNITS | ANALYTE   | RESULTS | UNITS | ANALYTE                            |
|---------|-------|---|---------|-------|------------------------------------|
| 10UJ    | UG/L  | DICHLORODIFLUOROMETHANE                           | 10UJ    | UG/L  | CHLORO BENZENE                     |
| 10UJ    | UG/L  | CHLOROMETHANE                                     | 10UJ    | UG/L  | ETHYL BENZENE                      |
| 10UJ    | UG/L  | VINYL CHLORIDE                                    | 10UJ    | UG/L  | TOTAL XYLENES                      |
| 10UJ    | UG/L  | BROMOMETHANE                                      | 10UJ    | UG/L  | STYRENE                            |
| 10UJ    | UG/L  | CHLOROETHANE                                      | 10UJ    | UG/L  | BROMOFORM                          |
| 10UJ    | UG/L  | TRICHLOROFLUOROMETHANE                            | 10UJ    | UG/L  | ISOPROPYLBENZENE                   |
| 10UJ    | UG/L  | 1,1-DICHLOROETHENE (1,1-DICHLOROETHYLENE)         | 10UJ    | UG/L  | 1,1,2,2-TETRACHLOROETHANE          |
| 10UJ    | UG/L  | 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE (FREON 113) | 10UJ    | UG/L  | 1,3-DICHLORO BENZENE               |
| 25J     | UG/L  | ACETONE   | 10UJ    | UG/L  | 1,4-DICHLORO BENZENE               |
| 10UJ    | UG/L  | CARBON DISULFIDE                                  | 10UJ    | UG/L  | 1,2-DICHLORO BENZENE               |
| 10UJ    | UG/L  | METHYL ACETATE                                    | 10UJ    | UG/L  | 1,2-DIBROMO-3-CHLOROPROPANE (DBCP) |
| 10UJ    | UG/L  | METHYLENE CHLORIDE                                | 10UJ    | UG/L  | 1,2,4-TRICHLORO BENZENE            |
| 10UJ    | UG/L  | TRANS-1,2-DICHLOROETHENE                          |         |       |                                    |
| 10UJ    | UG/L  | METHYL T-BUTYL ETHER (MTBE)                       |         |       |                                    |
| 10UJ    | UG/L  | 1,1-DICHLOROETHANE                                |         |       |                                    |
| 10UJ    | UG/L  | CIS-1,2-DICHLOROETHENE                            |         |       |                                    |
| 10UJ    | UG/L  | METHYL ETHYL KETONE                               |         |       |                                    |
| 10UJ    | UG/L  | CHLOROFORM  |         |       |                                    |
| 10UJ    | UG/L  | 1,1,1-TRICHLOROETHANE                             |         |       |                                    |
| 10UJ    | UG/L  | CYCLOHEXANE                                       |         |       |                                    |
| 10UJ    | UG/L  | CARBON TETRACHLORIDE                              |         |       |                                    |
| 10UJ    | UG/L  | BENZENE   |         |       |                                    |
| 10UJ    | UG/L  | 1,2-DICHLOROETHANE                                |         |       |                                    |
| 10UJ    | UG/L  | TRICHLOROETHENE (TRICHLOROETHYLENE)               |         |       |                                    |
| 10UJ    | UG/L  | METHYLCYCLOHEXANE                                 |         |       |                                    |
| 10UJ    | UG/L  | 1,2-DICHLOROPROPANE                               |         |       |                                    |
| 10UJ    | UG/L  | BROMODICHLOROMETHANE                              |         |       |                                    |
| 10UJ    | UG/L  | CIS-1,3-DICHLOROPROPENE                           |         |       |                                    |
| 10UJ    | UG/L  | METHYL ISOBUTYL KETONE                            |         |       |                                    |
| 10UJ    | UG/L  | TOLUENE   |         |       |                                    |
| 10UJ    | UG/L  | TRANS-1,3-DICHLOROPROPENE                         |         |       |                                    |
| 10UJ    | UG/L  | 1,1,2-TRICHLOROETHANE                             |         |       |                                    |
| 10UJ    | UG/L  | TETRACHLOROETHENE (TETRACHLOROETHYLENE)           |         |       |                                    |
| 10UJ    | UG/L  | METHYL BUTYL KETONE                               |         |       |                                    |
| 10UJ    | UG/L  | DIBROMOCHLOROMETHANE                              |         |       |                                    |
| 10UJ    | UG/L  | 1,2-DIBROMOETHANE (EDB)                           |         |       |                                    |

APC-CCP-11-010

-average value. NA-not analyzed. NAI-interferences. J-estimated value. N-presumptive evidence of presence of material.

-actual value is known to be less than value given. L-actual value is known to be greater than value given. U-material was analyzed for but not detected. the number is the minimum quantitation limit.

-qc indicates that data unusable. compound may or may not be present. resampling and reanalysis is necessary for verification.

-confirmed by gcms: 1.when no value is reported, see chlordane constituents 2.constituents or metabolites of technical chlordane

Sample 5877 FY 2000 Project: 00-0220

Produced by: Allen, Frank

**SPECIFIED TESTS**

Facility: Capitol City Plume Site Montgomery, AL

Requestor:

Program: SSF

Project Leader: HGUZMAN

Id/Station: CCMW9S /

Beginning: 05/02/1999 10:10

Media: GROUNDWATER

Ending:

| RESULTS | UNITS | ANALYTE |
|---------|-------|---------|
| 1.3U    | UG/L  | METHANE |
| 2.5U    | UG/L  | ETHANE  |
| 2.6U    | UG/L  | ETHENE  |

APC-CCP-11-011

A-average value. NA-not analyzed. NAI-interferences. J-estimated value. N-presumptive evidence of presence of material.  
 K-actual value is known to be less than value given. L-actual value is known to be greater than value given. U-material was analyzed for but not detected. the number is the minimum quantitation limit.  
 R-qc indicates that data unusable. compound may or may not be present. resampling and reanalysis is necessary for verification.  
 C-confirmed by gcms: 1.when no value is reported, see chlordane constituents 2.constituents or metabolites of technical chlordane

Sample 5987 FY 2000 Project: 00-0220

Produced by: Carroll, Anthony

SPECIFIED TESTS

Facility: Capitol City Plume Site                      Montgomery, AL  
 Program: SSF  
 Id/Station: CCMW9S /  
 Media: GROUNDWATER

Requestor:  
 Project Leader: HGUZMAN  
 Beginning: 05/02/2000 10:10  
 Ending:

| RESULTS | UNITS | ANALYTE                         |
|---------|-------|---------------------------------|
| 2.3     | MG/L  | TOTAL ORGANIC CARBON, DISSOLVED |

APC-CCP-11-012

A-average value. NA-not analyzed. NAI-interferences. J-estimated value. N-presumptive evidence of presence of material.  
 K-actual value is known to be less than value given. L-actual value is known to be greater than value given. U-material was analyzed for but not detected. the number is the minimum quantitation limit.  
 R-qc indicates that data unusable. compound may or may not be present. resampling and reanalysis is necessary for verification.  
 C-confirmed by gcms: 1.when no value is reported, see chlordane constituents 2.constituents or metabolites of technical chlordane

Sample 5877 FY 2000 Project: 00-0220

Produced by: Carroll, Anthony

**SPECIFIED TESTS**

Facility: Capitol City Plume Site                      Montgomery, AL  
 Program: SSF  
 Id/Station: CCMW9S /  
 Media: GROUNDWATER

Requestor:

Project Leader: HGUZMAN

Beginning: 05/02/1999 10:10

Ending:

| RESULTS | UNITS | ANALYTE                      |
|---------|-------|------------------------------|
| 14      | MG/L  | ALKALINITY, TOTAL (AS CaCO3) |
| 0.050U  | MG/L  | AMMONIA                      |
| 15A     | MG/L  | CHLORIDE                     |
| 3.9A    | MG/L  | NITRATE-NITROGEN             |
| 24A     | MG/L  | SULFATE                      |
| 3.3     | MG/L  | TOTAL ORGANIC CARBON         |

APC-CCP-11-013

A-average value. NA-not analyzed. NAI-interferences. J-estimated value. N-presumptive evidence of presence of material.  
 K-actual value is known to be less than value given. L-actual value is known to be greater than value given. U-material was analyzed for but not detected. the number is the minimum quantitation limit.  
 ..-qc indicates that data unusable. compound may or may not be present. resampling and reanalysis is necessary for verification.  
 C-confirmed by gcms: 1.when no value is reported, see chlordane constituents 2.constituents or metabolites of technical chlordane

Sample 5936 FY 2000 Project: 00-0492

Produced by: Goddard, Denise

**EXTRACTABLES SCAN**

Requestor:

Facility: Capitol City Plume Site Montgomery, AL

Project Leader: HGUZMAN

Program: SSF Case No: 27977

Beginning: 04/14/2000 15:00

Id/Station: SB9S5859 / MD No: 038F

Inorg Contractor: LIBRTY

Ending:

Media: SUBSURFACE SOIL (> 12") D No: 038F

Org Contractor: ATAS

| RESULTS | UNITS | ANALYTE                          | RESULTS | UNITS | ANALYTE                              |
|---------|-------|----------------------------------|---------|-------|--------------------------------------|
| 400UJ   | UG/KG | BENZALDEHYDE                     | 400U    | UG/KG | 2,4-DINITROTOLUENE                   |
| 400U    | UG/KG | PHENOL                           | 400U    | UG/KG | DIETHYL PHTHALATE                    |
| 400U    | UG/KG | BIS(2-CHLOROETHYL) ETHER         | 400U    | UG/KG | FLUORENE                             |
| 400U    | UG/KG | 2-CHLOROPHENOL                   | 400U    | UG/KG | 4-CHLOROPHENYL PHENYL ETHER          |
| 400U    | UG/KG | 2-METHYLPHENOL                   | 1000U   | UG/KG | 4-NITROANILINE                       |
| 400U    | UG/KG | BIS(2-CHLOROISOPROPYL) ETHER     | 1000U   | UG/KG | 2-METHYL-4,6-DINITROPHENOL           |
| 400U    | UG/KG | ACETOPHENONE                     | 400U    | UG/KG | N-NITROSODIPHENYLAMINE/DIPHENYLAMINE |
| 400U    | UG/KG | (3-AND/OR 4-)METHYLPHENOL        | 400U    | UG/KG | 4-BROMOPHENYL PHENYL ETHER           |
| 400U    | UG/KG | N-NITROSODI-N-PROPYLAMINE        | 400U    | UG/KG | HEXACHLOROENZENE (HCB)               |
| 400U    | UG/KG | HEXACHLOROETHANE                 | 400UJ   | UG/KG | ATRAZINE                             |
| 400U    | UG/KG | NITROBENZENE                     | 1000U   | UG/KG | PENTACHLOROPHENOL                    |
| 400U    | UG/KG | ISOPHORONE                       | 400U    | UG/KG | PHENANTHRENE                         |
| 400U    | UG/KG | 2-NITROPHENOL                    | 400U    | UG/KG | ANTHRACENE                           |
| 400U    | UG/KG | 2,4-DIMETHYLPHENOL               | 400U    | UG/KG | CARBAZOLE                            |
| 400U    | UG/KG | BIS(2-CHLOROETHOXY)METHANE       | 400U    | UG/KG | DI-N-BUTYLPHTHALATE                  |
| 400U    | UG/KG | 2,4-DICHLOROPHENOL               | 400U    | UG/KG | FLUORANTHENE                         |
| 400U    | UG/KG | NAPHTHALENE                      | 400U    | UG/KG | PYRENE                               |
| 400UJ   | UG/KG | 4-CHLOROANILINE                  | 400U    | UG/KG | BENZYL BUTYL PHTHALATE               |
| 400U    | UG/KG | HEXACHLOROBUTADIENE              | 400U    | UG/KG | 3,3'-DICHLOROENZIDINE                |
| 400U    | UG/KG | CAPROLACTAM                      | 400U    | UG/KG | BENZO(A)ANTHRACENE                   |
| 400U    | UG/KG | 4-CHLORO-3-METHYLPHENOL          | 400U    | UG/KG | CHRYSENE                             |
| 400U    | UG/KG | 2-METHYLNAPHTHALENE              | 400U    | UG/KG | BIS(2-ETHYLHEXYL) PHTHALATE          |
| 400U    | UG/KG | HEXACHLOROCYCLOPENTADIENE (HCCP) | 400U    | UG/KG | DI-N-OCTYLPHTHALATE                  |
| 400U    | UG/KG | 2,4,6-TRICHLOROPHENOL            | 400U    | UG/KG | BENZO(B)FLUORANTHENE                 |
| 1000U   | UG/KG | 2,4,5-TRICHLOROPHENOL            | 400U    | UG/KG | BENZO(K)FLUORANTHENE                 |
| 400U    | UG/KG | 1,1-BIPHENYL                     | 400U    | UG/KG | BENZO-A-PYRENE                       |
| 400U    | UG/KG | 2-CHLORONAPHTHALENE              | 400U    | UG/KG | INDENO (1,2,3-CD) PYRENE             |
| 1000U   | UG/KG | 2-NITROANILINE                   | 400U    | UG/KG | DIBENZO(A,H)ANTHRACENE               |
| 400U    | UG/KG | DIMETHYL PHTHALATE               | 400U    | UG/KG | BENZO(GHI)PERYLENE                   |
| 400U    | UG/KG | 2,6-DINITROTOLUENE               | 17      | %     | % MOISTURE                           |
| 400U    | UG/KG | ACENAPHTHYLENE                   |         |       |                                      |
| 1000U   | UG/KG | 3-NITROANILINE                   |         |       |                                      |
| 400U    | UG/KG | ACENAPHTHENE                     |         |       |                                      |
| 1000U   | UG/KG | 2,4-DINITROPHENOL                |         |       |                                      |
| 1000U   | UG/KG | 4-NITROPHENOL                    |         |       |                                      |
| 400U    | UG/KG | DIBENZOFURAN                     |         |       |                                      |

APC-CCP-11-014

-average value. NA-not analyzed. NAI-interferences. J-estimated value. N-presumptive evidence of presence of material.  
 -actual value is known to be less than value given. L-actual value is known to be greater than value given. U-material was analyzed for but not detected. the number is the minimum quantitation limit.  
 t-qc indicates that data unusable. compound may or may not be present. resampling and reanalysis is necessary for verification.  
 -confirmed by gcms: 1.when no value is reported, see chlordane constituents 2.constituents or metabolites of technical chlordane

Sample 5936 FY 2000 Project: 00-0492

Produced by: Goddard, Denise

## MISCELLANEOUS COMPOUNDS

Requestor:

Facility: Capitol City Plume Site

Montgomery, AL

Project Leader: HGUZMAN

Program: SSF

Case No: 27977

Beginning: 04/14/2000 15:00

Id/Station: SB9S5859 /

MD No: 038F

Inorg Contractor: LIBRTY

Ending:

Media: SUBSURFACE SOIL (&gt; 12")

D No: 038F

Org Contractor: ATAS

| RESULTS | UNITS | ANALYTE                       |
|---------|-------|-------------------------------|
| 860J    | UG/KG | 4 UNKNOWN COMPOUNDS           |
| 81JN    | UG/KG | BENZENE, 1-METHYL-4- (1-METHY |

APC-CCP-11-015

DATA REPORTED AS IDENTIFIED BY CLP LAB - IDS NOT VERIFIED

-average value. NA-not analyzed. NAI-interferences. J-estimated value. N-presumptive evidence of presence of material.

-actual value is known to be less than value given. L-actual value is known to be greater than value given. U-material was analyzed for but not detected. the number is the minimum quantitation limit.

-qc indicates that data unusable. compound may or may not be present. resampling and reanalysis is necessary for verification.

-confirmed by gcms: 1.when no value is reported, see chlordane constituents 2.constituents or metabolites of technical chlordane

Sample 5936 FY 2000 Project: 00-0492

Produced by: McConney, John

**METALS SCAN**

Requestor:

Facility: Capitol City Plume Site

Montgomery, AL

Project Leader: HGUZMAN

Program: SSF

Case No: 27977

Beginning: 04/14/2000 15:00

Id/Station: SB9S5859 /

MD No: 038F

Inorg Contractor: LIBRTY

Ending:

Media: SUBSURFACE SOIL (> 12")

D No: 038F

Org Contractor: ATAS

| RESULTS | UNITS | ANALYTE       |
|---------|-------|---------------|
| 2700    | MG/KG | ALUMINUM      |
| 0.50UJ  | MG/KG | ANTIMONY      |
| 0.55U   | MG/KG | ARSENIC       |
| 19      | MG/KG | BARIUM        |
| 0.21    | MG/KG | BERYLLIUM     |
| 0.05U   | MG/KG | CADMIUM       |
| 320J    | MG/KG | CALCIUM       |
| 1.9U    | MG/KG | CHROMIUM      |
| 0.72    | MG/KG | COBALT        |
| 1.0U    | MG/KG | COPPER        |
| 2400    | MG/KG | IRON          |
| 1.6J    | MG/KG | LEAD          |
| 250     | MG/KG | MAGNESIUM     |
| 110J    | MG/KG | MANGANESE     |
| 0.05U   | MG/KG | TOTAL MERCURY |
| 1.2     | MG/KG | NICKEL        |
| 170     | MG/KG | POTASSIUM     |
| 0.53U   | MG/KG | SELENIUM      |
| 0.14U   | MG/KG | SILVER        |
| 180U    | MG/KG | SODIUM        |
| 0.77U   | MG/KG | THALLIUM      |
| 3.2     | MG/KG | VANADIUM      |
| 3.6U    | MG/KG | ZINC          |
| 0.08U   | MG/KG | CYANIDE       |
| 16      | %     | % MOISTURE    |

APC-CCP-11-016

A-average value. NA-not analyzed. NAI-interferences. J-estimated value. N-presumptive evidence of presence of material.

K-actual value is known to be less than value given. L-actual value is known to be greater than value given. U-material was analyzed for but not detected. the number is the minimum quantitation limit.

R-qc indicates that data unusable. compound may or may not be present. resampling and reanalysis is necessary for verification.

C-confirmed by gcms: 1.when no value is reported, see chlordane constituents 2.constituents or metabolites of technical chlordane

Sample 5936 FY 2000 Project: 00-0492

Produced by: Goddard, Denise

## VOLATILES SCAN

Requestor:

Facility: Capitol City Plume Site

Montgomery, AL

Project Leader: HGUZMAN

Program: SSF

Case No: 27977

Beginning: 04/14/2000 15:00

Id/Station: SB9S5859 /

MD No: 038F

Inorg Contractor: LIBRTY

Ending:

Media: SUBSURFACE SOIL (&gt; 12")

D No: 038F

Org Contractor: ATAS

| RESULTS | UNITS | ANALYTE   | RESULTS | UNITS | ANALYTE                            |
|---------|-------|---|---------|-------|------------------------------------|
| 12U     | UG/KG | DICHLORODIFLUOROMETHANE                           | 12U     | UG/KG | CHLOROBENZENE                      |
| 12U     | UG/KG | CHLOROMETHANE                                     | 12U     | UG/KG | ETHYL BENZENE                      |
| 12U     | UG/KG | VINYL CHLORIDE                                    | 12U     | UG/KG | TOTAL XYLENES                      |
| 12U     | UG/KG | BROMOMETHANE                                      | 12U     | UG/KG | STYRENE                            |
| 12U     | UG/KG | CHLOROETHANE                                      | 12U     | UG/KG | BROMOFORM                          |
| 12U     | UG/KG | TRICHLOROFLUOROMETHANE                            | 12U     | UG/KG | ISOPROPYLBENZENE                   |
| 12U     | UG/KG | 1,1-DICHLOROETHENE (1,1-DICHLOROETHYLENE)         | 12U     | UG/KG | 1,1,2,2-TETRACHLOROETHANE          |
| 12U     | UG/KG | 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE (FREON 113) | 12U     | UG/KG | 1,3-DICHLOROBENZENE                |
| 12U     | UG/KG | ACETONE   | 12U     | UG/KG | 1,4-DICHLOROBENZENE                |
| 12U     | UG/KG | CARBON DISULFIDE                                  | 12U     | UG/KG | 1,2-DICHLOROBENZENE                |
| 12U     | UG/KG | METHYL ACETATE                                    | 12U     | UG/KG | 1,2-DIBROMO-3-CHLOROPROPANE (DBCP) |
| 27J     | UG/KG | METHYLENE CHLORIDE                                | 12U     | UG/KG | 1,2,4-TRICHLOROBENZENE             |
| 12U     | UG/KG | TRANS-1,2-DICHLOROETHENE                          | 17      | %     | % MOISTURE                         |
| 12U     | UG/KG | METHYL T-BUTYL ETHER (MTBE)                       |         |       |                                    |
| 12U     | UG/KG | 1,1-DICHLOROETHANE                                |         |       |                                    |
| 12U     | UG/KG | CIS-1,2-DICHLOROETHENE                            |         |       |                                    |
| 12U     | UG/KG | METHYL ETHYL KETONE                               |         |       |                                    |
| 12U     | UG/KG | CHLOROFORM  |         |       |                                    |
| 12U     | UG/KG | 1,1,1-TRICHLOROETHANE                             |         |       |                                    |
| 12U     | UG/KG | CYCLOHEXANE                                       |         |       |                                    |
| 12U     | UG/KG | CARBON TETRACHLORIDE                              |         |       |                                    |
| 12U     | UG/KG | BENZENE   |         |       |                                    |
| 12U     | UG/KG | 1,2-DICHLOROETHANE                                |         |       |                                    |
| 12U     | UG/KG | TRICHLOROETHENE (TRICHLOROETHYLENE)               |         |       |                                    |
| 12U     | UG/KG | METHYLCYCLOHEXANE                                 |         |       |                                    |
| 12U     | UG/KG | 1,2-DICHLOROPROPANE                               |         |       |                                    |
| 12U     | UG/KG | BROMODICHLOROMETHANE                              |         |       |                                    |
| 12U     | UG/KG | CIS-1,3-DICHLOROPROPENE                           |         |       |                                    |
| 12U     | UG/KG | METHYL ISOBUTYL KETONE                            |         |       |                                    |
| 12U     | UG/KG | TOLUENE   |         |       |                                    |
| 12U     | UG/KG | TRANS-1,3-DICHLOROPROPENE                         |         |       |                                    |
| 12U     | UG/KG | 1,1,2-TRICHLOROETHANE                             |         |       |                                    |
| 12U     | UG/KG | TETRACHLOROETHENE (TETRACHLOROETHYLENE)           |         |       |                                    |
| 12U     | UG/KG | METHYL BUTYL KETONE                               |         |       |                                    |
| 12U     | UG/KG | DIBROMOCHLOROMETHANE                              |         |       |                                    |
| 12U     | UG/KG | 1,2-DIBROMOETHANE (EDB)                           |         |       |                                    |

APC-CCP-11-017

A-average value. NA-not analyzed. NAI-interferences. J-estimated value. N-presumptive evidence of presence of material.

K-actual value is known to be less than value given. L-actual value is known to be greater than value given. U-material was analyzed for but not detected. the number is the minimum quantitation limit.

R-qc indicates that data unusable. compound may or may not be present. resampling and reanalysis is necessary for verification.

C-confirmed by gcms: 1.when no value is reported, see chlordane constituents 2.constituents or metabolites of technical chlordane

Sample 5936 FY 2000 Project: 00-0492

Produced by: Goddard, Denise

## PESTICIDES SCAN

Requestor:

Facility: Capitol City Plume Site

Montgomery, AL

Project Leader: HGUZMAN

Program: SSF

Case No: 27977

Beginning: 04/14/2000 15:00

Id/Station: SB9S5859 /

MD No: 038F

Inorg Contractor: LIBRTY

Ending:

Media: SUBSURFACE SOIL (&gt; 12")

D No: 038F

Org Contractor: ATAS

| RESULTS | UNITS | ANALYTE                 |
|---------|-------|-------------------------|
| 2.0UJ   | UG/KG | ALPHA-BHC               |
| 2.0U    | UG/KG | BETA-BHC                |
| 2.0UJ   | UG/KG | DELTA-BHC               |
| 2.0U    | UG/KG | GAMMA-BHC (LINDANE)     |
| 2.0U    | UG/KG | HEPTACHLOR              |
| 2.0U    | UG/KG | ALDRIN                  |
| 2.0U    | UG/KG | HEPTACHLOR EPOXIDE      |
| 2.0U    | UG/KG | ENDOSULFAN I (ALPHA)    |
| 2.0U    | UG/KG | DIELDRIN                |
| 4.0U    | UG/KG | 4,4'-DDE (P,P'-DDE)     |
| 4.0U    | UG/KG | ENDRIN                  |
| 4.0U    | UG/KG | ENDOSULFAN II (BETA)    |
| 4.0U    | UG/KG | 4,4'-DDD (P,P'-DDD)     |
| 4.0U    | UG/KG | ENDOSULFAN SULFATE      |
| 4.0U    | UG/KG | 4,4'-DDT (P,P'-DDT)     |
| 20U     | UG/KG | METHOXYCHLOR            |
| 4.0U    | UG/KG | ENDRIN KETONE           |
| 4.0U    | UG/KG | ENDRIN ALDEHYDE         |
| 2.0U    | UG/KG | ALPHA-CHLORDANE /2      |
| 2.0U    | UG/KG | GAMMA-CHLORDANE /2      |
| 200U    | UG/KG | TOXAPHENE               |
| 40U     | UG/KG | PCB-1016 (AROCLOR 1016) |
| 81U     | UG/KG | PCB-1221 (AROCLOR 1221) |
| 40U     | UG/KG | PCB-1232 (AROCLOR 1232) |
| 40U     | UG/KG | PCB-1242 (AROCLOR 1242) |
| 40U     | UG/KG | PCB-1248 (AROCLOR 1248) |
| 40U     | UG/KG | PCB-1254 (AROCLOR 1254) |
| 40U     | UG/KG | PCB-1260 (AROCLOR 1260) |
| 17      | %     | % MOISTURE              |

APC-CCP-11-018

A-average value. NA-not analyzed. NAI-interferences. J-estimated value. N-presumptive evidence of presence of material.

K-actual value is known to be less than value given. L-actual value is known to be greater than value given. U-material was analyzed for but not detected. the number is the minimum quantitation limit.

R-qc indicates that data unusable. compound may or may not be present. resampling and reanalysis is necessary for verification.

C-confirmed by gcms: 1.when no value is reported, see chlordane constituents 2.constituents or metabolites of technical chlordane



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4  
ATLANTA FEDERAL CENTER  
61 FORSYTH STREET  
ATLANTA, GEORGIA 30303-8960

February 3, 2000

URGENT LEGAL MATTER  
PROMPT REPLY NECESSARY  
CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Mr. Mike Godfrey  
Alabama Power Company  
P.O. Box 2641  
Birmingham, AL 35291

SUBJ: 200 Block of Washington Street, Montgomery, Alabama

Dear Mr. Godfrey:

The United States Environmental Protection Agency ("EPA") is investigating the release or threat of release of hazardous substances, pollutants, or contaminants at the Capitol City Plume Site in Montgomery, Alabama ("Site"). Tetrachloroethylene (PCE) and benzene, toluene, ethylbenzene and xylene (BTEX) were discovered several years ago in City groundwater and in two municipal wells. The wells were taken out of service to protect the quality of the City's drinking water system. PCE and BTEX are chemicals often used by dry cleaners, automobile service stations, and print shops. EPA's investigation will provide information about the extent of PCE and BTEX in the groundwater and possible sources of these chemicals. EPA plans to begin its investigation this February, installing fourteen (14) monitoring wells on the Site and collecting groundwater and soil samples. Samples will be analyzed and evaluated. EPA will prepare a report presenting the results of the investigation.

In 1993, soil containing PCE was excavated during construction of the Retirement Systems of Alabama (RSA) Tower. The soil was removed and disposed of properly. The discovery of the PCE in the soil prompted the Alabama Department of Environmental Management (ADEM) to conduct a preliminary assessment of the area near the RSA Tower in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), a federal law governing environmental protection. The preliminary assessment performed by ADEM concluded that groundwater was contaminated with PCE and BTEX.

In 1996, ADEM performed a site investigation, installing four monitoring wells and taking soil gas surveys, to determine further the extent of PCE and BTEX contamination in the groundwater. ADEM found widespread PCE and BTEX contamination which may pose a serious threat to much of Montgomery's north and west well fields. ADEM recommended that the EPA evaluate the site further under CERCLA.

APC-CCP-11-019

Internet Address (URL) • <http://www.epa.gov>

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In 1999, the Montgomery Water Works and Sanitary Sewer Board also conducted its own investigation of the groundwater in the downtown area and found similar contamination.

The purpose of this letter is to inform you that the property located at the 200 Block of Washington Street (the Property) has been identified as an area that EPA needs to include as part of its investigation efforts. The investigation will include the installation of a monitoring well and the collection of select groundwater and soil samples to characterize the nature and extent of the previously identified contaminant plume. Pursuant to EPA's mandate to protect human health and the environment, EPA requests that Alabama Power Company, as the owner of the Property, grant access to the Property in order to install the monitoring well and sample the groundwater and soil on the Property for at least a period of one year from the date of the completion of the wells.

It is important to note that the request to install the monitoring well and to sample the groundwater and the soil does not mean that the Property is contaminated. The investigation is merely to confirm the full horizontal and vertical extent of the contaminated plume, the direction of groundwater flow, possible sources of contamination, and the geology of the area.

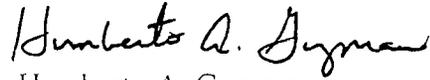
Enclosed you will find an Access Authorization which contains provisions associated with EPA's need to have access to the Property. The grant of access will be effective for the duration of the sampling activities. EPA anticipates that sampling activities will commence shortly and expects to complete the sampling activities within one year from the date of completion of the well installations. However, actual start and completion dates cannot be predicted with certainty and are subject to schedule conflicts and unforeseen circumstances. You should sign and date the Access Authorization and return it to me at the address below **within ten (10) days** of your receipt of this letter.

Humberto A. Guzman  
U. S. EPA Region 4  
61 Forsyth Street, S.W.  
Atlanta, Georgia 30303

Pursuant to section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") (Public Law 99-499), EPA has the express authority to acquire access to property affected by hazardous substances and to conduct the planned response action. If a request for access is denied, an administrative order directing compliance with the request may be issued, civil action to compel compliance may be initiated, or access may be sought by any other lawful means. (Under certain circumstances, a court may impose a civil penalty in an amount not to exceed \$27,500 per day for failure to grant access or comply with an administrative order directing that access be granted.)

If you have reason to believe that the Property is no longer owned by Alabama Power Company, or if you should have any legal questions, please contact Mike Stephenson, Assistant Regional Counsel, at (404)562-9543. If you have any technical questions regarding response actions at the Site, please contact me at 1-800-435-9234 or (404)562-8942. Your assistance and cooperation are appreciated.

Sincerely,



Humberto A. Guzman  
Remedial Project Manager

Enclosure

**ACCESS AUTHORIZATION**

1. I, \_\_\_\_\_(Name), am the \_\_\_\_\_(Title) of Alabama Power Company, and as such I have the authority to sign this authorization.

2. I grant authorization to the United States Environmental Protection Agency (EPA), its officers, employees, contractors and other authorized representatives to enter the Property described below. The Property is currently owned by Alabama Power Company. This authorization allows EPA, its officers, employees, contractors and other authorized representatives to have access to the Property to conduct sampling activities. EPA's activities at the Property will include, but not be limited to, the following:

- a. the drilling of holes and installation of monitoring wells for subsurface investigation;
- b. other actions related to the investigation of surface or subsurface contamination; and
- c. transport equipment onto and about the Property as necessary to accomplish the above activities;

3. The consent for access and use granted herein will commence upon the date of execution below and will continue until EPA completes its sampling activities.

4. I realize that these actions by EPA are undertaken pursuant to its response and enforcement responsibilities under the Comprehensive Environmental Response, Compensation and Liability Act (Superfund), 42 U.S.C. Section 9601 et seq., as amended.

5. The land affected by this permit or right-of-entry is located in the State of Alabama, County of Montgomery, and is described as follows:

[Property ]

200 Block of Washington Street, Alabama

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4  
ATLANTA FEDERAL CENTER  
61 FORSYTH STREET  
ATLANTA, GEORGIA 30303-8960

February 22, 2000

URGENT LEGAL MATTER  
PROMPT REPLY NECESSARY  
CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Mr. Mike Godfrey  
Alabama Power Company  
P.O. Box 2641  
Birmingham, AL 35291

SUBJ: 200 Block of Washington Street, Montgomery, Alabama

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APC-CCP-11-023

In 1999, the Montgomery Water Works and Sanitary Sewer Board also conducted its own investigation of the groundwater in the downtown area and found similar contamination.

The purpose of this letter is to inform you that the property located at the 200 Block of Washington Street (the Property) has been identified as an area that EPA needs to include as part of its investigation efforts. The investigation will include the installation of a monitoring well and the collection of select groundwater and soil samples to characterize the nature and extent of the previously identified contaminant plume. Pursuant to EPA's mandate to protect human health and the environment, EPA requests that Alabama Power Company, as the lessee of the Property, grant access to the Property in order to install the monitoring well and sample the groundwater and soil on the Property for at least a period of one year from the date of the completion of the wells.

It is important to note that the request to install the monitoring well and to sample the groundwater and the soil does not mean that the Property is contaminated. The investigation is merely to confirm the full horizontal and vertical extent of the contaminated plume, the direction of groundwater flow, possible sources of contamination, and the geology of the area.

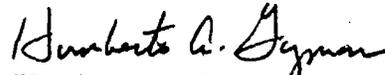
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Humberto A. Guzman  
U. S. EPA Region 4  
61 Forsyth Street, S.W.  
Atlanta, Georgia 30303

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If you have reason to believe that the Property is no longer leased by Alabama Power Company, or if you should have any legal questions, please contact Mike Stephenson, Assistant Regional Counsel, at (404)562-9543. If you have any technical questions regarding response actions at the Site, please contact me at 1-800-435-9234 or (404)562-8942. Your assistance and cooperation are appreciated.

Sincerely,



Humberto A. Guzman  
Remedial Project Manager

Enclosure

**ACCESS AUTHORIZATION**

1. I, \_\_\_\_\_ (Name), am the \_\_\_\_\_ (Title) of Alabama Power Company, and as such I have the authority to sign this authorization.

2. I grant authorization to the United States Environmental Protection Agency (EPA), its officers, employees, contractors and other authorized representatives to enter the Property described below. The Property is currently leased by Alabama Power Company. This authorization allows EPA, its officers, employees, contractors and other authorized representatives to have access to the Property to conduct sampling activities. EPA's activities at the Property will include, but not be limited to, the following:

- a. <sup>2017-6</sup> the drilling of holes and installation of monitoring wells for subsurface investigation;
- b. other actions related to the investigation of surface or subsurface contamination; and
- c. transport equipment onto and about the Property as necessary to accomplish the above activities;

3. The consent for access and use granted herein will commence upon the date of execution below and will continue until EPA completes its sampling activities.

4. I realize that these actions by EPA are undertaken pursuant to its response and enforcement responsibilities under the Comprehensive Environmental Response, Compensation and Liability Act (Superfund), 42 U.S.C. Section 9601 et seq., as amended.

5. The land affected by this permit or right-of-entry is located in the State of Alabama, County of Montgomery, and is described as follows:

[Property ]

200 Block of Washington Street, Alabama

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

600 North 18th Street  
Post Office Box 2641  
Birmingham, Alabama 35291  
Tel 205.257.1000



March 3, 2000

Mr. Humberto A. Guzman  
US EPA Region 4  
Atlanta Federal Center  
61 Forsyth Street, S.W.  
Atlanta, Georgia 30303-8960

**Re: Revised Access Authorization**

Dear Mr. Guzman:

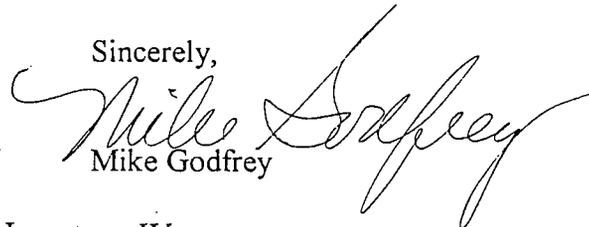
Enclosed is a revised executed Access Authorization for EPA's proposed groundwater testing at Alabama Power Company's Southern Division offices in Montgomery, Alabama. As you will see today's letter and revised Access Authorization, contain certain slight modifications from the document you provided to us and additional changes as agreed upon with Mr. Mike Stephenson of your office following review of our transmittal of documents on March 2, 2000.

Alabama Power can only grant access for EPA to perform the proposed testing to the extent of Alabama Power's authority under its lease with the property owner, American Property Investors IV. We understand that you have contacted a representative of the owner, Murray Kalander, and have obtained verbal permission to perform the testing. We would still encourage you to obtain their approval in writing and are providing Alabama Power's approval only to the extent of Alabama Power's authority to do so under the lease provisions.

Alabama Power would expect that EPA would ensure that all data and reports generated as a result of the sampling activities conducted on the property we lease would be made readily available to us.

We trust these slight modifications will be acceptable to EPA. Thank you for your assistance.

Sincerely,



Mike Godfrey

cc: Murray Kalander, American Property Investors, IV

## ACCESS AUTHORIZATION

1. To the extent of Alabama Power Company's (APC) authority under its lease with American Property Investors IV for the Property described below, APC authorizes the United States Environmental Protection Agency (EPA), its officers, employees, contractors and other authorized representatives to enter the Property to conduct sampling activities. EPA's access to the Property will include the following purposes:
  - a. the drilling of holes and installation of monitoring wells for subsurface investigation;
  - b. other actions related to the investigation of surface or subsurface contamination; and
  - c. transport equipment onto and about the Property as necessary to accomplish the above activities.
2. EPA's authorization for access to the Property will commence upon the date of execution below and will continue until completion of EPA's sampling activities.
3. APC acknowledges EPA's representations that these actions are undertaken pursuant to EPA's response and enforcement responsibilities under the Comprehensive, Response, Compensation and Liability Act (Superfund), 42 U.S.C. Section 9601 *et seq.*, as amended.
4. The Property affected by this authorization is located in the state of Alabama, County of Montgomery, and is described as that portion of the 200 Block of Washington Street, Montgomery, Alabama that is leased by APC from American Property Investors IV and used by APC for its Southern Division offices.
5. APC has authorized the individual below to execute this instrument on their behalf.

Signature: \_\_\_\_\_

*Mike Godfrey*

Name: \_\_\_\_\_

*MICHAEL GODFREY*

Title: \_\_\_\_\_

*SUPERVISOR - ENVIRONMENTAL AFFAIRS*

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

*3/3/2000*

\*\*\*\*\*  
 \*\*\* ACTIVITY MANAGEMENT REPORT TX \*\*\*  
 \*\*\*\*\*

| ST. TIME     | CONNECTION TEL/ID                | SENDER NAME | NO.  | MODE         | PGS. | RESULT   |
|--------------|----------------------------------|-------------|------|--------------|------|----------|
| *03/01 13:02 | 9p13343688182                    |             | 1614 | TRANSMIT ECM | 20   | OK 15'19 |
| *03/01 15:11 | 913342065788                     |             | 1615 | TRANSMIT ECM | 3    | OK 00'52 |
| *03/01 15:46 | 9p13347053578                    |             | 1616 | TRANSMIT G3  | 1    | OK 00'44 |
| *03/01 15:47 | BARRY ENV.<br>8p2902735          |             | 1617 | TRANSMIT ECM | 10   | OK 01'04 |
| *03/02 08:18 | 918002218185                     |             | 1618 | TRANSMIT G3  | 1    | OK 00'38 |
| *03/02 08:43 | LAW FIRM<br>9p2268799            |             | 1619 | TRANSMIT ECM | 2    | OK 00'21 |
| *03/02 13:33 | 913367282983                     |             | 1620 | TRANSMIT G3  | 3    | OK 00'58 |
| *03/02 15:38 | 914045628896                     |             | 1621 | TRANSMIT ECM | 3    | OK 00'58 |
| *03/03 08:39 | GSU-Environmenta<br>914046510425 |             | 1622 | TRANSMIT ECM | 3    | OK 01'09 |
| *03/03 08:48 | 9p13347491228                    |             | 1623 | TRANSMIT ECM | 3    | OK 00'48 |
| 03/03 09:00  | 913342422061                     |             | 1624 | TRANSMIT ECM | 2    | OK 00'46 |
| 03/03 10:45  | 914045629486                     |             | 1625 | TRANSMIT ECM | 3    | OK 01'07 |
| 03/03 11:01  | FIELD SERV.<br>8p2556309         |             | 1626 | TRANSMIT ECM | 2    | OK 00'40 |

\*\*\*\*\*  
 \*\*\* ACTIVITY MANAGEMENT REPORT RX \*\*\*  
 \*\*\*\*\*

| ST. TIME     | CONNECTION TEL/ID            | RX NAME | NO.  | MODE        | PGS. | RESULT   |
|--------------|------------------------------|---------|------|-------------|------|----------|
| *03/01 07:45 | 20594295111                  |         | 7966 | AUTO RX ECM | 1    | OK 00'35 |
| *03/01 09:15 |                              |         | 7967 | AUTO RX ECM | 2    | OK 00'28 |
| *03/01 10:40 | 800 992 5329                 |         | 7968 | AUTO RX ECM | 1    | OK 00'41 |
| *03/01 12:04 | 3342415989                   |         | 7969 | AUTO RX G3  | 2    | OK 01'17 |
| *03/01 13:57 | 203 746 0400                 |         | 7970 | AUTO RX ECM | 6    | OK 02'27 |
| *03/01 14:12 | 334 844 5953                 |         | 7971 | AUTO RX ECM | 6    | OK 02'37 |
| *03/01 14:47 |                              |         | 7972 | AUTO RX ECM | 2    | OK 01'07 |
| *03/01 15:55 |                              |         | 7973 | AUTO RX ECM | 1    | OK 00'39 |
| *03/01 16:22 |                              |         | 7974 | AUTO RX ECM | 1    | OK 00'39 |
| *03/01 16:27 |                              |         | 7975 | AUTO RX ECM | 1    | OK 00'40 |
| *03/01 16:54 |                              |         | 7976 | AUTO RX ECM | 1    | OK 00'39 |
| *03/02 09:58 | 205 250 3740                 |         | 7977 | AUTO RX ECM | 1    | OK 00'24 |
| *03/02 09:59 | 205 250 3740                 |         | 7978 | AUTO RX ECM | 1    | OK 00'37 |
| *03/02 10:14 | 205 560 3760                 |         | 7979 | AUTO RX ECM | 3    | OK 00'37 |
| *03/02 10:48 | 7 7 0 7 1 7 8 0 8 3          |         | 7980 | AUTO RX ECM | 3    | OK 00'55 |
| *03/02 10:57 | 901 348 2046                 |         | 7981 | AUTO RX ECM | 1    | OK 00'30 |
| *03/02 12:11 |                              |         | 7982 | AUTO RX ECM | 2    | OK 00'20 |
| *03/02 12:17 |                              |         | 7983 | AUTO RX ECM | 2    | OK 00'20 |
| *03/02 13:11 | 2058026498                   |         | 7984 | AUTO RX ECM | 2    | OK 00'39 |
| *03/02 14:28 | 3342132348                   |         | 7985 | AUTO RX ECM | 2    | OK 00'46 |
| *03/02 15:32 | PR CORP INFO<br>205 257 1527 |         | 7986 | AUTO RX ECM | 6    | OK 01'32 |
| *03/02 16:37 |                              |         | 7987 | AUTO RX ECM | 4    | OK 01'59 |
| *03/03 02:28 | 205 663 4524                 |         | 7988 | AUTO RX ECM | 1    | OK 00'48 |
| *03/03 08:06 |                              |         | 7989 | AUTO RX G3  | 1    | OK 01'06 |
| 03/03 09:37  | 334 206 5788                 |         | 7990 | AUTO RX ECM | 3    | OK 01'00 |
| 03/03 10:17  | 334 679 9157                 |         | 7991 | AUTO RX ECM | 3    | OK 01'34 |
| 03/03 10:26  | 312 507 3240                 |         | 7992 | AUTO RX ECM | 8    | OK 02'17 |



# **BLACK & VEATCH**

**Special Projects Corp.**

**Hubert L. Wieland, C.H.M.M.**

Project Manager

1145 Sanctuary Parkway  
Suite 475  
Alpharetta  
Georgia 30004 USA

Tel. (770) 521-8127  
Fax. (770) 751-8322  
wielandhl@bv.com

**the imagine • build company™**

2/10/00 EPA Community Mtg Capitol City Plume  
Angela Leach

14 wells around city

BTEX floats, PCB swims

May sample soil if looks contaminated as they drill  
wells - 6-8 months

10W 2+3 put in by AHEM - already in place

- MIKE STEPHENSON - Atty - EPA

7000 ppm in the soil

21 ppb to 7 ppb in City's well

Neil Coburn, Cheryl Browder - ASPH

4<sup>th</sup> well trace drill rig ✓ trailer  
1 day to drill stainless steel wells  
will case well

Feb 20<sup>th</sup> well - be the - flush mounted

Hubert Weyland - Black Beach  
well locations

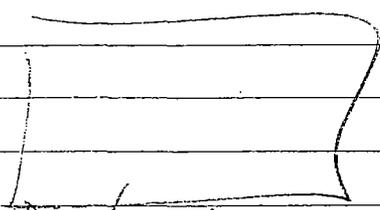
30 city Block

N

Pollard St

W

Court St.



Decatur St.

E

Dexter Ave.

S

Tetrachloroethane (PCE) well 9W found

Beer, Tol, Glycol Benz Total Vapors

Summed condensing + auto repairs

- Methylene Cl
- 1,1,2 Trichloroethane

BTEX - 2 loading VST's

swamp plant

Madison Ave 318, 300 & 319 Murree

Will grade VOC's (modified EPA 624)

(SW 846 5035, 5010, 3260's - Soil)

pesticides mod. Method 625

metals (mod. EPA-200)

cyanides mod EPA 3354

DOC

Total HC

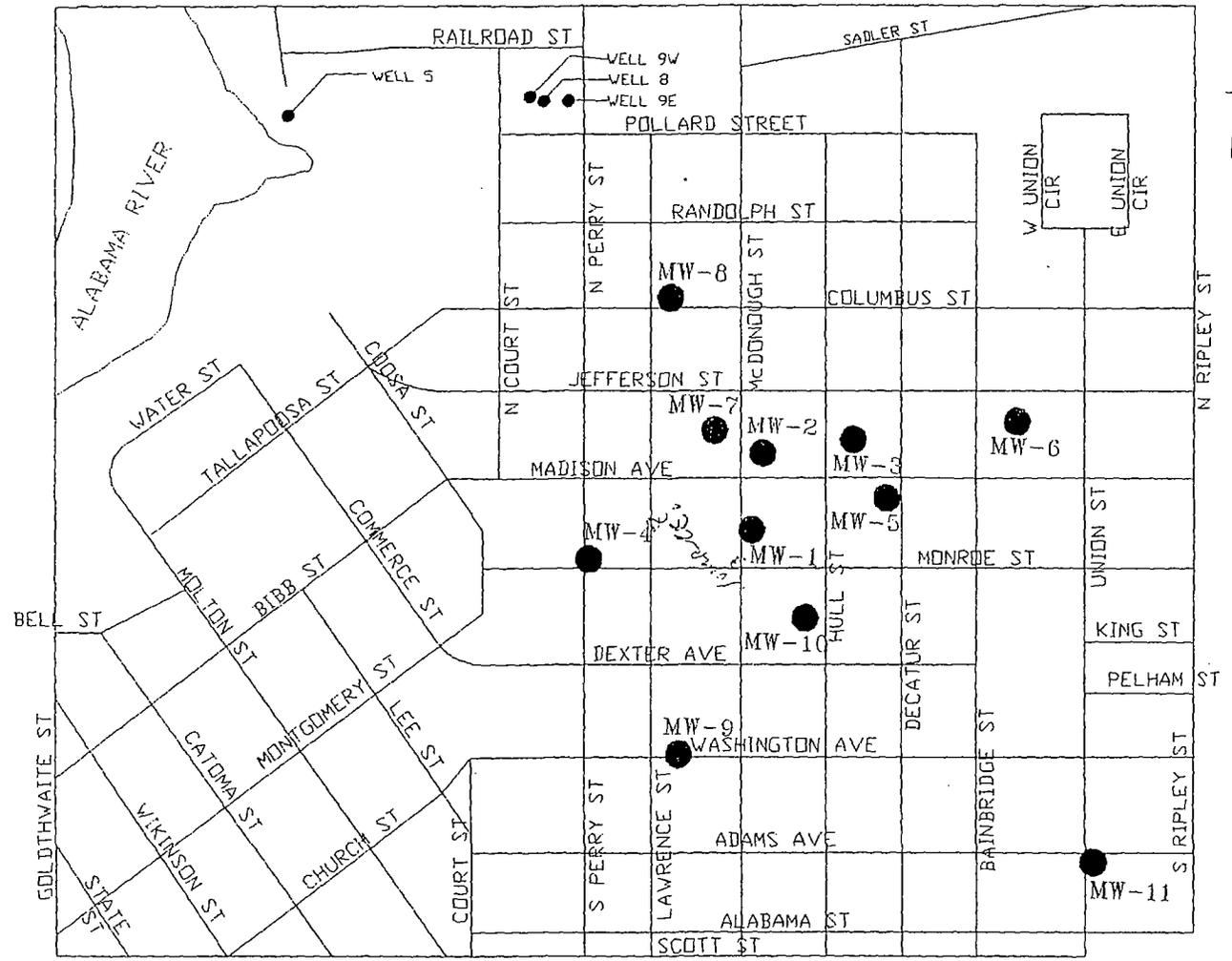
Methanol ethanol / ethane (SES Method)

Nitrate (MCA-WW-352d)

sulfate: " " 375.4

Total Alkal. (MCA-WW-310.1)

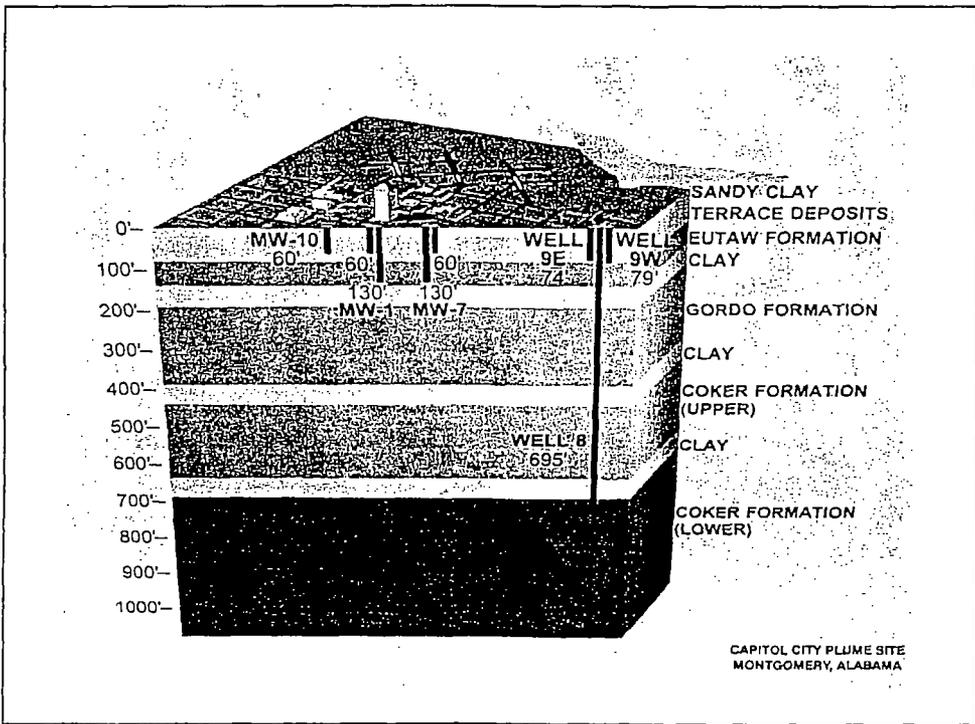
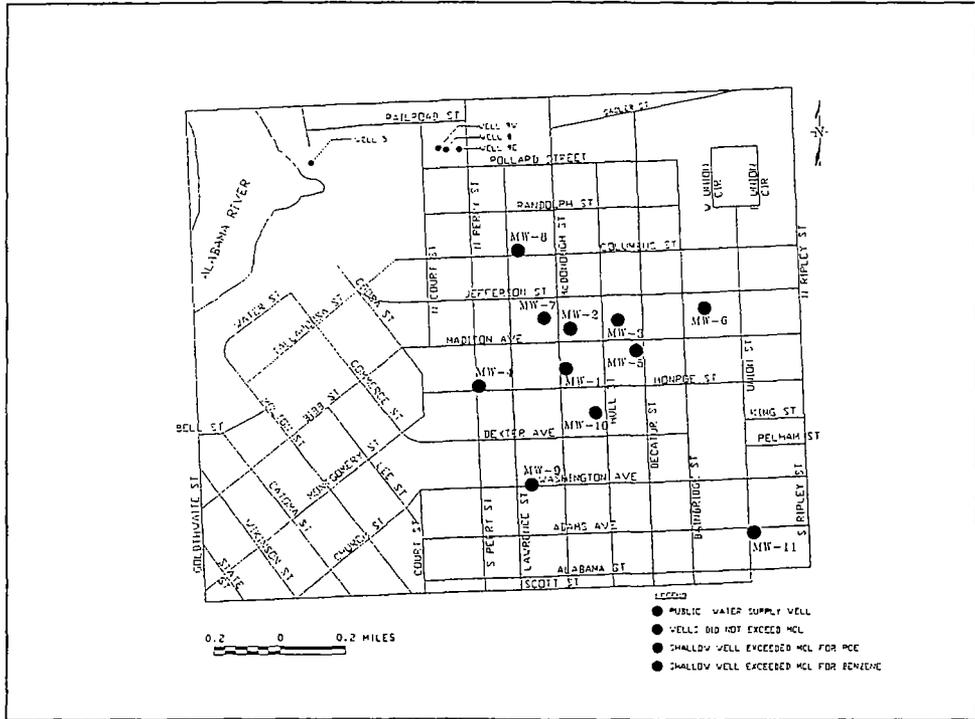
Soil - TOC<sup>1.2</sup>



LEGEND

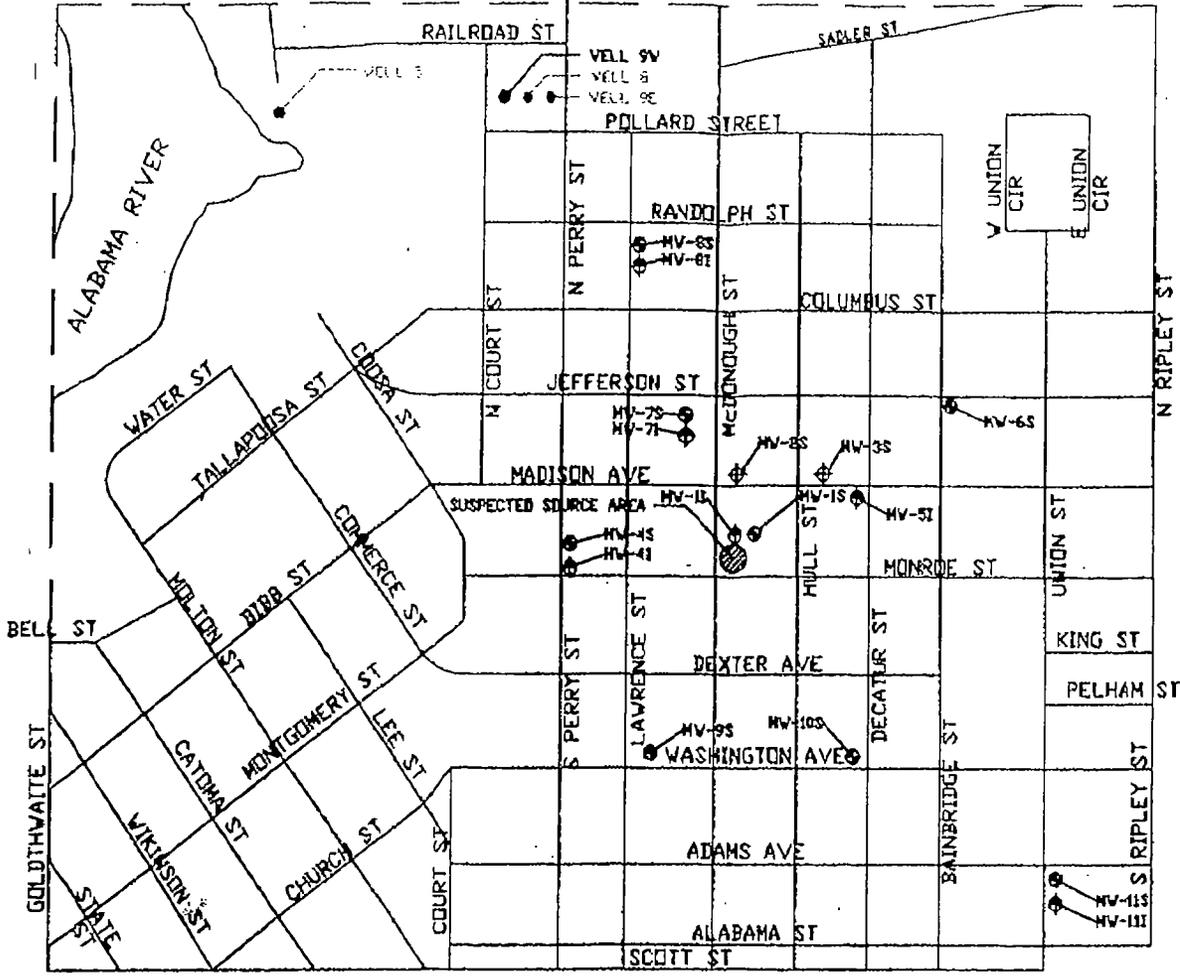
- PUBLIC WATER SUPPLY WELL
- WELLS DID NOT EXCEED MCL
- SHALLOW WELL EXCEEDED MCL FOR PCE
- SHALLOW WELL EXCEEDED MCL FOR BENZENE

2, 3, 4, 8  
11



LAND 0.2 0 0.2 MILES

|                   |              |       |              |            |   |
|-------------------|--------------|-------|--------------|------------|---|
| Post-it? Fax Note | 7671         | Date  | 1/20         | # of pages | 3 |
| To                | Mike Godfrey | From  | Larry Bryant | Co./Dept.  |   |
| Phone #           | 334-271-7728 | Fax # | 205-257-4349 |            |   |



- LEGEND
- PUBLIC WATER SUPPLY WELL
  - ◆ PROPOSED INTERMEDIATE MONITORING WELL
  - ◻ PROPOSED SHALLOW MONITORING WELL
  - ⊕ EXISTING MONITORING WELL

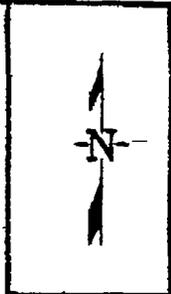
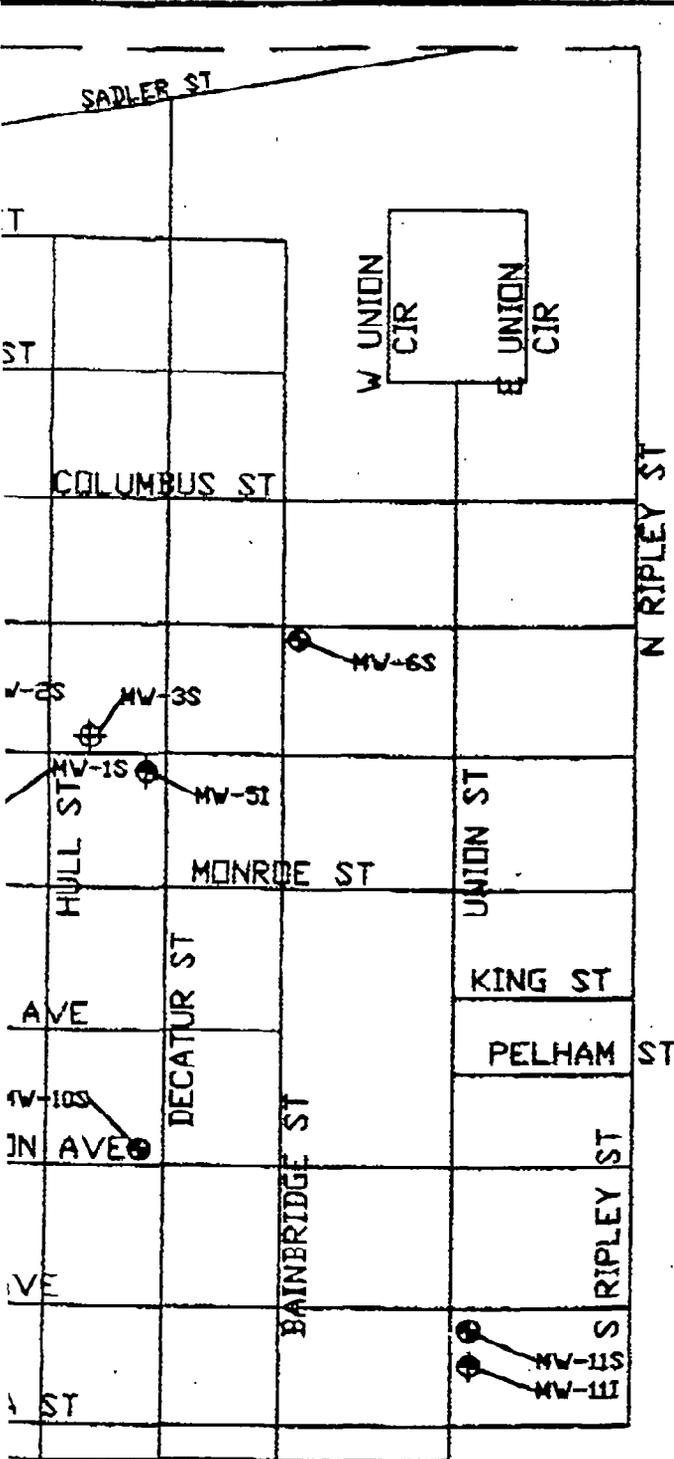
SCALE: 1" = 0.2 MILES

CAPITOL CITY PLUME SITE  
MONTGOMERY, MONTGOMERY COUNTY, ALABAMA

SAMPLE LOCATION MAP

FIGURE  
3-1

V B



A

LEGEND

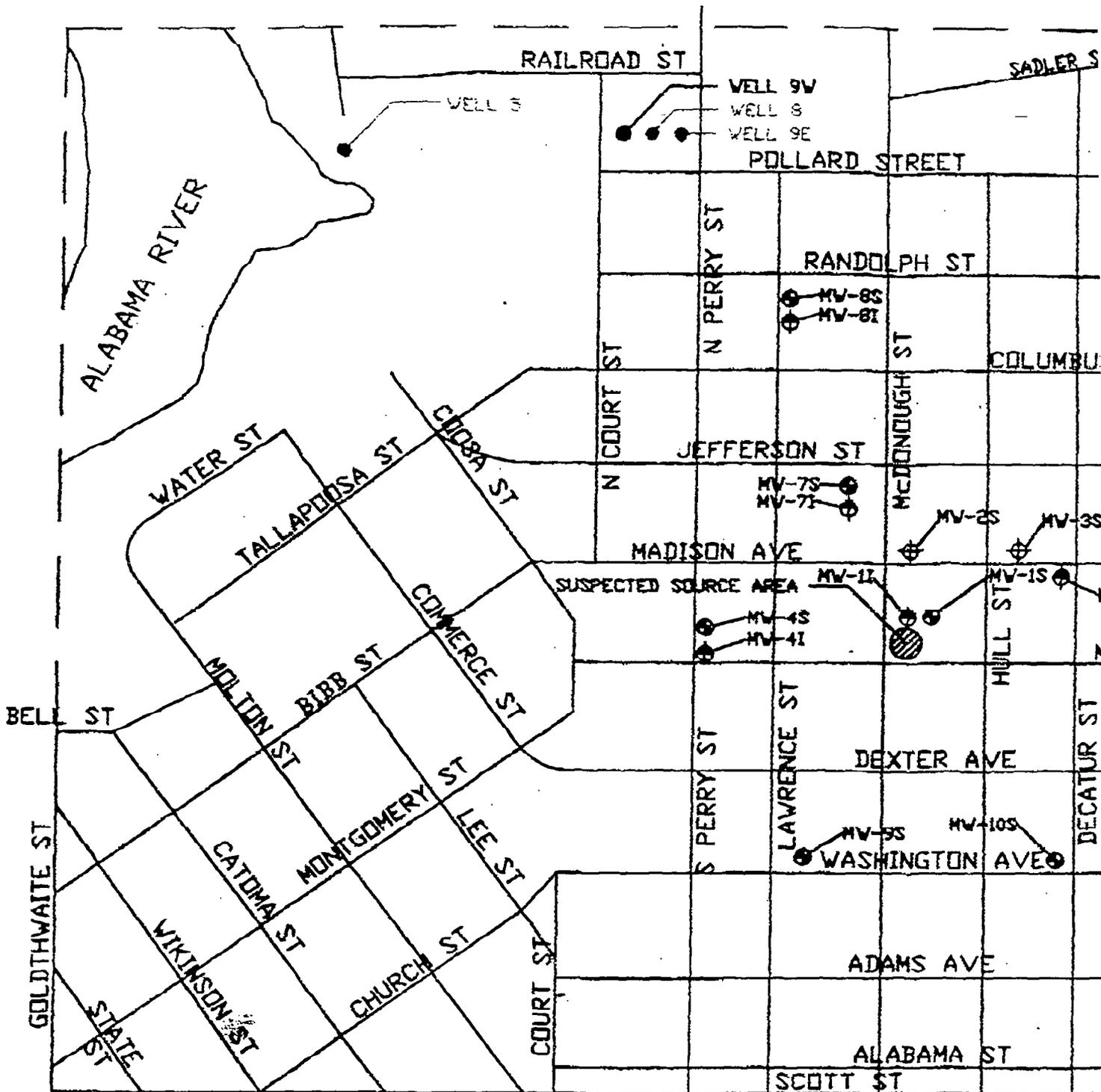
- PUBLIC WATER SUPPLY WELL
- ⊕ PROPOSED INTERMEDIATE MONITORING WELL
- ⊙ PROPOSED SHALLOW MONITORING WELL
- ⊕ EXISTING MONITORING WELL

SCALE: 1" = 0.2 MILES

SAMPLE LOCATION MAP

FIGURE 3-1

DO



CAPITOL CITY PLUME SITE  
 MONTGOMERY, MONTGOMERY COUNTY, ALABAMA

## **CAPITOL CITY PLUME SITE EXECUTIVE SUMMARY**

In 1993, tetrachloroethene (PCE) contamination was detected during construction of the RSA tower in downtown Montgomery. PCE is an industrial solvent primarily used in the dry cleaning industry.

The Alabama Department of Environmental Management (ADEM) was contacted, and the agency conducted a brief investigation. During the investigation, ADEM found that the Montgomery Water Works and Sanitary Sewer Board (MWWSSB) had detected PCE in two shallow potable water wells north of downtown in 1991. MWWSSB shut the wells down in 1992.

Between 1993 and 1998, ADEM conducted soil gas and ground water monitoring in the area near the RSA tower, as part of a Preliminary Assessment and Site Investigation under CERCLA (the Superfund Law). These studies were performed in coordination with U. S. Environmental Protection Agency (EPA) Region IV staff in Atlanta. ADEM determined that a ground water plume of PCE was present beneath a portion of downtown and had possibly migrated to the MWWSSB wellfield north of downtown. EPA and ADEM attempted, unsuccessfully, to get local parties to undertake an investigation and remediation of the plume. In 1998, ADEM referred the site to EPA Region IV for potential listing on the National Priority List (Superfund). In March 2000, EPA began a Remedial Investigation, consisting of ground water monitoring wells, in an attempt to determine how far the contamination had spread under downtown. While the results of this investigation indicate that contamination may not be as widespread as initially feared, it failed to completely delineate the boundaries of the plume. Therefore, additional investigation will be necessary. On May 11, 2000, EPA formally proposed that an undefined area of downtown Montgomery be listed as the Capitol City Plume Site.

In January 2000 a new mayor, Bobby Bright, took office in Montgomery. One of Mayor Bright's key initiatives is redevelopment of the riverfront area in downtown

Montgomery. At about the same time, the state announced plans to refurbish an area around the capital, and RSA continued to develop plans for portions of downtown. It became clear that a Superfund listing would be a serious impediment to all of these plans. The usual results of a Superfund listing are reductions in property values, aggressive attempts by EPA to recover investigation and cleanup costs, extensive litigation among potentially responsible parties to avoid or shift the burden of remediation costs, and third party toxic tort litigation. The time required to investigate the site, develop a proposed remedy, and design and implement the remedy under Superfund can be 10 years, with remediation times of an additional 20 to 30 years.

In an effort to regain control of the process, avoid the stigma of Superfund, and hasten the effective remediation of the plume, Mayor Bright convened a group of stakeholders to consider taking over the investigation and remediation of the plume on a voluntary basis. EPA indicated that they would defer final Superfund listing if the stakeholder committee demonstrated a willingness and the capability to undertake the project. EPA and ADEM would require that the process be performed under a consent agreement with EPA and in substantial compliance with Superfund regulations.

In August, the stakeholder committee elected to take the next step in the process, and authorized the Mayor to appoint a steering committee to investigate formation of limited liability corporation to undertake management of the investigation and remediation process. In October, after hearing from legal and technical consultants, the steering committee voted to proceed with drafting of legal documents forming the LLC and negotiation of a consent agreement with EPA. The consent agreement will commit the stakeholders only to completion of the next phase of the site investigation and remedy selection (referred to in regulations as the Remedial Investigation and Feasibility Study). Based on the cost of the proposed remedy that will be identified in the Feasibility Study, the committee will determine if it wishes to proceed with implementation of the remedy. The estimated cost and schedule for completing the Remedial Investigation and Feasibility Study are \$550,000 and six months.

EPA planned to initiate the next phase of the Remedial Investigation in December. That provides a deadline for formation of the LLC and execution of a consent agreement. The next opportunity for a party to take control of the site would be at the conclusion of the Feasibility Study. Based on schedules at other sites where EPA is in the lead, it is likely that remedy selection could take an additional six months to a year if left to EPA.

Timely completion of the remedial investigation provides a number of benefits for downtown redevelopment. Delineation of the plume boundaries would enable a better definition of the plume site and allow development in other portions of downtown to proceed without the Superfund stigma. EPA Brownfields grant assistance would become available for portions of downtown outside the plume boundaries. Other liability mitigating measures, such as environmental insurance and EPA liability limitation letters, would also become available for properties outside the plume. Therefore, prompt completion of the remedial investigation will enhance redevelopment opportunities for much of the downtown area that is currently under a Superfund stigma.

## 1.0 Project Description

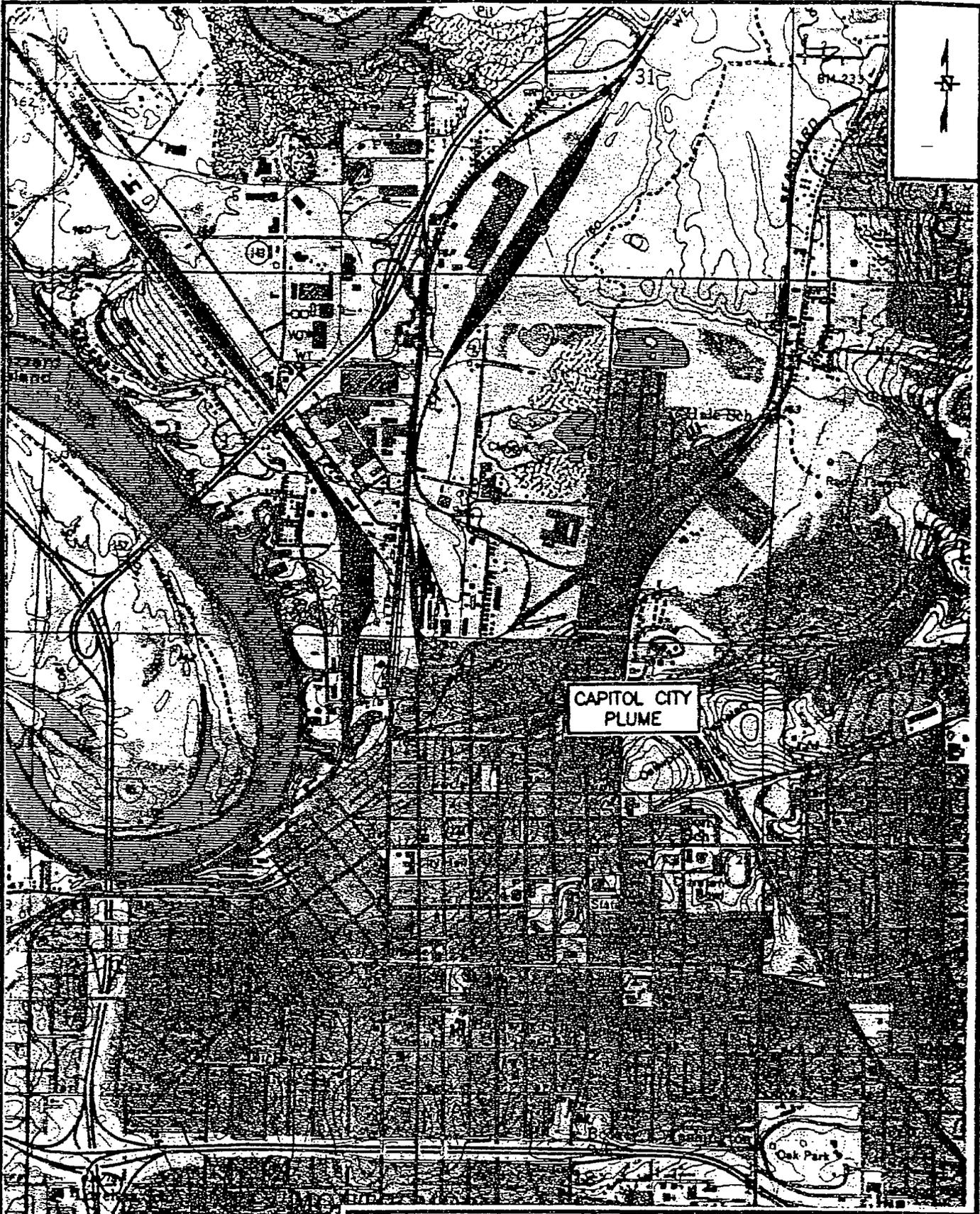
This Quality Assurance Project Plan (QAPP) has been prepared in response to a Statement of Work (SOW) for the Remedial Investigation/Feasibility Study (RI/FS) at the Capitol City Plume site in Montgomery, Montgomery County, Alabama, issued to Black & Veatch Special Projects Corp. (Black & Veatch) on July 19, 1999, by the United States Environmental Protection Agency Region IV (EPA). This SOW was issued through EPA Response Action Contract (RAC) No. 68-W-99-043 under Work Assignment No. 001-RICO-A4H7. This QAPP is a critical planning document for the RI/FS environmental data collection activities to be performed at the Capitol City Plume site.

This document will address the implementation of quality assurance/quality control (QA/QC) activities throughout the life cycle of the project and is the basis for identifying how the quality system of the organization performing the work is reflected in the project and in associated technical goals. This QAPP is an integral part of the Sampling and Analysis Plan and incorporates the elements of a Data Management Plan as specified in the EPA SOW for the RI/FS, at the Capitol City Plume site in Montgomery, Montgomery County, Alabama, dated July 19, 1999 (EPA, 1999a). The format and information in this QAPP are based on the *EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations (EPA QA/R-5)*, dated October 1997 (EPA, 1997a), and supplemented by the *EPA Guidance for Quality Assurance Project Plans (EPA QA/G-5)*, dated February 1998 (EPA, 1998).

### 1.1 Site Location and Operational History

The Capitol City Plume site is located in downtown Montgomery, Montgomery County, Alabama. The site consists of a 30-city block area bound on the north by Pollard Street, on the east by Decatur Street, on the south by Dexter Avenue, and on the west by Court Street (ADEM, 1995). A vicinity map showing the general location of the site is presented on Figure 1-1. A site layout map consisting of an area which extends beyond the 30-city block Capitol City Plume site is shown on Figure 1-2.

CAD DWG NO: ACC-SITE ORIGINAL DWG SIZE  
DATE: 06-16-98 11 x 8.5  
SC#11  
PLOT SCALE: 1=24000



CONTOUR INTERVAL 5 FEET

SCALE  
2000 4000 FEET

BASE MAP IS A PORTION OF THE USGS 7.5 MINUTE SERIES TOPOGRAPHIC MAP: MONTGOMERY NORTH, MONTGOMERY COUNTY, ALABAMA, 1858, PHOTOREVISED 1981.



SITE LOCATION MAP  
CAPITOL CITY PLUME  
MONTGOMERY, MONTGOMERY COUNTY, ALABAMA

FIGURE  
1-1

The area of the Capitol City Plume site was determined based on groundwater contamination identified in the downtown Montgomery area. The groundwater contamination was initially identified through soil and groundwater contamination (tetrachloroethene) detected during the construction of the Retirement Systems of Alabama (RSA) energy plant located at the corner of Monroe Street and McDonough Street (Figure 1-2). Tetrachloroethene (PCE) contamination was later detected in the groundwater at Montgomery Water Works Well 9W, located at the corner of Court Street and Pollard Street, which has been closed due to PCE contamination (ADEM, 1993a; ADEM, 1994a; ADEM, 1995). Benzene, toluene, ethyl benzene, and total xylenes (BTEX) were identified in soil gas during further investigation of the site area. A minimum of 12 soil gas plumes consisting of 6 PCE plumes and 6 BTEX plumes have been identified within the 30-city block area based on a soil gas survey (ADEM, 1995; NERI, 1995).

The waste sources of these 12 soil gas plumes have not been completely identified; therefore, the operational histories of the sources are not clear at this time. It is suspected that past dry cleaning and/or auto repair are the sources of contamination. Due to the common use of BTEX in automobile fuel and in many other petroleum derived fuels and solvents, it may be difficult to pinpoint specific BTEX waste sources. However, the source of at least two of the BTEX plumes are thought to originate from leaking underground storage tanks (USTs). PCE is a man-made compound primarily used for dry cleaning fabrics and textiles. It is also used as a metal cleaning agent and as an additive in printing inks, adhesives, glues, sealants, and polishes. An historical review of the city directories of Montgomery from 1905 to 1985 indicated that 38 dry cleaning businesses have operated in the site area (ADEM, 1995).

## 1.2 Regulatory History

In 1992, The CWA Group, Inc. (CWA) was retained by PH&J Architects, Inc., to conduct a Phase I Environmental Site Assessment of several properties located in the downtown area of Montgomery, Alabama, which were of interest to RSA. The purpose of the assessment was to identify potential releases resulting from past or present utilization of the properties identified and/or adjacent properties. The energy plant area and properties located within city blocks located west, southwest, and south of the energy plant were among the properties identified for environmental site assessment. No environmental concerns were identified for these properties on the local or state levels. The Madison Mini Mart, Inc. gasoline service station, located at 318 Madison Avenue, and the Madison Car Wash, Inc., (reported closed

at the time of the assessment) located at 300 Madison Avenue between Hull and McDonough Streets, were identified as having USTs, but there had been no violations or complaints on file for these facilities. Four facilities were identified within the same block as the energy plant during the Phase I visual inspection as having the potential for the presence of hazardous materials. These former facilities, their addresses, their location within the block, and their respective potential contaminants include the following: 1) Madison Ave. Cleaners, 320/330 Madison Ave., northeast corner, solvents, other chemicals, metals; 2) Madison Auto Car Wash, 318 Madison Ave., north central portion of block, UST; 3) Gulf Service Station, 300 Madison Ave., northwest corner, UST and hydraulic lift; and 4) Swift and Co., 319 Monroe Ave., west central portion of block, UST. Dry cleaning facilities which potentially utilize solvents, other chemicals, and metals are also located in the northwest (1 facility) and southwest (1 facility) corners of the block east of the energy plant, in the southwest quadrant (2 facilities) of the block southwest of the energy plant, near the southeast corner of the block (1 facility) located south of the energy plant, and in the southern portion of the block (1 facility) located northwest of the block containing the energy plant. Ten other facilities located in blocks adjacent to the energy plant block that may contain USTs and/or hydraulic lifts include gasoline stations, auto repair shops, one parking lot/public transfer station, and one greenhouse which potentially contains solvents, other chemicals, and metals. The Phase I Environmental Assessment report recommended that Phase II Environmental Assessments be conducted on the sites where there were visual indications of the potential for the existence of hazardous materials on or beneath the ground surface (CWA, 1992).

The contamination concern at the Capitol City Plume site was not discovered until the construction of the RSA energy plant near the corner of Monroe Street and McDonough Street. In September 1993, ADEM's Special Projects group under the Alabama Hazardous Substance Cleanup Fund (AHSCF) received a report of contaminated soil by RSA officials which indicated that an area of suspected PCE contamination had been discovered at a depth of 25 feet while excavating for the construction of a basement for the RSA utility building. The reported soil contamination was estimated to be approximately 20 feet wide and 15 feet deep. On September 13 through 14, 1993, Mr. Stephen Maurer of ADEM conducted a site inspection of the RSA energy plant area. During the site inspection, it was determined that the nearby Davis Dry Cleaning establishment did not perform and had never performed dry cleaning at that location according to its owner, Mr. Davis. Dry cleaning machine parts and chemicals were observed during the site inspection, but there was no indication of present or previous

dry cleaning machine utility connections. The Degostin & Angelini Brothers Building, located at the southwest corner of Hull and Monroe Street and southeast of the RSI energy plant utility building excavation, had been torn down recently. A laboratory analysis of soil collected from the utility building excavation on September 9, 1993, 21.5 feet below ground level and 1 foot into the bank had contained concentrations of 7,066 parts per billion (ppb) PCE, 1037 ppb methylene chloride, and 255 ppb of 1,1,2-trichloroethane. The area of contamination had been taped off and construction halted until a course of action could be determined. Mr. Maurer of ADEM collected three subsurface soil samples from the utility building excavation from approximately 25 feet below ground level. The contractor for the utility building excavation was advised to discontinue the disposal of the contaminated soil from the utility building excavation into the area 2 blocks down from Monroe Street until a course of action could be determined. On September 15, 1993, Mr. Maurer was given a copy of the Phase I Preliminary Environmental Site Assessment report for the RSA properties which had been conducted by the CWA Group, Inc. for PH&J Architects, Inc. (ADEM, 1993b; CWA, 1992).

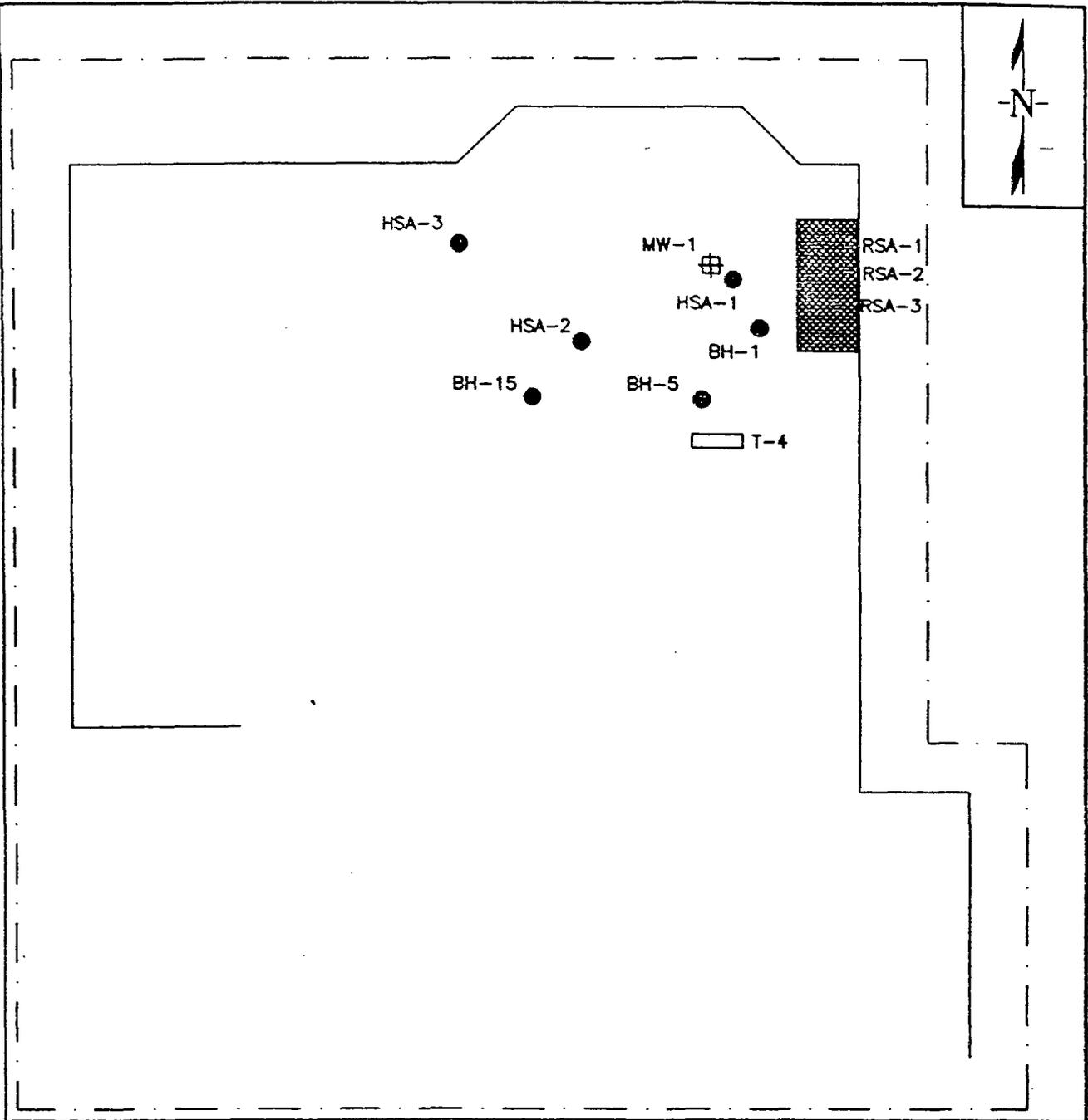
The three subsurface soil samples, RSA-1, RSA-2, and RSA-3, collected by Mr. Maurer of ADEM, and which are included in ADEM Phase I report analytical results, were found to contain 3,989 parts per million (ppm), 7,268 ppm, and 7,843 ppm of PCE, respectively (ADEM, 1993a; ADEM, 1993b). Additional ADEM Phase I samples, consisting of 17 subsurface samples and 2 groundwater samples (both collected from monitoring well MW-1), were collected in October 1993 (ADEM, 1993a; ADEM, 1994a). Subsurface soil sample analytical results for PCE ranged from below detection limits (BDL) to 0.13 ppm in the soil and 536 to 607 ppb in groundwater (ADEM, 1993a). The samples for which sample locations and analytical results were identified in the Phase I report are indicated on Figure 1-3 and are presented in Table 1-1, respectively.

On September 20, 1993, ADEM personnel met with Mr. Gilbert and Mr. Chesnut at the RSA energy plant site to determine a course of action with regards to the contaminated soil originating from the energy plant site. Using a photoionization analyzer, ADEM personnel detected high levels of contamination at the utility building location sampled by Mr. Maurer of ADEM on September 14, 1993, and detected very low levels at the construction site where some of the excavated soil had been stored. ADEM personnel offered Mr. Gilbert and Mr. Chestnut the option of wrapping the contaminated soil in plastic and storing it on a concrete slab or loading the soil directly onto trucks for immediate transport for disposal at an

CAD DWG NO: FIG 1-3 ORIGINAL DWG SIZE MOST RECENT REVISION:  
DATE: 08/04/99 DATE: 08/16/99  
PLOT SCALE: 1"=1' SCM DRAFTER: SCM

11 x 8.5  
FILE: 48011.101

MCDONOUGH



MONROE AVENUE

**LEGEND**

- BH-? FLIGHT AUGER HOLE
- HSA-? HOLLOW STEM AUGER HOLE
- T? TRENCH
- ⊕ MW-? MONITORING WELL
- RETAINING WALL
- - - FENCE
- ▨ RSA UTILITY BUILDING



ADEM PHASE I SAMPLING LOCATIONS  
CAPITOL CITY PLUME RSA ENERGY PLANT SITE  
MONTGOMERY, MONTGOMERY COUNTY, ALABAMA

FIGURE  
1-3

**Table 1-1**  
**ADEM Phase I Investigation**  
**Capitol City Plume**  
**Montgomery, Montgomery County, Alabama**

| Sample Identification | Sample Location  | Sample Date | Sample Matrix/Depth | Analytical Results |
|-----------------------|------------------|-------------|---------------------|--------------------|
| RSA-1                 | Utility Building | 09/14/93    | Soil/NA             | PCE - 3989 ppm     |
| RSA-2                 | Utility Building | 09/14/93    | Soil /NA            | PCE - 7268 ppm     |
| RSA-3                 | Utility Building | 09/14/93    | Soil/NA             | PCE - 7843         |
| RSA-1                 | BH-1             | 10/11/93    | Soil/1.5 - 4 feet   | BDL                |
| RSA-2                 | BH-1             | 10/11/93    | Soil/4 - 6.5 feet   | BDL                |
| TR-5                  | T4               | 10/15/93    | Soil/0 - 4 feet     | PCE - 0.06 ppm     |
| TR-6                  | T4               | 10/15/93    | Soil/0 - 4 feet     | PCE - 0.13 ppm     |
| HSA-1A                | HSA-1            | 10/18/93    | Soil/1.5 - 4 feet   | BDL                |
| HSA-1B                | HSA-1            | 10/18/93    | Soil/4 - 6.5 feet   | PCE - 0.09 ppm     |
| HSA-2A                | HSA-2            | 10/18/93    | Soil/1.5 - 4 feet   | BDL                |
| HSA-2B                | HSA-2            | 10/18/93    | Soil/4 - 6.5 feet   | BDL                |
| SP-2C                 | HSA-3            | 10/18/93    | Soil/6.5 - 8 feet   | BDL                |
| HSA-3A                | HSA-3            | 10/18/93    | Soil/1.5 - 4 feet   | BDL                |
| HSA-3B                | HSA-3            | 10/18/93    | Soil/4 - 6.5 feet   | BDL                |
| AM                    | BH-15            | 10/22/93    | Soil/Unknown        | PCE - 0.02 ppm     |
| AN                    | BH-1             | 10/22/93    | Soil/Unknown        | PCE - 0.01 ppm     |
| AO                    | BH-5             | 10/22/93    | Soil/Unknown        | PCE - 0.02 ppm     |
| WS-2                  | MW-1             | 10/15/93    | Groundwater/Unknown | PCE - 536 ppb      |
| WS-3                  | MW-1             | 10/15/93    | Groundwater/Unknown | PCE - 607 ppb      |

Notes: RSA - Retirement Systems of Alabama NA - not applicable PCE - tetrachloroethene ppm - parts per million  
 BH - flight auger hole BDL - below detection limit T - trench HSA - hollow stem auger hole  
 MW - monitoring well ppb - parts per billion

approved disposal facility (ADEM, 1993c). The soil was tentatively schedule for removal to the Chemical Waste Management Emille Landfill on October 9, 1993 (CTE, 1993). The final disposition of the contaminated soil was not documented in the files reviewed.

In early October 1993, Rusty Kestle, a geologist with ADEM, recommended that further testing be conducted in the RSA energy plant area. Mr. Kestle recommended that soil samples from soil borings and water samples from borings that encountered the water table be collected. He also suggested that it might become necessary to install monitoring wells to determine the extent of groundwater contamination and to find the source if it becomes evident that there is widespread contamination (ADEM, 1993d).

ADEM began a Phase II investigation in November 1993. The focus of the Phase II investigation was to attempt to identify sources and the extent of contamination in the RSA energy plant area. Initially, 25 soil samples were collected from five borings, and two unpurged monitoring well groundwater samples were collected from two borings completed as permanent monitoring wells within a 4-city block area in November and December 1993. Monitoring well MW-1 had been abandoned; therefore, it was not available for Phase II sampling. According to file materials, monitoring well MW-4 was also installed during the Phase II investigation; however, it was not sampled until March 4, 1994. Monitoring wells MW-2, MW-3 and MW-4 were sampled on March 4, 1994, and again on June 13, 1994. Water levels were also collected during all three sampling dates. Additionally, Montgomery public well 9W was sampled on June 13, 1994. This well was sampled because file information discovered during the Phase II investigation indicated that Montgomery public well 9W, located approximately 1.1 miles northwest of the RSA energy, or chiller plant, contained 7.1 ppb PCE in a well sample collected April 4, 1991, and 21.0 ppb PCE in a well sample collected May 14, 1992. The well was reportedly closed due to the presence of PCE; however, the date of closure was not indicated in available file material (ADEM, 1994b). All Phase II soil and groundwater samples were analyzed for PCE and other volatile organic compounds by the Alabama Department of Environmental Management Central Laboratory. The soil and groundwater results were reported in micrograms per gram (ug/g or ppm) and in micrograms per liter (ug/L or ppb), respectively.

In December 1994, 60 soil gas samples were collected as part of the ADEM Phase II investigation by ADEM subcontractor, Northeast Research Institute (NERI) (ADEM, 1995;

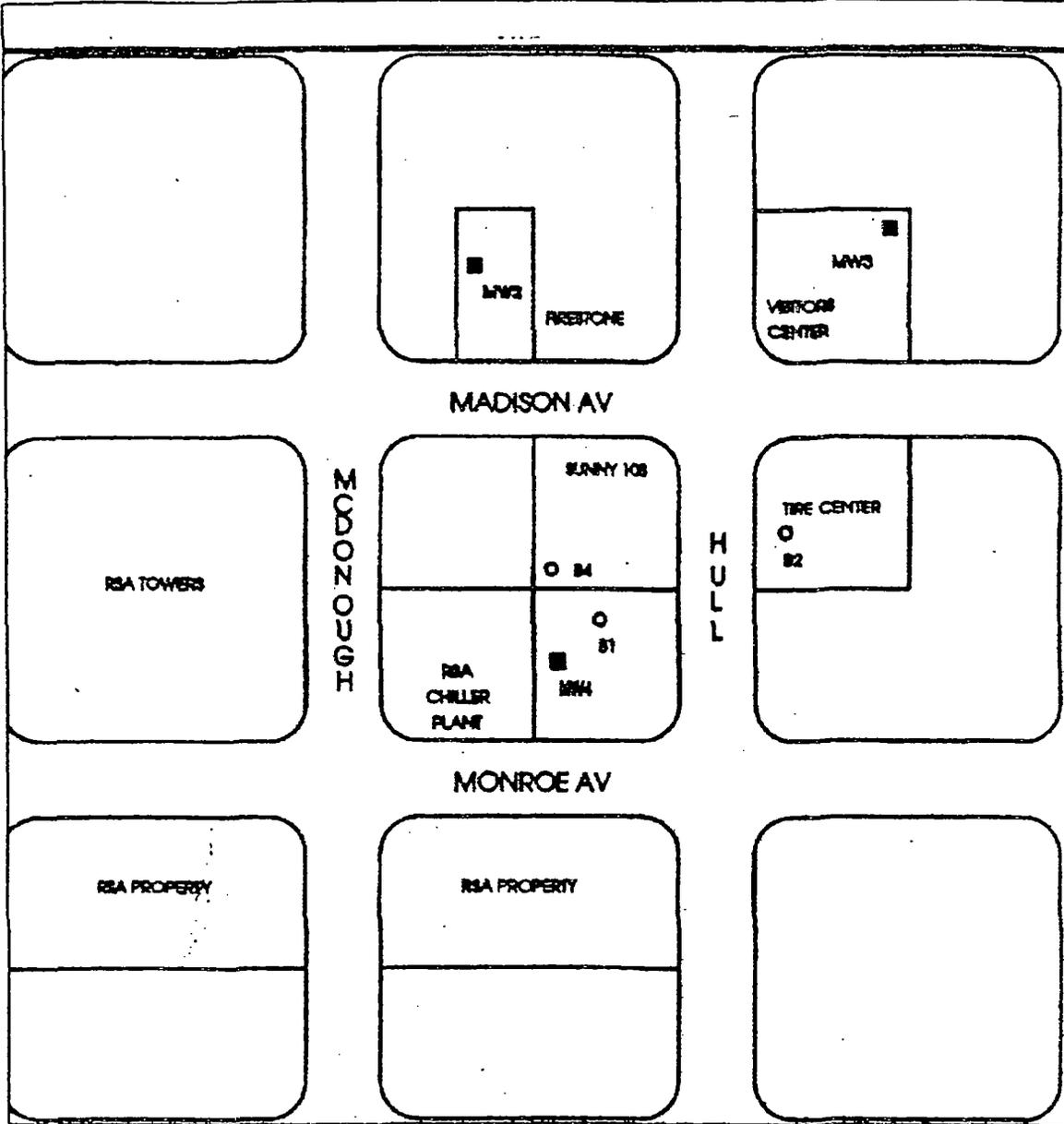
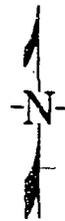
NERI, 1995). The soil gas samples were analyzed for PCE and other volatile organic compounds via the PETREX method which identifies the compounds detected by ion counts which are reported relative response values.

All 25 of the Phase II soil sample analytical results were below detection limits of 0.025 and 0.050 ug/g. The June 13, 1994 purged well groundwater sample results for monitoring well MW2, located north of the chiller plant, monitoring well MW3, located northeast of the chiller plant, and monitoring well MW4, located east of the chiller plant, contained PCE concentrations of 113.0 ppb, 17.2 ppb, and 3.7 ppb, respectively. The Montgomery public well 9W analytical results were below detection limits of 0.5 ug/L. The soil and groundwater sample locations are indicated on Figure 1-4. The analytical results of the soil samples and of the purged well groundwater samples are presented in Tables 1-2 and 1-3, respectively. The water levels of the monitoring wells, collected during groundwater sampling, are also presented in Table 1-3. File material construction details for these wells were inadequate and therefore, are not presented in this document; however, the file material did indicate a northwesterly groundwater flow direction from the chiller plant area towards the Alabama River (ADEM, 1994b). Twelve soil gas plumes consisting of 6 PCE plumes and 6 BTEX plumes were identified based on the results of the 60-sample PETREX soil gas survey. Potential PCE source areas were identified in the city blocks bounded by Monroe Street to the south, McDonough Street to the west, Decatur Street to the east, and on the north and south side of Madison Avenue. The primary potential BTEX source area identified is located in the vicinity of the city block bounded by Dexter Street to the south, Lawrence Street to the west, McDonough Street to the east, and Monroe Street to the north (NERI, 1995). The soil gas plumes of PCE and the soil gas plumes of BTEX are presented on Figures 1-5 and 1-6, respectively (NERI, 1995).

In April 1997, CH2M Hill submitted a wellhead protection plan to the Montgomery Water Works and Sanitary Sewer Board (MWWSSB). The plan indicated that much of the groundwater contamination reported in the ADEM investigation was located within the wellhead protection areas associated with the wells in the North Well Field (CH2M Hill, 1997). CH2M Hill is currently conducting a sewer study for the MWWSSB.

A comparison of previous investigation analytical results to current regulatory standards for the appropriate environmental media is presented in Section 1.0 of the Field Sampling Plan.

CAD DWG NO: FIG 1-2.DWG ORIGINAL DWG SIZE MOST RECENT REVISION:  
 DATE: 06/04/99 SCH 11 x 8.5 DATE: 09/18/99  
 PLOT SCALE: 1"=1' DRAFTER: SCH  
 FILE: 49011-0101



NOT TO SCALE

**LEGEND**

- MONITORING WELL
- TEST BORING
- \* ESTIMATED LOCATION



ADEM PHASE II, INVESTIGATION SAMPLING LOCATIONS  
 CAPITOL CITY PLUME RSA ENERGY PLANT SITE  
 MONTGOMERY, MONTGOMERY COUNTY, ALABAMA

FIGURE  
 1-4

**Table 1-2**  
**ADEM Phase II Investigation**  
**Soil Sample Analytical Results**  
**Capitol City Plume Site**  
**Montgomery, Montgomery County, Alabama**

| BORING NO. | SAMPLE ID. | SAMPLE DEPTH | SAMPLE DATE | SAMPLE TIME | TETRACHLOROETHENE RESULTS |
|------------|------------|--------------|-------------|-------------|---------------------------|
| MW2        | MW2-1      | 4'-6'        | 11-29-93    | 0930        | BDL                       |
| MW2        | MW2-2      | 11'-13'      | 11-29-93    | 0938        | BDL                       |
| MW2        | MW2-3      | 18'-20'      | 11-29-93    | 0955        | BDL                       |
| MW2        | MW2-4      | 25'-27'      | 11-29-93    | 1005        | BDL                       |
| MW2        | MW2-5      | 32'-34'      | 11-29-93    | 1012        | BDL                       |
| MW3        | MW3-1      | 4'-6'        | 11-30-93    | 0840        | BDL                       |
| MW3        | MW3-2      | 11'-13'      | 11-30-93    | 0846        | BDL                       |
| MW3        | MW3-3      | 18'-20'      | 11-30-93    | 0850        | BDL                       |
| MW3        | MW3-4      | 25'-27'      | 11-30-93    | 0910        | BDL                       |
| MW3        | MW3-5      | 32'-34'      | 11-30-93    | 0930        | BDL                       |
| B1         | B1-A       | 4'-6'        | 11-30-93    | 1350        | BDL                       |
| B1         | B1-B       | 11'-13'      | 11-30-93    | 1354        | BDL                       |
| B1         | B1-C       | 18'-20'      | 11-30-93    | 1357        | BDL                       |
| B1         | B1-D       | 25'-27'      | 11-30-93    | 1405        | BDL                       |
| B1         | B1-E       | 32'-34'      | 11-30-93    | 1415        | BDL                       |
| B2         | B2-A       | 4'-6'        | 12-1-93     | 0900        | BDL                       |
| B2         | B2-B       | 11'-13'      | 12-1-93     | 0907        | BDL                       |
| B2         | B2-C       | 18'-20'      | 12-1-93     | 0914        | BDL                       |
| B2         | B2-D       | 25'-27'      | 12-1-93     | 0921        | BDL                       |
| B2         | B2-E       | 32'-34'      | 12-1-93     | 0936        | BDL                       |
| B4         | B4-A       | 4'-6'        | 12-1-93     | 1035        | BDL                       |
| B4         | B4-B       | 11'-13'      | 12-1-93     | 1040        | BDL                       |
| B4         | B4-C       | 18'-20'      | 12-1-93     | 1045        | BDL                       |
| B4         | B4-D       | 25'-27'      | 12-1-93     | 1051        | BDL                       |
| B4         | B4-E       | 32'-34'      | 12-1-93     | 1100        | BDL                       |

**NOTES:**

- MW Monitoring Well
- B Soil Boring
- BDL Below Detection Limits

**Table 1-3**  
**ADEM Phase II Investigation**  
**Groundwater Analytical Results/Water Levels**  
**Capitol City Plume Site**  
**Montgomery, Montgomery County, Alabama**

| Well Identification Number | Groundwater Analytical Results    |                                    | Water Level Information |                     |
|----------------------------|-----------------------------------|------------------------------------|-------------------------|---------------------|
|                            | Tetrachloroethene (ppb)<br>3/4/94 | Tetrachloroethene (ppb)<br>6/13/94 | 3/4/94 (feet btoc)      | 6/13/94 (feet btoc) |
| MW2                        | 93.0                              | 113.0                              | 38.25                   | 38.05               |
| MW3                        | 41.9                              | 17.2                               | 54.07                   | 54.10               |
| MW4                        | 38.8                              | 3.7                                | 48.49                   | 48.76               |
| 9W                         | NC                                | BDL                                | ??                      | ??                  |

**NOTES:**  
 ppb Parts per billion.  
 NC Not collected.  
 BDL Below Detection Limit.  
 btoc Below top of casing.  
 ?? Information not available.

geotechnical analysis will be collected in the saturated zone, within the screened interval of the borehole using a decontaminated 3-inch ID stainless steel split-spoon. The samples will be logged for lithologic conditions and retained for appropriate geotechnical testing. The tests to be performed will include total organic carbon [SW-846 Method 9060 (dry combustion)], moisture content (ASTM D 2216), porosity (EM 1110-2-1906 App. 2), bulk density (EM 1110-2-1906 App. 2), Atterburg limits (ASTM D 4318), and grain size distribution (ASTM D 421 and 422).

### **5.3 Groundwater Investigation**

The first mobilization of the groundwater investigation at the Capitol City Plume site shall include the installation of 14 groundwater monitoring wells, measurement of groundwater levels, monitoring well development, monitoring well purging and sampling, slug testing, and the surveying of the groundwater monitoring wells sampled.

All activities associated with the groundwater investigation will be recorded in a field logbook as described in Section 3.6 of the QAPP. Groundwater development and purging/sampling activities will also be recorded in the field logbook and on a Well Development Log and a Groundwater Sample Collection Record as presented on Figures 3-2 and 3-3, respectively, in Section 3.6 of the QAPP.

#### **5.3.1 Monitoring Well Construction, Installation, and Completion**

Fourteen groundwater monitoring wells are proposed for installation during the RI/FS field effort within the Capitol City Plume site area. Wells will be designated as shallow and intermediate. It is anticipated that "shallow" wells will be drilled to approximately 60 feet deep and "intermediate" wells will be drilled to approximately 130 feet deep. Actual depth of monitoring wells will be based upon lithology encountered. It is intended that the shallow and intermediate wells will be completed within the shallow or Eutaw aquifer system. The Eutaw aquifer is contained within sediments of the Terrace deposits and Eutaw Formation. The intent of well screen placement is to detect light non-aqueous phase liquids (LNAPLs) in the shallow wells (floating on the water table) and dense non-aqueous phase liquids (DNAPLs) in the intermediate wells (which are heavier than water and have sunk to the base of the Eutaw aquifer). Previous soil borings indicate the water table may be over 45 feet bls in the site area with a clay and silt layer present from approximately 35 to over 50 feet bls.

Well completed with a total depth of approximately 60 feet bls are intended to monitor the upper portion of the shallow aquifer system and wells that are completed to approximately 130 feet bls are intended to monitor conditions at the base of the shallow aquifer system. The shallow well depth will be adjusted such that the top of the screened interval will be at or just above the water table. The depth of the intermediate wells will be adjusted such that the bottom of the screened interval will be at or very close to the sandy clay unit which forms the base of the Eutaw aquifer. In areas where a competent clay layer is encountered below the water table, intermediate wells will be completed as double cased (also called a surface casing) wells to isolate the upper portion of the aquifer. Although shallow and intermediate wells will be completed within the same aquifer system, double cased wells are necessary to prevent creating possible vertical conduits in areas where there may be an overlying source. Well drilling, completion, and development will be conducted in accordance with the standards established in the EISOPQAM (EPA, 1997). The proposed monitoring well locations are presented in Section 3.0 of this FSP. Permits to install and construct the monitoring wells will be secured from the appropriate authorities, where appropriate, by Black & Veatch's drilling subcontractor prior to commencement of drilling activities.

#### ***5.3.1.1 Permanent Monitoring Well Construction***

The permanent monitoring wells within the Capitol City Plume site area will be installed by Black & Veatch's drilling subcontractor. Historically, drilling with hollow stem augers is the preferred method because it does not introduce fluid into the borehole. It is anticipated that the monitoring wells will be installed using hollow stem augers; however, rotary or Rotasonic methods may be used if conditions are such that hollow stem augers are not adequate or if other methods are adequate and (after subcontractor bidding) proves more cost effective. If problems arise from sand entering the hollow stem augers (heaving sands), rotary methods will be used to allow collection of representative samples.

Heaving sands entering the augers prevent the collection of representative samples with split spoons. Rotary methods may be used in conjunction with hollow stem augers for installing surface casing. Since very few drilling contractors have access to hollow stem augers large enough to adequately set a 6" ID surface casing (allowing for a minimum 10" diameter borehole), wash or mud rotary methods may be necessary. While 6 1/4-inch ID hollow stem

augers may result in a near 10-inch diameter borehole, difficulty in keeping the annular space open before grouting in the surface casing may be a problem. Rotasonic drilling is very quick, produces less soil cuttings, and is the most advantageous method when double cased wells are required. However, Rotasonic drilling is inappropriate when collecting subsurface soil samples for chemical analyses other than screening level data. This is because the Rotasonic system utilizes the same sampler while advancing the borehole (making decontamination between samples impractical) and because stainless steel or Teflon<sup>0</sup> liners for the system are either unavailable and/or are cost prohibitive. Rotasonic has also traditionally been cost prohibitive except when numerous deep wells are planned. Both hollow stem auger and Rotasonic drilling methods will be considered after subcontractor proposals have been received. Rotary methods will be used as an alternative if hollow stem auger drilling is used and proves ineffective.

Although the appropriate utility companies will have cleared all borehole locations prior to initiating drilling activities, the first four feet of each borehole shall be advanced by hand, using either with post-hole diggers or hand augers. From 4 feet bls to 10 feet bls, attempts will be made to sample soil continuously using 24-inch long carbon steel 2-inch ID split spoon samplers and at 5-foot intervals thereafter to total depth of the borehole. At depths where a soil sample is needed for chemical analyses or for geotechnical analyses, a 24-inch long stainless steel 3-inch diameter split spoon may be substituted. At locations where multiple wells will be installed, lithologic samples will only be collected from the deepest borehole at each location. Drilling procedures for hollow stem auger, rotary, and Rotasonic drilling are as follows:

#### ***Hollow Stem Auger Drilling***

The preferred drilling method is hollow stem auger. An initial pilot borehole shall be drilled using 4 ¼-inch ID hollow stem augers. This pilot hole will be used to collect split spoons for lithologic descriptions and to collect samples designated for chemical analyses. The small 4 ¼-inch opening reduces the probability of heaving sands from entering the augers. For boreholes designated for intermediate wells, the pilot hole will continue with split spoon sampling to total depth or until a competent clay layer is encountered below the water table. If a competent clay layer is not encountered, the pilot borehole will be advanced to the base of the shallow aquifer system (approximately 130 feet bls). If a competent clay layer is encountered below the water table, drilling with the 4 ¼-inch ID hollow stem augers will

cease until surface casing is installed. If required, the surface casing will be installed approximately 3-feet into the competent clay layer. After the surface casing is installed, the pilot hole will be continued to total depth. For shallow monitoring wells, the pilot hole will be advanced to total depth without a surface casing. After the pilot hole is complete (for shallow and intermediate wells), the borehole will be reamed with plugged 6 1/4-inch ID hollow stem augers to total depth. The bottom of the lead 6 1/4-inch ID hollow stem augers will be plugged with a fitted Teflon<sup>o</sup> plug that will be knocked out upon well installation. Upon reaching total depth with the plugged 6 1/4-inch hollow stem augers, the well will be installed as described as follows.

### ***Rotary Drilling***

The borings for the permanent monitoring wells may be advanced by rotary drilling using a nominal 6-inch outside diameter (OD) tri-cone or roller bit (rotary bit). Wash rotary will be used if possible; however, mud rotary will be used in the event there is loss of circulation or drill cuttings are not circulating adequately. If mud rotary is used, the borehole shall be flushed with potable water before well installation. Soil sampling from boreholes installed with rotary methods shall be collected by tripping out of the borehole with the drill rod and replacing the drill bit with a split spoon sampler. Samples will then be collected from the open borehole as described in sections 5.3.1 and 5.3.2. For boreholes designated for intermediate wells, the borehole will continue with split spoon sampling to total depth or until a competent clay layer is encountered below the water table. If a competent clay layer is not encountered, the nominal 6-inch borehole will be advanced to the base of the shallow aquifer system (approximately 130 feet bls). If a competent clay layer is encountered below the water table, drilling with the 6-inch rotary bit will cease until surface casing is installed. After the surface casing is installed, the borehole will be continued to total depth with the nominal 6-inch OD rotary bit. For shallow monitoring wells, the nominal 6-inch bore hole will be advanced to total depth without a surface casing. Upon reaching total depth with the nominal 6-inch rotary bit, the well will be installed as described below.

### ***Sonic Drilling (Rotasonic)***

If Rotasonic drilling is used, the installation of a permanent surface casing will not be required. Rotasonic drilling involved advancing a 4-inch diameter core barrel for soil sample removal. The 4-inch ID core barrel is advanced in 10-foot segments. Upon reaching the 10-foot increment, a 6-inch ID (override) core barrel is placed over the 4-inch core barrel and

advanced to the same depth as the 4-inch core barrel. With the 6-inch core barrel still in place, the 4-inch core barrel is removed and the sample is removed and placed into 5-foot long plastic sleeves for examination by the onsite geologist. If a competent clay layer is encountered between the water table and the desired screened interval, an 8-inch override casing is advanced over the 6-inch override casing and left in place as the borehole is advanced using the 4-inch and 6-inch system. The 8-inch override casing, if required, shall be installed approximately 3 feet into a low permeability zone in order to isolate potentially contaminated groundwater in the upper portion of the shallow aquifer from the underlying groundwater. The 8-inch override casing will be pressurized to insure an adequate seal exists. If it is discovered there is not an adequate seal, a bentonite plug will be installed around the 8-inch override casing before advancing the borehole. Upon removing the casings 4-inch, 6-inch, and possible 8-inch, the annular space between the borehole wall and the well casing will be grouted using a 30 percent high solids bentonite grout (CETCO Pure Gold® is the only brand currently accepted) as the casings are withdrawn. The actual depth of casing installation will be determined in the field by the onsite geologist.

**5.3.1.2 Monitoring Well Installation.** Construction details for the proposed monitoring wells described herein are detailed on Figures 5-2 and 5-3 on Well Installation Logs. A typical flush mount protector well without a surface casing is presented on Figure 5-2, and a typical flush mount protector well with an outer (surface) casing is presented on Figure 5-3. A Well Installation Log will be generated for each well installed. Upon reaching total depth, well installation will begin. If mud rotary drilling is required, the borehole will be back-washed with potable water to remove drilling mud from the borehole before well installation begins. Total depth of the shallow wells will be determined by where the water table is encountered. The top of the well screen will be positioned at or just above the water table surface. Total depth of the intermediate wells will be determined by the composition of the lithology near 130-foot bls. The bottom of the screened interval will be placed at or very near the bottom of the Eutaw aquifer. The base of the Eutaw aquifer is recognized by a sandy clay layer which separates the Eutaw aquifer from the underlying Gordo aquifer. Upon reaching approximately 115-foot bls, down pressure on the drill bit will be minimized in order to monitor soil cuttings between split spoons. Upon the first encounter of sandy clay near 130-foot bls, a split spoon will be collected to verify a low permeability layer is present. Multiple

consecutive split spoons will be collected as needed to verify the presence of a low permeability layer.

Decontaminated riser pipe and well screen constructed of 2-inch diameter, flush threaded, Schedule 5, Type 304 stainless steel with wire wrapped screens of 0.010-inch continuous openings will then be assembled and placed in the boreholes. The well screens will be 10 feet in length and shall be fitted with a threaded stainless steel bottom plug. An appropriately sized and prewashed silica sand will be used for the filter pack material. The filter pack will be applied by tremie method a minimum of 12 inches under the bottom of the well plug and will extend up to no less than 2-feet above the top of the well screen. Bentonite pellets (1/4 inch diameter or less) will then be placed down the annular space to provide a pre-hydrated seal no less than two feet thick above the sand pack.

The bentonite pellet seal is anticipated to lie below the water table, and should not require manual hydration. Depths to the top of the sand pack and the top of the bentonite seal will be measured using a weighted tape or a measured tremie line. The remaining annular space will be grouted by tremie pipe to within approximately two feet of the surface with a bentonite grout composed of Pure Gold<sup>®</sup> bentonite powder and potable water (measured weight of the bentonite grout is to be no less than 10 pounds per gallon using a drilling contractor supplied mud balance). If Rotasonic drilling is used, the 4-inch, 6-inch, and 8-inch override casings will be removed as the borehole is grouted.

If a permanent surface casing is required, hollow stem auger or rotary drilling techniques will be used to advance a 10-inch borehole approximately 3-feet into a competent confining unit (clay or silt). Once the borehole is completed, a nominal 6-inch inner diameter (ID) carbon steel permanent surface casing will be lowered into the borehole for grouting. Permanent casing will consist of black steel pipe, seamless or welded, in accordance with American Petroleum Institute Standard 5L or equivalent ASTM or ANSI standards. The full-length casing will be new six-inch nominal inside diameter black steel pipe with the wall thickness of not less than 0.25 inch. The grout used to secure the surface casing will be bentonite cement consisting of 6.5 to 7 gallons of water per 94-lb bag of Type 1 Portland cement with

5 to 10 percent by weight of bentonite powder. The mixed grout will be weighed with a mud scale before pumping.

The grout will be installed by using a tremie pipe to install grout through the annular space between the borehole wall and the surface casing. When using the tremie method, the surface casing will be plugged approximately 2-feet from the bottom to prevent the entire inside length of the casing from being grouted and to keep out any potentially contaminated formation soil or water. This temporary plug may be PVC or bentonite. Approximately 2-feet of grout will be pumped into the bottom of the borehole immediately before lowering the casing. After the casing is lowered, a tremie pipe will be used to pump grout into the annular space between the surface casing and the borehole wall. Grout will be tremie grouted into the annular space until grout returning from the annular space at land surface is equal in weight to that being pumped. Advancement of the 6-inch borehole through the surface casing will not begin until the grout used to secure the surface casing has cured for at least 24-hours.

**5.3.1.3 Monitoring Well Completion.** Drill cuttings and fluids which result from the well installation process will be containerized in Department of Transportation (DOT)-approved 55-gallon UN 1A-1 or 1A-2 drums. Monitoring wells will be sealed to the ground surface with concrete and a minimum three-foot by three-foot by six-inch thick concrete surface pad that slopes away from the center of the pad and protective casing. A lockable protective casing, approximately four-inches by four-inches or a flush mounted, traffic rated steel cover with locking well cap, will be installed in the concrete to provide wellhead security. In order to diminish anticipated well-head corrosion problems, the protective casings will be constructed of aluminum, steel, or cast iron and painted with rust-resistant paint. Keyed-alike locks will be used to secure the wells. The stick-up protective casings will have one weep hole to prevent water from standing inside of the protective casing. In addition, four 3-inch diameter (minimum) concrete-filled steel posts will be placed adjacent to each concrete pad as bumper guards to protect the aboveground protective casings. The posts shall be a minimum of five feet in length and extend approximately three feet above the surface.

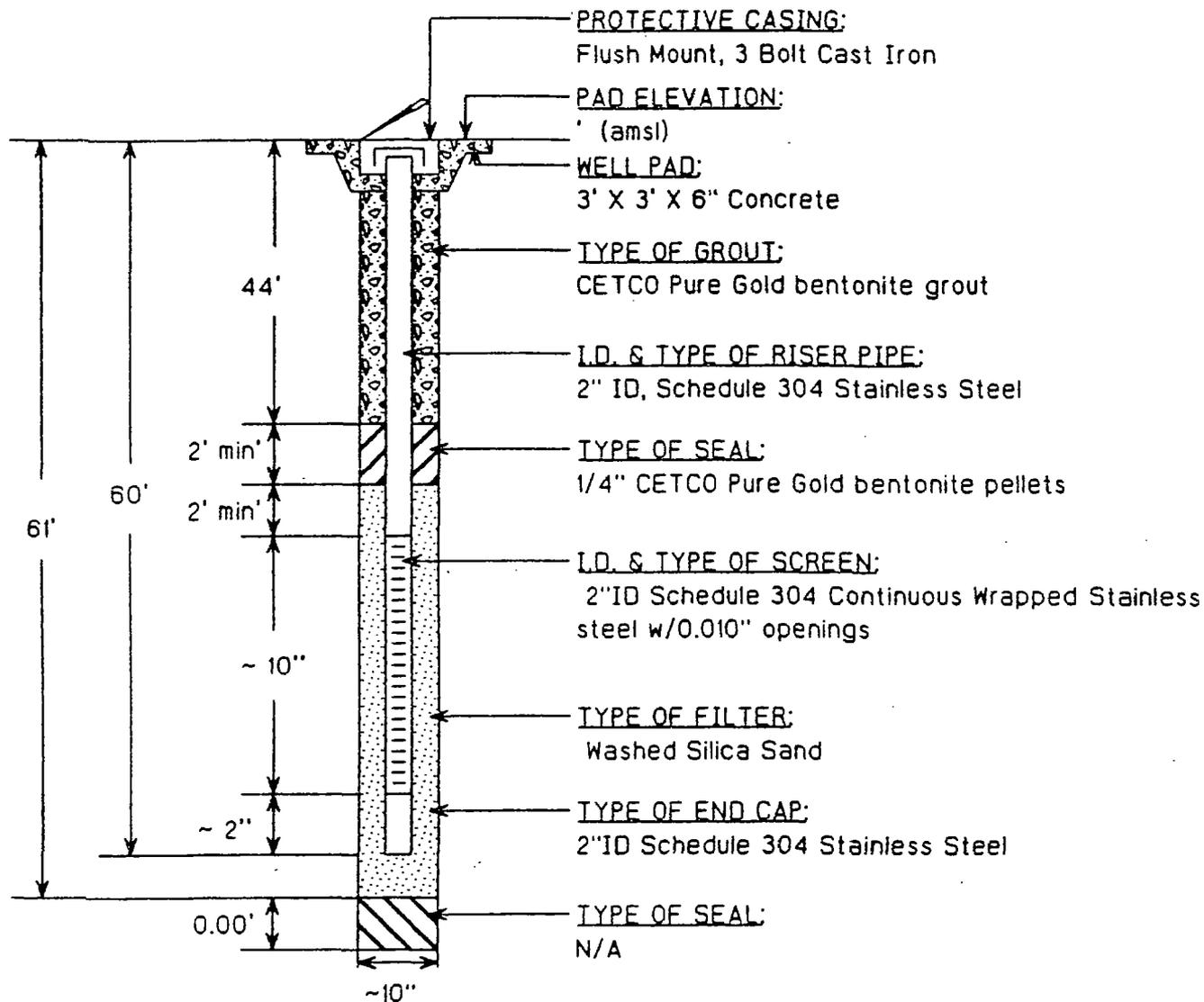


BLACK & VEATCH Special Projects, Corp.

WELL INSTALLATION LOG

NO.

|  |                      |                               |  |                      |
|--|----------------------|-------------------------------|--|----------------------|
| CLIENT<br>US EPA Region IV                           |                      | PROJECT<br>Capitol City Plumé |  | PROJECT NO.<br>48011 |
| PROJECT LOCATION<br>Montgomery, AL                   | COORDINATES<br>N' E' |                               | TOP OF RISER ELEVATION (DATUM)<br>(amsl) | DATE                 |
| STRATA MONITORED<br>Terrace Deposits/Eutaw Formation |                      |                               | LOGGED BY                                |                      |
| CHECKED BY   |                      |                               | APPROVED BY                              |                      |



METHOD OF INSTALLATION  
Well installation description will be included here.

REMARKS  
Development method will be included here.

Figure 5-2

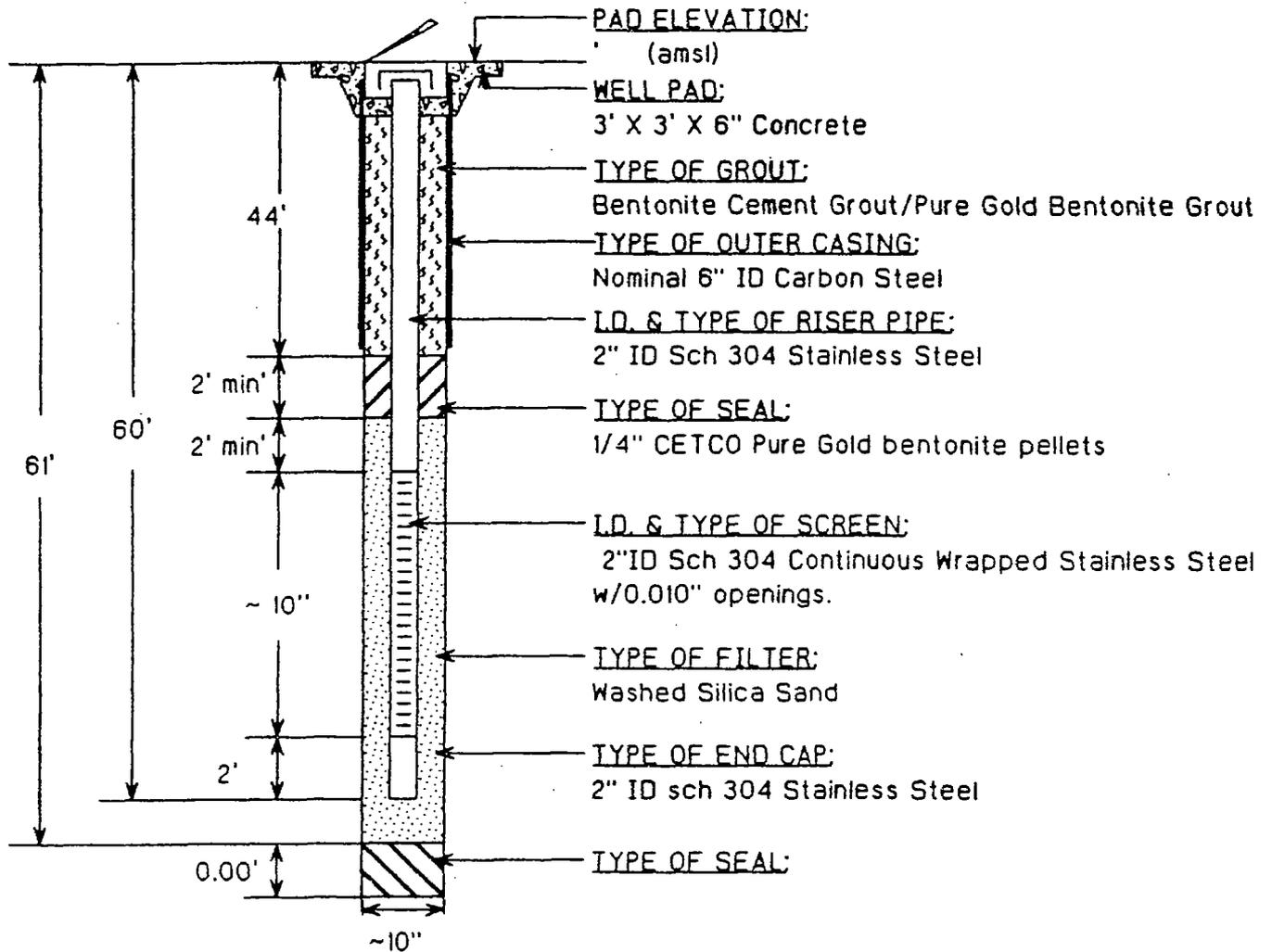


BLACK & VEATCH Special Projects, Corp.

WELL INSTALLATION LOG

NO.

|  |                      |  |                      |
|--|----------------------|--|----------------------|
| CLIENT<br>US EPA Region IV                           |                      | PROJECT<br>Capitol City Plume            | PROJECT NO.<br>48011 |
| PROJECT LOCATION<br>Montgomery, AL                   | COORDINATES<br>N' E' | TOP OF RISER ELEVATION (DATUM)<br>(amsl) | DATE                 |
| STRATA MONITORED<br>Terrace Deposits/Eutaw Formation |                      | LOGGED BY                                |                      |
| CHECKED BY   |                      | APPROVED BY                              |                      |



**METHOD OF INSTALLATION**

Well installation description will be included here. Please note: surface casing is not applicable for Roto Sonic Drilling. Diagram is similar less the surface casing.

**REMARKS**

Development method will be included here.

Figure S-3

### **5.3.2 Groundwater Level Measurements**

Subsequent to the completion of the permanent monitoring wells, the groundwater levels and total depth of these wells will be measured prior to development and again 24 hours after development and/or prior to groundwater sampling. Groundwater level data from these wells will be used to produce potentiometric surface maps.

After unlocking the monitoring well and removing the cap, the ambient air will be monitored using an OVA to evaluate the presence of organic vapors. A decontaminated, electric water level indicator will then be placed into the monitoring well to measure the depth to the static water level and total depth of the well. The measurement will be recorded to the nearest 0.01 foot and will be taken from a reference notch at the top of the monitoring well casing. The water level measurement and total depth measurement for the monitoring well will be used to calculate development and purge volumes.

### **5.3.3 Monitoring Well Development**

The newly installed groundwater monitoring wells will be developed by Black & Veatch prior to initiating groundwater sampling. Development of the well will occur no sooner than 24 hours after installation of the surface pad. Development of the wells will involve mechanical surging using either a 1.25-inch OD tremie pipe with an end cap or a 1.25-inch OD solid PVC block and pumping using to remove fines and stimulate yield. The monitoring well will be developed until the water in the well is free of visible sediment, and the pH, conductance, turbidity, and temperature have stabilized three consistent readings (EPA, 1997).

Development fluids will be containerized in DOT-approved 55-gallon UN 1A-1 or 1A-2 drums and labeled according to contents. Equipment utilized for monitoring well development will be decontaminated in accordance with procedures specified in Section 5.5 of this FSP. During the monitoring well development process, specific conductivity, pH, turbidity, and temperature measurements will be recorded in the field logbook. During the development process, water will be withdrawn, typically every 20 gallons, from the monitoring well and poured into a clean glass container. The temperature, specific conductivity, pH, and turbidity measurements will be measured immediately. All probes will be rinsed with organic free water. Turbidity will be measured in accordance with the turbidity

meter manufacturer's specifications. Instruments used to measure field parameters during well development will be calibrated prior to each use. Well development activities will also be recorded on a Well Development Record as presented in Section 3.6, Figure 3-2 of the QAPP.

#### **5.3.4 Monitoring Well Purging**

The permanent monitoring wells located within the Capitol City Plume site area will be purged immediately prior to initiating groundwater sampling in order to remove the stagnant water from the well. The water removed from the well will be replaced with groundwater from the formation, which is representative of aquifer conditions. The procedure for purging the monitoring well is described in accordance with the EISOPQAM (EPA, 1997).

Prior to initiating purging, the total amount of water in the well must be determined from the diameter of the well, water level, and total depth. The volume of water in each well will be the following equation:

$$V = 0.041 d^2h$$

where: V = volume of water (gallons)  
d = diameter of well (inches)  
h = depth of water (feet)

Monitoring wells will be purged using a decontaminated submersible pump equipped with dedicated tubing. The pump intake line will be placed slightly below the top of the water surface in order to pull water from the entire length of the water column. During monitoring well purging, specific conductivity, pH, turbidity, dissolved oxygen (DO), redox potential, and temperature measurements will be recorded in the field logbook and on the Groundwater Sample Collection Record presented on Figure 3-3, Section 3.6 of the QAPP. Purging will terminate when a minimum of three well casing volumes have been withdrawn from the monitoring wells, and field parameter readings have stabilized (pH readings within 0.1 units, specific conductance within 10 percent, turbidity less than 10 NTUs, temperature within 10 percent, and dissolved oxygen within 10 percent) over four consecutive readings or upon evacuating five well volumes from each well. When purging has been completed, the groundwater will be field analyzed for ferrous iron in order to characterize natural attenuation

properties in the area. Additionally, the groundwater will be analyzed for nitrite if groundwater samples will not be shipped in time for the laboratory analysis of nitrate within 48 hours of sample collection. Specific types of field measurement equipment and the associated procedures for their use and calibration are described in Section 4.5 of the QAPP. Water from well purging will be containerized in DOT-approved 55-gallon UN 1A-1 or 1A-2 drums and labelled according to contents.

Equipment used for purging will be decontaminated in accordance with procedures specified in Section 5.4 of this FSP, except for the dedicated tubing which will be discarded after use. All field measurement equipment probes will be rinsed with organic free water.

### **5.3.5 Groundwater Sampling**

After each of the permanent monitoring wells within the Capitol City Plume site area have been purged, the well will be sampled for groundwater. Wells will be sampled using a disposable dedicated Teflon® bailer with nylon rope attached for the raising and lowering of the bailer within the well. The Teflon® bailer will be gently immersed in the top of the water column until just filled. The bailer will then be carefully removed and the contents emptied into the appropriate containers. The volatile organic portion of the sample will be collected after the other containers have been filled.

Container requirements along with preservation procedures and holding times are presented in Section 6.0, Table 6-1 of this FSP. Samples for chemical analyses will be placed in iced coolers. The field team leader will be responsible for examining the samples and logging all observations. Samples will be labelled, packed, and shipped in accordance with the procedures specified in the Section 4.3 of the QAPP.

### **5.3.6 Slug Testing**

After the monitoring wells within the Capitol City Plume site area have been sampled, variable head (slug) tests will be conducted in 16 of the wells in order to estimate hydraulic conductivity of the strata in which the wells are screened. Prior to initiating a slug test, the static water level will be measured in the well. The slug test will begin by lowering a solid PVC slug in the well to displace the water column from the static water level. The displaced

water rises within the well, and with time, the water level recedes. This phase of the slug test is a falling-head test. After the initial static water level is reestablished, the slug is withdrawn from the well. The water level initially drops, and then rises toward the static water level. This phase of the slug test is a rising-head test. The rate at which the static water level is reestablished is a function of the transmissivity of the strata in the vicinity of the well screen. The variation of the displaced column of water is monitored with a submerged pressure transducer (situated one to two feet above the bottom of the well but below the slug) and recorded using a data logger. Both falling head and rising head tests will be conducted in each well. All equipment introduced into the well will be properly decontaminated before use in each well.

### **5.3.7 Surveying**

All monitoring wells that were sampled will be surveyed during the field investigation. Northing and Easting coordinates will be surveyed as well as the ground elevation and the elevation of the top of casing point from which water level measurements are collected. Measurements will be recorded to within the nearest 0.01 foot. Horizontal values will be recorded based on the North American Datum 1983, Adjustment 1990 (NAD 83190); and Geographic Information (Latitude and Longitude). Vertical values will be based on NGVD 29.

### **5.4 Decontamination Procedures**

Procedures for equipment decontamination will be implemented to avoid cross-contamination of subsurface strata and samples of various media which are to be submitted for chemical analyses. Decontamination procedures will meet or exceed the requirements of the EISOPQAM (EPA, 1997). One decontamination station will be constructed during the course of the field work. The decontamination station location will be selected by Black & Veatch. Drill rigs and all drilling and sampling equipment will be thoroughly cleaned and decontaminated before initial use and before leaving the site area upon completion of field activities. All downhole equipment will be cleaned between sample locations.

Prior to mobilizing to any permanent monitoring well location, the drill rig should be cleaned of any contaminants that may have been transported from another hazardous waste site, to

minimize the potential for cross-contamination. If potable water is not readily available at the decontamination station, tap water (potable) brought on the site for drilling and cleaning purposes should be contained in a pre-cleaned tank of sufficient size so that drilling activities can proceed without having to stop and obtain additional water. The drill rig and other equipment associated with the drilling and sampling activities will be inspected to ensure that all oils, greases, hydraulic fluids, etc., have been removed, and all seals and gaskets are intact with no fluid leaks. In addition, associated drilling and decontamination equipment, well construction materials, and equipment handling procedures will meet the following minimum specified criteria modified from the EISOPQAM:

- All downhole augering, drilling, and sampling equipment should be sandblasted before use if painted, and/or there is a buildup of rust, hard or caked matter, etc., that cannot be removed by steam cleaning (soap and high pressure hot water), or wire brushing. Sandblasting should be performed prior to arrival on site, or well away from the decontamination pad and areas to be sampled.
- Any portion of the drill rig, backhoe, etc., that is over the borehole (kelly bar or mast, backhoe buckets, drilling platform, hoist or chain pulldowns, spindles, cathead, etc.) will be steam cleaned (soap and high pressure hot water) and wire brushed (as needed) to remove all rust, soil, and other material which may have come from other hazardous waste sites before being brought on site.
- All well materials and related items shall be new. Printing and/or writing on well casing, tremie tubing, etc., shall be removed before use.

The decontamination station will be constructed at a suitable on-site location. In general, the station will be covered with a durable liner (such as a fiberglass reinforced tarp) such that decontamination fluids can flow into a lined collection pit, sump, or trench. The bottom of the pit should be lined with plywood to keep equipment from tearing the lining. Fluids generated as a result of decontamination will be placed in drums using a pump from the collection area to the drum. Decontamination station sheeting will be removed and placed in drums when decontamination activities have been completed.

Two levels of equipment decontamination shall be utilized during the field investigation. Method I will be used for all equipment that will be come into contact with analytical samples. Method II will be used for all downhole and related equipment.

### Method I:

The following procedures are to be used for all sampling equipment used to collect routine samples undergoing trace organic or inorganic constituent analyses:

1. Clean with tap water and soap using a brush if necessary to remove particulate matter and surface films. Equipment may be steam cleaned (soap and high pressure hot water) as an alternative to brushing. Sampling equipment that is steam cleaned should be placed on racks or saw horses at least two feet above the floor of the decontamination pad. PVC or plastic items should not be steam cleaned.
2. Rinse thoroughly with tap water.
3. Rinse thoroughly with analyte free water.
4. Rinse thoroughly with pesticide grade isopropanol. Do not rinse PVC or plastic items with pesticide grade isopropanol.
5. Rinse thoroughly with organic/analyte free water.
6. Remove the equipment from the decontamination area and cover with plastic. Equipment stored overnight will be covered and sealed with clean, unused plastic.

### Method II:

The drill rig and related drilling equipment will be steam cleaned between soil boring locations using the following procedure:

1. Wash with a high-pressure [2,500 pounds per square inch (psi) and 200°F plus] steam cleaner with phosphate-free laboratory grade detergent (such as Liquinox®) and potable water. Drilling equipment should be placed on racks or saw horses at least two feet above the floor of the decontamination pad. Hollow-stem augers, drill rods, etc., that are hollow or have holes that transmit water or drilling fluids, should be cleaned on the inside with vigorous brushing.
2. Rinse thoroughly with high-pressure steam cleaner using potable water.
3. If oil or grease is observed, rinse with pesticide-grade isopropanol.
4. Rinse thoroughly with organic/analyte free water.

Final decontamination of all equipment used to complete the drilling and sampling effort will be required prior to equipment demobilization from the site. This decontamination step is required to prevent contaminants from being transported offsite by subcontractors' vehicles. Final decontamination will be performed at the decontamination area and will be witnessed by field personnel. The procedures used for decontamination between soil boring locations will be utilized during final decontamination.

**Table 3-1  
Capitol City Plume Site  
Montgomery, Montgomery County, Alabama  
Groundwater Sampling Locations and Rationale**

| <b>Monitoring Well Number</b> | <b>Approximate Monitoring Well Location</b>   | <b>Approximate Well depth</b> | <b>Sample Purpose</b>  |
|-------------------------------|---|-------------------------------|--|
| MW-1S                         | New Monitoring Well - 116 McDonough Street.   | 60 ft.                        | Source well  |
| MW-11                         | New Monitoring Well - 116 McDonough Street.   | 130 ft                        | Source well, vertical extent of contamination.                                   |
| MW-2S                         | Existing ADEM monitoring well, parking lot west of Firestone Tire, 300 Block of Madison Street. | 60 ft.                        | Horizontal extent of contamination in shallow (Eutaw) aquifer.                   |
| MW-3S                         | Existing ADEM monitoring well, 401 Madison Street, behind former visitors center.               | 60 ft.                        | Horizontal extent of contamination in shallow (Eutaw) aquifer.                   |
| MW-4S                         | New monitoring well, northeast corner of intersection of Perry and Monroe Streets.              | 60 ft.                        | Side-gradient well west of source, horizontal extent of contamination            |
| MW-4I                         | New monitoring well, northeast corner of intersection of Perry and Monroe Streets.              | 130 ft.                       | Side-gradient well west of source area, vertical extent of contamination.        |
| MW-5I                         | New monitoring well, southeast corner of intersection Decatur and Madison Streets.              | 130 ft.                       | Source well, vertical extent of contamination                                    |
| MW-6S                         | New monitoring well, southeast corner of Jefferson and Bainbridge Streets.                      | 60 ft.                        | Side gradient well northeast of source area, horizontal extent of contamination. |
| MW-7S                         | New monitoring well, block northeast of intersection of Madison and Lawrence Streets.           | 60 ft.                        | Downgradient well north of source area, horizontal extent of contamination.      |

**Table 3-1 (continued)**  
**Capitol City Plume Site**  
**Montgomery, Montgomery County, Alabama**  
**Groundwater Sampling Locations and Rationale**

| Monitoring Well Number | Approximate Monitoring Well Location   | Approximate Well depth | Sample Purpose  |
|------------------------|--|------------------------|---|
| MW-7I                  | New monitoring well, block northeast of intersection of Madison and Lawrence Streets.          | 130 ft.                | Downgradient well north of source area, vertical extent of contamination          |
| MW-8S                  | New monitoring well, block northeast of intersection of Lawrence and Columbus Streets.         | 60 ft                  | Downgradient well north of source area, horizontal extent of contamination.       |
| MW-8I                  | New monitoring well, block northeast of intersection of Lawrence and Columbus Streets.         | 130 ft.                | Downgradient well north of source area, vertical extent of contamination.         |
| MW-9S                  | New monitoring well, parking lot northeast of intersection of Washington and Lawrence Streets. | 60 ft.                 | Side gradient well, southwest of source area, horizontal extent of contamination. |
| MW-10S                 | New monitoring well, parking lot northwest of intersection of Washington and Decatur Streets.  | 60 ft.                 | Upgradient well, southeast of source area, horizontal control.                    |
| MW-11S                 | New monitoring well, southeast of intersection Adams and Union Streets.                        | 60 ft.                 | Upgradient well, southeast of source area, horizontal control.                    |
| MW-11I                 | New monitoring well, southeast of intersection Adams and Union Streets.                        | 130 ft.                | Upgradient well, southeast of source area, vertical control.                      |
| PW-9W                  | Closed public water supply well  | 130 ft.                | Downgradient of source area, vertical extent of contamination                     |

Notes:

MW - monitoring well

PW - public water supply well

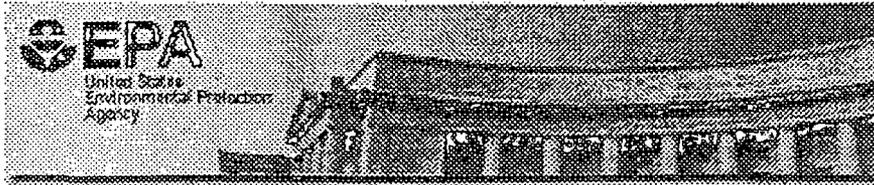
ft - feet

**Table 6-1**  
**Sample Containers, Preservatives, and Holding Times<sup>1</sup>**  
**Capitol City Plume RI/FS**  
**Montgomery, Montgomery County, Alabama**

| Matrix                 | Parameter                             | Method of Analysis  | Container  | Sample Preservation                                      | Maximum Holding Time <sup>2</sup> |                       |
|------------------------|---------------------------------------|---|--|--|-----------------------------------|-----------------------|
|                        |                                       |   |  |  | Extraction                        | Analysis              |
| Soil                   | Volatile Organics                     | Modified SW-846 Method 8260B                                | 2 x 5 gram EnCore™                                   | Ice to 4°C   | --                                | 48 Hours <sup>3</sup> |
|                        | Semivolatile Organics                 | Modified EPA Method 625                                     | 1 x 250 mL, G<br>Teflon-lined cap                    | Ice to 4°C   | 14 days                           | 40 days               |
|                        | Pesticides/PCBs                       | Modified EPA Method 608                                     | 1 x 250 mL, G<br>Teflon-lined cap                    | Ice to 4°C   | 14 days                           | 40 days               |
|                        | Metals<br>Cyanide                     | Modified EPA Method 200 Series<br>Modified EPA Method 335.4 | 1 x 250 mL, G<br>for both                            | Ice to 4°C   | --<br>--                          | 6 months<br>--        |
| Soil<br>(Other)        | Grain Size Distribution               | ASTM D 421 and 422  | TBD  | Ice to 4°C   | --                                | TBD                   |
|                        | Atterburg Limits                      | ASTM D 4318   | TBD  | Ice to 4°C   | --                                | TBD                   |
|                        | Moisture Content                      | ASTM D 2216   | TBD  | Ice to 4°C   | --                                | TBD                   |
|                        | Porosity                              | EM 1110-2-1906 App. 2                                       | TBD  | Ice to 4°C   |                                   |                       |
|                        | Bulk Density                          | EM 1110-2-1906 App. 2                                       | TBD  | Ice to 4°C   |                                   |                       |
|                        | Total Organic Carbon                  | SW-846 9060 (dry combustion)                                | TBD  | Ice to 4°C   | --                                | 28 days               |
| Groundwater<br>(CLP)   | Volatile Organics                     | Modified EPA Method 624                                     | 2 x 40 mL, G <sup>4</sup><br>Teflon-lined septum cap | Ice to 4°C<br>HCl to pH < 2<br>no headspace              | --                                | 14 days               |
|                        | Semivolatile Organics                 | Modified EPA Method 625                                     | 1 x 4L, AG<br>Teflon-lined cap                       | Ice to 4°C   | 7 days                            | 40 days               |
|                        | Pesticides/PCBs                       | Modified EPA Method 608                                     | for both   |  |                                   |                       |
|                        | Metals                                | Modified EPA Method 200 Series                              | 1 x 250 mL, P  | Ice to 4°C; 50% HNO <sub>3</sub> to pH < 2               | --                                | 6 months              |
|                        | Cyanide                               | Modified EPA Method 335.4                                   | 1 x 250 mL, P  | Ice to 4°C; NaOH to pH > 12                              | --                                | 14 days               |
| Groundwater<br>(Other) | Ammonia                               | MCAWW Method 350.1  | 1 x 500 mL, P  | Ice to 4°C, 10% H <sub>2</sub> SO <sub>4</sub> to pH < 2 | --                                | 28 days               |
|                        | DOC (filtered)/TOC                    | MCAWW Method 415.1  | 2 x 500 mL, P  | Ice to 4°C, 10% H <sub>2</sub> SO <sub>4</sub> to pH < 2 | --                                | 28 days               |
|                        | Methane/Ethane/Ethene                 | SESD Method   | 2 x 40 mL, G <sup>4</sup>                            | Ice to 4°C, 2 drops 1:1 HCl                              | --                                | 14 days               |
|                        | Chloride                              | MCAWW Method 325.3  | 1 x 500 mL, P  |  |                                   |                       |
|                        | Nitrate // Nitrite/Nitrate<br>Sulfate | MCAWW Methods: 352.1 // 353.2<br>MCAWW Method 375.4         | for<br>all   | Ice to 4°C   | --                                | 28 days               |
|                        | Total Alkalinity                      | MCAWW Method 310.1  | 1 x 1,000 mL, P                                      | Ice to 4°C   | --                                | 48 hours <sup>3</sup> |

**Notes:**

- 1 Sample containers, preservatives, and holding times were obtained from EISOPQAM and laboratory information.
  - 2 When only one holding time is given, it implies total holding time from sampling until analysis.
  - 3 The laboratory has 48 hours to preserve the samples, and then 12 days for analysis.
  - 4 Teflon-lined septa.
- G Glass.  
P Plastic.  
A Amber.



## Fact Sheet: Policy Toward Owners of Property Containing Contaminated Aquifers

### \*\*\*\*\* DISCLAIMER \*\*\*\*\*

The following electronic file contains the text of a policy issued by the U.S. Environmental Protection Agency (EPA). This file has been reformatted to make it available to you in electronic form. Formatting (margins, page numbering, etc.) may be different than the original hard copy to make the document more easily readable on your computer screen. Where graphics have been removed, the editor has noted it in the text. This electronic file is a courtesy copy of the official policy. If any discrepancies are found, the file copy (hard copy original) which resides at the U.S. EPA provides the official policy.

\*\*\*\*\*

NOVEMBER 1995

FACT SHEET

### POLICY TOWARD OWNERS OF PROPERTY CONTAINING CONTAMINATED AQUIFERS

This fact sheet summarizes a new EPA policy regarding groundwater contamination. The "Policy Toward Owners of Property Containing Contaminated Aquifers" was issued as part of EPA's Brownfields Economic Redevelopment Initiative which helps states, communities, and other stakeholders in economic redevelopment to work together in a timely manner to prevent, assess, safely clean up, and sustainably reuse brownfields. Brownfields are abandoned, idled, or under-used industrial and commercial facilities where expansion or redevelopment is complicated by real or perceived environmental contamination.

EPA issued this policy to help owners of property to which groundwater contamination has migrated or is likely to migrate from a source outside the property. This fact sheet is based on EPA's interpretation of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, commonly known as Superfund) and existing EPA guidance. Under the policy, EPA will not take action to compel such property owners to perform cleanups or to reimburse the agency for cleanup costs. EPA may also consider de minimis settlements with such owners if they are threatened with law suits by third parties.

### --- BACKGROUND ---

Approximately eighty-five percent of the sites listed on the National Priorities List involve some degree of groundwater contamination. The effects of such contamination are often widespread because of natural subsurface processes such as infiltration and groundwater flow. It is sometimes difficult to determine the source of groundwater contamination.

Under Section 107(a)(1) of CERCLA (also found at 42 United States Code Section 9607(a)(1)), any "owner" of contaminated property is normally liable regardless of fault. This section of CERCLA creates uncertainty about the liability of owners of land containing contaminated aquifers who did not cause the contamination. This uncertainty makes potential buyers and lenders hesitant to invest in property containing contaminated groundwater. The intent of the Contaminated Aquifer Policy is to lower the barriers to the transfer of property by reducing the uncertainty regarding future liability. It is EPA's hope that by clarifying its approach towards these landowners, third parties will act accordingly.

--- POLICY SUMMARY ---

EPA will exercise its enforcement discretion by not taking action against a property owner to require clean up or the payment of clean-up costs where: 1) hazardous substances have come to the property solely as the result of subsurface migration in an aquifer from a source outside the property, and 2) the landowner did not cause, contribute to, or aggravate the release or threat of release of any hazardous substances. Where a property owner is brought into third party litigation, EPA will consider entering a de minimis settlement.

--- ELEMENTS OF THE POLICY ---

There are three major issues which must be analyzed to determine whether a particular landowner will be protected from liability by this policy:

- the landowner's role in the contamination of the aquifer;
- the landowner's relationship to the person who contaminated the aquifer; and
- the existence of any groundwater wells on the landowner's property that affect the spread of contamination within the aquifer.

#### Landowner's Role in the Contamination of the Aquifer

A landowner seeking protection from liability under this policy must not have caused or contributed to the source of contamination. However, failure to take steps to mitigate or address groundwater contamination, such as conducting groundwater investigations or installing groundwater remediation systems, will not, in the absence of exceptional circumstances, preclude a landowner from the protection of this policy.

#### Landowner's Relationship to the Person Who Caused the Aquifer Contamination

First, this policy requires that the original contamination must not have been caused by an agent or employee of the landowner. Second, the property owner must not have a contractual relationship with the polluter. A contractual relationship includes a deed, land contract, or instrument transferring possession. Third, Superfund requires that the landowner inquire into the previous ownership and use of the land to minimize liability. Thus, if the landowner buys a property from the person who caused the original contamination after the contamination occurred, the policy will not apply if the landowner knew of the disposal of hazardous substances at the time the property was acquired. For example, where the property

at issue was originally part of a larger parcel owned by a person who caused the release and the property is subdivided and sold to the current owner, WHO IS AWARE OF THE POLLUTION AND THE SUBDIVISION, there may be a direct or indirect "contractual relationship" between the person that caused the release and the current landowner. In this instance, the owner would not be protected by the policy.

In contrast, land contracts or instruments transferring title are not considered contractual relationships under CERCLA if the land was acquired after the disposal of the hazardous substances and the current landowner did not know, and had no reason to know, that any hazardous substance had migrated into the land.

The Presence of a Groundwater Well on the Landowner's Property and its Effects on the Spread of Contamination in the Aquifer

Since a groundwater well may affect the migration of contamination in an aquifer, EPA's policy requires a fact-specific analysis of the circumstances, including, but not limited to, the impact of the well and/or the owner's use of it on the spread or containment of the contamination in the aquifer.

--- COMMON QUESTIONS REGARDING APPLICATION OF THE POLICY ---

"If a prospective buyer knows of aquifer contamination on a piece of property at the time of purchase, is he or she automatically liable for clean-up costs?"

No. In such a case the buyer's liability depends on the seller's involvement in the aquifer contamination. If the seller would have qualified for protection under this policy, the buyer will be protected. For example, if the seller of the property was a landowner who bought the property without knowledge, did not contribute to the contamination of the aquifer and had no contractual relationship with the polluter, then the buyer may take advantage of this policy, despite knowledge of the aquifer contamination.

In contrast, if the seller has a contractual relationship with the polluter and the buyer knows of the contamination, then this policy will not protect the buyer.

"If an original parcel of property contains one section which has been contaminated by the seller and another uncontaminated section which is threatened with contamination migrating through the aquifer, can a buyer be protected under the policy if he or she buys the threatened section of the property?"

The purchase of the threatened parcel separate from the contaminated parcel establishes a contractual relationship between the buyer and the person responsible for the threat. This policy will not protect such a buyer unless the buyer can establish that he or she did not know of the pollution at the time of the purchase and had no reason to know of the pollution. To establish such lack of knowledge the buyer must prove that at the time he acquired the property he inquired into the previous ownership and uses of the property.

--- PROTECTION FROM THIRD PARTY LAW SUITS ---

Finally, EPA will consider de minimis settlements with

landowners who meet the requirements of this policy if a landowner has been sued or is threatened with third-party suits. A de minimis settlement is an agreement between the EPA and a landowner who may be liable for clean up of a small portion of the hazardous waste at a particular site. To be eligible for such a settlement, the landowner must not have handled the hazardous waste and must not have contributed to its release or the threat of its release. Once the EPA enters into a de minimis settlement with a landowner, third parties may not sue that landowner for the costs of clean-up operations.

Whether or not the Agency issues a de minimis settlement, EPA may seek the landowner's full cooperation (including access to the property) in evaluating and implementing cleanup at the site.

--- FOR FURTHER INFORMATION ---

This policy was issued on May 24, 1995 and published in the Federal Register on July 3, 1995 (volume 60, page 34790). You may order a copy of the policy from the National Technical Information Service (NTIS), U.S. Department of Commerce, 5825 Port Royal Rd., Springfield, VA 22161.

Orders must reference NTIS accession number PB96-109145.

For telephone orders or further information on placing an order, call NTIS at (703)487-4650 for regular service, or (800)553-NTIS for rush service.

For orders via e-mail/Internet, send to the following address:  
orders@ntis.fedworld.gov

For more information about the Contaminated Aquifer Policy, call Ellen Kandell at (703)603-8996.

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[Return](#) to the top of this document.

[Return to OSRE Home Page](#)

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*Last Updated: January 7, 2000*

URL: <http://es.epa.gov/oeca/osre/951100.html>



## U. S. Environmental Protection Agency, Region 4 Community Meeting

Thursday, February 10, 2000

7:30 a.m. or 4:30 p.m.

Holiday Inn (Downtown)

120 Madison Avenue, Montgomery

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### AGENDA

1. **Introduction and Overview**
  - ◆ Mary Wenska, EPA Contractor (Black & Veatch), Director of Community Relations
2. **Remedial Investigation Activities**
  - ◆ Humberto Guzman, EPA Region 4, Regional Project Manager

---

#### *Information Repository*

A file containing technical reports and reference documents regarding a CERCLA site. The information repository is usually in a public building, such as a public school, city hall, or library, that is conveniently located for community residents. As the site proceeds through the CERCLA remedial process, the file at the information repository may be updated.

#### **Location of Information Repository and Administrative Record**

Main Branch Library  
245 High Street  
Montgomery, Alabama 36104  
334-240-4999 (Fax) 334-240-4980

Hours of Operation:  
Monday through Thursday, 9:00 a.m. to 9:00 p.m.  
Friday and Saturday, 9:00 a.m. to 6:00 p.m.  
Sunday, 1:00 to 6:00 p.m.

Contact: Tommy Anderson, Head Librarian

Note: A copy of the administrative record is also kept at the EPA Region 4 office in Atlanta, Georgia. Contact information follows:

U.S. Environmental Protection Agency  
Region 4  
Atlanta Federal Center  
100 Alabama Street, S. W.  
Atlanta, Georgia 30303

Toll-Free: 1-800-435-9234

Contact: Humberto Guzman, Remedial Project Manager  
email: [guzman.humberto@epa.gov](mailto:guzman.humberto@epa.gov)

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# United States Environmental Protection Agency

Region 4, Atlanta, Georgia



## Capitol City Plume Site Montgomery, Montgomery County, Alabama

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February 2000

Community Newsletter

Vol.1

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### **EPA Investigates Downtown Area**

The U.S. Environmental Protection Agency (EPA) is conducting a remedial investigation in downtown Montgomery, in an area named the Capitol City Plume Site. The site covers an area from Alabama Street (south) to Pollard Street (north) and Court Street (west) to Union Street (east).

EPA is investigating the site because tetrachloroethylene (PCE) and benzene, toluene, ethylbenzene and xylene (BTEX) were discovered several years ago in City groundwater and in one municipal well. The well was taken out of service to protect the quality of the City's drinking water system.

PCE and BTEX are chemicals often used by dry cleaners, automobile service stations, and print shops. EPA's investigation will provide information about the extent of PCE and BTEX in the groundwater and possible sources of these chemicals.

During the investigation, EPA will install monitoring wells on the site and collect groundwater and soil samples. Samples will be analyzed, and the results will be evaluated. EPA will prepare a report later this year that presents investigation results.

### **EPA Community Meeting**

EPA will hold a community meeting on Thursday, February 10, 2000, to explain the upcoming investigation to interested citizens and to answer questions about the site. Meeting details provided at the bottom of this sheet.

### **Site History**

In 1993, soil containing PCE was excavated during construction of the Retirement Systems of Alabama (RSA) Tower. The soil was removed and disposed of properly. The discovery of the PCE in the soil prompted the Alabama Department of Environmental Management (ADEM) to conduct a preliminary assessment of the area near the RSA Tower, in accordance to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), a federal law governing environmental protection. The preliminary assessment performed by ADEM concluded that groundwater was contaminated with PCE and BTEX.

In 1996, ADEM performed a site investigation, to assess the threat to human health and the environment. ADEM concluded that the site could pose a serious threat to much of Montgomery's north and west well fields. These well fields provide approximately 34 percent of Montgomery's water supply. ADEM recommended that the EPA evaluate the site further under CERCLA.

In 1999, the Montgomery Water Works and Sanitary Sewer Board conducted its own investigation of the groundwater in the downtown area and found similar contamination.

### **EPA Point of Contact**

Humberto Guzman, Remedial Project Manager  
EPA Region 4, 61 Forsyth Street, SW  
Atlanta, GA 30303  
404-562-8942 or Toll Free 1-800-435-9234  
email: [guzman.humberto@epa.gov](mailto:guzman.humberto@epa.gov)

---

## **Community Meeting**

Thursday, February 10, 2000  
Holiday Inn (Downtown)  
120 Madison St., Montgomery  
7:30 a.m. or 4:30 p.m.

Everyone welcome; please come to the meeting that best fits your schedule.

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United States Environmental Protection Agency  
Region 4, Atlanta, Georgia



Capitol City Plume Site  
Montgomery, Montgomery County, Alabama

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April 2000

Community Newsletter

Vol.3

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### EPA Investigates Downtown Area

The U.S. Environmental Protection Agency (EPA) is conducting a remedial investigation in downtown Montgomery, in an area named the Capitol City Plume site. The site covers an area from Alabama Street (south) to Pollard Street (north) and Court Street (west) to Union Street (east).

EPA is investigating the site because tetrachloroethylene (PCE) and benzene, toluene, ethylbenzene and xylene (BTEX) were discovered several years ago in City groundwater and in two municipal wells. The wells were taken out of service to protect the quality of the City's drinking water system.

PCE and BTEX are chemicals often used by dry cleaners, automobile service stations, and print shops. EPA's investigation will provide information about the extent of PCE and BTEX in the groundwater and possible sources of these chemicals.

During the investigation, EPA will install monitoring wells on the site and collect groundwater and soil samples. Samples will be analyzed, and the results will be evaluated. EPA will prepare a report later this year that presents investigation results.

### Site History

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assessment of the area near the RSA Tower, in accordance to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), a federal law governing environmental protection. The preliminary assessment performed by ADEM concluded that groundwater was contaminated with PCE and BTEX.

In 1996, ADEM performed a site investigation, to assess the threat to human health and the environment. In 1999, ADEM recommended that the EPA evaluate the site further under CERCLA.

Also in 1999, the Montgomery Water Works and Sanitary Sewer Board conducted its own investigation of the groundwater in the downtown area and found similar contamination.

February 10, 2000, EPA held a community meeting to explain the upcoming investigation to interested citizens and to answer questions about the site.

### EPA Point of Contact

Humberto Guzman, Remedial Project  
Manager  
EPA Region 4, 61 Forsyth Street, SW  
Atlanta, GA 30303  
404-562-8942 or Toll Free 1-800-435-9234  
email: [guzman.humberto@epa.gov](mailto:guzman.humberto@epa.gov)

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### Information Repository

Main Branch Library  
245 High Street  
Montgomery

The Capitol City Plume site information repository contains technical reports and reference documents about the CERCLA process and the site. EPA invites citizens to review these documents to get more information about the Capitol City Plume site.

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United States Environmental Protection Agency  
Region 4, Atlanta, Georgia



Capitol City Plume Site  
Montgomery, Montgomery County, Alabama

November 2000

Community Newsletter

Vol.4

### EPA Investigates Downtown Area

The U.S. Environmental Protection Agency (EPA) is conducting a remedial investigation in downtown Montgomery, in an area named the Capitol City Plume site. The site covers an area from Alabama Street (south) to Pollard Street (north) and Court Street (west) to Union Street (east).

EPA is investigating the site because tetrachloroethylene (PCE) and benzene, toluene, ethylbenzene and xylene (BTEX) were discovered several years ago in City groundwater and in two municipal wells. The wells were taken out of service to protect the quality of the City's drinking water system.

PCE and BTEX are chemicals often used by dry cleaners, automobile service stations, and print shops. EPA's investigation will provide information about the extent of PCE and BTEX in the groundwater and possible sources of these chemicals.

EPA has installed monitoring wells on the site and has collected groundwater and soil samples. The samples were analyzed, and the results show that more investigation is needed. The preliminary results will be presented at a public meeting on November 14, 2000, at Troy State University - Montgomery. EPA has also prepared a Data Evaluation Report that summarizes the preliminary investigation results. The public is welcome to review this report at the City's Main Branch Library.

## You Are Invited!

### Public Meeting

Tuesday  
November 14, 2000

5:00 p.m.

Troy State University Montgomery  
231 Montgomery Street  
in the Gold Room

### EPA Point of Contact

Humberto Guzman, Remedial Project Manager  
EPA Region 4, 61 Forsyth Street, SW  
Atlanta, GA 30303  
404-562-8942 or Toll Free 1-800-435-9234  
email: [guzman.humberto@epa.gov](mailto:guzman.humberto@epa.gov)

### Information Repository

Main Branch Library  
245 High Street  
Montgomery

The Capitol City Plume site information repository contains technical reports and reference documents about the CERCLA process and the site. EPA invites citizens to review these documents to get more information about the Capitol City Plume site.



**Community Meeting  
for the  
Capitol City Plume Site**

Presented by the

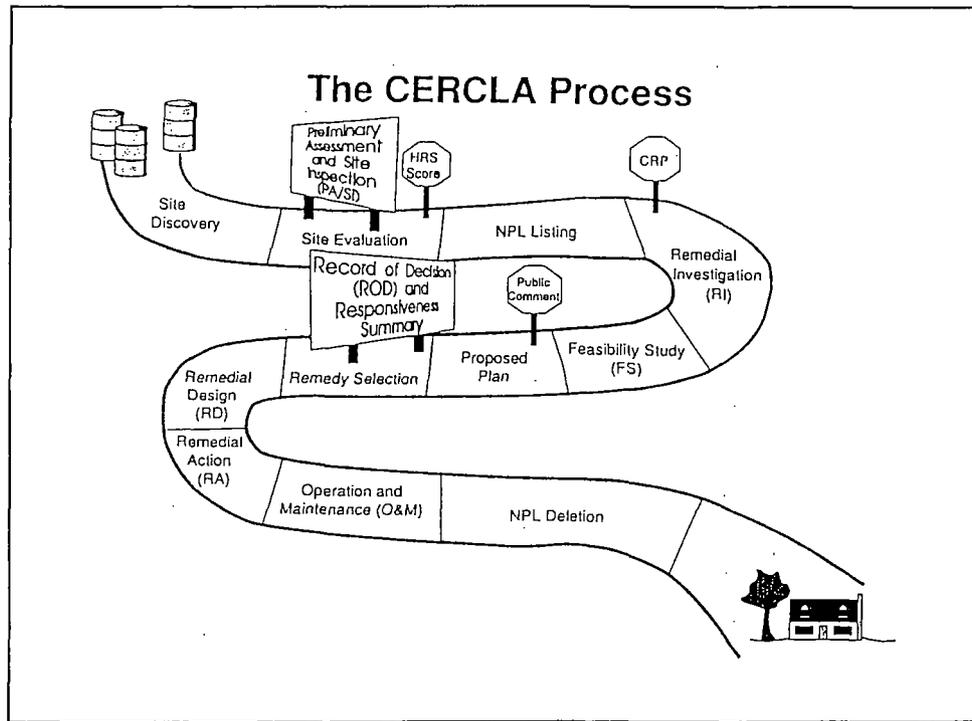
**U.S. Environmental Protection Agency,  
Region 4**

February 10, 2000

**Meeting Agenda**

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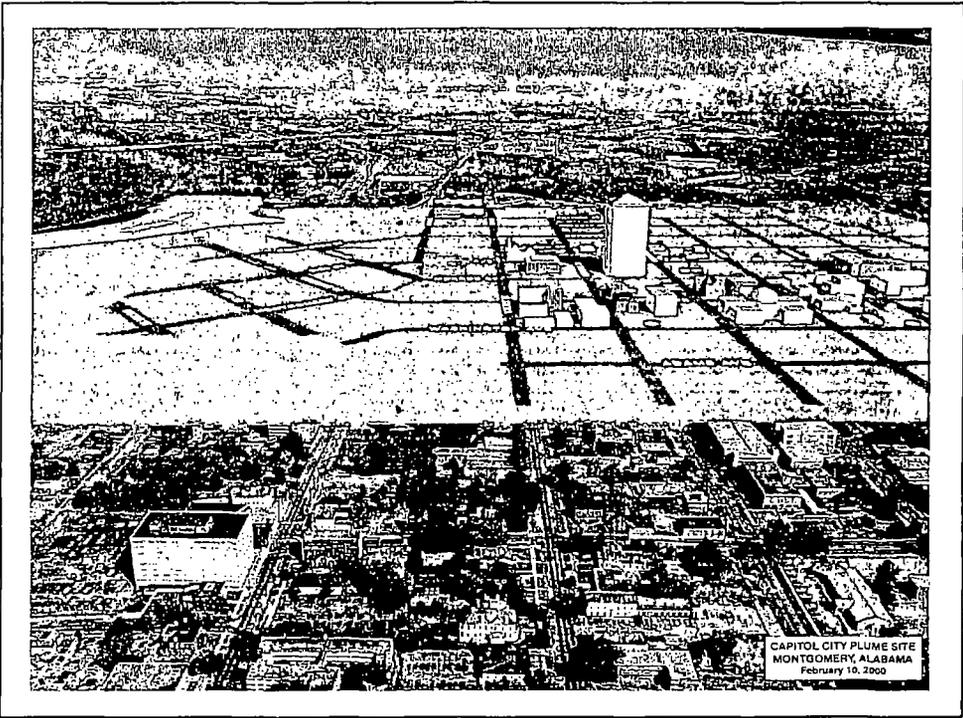
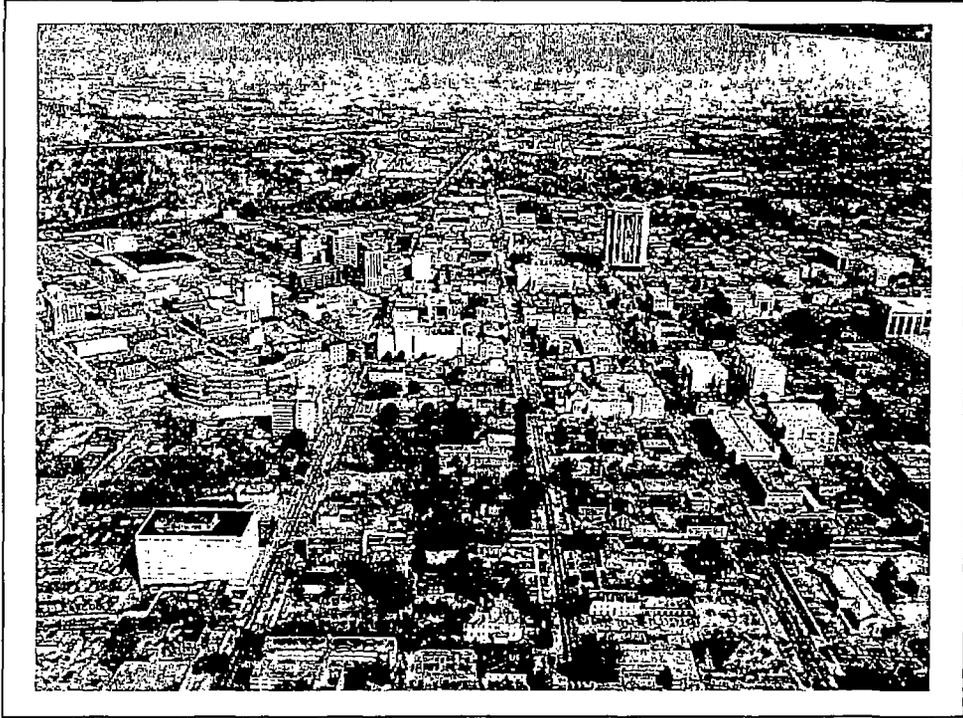
- **Welcome and Introductions**
- **CERCLA Process**
- **Remedial Investigation Activities**
- **Questions and Answers**

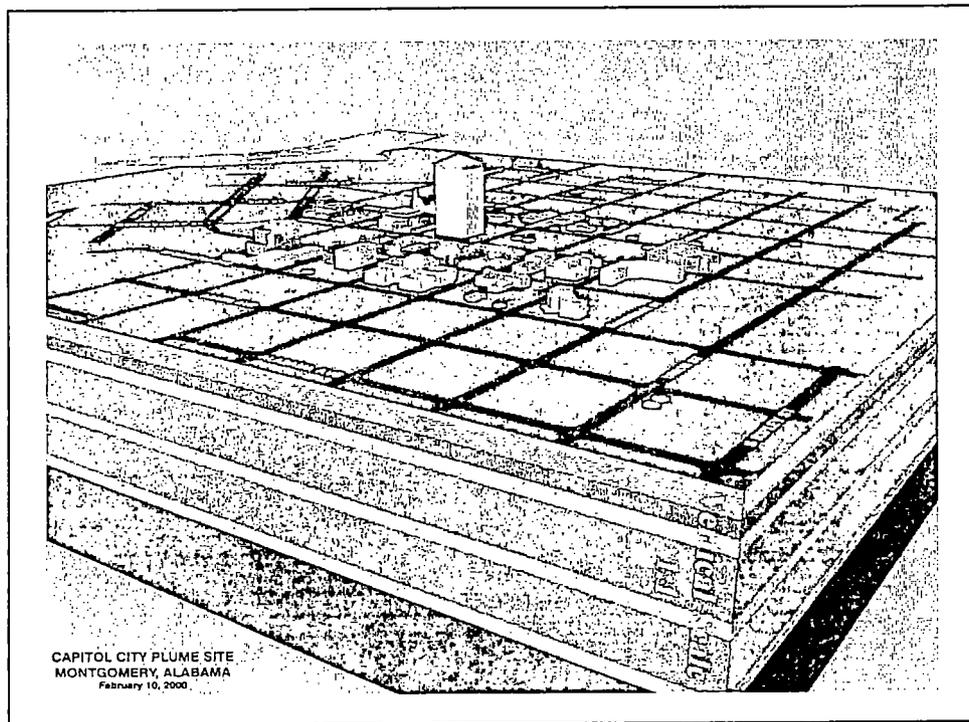
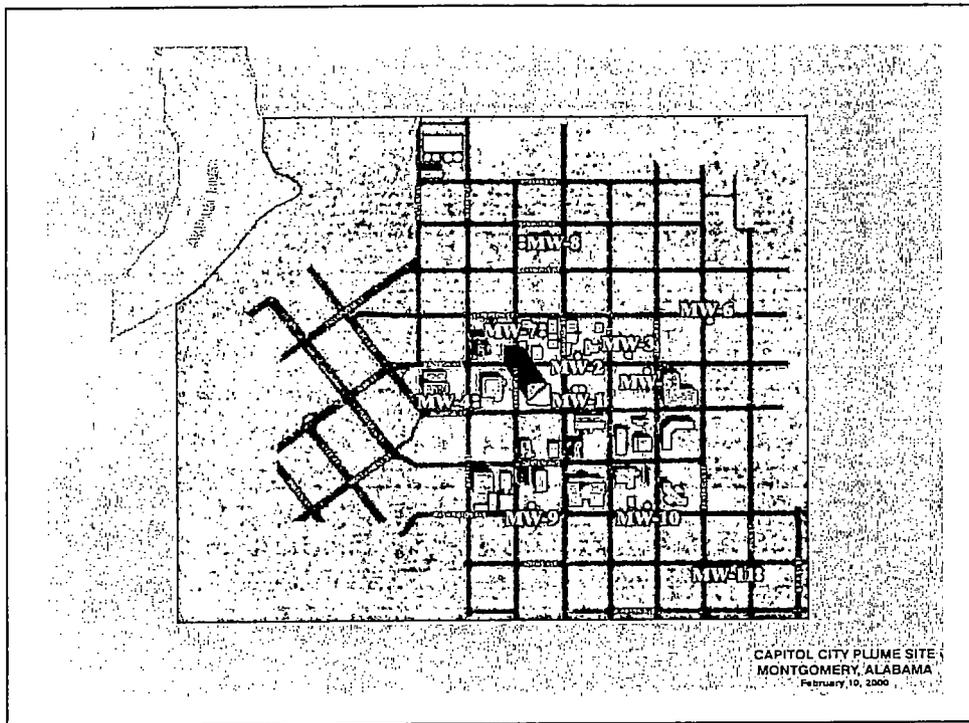


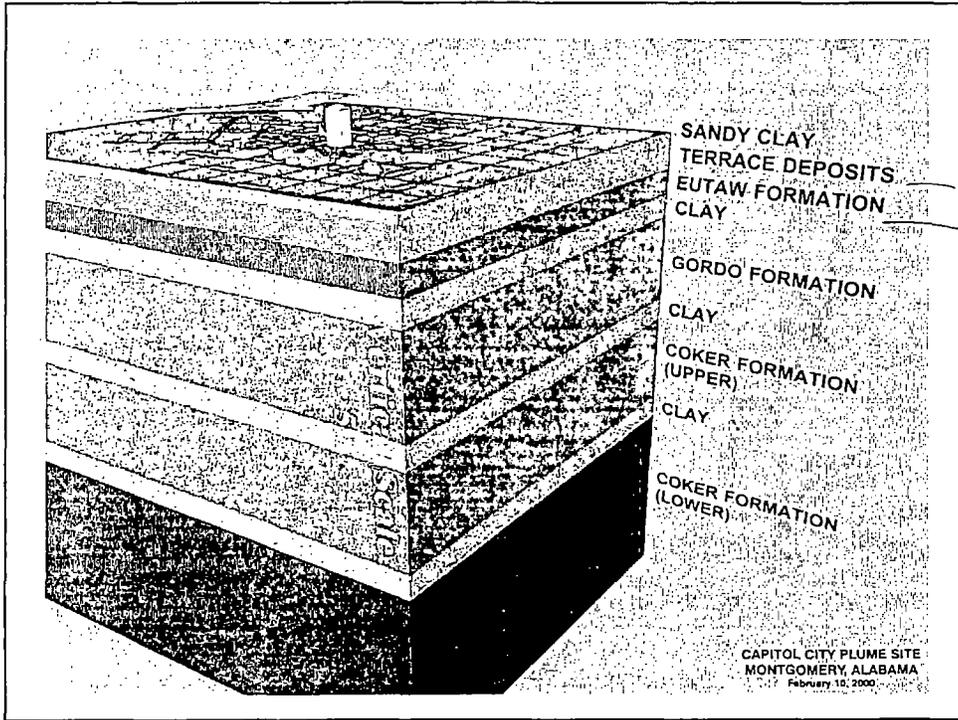
### Remedial Investigation Activities

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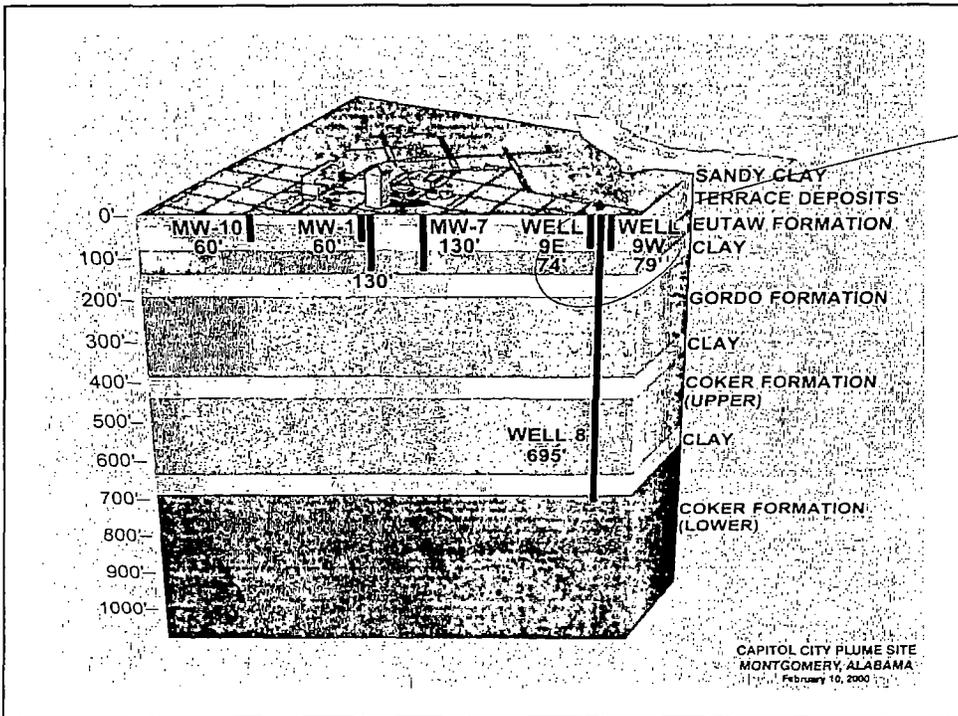
- **Monitoring Well Installation**
- **Sampling and Analyses**
- **Investigation Report**







*contamination  
 may or may not  
 be down to  
 Eutaw level*



*city well*

## **Sources for More Information**

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- **Site Information Repository**
  - Main Branch Library, 245 High Street,  
Downtown Montgomery
- **EPA Web Page/Toll-Free Number**
  - [www.epa.gov/region4](http://www.epa.gov/region4)
  - 1-800-435-9234 (in Atlanta)
- **EPA Point of Contact**
  - Humberto Guzman  
Remedial Project Manager, (404) 562-8942;  
email: [guzman.humberto@epa.gov](mailto:guzman.humberto@epa.gov)



**Public Issues Forum Presentation**

**Capitol City Plume Site**

Presented by the

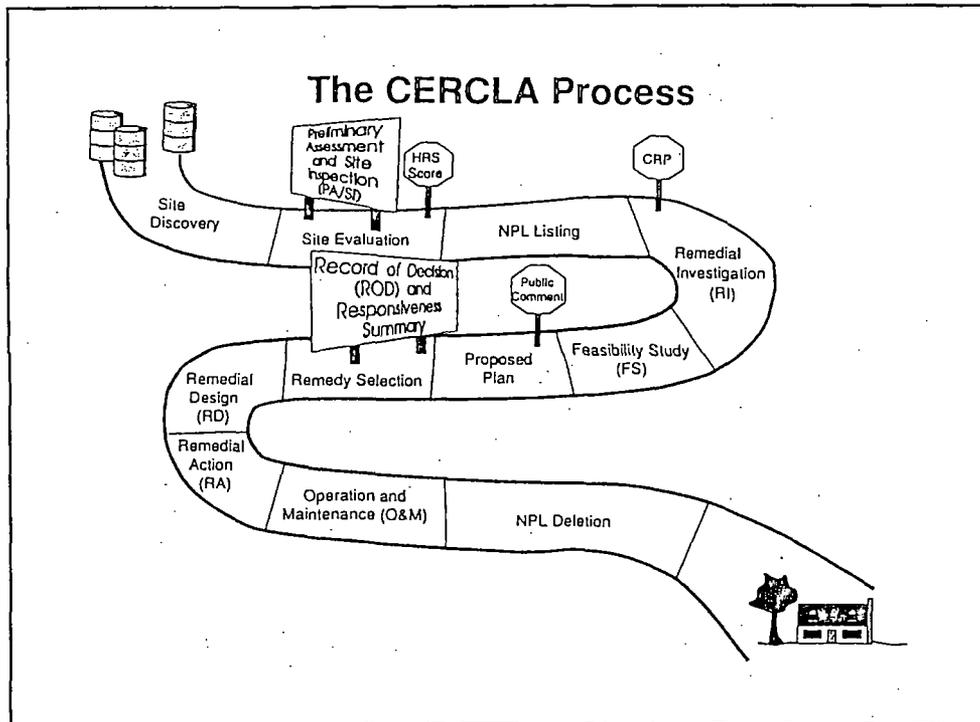
**U.S. Environmental Protection Agency,  
Region 4**

**April 5, 2000**

**Presentation Agenda**

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- **CERCLA Process and Community Involvement**
- **Site Background Information**
- **Remedial Investigation Activities**
- **Questions and Answers**



### Site Background Information

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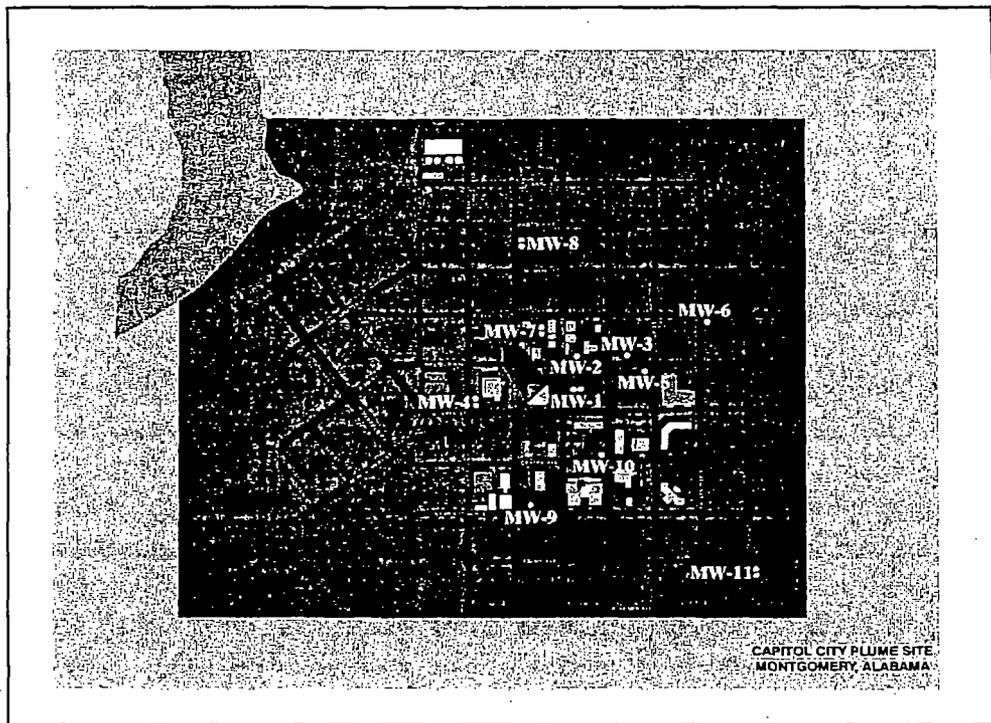
- 1993--PCE contaminated soil discovered during construction of RSA Tower
- 1995--ADEM conducts Preliminary Assessment
- 1996--ADEM conducts Site Investigation includes groundwater contaminated with PCE and BTEX compounds

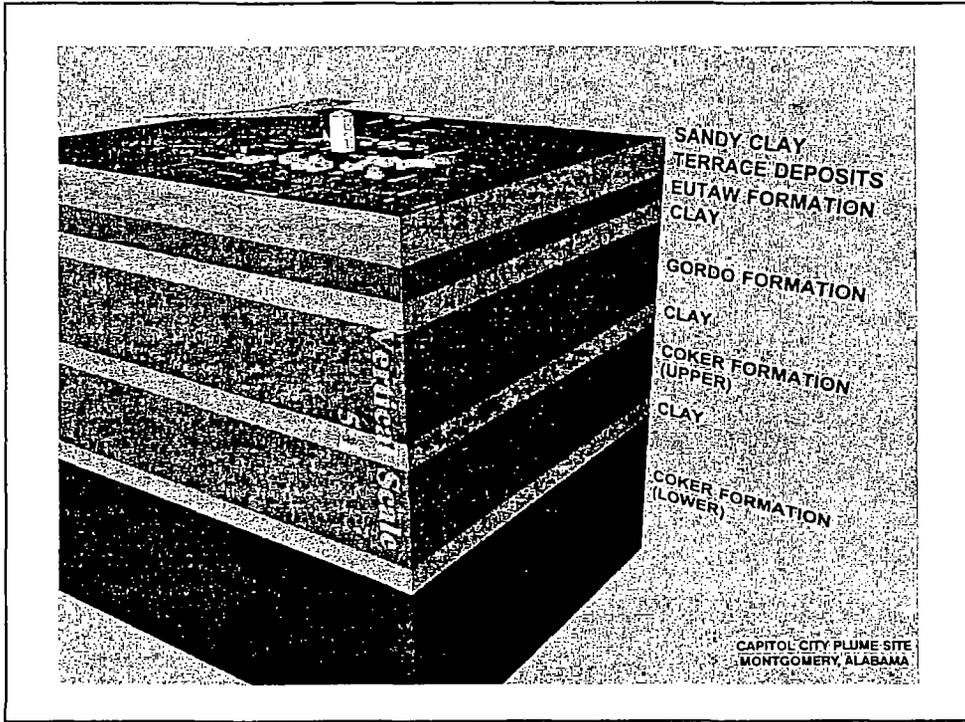
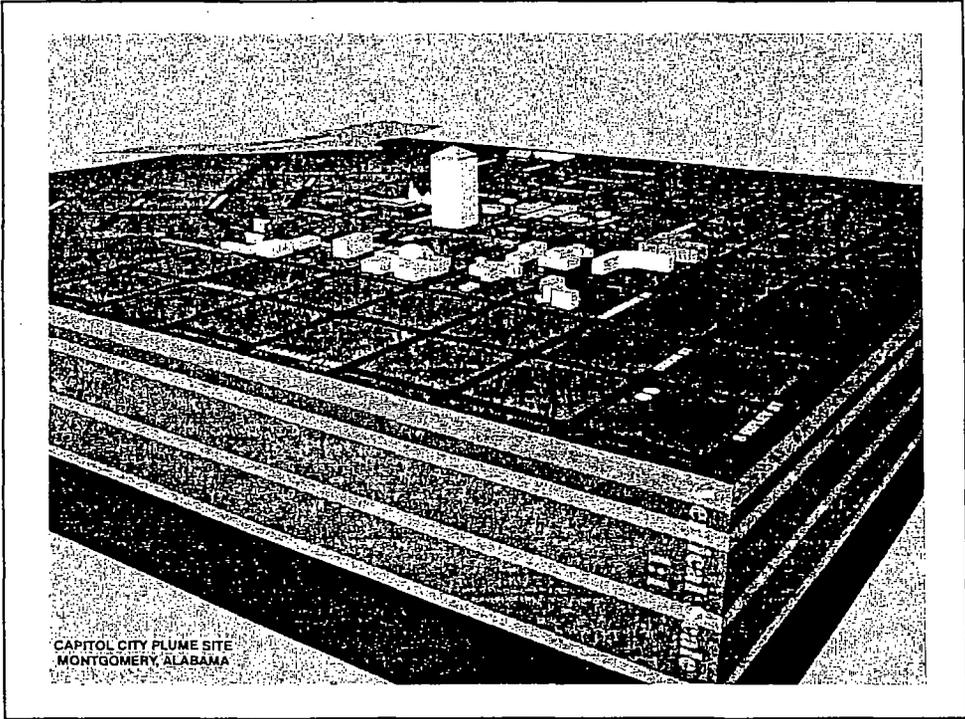
## **Remedial Investigation Activities**

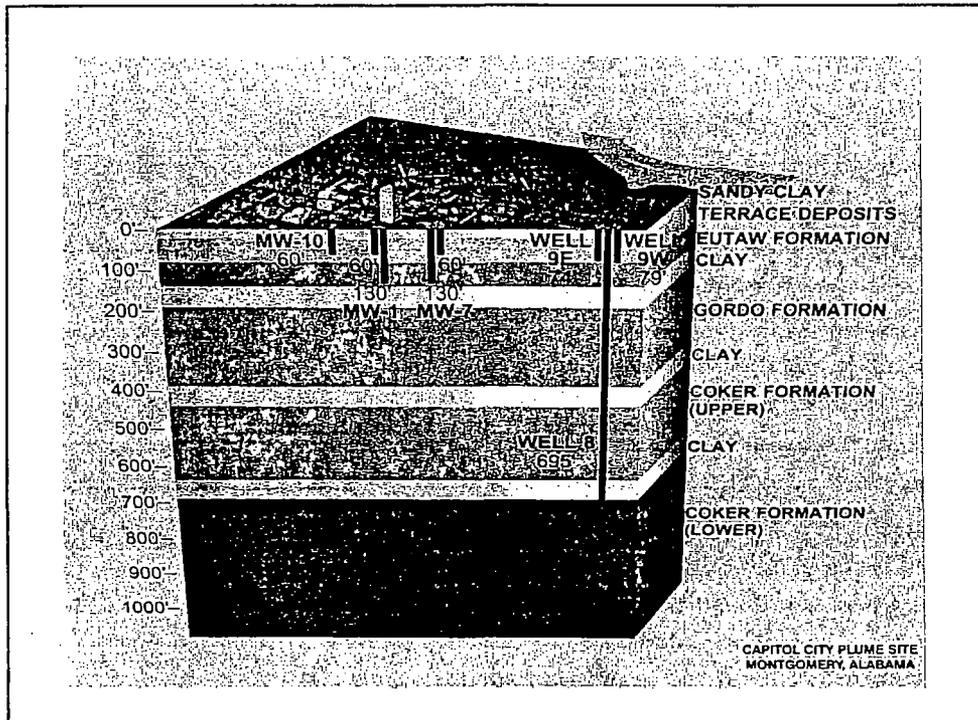
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- **Monitoring Well Installation**
- **Sampling and Analyses**
- **Investigation Report**









### Sources for More Information

- **Site Information Repository**
  - Main Branch Library, 245 High Street,  
Downtown Montgomery
- **EPA Web Page/Toll-Free Number**
  - [www.epa.gov/region4](http://www.epa.gov/region4)
  - 1-800-435-9234 (in Atlanta)
- **EPA Point of Contact**
  - Humberto Guzman  
Remedial Project Manager, (404) 562-8942;  
email: [guzman.humberto@epa.gov](mailto:guzman.humberto@epa.gov)



## **Capitol City Plume Site**

### **Preliminary Remedial Investigation Results Public Meeting**

**November 14, 2000**

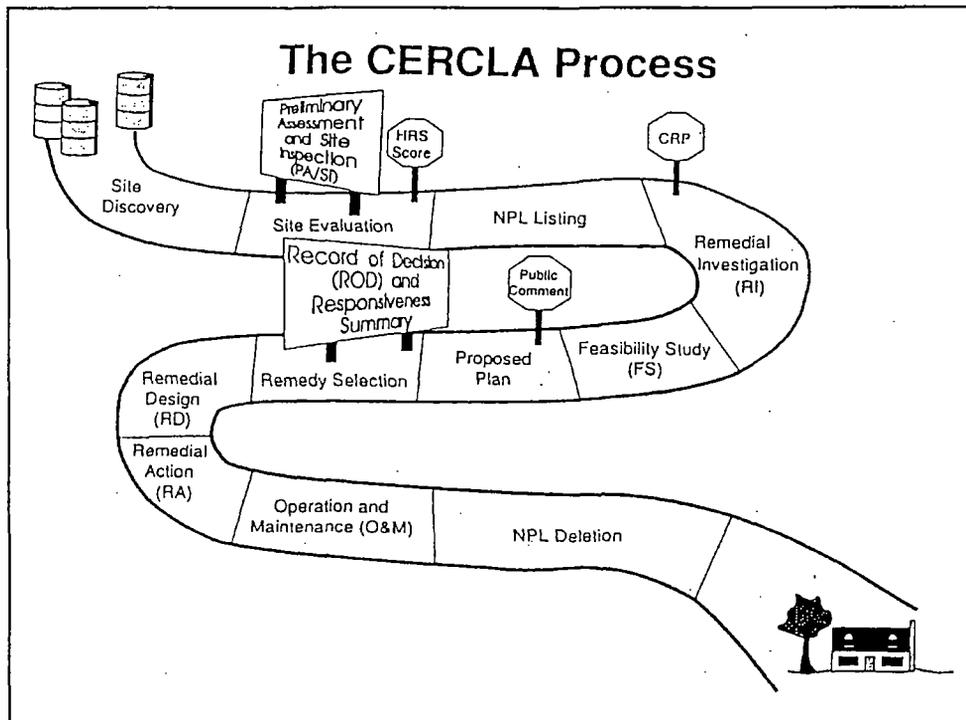
#### **Meeting Agenda**

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- **CERCLA Process**
- **Site Background**
- **Remedial Investigation Activities**
- **Preliminary Investigation Results**
- **Upcoming Activities**

# CERCLA Process

**CERCLA: Comprehensive Environmental Response, Compensation, and Liability Act--the federal law governing the Capitol City Plume site remedial investigation.**



## **Site Background**

### **Site Background**

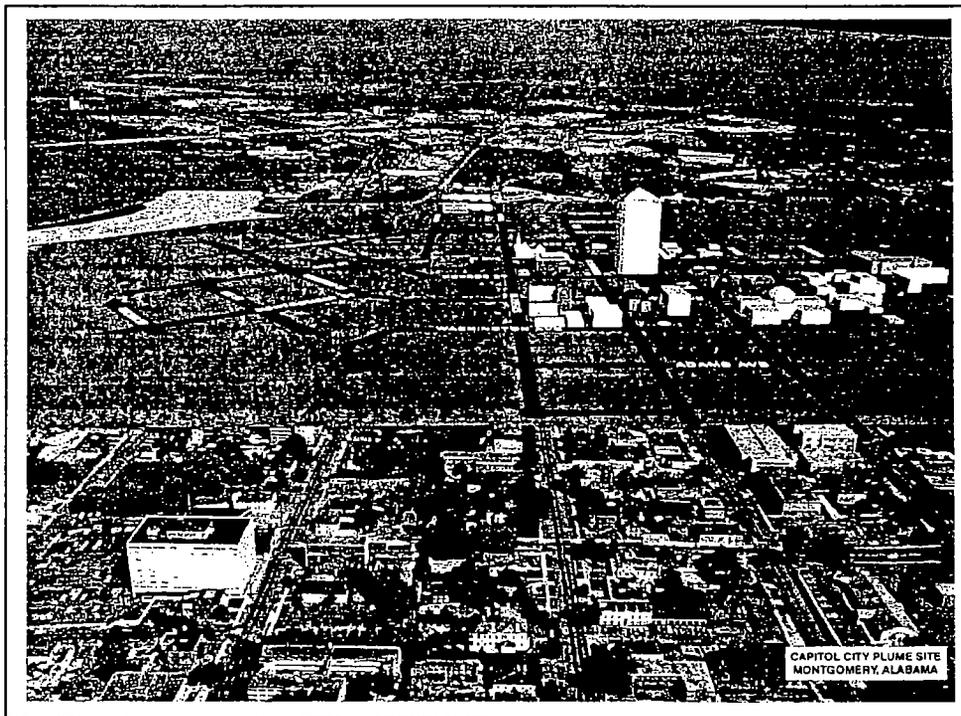
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- **1993--PCE contaminated soil discovered during construction of RSA Tower**
- **1995--ADEM conducts Preliminary Assessment**
- **1996--ADEM conducts Site Investigation; concludes groundwater contaminated with PCE and BTEX compounds**

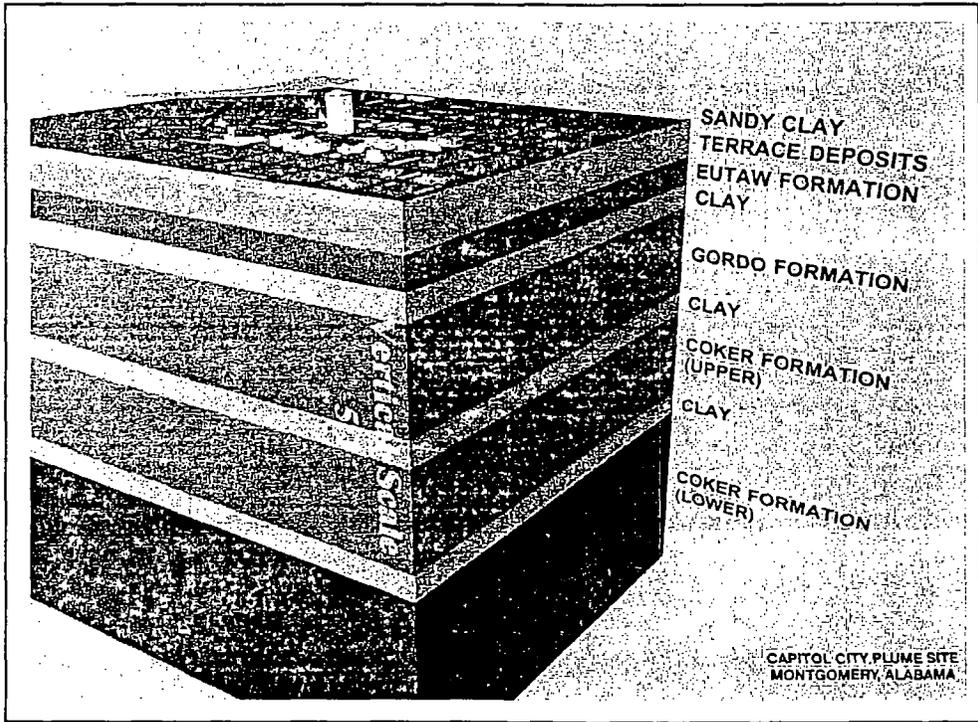
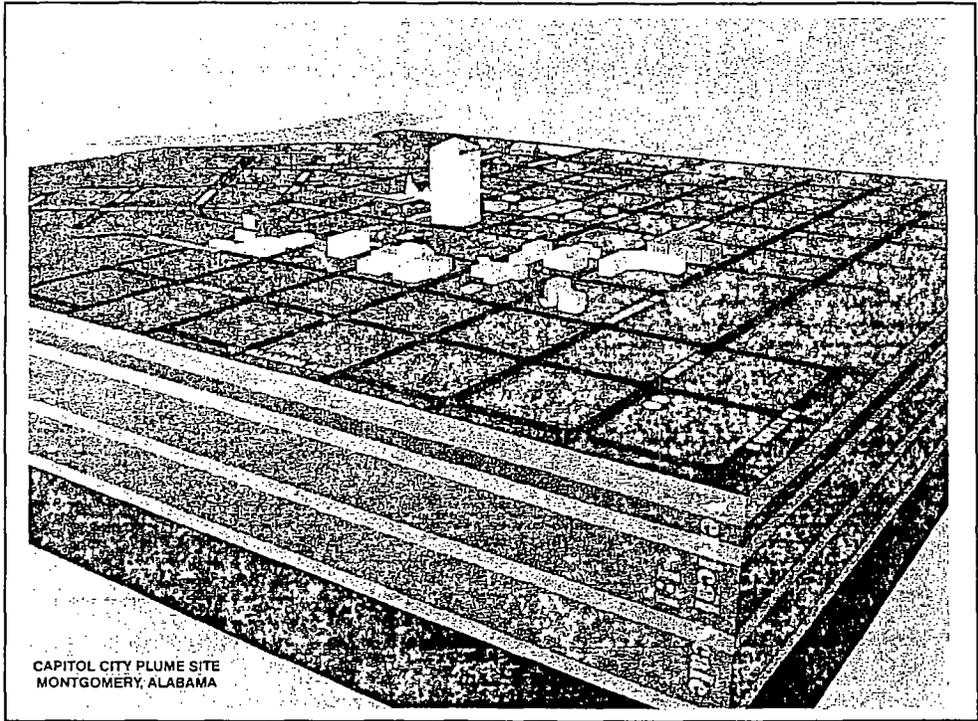
# **Remedial Investigation Activities**

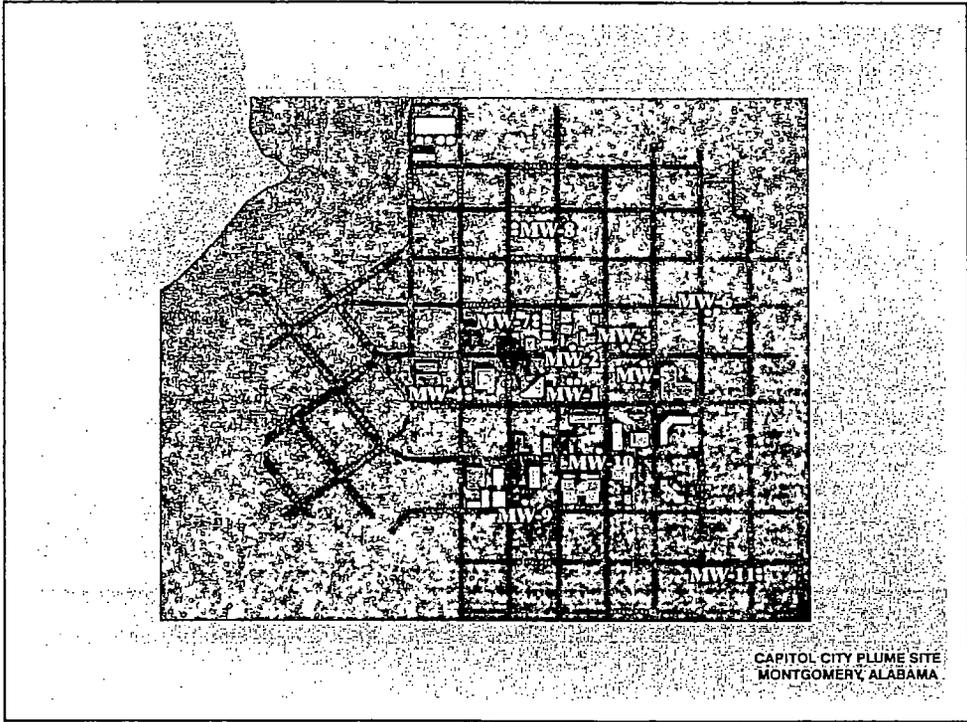
## **Remedial Investigation Activities**

- **Monitoring Well Installation**
- **Sampling and Analyses**
- **Investigation Report**

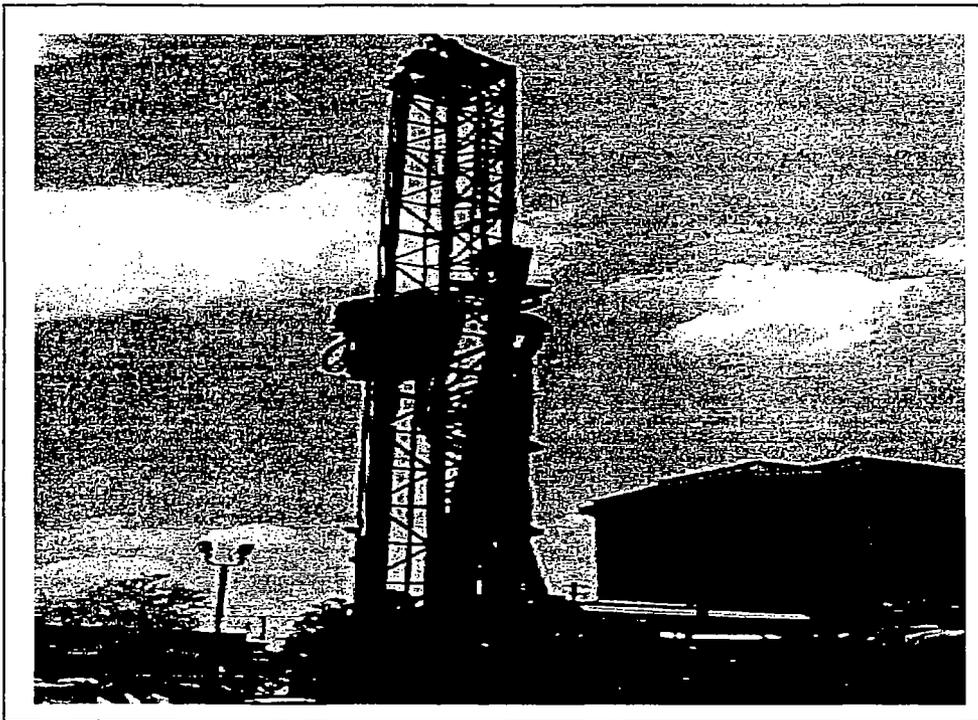
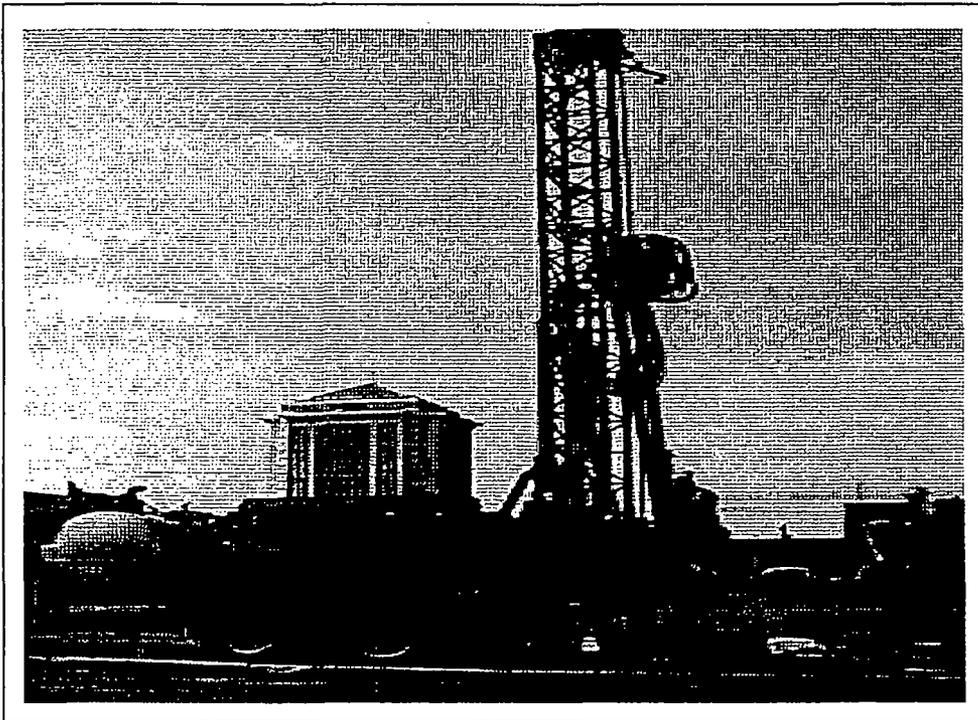


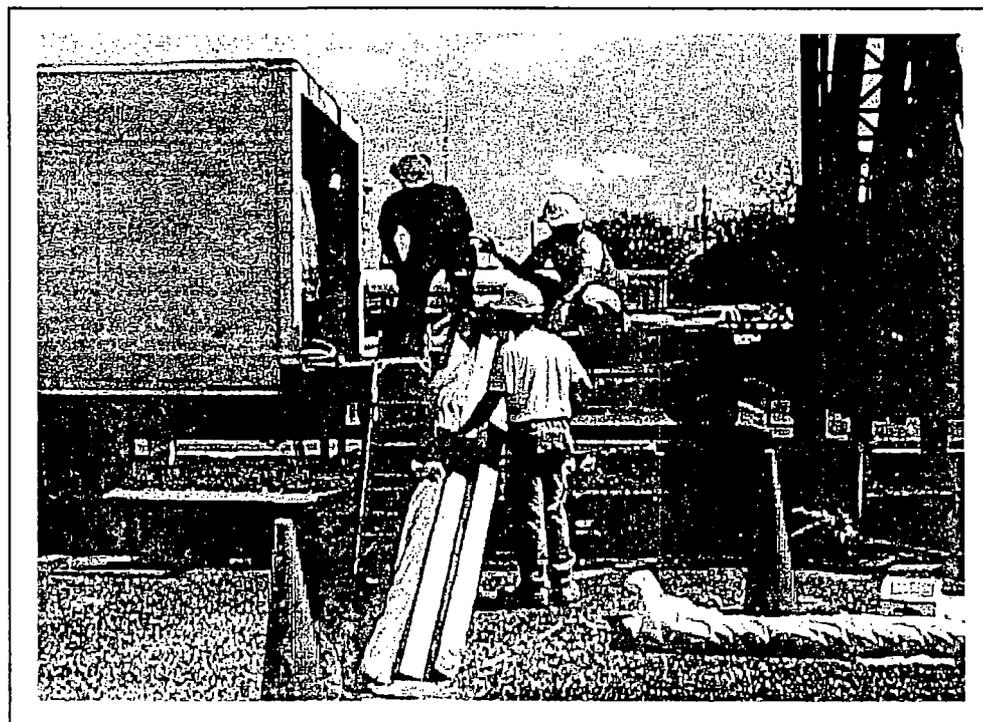
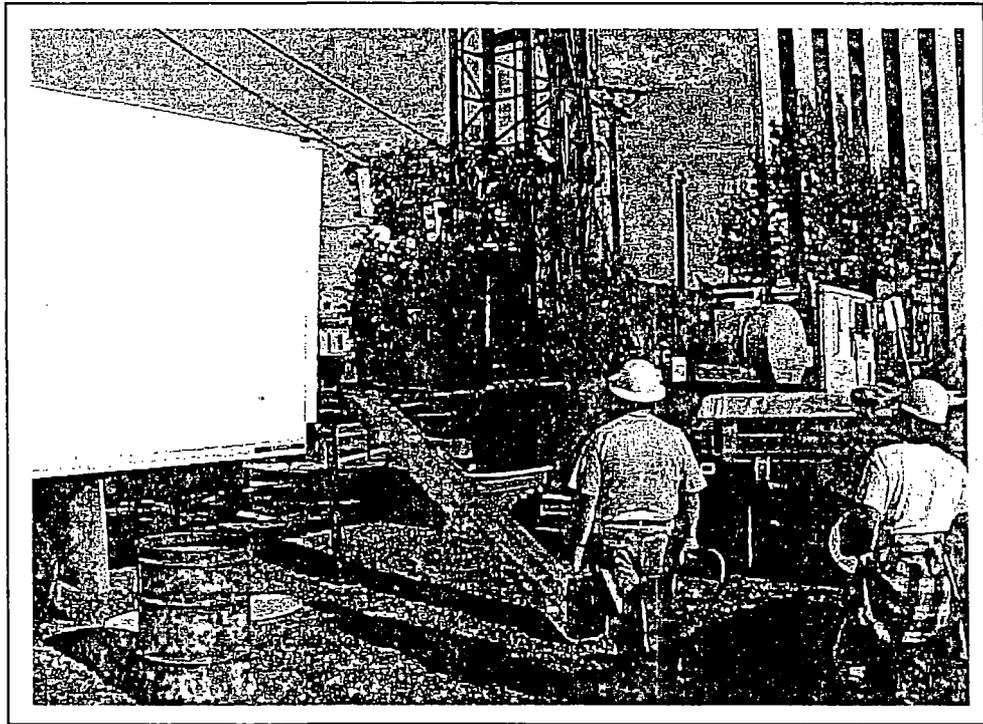
CAPITOL CITY PLUME SITE  
MONTGOMERY, ALABAMA



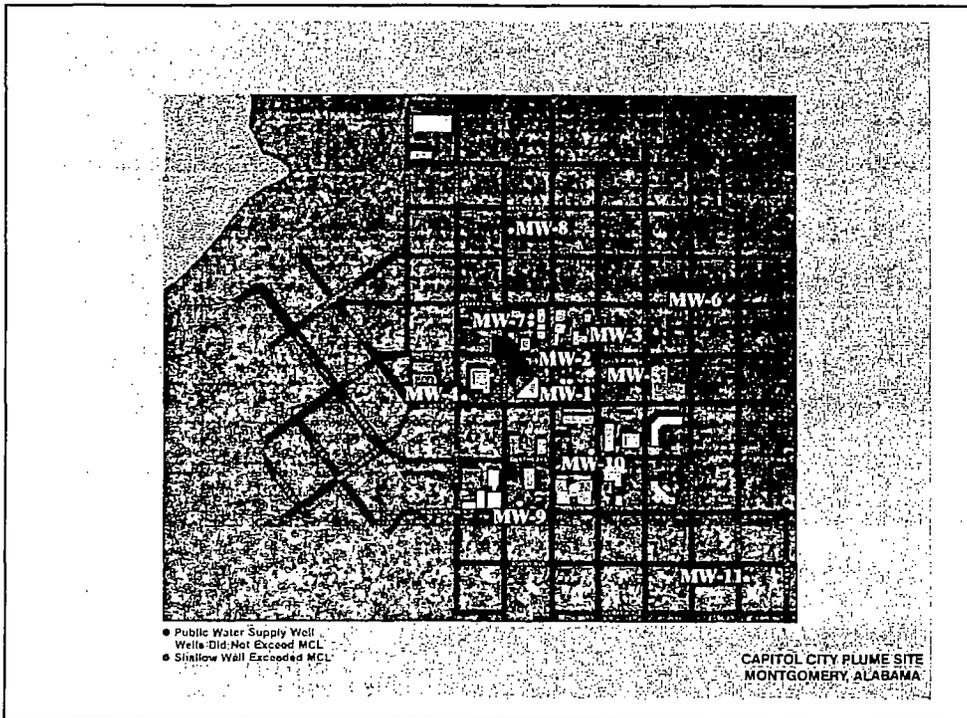
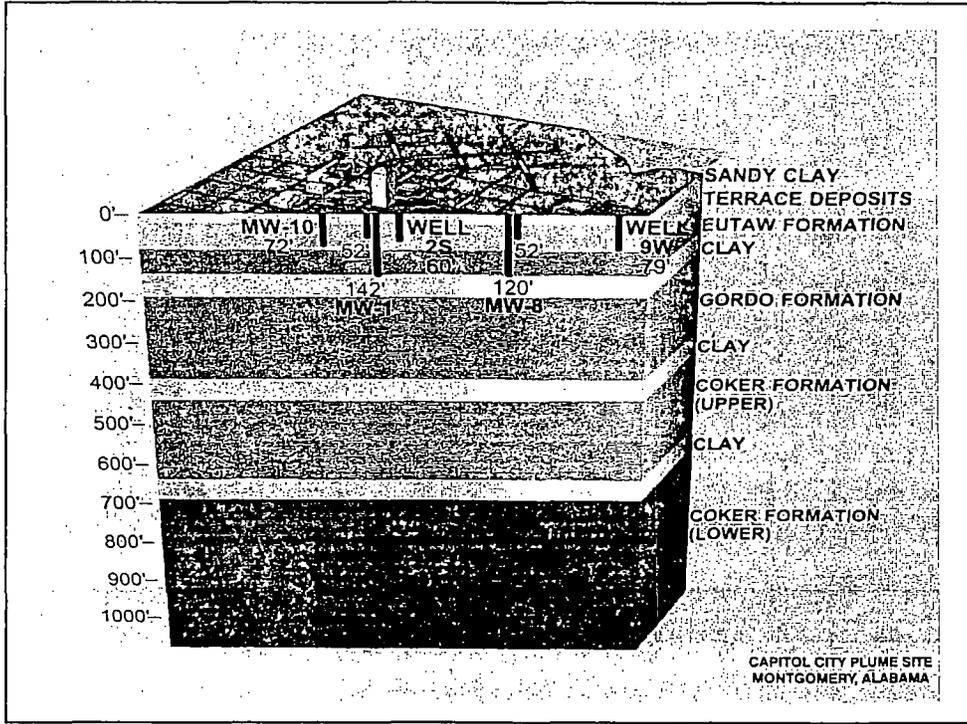


# Preliminary Investigation Results

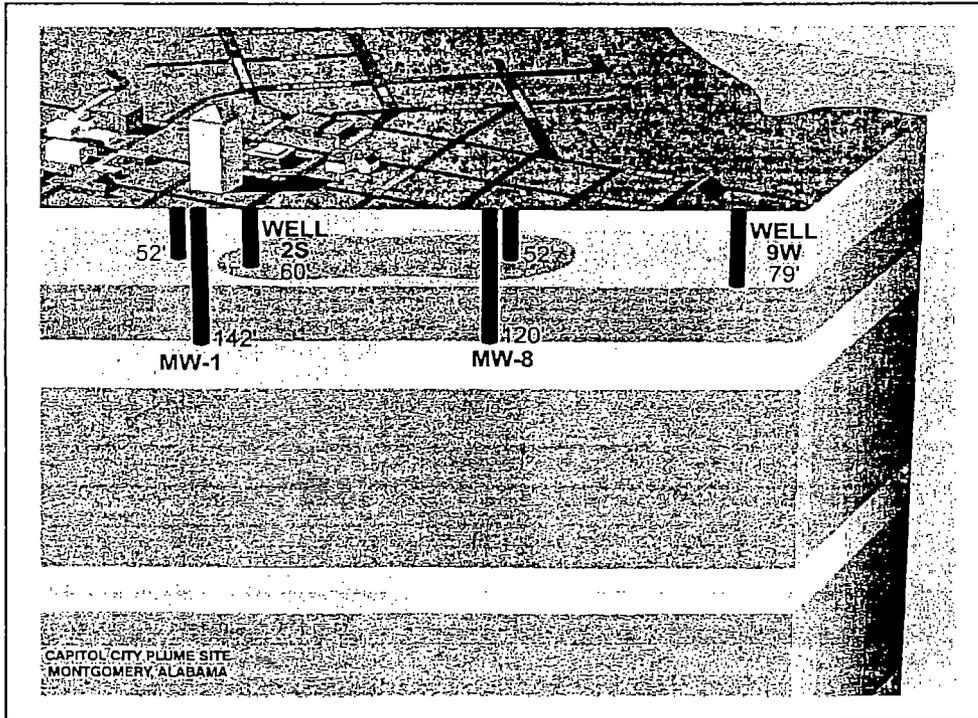




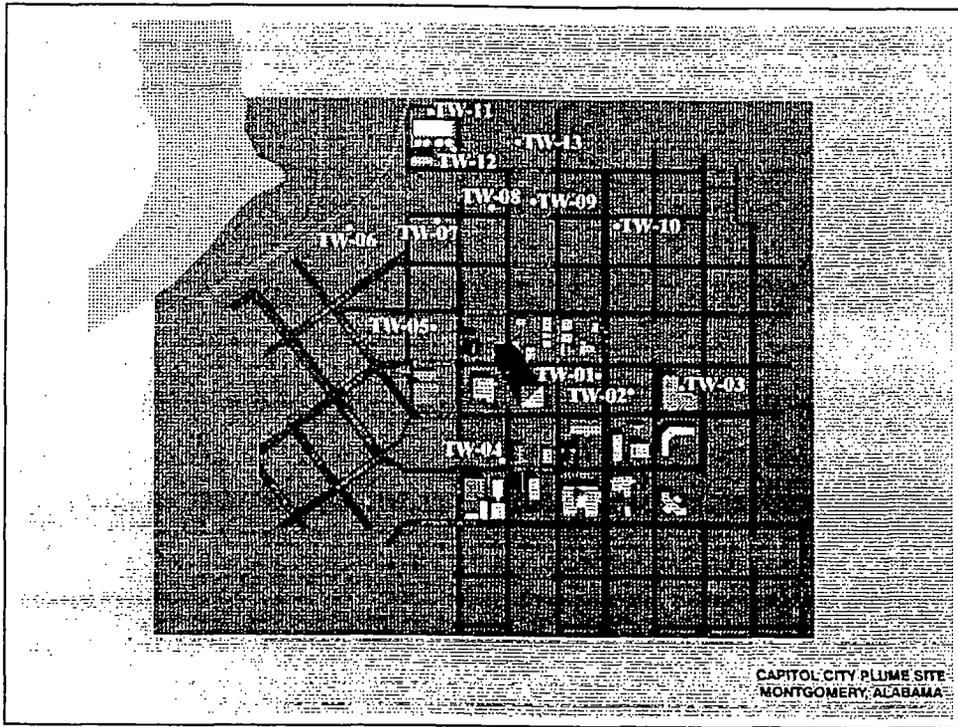




2, 3, 4, 5, 6, 8 + 1



## Upcoming Activities



### Sources for More Information

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email: [guzman.humberto@epa.gov](mailto:guzman.humberto@epa.gov)



A SOUTHERN COMPANY

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MONTGOMERY, AL 36101

FAX COVER SHEET

DATE: 4-16-01

TO: Mike Godfrey

PHONE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

FAX: 8-257-4349

FROM: CURTIS JONES  
Division Manager  
External Affairs

PHONE: 832-3302  
FAX: 832-3308

Number of pages including cover sheet: 3

**Message**

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attention. The crowd — many dressed in red, white and blue — waved flags and signs. "We are so proud of you," one sign read.

After the plane pulled to a stop outside the Whidbey hangar, an honor guard put down a red carpet at the foot of its stairway and a marching band played. As each crew member left the official welcome, loved ones rushed to greet them, enveloping them in deep hugs.

**TOP OF THE NEWS**

- ▷ Analysis of Bush foreign policy 2A
- ▷ Taiwan looking to beef up military 12A
- ▷ China lashes out at U.S. version of incident 12A

**FORECAST**

84° Showers and t-storms today and tonight. 12A

60°

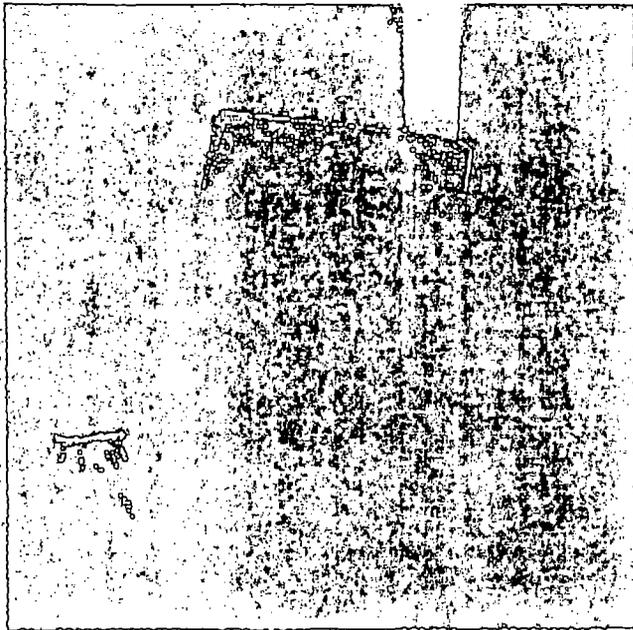
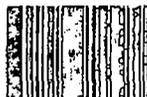
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Page edited and designed by Pat Lisowsky

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**SUBSCRIPTIONS**  
269-0010



Jairus Jernigan places a sign above a cross during a rehearsal of 'The Cross: Victory Over Violence.' The drama will be performed today.

By Kelli M. C. Montgomery A.

Fear. Surprise. The subject compassed by the tenants of crucifixion and resurrection are as the emotions evoke, and the subject addressed in the Easter Sunday.

Rev. W. Fra knows these intricate the most riveting sermons.

"It doesn't matter you tell the story the changes," said Fra is pastor of Dalra Methodist Church. "It is the four which our faith and that is what is powerful."

Today's message will focus on lessness of fear eternal life for both the ultimate reward death and resur

# Toxins found south of site

By Dave Hendrick  
Montgomery Advertiser

**ENVIRONMENT**

The pool of toxic materials called the Capital City Plume, located in Montgomery's groundwater, might be further south than the Environmental Protection Agency originally discovered, EPA tests show.

An acceptable amount of tetrachloroethylene (PCE) was found in a monitor well in the Alabama Power Co. parking lot fronting Washington Street. PCE is a carcinogenic chemical often used as a solvent in dry cleaning, printing and machine operations. The plume also contains BTEX, a petroleum-based pollutant containing benzene.

The discovery of PCE within the plume has prompted the EPA to call for a new round of tests to

see if the plume is expanding or moving. The tests could come near the end of the year or early next year, said Humberto Guzman of the EPA Waste Management Division in Atlanta.

EPA tests discovered 2 parts per billion, well within safe limits of 5 part per billion. But the discovery is significant because no PCE was found there in prior tests, Guzman said.

"I think it will have a minimal affect on downtown and riverfront," said Montgomery Mayor Bobby Bright. "We know what do about it."

Bright said he had not heard about the discovery on Washington Avenue.



Toxins Page 2A

Montgomery Advertiser

4/15/01 Fax to Mike  
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8-257-4349

ch suspect  
bond

Murph" Murphy, who lives in the area where the fighting took place.

"That's Herbie for you," he said. "He can be easy or he can be hard. But he's quick to let everybody know who the sheriff of this county is."

A tip from the public set up

Something like cockfighting is very hard to make arrests on, because it takes place in such secluded areas," the sheriff said.

"One lady told me she was a fifth generation cockfighter, and it's just in her blood. We feel like people who take part network to find where the big fights are going to be held."

Johnson was quick with a smile and laughs when relaying information about the case, but his dander got up one time shortly after the barn was raided.

"This big fellow in overalls pointed his finger at me and said voted for you, but you can bet I won't do it again," Johnson said. "For some reason that just made me mad. I grabbed his arm and told him 'You voted for me to enforce the law, and that's just what I'm doing. I'm not going to let a violation go by just because I know somebody or they voted for me.'"

Those arrested are set to appear before District Judge Phillip Wood on May 10, Montief said.

"And the roosters? They were in the barn."

"There was really no place we could put them," Johnson said. "I thought about bringing them to the jail and having them fried for Easter, but I decided it was best to just leave them up there."

Marty Roney, who covers Augusta and Elmore counties for the Montgomery Advertiser, can be reached at 365-6739 or by fax at 365-1400.

Policy: Response varies with incident

From Page 1A

offenses and consequences.

Sending a note home is another issue.

"There are no requirements. We hope our principals would have sound judgment in knowing when to make notice and when not to," said Clinton Carter, superintendent of Montgomery County schools. "Anytime you're in a situation where principals make decisions, you have Monday morning quarterbacks who say you should have done it or you shouldn't have done it."

Here are snapshots of recent incidents in which principals didn't send notices to parents:

A first-grader at Morningview Elementary School complained to a teacher she was "hurting down there." The girl was taken to the guidance counselor, who contacted a school nurse to look and see if the child was injured. The girl's parents were upset because they were not informed of the exam until their daughter came home from school and told them.

A kindergartner at Vaughn

Road Elementary School stuffed a .32-caliber handgun in his back pocket. A student saw the gun and told a teacher. The teacher then asked the 6-year-old to stand. At first he refused, but a custodian persuaded him to stand and the gun was taken. He was immediately placed in police custody.

An eighth-grader carved "Death to all those who deserve it" on a wall at Baldwin Arts and Academics Magnet School. The boy was suspended. A rumor circulated that "a student in a leather jacket was bringing a gun to school." A parent got wind of the rumor and alerted Montgomery police. The next day, school leaders and police "locked down" the school as the security guard and officers searched the building for a weapon. None was found.

Two first-grade girls taking an after-school route through a village of abandoned portable classrooms at Morningview Elementary School heard a knock on a trailer window. A stranger flashed them and motioned for

them to come in. The door opened. He exposed himself again. The girls ran to the principal, who called the police. Parents weren't notified.

"Each case is handled on its own merit," said Ron Brown, superintendent of the school system's security. "We provide facts to the principal and superintendent, and they make decisions on what action they deem necessary and take."

Carter said he would support notifying parents.

"One or two incidents, you can handle that," said Edward Nettles, father of two high school students. "But if you have a large number of students violating the rules, that's something that needs to be addressed and not kept from parents."

K.T. Brown, a retired educator and children's advocate, agrees.

"Even if the school nips it at this minute," parents should be informed, she said. "You don't know what will happen when that child gets home or if what happened in a school continues after school."

Toxins: No conclusions from well test

From Page 1A

The discovery is significant because it indicates the EPA needs to perform more tests to delineate the plume's boundaries.

"Finding something on Washington Avenue moves our boundaries (of the plume) further south," Guzman said. "All it does is give us another boundary."

The EPA initially thought the boundary did not go as far south as Washington Avenue. To see if the boundaries have expanded or shifted further, more tests are necessary.

Those involved in the downtown and riverfront revitalization project are not sure what to make of the discovery.

"You can't really draw any conclusions with such a small amount found in one place," said Mac Hall of Malcolm Pirnie, a Montgomery environmental consultant and engineering firm. Hall is a member of the Facility Group, which is working on drafting a long-term comprehensive land use plan for downtown Montgomery.

Because only a small area expected to be designated for downtown and riverfront redevelopment falls within the plume's suspected boundaries, the plume will have little effect on the redevelopment, said Don Brown, a Montgomery architect and member of The Facility Group.

Although PCE was found deeper than earlier thought, its existence at that level does not

pose a threat to deep aquifer levels where some of the city drinking water is drawn. A thick impermeable layer of clay prevents the chemicals from seeping into deep aquifer, Guzman said.

Guzman is not sure why the chemicals did not show up in prior tests in the same monitoring wells.

"It's possible it (plume) could be moving around because of rain," he said. "Anytime you have water movement, anything can happen. You're flushing out contaminants."

So far, the EPA has spent \$600,000 on tests and other work to better understand the plume's location, size, boundaries, contents and possible responsible parties to the contamination, Guzman said.



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## te discovery likely to place 30-block area Montgomery on EPA 'Superfund' cleanup list

### Contaminants cause two of city's 49 public water wells to be shut down

By Robert Martin  
EDITOR & PUBLISHER

Underground water in a 30-block area of downtown Montgomery, found to be contaminated with five different types of hazardous waste, has caused the closing of two of the city's 49 public water wells and may place the site on the national priorities "Superfund" cleanup list of the Environmental Protection Agency.

(See related story on this page).

Officials at the Alabama Department of Environmental Management (ADEM), say there is no immediate threat to the city's drinking water supply because the Montgomery Water Works is monitoring all the wells on a regular basis and will shut down any well which might cause a problem.

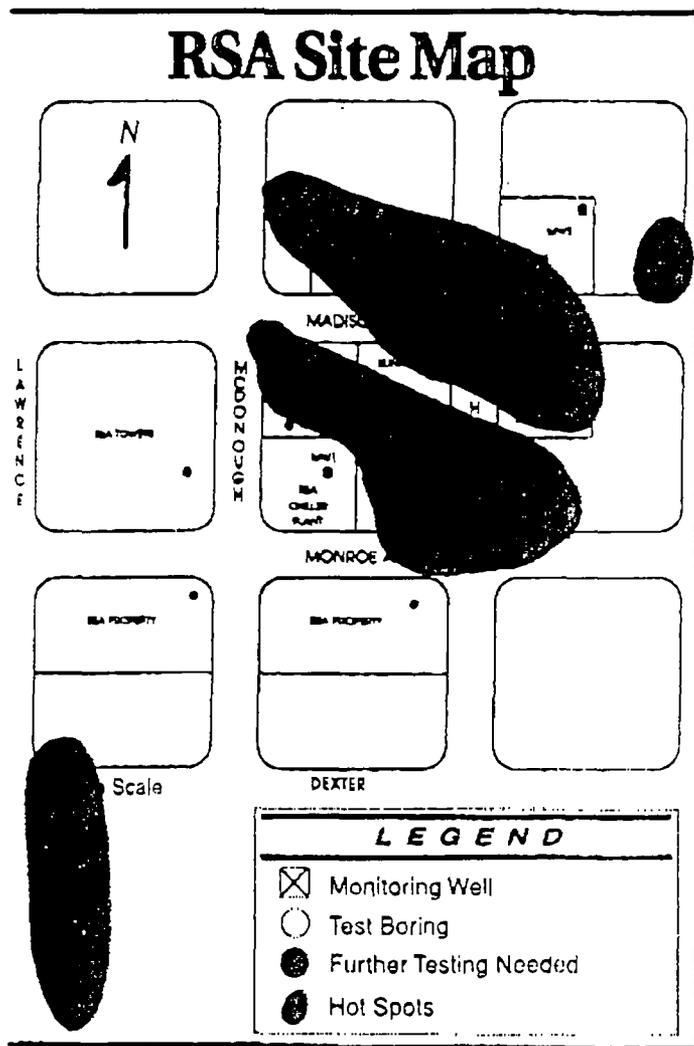
The most serious hazardous waste contaminant discovered by ADEM was tetrachloroethene (perchloroethylene) (PCE), a man-made substance mainly used in dry cleaning. Other uses for the chlorinated hydrocarbon solvent are as a metal cleaning agent, as an additive in printing inks, adhesives, glues, sealant and polishes. The waste was found in six groundwater plumes. The other four less dangerous contaminants, benzene, toluene, ethylbenzene and xylene (BTEX), also found in the six plumes, are found in gasoline as well as other petroleum derived fuels and solvents. PCE causes skin and eye irritation and its known to cause kidney and liver damage and cancer.

### Contamination may be widespread

According to ADEM reports the installation of monitoring wells at the downtown site has verified the presence of PCE in the ground water. Also, the soil gas survey conducted at the site "suggests that PCE and BTEX contamination are widespread and may pose a serious threat to much of Montgomery's North well field."

The city gets 34 percent of its total water supply from the 49 wells and the remaining 66 percent from the Tallapoosa River. Twenty eight of the wells are in the city's north and west well fields where the "serious threat" is posed by the contamination, according to ADEM reports. Montgomery's water supply is a "blended system that directly supplies 220,000 people," ADEM reports. This means that the water from the river and the wells is mixed.

See EPA page 2



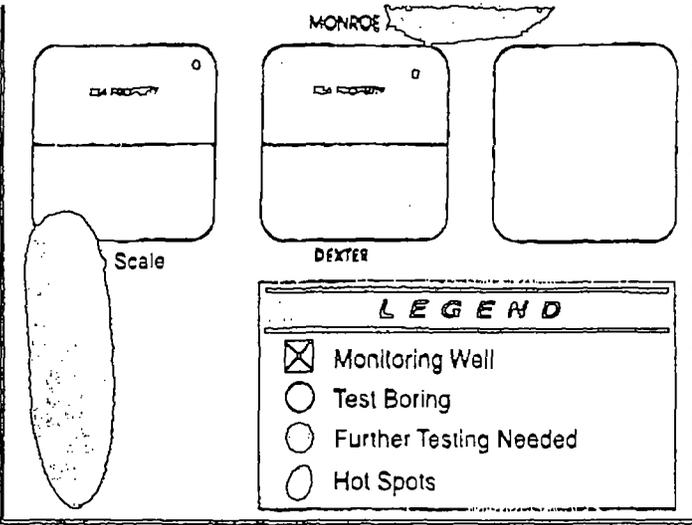
The shaded areas show four of the six "hot spots" where perchloroethylene (PCE) has contaminated underground water in downtown Montgomery.

## EPA officials confirm city likely to be on 'priorities list'

STAFF REPORT  
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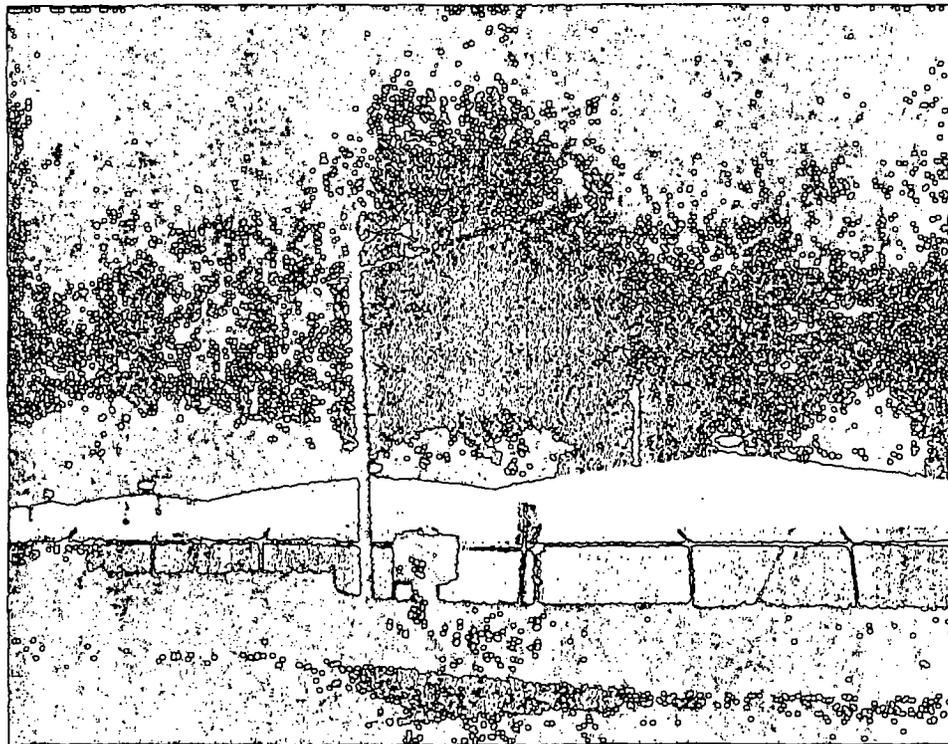
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See EPA page 2

**EPA officials confirm city likely to be on 'priorities list'**



Two of these four public water wells just off Pollard Street have been closed because of PCE contamination.

**STAFF REPORT**

There are some 1,300 hazardous waste sites nationwide which the Environmental Protection Office (EPA) has placed on its national priorities list, commonly known as the "Superfund" sites. Twelve of those sites are in Alabama and another is pending. Downtown Montgomery may become the 14th.

EPA officials in Atlanta say that the hazardous waste site in the downtown area will probably meet the "Superfund" threshold. They don't know when and say that the site must go through the "national priorities list process" before being added. The site is currently undergoing a hazard rating. If that rating is above 28.5 points, and they expect it to be that high or higher, then the site will be placed on the national priorities list and federal money may become available.

"It is a ritual that all prospective sites must go through and before there is a final decision an air tight package must be delivered," according to Mario Villamazo at EPA's Atlanta office.

Officials at EPA told *The Independent* that the hazard ranking for the national priorities. See SUPERFUND page 2

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20 March 26, 1998

# EPA

continued from page 1

## Discovered during RSA construction

Lynalyn Redmond, chief of the ADEM Land Division Site Assessment Unit, says the original contamination was discovered during construction of the energy plant for the RSA Tower in 1993. It began with an area of contaminated soil and has grown

into the discovery of the ground water plumes, which forced the closing of the public water wells. The evacuation at the RSA site was 30 feet deep. The two closed wells are approximately seven blocks northwest along Pollard Street. The wells, designated at Nine East and Nine West, are approximately 70 feet deep.

Following the initial discovery ADEM's Special Projects began an investigation, under the Alaba-

ma Hazardous Substance Cleanup Fund. This has included subsurface soil sampling, installation and sampling of several groundwater monitoring wells, sampling at other wells and a soil gas survey. A 1995 ADEM report on the problem states that "because of the contaminated groundwater plumes and the large drawdown which is caused by the pumping of these well fields, there is the possibility that

many of the drinking water wells screened in the Alluvial aquifer have become contaminated. Coker, Gordo and Eatons are the three primary well water in Montgome-

## What was the contamination so

According to a March 1995 ADEM report, the source of PCE contamination has

# Literacy Council celebrates opening of renovated ce

## SPECIAL TO THE INDEPENDENT

The Central Alabama Laubach Literacy (C.A.L.L.) Council recently celebrated the renovation of its Adult Literacy Center located on the ground floor of St. Jude Church with an open house, open board meeting and social. The renovation project began Dec. 22 of last year while the Center was closed for the holidays and the last of the painting was completed on March 3, 1998.

The renovation project was made possible by a \$60,000-major improvement grant from the Rotary Foundation of Montgomery, which made the presentation at its Annual Charity Ball last February.

The project included a central air heating and cooling system,

new lighting, acoustical ceiling, carpeting, painting and woodwork refinishing - all of which has transformed the Center into a literacy provider's ideal setting.

Sisters Rose Koehler and Joan Opats, both of whom are on the Center's staff, spent many hours poring over catalogs, measuring, examining samples so that the new cabinets, tables, room dividers and shelving would provide the maximum utilization of space, privacy and coordination of colors.

The beautiful oak woodwork that has embellished the ground floor rooms of the church since it was built over 60 years ago was refurbished and provides a warm accent to the rich colors of the new furnishings and decor.

On hand to join in the open house



Taking part in ribbon cutting ceremony were (from left) Directors; Sister Leanne Sittler, St. Jude; and Michael G. McCormick. APC-CCP-11-112



APR 11 1998 APR 19 APR 27 APR 30 APR 26 5:35 A.M. 5:02 P.M.

March 26, 1998

# EPA

Continued from page 1

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many of the drinking water supply wells screened in the future and the Alluvial aquifers could become contaminated." The Coker, Gordo and faultw aquifers are the three primary sources of well water in Montgomery.

## What was the contamination source?

According to a March 7, 1996 ADEM report, the source for the PCE contamination had not, at

the time of the report, and was limited to sources included gas service and auto repair and paint operations.

The agency identified drycleaning establishments which operated in the affected area from 1905 to 1985. ADEM's report indicates that at least two underground storage tanks may be one of the sources of the BTEX leakage.

# Literacy Council celebrates opening of renovated center at St. Jude

## SPECIAL TO THE INDEPENDENT

The Central Alabama Laubach Literacy (C.A.L.L.) Council recently celebrated the renovation of its Adult Literacy Center located on the ground floor of St. Jude church with an open house, open yard meeting and social. The renovation project began Dec. 22 last year while the Center was closed for the holidays and the last of the painting was completed on March 3, 1998.

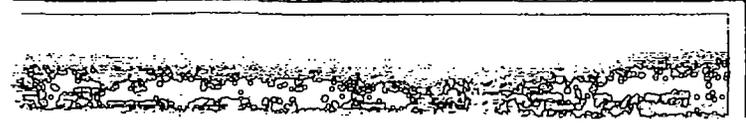
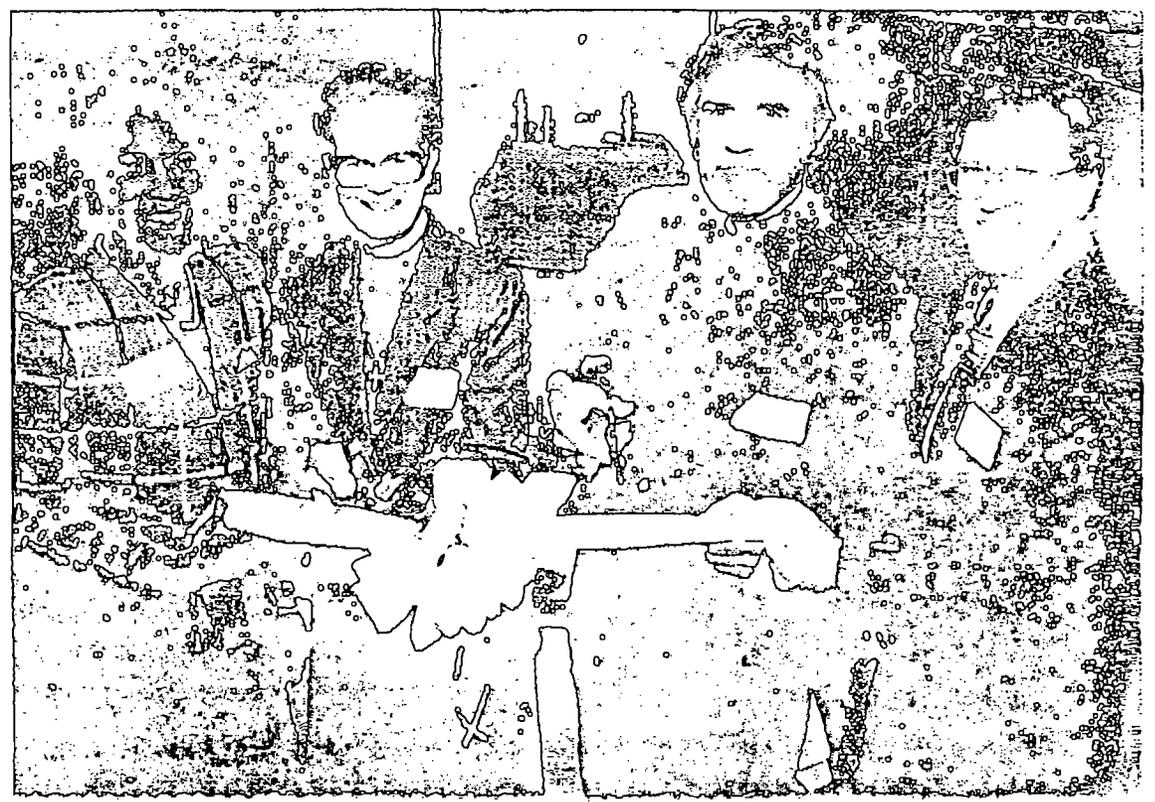
The renovation project was made possible by a \$60,000-major improvement grant from the Rotary Foundation of Montgomery, which made the presentation at its Annual Charity Ball last January. The project included a central heating and cooling system,

new lighting, acoustical ceiling, carpeting, painting and woodwork refinishing - all of which has transformed the Center into a literacy provider's ideal setting.

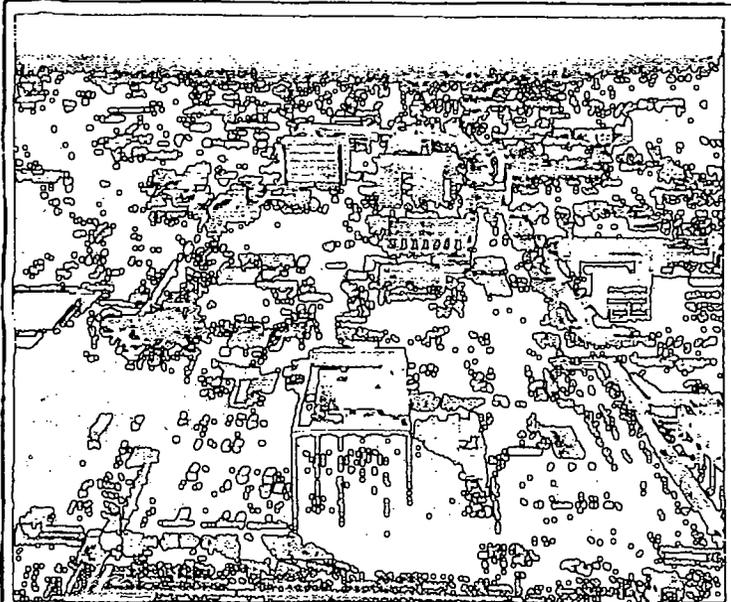
Sisters Rose Koehler and Joan Opatts, both of whom are on the Center's staff, spent many hours pouring over catalogs, measuring, examining samples so that the new cabinets, tables, room dividers and shelving would provide the maximum utilization of space, privacy and coordination of colors.

The beautiful oak woodwork that has embellished the ground floor rooms of the church since it was built over 60 years ago was refurbished and provides a warm accent to the rich colors of the new furnishings and decor.

On hand to join in the open house



... project involved a central air-heating and cooling system. On hand to join in the open house



Part of this area of downtown Montgomery has been affected by the ground contamination. Staff Photo

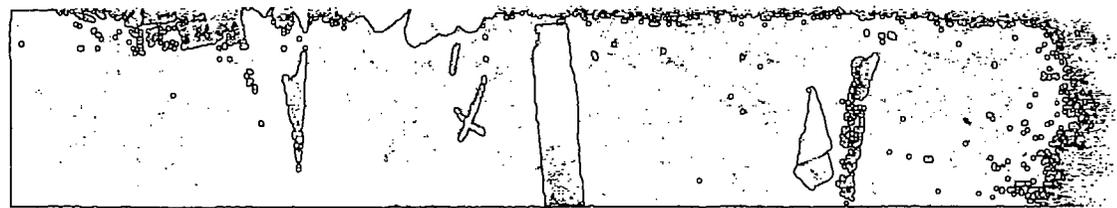
## Superfund

continued from page 1

list considers many aspects, including the long-term effects of the hazard and the number of people potentially exposed to the

problem.

ADEM officials said they agreed with EPA officials that the site will likely be placed on the "Superfund" list. This will mean federal funding to help out an already strapped ADEM budget.



Taking part in ribbon cutting ceremonies (from left): Jocelyn Cash, president of the Board of Directors; Sister Leanne Sitter, Executive Director; Father Matthew Sindik, Director of the City of St. Jude; and Michael G. McCormack, St. Jude's Executive Director and Chief of Operations.

festivities were officials from the City of St. Jude, representatives of the Rotary Club, current and past members of the C.A.L.L. Board of Directors, current and former tutors and members of the staff.

The rich history of the Center reveals that these beautiful quarters over the years served as living

space for the twelve Sisters who originally staffed St. Jude Elementary School; the apartment of the late Father Harold Purcell who founded the City of St. Jude in 1934; administrative center for the City of St. Jude; a nursing school and currently the Adult Literacy Center.

In her remarks, Sister Leanne Sitter, Executive Director, thanked the hard work and support of many individuals who contributed to the success of the renovation project. "All these wishes that it would come out in the end," she said. "Better yet, it's still going."

## CHS students learn about Pro-Life legislative

SPECIAL TO THE INDEPENDENT

The Montgomery Catholic High School Respect Life Group met recently with Cheryl Ciamarra, Legislative Liaison for Alabama Citizens for Life, to discuss bills currently before the Alabama Legislature. The Woman's Right to Know Act and

the Ban on Assisted Suicide were explained by Mrs. Ciamarra who told the students that Alabama has three times the number of abortions compared to Mississippi, where women do have the right to know about risks and alternative assistance available to them. "A ban on assisted sui-

cide will express "Keyorkian Style" grace in Alabama," she said.

Ciamarra also encouraged students to participate in the life Oratory Contest being sponsored by Alabama Citizens for Life in conjunction with National Right to Life Week, Washington, D.C. Students will receive cash prizes and an expense paid trip to the Finals where the National winners will also be crowned at the "Pro-life Ball" and Banquet sponsored by Alabama Citizens for Life at the Montgomery's Embassy Suites.

Members include: Kathleen Den, Mandy Hodling, Keyorkian Colleen Mayer, vice-president, Matt Spakings, president, Ciamarra, Chris Ryan, treasurer, Mrs. Rebecca Turner, CHS Life Advisory Committee Manager, and Alex Selen, secretary.

**10 Anniversary Gala!**

**Once-A-Year Savings On Our Finest Leathers!**

**MONTGOMERY/LIFE**

**Well done**  
A number of local honorees made a recent barbecue cookoff pay off for charity. See page 3.

**FEATURES**

**Hot time in city**  
Jubilee City-Fest officials announced the 1998 entertainment lineup last week. See page 10.

**SPORTS**

**No softies**  
As usual, the Capital City Conference is loaded with great softball teams. Who is online for a state title this year? See Sports.

# THE MONTGOMERY Independent

MARCI 35, No. 13 52 PAGES • THREE SECTIONS 50 CENTS

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Ha... waste discovery likely to place 30-block area of downtown Montgomery on EPA 'Superfund' cleanup list

**WHAT'S INSIDE**

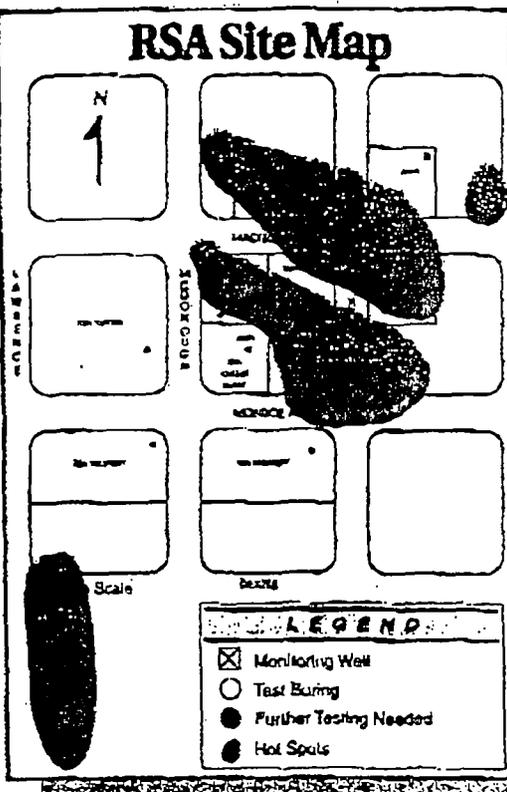
**Tom Johnson** remembers how Walker Hinkle draped the courthouse into the 20th century on the shoulders of computers, other electronic tools and spreadsheet management... and did it by being cordial to all, even the jerks. See page 4.

**Editorials:** Gov. James makes a good choice for the State Supreme Court. That there is the amazing story no one has asked about for four years. See page 5.

**Editor:** A bridge is being built for the Montgomery Area United Way in a hole of several events designed to make the season more fun for the community while bringing money in for the local United Way programs. See page 12.

**A Journey to the Past** will be possible without a time machine as Enfala hosts its annual Pilgrimage and Antique Show April 3-6. The festival-like atmosphere of the weekend helps the historic buildings of the area keep the past alive for future generations by raising funds for their upkeep and restoration. See page 13.

**'Primary Colors'** is a lot like the current presidential scandal in more ways than one; a lot depends on what you believe. But the fact remains that the film, a cartoonish look at the 1992 presidential campaign (with the names changed to protect the innocent... and everyone else), is filled with fun characters and ethical situations. See page 31.



The shaded areas show four of the six "hot spots" where perchloroethylene (PCE) has contaminated groundwater in downtown Montgomery.

**Contaminants cause two of city's 49 public water wells to be shut down**  
By Robert Martin  
EDITOR & PUBLISHER

Underground water in a 30-block area of downtown Montgomery, found to be contaminated with two different types of hazardous waste, has caused the closing of two of the city's 49 public water wells and may place the site on the national priority "Superfund" cleanup list of the Environmental Protection Agency.

Officials at the Alabama Department of Environmental Management (ADEM), say there is no immediate threat to the city's drinking water supply because the Montgomery Water Works is monitoring all the wells on a regular basis and will shut down any well which might cause a problem.

The most serious hazardous waste contaminant discovered by ADEM was tetrachloroethane (perchloroethylene) (PCE), a man-made substance mainly used in dry cleaning. Other uses for the chlorinated hydrocarbon solvent are as a metal cleaning agent, as an additive in printing inks, adhesives, glues, sealant and polishes. The waste was found in six groundwater plumes. The other four less dangerous contaminants, benzene, toluene, ethylbenzene and xylene (BTEX), also found in the six plumes, are found in gasoline as well as other petroleum derived fuels and solvents. PCE causes skin and eye irritation and is known to cause kidney and liver damage and cancer.

Contamination may be widespread. According to ADEM reports the installation of monitoring wells at the downtown site has verified the presence of PCE in the ground water. Also, the soil gas survey conducted at the site "suggests that PCE and BTEX contamination are widespread and may pose a serious threat to much of Montgomery's North well field."

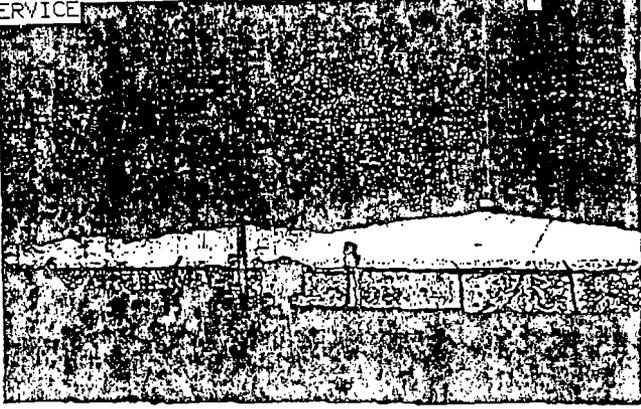
The city gets 34 percent of its total water supply from the 49 wells and the remaining 66 percent from the Tallapoosa River. Twenty-eight of the wells are in the city's north and west well fields where the "serious threat" is posed by the contamination, according to ADEM reports. Montgomery's water supply is a "blended system that directly supplies 220,000 people," ADEM reports. This means that the water from the river and the wells is mixed.

See EPA page 2

**EPA officials confirm city likely to be on 'priorities list'**

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Top of these four public water wells just off Pollard Street have been closed because of PCE contamination. AP Photo

...nationally priorities that's commonly known as the "Superfund" sites. Two of these sites are in Alabama and another is pending. DeWitt and Montgomery may become the 14th.

EPA officials in Atlanta say that the hazardous waste site in the downtown area will probably meet the "Superfund" criteria. They don't know where and say that the site will go through the "national priorities process" before being added. The site is currently undergoing a hazard ranking. If that ranking is above 288 priority, and they expect it to be that high or higher, then the site will be placed on the national priorities list and federal money may become available.

"It is a rumor that all prospective sites must go through and before there is a final decision an all right package must be delivered," according to Marco Villamizar at EPA's Atlanta office.

Officials at EPA said the independence of the hazard ranking for the national priorities. See SUPERFUND page 2.

# Editorials

Montgomery's Newspaper of Record, Founded 1964

## An amazing tale of a media malady

A few weeks back, sipping on late-night drinks in the lounge of Point Clear's Grand Hotel, two editors of *The Independent* listened to an amazing story about things occurring in our fair city: disturbing things we hadn't heard or seen reported anywhere. The storyteller at the mid-year gathering of the State Press Association, told of significant hazardous waste material being discovered in downtown Montgomery. Perhaps to tweak our attention further there was a subtle hint that one of the sources of the hazardous material might have been the ink used on and the solvents used in cleaning the old press at *The Advertiser*. As we later discovered this hint is apparently not correct.

Back in Montgomery, not truly grasping the importance of the story ourselves, and occupied with many other matters, we didn't rush into an investigation such as a reporter might if confronted with a seductive tale of White House sex. In fact, we wondered if this was such a big story and of such importance to the citizens of Montgomery, how could it have been missed by the media for four years.

We did, however, intend to check it out, and two weeks ago, as suggested by the storyteller that night in Point Clear, we telephoned the Alabama Department of Environmental Management (ADEM). It took about a week (the folks there stay busy) to catch up with the individual in charge of the site investigation.

Jymalyn Redmond, a 22-year ADEM employee and chief of the agency's Land Division Site Assessment Unit, was in charge of the site inspection in downtown Montgomery, a project that started when contaminated soil was found during the construction of the RSA Tower in 1993. Once we found Ms. Redmond, the rest of the story was easy. She has the tenacity of a lawyer pursuing a high-stakes court case. She assured us that there was no immediate danger to Montgomery's water supply, but, at the same time, stressed to us that the site downtown was a significant problem and had to be dealt with, probably by the federal Environmental Protection Agency. As another ADEM official put it: "This isn't Love Canal, but it is a serious problem." One hazardous waste ADEM has discovered through its testing process is perchloroethylene (PCE), a man-made substance mainly used in dry cleaning. It causes skin and eye irritation and can cause kidney and liver damage and cancer. The other hazardous wastes ADEM found are derived from fuel and other petroleum products. It is suspected that this pollution came from underground storage tanks in the area.

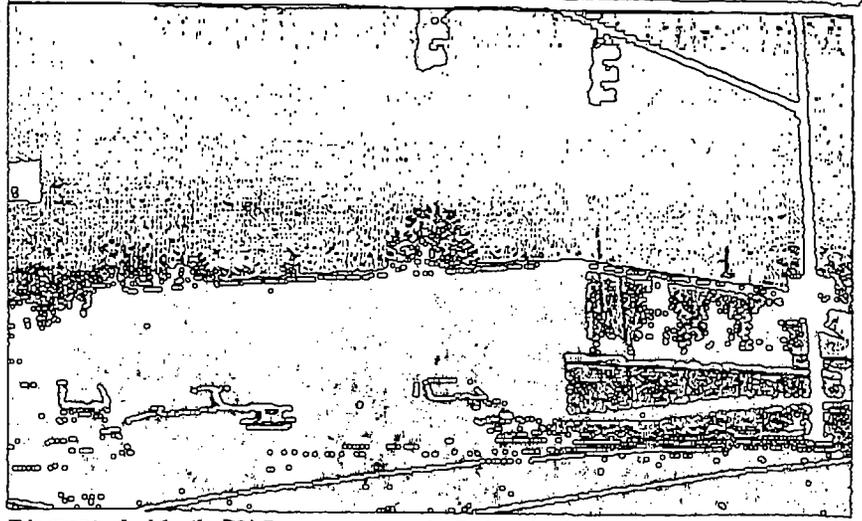
ADEM does not identify the source of the PCE, however its reports suggest that the source may have been the nearly 40 dry cleaning operations which permeated the downtown area from 1905 to 1985.

A significant fact and one of the reasons for the seriousness of the situation is that PCE has now contaminated two of the city's 49 public water wells and 26 other wells are in the targeted area.

The situation is also serious enough that EPA officials believe the hazard ranking of the site, which is now being conducted, will score above their threshold of 28.5 points. This would mean the downtown area would be placed on EPA's national priorities list or "superfund list" as it is commonly known. This, of course, would mean federal dollars for the cleanup. There are about 1,300 such sites nationwide, 12 in Alabama.

In order for us to provide the information about this matter to our readers, it took (1) a phone call to ADEM; (2) three hours reviewing the site inspection material at ADEM; and (3), a telephone call to EPA's Atlanta office. The ADEM drilling, soil sampling and site investigation has been ongoing for almost five years. Absent two *Advertiser* articles, one press release from ADEM, when the initial contaminated site was discovered, there has not been a single news report about this significant Montgomery problem.

No one was keeping it secret, ADEM produced the site records for us within two hours of our phone call. But, worse, nobody was asking questions.



This energy plant for the RSA Tower was where the first contaminated soil was discovered in 1993.

Wall Photo

## Champ Lyons, a good choice by Gov. James

During his first term in office, Gov. James had the opportunity to appoint a justice to the State Supreme Court. He named Oscar Adams, the first black to serve on any of Alabama's appellate courts.

Oscar Adams was well qualified. He was elected and re-elected to the court, becoming the first of his race to ever win a statewide elective office below the Mason-Dixon line. He was a credit to our state.

Last week, Gov. James had the opportunity to

make another appointment to the high court. In choosing Mobile lawyer Champ Lyons, he made a good selection. Lyons is a graduate of Harvard and the University of Alabama Law School. He is a respected member of the state's legal community.

He has the opportunity to serve the state with distinction. As one local attorney put it: "He is capable and knows the law. We must hope he doesn't get it tangled up with politics." Godspeed Justice Lyons.

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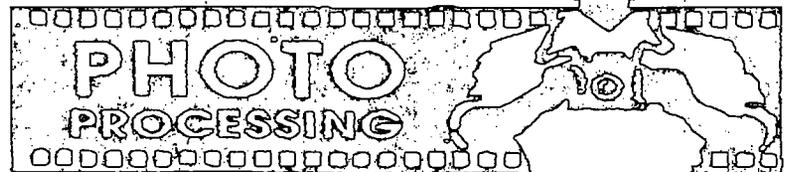
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The Montgomery Independent

# THE MONTGOMERY Independent

## Opinion

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**Robert A. Martin** - Editor & Publisher

**Tom Johnson**  
Editor (1965-92)

**Royce G. Kershaw**  
Chairman (1964-74)

## Mayor attempting to avert a disaster in city's downtown

**By BOB MARTIN**  
Editor & Publisher

In January of 1998, at the mid-year meeting of the Alabama Press Association at Point Clear, an individual I knew took me aside and told me I should look into a serious groundwater pollution problem in downtown Montgomery. It would, he said, become a disaster for the city's downtown.

On March 26, 1998 *The Independent* reported to the public for the first time in print, the full implications of underground water pollution in a 30-block area of downtown Montgomery and reported that the area would likely be placed on the Environmental Protection Agency's *Superfund* cleanup list.

There was not, at that time, a serious threat to the city's drinking water, because the Water Works Board was monitoring all the wells in the area and shutting down any with a trace of contamination.

Officials at the State Department of Environmental Management told me that the suspected source of the pollution was dry cleaning establishments, ink used in printing operations, and residue from auto repair shops.

The most serious hazardous waste discovered from these sources was a substance called PCE, a man-made substance mainly used in

city cleaning and as an additive in printing inks. The waste was found in six groundwater plumes. PCE causes skin and eye irritation and is known to cause kidney and liver damage and cancer.

At that time the contamination had caused the Water Works to close two of the city's 49 public drinking wells.

This week we learned from Mayor Bobby Bright that 16 wells have now been closed and there remains no threat to the city's drinking water. Montgomery gets 66 percent of its drinking water from the Tallapoosa River.

The contamination was first discovered in 1993 at the construction site of the power plant for the RSA Tower, located on the northeast corner of Monroe and McDonough. An ADEM official told us two years ago that "this isn't a Love Canal, but it is a serious problem."

If that is the case, and I believe it is, one cannot help but ask today where the elected officials of this city have been for the past seven years? Why hasn't an effort been made to resolve the problem short of the area being designated a Superfund site.

The placement of downtown Montgomery on the EPA's Superfund Cleanup List could be disastrous to the property values downtown. It will mean that the city will get cleanup funds, but those who owned the property when and where the contamination took place will also have to ante up. It will seriously hamper downtown renovation. I have learned that at least two properties offered for sale have been jeopardized by the pollution.

### **Bright says city will oppose EPA designation**

Bright said that he has marshalled all the forces at his command to oppose the EPA designation of the downtown area as a Superfund site. "We believe EPA has erred and did not follow the law or computation of the contamination in the downtown area before issuing the recent notice that the downtown site, called the Capitol City Plume, would be proposed for the Superfund list," Bright said.

Bright inherited the problem after seven years of neglect, one city official, told *The Independent*. "They knew there was a problem but shrugged their shoulders and decided to leave it to someone else," the official said.

Bright would not comment about who was to blame for the problem. Instead, he indicated the city must move quickly in an attempt to keep the downtown area off the list. "Do you realize how damaging this will be to the city? It could hamper our entire downtown revitalization and riverfront development if we are labeled a Superfund cleanup area," he said. The city, in its filings with EPA is urging the agency to permit it to attempt a self-cleanup before being designated a Superfund site.

The mayor said that although the city had been denied a requested extension for comment on the proposed Superfund designation, that the comments and opposition to the designation were mailed by the Monday deadline set by EPA.

Although optimistic that there was a chance of the designation being avoided, Bright was not at all certain such would happen.

There are 13 Superfund sites in Alabama, including T. H. Agriculture and Nutrition Co. on Highway 31 in West Montgomery. It was designated a Superfund site in 1990.

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August 22, 2000

**MONTGOMERY NEWS**

## Bright tries to avoid EPA control

By Dave Hendrick  
*Montgomery Advertiser*



Getting federal Environmental Protection Agency Superfund money to clean up pollutants in downtown Montgomery would not be such a super idea, Mayor Bobby Bright said Monday.

To fend off a federal declaration placing the city on the Superfund list, Bright has invited 21 state, city, county and business leaders to a meeting Thursday to discuss cleaning up the mess, rather than applying for Superfund money.

"I am trying to put together some responsible leaders and parties to come up with a remediation plan that will be acceptable to the EPA, so we can control it rather than us being put on the Superfund list and the EPA controlling it," Bright said.

Getting on the EPA Superfund list would place a stigma on Montgomery and could discourage downtown development, said Jan Morris, president of Montgomery Area Association of Realtors.

"If you are on this federal list, that has some serious backlash as far as commercial development and landowners," said Anna Buckalew, spokesperson for Montgomery Area Chamber of Commerce. "It is considered a black mark as far as commercial development is concerned."

The pollution problem, dubbed "Capital City Plume," was discovered in 1993 during construction of the 23-story RSA Tower. The EPA discovered cancer-causing chemicals in the groundwater in several sites and in one municipal well in downtown. The well was taken out of service to protect the quality of the city's drinking water, EPA reports.

The main contaminants are tetrachloroethylene (PCE) and benzene, toluene, ethylbenzene and xylene (BTEX). The chemicals are often used by dry cleaners, automobile service

stations and print shops.

The Alabama Department of Environmental Management determined the RSA Tower contamination site posed a serious threat to much of Montgomery's north and west well fields. They provide about 34 percent of Montgomery's water supply, EPA reports say.

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# EPA begins water checks



Mickey Welsh St

yan Waters, left, and Alex Woods take soil samples Tuesday in downtown Montgomery. The EPA is drilling test holes to check the Capital City Plume.

## Wells drilled in test for pollution

By Dave Hendrick  
Montgomery Advertiser

### ENVIRONMENT

#### PLUME TEST WELLS

Environmental Protection Agency is sinking 13 new temporary wells in downtown Montgomery in an effort to detect "Capital City Plume" contaminants.



The Environmental Protection Agency on Tuesday began a two-week program to sink 13 temporary wells in downtown Montgomery to determine where chemicals have polluted the groundwater.

"We're trying to see if it came from this area," said Humberto Guzman, remedial project manager for the EPA. Guzman watched at the mouth of an alley at 324 Madison Ave. as workers used a Geoprobe to dig up earth samples for chemical testing.



Guzman

The work is part of the EPA's continuing study of Montgomery's so-called Capital City Plume. The plume is a collection of tetrachloroethylene, or PCE, a carcinogen that seeped

into the groundwater beneath the city's downtown area. The EPA could place the city on the agency's Superfund list if something is not done to clean up the pollutants. The city does not want to be on the list because the stigma will discourage economic development.

Although the plume poses no immediate danger to the public because the wells are closed, EPA officials want the plume cleaned up so it will not eventually harm drinking water. The EPA has spent about \$500,000 working on the plume. The agency is paying the cost, but could pass it off to those it finds to be responsible for the pollutants getting into the groundwater, Guzman said. "We'll find the responsible parties and talk to them about it," he said. "Not the

Wells Page 2.

# Wells: Treatment could take 20 years

From Page 1A

they could necessarily pay for it."

He is not sure what will be required to clean up the mess.

"The worst we would do is probably pump the water out (of the aquifer) and treat it," Guzman said. The process could take 20 years.

The EPA selected the first test site because it is near where several dry cleaners operated years ago. Dry cleaning, printing and machine operations used PCEs in years past.

Hubert L. Wieland, project manager for Black and Veatch Special Projects Corp., oversaw the drilling. The drill takes 2-inch diameter samples every 5 feet. A special "sniffer" sensor registers traces of PCE that escape into the air. The sniffer showed no sign of pollutants in the alley, Wieland said.

"We'll have to send samples away," he said. Full chemical screenings of samples will be made. Results could take about two months.

"We're looking mainly for PCEs," Guzman said. "But there may be other things that could cause problems."

Chromium and lead were recently found in shallow wells downtown, he said. The chromium levels exceed the drinking water standards. The chemicals are only in shallow wells. All shallow downtown drinking wells have been closed, Guzman said.

No pollutants have been found in the deep wells because an impermeable clay layer separating shallow and deep wells keeps pollutants from seeping deeper into the ground.

The city water is safe, Guzman said, because the city gets most of its drinking water from the Tallapoosa River and deep wells.

Nevertheless, Tim Johnson of Montgomery said, "I don't drink the water. To me, it tastes nasty. They should have done something about (the pollution) years ago," he said.

The temporary wells will reach a depth of 40 feet in the

next two weeks. The wells will be open just long enough to get the samples.

The agency also will test 16 monitoring wells already dug throughout the downtown area, Guzman said.

The city enlisted a task force of volunteers to work on correcting the pollution problems in downtown Montgomery.

Mayor Bobby Bright has pledged to resolve the problem using private resources.

Guzman said the city has shown it is working toward a solution to the pollution problem.

If the EPA cleans up the mess, the cost could be three to five times what the city and private interest would spend doing the work.

*Dave Hendrick, who covers city government for the Montgomery Advertiser, can be reached at 240-0110 or fax at 261-1521.*

# Public: Meetings law allows some exceptions

From Page 1A

called an executive session,"

During the 15-minute session

The Birmingham News  
 Just for Kids: Program teaches  
 kids underwater skills / 1H



BIRMINGHAM POST-HERALD

Racing world mourns death  
 of Adam Petty SPORTS C1



# Saturday

6 Sections

May 13, 2000

35 cents

M 3



Larry Ross will take his share of the bounty in a lump-sum payment of about \$90 million before taxes.

## Big Game winner collects jackpot

By KATHY BARKS HOFFMAN  
 The Associated Press

LANSING, Mich. — A swimming-pool installer who put down a \$100 bill for a hot dog

# EPA: Capital city tainted

## Montgomery possible Superfund cleanup site

By MICHAEL SZNAJDERMAN  
 News staff writer

MONTGOMERY — The EPA is proposing that a layer of contaminated groundwater stretching under portions of downtown Montgomery be added to the federal government's Superfund list of

toxic waste sites.

The "Capital City Plume," an area tainted with toxic solvents, is among 14 sites nationwide the U.S. Environmental Protection Agency recommended for the list Thursday.

Business leaders say they don't believe the potential listing will dampen redevelopment efforts in downtown Montgomery, including a riverwalk along the Alabama River and, possibly, a minor league baseball stadium.

"We don't know the impact," said Humberto Guzman, who heads EPA's operation in downtown Montgomery. "It depends how they react, the city and the business community.

"We're trying to get a feel how big this is."

He said adding the site to the Superfund list would open the door for federal dollars to be spent on cleanup — if a cleanup is feasible. He said it could take two years before officials know whether

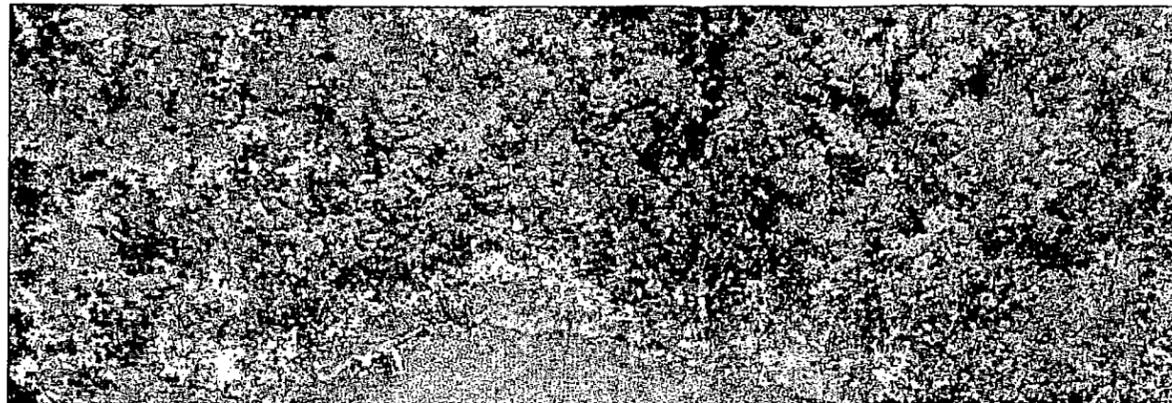
a cleanup makes sense.

The toxic plume was first discovered in 1993 during construction of the 23-story RSA Tower. State environmental officials began a 17-month investigation, which found several sites of contaminated groundwater around downtown.

Since then, EPA has taken over the assessment project. So far, 16 monitoring wells have been drilled around downtown to try to determine the scope of the

► See **Superfund**, Page 2A

Sinkholes make Shelby County a geologist's heaven. But that doesn't slow activity in state's fastest-growing county.



## Clinton, candidates offer gun solutions

By TERENCE HUNT  
 The Associated Press

APC-CCP-11-125

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**STATUTORY WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of TEN and No/100 Dollars (\$10.00) and other good and valuable consideration to AMERICAN REAL ESTATE HOLDINGS LIMITED PARTNERSHIP, a Delaware limited partnership, successor by merger to American Property Investors IV, a Colorado corporation (hereinafter referred to as "Grantor"), in hand paid by ALABAMA POWER COMPANY, an Alabama corporation (hereinafter referred to as "Grantee"), the receipt and legal sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee that certain tract or parcel of land situated in Montgomery County, Alabama, more particularly identified and described on **Exhibit "A"** attached hereto and made a part hereof, together with all improvements and fixtures thereon and all easements and other appurtenances thereto (the "Property").

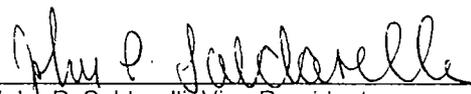
TO HAVE AND TO HOLD the said Property unto Grantee, its successors and assigns forever subject to those matters described on **Exhibit "B"** attached hereto and made a part hereof (the "Permitted Title Exceptions").

IN WITNESS WHEREOF, said Grantor, has caused this deed to be executed and delivered as of the 15<sup>th</sup> day of January, 2004.

GRANTOR:

AMERICAN REAL ESTATE HOLDINGS LIMITED  
PARTNERSHIP, successor by merger to American Property  
Investors IV

By: American Property Investors, Inc., its General Partner  
d/b/a AREP, Inc. in Alabama

By:   
John P. Saldarelli, Vice President

**70225993**

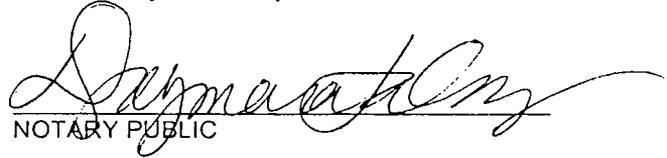
Reference:

70225990, 70225991  
70225992, 70225994

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER )

I, Dagmara Lalewicz, a notary public in and for said county in said state, hereby certify that JOHN P. SALDARELLI, whose name as VICE PRESIDENT of AMERICAN PROPERTY INVESTORS, INC., a corporation and the General Partner of AMERICAN REAL ESTATE HOLDINGS LIMITED PARTNERSHIP, a Delaware limited partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under my hand and official seal this the 9th day of January, 2004.

  
NOTARY PUBLIC

[NOTARY SEAL]

DAGMARA LALEWICZ  
Notary Public, State of New York  
No. 01LA6029531  
Qualified in Westchester County  
Commission Expires August 23, 2005

**70225993**

Reference:

70225990, 70225991  
70225992, 70225994

EXHIBIT A  
TO STATUTORY WARRANTY DEED

LEGAL DESCRIPTION

**70225993**

Reference:  
70225990, 70225991  
70225992, 70225994

## EXHIBIT A

## LEGAL DESCRIPTION

A parcel of land situated in Montgomery County, Alabama described as follows:

Begin at the northeast corner of Washington Avenue and Lawrence Street; thence north along the east boundary of Lawrence Street a distance of 160.5 feet to a point; thence turn an angle of 89° 47 Minutes Right and run easterly a distance of 102.9 feet to a point; thence turn an angle of 89° 47 Minutes Left and run north a distance of 3.4 feet to a point; thence turn an angle of 88° 09 Minutes 30 Seconds Right and run easterly a distance of 26.5 feet to a point; thence turn an angle of 88° 22 Minutes Left and run north a distance of 156.5 feet to a point on the south boundary line of Dexter Avenue; thence turn an angle of 89° 45 Minutes Right and run easterly along the south boundary of said Dexter Avenue a distance of 73.35 feet to a point; thence turn an angle of 89° 59 Minutes Right and run south a distance of 135.6 feet to a point; thence turn an angle of 89° 48 Minutes Left and run easterly a distance of 25.35 feet to a point; thence turn an angle of 89° 32 Minutes Right and run south a distance of 73.7 feet to a point; thence turn an angle of 90° 55 Minutes Left and run easterly a distance of 1.9 feet to a point; thence turn an angle of 90° 14 Minutes 30 Seconds Right and run south a distance of 111.5 feet to a point on the north boundary line of Washington Avenue; thence turn an angle of 90° 49 Minutes Right and run westerly along the north boundary line of said Washington Avenue a distance of 235.1 feet to the point of beginning, said property being located in the SW 1/4 of Section 7, T16N R18E, Montgomery County, Alabama.

70225993

Reference:

70225990, 70225991

70225992, 70225994

EXHIBIT B

TO STATUTORY WARRANTY DEED

PERMITTED TITLE EXCEPTIONS

**70225993**

Reference:

70225990, 70225991

70225992, 70225994

EXHIBIT B

PERMITTED EXCEPTIONS

Real Property in Montgomery County:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created or caused by Buyer, first appearing in the public records or attaching subsequent to the effective date of any title commitment for the Real Property but prior to the date Buyer acquires for value of record the Real Property covered by the commitment.
2. The lien for ad valorem taxes for the year 2003 in the amount of which are not yet due and payable. Said taxes became due and payable on October 1, 2003, but will not become delinquent until after December 31, 2003.
3. Rights of parties in possession not shown by the public records.
4. Encroachments, overlaps, overhangs, unrecorded easements, deficiency in quantity of ground, or any matter not of record created or caused by Buyer which would be disclosed by an accurate survey and inspection of the Real Property.
5. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, where such lien or right to a lien was created or caused by Buyer and is imposed by law and not shown by the public records.
6. Taxes or special assessments incurred by Buyer which are not shown as existing liens by the public records.
7. Easements, or claims of easements, created or caused by Buyer which are not shown by the public records.
8. The existing lease between Seller (as landlord) and Buyer (as tenant) dated June 2, 1975 and recorded in Real Property Book 266, Page 773 in the Office of the Judge of Probate of Montgomery, Alabama, as amended, said amendment being dated June 4, 1975 and recorded in Real Property Book 270, Page 163 in the Office of the Judge of Probate of Montgomery County, Alabama, shall be terminated of record at closing.

500  
100  
1500  
2456.00  
-----  
2477.00

|            |         |
|------------|---------|
| INDEX      | 5.00    |
| RECORD FEE | 1.00    |
| RECORD FEE | 15.00   |
| DEED TAX   | 2456.00 |
| CASH       | 2477.00 |

STATE OF ALABAMA  
MONTGOMERY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON

01-20-2004 #1

ITEM 4  
1CL 1808 14:401

2004 JAN 20 PM 1:26

KEESE MCKINNEY, JR.  
JUDGE OF PROBATE

70225993

Reference:

70225990, 70225991  
70225992, 70225994

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LEASE

This LEASE entered into this 2<sup>nd</sup> day of June, 1975, by and between AMERICAN PROPERTY INVESTORS IV, a Colorado Limited Partnership, having an office located at 1776 South Jackson Street, Denver, Colorado (hereinafter called the "Landlord") and ALABAMA POWER COMPANY, an Alabama Corporation, having an office located at 600 North 18th Street, Birmingham, Alabama (hereinafter called the "Tenant").

Upon the terms and subject to the conditions hereinafter set forth, the Landlord leases to the Tenant and the Tenant leases from the Landlord, the property hereinafter described:

1. THE LEASED PREMISES. (a) The property hereby leased to the Tenant is the tract of land situated in the City of Montgomery and State of Alabama, more particularly described in EXHIBIT "A" annexed hereto and by this reference made a part hereof, together with the buildings and other improvements now or hereafter located thereon (the "Improvements").

The above described premises leased hereunder, together with all appurtenances thereto, hereinafter sometimes collectively referred to as the "Leased Premises", "Premises" or "Demised Premises", are demised and let subject to (a) the rights of any parties in possession thereof and the existing state of the title thereof as of the commencement of the term of this Lease, (b) any state of facts which an accurate survey or physical inspection thereof might show, (c) all zoning regulations,

restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and (d) with respect to the Improvements, in their condition as of the commencement of the term of this Lease, without representation or warranty by Landlord. Tenant represents to Landlord that Tenant has examined the title to and the physical condition of the Leased Premises prior to the execution and delivery of this Lease and has found the same to be satisfactory for all purposes hereof, and Tenant accepts the title and condition of the Leased Premises in their respective, present condition "as-is". Landlord makes no representation or warranty with respect to the condition of the Leased Premises or its fitness or availability for any particular use and Landlord shall not be liable for any latent or patent defect therein.

## 2. TERM AND EXTENSION OPTIONS

(a) The initial term of this Lease shall be for a period commencing on the date of this Lease and terminating on the Thirtieth ----- (30th) anniversary thereof, plus the number of days necessary to end the term on the last day of a calendar month or on such earlier date upon which said term may expire or be terminated pursuant to any of the conditions of limitation or other provisions of this Lease or pursuant to law.

(b) Provided the Tenant shall keep, observe and perform all of the terms, covenants and conditions of this Lease on Tenant's part to be kept, observed and performed, Tenant shall have the right to extend the term of this Lease for two ( 2 )

periods of Ten (10) Lease Years each (hereinafter referred to as the First and Second Extended Terms, respectively), provided Tenant shall notify Landlord, in writing, by registered mail, return receipt requested, not less than twelve (12) months prior to the expiration of the then existing term hereof, that Tenant elects to extend the term of this Lease, and provided further that this Lease, as extended, shall be upon the same terms, covenants and conditions as are contained herein, except as to the duration of the term hereof and any other provisions of this Lease which by their terms are applicable only to any portions of the term and excluding, upon the expiration of the Second Extended Term, any further option of extension. Failure to comply with the provisions of this paragraph shall be deemed a waiver of the options herein granted. The fixed annual minimum rent during the Extended Terms shall be the amount stated in Section 3, without adjustment for any Re-Cast Mortgages.

(c) The expression "the initial term" shall mean the period described in Section 2(a) as the initial term. Prior to the exercise by Tenant of any said election to extend the initial term, the expression "the term of this Lease" shall mean only the initial term. After the exercise by Tenant of any option granted under Section 2(b), the expression "the term of this Lease" shall mean the initial term as it may have been then extended by a valid exercise of any such option.

### 3. FIXED ANNUAL MINIMUM RENT.

Tenant covenants to pay Landlord, without previous demand therefor and without any setoff or deduction whatsoever a net fixed annual rent of \$256,250.00 (the "Minimum Rental") for each year of the term of this Lease in equal monthly installments, in advance, of \$21,354.17

payable on or before the first day of each and every calendar month during the term of this Lease; provided, however, that in the event that the term of this Lease does not commence on the first day of a calendar month, the installment of rent for the partial calendar month at the commencement of the term of this Lease shall be prorated on the basis of the number of days of the term within such calendar month. The first installment of rent shall be paid simultaneously with the execution of this Lease. For purposes of determining timely payment of rent, payments shall be deemed made three (3) days following the date when deposited in the U. S. Mails, postage prepaid, addressed to Landlord at its notice address hereunder.

The net fixed annual rent shall be increased upon the expiration of the Fifteenth (15th) Lease Year or the closing of any "Re-Cast Mortgage" (as hereinafter defined), whichever later occurs, by the amount, if any, by which the sum of the constant payments for one year under any Re-Cast Mortgage shall exceed the annual debt service on the first fee mortgage placed by Landlord on the Leased Premises. A "Re-Cast Mortgage" shall mean mortgage financing placed on the Leased Premises upon or after the expiration of the Fifteenth (15th) Lease Year by Landlord, having a principal amount not to exceed 80.5 % of the first fee mortgage placed by Landlord on the Leased Premises, an interest rate not to exceed the then prevailing rates for similar loans and constant payments sufficient to self-liquidate the principal amount over the remainder of the Initial Term hereof; provided, however, that Landlord shall give notice to Tenant of the proposed terms of any Re-Cast Mortgage not less than one hundred eighty (180) days prior to the closing thereof, and if Tenant shall within forty-five (45) days thereafter furnish Landlord with a

firm commitment at no additional expense to Landlord for mortgage financing from an Institutional Lender on financial terms more favorable than those contained in Landlord's proposal, with no personal liability to Landlord, and on other customary terms reasonably approved by Landlord, then Landlord shall accept such commitment, use its best efforts to close thereunder, and upon the closing of the financing contemplated thereby, the same shall be deemed a Re-Cast Mortgage. If for any reason other than Landlord's wilful default, the financing contemplated by the commitment furnished by Tenant fails to close, Landlord may place a Re-Cast Mortgage on the Leased Premises without further notice to Tenant. Upon the closing of the Re-Cast Mortgage, Landlord and Tenant shall enter into an agreement in writing confirming the revised net annual fixed rent hereunder.

4. UTILITIES.

Tenant shall furnish, at its own expense, all utilities of every type and nature required by it in its use of the Leased Premises and shall pay or cause to be paid, when due, all bills for water, sewerage, heat, gas, electricity and other utilities, if any, used on, in connection with, or chargeable against the Leased Premises until the termination of this Lease; and the Tenant shall indemnify and save harmless the Landlord from and against any loss, cost and expense in connection therewith.

5. ADDITIONAL RENT.

(a) It is the purpose and intent of the Landlord and Tenant that the net rent shall be absolutely net to the Landlord so that this Lease shall yield, net, to the Landlord, the rents specified herein in each year during the term of this Lease.

(b) Tenant covenants to pay, before any fine, penalty, interest or cost may be added thereto for the non-

ment thereof, as additional rent, all taxes, assessments (including but not limited to, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the term of this Lease), water, sewer and other rents, rates and charges, charges for public utilities, excises, levies, license and permit and inspection fees and other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which at any time prior to or during the term of this Lease may have been or may be assessed, levied, confirmed, imposed upon, or grow or become due or payable out of or in respect of, or become a lien on, (i) the Leased Premises or any part thereof or any appurtenance thereto, (ii) any personal property, (iii) the rent and income received by Tenant from subtenants, (iv) any use, possession or occupation of the Leased Premises or (v) rentals or sales therefrom or activity conducted therein, (vi) such franchises as may be appurtenant to the use or occupation of the Leased Premises, this transaction or any document to which Tenant is a party creating or transferring any right, title or interest or estate in the Leased Premises (all of the foregoing, together with any and all penalties and/or interest thereon, being hereinafter sometimes collectively referred to as "Impositions", and any of the same being hereinafter sometimes referred to as an "Imposition"). Nothing herein contained shall require Tenant to pay income taxes assessed against Landlord, or any capital levy, corporation franchise, excess profits, estate, succession, inheritance or transfer taxes of Landlord, unless such taxes are imposed or levied upon or assessed as a total or partial substitute for, or in lieu of, any other Imposition required to be

paid by Tenant pursuant to this Section 5, in which event same shall be deemed Impositions and shall be paid by Tenant; provided, however, that if at any time during the term of this Lease, the method of taxation shall be such that there shall be levied, assessed or imposed on Landlord a capital levy, gross receipts or other tax directly on the rents received therefrom and/or a franchise tax or an assessment, levy or charge measured by or based, in whole or in part, upon such rents, the Leased Premises (including but not limited to the acquisition, leasing or use thereof) or the present or any future Improvements on the Leased Premises or the construction thereof and/or upon any personal property thereon or therein, then all such taxes, assessments, levies and charges, or the part thereof so measured or based, shall be deemed to be included within the term "Imposition" for the purposes hereof, but only to the extent that such taxes would be payable if the Leased Premises and the personal property were the only property of Landlord, and Tenant shall pay and discharge the same as herein provided in respect of the payment of Impositions. Tenant shall furnish to Landlord, promptly after payment thereof, official receipts or other satisfactory proof evidencing payment of real estate taxes and assessments, and upon request, any other Impositions. In addition, Tenant shall furnish to Landlord, annually, throughout the term of this Lease, a certificate executed by an executive officer of Tenant, stating that all Impositions have been paid to date. Upon Tenant's failure to pay such Impositions or failure to provide proof of such payment or failure to deliver any such certificate, as above provided, Landlord shall have the right, at Landlord's option, to require Tenant to promptly deposit with Landlord funds for the payment of current Impositions required to be paid by Tenant hereunder, and/or to require Tenant to deposit with

Landlord for payment of future Impositions one-twelfth (1/12th) of the current annual Impositions or those of the preceding years if the current amounts thereof have not been fixed, on the first day of each month in advance, except that all additional funds required for any payments thereof shall also be deposited as aforesaid on the first day of the final month during which or at the end of which a payment is due and payable without interest or penalty.

6. USE.

(a) Tenant shall be permitted to use the Leased Premises as a general office building and for any and all other lawful purposes, subject, however, to zoning ordinances, all rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities and the Board of Fire Insurance Underwriters and any similar bodies having jurisdiction thereof, and such conditions, restrictions and other encumbrances, if any, to which the Leased Premises are subject at the time of execution and delivery hereof.

(b) Tenant shall not use or occupy or permit the Leased Premises to be used or occupied, nor do or permit anything to be done in or on the Leased Premises or any part thereof, in a manner that would in any way violate any certificate of occupancy affecting the Leased Premises, or make void or voidable any insurance then in force with respect thereto, or that may make it impossible to obtain fire or other insurance thereon required to be furnished hereunder by Tenant, or that will cause or be likely to cause structural injury to any of the Improvements, or that will constitute a public or private nuisance or waste. Nothing in this Lease contained and no action or inaction

by Landlord shall be deemed or construed to mean that Landlord has granted to Tenant any right, power or permission to do any act or to make any agreement that may create, give rise to, or be the foundation for, any right, title, interest, lien, charge or other encumbrance upon the estate of Landlord in the Leased Premises.

7. COMPLIANCE WITH LAWS AND AGREEMENTS.

(a) Tenant shall, throughout the term of this Lease, and at Tenant's sole cost and expense, promptly comply, or cause compliance, with all laws, ordinances, orders, rules, regulations and requirements of all Federal, State, county, township and municipal governments and all governmental authorities having jurisdiction, and all departments, commissions, boards and officers thereof, whether present or future, foreseen or unforeseen ordinary or extraordinary, and whether or not the same shall be presently within the contemplation of Landlord and Tenant or shall involve any change of governmental policy, or require structural or extraordinary repairs, alterations, or additions, and irrespective of the cost thereof, which may be applicable to the Leased Premises; provided, however, that after the end of the twenty-fifth Lease Year, Tenant may elect not to comply or cause compliance with any such laws, etc., if (i) Tenant continues to pay all rent and additional rent hereunder, and (ii) Landlord is not subjected to any civil or criminal liability or penalties during the term of this Lease by reason of such non-compliance; and provided further, that Tenant may in good faith at any time contest the validity or applicability of any such laws, etc. as respects

Tenant or the Leased Premises, and shall not be in default for non-compliance therewith during the period of such contest, if (iii) Tenant pursues such contest diligently and in good faith, and (iv) Landlord or the Demised Premises are not subjected thereby to civil or criminal liability or penalty.

(b) Except as expressly provided in subsection 12(f) of this Lease, no abatement, diminution or reduction in rent or any other charges required to be paid by Tenant pursuant hereto shall be claimed by or allowed to Tenant for any inconvenience or interruption, cessation, or loss of business caused directly or indirectly, by any present or future laws, ordinances, rules, regulations, requirements or orders of the Federal, State, county, township or municipal governments or any other lawful authority whatsoever, or by priorities, rationing, or curtailment of labor or materials, or by war, civil commotion, strikes or riots, or any manner or thing resulting therefrom, or by any other cause or causes beyond the control of Landlord or Tenant, nor shall this Lease be affected by any such causes; and, except as expressly provided in subsection 12(f) of this Lease, no diminution in the amount of the space used by Tenant caused by legally required changes in the construction, equipment, fixtures, motors, machinery, operation or use of the Leased Premises shall entitle Tenant to any abatement, diminution or reduction of the rent or any other charges required to be paid by Tenant pursuant to the terms of this Lease.

#### 8. MAINTENANCE AND REPAIR

(a) Tenant shall promptly throughout the term of this Lease, at Tenant's cost and expense, take good care of and maintain the Leased Premises and all roadways, sidewalks

and curbs appurtenant thereto, which are not maintained by a public agency, in good order and repair, and shall promptly remove all accumulated snow, ice and debris from any and all roadways, sidewalks and curbs located upon or appurtenant to the Leased Premises and from any and all other sidewalks and curbs adjoining the Leased Premises which are not so maintained by a public agency.

(b) Tenant shall not commit or suffer to be committed any waste upon or about the Leased Premises, and shall promptly at its cost and expense, make all necessary replacements, restorations, renewals and repairs to the Leased Premises and appurtenances thereto, whether interior or exterior, structural or non-structural, ordinary or extraordinary, and foreseen or unforeseen. Repairs, restorations, renewals and replacements shall, to the extent reasonably possible, be at least equivalent in quality to the original work or the property replaced, as the case may be. Tenant shall not make any claim or demand upon or bring any action against the Landlord for any loss, cost, injury, damage or other expense caused by any failure or defect, structural or non-structural, of the Leased Premises or any part thereof.

(c) Landlord shall not under any circumstances be required to build any improvements on the Leased Premises, or to make any repairs, replacements, alterations or renewals of any nature or description to the Leased Premises or to any of the Improvements, whether interior or exterior, ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, or to make any expenditure whatsoever in connection with this Lease or to inspect or maintain the Leased Premises in any way. Tenant hereby waives the right to make repairs, replacements, renewals or restorations at the expense of Landlord pursuant to

any law in effect at the time of the execution of this Lease or hereafter enacted.

9. CHANGES, ALTERATIONS AND NEW CONSTRUCTION BY THE TENANT.

(a) Tenant shall have the right to make at any time and from time to time during the term of this Lease, at its cost and expense, changes, alterations and expansions to the building on the Leased Premises, subject, however, in all cases, to the following

(i) Landlord's prior written consent shall be required in each instance of any structural or exterior change or alteration (which consent shall not be unreasonably withheld); it shall not be unreasonable for Landlord to withhold such consent if the same shall be in violation of any mortgage affecting the Leased Premises or if such mortgagee shall not give its consent to the same, or if Tenant shall fail to provide Landlord with such evidence as Landlord shall reasonably require of Tenant's ability to complete the work without creating any lien on Landlord's estate in the Leased Premises.

(ii) No single change, alteration, or expansion involving a reasonably estimated cost of more than One Hundred Thousand (\$100,000.00) Dollars shall be made without the prior written consent of the Landlord and its mortgagee, which consent by Landlord shall not be unreasonably withheld; it shall not be unreasonable for Landlord to withhold such consent if Tenant shall fail to provide Landlord with such evidence as Landlord shall reasonably require of Tenant's ability to complete the work without creating any lien on Landlord's estate in the Leased Premises.

(iii) No change or alteration shall be undertaken until the Tenant shall have procured and paid for all required permits and authorizations of all municipal departments and governmental subdivisions having jurisdiction; and, at Tenant's expense, the Landlord shall join in application for such permits and authorizations whenever such action is necessary.

(iv) Any change, alteration, restoration or expansion on the Leased Premises involving a reasonably estimated cost of more than One Hundred Thousand (\$100,000.00) Dollars shall be conducted under the supervision of a licensed architect or engineer selected by Tenant and shall be made in accordance with detailed plans and specifications (the "Plans and Specifications") and cost estimates prepared and approved in writing by such architect or engineer, the Landlord (which approval Landlord agrees not unreasonably to withhold) and the Mortgagee, and upon such approval by Landlord and Mortgagee the provision contained in subsection (b) of this Section 9 shall be inapplicable with respect to the change or alteration thereby approved. Landlord and Mortgagee shall approve or disapprove in writing of said Plans and Specifications and costs estimates, stating their reasons for any disapproval within sixty (60) days following submission thereof to them by Tenant. Failure to approve or disapprove as aforesaid within said sixty (60) days shall be deemed to constitute approval.

(v) Any change or alteration shall be made promptly and in a good and workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning

laws and all other laws, ordinances, orders, rules, regulations and requirements of all Federal, State and municipal governments, departments, commissions, boards and officers, and in accordance with the orders, rules and regulations of the Board of Fire Insurance Underwriters and any other body hereafter exercising similar functions having jurisdiction over the Leased Premises.

(vi) The cost of any such change or alteration shall be caused to be paid by the Tenant, such that the Leased Premises shall at all times be free of liens for labor or materials supplied or claimed to have been supplied to the Leased Premises.

(vii) Any such change or alteration shall immediately upon incorporation into the Leased Premises be and become the property of the Landlord, subject, to the leasehold rights of the Tenant hereunder.

(viii) Tenant shall carry all necessary Workmen's Compensation Insurance, or shall be a qualified self-insurer under applicable law and shall furnish Landlord with evidence of any and all such coverage or qualification.

(ix) If any change, alteration, restoration or expansion is undertaken by Tenant pursuant to the provisions of Sections 11 or 12 of this Lease which involves a reasonably estimated cost of more than One Hundred Thousand (\$100,000) Dollars, then each request for payment shall be made on seven (7) days prior notice to Landlord and Mortgagee and shall be accompanied by a certificate to be made by the supervising architect or engineer, stating (i) that all of the work completed has been done in substantial compliance with the

approved Plans and Specifications, (ii) that the sum requested is justly required to reimburse the Tenant for payments by the Tenant, to, or is justly due to, the contractor, subcontractors, materialmen, laborers, engineers, architects or other persons including Tenant and its agents rendering services or materials for the work (giving a brief description of such services and materials), and that, when added to all sums previously paid out by the Landlord does not exceed 90% of the value of the work done to the date of such certificate, with final payment of the balance of the cost of the work to be made upon certification by the supervising architect or engineer and by the Mortgagee's appraiser as to completion in accordance with the approved Plans and Specifications, and (iii) that the amount of such proceeds remaining in the hands of the Landlord will be sufficient on completion of the work to pay for the same in full (giving in such reasonable detail as Landlord may require an estimate of the cost of such completion);

(x) If any change, alteration, restoration or expansion is undertaken by Tenant pursuant to the provisions of Sections 11 or 12 of this Lease which involves a reasonably estimated cost of more than One Hundred Thousand (\$100,000) Dollars, then each request shall be accompanied by waivers of lien satisfactory to Landlord and Mortgagee covering that part of the work for which payment or reimbursement is being requested. Landlord may also require that each request be accompanied by a search prepared by a title company or licensed abstractor or by other evidence, satisfactory to Landlord and Mortgagee that there has not been filed with respect to any part of the Premises any mechanic's or other lien or instrument for the retention of title in respect of any part of the work not discharged of record;

(xi) If any change, alteration, restoration or expansion is undertaken by Tenant pursuant to the provisions of Section 11 of 12 of this Lease which involves a reasonably estimated cost of more than One Hundred Thousand (\$100,000) Dollars, then the request for any payment after the work has been completed shall be accompanied by a copy of any certificate or certificates required by law to render occupancy of the Premises and all portions thereof legal.

(b) Notwithstanding anything to the contrary contained in this Lease, without Landlord's prior written approval, Tenant shall not make any alteration or change to the Leased Premises which would reduce the value thereof or decrease the size of or impair the structural integrity of any building comprising a part of the Leased Premises.

#### 10. INDEMNITY AND PUBLIC LIABILITY INSURANCE

(a) Tenant shall at all times indemnify Landlord for, defend Landlord against, and save Landlord harmless from, any liability, loss, cost, injury, damage or other expense whatsoever that may occur or be claimed by or with respect to any person(s) or property on or about the Leased Premises and resulting directly or indirectly from the use, misuse, occupancy, possession or unoccupancy of the Leased Premises by Tenant or any concessionaires, subtenants or other persons claiming through or under Tenant, or their respective agents, employees, licensees, invitees, guests or other such persons, or from the condition of the Leased Premises, Tenant shall, at its cost and expense, defend against any and all such actions, claims and demands and shall indemnify Landlord for all costs, expenses and liabilities

it may incur in connection therewith. Tenant shall not make any claim or demand upon or institute any action against the Landlord as a result of any such injury or damage.

(b) Tenant, at its cost and expense, shall obtain and maintain in force throughout the term of this Lease, general liability insurance against any loss, liability or damage on, about or relating to the Leased Premises, with limits of not less than One Million (\$1,000,000.00) Dollars for death or injuries to one person, not less than Three Million (3,000,000.00) Dollars for death or injuries to two or more persons from one occurrence, and not less than Five Hundred Thousand (\$500,000.00) Dollars for damage to property. Any such insurance obtained and maintained by Tenant shall name both Landlord and Tenant as the insured parties therein and shall be obtained and maintained from and with a reputable and financially sound insurance company(ies) authorized to issue such insurance in the State in which the Leased Premises are located. In lieu of naming Landlord as an insured party, Landlord will accept a provision in such insurance covering the liability of Tenant arising under Section 10(a) of this Lease.

(c) The policies of insurance required hereunder shall contain an agreement by the insurer that it will not cancel, or modify so as to adversely affect coverage under, such policy except after at least ten (10) days prior written notice to Landlord. Not less than fifteen (15) days prior to the expiration of any such insurance policy, Tenant shall deliver to Landlord a certificate evidencing the replacement or renewal thereof.

(d) Tenant shall furnish Landlord with duplicate original(s) or original certificate(s) of all such insurance policies, including renewal and replacement policies, together with written evidence that the premiums therefor have been paid. It is understood and agreed that said policies may be blanket policies covering other locations operated by Tenant, its affiliates or subsidiaries, provided that such blanket policies otherwise comply with the provisions of this Section 10.

11. PHYSICAL DAMAGE OR DESTRUCTION INSURANCE

(a) The Tenant shall throughout the term of this Lease, at its own cost and expense, obtain and maintain in full force and effect and in the name of Tenant, Landlord and, if so requested by Landlord, any Mortgagees:

(i) insurance against loss or damage by fire, casualty with extended coverage and vandalism, malicious mischief and flood insurance covering the building and improvements on the Leased Premises and all replacements, additions and improvements thereof and all fixtures, equipment and other personal property therein, in amounts sufficient to prevent Landlord or Tenant from becoming a co-insurer under the terms of the applicable policies, but in no event less than One Hundred (100%) percent of the insurable value thereof (such insurable value shall be determined from time to time, but not more frequently than once in any thirty-six (36) calendar months, at Tenant's expense, at the request of the Landlord, by an appraiser approved by Landlord);

(ii) if a sprinkler system shall be located in the Leased Premises, provide and keep in force sprinkler leakage insurance in amounts reasonably satisfactory to Landlord and any Mortgagees;

(iii) provide and keep in force such other insurance and in such amounts as may from time to time reasonably be required by any Mortgagees;

(iv) war risk insurance as and when such insurance is obtainable from the United States Government or any agency or instrumentality thereof, and a state of war or national or public emergency exists or threatens, and in an amount not less than 100% of the insurable value of the Leased Premises;

(v) Workmen's Compensation insurance subject to statutory limits or better in respect of any work or other operations on or about the Leased Premises; or self-insurance by Tenant, qualified and satisfactory under applicable law;

(vi) such other insurance with respect to the Leased Premises and in such amounts as Landlord from time to time may reasonably request against such other insurable hazards which at the time in question are commonly insured against by similar tenants occupying property similar to the Leased Premises; and

(vii) during the performance of any construction, builder's all-risk insurance, or other similar coverage approved by Landlord.

(b) All such insurance shall:

(i) be obtained and maintained from and with reputable and financially sound insurance company(ies) reasonably accept-

able to Landlord and any Mortgagee(s), authorized to issue such insurance in the jurisdiction in which the Leased Premises are located, and

(ii) be reasonably satisfactory to Landlord and to any Mortgagees; and

(iii) except for rent insurance, if any, provide that the proceeds of any loss shall be payable to Landlord, or if Landlord so requests to any Mortgagees, for the purposes set forth in this Lease;

(iv) the policies of insurance required hereunder shall contain an agreement by the insurer that it will not cancel, or modify so as to adversely affect coverage under, such policy except after at least ten (10) days' prior written notice to Landlord and any Mortgagees;

(v) provide that any loss otherwise payable thereunder shall be payable notwithstanding any act of negligence of Landlord or Tenant which might, absent such agreement, result in a forfeiture of all or part of the payment of such loss.

(c) Not less than fifteen (15) days prior to the expiration of any such insurance policy, Tenant shall deliver to Landlord a certificate evidencing the replacement or renewal thereof.

(d) The Tenant shall furnish Landlord and any Mortgagees with duplicate original(s) or original certificate(s) together with true copy(ies) of all such insurance policies, including renewal and replacement policy(ies), together with written evidence that the premiums therefor have been paid. It is understood and agreed that said policies may be blanket.

policies covering other locations operated by Tenant, its affiliates or subsidiaries provided that such blanket policies otherwise comply with the provisions of this Section 11.

(e) If any portion of the Leased Premises or any Improvements, fixtures or equipment thereof, thereon or therein or appurtenant thereto are damaged or destroyed by fire or other cause, Tenant shall forthwith give notice thereof to Landlord and Tenant shall, at its cost and expense, forthwith repair, restore, rebuild or replace the damaged or destroyed Improvements, fixtures and equipment, and complete the same as soon as reasonably possible, to the condition they were in prior to such damage or destruction, except for such changes in design or materials as may then be required by law or agreed to by Landlord and Tenant; provided, however that Tenant shall not be obligated to rebuild "Tenant Additions" except to the extent necessary to restore the Improvements to an architecturally sound and tenantable unit. The Landlord, in such event, shall, to the extent and at the times the insurer makes the proceeds of the insurance available, reimburse the Tenant for the costs of making such repairs, restoration, rebuilding and replacements, provided further that said reimbursements need be made only under such conditions that the Landlord and any Mortgagees are assured that at all times the Leased Premises shall be free of liens or claims of liens by reason of such work, and provided further that the portion of the proceeds paid out at any time shall not exceed the value of the actual work and materials incorporated in the repaired, restored, rebuilt or replaced Leased Premises and the conditions described in Section 9 are complied with. To the extent, if any, that the proceeds of insurance made available as aforesaid are insufficient to pay the entire cost of making such repairs,

restoration, rebuilding and replacements, the Tenant shall pay the amount by which such costs exceed the insurance proceeds made available as aforesaid. Any surplus of insurance proceeds over the cost of restoration shall be the property of the Tenant.

(f) In the event of any loss or destruction of the Leased Premises, Tenant shall promptly notify Landlord and any Mortgagees and shall make prompt proof of loss to the relevant insurance company(ies).

(g) The obligation to pay the rent provided for herein and to otherwise perform Tenant's obligations hereunder shall continue unabated by reason of such damage or destruction; that is, there shall be no abatement or diminution of rent or release from any of Tenant's obligations hereunder by reason of such damage or destruction regardless of the period of time, if any, during which the Leased Premises or any part thereof remain untenable, any statute or law to the contrary notwithstanding, except to the extent Landlord shall actually receive the proceeds of rent insurance as its sole property.

(h) The provisions and requirements of Section 9 shall apply with respect to any repairing, restoring, rebuilding or replacing made pursuant hereto; and same shall be made in accordance with the Plans and Specifications to the extent same is practicable.

(i) As to any loss or damage which may occur upon the property of a party hereto and be collected under any insurance policy(ies), such party hereby releases the other from any and all liability for such loss or damage to the extent of such amounts collected.

(j) Tenant shall not take out separate insurance contributing in the event of loss with that required to be furnished by Tenant under Sections 10 and 11 of this Lease, unless Landlord (and with respect to insurance described in Section 11, any Mortgagees designated by Landlord) are included therein as named insureds, with loss payable as in said Sections provided. Tenant shall immediately notify Landlord whenever any such separate insurance is taken out and shall deliver to Landlord duplicate original(s) thereof, or original certificate(s) evidencing the same with true copies thereof, as provided in this Lease.

12. CONDEMNATION AND REJECTABLE OFFER.

(a) In the event that at any time during the term of this Lease, title to the whole or materially all of the Leased Premises shall be taken by the exercise of the right of condemnation or eminent domain or by agreement between the Landlord (with the approval of Tenant, which approval Tenant agrees to not unreasonably withhold or delay) and those authorized to exercise such right, this Lease shall terminate and expire on the date of such taking and the rent provided to be paid by the Tenant shall be apportioned and paid to the date of such taking.

(b) If (i) twenty-five (25%) percent or more of the main building on the Leased Premises shall be taken or (ii) twenty-five (25%) percent or more of the parking accommodations shall be taken, or (iii) all reasonable means of ingress and egress to and from the Leased Premises are permanently eliminated by reason of such a taking, then and in any of such

events, Tenant shall have the right to terminate this Lease on thirty (30) days' notice to the Landlord given within ninety (90) days after the date of such taking of premises; provided, however, that Tenant may not terminate the Lease by reason of any such reduction of the parking accommodations if prior to the actual reduction Landlord shall have provided substitute parking areas adjacent to or in the immediate vicinity of the Leased Premises, which, together with the remaining parking accommodations, are sufficient to produce accommodations equal to seventy-five (75%) percent of the accommodations existing prior to such taking.

(c) If and when it shall be established that this Lease shall terminate pursuant to the provisions of subsection (a) or (b) of Section 12, then Tenant shall (i) be deemed to have hereby made an irrevocable offer (the "Offer") to purchase the remaining portion of the Leased Premises (or, in the case of the taking of the entire Leased Premises, the award payable in connection with such taking or the right to receive the same when made, if no payment thereof has yet been made) on such termination date, at a price (the "Purchase Price") determined in accordance with Exhibit B attached hereto, and (ii) if less than the entire Leased Premises shall have been taken, deliver to Landlord a certificate of Tenant, signed by the President or any Vice President thereof, stating that, in the judgment of the Board of Directors of Tenant, the portion of the Leased Premises so taken is sufficient to fulfill the conditions set forth in either subdivision (i) or (ii) of subsection (b) of Section 12. Notwithstanding the foregoing, in the event that this Lease shall terminate pursuant to the provisions of this

Section 12 during any Extended Term to which the initial term is extended pursuant to any provisions of this Lease, then the foregoing provisions of this subsection 12(c) shall be inapplicable and of no force or effect.

(d) If Landlord shall reject the Offer by notice given to Tenant not later than the 10th day prior to the date this Lease would terminate as a result of such taking, then, except with respect to obligations and liabilities of Tenant under this Lease, actual or contingent, which have arisen on or prior to such termination date, this Lease shall terminate on such termination date upon payment by Tenant of all installments of Minimum Rental and all other sums then due and payable under this Lease to and including such termination date. Anything herein contained to the contrary notwithstanding, if such termination date occurs, and any Mortgage on Landlord's interest in the Leased Premises is then in effect, any rejection by Landlord of the Offer shall be of no force or effect whatsoever unless accompanied by the written consent thereto of all Mortgagees.

(e) If Landlord shall not have rejected the Offer as provided in subsection (d) above, or if Landlord makes such rejection without the consent (if required) of any Mortgagee, then Tenant shall forthwith give notice thereof to Landlord, and if such rejection is not made and/or such consent is not given, as the case may be, within five (5) days after Landlord's receipt of such notice from Tenant, then Landlord shall be conclusively presumed to have accepted the Offer, and on such termination date (the "Closing Date") Landlord shall transfer and convey the remaining portion of the Leased Premises, if any, to Tenant or its designee upon the terms and provisions set forth

in subsections 23(a) and 23(b) hereof, and Landlord shall assign to Tenant or its designee all its right, title and interest in and to the "Net Award" (whether or not such "Net Award" or any part thereof shall have been received by Landlord), against payment by Tenant of the Purchase Price therefor together with all installments of Minimum Rental and all other sums then due and payable under this Lease to and including such Closing Date. In the event of the termination of this Lease pursuant to this Section 12, and only if Tenant shall have purchased the Leased Premises pursuant to this Section 12, Tenant or its designee shall be entitled to the "Net Award" payable in connection with such taking (the entire award less all of Landlord's expenses related thereto being herein called the "Net Award"). Notwithstanding anything contained in this Lease to the contrary (i) in the event of the termination of this Lease pursuant to this Section 12, and if Tenant shall not have purchased the Leased Premises pursuant to the provisions of this Section 12, or (ii) if this Lease is terminated pursuant to the provisions of this Section 12 after the expiration of the initial term of this Lease; then in either of such events, Landlord shall be entitled to the entire award payable in connection with such taking, except as otherwise provided in Section 12(i).

(f) In the event of any taking of the Leased Premises and if this Lease shall not terminate as provided in subsections 12(a) and 12(b) above, then this Lease shall continue unaffected (except as hereinafter specifically otherwise provided) and the Landlord shall be entitled to all awards, damages, consequential damages and compensation for such taking and the Tenant shall not be entitled to share in any such award or have any claim against Landlord for any part thereof, provided: (i)

Landlord shall, to the extent the Net Award paid for the Improvements on the Leased Premises are made available by the condemning authority to Landlord, reimburse Tenant for its cost of demolition, repair, rebuilding and restoration to return Improvements to a tenantable condition as and when expended and subject to the provisions and conditions contained in Section 9 above, which provisions and conditions shall be deemed to apply to such demolition, repair, rebuilding and restoration; and (ii) the Minimum Rental payable by Tenant to Landlord under Section 3 hereof, from and after the date of restoration of the Leased Premises, shall be reduced by an amount equal to the product obtained by multiplying the amount of the Net Award retained by Landlord, if any, after restoration of the Leased Premises by Tenant, as provided herein, by 10.25%. In the event of any taking which does not result in a termination of this Lease, Tenant shall promptly make such demolition, repairs, rebuilding and restorations as are necessary to return the Leased Premises to a tenantable condition (in accordance with the Plans and Specifications, to the extent same is practicable), and in the event that the cost of such demolition, repairs, rebuilding and restorations shall exceed the Net Award collected by the Landlord, the Tenant shall pay the deficiency.

(g) In the event Landlord is advised of an impending condemnation, the Landlord shall give notice of such fact to the Tenant and the Tenant at its election shall be entitled to participate in any negotiations or litigation with the condemning authority.

(h) Notwithstanding the foregoing, Tenant, at its cost and expense, shall be entitled to separately claim, in

any condemnation proceeding, any damages payable for "Tenant's Property" and for Tenant's loss of business, and for Tenant's relocation costs; provided Landlord's award is not reduced or otherwise adversely affected thereby.

(i) In the event that during the term of this Lease, Tenant has constructed at its sole cost and expense on the Leased Premises further improvements or additions or expansions to the improvements existing thereon as of the execution date hereof, which construction shall have increased the gross rentable area of the enclosed improvements on the Leased Premises (such construction is herein referred to as "Tenant Addition(s)", then upon a termination of this Lease pursuant to subsections (a) or (b) of Section 12, and provided Landlord shall not have accepted Tenant's offer made pursuant to subsection (c) of Section 12, then the Net Award shall be apportioned in the following order of priority:

(A) Landlord shall receive the first \$ 2,570,086.00 of such Net Award;

(B) Tenant shall receive an amount equal to its actual cost of constructing the Tenant Addition(s) multiplied by a fraction the numerator of which is the number of years remaining from the date of the taking until the expiration of the term of the Lease, including Extended Terms to the extent Tenant has exercised its Option with respect thereto prior to such taking and the denominator of which is the number of years from the date of completion of the Tenant Addition to the expiration of the term of the Lease, including Extended Terms, as above. Tenant agrees that it shall furnish to Landlord, for Landlord's reasonable review and approval such evidence of the actual cost of any Tenant Addition(s) as Landlord shall reasonably require.

(C) Landlord shall receive the balance, if any, of the Net Award.

13. REMOVAL OF TENANT'S PROPERTY.

Provided the Tenant is not then in default hereunder, the Tenant shall have the right, at any time during the term of this Lease, to remove "Tenant's Property", consisting of machinery, furniture, movable or re-locatable partitions, trade equipment, business and trade fixtures, and other trade equipment placed, installed, supplied or made by it in or on the Leased Premises at Tenant's cost and expense (without any contribution or reimbursement therefor by Landlord), and which may be removed without material injury to the Leased Premises, provided, however, that any damage to the Leased Premises or any part thereof occasioned by such removal shall be repaired by the Tenant at Tenant's cost and expense. As used herein and hereafter, the term "Tenant's Property" shall not include or be deemed to include any item now or hereafter installed in or on the Leased Premises that is an integral part of the building, including, without limiting the generality of the foregoing, heating, ventilating, and air conditioning plants and systems, electrical and plumbing fixtures and systems and other like equipment and fixtures, if any.

14. SUBORDINATION, NON-DISTURBANCE, NOTICE TO LESSORS AND MORTGAGEES.

(a) This Lease, and all rights of Tenant hereunder, are and shall be subject and subordinate in all respects to all ground and underlying leases of all or any portions of the Leased Premises, now or hereafter existing, and to all mortgages which may now or hereafter affect all or any portions of the Leased Premises and/or any of such leases, to each

and every advance made or hereafter to be made under such mortgages, and to all renewals, modifications, replacements and extension of such leases and such mortgages and spreaders and consolidations of such mortgages; provided, that, as to any such leases and/or mortgages that become liens of record after the execution of this Lease (1) the lessors and/or mortgagees thereunder shall each enter into a non-disturbance agreement, in favor of Tenant, to provide that in the event its said mortgage shall be foreclosed or its said lease shall be terminated, as the case may be, and provided that Tenant is not then in default hereunder, this Lease shall not terminate on account thereof so long as the Tenant continues to pay the rents reserved in this Lease and otherwise does not become in default hereunder, and (2) such leases and/or mortgages shall provide (or the lessors thereunder and/or the holders thereof, as the case may be, shall separately agree) that so long as Tenant is not in default under this Lease beyond any period herein permitted to cure same, the proceeds of any insurance on the Leased Premises payable by reason of fire or other insured casualty and of any award for any partial taking by eminent domain (not resulting in termination of this Lease as herein provided), shall first be applied in payment of the cost of restoring the Leased Premises after such injury or taking, before any part of such proceeds or award shall be paid to any such lessors as its or their property and before any part of such proceeds or award shall be applied on account of any part of such mortgage debts. The lien of any such mortgages shall not cover any Tenant's Property.

The provisions of this subsection (a) shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall promptly execute and deliver any instruments that Landlord, the lessor of any such lease or the holder of any such mortgage, or any of their respective successors in interest, may reasonably request to evidence such subordinations. The lease(s) to which, at the time in question, this Lease is subject and subordinate are hereinafter sometimes called "Superior Lease(s)" and the lessor(s) of a Superior Lease or its (their) successor(s) in interest, at the time in question, is (are) sometimes hereinafter called "Superior Lessor(s)". The mortgage(s) to which, at the time in question, this Lease is subject and subordinate are hereinafter sometimes called "Mortgage(s)", and the holder(s) of a Mortgage or its (their) successor(s) in interest, at the time in question, is (are) sometimes hereinafter called "Mortgage(s)". The subordination provided for in this Section shall not be effective unless and until Tenant shall have been given notice of the existence of such Superior Lease or Mortgage (as the case may be) in the manner herein provided. The words "mortgage(s)" and "Mortgage(s)" as used herein includes mortgages, deeds of trust and other similar instruments. If any Mortgagees shall, from time to time, so require, this Lease shall be prior in lien to the lien of its or their respective Mortgages.

(b) In the event of any act or omission of Landlord which would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction, Tenant shall not exercise such right (i) until it has given written notice

of such act or omission to each Mortgagee and each Superior Lessor whose name and address shall previously have been furnished to Tenant in writing, and (ii) unless such act or omission shall be one which is not capable of being remedied by Landlord or any Mortgagee or Superior Lessor within a reasonable period of time, until a reasonable period for remedying such act or omission shall have elapsed following the giving of such notice and following the time when all such Mortgagees and Superior Lessors shall have become entitled under such Mortgages or Superior Leases, as the case may be, to remedy the same (which reasonable period shall in no event be less than the period to which Landlord would be entitled under this Lease or otherwise, after similar notice, to effect such remedy), provided any such Mortgagee or Superior Lessor shall with due diligence give Tenant written notice of intention to and shall commence and continue to remedy such act or omission, but nothing herein contained shall obligate any Mortgagee or Superior Lessor to do so unless it so elects.

(c) If a Superior Lessor or a Mortgagee shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then at the request of such party so succeeding to Landlord's rights (herein sometimes called "Successor Landlord") and upon such Successor Landlord's written agreement to accept Tenant's attornment which such Successor Landlord shall agree to accept if so requested by Tenant, Tenant shall attorn to and recognize such Successor Landlord as Tenant's landlord under this Lease, and shall promptly execute and deliver any instrument that such Successor Landlord may reasonably request to evidence such attornment.

Upon such attornment this Lease shall continue in full force and effect as, and as if it were, a direct lease between the Successor Landlord and Tenant upon all of the terms, covenants and conditions set forth in this Lease, and all such terms, covenants and conditions shall be applicable after such attornment except that the Successor Landlord shall:

(i) not be liable for any previous act or omission of Landlord under this Lease,

(ii) not be subject to any offset, not expressly provided for in this Lease, which shall have therefore accrued or which may thereafter accrue to Tenant against Landlord,

(iii) not be bound by any previous modification of this Lease, not expressly provided for in this Lease, other than a modification of this Lease executed by Tenant prior to notice to Tenant given hereunder of the execution of any Superior Lease or Mortgage, or by any previous prepayment of more than one month's Minimum Rental, unless such modification or prepayment shall have been expressly approved in writing by the Superior Lessor(s) or the Mortgagee(s) through or by reason of which the Successor Landlord shall have succeeded to the rights of Landlord under this Lease.

15. NON-WAIVER.

Neither a failure by the Landlord to exercise any of its options hereunder, nor failure to enforce its rights or seek its remedies upon any default, nor the acceptance by the Landlord of any rent accruing before or after any default, shall effect or constitute a waiver of the Landlord's right to exercise such option, to enforce such right, or to seek such remedy with respect to that default or to any prior or

subsequent default. The remedies provided in this Lease shall be cumulative and shall not in any way abridge, modify or preclude any other rights or remedies to which the Landlord may be entitled either at law or in equity.

16. QUIET ENJOYMENT.

If the Tenant pays the rent it is obligated hereunder to pay, and observes all other terms, covenants and conditions hereof, it may peaceably and quietly have, hold and enjoy the Leased Premises during the term of this Lease, subject, however, to all the terms of this Lease. No failure by Landlord to comply with the foregoing covenant shall give Tenant any right to cancel or terminate this Lease or to abate, reduce or make any deduction from or offset against any rent or any other sum payable under this Lease, or to fail to perform any other obligations of Tenant hereunder.

17. ASSIGNMENT AND SUBLETTING.

(a) Tenant shall not sublet the Leased Premises, nor any part thereof, nor assign, or otherwise dispose of this Lease or any interest therein, or any part thereof, without Landlord's prior written consent in each of the foregoing cases, which consent, however, to an assignment of this Lease, or subletting of the Leased Premises, shall not be unreasonably withheld, provided the following conditions are complied with:

(i) Any assignment shall transfer to the assignee all of the Tenant's rights in, and interests under, this Lease.

(ii) At the time of any assignment and/or subletting, this Lease must be in full force and effect without any default thereunder on the part of the Tenant.

(iii) Any assignee shall assume, by written, recordable instrument, in form and content satisfactory to Landlord, the due performance of all of Tenant's obligations under this Lease including any accrued obligations at the time of the assignment. A copy of any assignment and an assumption agreement, both in form and content satisfactory to Landlord, fully executed and acknowledged by the assignee, together with a certified copy of a properly executed corporate resolution (if the assignee be a corporation) authorizing such assumption agreement, shall be sent to Landlord within ten (10) days from the effective date of such assignment.

(iv) A copy of any sublease fully executed and acknowledged by the Tenant and the sublessee, shall be mailed to Landlord within ten (10) days from the effective date of such subletting.

(v) Such assignment and/or subletting shall be upon and subject to all the provisions, terms, covenants and conditions of this Lease and the Tenant-assignor (and any guarantor(s) of this Lease) and such assignee(s) shall continue to be and remain liable thereunder, except that Tenant may impose upon its sub-tenant such other and further conditions as it may require.

(vi) Each sublease permitted under this Section shall contain provisions to the effect that (a) such sublease is subject and subordinate to all of the terms, covenants and conditions of this Lease and to all of the rights of Landlord thereunder, and (b) in the event this Lease shall terminate before the expiration of such sublease, the lessee thereunder will, at Landlord's option, attorn to Landlord and waive any rights the lessee may have to terminate the sublease or to surrender possession thereunder, as a result of the termination of this Lease.

(b) Notwithstanding anything contained in this Lease to the contrary and notwithstanding any consent by Landlord to any sublease of the Leased Premises, no subtenant shall assign its sublease nor further sublease the Leased Premises, or any portion thereof, without Landlord's prior written consent in each of such cases.

(c) Notwithstanding anything contained in this Lease to the contrary, should Tenant desire to assign this Lease or sublet more than 60% of the Leased Premises, it shall give written notice of its intention to do so to Landlord sixty (60) days or more before the effective date of such proposed subletting or assignment and Landlord may, at any time within thirty (30) days after the receipt of such notice from Tenant, cancel this Lease by giving Tenant written notice of its intention to do so, in which event such cancellation shall become effective upon the date specified by Landlord, but not less than thirty (30) days nor more than ninety (90) days after its receipt by Tenant, with the same force and effect as if said cancellation date were the date originally set forth as the expiration date of the term of this Lease.

(d) Tenant's failure to comply with all of the provisions and conditions of this Section 17 and all of the subsections hereof shall (whether or not Landlord's consent is required under this Section), at Landlord's option, render any purported assignment or subletting null and void and of no force and effect.

(e) Without the prior written consent of the Landlord, Tenant may not mortgage, pledge or otherwise encumber its leasehold estate hereunder, except as hereinafter provided.

(f) Tenant may mortgage, pledge or otherwise encumber its leasehold estate hereunder to an Institutional Lender acting for itself or as Trustee without the consent of Landlord. In the event of such mortgage, pledge or encumbrance of the leasehold estate, Landlord agrees that upon request Landlord will serve upon such leasehold mortgagee a copy of notices required to be given to Tenant hereunder and further to allow any such leasehold mortgagee the option to cure any default of Tenant by delivering to Landlord within five (5) days after the expiration of any grace period applicable to a particular default, an instrument in writing guaranteeing that it will cure such default or other security, reasonably sufficient in the opinion of Landlord to assure the curing of such default within a reasonable period of time thereafter, not to exceed the lesser of thirty (30) days or the time within which such default may be cured without giving any Mortgagee (of Landlord's estate) the right to accelerate any Mortgage of the Leased Premises. In such event, Landlord shall accept performance by a leasehold mortgagee as performance by Tenant.

(g) Notwithstanding anything to the contrary herein, Tenant may sublet the Leased Premises or any part thereof to The Southern Company or any subsidiaries of the Tenant or of the Southern Company.

18. ENTRY BY LANDLORD

Landlord, any Superior Lessor(s) and any Mortgagee(s), and their respective duly authorized representatives shall have the right to enter the Leased Premises at all reasonable times for the purposes of:

(a) inspecting the conditions of same and making such repairs, alterations, additions, or improvements thereto as may be necessary or desirable if Tenant fails to do so as required hereunder (but the Landlord shall have no duty whatsoever to make any such inspections, repairs, alterations, additions, or improvements); and

(b) exhibiting the same to persons who may wish to purchase or lease the same, and, during the last six (6) months of the term of this Lease, placing a notice of reasonable size on the Leased Premises offering the same or any part thereof for sale or rent.

19. TENANT'S DEFAULT

The following shall be defined and deemed as an "Event of Default": (a) if Tenant shall default in the payment of any rent and if Tenant shall fail to cure said default within five (5) business days after receipt of notice of such default from Landlord (provided, however, that Landlord need give such notice and Tenant shall have such times to cure not more than two (2) times in any calendar year); or, (b) if Tenant shall default in the performance or observance of any other term, covenant or condition to be performed or

observed by Tenant under this Lease and if Tenant shall fail to cure said default within twenty (20) days after receipt of notice of said default from Landlord, or if said default shall reasonably require longer than twenty (20) days to cure, if Tenant shall fail to commence to cure said default within twenty (20) days after receipt of notice thereof and continuously prosecute the curing of the same to completion with due diligence, or (c) if there shall be a default on the lessee's part (i) under any other lease covering other premises demised by Landlord to Tenant or to any Guarantor hereof, or (ii) under a lease which is guaranteed by any Guarantor hereof, or (d) if Tenant shall make an assignment of its property for the benefit of creditors or shall commence the institution of any proceedings relating to it or its property under any bankruptcy or insolvency laws of any jurisdiction or shall petition to any court for, or consent to, the appointment of a receiver, trustee or assignee of it or any part of its property, or (e) if Tenant shall be declared bankrupt or insolvent according to law, or (f) if any bankruptcy or insolvency proceedings shall be commenced against Tenant and shall not be dismissed within ninety (90) thereafter, or (g) if a receiver, trustee, or assignee shall be appointed without the consent of Tenant in any bankruptcy or insolvency proceedings for Tenant or for the property of Tenant and shall not be discharged within ninety (90) days thereafter, or (h) if Tenant shall be liquidated or dissolved, or shall begin proceedings toward its liquidation or dissolution, or shall, in any manner, permit the divestiture of substantially all of its assets, or (i) if, as a result of any

Tenant being in default hereunder, an event of default shall have occurred and be continuing under any Superior Lease or Mortgage. The word "Tenant" as used in clauses d, e, f, g, h and i of this Section 19 shall mean the then Tenant hereunder and/or any Guarantor(s) and/or other persons who or which are liable for Tenant's obligations under this Lease. If this Lease is terminated pursuant to this Section 19, Tenant waives (a) the benefit of any laws now or hereafter in force exempting property from liability for rent or for debt and (b) the service of any notice which may be required by any present or future statute, law or decision.

In case of any Event of Default hereinbefore provided the Landlord shall have the immediate right of re-entry and may remove all persons and property from the Demised Premises by summary proceedings, force or otherwise. In addition, in the event of any Event of Default (whether or not Landlord shall elect to re-enter or to take possession pursuant to legal proceedings or pursuant to any notice provided for by law) Landlord shall have the right, at its option, to terminate this Lease on not less than two (2) days' notice to Tenant and upon the giving of said notice, this Lease and the term hereof shall cease and expire on the date set forth in said notice as if said date were the expiration date originally set forth herein and/or it may from time to time, whether or not this Lease be terminated, make such alterations and repairs as may be reasonably necessary in order to relet the Demised Premises and/or relet the Demised Premises or any part(s) thereof for such term or terms (which may extend beyond the term of this Lease) and at such rental(s) and upon such other terms and conditions as Landlord in its sole reasonable discretion may deem advisable;

upon each such reletting all rentals received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness (other than rental due hereunder) of Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees (at no greater than applicable real estate board rates) and reasonable attorneys' fees and of cost of such alterations and repairs, third, to the payment of rental(s) due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rental(s) and other payments required to be made by Tenant hereunder as the same may become due and payable hereunder, with the right reserved to Landlord to bring such action(s) or proceeding(s) for the recovery of any deficits remaining unpaid without being obliged to await the end of the term for a final determination of Tenant's account, and the commencement or maintenance of any one or more actions shall not bar Landlord from bringing other or subsequent actions for further accruals pursuant to the provisions of this Section. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly subject to Landlord's right of action(s) or proceeding(s) as aforesaid. No such re-entry or taking possession of said Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for

such previous default. Should Landlord at any time terminate this Lease for any default, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such default as damages for loss of the bargain and not as a penalty, including the cost of recovering the Demised Premises, reasonable attorneys' fees, and including the worth, at the time of such termination, of the excess, if any, of the amount of rental and charges equivalent to rental reserved in this Lease for the remainder of the then term of this Lease, over the aggregate rental value of the Demised Premises for the remainder of such term, all of which shall be immediately due and payable from Tenant to Landlord. If any statute or rule of law shall validly limit the amount of the damages provided for in the immediately preceding sentence to less than the amount above agreed upon, Landlord shall be entitled to the maximum amount allowable under such statute or rule of law. In the event Tenant does not comply with its obligations under this Lease, Landlord shall also have the right to appropriate injunctive relief. The rights and remedies whether herein or anywhere else in this Lease provided shall be cumulative and the exercise of any one shall not preclude the exercise of or act as a waiver of any other right or remedy of Landlord hereunder, or which may be existing at law, or in equity or by statute.

20. TAX APPEALS AND CONTESTS.

(a) Tenant shall have the right, at its cost and expense, to contest the amount or validity, in whole or in part, of any Imposition of any kind by appropriate proceedings diligently conducted in good faith, but no such contest shall be carried on or

maintained by Tenant after the time limit for the payment of any Imposition unless the Tenant, at its option; (i) shall pay the amount involved under protest; or (ii) shall procure and maintain a stay of all proceedings to enforce any collection of any Imposition, together with all penalties, interest, costs and expenses, by a deposit of a sufficient sum of money, or by such undertaking, as may be required or permitted by law to accomplish such stay; or (iii) shall deposit with Landlord or any Superior Lessor or Mortgagee, as security for the performance by the Tenant of its obligations hereunder with respect to such Impositions, such reasonable security as may be demanded by the Landlord or any Superior Lessor or Mortgagee to ensure payment of such contested Imposition and all penalties, interest, costs and expenses which may accrue during the period of the contest. Upon the termination of any such proceedings, it shall be the obligation of Tenant to pay the amount of such Imposition or part thereof, as finally determined in such proceedings, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees (including counsel fees), interest, penalties or other liabilities in connection therewith, whereupon the Landlord shall return to the Tenant all amounts, if any, held by or on behalf of Landlord which were deposited by the Tenant in accordance with the provisions hereof.

(b) Tenant shall have the right, at its cost and expense, to seek a reduction in the valuation of the Leased Premises assessed for tax purposes and to prosecute any action or proceeding in connection therewith. Tenant shall be authorized to collect any tax refund of any tax paid by Tenant obtained by reason thereof and to retain the same.

(c) Landlord agrees that whenever Landlord's cooperation is required in any of the proceedings brought by Tenant as aforesaid, Landlord will reasonably cooperate therein at Tenant's sole cost and expense, and Tenant will pay, indemnify and save Landlord harmless for and from, any and all liabilities, losses, judgments, decrees, costs and expenses (including all reasonable attorneys' fees and expenses) in connection with any such contest and will, promptly after the final settlement, fully pay and discharge the amounts which shall be levied, assessed, charged or imposed or be determined to be payable therein or in connection therewith, and Tenant shall perform and observe all acts and obligations, the performance of which shall be ordered or decreed as a result thereof. No such contest shall subject Landlord or any Superior Lessor or Mortgagee to the risk of any material civil liability or the risk of any criminal liability, and Tenant shall give such reasonable indemnity or security to Landlord, any Superior Lessor and any Mortgagee as may reasonably be demanded by any of them to insure compliance with the foregoing provisions of this Section 20.

21. SIGNS. Tenant, may during the term of this Lease, upon obtaining any and all necessary permits from governmental authorities, paint or erect and maintain, at its cost and expense, signs of such dimensions and materials as it may reasonably deem appropriate in or about the Leased Premises. Such signs shall, at the option of the Landlord, be removed by Tenant upon the termination of its occupancy of the Leased Premises.

22. SURRENDER OF PREMISES. At the expiration or sooner termination of the term of this Lease, Tenant shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, but in tenant's

dition except as provided in Section 7 as to non-compliance with applicable laws, etc., and shall surrender all keys for the Leased Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Leased Premises. Tenant shall at such time remove all of its trade fixtures, and any alterations or improvements requested by Landlord and shall repair any damage to the Leased Premises caused thereby, and any or all of such property not so removed shall, at Landlord's option, become the exclusive property of Landlord or be disposed of by Landlord, at Tenant's cost and expense, upon ten (10) days prior notice to Tenant. If the Leased Premises be not surrendered as and when aforesaid, Tenant shall indemnify Landlord against loss or liability resulting from the delay by Tenant in so surrendering the Leased Premises including, without limitation, any claims made by any succeeding occupant founded on such delay. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

23. PROCEDURE UPON PURCHASE.

(a) In the event of the purchase of the Leased Premises or any portion thereof by Tenant pursuant to any provision of this Lease, Landlord need not transfer and convey to Tenant or its designee any better title thereto than existed at the time of the execution of this Lease, and Tenant shall accept such title, subject, however, to all liens, encumbrances, charges, exceptions and restrictions on, against or relating to the Leased Premises and to all applicable laws, regulations and ordinances, but free of the lien of and security interest created by any Mortgages and free of any liens, encumbrances,

charges, exceptions and restrictions which have been created by or resulted from acts of Landlord during the term of this Lease which were not consented to or requested by Tenant.

(b) Upon the Closing Date for any such purchase by Tenant of the Leased Premises or any portion thereof pursuant to any provisions of this Lease, Tenant shall pay to Landlord, by certified check, bank check or in Federal funds, as Landlord may designate, at Landlord's address set forth above, or at any other place within the continental United States designated by Landlord, the Purchase Price therefor specified herein, and the following shall then occur:

(i) Landlord shall there deliver to Tenant a deed which describes the Leased Premises or the portion thereof then being sold to Tenant and conveys and transfers the title thereto which is described in subsection 23(a) above;

(ii) Landlord shall deliver to Tenant such other instruments as shall be necessary to transfer to Tenant or its designee any other property then required to be sold by Landlord to Tenant pursuant to this Lease;

(iii) Tenant shall pay all charges incident to such conveyance and transfer, including, without limitation, reasonable counsel fees, escrow fees, recording fees, title insurance premiums and all applicable Federal, State and local taxes (other than any income or franchise taxes levied upon or assessed against Landlord) which may be incurred or imposed by reason of such conveyance and transfer and by reason of the delivery and/or recording of such deed and such other instruments;

(iv) Upon the completion of such purchase and the payment of the Purchase Price, but not prior thereto (whether or not any delay in the completion of or the failure to complete such purchase shall be the fault of Landlord), this Lease and all obligations hereunder (including the obligations to pay the Rental and additional charges) shall terminate with respect to the Leased Premises, except with respect to actual or contingent obligations and liabilities of Tenant under this Lease which arose on or prior to the Closing Date.

24. BROKER'S COMMISSION. Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, except only for a claim for brokerage commission due to Realty Resources, Inc. and Molton, Allen & Williams, Inc. which commission shall be paid by Tenant, and except for such claim each of the parties agrees to indemnify and defend the other against and to hold it harmless from, all losses, costs, damages, expenses and liabilities to the extent any such claim is asserted to arise out of claimant's contract or claim having been through the party to be charged.

25. "LANDLORD" DEFINED.

(a) The term "Landlord" as used in this Lease means only the owner of the Leased Premises, or the Mortgagee in possession of the Leased Premises, for the time being; so that in the event of any sale or other transfer of the Leased Premises, Landlord shall be and hereby is entirely freed and relieved of all liabilities and obligations of Landlord hereunder, and it shall be deemed without further agreement between the parties and any successor of Land-

lord, that such successor has assumed and agreed to perform and observe all liabilities and obligations of Landlord hereunder.

(b) It is specifically understood and agreed that there shall be no personal liability on Landlord in respect to any of the terms, covenants, conditions or provisions of this Lease, and in the event of a breach or default by Landlord of any of its liabilities and obligations under this Lease, Tenant and any persons claiming by, through or under Tenant shall look solely to the equity of the Landlord in the Leased Premises for the satisfaction of Tenant's and such persons' remedies and claims for damages.

26. TENANT'S PAYMENTS. Each and every payment and expenditure to be made by Tenant under this Lease shall be deemed to be additional rent, and Landlord's rights in the event of Tenant's default in making any such payment or expenditure shall be the same as in the case of a default in the payment of the rents reserved in Section 3 hereof.

27. RIGHT TO CURE DEFAULTS. If Tenant shall fail to fully comply with any of its liabilities or obligations under this Lease (including, without limitation, its obligations to make repairs, maintain various policies of insurance, comply with all

laws, ordinances and regulations and pay all Impositions and bills for utilities), then three (3) days after the giving of written notice of such breach to Tenant (except that prior written notice shall not be required in the event of an emergency) Landlord shall have the right, at its option, to cure such breach at Tenant's cost and expense. Tenant agrees to reimburse Landlord (as additional rental) for all losses, costs, damages and expenses resulting therefrom or incurred in connection therewith, together with interest thereon (at a rate equal to the "Maximum Rate"), promptly upon demand.

28. COVENANT AGAINST LIENS.

(a) If, because of any act or omission (or alleged act or omission) of Tenant, any mechanic's or other lien, charge or order for the payment of money or other encumbrances shall be filed or imposed against Landlord, any Superior Lessor, any Mortgagee, and/or any portion of the Leased Premises (whether or not such lien, charge, order or encumbrance is valid or enforceable as such), Tenant shall, at its cost and expense, cause same to be discharged of record or bonded within ten (10) days after notice to Tenant of the filing or imposition thereof; and Tenant shall indemnify and defend Landlord against and save Landlord harmless from all losses, costs, damages, expenses, liabilities, suits, penalties, claims, demands and obligations, including, without limitation, reasonable counsel fees, resulting therefrom. If Tenant fails to comply with the foregoing provisions, Landlord shall have the option of discharging or bonding any such lien, charge, order or encumbrance, and Tenant agrees to reimburse Landlord (as additional rental) for all losses, costs, damages and expenses resulting therefrom or incurred in connection therewith, together with

interest thereon (at a rate equal to the "Maximum Rate"), promptly upon demand.

(b) All materialman, contractors, artisans, mechanics, laborers and any other persons now or hereafter furnishing any labor, services, materials, supplies or equipment to Tenant with respect to any portion of the Leased Premises, are hereby charged with notice that they must look exclusively to Tenant to obtain payment for same. Notice is hereby given that the Landlord shall not be liable for any labor, services, materials, supplies or equipment furnished or to be furnished to the Tenant upon credit, and that no mechanic's or other lien for any such labor, services, materials, supplies or equipment shall attach to or affect the reversion or other estate or interest of the Landlord in and to the Leased Premises.

29. RIGHT OF REDEMPTION. To the extent permitted by law, Tenant waives any and all rights of redemption, re-entry and repossession conferred by statute or otherwise upon the expiration or sooner termination of the term hereof, or upon the entry of final unappealable judgment for recovery of possession through any action or proceeding.

30. LANDLORD'S AND TENANT'S CERTIFICATES. Landlord and Tenant shall, each without charge at any time and from time to time, within ten (10) days after request by the other party, certify by written instrument, duly executed, acknowledged and delivered to any ground lessor, mortgagee, assignee of any mortgagee or purchaser, or any proposed mortgagee, or proposed assignee or sub-tenant or Tenant or any other person, firm or corporation specified by Landlord or Tenant:

A. That this Lease and all "Guarantees" (hereinafter defined) are unmodified and in full force and effect (or, if there has been modification, that the same is in full force and effect as modified and stating the modifications);

B. Whether or not there are then existing any setoffs or defenses against the enforcement of any of the agreements, terms, covenants or conditions of this Lease or of any Guarantees upon the part of the Landlord or Tenant or any said Guarantors, as the case may be, to be performed or complied with (and, if so, specifying the same and the steps being taken to remedy the same); and

C. The dates, if any to which the rental(s) and other charges under this Lease have been paid in advance.

Tenant shall cause any and all of its said certifications which refer to any Guarantors or Guarantees to be executed and acknowledged by the relevant Guarantors.

31. COUNTERCLAIMS.

It is mutually agreed that in the event Landlord commences any summary proceedings for non-payment of any rental(s), Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding, unless such counterclaim is compulsory under the applicable rules of procedure.

32. NET LEASE; NON-TERMINABILITY. This is an absolute net lease, and, except as otherwise specifically provided in Section 12 hereof, this Lease shall not terminate nor shall Tenant have any right to terminate this Lease; nor shall Tenant be entitled to any abatement, deduction, deferment, suspension or reduction of, or set-off, defense or counterclaim against, any rentals, charges, or other sums payable by Tenant under this Lease; nor shall the respective obligations of Landlord and Tenant

be otherwise affected by reason of damage to or destruction of the Leased Premises from whatever cause, any taking by condemnation, eminent domain or by agreement between Landlord and those authorized to exercise such rights, the lawful or unlawful prohibition of Tenant's use of the Leased Premises, the interference with such use by any persons, corporations or other entities, or by reason of any eviction by paramount title, or by reason of Tenant's acquisition of ownership of the Leased Premises otherwise than pursuant to an express provision of this Lease, or by reason of any default or breach of any warranty by Landlord under this Lease or any other agreement between Landlord and Tenant, or to which Landlord and Tenant are parties, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding; it being the intention that the obligations of Landlord and Tenant hereunder shall be separate and independent covenants and agreements and that the Minimum Rental, additional rent and all other charges and sums payable by Tenant hereunder shall continue to be payable in all events unless the obligations to pay the same shall be terminated pursuant to the express provisions of this Lease; and Tenant covenants and agrees that it will remain obligated under this Lease in accordance with its terms, and that it will not take any action to terminate, cancel, rescind or avoid this Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding up or other proceedings affecting Landlord or any assignee of, or successor to, Landlord, and notwithstanding any action with respect to this Lease that may be taken by a trustee or receiver of Landlord or any assignee of, or successor to, Landlord or by any court in any such proceeding:

33. MISCELLANEOUS PROVISIONS.

(a) NOTICES. Any notice, exercise of option or election, communication, request or other document or demand required or permitted under this Lease shall be in writing and shall be given to Landlord or Tenant by first class certified or registered mail, return receipt requested,

(i) to the Landlord as follows:

American Property Investors IV  
295 Madison Avenue  
New York, New York 10017

And Copy to:

Dreyer and Traub  
Attention: Mr. Howard Kalka  
30 Park Avenue  
New York, New York 10016

(ii) to the Tenant as follows:

Alabama Power Company  
P.O. Box 2641  
Birmingham, Alabama 35291  
Attention: Manager, Land Department

And Copy to:

Alabama Power Company  
P.O. Box 2641  
Birmingham, Alabama 35291  
Attention: Manager, General Services

Either party may, from time to time, change the address at which such written notices, exercise of options or elections, communications, requests, or other documents or demands are to be mailed, by giving the other party(ies) written notice of such changed address, pursuant to the terms hereinabove set forth. At Landlord's option, which may be exercised at any time hereafter, Tenant shall send copies of any and all said notices and other communications designated by Landlord to any Mortgagees and Superior Lessors designated by Landlord, in the same manner as notices are required to be sent to Landlord, and at such address(es) as Landlord may from time to time designate by notice to Tenant.

(b) RELATIONSHIP OF THE PARTIES. It is the intention of the parties hereto to create the relationship of Landlord and Tenant, and no other relationship whatsoever, and unless expressly otherwise provided herein nothing herein shall be construed to make the parties hereto liable for any of the debts, liabilities or obligations of the other party.

(c) APPLICABILITY. Whenever a provision in this Lease is stated to apply to the term of this Lease, or words of similar import, the same shall be deemed to mean and include any Extended Terms as well unless specific reference is made to such provision as having applicability only to all or any portions of the initial term and/or any Extended Term or Extended Terms.

(d) GOVERNING LAWS. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State in which the Leased Premises are located as the same may from time to time exist.

(e) INVALIDITY OF PARTICULAR PROVISIONS. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(f) WAIVER. Failure on the part of either party to complain of any action or non-action on the part of the other party, no matter how long the same may continue,

shall never be deemed to be a waiver by either party of any of its rights hereunder. No waiver at any time of any of the provisions hereof by either party shall be construed as a waiver of any of the other provisions hereunder and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

(g) COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instruments.

(h) SOLE AGREEMENT. This Lease sets forth all the promises, inducements, agreements, conditions and understandings between Landlord and Tenant relative to the Leased Premises, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied between them, other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant, unless reduced to writing and signed by the party(ies) to be charged therewith.

(i) SHORT FORM OF LEASE. A short form of Lease for recording purposes only, in form satisfactory to the Landlord's counsel, shall simultaneously with the execution hereof be executed by Landlord and Tenant.

(j) CAPTIONS. The captions of the several Sections and subsections of this Lease are not a part of the context hereof and shall be ignored in construing this Lease. They are intended only as aids in locating various provisions hereof.

(k) SUCCESSORS AND ASSIGNS. Except as may be expressly otherwise provided herein, the terms, covenants and conditions hereof shall inure to the benefit of and shall be binding upon Landlord and Tenant and their respective successors and (with respect to Tenant, permitted) assigns.

(l) NO MERGER. There shall be no merger of this Lease, or the leasehold estate created by this Lease, with any other estate or interest in the Leased Premises, or any part thereof, by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, (a) this Lease or the leasehold estate created by this Lease, or any interest in this Lease or in any such leasehold estate, and (b) any such other estate or interest in the Leased Premises or any part thereof; and no such merger shall occur unless and until all persons, corporations, firms and other entities having an interest (including a security interest) in (i) this Lease or the leasehold estate created by this Lease; and (ii) any such other estate or interest in the Leased Premises, or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

(m) RIGHTS OF SUPERIOR LESSOR. Any rights provided herein for the benefit of any Mortgagees shall apply with equal force and effect for the benefit of any Superior Lessors as if expressly so stated in each instance.

(n) REPORTS. Tenant agrees to furnish to Landlord, promptly after the same are available, copies of all reports, financial statements (including but not limited to annual balance sheets, income statements and surplus statements, certified by independent certified public accountants) and other documents which the Tenant and each Guarantor, if any: (i) files with or otherwise sends to the Securities and Exchange Commission,

limited, however, unless written request is made for other materials to: Annual Report on Form U-5-S, Quarterly Report on Form 10-Q, Current Report on Form 8-K and Proxy Statements and other soliciting materials; (ii) sends to or makes available to its shareholders. In addition to the foregoing, Tenant shall obtain and deliver to Landlord, (a) with reasonable promptness, such other information respecting the operation of the Leased Premises or the financial condition and affairs of Tenant or any Guarantors, as Landlord may from time to time reasonably request, and (b) together with the annual reports of each Guarantor as required above, and Officer's Certificate of such Guarantor stating that to the best of the signers knowledge and belief after making due inquiry, neither Tenant nor such Guarantor is in default in the performance or observance of any of the agreements, terms, covenants or conditions of this Lease or the Guarantee upon the part of Tenant or the Guarantor, as the case may be, to be performed or observed (or, if so, specifying the same and the steps being taken to remedy the same).

(o) OWNERSHIP OF LEASED PREMISES. Tenant acknowledges that the Leased Premises is the property of Landlord and that Tenant has only the right to the possession and use thereof upon the terms, covenants and conditions set forth in this Lease.

(p) ENCROACHMENTS, RESTRICTIONS, ETC. If any of the Improvements shall, at any time, encroach upon any property, street or right of way adjoining or adjacent to the Leased

Premises, or shall violate the agreements or conditions contained in any restrictive covenant or other agreement affecting the Leased Premises, or any part thereof, or shall hinder or obstruct any easement or right-of-way to which the Leased Premises is subject, or shall impair the rights of others under such easement or right-of-way, then promptly upon the request of the Landlord at the behest of any persons affected by any such encroachment, violation, hindrance, obstruction or impairment, Tenant shall, at its cost and expense, either (i) obtain valid and effective waivers or settlements of all claims, liabilities and damages resulting from each such encroachment, violation, hindrance, obstruction or impairment, whether the same shall affect Landlord or Tenant, or (ii) make such changes in the Improvements and take such other actions as shall be necessary to remove such encroachments, hindrance or obstructions and to end such violations or impairments, including, if necessary, but only with Landlord's prior written consent, the alteration or removal of any of the Improvements. Any such alteration or removal consented to by Landlord shall be made by Tenant in accordance with the requirements of Section 9, above.

(q) RISK OF LOSS. The risk of loss of and the risk of decrease in, the enjoyment and beneficial use of the Leased Premises, in consequence of the damage or destruction thereof by fire, the elements, casualties, thefts, riots, wars or otherwise, or in consequence of foreclosure, attachments, levies or executions (other than by Landlord and those claiming from, through or under Landlord) is assumed by Tenant, and Landlord shall in no event be answerable or accountable therefor.

(r) ACCEPTANCE OF SURRENDER. No surrender to Landlord of this Lease or of the Leased Premises, or any part thereof, or of any interest therein, shall be valid or effective unless agreed to and accepted in writing by Landlord and consented to in writing by any and all Mortgagees and Superior Lessors, and no act or omission by Landlord or any representative or agent of Landlord, other than such a written acceptance by Landlord, consented to as aforesaid, shall constitute an acceptance of any such surrender.

(s) CROSS-EASEMENTS. In the event Tenant constructs, or causes to be constructed, or acquires a building on land adjoining the Leased Premises, Landlord agrees to grant to Tenant and Tenant agrees to grant to Landlord such reciprocal cross-easements as are reasonably necessary and appropriate to the beneficial use and enjoyment by Tenant and Landlord of both the building on the Leased Premises and the newly constructed or newly acquired building on adjoining premises.

(t) CONSENTS. Wherever in this Lease, Landlord's consent or approval is required, the same shall not unreasonably be withheld. Landlord agrees that it will endeavour to obtain agreement from each Mortgagee an agreement providing that wherever the consent of such Mortgagee is required hereunder, the same shall not unreasonably be withheld. Tenant shall not be obligated to obtain the consent of any Mortgagee hereunder unless Tenant shall have received notice hereunder of the existence of such Mortgagee's Mortgage on the Leased Premises.

(u) EFFECT OF MORTGAGES. No assignment or mortgage of Landlord's interest hereunder shall in any way obligate Tenant, directly or contingently for mortgage obligations incurred by Landlord. There shall be no provision in any such mortgage for acceleration of lease payments hereunder in the event of default by Landlord of any mortgage obligation.

34. DEFINITIONS.

For the purposes of this Lease, the following definitions shall be applicable.

- (a) Closing Date - as defined in Section 12(e)
- (b) Control - as defined Section 19
- (c) Event of Default - as defined in Section 19
- (d) First, Second, etc., Extended Terms - as defined in Section 2(b)
- (e) Guarantee - any agreements or undertakings, written or otherwise, by virtue of which any Guarantors guaranty the performance or observance of any or all of the terms, covenants or conditions to be performed or observed by Tenant under this Lease.
- (f) Guarantor - any persons, firms or entities who or which guaranty the performance or observance of any or all of the terms, covenants or conditions to be performed or observed by Tenant under this Lease.
- (g) Impositions - as defined in Section 5(b)
- (h) Improvements - as defined in Section 1
- (i) Initial Term - as defined in Section 2(c)
- (j) Institutional Lender - An insurance company, savings bank, commercial bank, savings and loan association chartered by the United States, trust company, foundation or a pension fund, having a net worth of more than \$50,000,000.00.
- (k) Landlord - as defined in Section 25
- (l) Leased Premises - as defined in Section 1 (also Premises and Demised Premises)
- (m) Maximum Rate - an annual rate of interest equal to the Prime Rate plus (2%) percent, but in no event in excess of

the maximum lawful rate permitted to be charged by a landlord against a defaulting tenant for monies advanced by reason of a tenant's default.

(n) Minimum Rental - as defined in Section 3

(o) Mortgage - any mortgage, deed of trust or other security interest placed by the Landlord on all or any portion of its interest in this Lease and/or the Leased Premises, provided such mortgage, deed of trust or other security interest shall comply with the provisions of Section 14 hereof.

(p) Mortgagee - the holder of any Mortgage

(q) Net Award - as defined in Section 12(e)

(r) Offer - as defined in Section 12(c)

(s) Person-Persons - any individual(s), partnership(s), firm(s), corporation(s), business trust(s), estate(s), legal representative(s) or entities of any nature or description whatsoever.

(t) Plans and Specifications - as defined in Section 9(a)(iv)

(u) Prime Rate - the rate being charged at the time in question by The Chase Manhattan Bank (National Association) (or successor by merger or otherwise) for short-term (90-day) unsecured loans made to its preferred customers.

(v) Purchase Price - as defined in Section 12(c)

(w) Re-Cast Mortgage - as defined in Section 3

(x) Successor Landlord - as defined in Section 14(c)

(y) Superior Lease - any lease of all or any portions of the Leased Premises made by and between any persons, firms or entities, as lessor, and any Landlord hereunder, as lessee.

(z) Superior Lessor - the lessor under any Superior Lease.

- (aa) Tenant - as defined in Section 19
- (bb) Tenant Additions - as defined in Section 12
- (cc) Tenant's Property - as defined in Section 13

35. TENANT'S OPTION TO PURCHASE.

Tenant, shall have the right, on the following terms and conditions, at its option, to elect to purchase the Leased Premises from Landlord on a date not less than ten (10) years following the commencement of the initial term of this Lease (as set forth in subsection 2(a) of this Lease) and prior to the end of the lease term as may be renewed or extended, by giving Landlord at least ninety (90) days prior written notice of such election provided, however, that Tenant shall have no such right so long as Tenant is in default in the performance or observance of any of the terms, covenants or conditions to be performed or observed by Tenant under this Lease. The purchase price payable by Tenant for the Leased Premises shall be the greater of (a) \$ 695,086.00 <sup>2,574,080</sup> plus what the unpaid principal balance will be on a note in the original principal amount of \$ 1,875,000.00 <sup>note</sup>, payable in equal monthly installments sufficient to self-liquidate the principal amount in thirty years and pay interest on the unpaid principal balance at the rate of 9.5% per annum, and on which all monthly installments had been paid from the date hereof to the date of closing of title on Tenant's purchase of the Leased Premises hereunder, or (b) the appraised fair market value of the Leased Premises (hereinafter called "value") on the date of the closing of title. The "value" of the Leased Premises (a) shall include, without limitation, the "value" of the land thereof, all Improvements located thereon less and except Tenant Additions, and all appurtenances thereto, (b) shall be determined as if same

were free of and unencumbered by this Lease and any subleases, licenses and concessions thereunder, and (c) shall be determined for the highest and best use of uses thereof. The appraised "value" shall be determined by an M.A.I. appraiser (a member in good standing of the American Institute of Real Estate Appraisers or successor organization) mutually acceptable to Landlord and Tenant. If Landlord and Tenant are unable to select a mutually acceptable appraiser within thirty (30) days after the date of Tenant's notice of election, then (a) within ten (10) days thereafter Landlord and Tenant shall each designate one M.A.I. appraiser, and (b) within ten (10) days thereafter the two appraisers so designated shall designate a third M.A.I. appraiser mutually acceptable to them; provided, however, in the event said two appraisers are unable to agree upon the designation of a third appraiser within said ten (10) days then either Landlord or Tenant on behalf of both, may request such designation of a third appraiser by the Chief Judge for the United States Court for the Northern District of Alabama, and (c) forthwith thereafter the three appraisers so designated shall determine the "value of the Leased Premises as above provided, and (d) the agreement, in writing, of any two of the three appraisers, as to such "value" shall be deemed final and conclusive upon Landlord and Tenant with respect to the provisions hereof. All costs and expenses in connection with the appraisal and the determination of "value" shall be paid by Tenant. The provisions of Section 23 hereof shall be applicable in the event of any transfer of title pursuant to the provisions of this Section 35; except that if and only to the extent that the provisions of Section 23 conflict with any of the provisions of this Section 35, then the provisions of this Section shall control.

If Tenant shall elect to purchase the Leased Premises in accordance with the provisions of this Section 35, then (i) the closing of title shall be on the closing date specified in Tenant's notice of its said election, but not less than ninety (90) nor more than one hundred fifty (150) days after the giving of such notice at Landlord's office in New York City, or such other place in the Continental United States designated by Landlord, at 10:30 a.m., and (ii) Tenant's notice of its said election shall be effective only if Tenant shall deliver to Landlord therewith Tenant's certified check made payable to Landlord in the amount of Fifty Thousand (\$50,000.00) Dollars as a good faith deposit (the "Deposit") for the performance by Tenant of its obligations to purchase the Leased Premises in accordance with the provisions of this Lease.

Upon the closing of title to the Leased Premises the Deposit will be applied towards the purchase price payable by Tenant; or, if the purchase of the Leased Premises does not close in accordance with the provisions of this Lease on account of Landlord's default, then the Deposit will be returned to Tenant; or, if such purchase is not consummated on account of Tenant's default then Landlord may retain the Deposit.

Tenant may, at its option, purchase the Leased Premises subject to then existing Mortgages thereon, but if Tenant requires Landlord to satisfy the same prior to closing, Tenant shall pay to Landlord the amount of any pre-payment charges incident to a resulting pre-payment of the first fee Mortgage. In the event that Tenant does purchase the Leased Premises subject to then existing Mortgages, then this Lease shall survive the closing of such purchase and shall not terminate, and as a condition precedent to such purchase, Tenant shall provide each Mortgagee with an opinion of counsel reasonably satisfactory to such Mortgagee to the effect that this Lease and all obligations of Tenant hereunder shall continue

in full force and effect, or Tenant shall assume in writing personal liability for the debt secured by such Mortgages, and any exculpation provisions in such Mortgages, or the notes secured thereby, shall be deemed eliminated.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument under seal as of the date and year first above written.

LESSOR

AMERICAN PROPERTY INVESTORS IV,  
A Limited Partnership

ATTEST:

By: IRI INCOME PROPERTIES CORP.,  
General Partner

*Arvid Forwood*  
Secretary

By: *David N. Davis*  
Its President

LESSEE

ALABAMA POWER COMPANY, A Corporation

ATTEST:

*John H. Snyder*  
ASST. Secretary

By: *Charles P. Jackson*  
Charles P. Jackson, Vice President

APPROVED AS TO FORM:  
BALCH, BINGHAM, BAKER, HAWTHORNE, WILLIAMS & WARD

BY: *H. Clayton Reeves*

STATE OF ALABAMA )

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Daniel N. Davis, whose name as Vice President of IRI INCOME PROPERTIES CORP., a corporation, as the General Partner of AMERICAN PROPERTY INVESTORS IV, a Colorado Limited Partnership, is signed to the foregoing Mortgage, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Mortgage, he, as such officer of the corporate General Partner, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as General Partner of the Limited Partnership as aforesaid.

Given under my hand this the 2<sup>nd</sup> day of June, 1975.

Shirley Welch  
Notary Public

My Commission Expires: April 9, 1977

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles P. Jackson, whose name as Vice President of ALABAMA POWER COMPANY, a corporation, is signed to the foregoing Mortgage, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 2<sup>nd</sup> day of June, 1975.

Dorothy L. Essig  
Notary Public

My Commission Expires: May 21, 1978

EXHIBIT A

A parcel of land situated in Montgomery County, Alabama described as follows:

Begin at the northeast corner of Washington Avenue and Lawrence Street; thence north along the east boundary of Lawrence Street a distance of 160.5 feet to a point; thence turn an angle of  $89^{\circ} 47$  Minutes Right and run easterly a distance of 102.9 feet to a point; thence turn an angle of  $89^{\circ} 47$  Minutes Left and run north a distance of 3.4 feet to a point; thence turn an angle of  $88^{\circ} 09$  Minutes 30 Seconds Right and run easterly a distance of 26.5 feet to a point; thence turn an angle of  $88^{\circ} 22$  Minutes Left and run north a distance of 156.5 feet to a point on the south boundary line of Dexter Avenue; thence turn an angle of  $89^{\circ} 45$  Minutes Right and run easterly along the south boundary of said Dexter Avenue a distance of 73.35 feet to a point; thence turn an angle of  $89^{\circ} 59$  Minutes Right and run south a distance of 135.6 feet to a point; thence turn an angle of  $89^{\circ} 48$  Minutes Left and run easterly a distance of 25.35 feet to a point; thence turn an angle of  $89^{\circ} 32$  Minutes Right and run south a distance of 73.7 feet to a point; thence turn an angle of  $90^{\circ} 55$  Minutes Left and run easterly a distance of 1.9 feet to a point; thence turn an angle of  $90^{\circ} 14$  Minutes 30 Seconds Right and run south a distance of 111.5 feet to a point on the north boundary line of Washington Avenue; thence turn an angle of  $90^{\circ} 49$  Minutes Right and run westerly along the north boundary line of said Washington Avenue a distance of 235.1 feet to the point of beginning, said property being located in the SW 1/4 of Section 7, T16N R18E; Montgomery County, Alabama.

EXHIBIT B

Upon the purchase of the Leased Premises, on any monthly payment date, pursuant to Section 12(b) of this Lease, the purchase price payable shall be an amount equal to the unpaid principal balance of a mortgage having an original principal amount of \$2,570,086.00 self-liquidating (payments monthly in advance) over a thirty (30) year period with interest at the rate of nine and one-half (9½%) percent per annum, as if payments commenced on the commencement date of the term of this Lease if such date is the first day of a calendar month, and if such date is not the first day of a calendar month, then on the first day of the month next following the commencement date of the term of this Lease.

AMERICAN PROPERTY INVESTORS IV, Landlord

ALABAMA POWER COMPANY, Tenant

LEASE

DATED: June 2, 1975

PREMISES: ALABAMA POWER COMPANY building situated in  
Montgomery County, Alabama, described  
as follows:

Begin at the northeast corner of Washington Avenue and Lawrence Street; thence north along the east boundary of Lawrence Street a distance of 160.5 feet to a point; thence turn an angle of 89° 47 Minutes Right and run easterly a distance of 102.9 feet to a point; thence turn an angle of 89° 47 Minutes Left and run north a distance of 3.4 feet to a point; thence turn an angle of 88° 09 Minutes 30 Seconds Right and run easterly a distance of 26.5 feet to a point; thence turn an angle of 88° 22 Minutes Left and run north a distance of 156.5 feet to a point on the south boundary line of Dexter Avenue; thence turn an angle of 89° 45 Minutes Right and run easterly along the south boundary of said Dexter Avenue a distance of 73.35 feet to a point; thence turn an angle of 89° 59 Minutes Right and run south a distance of 135.6 feet to a point; thence turn an angle of 89° 48 Minutes Left and run easterly a distance of 25.35 feet to a point; thence turn an angle of 89° 32 Minutes Right and run south a distance of 73.7 feet to a point; thence turn an angle of 90° 55 Minutes Left and run easterly a distance of 1.9 feet to a point; thence turn an angle of 90° 14 Minutes 30 Seconds Right and run south a distance of 111.5 feet to a point on the north boundary line of Washington Avenue; thence turn an angle of 90° 49 Minutes Right and run westerly along the north boundary line of said Washington Avenue a distance of 235.1 feet to the point of beginning, said property being located in the SW 1/4 of Section 7, T16N R18E, Montgomery County, Alabama.

*Sub 1474  
affects Sub  
476, 1151, 1098*

This instrument was prepared by

H Hampton Boles  
Balch, Bingham, Baker,  
Hawthorne, Williams & Ward  
600 North 18th Street  
Birmingham Alabama 35203

STATE OF ALABAMA )

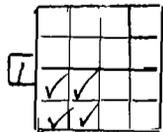
COUNTY OF MONTGOMERY )

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of Ten Dollars (\$10 00) and other good and valuable consideration in hand paid by AMERICAN PROPERTY INVESTORS IV, a Limited Partnership (hereinafter referred to as GRANTEE ), to the undersigned ALABAMA POWER COMPANY, a corporation (hereinafter referred to as GRANTOR ) the receipt of which is hereby acknowledged, the said GRANTOR does by these presents grant bargain, sell and convey unto the said GRANTEE the real estate situated in Montgomery County, Alabama, described as set forth in Exhibit A attached hereto and incorporated herein as if set forth in full

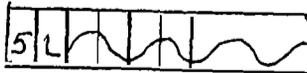
Such land is conveyed subject to the exceptions, reservations, restrictions, and encumbrances set forth on Exhibit B attached hereto and incorporated herein as if set forth in full

TO HAVE AND TO HOLD TO GRANTEE its successors and assigns forever

GRANTOR for itself its successors and assigns covenants with GRANTEE GRANTEE'S successors and assigns that GRANTOR is lawfully seized in fee simple of said premises, that the premises are free from all encumbrances, except as otherwise noted that GRANTOR has good right to sell and convey the same as aforesaid and that GRANTOR will and GRANTOR'S successor and assigns shall warrant and defend the same to GRANTEE and GRANTEE'S successors and assigns forever, against the lawful claims of all persons



*S. J. TURNER  
Montgomery Cty*



01246

IN WITNESS WHEREOF, the said GRANTOR by an officer  
who is duly authorized to execute this conveyance has hereunto  
set its signature and seal, on this 11 day of June, 1975

Attest

ALABAMA POWER COMPANY

John J. Snyder  
Secretary

By W. H. ...  
President

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned Notary Public in and for said  
County in said State, hereby certify that W. H. ...  
whose name as Vice-President of Alabama Power Company is signed  
to the foregoing conveyance and who is known to me and known  
to be such person acknowledged before me on this day that being  
informed of the contents of the said conveyance, he as such officer  
and with full authority, executed the same voluntarily for and  
as the act of said corporation

Given under my hand and seal of office this 11 day  
of June, 1975

Shirley ...  
Notary Public

SEAL

My Commission Expires April 9 1977

APPROVED AS TO FORM  
BALCH BINGHAM BAKER HAWTHORNE, WILLIAMS & WARD

BY H. Hampton ...

01247

EXHIBIT A

A parcel of land situated in Montgomery County, Alabama described as follows

Begin at the northeast corner of Washington Avenue and Lawrence Street thence north along the east boundary of Lawrence Street a distance of 160 5 feet to a point thence turn an angle of 89° 47 Minutes Right and run easterly a distance of 102 9 feet to a point thence turn an angle of 89° 47 Minutes Left and run north a distance of 3 4 feet to a point thence turn an angle of 88° 09 Minutes 30 Seconds Right and run easterly a distance of 26 5 feet to a point thence turn an angle of 88° 22 Minutes Left and run north a distance of 156 5 feet to a point on the south boundary line of Dexter Avenue thence turn an angle of 89° 45 Minutes Right and run easterly along the south boundary of said Dexter Avenue a distance of 73 35 feet to a point thence turn an angle of 89° 59 Minutes Right and run south a distance of 135 6 feet to a point thence turn an angle of 89° 48 Minutes Left and run easterly a distance of 25 35 feet to a point thence turn an angle of 89° 32 Minutes Right and run south a distance of 73 7 feet to a point thence turn an angle of 90° 55 Minutes Left and run easterly a distance of 1 9 feet to a point thence turn an angle of 90° 14 Minutes 30 Seconds Right and run south a distance of 111 5 feet to a point on the north boundary line of Washington Avenue thence turn an angle of 90° 49 Minutes Right and run westerly along the north boundary line of said Washington Avenue a distance of 235 1 feet to the point of beginning said property being located in the SW 1/4 of Section 7, T16N R18E, Montgomery County, Alabama

EXHIBIT B

This conveyance is subject to the following

- 1 Ad valorem taxes due and payable October 1, 1975
- if any 2 Minerals and mining rights not owned by GRANTOR,
- 3 Building and set back lines of record
- 4 Zoning laws and ordinances
- conveyed 5 Public sidewalks which encroach on the property
- 6 Wall appurtenant to property conveyed located  
on the east line of said property encroaches on said property  
herein conveyed

01249

SECTION 7 TOWNSHIP 16 North RANGE 18 EastDEVELOPMENT Southern Division OfficePARCEL NO. 1151PROJECT Bellingrath PropertyABSTRACT NO. 9824

INTEREST ACQUIRED \_\_\_\_\_

FORM \_\_\_\_\_

Alabama Property Company

GRANTORS

Alabama Power Company

GRANTEE

| PURPOSE         | COST         | KIND OF INSTRUMENT | DATE OF INSTRUMENT | RECORDED |      |        | NO. ACRES  |        |         |         |       |
|-----------------|--------------|--------------------|--------------------|----------|------|--------|------------|--------|---------|---------|-------|
|                 |              |                    |                    | D. B.    | PAGE | DATE   | CULTIVATED | TIMBER | FLOODED | MINERAL | TOTAL |
| Division Office | \$391,635.00 | W. Deed            | 12/30/77           | 372      | 198  | 1/3/78 |            |        |         |         |       |

**DESCRIPTION**

KNOW ALL MEN BY THESE PRESENTS, That Alabama Property Company (hereinafter called the grantor) for and in consideration of the sum of (\$391,635.00) Three Hundred Ninety One Thousand Six Hundred Thirty Five and No/100 Dollars, to it in hand paid by the Alabama Power Company, a corporation, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain, sell and convey unto the said Alabama Power Company, (hereinafter called the Company) its successors and assigns, the following described real estate, situated in the County of Montgomery and State of Alabama, and described as follows:

Part of the SW $\frac{1}{4}$  of Section 7, Township 16 North, Range 18 East, Montgomery County, Alabama, being more particularly described as follows:

All that property in the block of downtown Montgomery, Alabama in that portion of said City of Montgomery, Alabama, formerly known as "New Philadelphia," bounded on the north, east, south and west by Dexter Avenue, McDonough Street, Washington Avenue and Lawrence Street, which is east of a line established by an agreement of April 18, 1960, recorded in the Office of the Judge of Probate of Montgomery County, Alabama, at Book 486, page 505, to wit:

SP 1151

MP 0372 PAGE 0196

STATE OF ALABAMA )  
MONTGOMERY COUNTY )

This instrument prepared in  
the Corporate Real Estate  
Dept. of Alabama Power Co.  
Birmingham, Ala.

By *[Signature]*

KNOW ALL MEN BY THESE PRESENTS, That Alabama Property Company  
and  
(hereinafter called the grantor), for/in consideration of the sum of  
(\$391,635.00) Three Hundred Ninety One Thousand Six Hundred Thirty Five  
and No/100 Dollars, to it in hand paid by the Alabama Power Company,  
a corporation, the receipt whereof is hereby acknowledged, has granted,  
bargained and sold, and by these presents does hereby grant, bargain,  
sell and convey unto the said Alabama Power Company, (hereinafter called  
the Company), its successors and assigns, the following described real  
estate, situated in the County of Montgomery and State of Alabama, and  
described as follows:

Part of the SW 1/4 of Section 7, Township 16 North,  
Range 18 East, Montgomery County, Alabama, being more  
particularly described as follows:

All that property in the block of downtown Montgomery,  
Alabama in that portion of said City of Montgomery,  
Alabama, formerly known as "New Philadelphia," bounded  
on the north, east, south and west by Dexter Avenue,  
McDonough Street, Washington Avenue and Lawrence Street,  
which is east of a line established by an agreement of  
April 18, 1960, recorded in the Office of the Judge of  
Probate of Montgomery County, Alabama, at Book 486, page  
505, to wit:

*[Handwritten initials]*

To reach the point of beginning of such boundary  
line commence at the northwest corner of the  
intersection of McDonough Street and Washington  
Avenue in the City of Montgomery, Alabama, and  
proceed westerly along the north side of said  
Washington Avenue for a distance of seventy-eight  
and five-tenths (78.5) feet to a point on the north  
side of said Washington Avenue, which point is the  
westface of an eight inch brick wall, and is the  
point of beginning of the agreed boundary line;  
thence turn an angle to the right of 89 degrees 11  
minutes and proceed in a northerly direction for  
a distance of one hundred eleven and five-tenths  
(111.5) feet to a point, said point being the center  
of said brick wall; thence turn an angle to the left  
of 90 degrees 55 minutes and proceed in a westerly  
direction for a distance of one and nine-tenths (1.9)  
feet to a point, which said point is 1.9 feet west of  
the west wall of a building; thence turn an angle to  
the right of 90 degrees and 55 minutes and proceed  
in a northerly direction for a distance of seventy-  
three and seven-tenths (73.7) feet to a point, which  
said point is 1.9 feet west of the west wall of a  
building; thence turn an angle to the left of 89  
degrees and 32 minutes and proceed in a westerly  
direction for a distance of twenty-five and thirty-  
five hundredths (25.35) feet along south face of  
building wall to a point, which point is the corner of  
a building; thence turn an angle to the right of 89

degrees 48 minutes and proceed in a northerly direction along the west face of the building wall for a distance of one hundred thirty-five and six-tenths (135.6) feet to a point on the southside of Dexter Avenue, which point is the point of ending of the agreed boundary line and which point of ending is one hundred three and two-tenths (103.2) feet west of the southwest corner of the intersection of McDonough Street and Dexter Avenue.

also sometimes described as follows, to wit:

FARCEL ONE: Lots 19 and 20 on the south side of Dexter Avenue and the north half of Lot 7 on the west side of McDonough Street on the plat of New Philadelphia fronting approximately 103 feet along the south side of Dexter Avenue and 135 feet along the west side of McDonough Street.

PARCEL TWO: Commencing at the northwest corner of Washington Avenue and McDonough Street and running west along said Washington Avenue 70 feet, more or less, to a point, thence north 110 feet, more or less, to the north line of Lot 19 on the north side of Washington Avenue, thence east 70 feet, more or less, to a point on the west side of McDonough Street, thence south 110 feet, more or less, to the point of beginning, the same constituting Lot 20 and the east 20 feet of Lot 19, on the north side of Washington Avenue in that portion of the City of Montgomery, Alabama, formerly known as New Philadelphia.

Also all of Lot 8 and all of the south half of Lot 7 on the west side of McDonough Street, in that portion of the City of Montgomery, Alabama formerly known as New Philadelphia, with the exception of the western portions of said Lots, previously conveyed to Alabama Power Company by deed of October 13, 1959, recorded in the Office of the Judge of Probate of Montgomery County, Alabama at Book 475 Page 601.

Also beginning at the southwest corner of the property first hereinabove described, said point being on the north side of Washington Avenue, running thence north a distance of 111.5 feet, more or less, to a point on the north line of Lot 19 on the north side of Washington Avenue; thence west 8.1 feet, more or less, to the northwest corner of that certain tract of land conveyed to the Young Men's Christian Association by the Grand Corporation on May 30, 1956, as shown by deed recorded in the office of the Judge of Probate of Montgomery County, Alabama, in Deed Book 418 at Page 42, thence South along the west line of said property conveyed to the Young Men's Christian Association by the deed as heretofore stated to the North side of Washington Avenue and to the southwest corner of said property, thence East 8.1 feet, more or less, to the point of beginning, the same comprising a portion of Lot 19 on the North side of Washington Avenue, in that portion of the City of Montgomery, Alabama, formerly known as "New Philadelphia."

Note: It is intended by the Grantor hereinabove named to convey to the Grantee all property owned by them lying within the above-described block, whether or not correctly and precisely described above.

HP  
gmk

REPT 0372 FINE 0200

TO HAVE AND TO HOLD to the said Company, its successors and assigns, with all the rights and appurtenances thereunto belonging, forever.

And the grantor covenants with the said Company, its successors and assigns, that it is lawfully seized in fee of the aforegranted premises; that they are free from all encumbrances; that it has a good right to sell and convey the same to the said Company, its successors and assigns, and that it will warrant and defend the said premises to the said Company, its successors and assigns, forever, against the lawful claims and demands of all persons.

Reference to the said Company shall include its successors and assigns.

IN WITNESS WHEREOF, the said Alabama Property Company has caused this instrument to be executed in its name by ALAN R. BARTON, Vice as its President and attested by R. A. BOURN, its Secretary, and its corporate seal to be affixed, on this the 30th day of December, 1977.

ALABAMA PROPERTY COMPANY

Attest:

R. A. Bourn  
Secretary

By: Alan R. Barton  
Its Vice President

STATE OF ALABAMA  
JEFFERSON COUNTY

J. H. Rouse  
Notary Public

I, J. H. Rouse, a Notary Public - State at Large in and for said County in said State, do hereby certify that ALAN R. BARTON whose name as Vice President of Alabama Property Company, is signed to the foregoing instrument and who

is known to me, acknowledged before me on this day that being informed of the contents of the instrument he, in his capacity as such Vice President executed the same voluntarily, on the day the same bears date.

001.00  
000.25  
004.50

Given under my hand and official seal this the 30th day of December, 1977.

STATE OF ALA.  
JEFFERSON COUNTY  
NOTARY PUBLIC  
J. H. Rouse  
JAN 3 10 43 AM 1978  
Notary Public - State At Large  
JUDGE OF PROBATE

291.635  
1.00  
25  
4.50  
392.00  
397.75

CAPELL, HOWARD, KNABE & COBBS, P.A.  
57 ADAMS AVENUE  
MONTGOMERY, ALABAMA

WARRANTY DEED

5 L [ ] [ ] [ ] [ ]

SP#1242

THE STATE OF ALABAMA,  
MONTGOMERY COUNTY.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One hundred and no/100 DOLLA and other valuable considerations to the undersigned GRANTOR or GRANTORS in hand paid by the GRANTEE(S) herein, the receipt whereof, is here acknowledged, I (we) Mary Whetstone Knabe, an unmarried person

herein referred to as GRANTOR(S), do hereby GRANT, BARGAIN, SELL and CONVEY unto Alabama Property Company, a corporation herein referred to as GRANTEE(S) its succes/~~ors~~ and assigns, the follow described Real Estate, situated in the County of Montgomery, and State of Alabama, to-wit:

SOUTHERN  
DIVISION  
OFF

The South Half of Lot No. 7 on the E/S Lawrence Street, in that part of the City of Montgomery formerly known as "New Philadelphia"; together with one half interest in a brick wall on the north side of said property, said brick wall standing partly on the north half and partly on the south half of said Lot No. 7.

This conveyance is made subject to any and all easements, restrictions, reservations, and rights-of-way appearing of record affecting the above-described property.

Deed No 340  
555179 312 143

TO HAVE AND TO HOLD, the aforegranted premises, together with improvements and appurtenances thereunto appertaining, unto the GRANTEE(S), its successors and assigns FOREVER.

And GRANTOR(S) do es covenant with the said GRANTEE(S) its succes/~~ors~~ and assigns, that she is lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrances, except as hereinabove provided; that she ha s a good right to sell and convey the same to the said GRANTEE(S), its succes/~~ors~~ and assigns, and that GRANTOR(S) will WARRANT AND DEFEND the premises to the said GRANTEE(S), its succes/~~ors~~ and assigns forever, against the lawful claims and demands of all persons except as hereinabove provided.

IN WITNESS WHEREOF I have hereunto set my hand and seal, this 11th day of June

1980

WITNESS:

1 4  
5 11

Mary Whetstone Knabe (L)  
Mary Whetstone Knabe (L)

THE STATE OF ALABAMA,  
MONTGOMERY COUNTY.

I, the undersigned authority Mary Whetstone Knabe A Notary Public in and for said State at Large hereby certify that Mary Whetstone Knabe

whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that, being informed of the contents of the conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of June 1980

Palmer Smith Lehman  
Notary Public.

THIS DEED WAS PREPARED BY  
Palmer Smith Lehman  
57 Adams Avenue  
Montgomery, Alabama

STATE OF ALA. FOR RECORDING ONLY  
MONTGOMERY CO. I CERTIFY THIS INSTRUMENT WAS FILED ON

JUN 12 3 49 PM 1980

JUDGE OF PROBATE

3 7  
NEW PHILADELPHIA

7  
LAWRENCE ST  
8  
MONTGOMERY

00785

APC-CCP-11-211

Project: Southern Division  
Office Additional Property

Parcel No. 1242

THE STATE OF ALABAMA

County of Montgomery

Mary Whetstone Knabe, an unmarried  
person

TO

Alabama Property Company

APC-CCP-11-212

|   |   |   |   |  |  |
|---|---|---|---|--|--|
| 5 | 4 | 0 | 6 |  |  |
| 1 | A |   |   |  |  |

No. 103. WARRANTY DEED—2m. 11-16.—Printed and for sale by Brown Printing Co., Montgomery, Ala.

The State of Alabama,  
 MONTGOMERY County

H-42-A-1

**Know all Men by these Presents,**

THAT I, Margaret A. Jackson, a widow,

for and in consideration of the sum of Fifty-five Hundred (5500) Dollars, to me in hand paid by Montgomery Light & Traction Company

the receipt whereof is hereby acknowledged, have GRANTED, BARGAINED, and SOLD, and by these presents do hereby GRANT, BARGAIN, SELL, and CONVEY unto the said Montgomery Light & Traction Company

its successors, its heirs and assigns, the following described Real Estate, situated in the County of Montgomery and State of Alabama, to-wit:

The north half of Lot sixteen (16) and the east fifteen feet and two inches of the north half of Lot fifteen (15) on the south side of Jefferson Street, in that part of the City of Montgomery formerly known as "New Philadelphia," said lot hereby conveyed being more particularly described as follows: Beginning at a point on the south side of Jefferson Street thirty-five feet and nine inches east of North Lawrence Street and running thence south parallel with Lawrence Street fifty-six feet; thence east parallel with Jefferson Street sixty-five feet and two inches; thence north fifty-six feet to Jefferson Street; thence west along the south margin of Jefferson Street sixty-five feet and two inches, to the point of beginning.

1516  
 3  
 montgomery

01667

To Have and to Hold, the aforegranted premises to the said  
Montgomery Light & Traction Company, its successors  
~~and assigns~~ and assigns FOREVER.

And I do covenant with the said Montgomery Light & Traction Company,  
its <sup>SUCCESSORS</sup> ~~and assigns~~ and assigns, that I am lawfully seized in  
fee of the aforegranted premises; that they are free from all encumbrance; that I have  
a good right to sell and convey the same to said

Montgomery Light & Traction Company, its successors  
~~and assigns~~ and assigns, and that I will WARRANT  
AND DEFEND the premises to the said

Montgomery Light & Traction Company, its <sup>SUCCESSORS</sup> ~~and assigns~~ and  
assigns forever, against the lawful claims and demands of all persons

In Witness Whereof, I have hereunto set my hand  
and seal this the 16<sup>th</sup> day of July in the year of  
our Lord One Thousand Nine Hundred and SEVENTEEN.

Signed, Sealed and Delivered in Presence of  
Margaret Jackson (S.)  
(L.S.)  
(L.S.)

THE STATE OF ALABAMA, Montgomery COUNTY.

I, James J. Pierce, a Notary Public for said county in said State, hereby certify that MARSHALL A. JACKSON

whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that, being informed of the contents of the conveyance and executed the same voluntarily, on the day the same bears date.

Given under my hand, this the 16<sup>th</sup> day of July, A. D. 1917

James J. Pierce  
Notary Public

THE STATE OF ALABAMA, \_\_\_\_\_ COUNTY.

I, \_\_\_\_\_ in and for said State and County aforesaid, hereby certify that \_\_\_\_\_

a subscribing witness to the foregoing conveyance, known to me, appeared before me on this day, and being sworn stated that \_\_\_\_\_

the grantor \_\_\_\_\_, voluntarily executed the same in his presence, and in the presence of the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the grantor \_\_\_\_\_ and of the other witness, and that such other witness subscribed his name as a witness in his presence.

Given under my hand, this the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 191\_\_\_\_\_

THE STATE OF ALABAMA, \_\_\_\_\_ COUNTY.

I, \_\_\_\_\_ in and for said County and State, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 191\_\_\_\_\_, came before me the within named \_\_\_\_\_

known to me to be the wife of the within named \_\_\_\_\_ who, being examined separate and apart from the husband, touching her signature to the within conveyance acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of her husband.

In witness whereof, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 191\_\_\_\_\_

64669

Montgomery Distribution  
Parcel 46A-1

Notary Station

THE STATE OF ALABAMA,

\_\_\_\_\_ COUNTY

# Warranty Deed

FROM

*Mrs. M. A. Jackson*

TO

*Monty R. Jackson*

THE STATE OF ALABAMA,

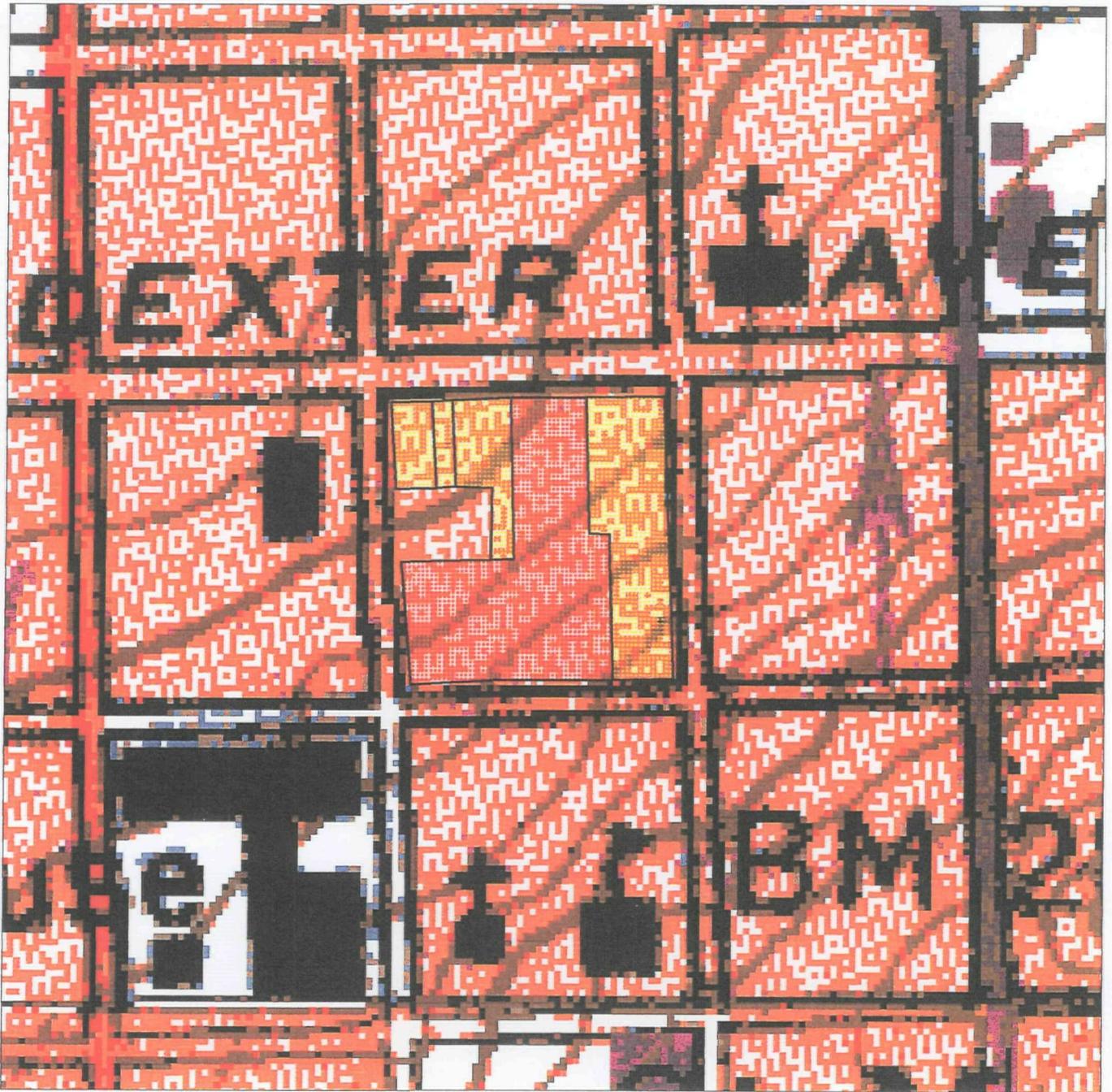
*Montgomery* County

I hereby certify that the within Deed was filed  
in this office for record *Jan 30-1968*  
*1:30 p.m.* o'clock *P.* M., and duly recorded in Deed Rec-  
ord *101* Page *435* and examined.

*Charles B. Dudley*  
Judge of Probate

REPORTED  
01579

# Montgomery County

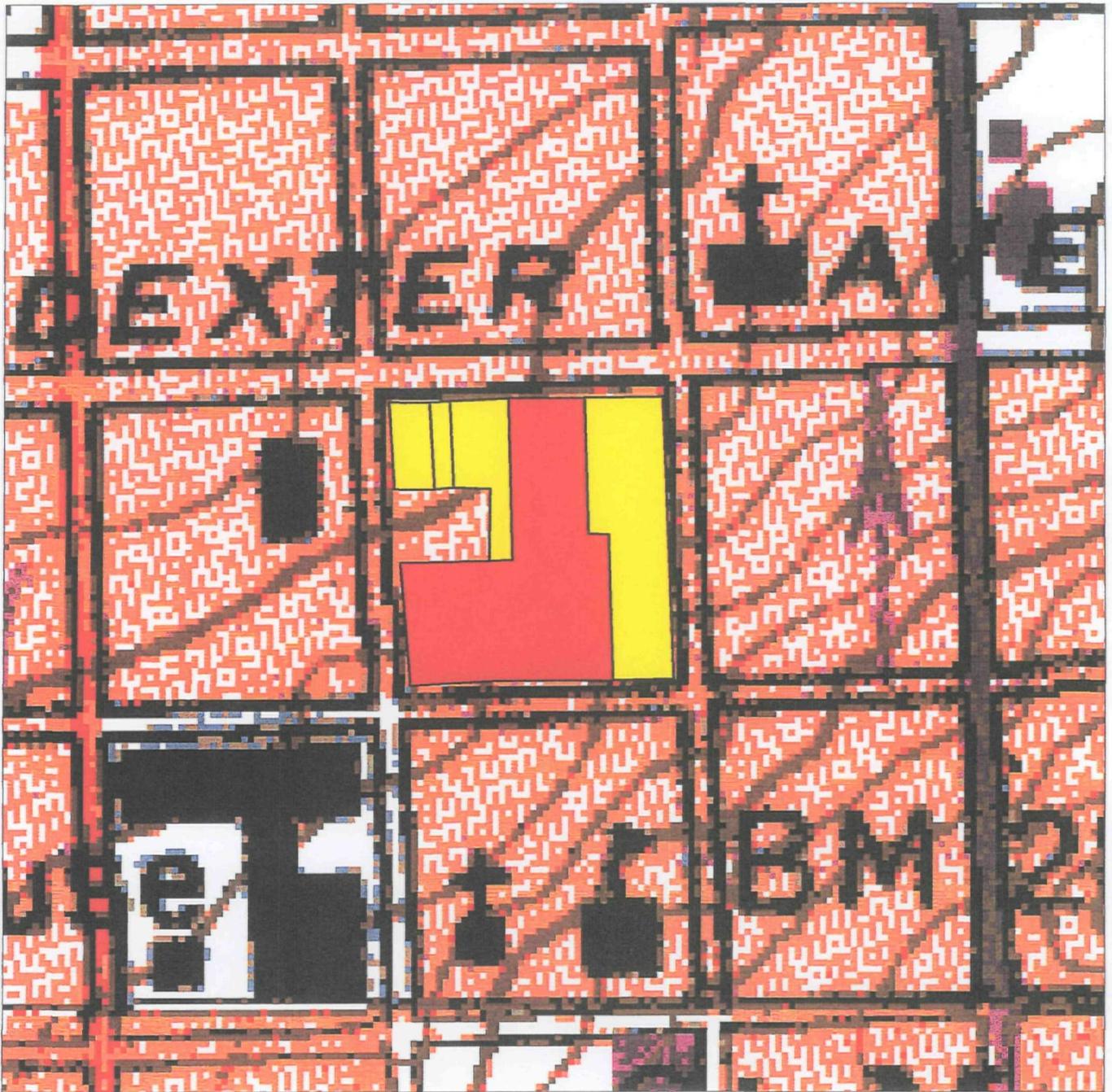


**Parcels.shp**  
Non-Utility  
Utility  
Sold

200 0 200 Feet



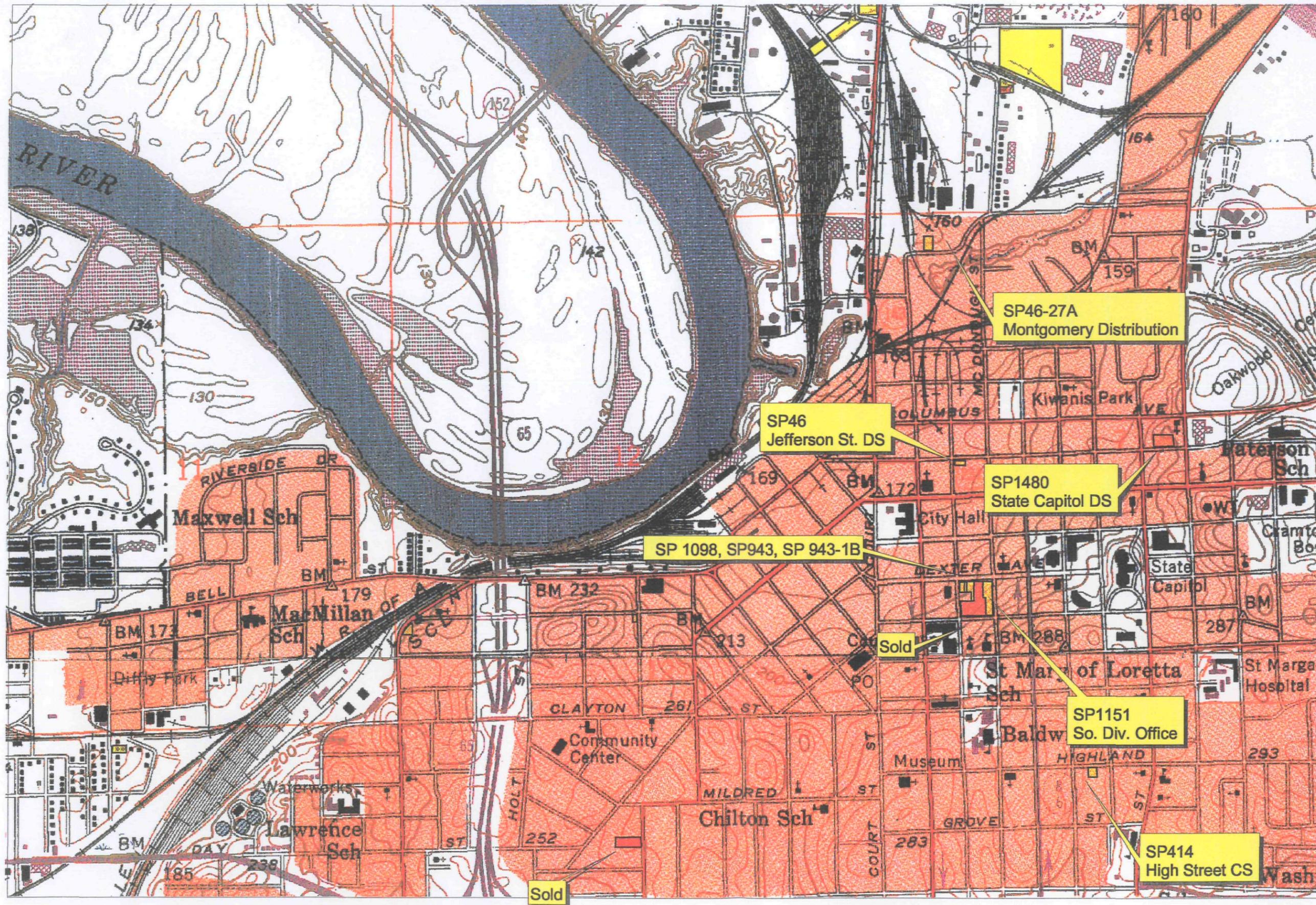
# Montgomery County



Parcels.shp  
Non-Utility  
Utility  
Sold

200 0 200 Feet





Parcels.shp  
 Non-Utility  
 Utility  
 Sold



Monroe St

N Lawrence St

N McDonough St

N Hull St

Dexter Ave

07 16N 18E

S Lawrence St

SP1098 ✓ SP943-1 ✓  
SP943 ✓

SP1098-1 ✓

Southern Division Office

SP1242 70225993 ✓ SP1151

S McDonough St

S Hull St

SP863 ✓

Washington Ave

S Perry St

Adams Ave

**Industrial Hygiene Report**  
**Alabama Power Company**  
**Southern Division Customer Service Center**  
**Indoor Air Quality Walk-Through Evaluation Report**  
**May 28, 1999**

**I. Purpose**

The purpose of this report is to convey the findings and offer recommendations from an indoor air quality walk-through survey conducted on the 4<sup>th</sup> floor of the Southern Division Office. The Southern Division Customer Service Center (CSC) is located on this floor. The survey was conducted on May 28, 1999.

**II. Background**

Mr. Charles Smith (Regulatory Compliance Analyst) and Clay McConnell requested the survey. Several employees in the work area had complained about indoor air quality on the 4<sup>th</sup> floor. Kenny Shupe, CIH of the Alabama Power Safety and Health Department was contacted and was asked to come to the location and perform a walk-through survey to identify any potential indoor air quality problems and offer recommendations for any problems detected.

**III. Scope and Materials/Methods**

The survey was limited to a walk-through inspection of the areas of concern. Grab samples using Sensidyne Carbon Dioxide (CO<sub>2</sub>) Detector Tubes (QC No. 80976) were taken at various areas. Also, Sensidyne Smoke Tubes were used to evaluate ventilation flow patterns. A Wibget Heat Stress Monitor (Model RSS-214) was used to determine temperature and relative humidity (RH).

**IV. Findings and Discussion**

Initially, temperature, RH, and CO<sub>2</sub> measurements were taken on the 2<sup>nd</sup> floor to serve as a control. The areas of concern on the 4<sup>th</sup> floor were then inspected for possible causes of the indoor air quality complaints. The areas on the 4<sup>th</sup> floor are designed as general office areas with cubicles and limited foot traffic. Straight diffusers are located throughout the areas with the airflow controlled by a single speed fan. It is my understanding that the HVAC system controlling the ventilation on the south-end of the CSC is different from the system that controls the north-end. The air filters for the HVAC systems are well maintained and are replaced on a regular basis. The 2-inch filters are replaced 3 times per year, and the 12-inch filters are replaced one time per year.

Plants are located throughout the 4<sup>th</sup> floor office areas and are maintained by a contracted plant service. The plants and plant soil were inspected for mold/mildew growth, however, none was found. Housekeeping in the area was generally good with no accumulations of visible dusts.

The following are the results of measurements taken at the CSC:

| <u>Location</u>                                      | <u>Temp. °F</u> | <u>% RH</u> | <u>CO<sub>2</sub> ppm</u> |
|--|-----------------|-------------|---------------------------|
| 2 <sup>nd</sup> Floor Conference Room (Control Area) | 73              | 65          | 700                       |
| 4 <sup>th</sup> Floor CSC South-end near break room  | 77              | 54          | 1000                      |
| 4 <sup>th</sup> Floor CSC South-end near south wall  | 77              | 53          | 1000                      |
| 4 <sup>th</sup> Floor CSC North-end near north wall  | 72              | 54          | 700                       |

The measured relative humidity was at comfortable levels and was consistent throughout the building. However, there was a substantial temperature difference between the south-end of the CSC and the control area and the north-end of the CSC. Also, the concentration of carbon dioxide was higher at the south-end of the CSC. The use of smoke tubes indicated less air movement on the south-end of the CSC. The higher levels of carbon dioxide and results of the smoke tube observations are indicators that the air on the south-end of the CSC is not “mixing” as well as the air in the control area and the north-end of the CSC.

## **V. Recommendations**

1. It is recommended that the amount of fresh air to the HVAC system controlling the ventilation to the south-end of the CSC be increased. An increased fresh air supply should help to maintain lower levels of carbon dioxide.
2. The airflow through supply air ducts on the south-end of the CSC may need to be increased or re-directed to ensure adequate mixing of the air. Obviously, the amount of return air from this area would also have to be increased.
3. Contact Kenny Shupe (8-257-2022) in the Safety and Health Department after adjustments have been made so that a follow-up survey can be performed.

If there are any questions contact Kenny Shupe at 8-257-2022.

Kenneth R. Shupe, CIH  
APCo Safety and Health

**Industrial Hygiene Report**  
**Alabama Power Company**  
**Southern Division Customer Service Center**  
**Indoor Air Quality Walk-Through Evaluation Report**  
**September 14, 1999**

**I. Purpose**

The purpose of this report is to convey the findings and offer recommendations from an indoor air quality (IAQ) walk-through survey conducted on the 4<sup>th</sup> floor of the Southern Division Office. The Southern Division Customer Service Center (CSC) is located on this floor. The survey was a follow-up to the survey that was conducted on May 28, 1999.

**II. Background**

Mr. Clay McConnell requested the survey as a follow-up after adjustments had been made to the HVAC system following the survey that was conducted on May 28, 1999. Several employees in the work area had complained about indoor air quality on the 4<sup>th</sup> floor. Kenny Shupe, CIH of the Alabama Power Safety and Health Department was contacted and was asked to come to the location and perform a walk-through survey to identify any potential indoor air quality problems and offer recommendations for any problems detected. The initial survey conducted in May did not indicate any significant IAQ problems; however, there were a couple of areas on the fourth floor that had slightly elevated levels of carbon dioxide (CO<sub>2</sub>). The HVAC system was adjusted in an attempt to increase the make-up air in the affected areas from 10% to 15%.

**III. Scope and Materials/Methods**

The survey was limited to a walk-through inspection of the areas of concern. Grab samples using Sensidyne Carbon Dioxide (CO<sub>2</sub>) Detector Tubes (QC No. 80976) were taken at various areas. A Wibget Heat Stress Monitor (Model RSS-214) was used to determine temperature and relative humidity (RH).

**IV. Findings and Discussion**

Initially, temperature, RH, and CO<sub>2</sub> measurements were taken on the 2<sup>nd</sup> floor to serve as a control. The areas of concern on the 4<sup>th</sup> floor were then inspected and CO<sub>2</sub> measurements were obtained. The areas on the 4<sup>th</sup> floor are designed as general office areas with cubicles and limited foot traffic. Straight diffusers are located throughout the areas with the airflow controlled by a single speed fan. It is my understanding that the HVAC system controlling the ventilation on the south-end of the CSC is different from the system that controls the north-end. The air filters for the HVAC systems are well maintained and are replaced on a regular basis. The 2-inch filters are replaced 3 times per year, and the 12-inch filters are replaced one time per year.

Plants are located throughout the 4<sup>th</sup> floor office areas and are maintained by a contracted plant service. The plants and plant soil were inspected for mold/mildew growth, however, none was found. Housekeeping in the area was generally good with no accumulations of visible dusts.

The following are the results of measurements taken at the CSC on 9/14/99:

| <u>Location</u>                                      | <u>Temp. °F</u> | <u>% RH</u> | <u>CO<sub>2</sub> ppm</u> |
|--|-----------------|-------------|---------------------------|
| 2 <sup>nd</sup> Floor Conference Room (Control Area) | 72              | 70          | 800                       |
| 4 <sup>th</sup> Floor CSC South-end near break room  | 73              | 53          | 800                       |
| 4 <sup>th</sup> Floor CSC South-end near south wall  | 72              | 52          | 700                       |
| 4 <sup>th</sup> Floor CSC North-end near north wall  | 74              | 55          | 700                       |

The measured relative humidity and dry bulb temperatures on the fourth floor were at comfortable levels and were consistent throughout the building. Also, the concentration of carbon dioxide was uniform and at acceptable levels. Compared to the survey that was conducted in May, the CO<sub>2</sub> levels on the South-end near break room and the South-end near south wall had decreased from 1000 ppm to 800 ppm and 1000 ppm to 700 ppm respectively. It is believed that the decrease in CO<sub>2</sub> levels were the result of adjusting the HVAC system to increase the amount of make-up air in these areas from 10% to 15%.

#### **V. Recommendations**

1. It is recommended that the amount of fresh air to the HVAC system controlling the ventilation to the south-end of the CSC be maintained at 15%.
2. If more IAQ complaints are received, contact Kenny Shupe (8-257-2022) in the Safety and Health Department so that another follow-up survey can be performed.

If there are any questions contact Kenny Shupe at 8-257-2022.

Kenneth R. Shupe, CIH  
APCo Safety and Health

NFPA 902 - F96 ROP

Form 902F

BASIC INCIDENT REPORT  
Fill in this Report  
In Your Own Words

MONTGOMERY

Fire Department

Revised Report

A  
B  
C  
D  
E  
F  
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P  
Q  
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S  
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V  
W  
X  
Y  
Z

COMPLETE ON ALL INCIDENTS

ON ALL FIRES  
TI-10-19

COMPLETE IF FIRE  
TYPE OF INCIDENT (TI) 10-19  
FOR STRUCTURE FIRE  
TI-11-13

TI  
12-14

COMPLETE ON  
ALL INCIDENTS

|  |                      |  |                                 |  |  |                           |   |                              |
|--|----------------------|--|---------------------------------|--|--|---------------------------|---|------------------------------|
| FD ID  | Incident No.<br>7682 | Index No.  | Mo.<br>04                       | Day<br>29  | Year<br>03   | Alarm Time<br>1134        | Time on Scene<br>1138                     | Time Last Unit Clear<br>1238 |
| Location Address<br>244 Dexter Ave.  |                      | City/Town<br>Montgomery  |                                 | Zip Code<br>36104  |  | Property No.              |   |                              |
| Occupant Name (Last, First, MI)<br>Alabama Power Company   |                      |  |                                 |  |  | Telephone No.<br>832-3502 |   | Room or Apt.                 |
| Owner Name (Last, First, MI)<br>Same   |                      |  | Address<br>Same                 |  |  | Telephone No.<br>Same     |   |                              |
| Method of Alarm to Fire Department<br>Telephone  |                      |  |                                 |  | Type of Situation Found<br>3 Gas Odor  |                           | 5 9                                       |                              |
| Type of Action Taken<br>Investigate  |                      | District<br>7 1 I  | Shift<br>A                      |  | No. of Alarms<br>W-2   |                           | Outside Fire Service Assistance<br>none 8 |                              |
| General Property Use<br>Business   |                      | Specific Property Use<br>Business                                |                                 | County<br>5 9 2  |  |                           | Census Tract                              |                              |
| No. of Fire Suppression<br>Apparatus 0 3 Personnel 1 2   |                      | No. of Emergency Medical Services<br>Apparatus 0 1 Personnel 0 2 |                                 | No. of Other Fire Service<br>Apparatus 0 0 Personnel 0 0 |  |                           |   |                              |
| No. of Injuries*<br>Fire Service 0 0 Non-Fire Service 0 0  |                      | No. of Fatalities*<br>Fire Service 0 0 Non-Fire Service 0 0      |                                 |  |  |                           |   |                              |
| Condition of Fire on Arrival of First Unit   |                      |  |                                 |  | Area of Fire Origin  |                           |   |                              |
| Equipment Involved in Ignition   |                      | Year   | Brand Name                      |  | Model  | Serial No.                |   |                              |
| Form of Heat Ignition  |                      | Material First Ignited<br>Form                                   |                                 | Type   |  |                           |   |                              |
| Ignition Factor  |                      | Method of Extinguishment   |                                 |  |  |                           |   |                              |
| Property Loss  |                      |  |                                 |  | Number of Acres Burned   |                           |   |                              |
| Type of Construction   |                      | No. of Stories   |                                 | Level of Origin  |  |                           |   |                              |
| Structure Status   |                      |  |                                 |  | No. of Occupants at Time of Incident   |                           |   |                              |
| Material Contributing to Fire Growth<br>Form   |                      |  |                                 |  | Type   |                           |   |                              |
| Factor Contributing to Flame Travel  |                      |  |                                 |  | Avenue of Smoke Travel   |                           |   |                              |
| Detector Type  |                      |  |                                 |  | Detector Power Supply  |                           |   |                              |
| Detector Performance   |                      |  |                                 |  | Reason for Detector Failure  |                           |   |                              |
| Type of Automatic Sprinkler System   |                      |  |                                 |  | Coverage of Sprinkler System   |                           |   |                              |
| Sprinkler System Performance   |                      |  | No. of Sprinkler Heads Operated |  | Reason for Sprinkler System Failure  |                           |   |                              |
| Extent of Flame Damage   |                      | Extent of Smoke Damage   |                                 | Extent of Extinguishing Agent Damage                     |  |                           |   |                              |
| Mobile Property Type   |                      | Year   | Make                            | Model  | Serial/VIN No.   |                           | License No.                               |                              |
| Member Making Report<br>G.R. Owens Sgt E-6 04-29-03  |                      |  | Date                            |  | Officer in Charge (Name, Position, Assignment)<br>C.D. Stephens Lt E-6 4/29/03 |                           | Date                                      |                              |
| Remarks:<br>Dispatched with R-91 to a Gas leak with breathing difficulty. Upon arrival, We found A-1 Roofing Co. was putting tar on the roof of the building and the fumes were getting in the building through the A/C intake Called Haz-Mat 4 to come check out the building to make sure it was clear. <input type="checkbox"/> Remarks continued on reverse side |                      |  |                                 |  |  |                           |   |                              |

\* A Form 902G must be completed for each fire casualty  
This form is for use with NFPA 902, Fire Reporting Field Incident Guide. Users also should refer to NFPA 901, Standard Classifications for Incident Reporting and Fire Protection Data, for information on fire reporting systems and data Classifications to be entered on this form.



Alabama Power Company  
244 Dexter Ave  
Montgomery, Al 36104

The air quality incident on April 29, 2003 involving the roof repair at 244 Dexter Ave was resolved by closing the fresh air intake on the building until the repairs were completed.