PRELIMINARY ASSESSMENT REPORT
VOL. 2

10697158

Site picture

Proctor Creek at Hortense Way, at Atlanta, Ga (02336517)

Site information/streamflow summary

- Hydrologic summary and site description (PDF file)

Real-time water information

- Stage and streamflow

Long-term water information

Streamflow information

- Recent daily streamflow

Site description

- Site-description page
- Site-map page

Help

- Help: Streamflow concepts.
- Help: Explanations of topics listed to the right.

National Water Information System (NWIS)

GWIN Home • Water Resources of Georgia | United States
Comments? Questions? Contact Howard Perlman
This URL: http://nts4dgaatl.er.usgs.gov:80/gawater/siteinfo.cfm
Last updated: 03/01/2007 10:23:30 AM

Water Science basics

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: Available Now in NWISWeb

Site Map for Georgia

Times for Georgia stations are shown as Eastern Standard Time. If your clock is set to Eastern Daylight Savings Time, add one hour to the time shown on the Web page to compare to your clock time.

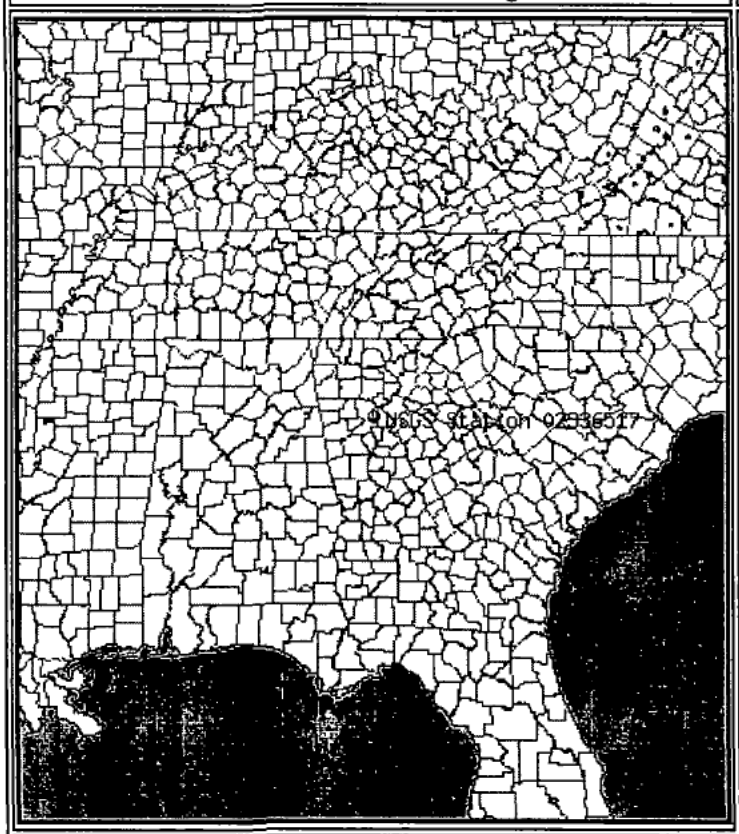
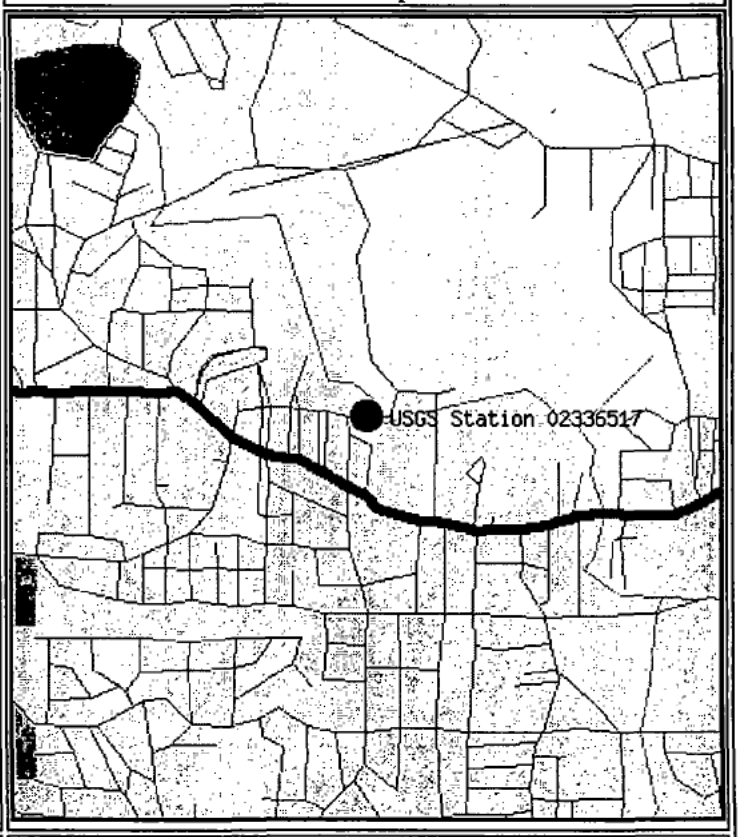
Additional information may be found on the USGS Water Resources of Georgia page, including low-flow statistics and flood-frequency information for selected stations.

NEW! If you would like to stay informed about USGS activities in Georgia, including publication releases, gage shutdown notifications and other general USGS news, sign up for Georgia Water Science Center E-mail Notices.

USGS 02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA

Available data for this site Site map GO

Fulton County, Georgia
Hydrologic Unit Code 03130002
Latitude 33°46'32", Longitude 84°26'27" NAD27
Drainage area 7.20 square miles

Location of the site in Georgia.	Site map.
	
	ZOOM IN 2X, 4X, 6X, 8X, or ZOOM OUT 2X, 4X, 6X, 8X.

Maps are generated by US Census Bureau TIGER Mapping Service.

Retrieved on 2007-11-21 14:16:10 EST

Water-Data Report GA-2005

02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA

Apalachicola River Basin

LOCATION.--Lat 33°46′32″, long 84°26′27″ referenced to North American Datum of 1927, Fulton County, Hydrologic Unit 03130002, on downstream side of bridge on Hortense Way, 0.2 miles north of US 78, 3.2 miles east of Interstate 285, 2.9 miles west of Interstate 75/85.

DRAINAGE AREA.--7.20 mi^2.

WATER-DISCHARGE RECORDS

PERIOD OF RECORD.--
DISCHARGE: April 1, 2003 to current year.
GAGE-HEIGHT: April 1, 2003 to current year.

REVISED RECORDS.--WDR GA-04-01: 2003 water year daily values.

GAGE.--Satellite telemetry with water-stage recorder. Datum of gage is 830 feet above National Geodetic Vertical Datum (NGVD) of 1929 (from topographic map).

COOPERATION.--City of Atlanta.

REMARKS.--Discharge records good, except for periods of estimated discharge, which are poor. Gage-height records good.

EXTREMES FOR PERIOD OF RECORD.--Maximum discharge recorded, unknown, September 16, 2004; maximum gage-height recorded, 13.95 feet, September 16, 2004; minimum daily discharge recorded, 1.1 cfs, September 11, 2003, September 5, 2004, and September 11-12, 15-18, 2005.

EXTREMES FOR CURRENT YEAR.--Maximum discharge recorded, unknown, July 6; maximum gage height recorded, 13.35 feet, July 6; minimum gage height recorded, 1.13 feet, October 15; minimum daily discharge recorded, 1.1 cfs, September 11,12,15,16,17,18.

02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA—Continued

DISCHARGE, CUBIC FEET PER SECOND
WATER YEAR OCTOBER 2004 TO SEPTEMBER 2005
DAILY MEAN VALUES
[e, estimated]

Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1	3.2	2.1	18	3.0	3.2	5.7	61	4.5	34	23	2.8	1.7
2	2.9	e193	3.3	3.0	23	4.5	15	3.3	3.7	2.4	2.2	1.6
3	2.7	21	3.1	3.0	25	4.2	5.8	3.0	2.8	e81	2.0	1.5
4	2.5	97	3.3	2.9	4.0	3.9	4.9	2.8	2.5	2.8	22	1.4
5	2.5	4.3	10	3.0	3.4	3.7	4.4	2.8	5.2	26	13	1.4
6	2.4	3.2	41	9.4	3.2	3.5	4.4	2.8	2.4	e380	2.8	1.4
7	2.3	2.8	35	3.1	3.1	79	45	2.7	2.4	65	86	1.6
8	2.1	2.7	4.8	6.4	3.6	19	5.4	2.6	4.3	6.9	7.8	1.3
9	2.2	2.6	120	2.9	17	4.7	4.1	2.5	17	85	7.7	1.2
10	e2.1	2.3	31	2.8	4.0	4.0	3.8	2.4	2.4	e173	7.1	1.2
11	e2.1	14	7.1	2.8	3.1	3.8	3.7	2.4	36	e578	5.4	1.1
12	2.1	17	5.5	2.8	3.0	3.6	8.9	2.7	17	21	12	1.1
13	2.2	2.6	4.8	66	2.9	3.5	4.2	2.3	4.2	8.1	59	1.2
14	2.0	2.3	4.5	12	7.4	6.0	3.3	2.3	2.6	6.0	4.5	1.2
15	2.0	2.4	4.5	3.7	3.0	3.4	3.3	83	2.4	e17	2.7	e1.1
16	1.8	2.4	4.5	3.3	2.9	16	3.1	3.4	2.4	5.4	2.4	e1.1
17	1.8	2.3	4.4	3.2	2.8	4.4	3.0	2.8	2.5	4.6	2.3	1.1
18	1.9	2.3	4.4	3.1	2.7	3.5	2.9	2.6	2.3	4.2	2.1	1.1
19	69	2.3	4.1	3.1	2.7	3.4	3.0	2.6	2.1	9.9	16	e1.2
20	3.7	2.5	3.9	3.1	8.3	3.3	2.9	11	63	3.6	2.2	e1.3
21	2.2	47	3.9	3.0	56	3.2	3.0	2.9	68	e8.4	2.1	e1.3
22	2.3	73	21	2.9	5.8	32	65	2.7	2.7	3.4	1.9	e1.4
23	2.0	86	82	2.8	49	42	7.4	2.7	2.3	3.2	2.5	1.4
24	2.0	55	5.4	2.9	111	4.4	3.4	2.8	2.1	3.1	2.2	1.3
25	1.9	6.4	4.4	2.9	6.1	3.9	3.3	2.7	2.0	2.9	1.8	1.3
26	2.0	4.7	4.0	3.0	4.8	3.7	23	2.6	6.9	3.0	1.7	2.7
27	2.0	5.8	3.8	3.0	34	230	3.5	2.5	2.3	2.9	1.7	1.3
28	2.3	3.7	3.6	2.5	28	46	2.9	2.5	2.2	3.7	1.6	1.4
29	2.3	3.4	3.7	e17	---	5.6	2.8	7.5	2.3	14	e165	1.3
30	2.1	3.2	3.4	e17	---	4.3	96	9.9	2.2	4.0	13	1.3
31	2.1	---	3.2	4.3	---	e233	---	10	---	4.3	3.2	---
Total	136.7	669.3	455.6	203.9	423.0	791.2	402.4	193.3	304.2	1,555.8	458.7	40.5
Mean	4.41	22.3	14.7	6.58	15.1	25.5	13.4	6.24	10.1	50.2	14.8	1.35
Max	69	193	120	66	111	233	96	83	68	578	165	2.7
Min	1.8	2.1	3.1	2.5	2.7	3.2	2.8	2.3	2.0	2.4	1.6	1.1
Med	2.1	3.3	4.5	3.0	4.0	4.3	4.0	2.7	2.5	6.0	2.8	1.3
Ac-ft	271	1,330	904	404	839	1,570	798	383	603	3,090	910	80

STATISTICS OF MONTHLY MEAN DATA FOR WATER YEARS 2003 - 2005, BY WATER YEAR (WY)

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Mean	6.14	16.1	10.3	7.46	12.9	14.6	9.01	15.0	15.7	26.0	8.64	10.9
Max	7.86	22.3	14.7	8.35	15.1	25.5	13.4	31.8	21.6	50.2	14.8	25.9
(WY)	(2004)	(2005)	(2005)	(2004)	(2005)	(2005)	(2005)	(2003)	(2003)	(2005)	(2005)	(2004)
Min	4.41	9.84	5.94	6.58	10.9	3.58	4.60	6.24	10.1	9.81	3.74	1.35
(WY)	(2005)	(2004)	(2004)	(2005)	(2004)	(2004)	(2004)	(2005)	(2005)	(2004)	(2003)	(2005)

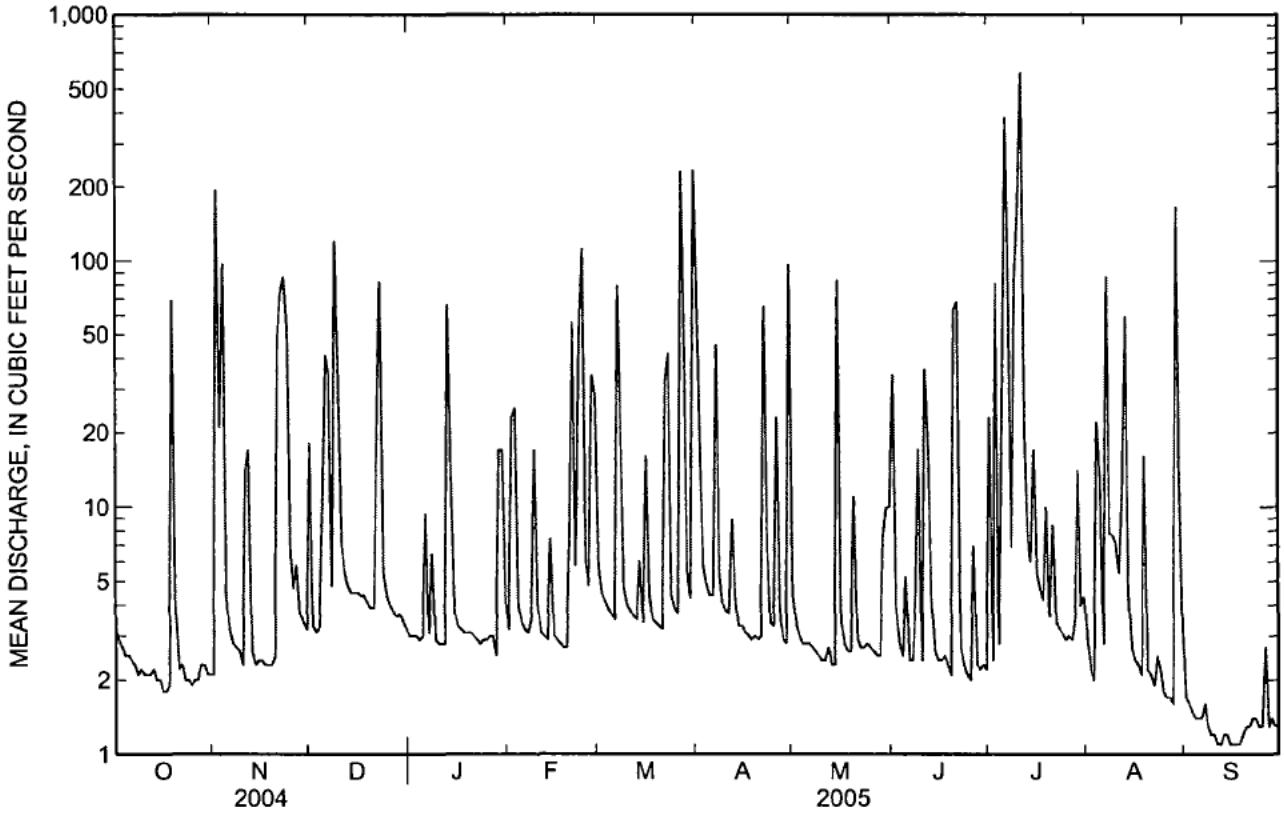
02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA—Continued

SUMMARY STATISTICS

	Calendar Year 2004		Water Year 2005		Water Years 2003 - 2005	
Annual total	4,072.4		5,634.6			
Annual mean	11.1		15.4		12.5	
Highest annual mean					15.4	2005
Lowest annual mean					9.66	2004
Highest daily mean	250	Sep 16	578	Jul 11	578	Jul 11, 2005
Lowest daily mean	1.1	Sep 5	a1.1	Sep 11	b1.1	Sep 11, 2003
Annual seven-day minimum	1.3	Apr 19	1.1	Sep 11	1.1	Sep 11, 2005
Maximum peak stage			13.35	Jul 6	13.95	Sep 16, 2004
Annual runoff (ac-ft)	8,080		11,180		9,090	
10 percent exceeds	28		35		27	
50 percent exceeds	2.4		3.2		2.9	
90 percent exceeds	1.6		1.9		1.6	

a Also September 12, 15, 16, 17, 18 and September 15, 16 estimated.

b Numerous days in September of 2003, 2004, and 2005.

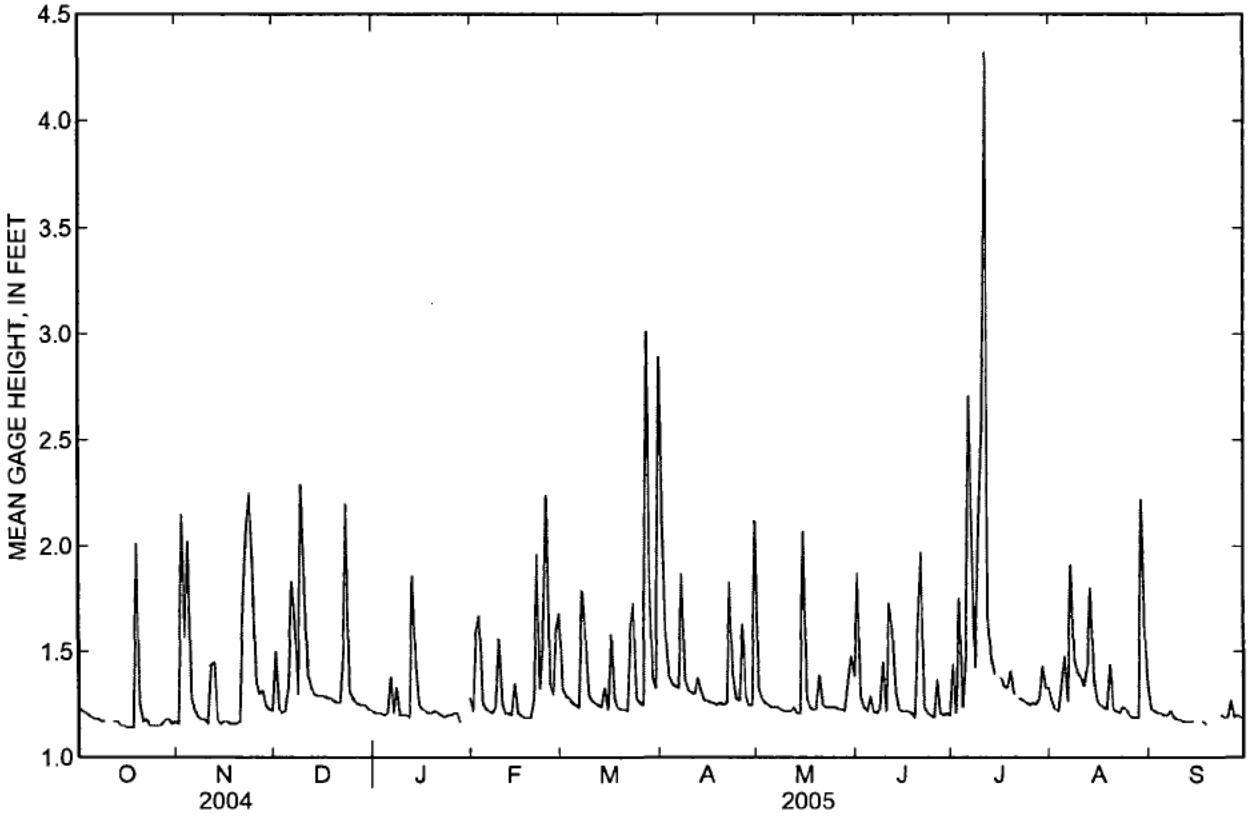


02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA—Continued

GAGE HEIGHT, FEET
WATER YEAR OCTOBER 2004 TO SEPTEMBER 2005
DAILY MEAN VALUES

Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1	1.24	1.16	1.50	1.21	1.22	1.33	2.07	1.33	1.87	1.44	1.27	1.23
2	1.22	2.15	1.23	1.21	1.59	1.29	1.58	1.28	1.29	1.21	1.23	1.22
3	1.21	1.57	1.21	1.21	1.67	1.28	1.39	1.26	1.24	1.75	1.22	1.21
4	1.20	2.02	1.22	1.20	1.26	1.26	1.35	1.25	1.22	1.24	1.36	1.21
5	1.19	1.28	1.34	1.21	1.23	1.25	1.34	1.24	1.29	1.48	1.48	1.20
6	1.18	1.22	1.83	1.38	1.22	1.24	1.33	1.24	1.22	2.71	1.27	1.20
7	1.18	1.19	1.64	1.21	1.21	1.79	1.87	1.24	1.21	2.10	1.91	1.22
8	1.17	1.18	1.30	1.33	1.24	1.59	1.37	1.23	1.23	1.43	1.46	1.19
9	1.17	1.18	2.29	1.20	1.56	1.30	1.32	1.22	1.45	2.06	1.40	1.18
10	---	1.16	1.82	1.20	1.26	1.27	1.31	1.22	1.22	2.57	1.38	1.18
11	---	1.44	1.39	1.20	1.21	1.26	1.30	1.22	1.73	4.32	1.34	1.17
12	1.17	1.45	1.33	1.19	1.21	1.25	1.38	1.24	1.62	1.68	1.43	1.17
13	1.17	1.18	1.30	1.86	1.20	1.24	1.32	1.21	1.31	1.47	1.80	1.17
14	1.15	1.16	1.29	1.45	1.35	1.33	1.27	1.21	1.23	1.40	1.36	1.17
15	1.15	1.17	1.29	1.25	1.21	1.23	1.27	2.07	1.22	---	1.27	---
16	1.14	1.17	1.29	1.23	1.20	1.58	1.26	1.28	1.22	1.38	1.25	---
17	1.14	1.16	1.28	1.22	1.19	1.28	1.26	1.24	1.22	1.34	1.24	1.17
18	1.14	1.16	1.28	1.21	1.19	1.24	1.25	1.23	1.21	1.33	1.23	1.16
19	2.01	1.16	1.27	1.21	1.19	1.23	1.26	1.23	1.19	1.41	1.44	---
20	1.26	1.17	1.26	1.22	1.28	1.23	1.25	1.39	1.62	1.30	1.23	---
21	1.17	1.73	1.26	1.21	1.96	1.22	1.26	1.25	1.97	---	1.22	---
22	1.18	2.07	1.50	1.20	1.33	1.61	1.83	1.24	1.24	1.28	1.21	---
23	1.15	2.25	2.20	1.19	1.58	1.73	1.40	1.24	1.21	1.27	1.24	1.20
24	1.15	1.91	1.32	1.20	2.24	1.28	1.28	1.24	1.20	1.26	1.23	1.19
25	1.15	1.36	1.28	1.20	1.35	1.26	1.27	1.24	1.19	1.25	1.20	1.19
26	1.15	1.30	1.26	1.21	1.30	1.25	1.63	1.23	1.37	1.26	1.19	1.27
27	1.16	1.32	1.25	1.21	1.59	3.01	1.29	1.23	1.21	1.25	1.19	1.19
28	1.18	1.25	1.25	1.17	1.68	1.85	1.25	1.22	1.20	1.28	1.19	1.20
29	1.18	1.23	1.25	---	---	1.38	1.25	1.36	1.21	1.43	2.22	1.19
30	1.16	1.22	1.23	---	---	1.33	2.12	1.48	1.20	1.33	1.59	1.19
31	1.17	---	1.22	1.28	---	2.89	---	1.39	---	1.33	1.33	---
Mean	---	1.40	1.40	---	1.38	1.46	1.41	1.29	1.33	---	1.37	---
Max	---	2.25	2.29	---	2.24	3.01	2.12	2.07	1.97	---	2.22	---
Min	---	1.16	1.21	---	1.19	1.22	1.25	1.21	1.19	---	1.19	---

02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA—Continued



WATER-QUALITY RECORDS

COOPERATION.--City of Atlanta.

REMARKS.--Medium code 9 indicates a surface water sample. Medium code 1 indicates a suspended sediment sample. Hydrologic event 9 indicates a routine sample while J designates a storm event sample. Laboratory chemical analyses with analyzing agency code 80020 are by the U.S. Geological Survey, National Water Quality Laboratory. Laboratory chemical analyses with analyzing code 81345 are by the U.S. Geological Survey, Panola Mountain Laboratory. Laboratory sediment analyses with analyzing code 81350 are by the U.S. Geological Survey, Sediment Partitioning Research Laboratory. Field determinations of discharge, specific conductance, pH, water temperature, turbidity, and dissolved oxygen are by the U.S. Geological Survey.

02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA—Continued

WATER-QUALITY DATA
WATER YEAR OCTOBER 2004 TO SEPTEMBER 2005

Part 1 of 14

[Remark codes: <, less than; >, greater than; E, estimated; M, presence verified but not quantified. Value qualifier codes: @, holding time exceeded; c, see laboratory comment; d, diluted sample: method hi range exceeded; k, counts outside acceptable range; m, value is highly variable by this method; n, below the LRL and above the LT-MDL; o, result determined by alternate method; t, below the long-term MDL. Null value qualifier codes: i, required sample type not received; o, insufficient amount of water; u, unable to determine-matrix interference; x, result failed quality assurance review.]

Date	Time	Medium code	Hydro-logic event	Agency ana-lyzing sample, code (00028)	Gage height, feet (00065)	Dis-charge, cfs (00060)	Instan-taneous dis-charge, cfs (00061)	Turb-idity, IR LED light, det ang 90 deg, FNU (63680)	Dis-solved oxygen, mg/L (00300)	pH, water, unfltrd field, std units (00400)	Specif. conduc-tance, wat unf uS/cm 25 degC (00095)	Temper-ature, water, deg C (00010)	Calcium water, fltrd, mg/L (00915)
Nov													
02...	0901	9	9	80020	1.16	2.0	--	2.7	6.7	7.0	303	19.5	--
02...	0902	9	9	81350	--	--	--	--	--	--	--	--	--
Dec													
16...	1015	9	9	80020	1.21	3.0	--	11	12.5	7.2	264	4.1	29.7
16...	1017	9	9	81350	--	--	--	--	--	--	--	--	--
Feb													
07...	1015	9	9	80020	1.21	3.0	--	3.0	10.8	7.1	279	8.4	28.9
07...	1017	9	9	81350	--	--	--	--	--	--	--	--	--
Apr													
07...	0745	9	J	80020	1.56	--	10	35	9.0	6.9	164	15.8	14.2
07...	0747	9	J	81350	--	--	--	--	--	--	--	--	--
Jun													
09...	1015	9	J	80020	1.30	3.7	--	56	7.0	7.0	153	22.3	14.2
09...	1016	9	J	81350	--	--	--	--	--	--	--	--	--
27...	0814	9	9	81350	--	--	--	--	--	--	--	--	--
27...	0815	9	9	80020	1.21	2.3	--	5.7	7.0	7.1	226	21.7	20.6
Jul													
13...	1200	9	9	80020	1.46	7.8	--	12	7.4	7.2	257	23.0	33.1
13...	1201	9	9	81350	--	--	--	--	--	--	--	--	--
Aug													
02...	0930	9	9	80020	1.23	2.2	--	3.7	7.1	7.2	253	22.7	25.4
02...	0931	9	9	81350	--	--	--	--	--	--	--	--	--
16...	0857	9	9	81350	--	--	--	--	--	--	--	--	--
16...	0900	9	9	80020	1.25	2.5	--	1.9	7.2	7.2	269	23.8	29.8
31...	0930	9	9	80020	1.39	4.1	--	6.8	4.0	7.1	311	23.0	28.0
31...	0931	9	9	81350	--	--	--	--	--	--	--	--	--
Sep													
06...	1115	9	9	80020	1.20	1.4	--	1.9	7.6	7.4	290	20.9	30.1
06...	1116	9	9	81350	--	--	--	--	--	--	--	--	--
22...	1015	9	9	80020	1.20	1.4	--	6.6	6.9	7.3	301	22.5	31.0
22...	1016	9	9	81350	--	--	--	--	--	--	--	--	--
26...	0945	9	9	80020	1.28	2.3	--	4.2	6.5	7.3	306	22.0	29.8
26...	0946	9	9	81350	--	--	--	--	--	--	--	--	--
Nov													
02...	0901	1	9	81350	1.16	2.0	--	2.7	--	--	--	--	--
Dec													
16...	1015	1	9	81350	1.21	3.0	--	11	--	--	--	--	--
Feb													
07...	1015	1	9	81350	1.21	3.0	--	3.0	--	--	--	--	--

02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA—Continued

WATER-QUALITY DATA
WATER YEAR OCTOBER 2004 TO SEPTEMBER 2005
Part 2 of 14

[Remark codes: <, less than; >, greater than; E, estimated; M, presence verified but not quantified. Value qualifier codes: @, holding time exceeded; c, see laboratory comment; d, diluted sample: method hi range exceeded; k, counts outside acceptable range; m, value is highly variable by this method; n, below the LRL and above the LT-MDL; o, result determined by alternate method; t, below the long-term MDL. Null value qualifier codes: i, required sample type not received; o, insufficient amount of water; u, unable to determine-matrix interference; x, result failed quality assurance review.]

Date	Magnesium, water, fltrd, mg/L (00925)	Potassium, water, fltrd, mg/L (00935)	Sodium, water, fltrd, mg/L (00930)	Alkalinity, wat flt fxd end lab, mg/L as CaCO3 (29801)	Chloride, water, fltrd, mg/L (00940)	Silica, water, fltrd, mg/L (00955)	Sulfate water, fltrd, mg/L (00945)	Ammonia + org-N, water, fltrd, mg/L as N (00623)	Ammonia + org-N, water, unfltrd mg/L as N (00625)	Ammonia water, fltrd, mg/L as N (00608)	Nitrate water, fltrd, mg/L as N (00618)	Nitrite + nitrate water fltrd, mg/L as N (00631)	Nitrite water, fltrd, mg/L as N (00613)
Nov													
02...	--	--	--	--i	--	--	--	.17	.20	<.04	.56	.57	.011
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
Dec													
16...	5.72	4.11	13.6	75@c	13.6	22.2	31.1	.27	.21	--	1.24	1.26d	.021
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
Feb													
07...	5.59	3.93	16.9	69@c	16.7	20.1	31.2	.29	.22	--	1.19	1.21d	.015
07...	--	--	--	--	--	--	--	--	--	--	--	--	--
Apr													
07...	2.33	3.36	9.54	38@c	10.6	8.36	14.6	.91	.80	--	.84	.86	.014
07...	--	--	--	--	--	--	--	--	--	--	--	--	--
Jun													
09...	2.23	4.02	6.92	36@c	7.67	9.47	16.3	.89	.98	--	.84	.87	.029
09...	--	--	--	--	--	--	--	--	--	--	--	--	--
27...	--	--	--	--	--	--	--	--	--	--	--	--	--
27...	3.66	3.75	13.5	56@c	14.3	16.7	20.6	.44	.48	--	.54	.55	.014
Jul													
13...	4.75	5.10	10.1	76@c	8.87	18.1	30.3	.42	.40	--	1.02	1.04	.021
13...	--	--	--	--	--	--	--	--	--	--	--	--	--
Aug													
02...	4.46	3.96	12.1	70@c	13.8	18.6	25.2	.28	.29	--	.73	.76	.035
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
16...	4.87	4.63	12.4	77@c	12.6	20.3	28.6	.39	.27	--	.84	.89	.055
31...	4.48	5.66	17.8	71@c	19.6	17.2	30.1	2.9	3.5	--	.22	.24	.020
31...	--	--	--	--	--	--	--	--	--	--	--	--	--
Sep													
06...	5.29	4.40	14.7	82@c	17.1	21.4	29.9	.27	.23	--	.70	.76	.059
06...	--	--	--	--	--	--	--	--	--	--	--	--	--
22...	5.64	4.55	16.9	86@c	19.1	20.2	30.9	.23	.24	--	--	.63	<.008n
22...	--	--	--	--	--	--	--	--	--	--	--	--	--
26...	5.30	4.64	15.4	86@c	18.7	18.7	30.3	.40	.27	--	--	.60	<.008n
26...	--	--	--	--	--	--	--	--	--	--	--	--	--
Nov													
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
Dec													
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
Feb													
07...	--	--	--	--	--	--	--	--	--	--	--	--	--

02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA—Continued

WATER-QUALITY DATA
WATER YEAR OCTOBER 2004 TO SEPTEMBER 2005
Part 3 of 14

[Remark codes: <, less than; >, greater than; E, estimated; M, presence verified but not quantified. Value qualifier codes: @, holding time exceeded; c, see laboratory comment; d, diluted sample: method hi range exceeded; k, counts outside acceptable range; m, value is highly variable by this method; n, below the LRL and above the LT-MDL; o, result determined by alternate method; t, below the long-term MDL. Null value qualifier codes: i, required sample type not received; o, insufficient amount of water; u, unable to determine-matrix interference; x, result failed quality assurance review.]

Date	Ortho-phos-phate, water, fltrd, mg/L as P (00671)	Phos-phorus, water, fltrd, mg/L (00666)	Phos-phorus, water, unfltrd mg/L (00665)	Total nitro-gen, suspnd sedimnt percent (62845)	Phos-phorus, suspnd sedimnt total, percent (30292)	Total carbon, suspnd sedimnt total, percent (30244)	Organic carbon, suspnd sedimnt percent (50465)	E coli, Defined Substr. Tech., water, MPN/ 100 mL (50468)	Fecal coli-form, M-FC 0.7u MF col/ 100 mL (31625)	Total coli-form, Defined Tech., MPN/ 100 mL (50569)	Alum-inum, water, fltrd, ug/L (01106)	Cadmium water, fltrd, ug/L (01025)	Chrom-ium, water, fltrd, ug/L (01030)
Nov													
02...	<.02	.011	.026	--	--	--	--	560	500	18,000	2	.04	<.8
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
Dec													
16...	<.02	.005	.030	--	--	--	--	1,700	1,400	15,000	3	.09	<.8
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
Feb													
07...	<.02	.006	.019	--	--	--	--	280	250	2,000	3	.07	<.8
07...	--	--	--	--	--	--	--	--	--	--	--	--	--
Apr													
07...	.05	.087	.174	--	--	--	--	600	E19k	3,600	15	.10	<.8
07...	--	--	--	--	--	--	--	--	--	--	--	--	--
Jun													
09...	.02	.060	.161	--	--	--	--	13,000	9,000	1,500,000	20	.06	<.8n
09...	--	--	--	--	--	--	--	--	--	--	--	--	--
27...	--	--	--	--	--	--	--	--	--	--	--	--	--
27...	<.02n	.022	.076	--	--	--	--	990	3,500	>240,000 k	7	.05	<.8
Jul													
13...	<.02	.016	.053	--	--	--	--	3,300	13,000	210,000	6	.09	<.8
13...	--	--	--	--	--	--	--	--	--	--	--	--	--
Aug													
02...	<.02	.015	.047	--	--	--	--	860	2,100	44,000	4	<.04n	<.8
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
16...	<.02	.019	.044	--	--	--	--	1,400	E1,400k	58,000	5	<.04n	<.8
31...	<.02	.054	.26oc	--	--	--	--	>240,000 k	>20,000k	>240,000 k	14	.27	.15oc
31...	--	--	--	--	--	--	--	--	--	--	--	--	--
Sep													
06...	<.02	.016	.038	--	--	--	--	--	E670k	--	3	<.04n	<.04noc
06...	--	--	--	--	--	--	--	--	--	--	--	--	--
22...	<.02	.012	.029	--	--	--	--	300	290	14,000	2	<.04n	.05
22...	--	--	--	--	--	--	--	--	--	--	--	--	--
26...	<.02	.019	.039	--	--	--	--	110	710	18,000	4	.06	.12
26...	--	--	--	--	--	--	--	--	--	--	--	--	--
Nov													
02...	--	--	--	1.1	2.7	5.0	8.1	--	--	--	--	--	--
Dec													
16...	--	--	--	.89	2.9	7.0	8.5	--	--	--	--	--	--
Feb													
07...	--	--	--	--o	3.1	--o	--o	--	--	--	--	--	--

02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA—Continued

WATER-QUALITY DATA
WATER YEAR OCTOBER 2004 TO SEPTEMBER 2005
Part 4 of 14

[Remark codes: <, less than; >, greater than; E, estimated; M, presence verified but not quantified. Value qualifier codes: @, holding time exceeded; c, see laboratory comment; d, diluted sample: method hi range exceeded; k, counts outside acceptable range; m, value is highly variable by this method; n, below the LRL and above the LT-MDL; o, result determined by alternate method; t, below the long-term MDL. Null value qualifier codes: i, required sample type not received; o, insufficient amount of water; u, unable to determine-matrix interference; x, result failed quality assurance review.]

Date	Copper, water, fltrd, ug/L (01040)	Iron, water, fltrd, ug/L (01046)	Lead, water, fltrd, ug/L (01049)	Manganese, water, fltrd, ug/L (01056)	Nickel, water, fltrd, ug/L (01065)	Silver, water, fltrd, ug/L (01075)	Zinc, water, fltrd, ug/L (01090)	Aluminum, suspnd sedimnt total, percent (30221)	Antimony, suspnd sedimnt total, ug/g (29816)	Arsenic suspnd sedimnt total, ug/g (29818)	Barium, suspnd sedimnt total, ug/g (29820)	Beryllium, suspnd sedimnt total, ug/g (29822)	Cadmium suspnd sedimnt total, ug/g (29826)
Nov													
02...	3.6	--	2.15	36.4	1.19	<.2	19.3	--	--	--	--	--	--
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
Dec													
16...	1.9	259	1.60	526	2.18	<.2	33.7	--	--	--	--	--	--
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
Feb													
07...	3.3	110	1.34	223	1.57	<.2	26.5	--	--	--	--	--	--
07...	--	--	--	--	--	--	--	--	--	--	--	--	--
Apr													
07...	20.1	138	2.19	91.2	3.18	<.2	38.0	--	--	--	--	--	--
07...	--	--	--	--	--	--	--	--	--	--	--	--	--
Jun													
09...	9.0	125	1.89	126	2.06	<.2	34.9	--	--	--	--	--	--
09...	--	--	--	--	--	--	--	--	--	--	--	--	--
27...	--	--	--	--	--	--	--	--	--	--	--	--	--
27...	6.1	243	1.25	168	1.93	<.2	32.8	--	--	--	--	--	--
Jul													
13...	3.4	21	.73	184	2.21	<.2	22.0	--	--	--	--	--	--
13...	--	--	--	--	--	--	--	--	--	--	--	--	--
Aug													
02...	3.7	33	1.11	81.4	1.99	<.2	13.0	--	--	--	--	--	--
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
16...	4.3	13	1.35	91.0	2.48	<.2	13.7	--	--	--	--	--	--
31...	7.3	279	1.25	381	2.81	<.2	28.4	--	--	--	--	--	--
31...	--	--	--	--	--	--	--	--	--	--	--	--	--
Sep													
06...	--	23	1.38	55.4	--	<.2	--	--	--	--	--	--	--
06...	--	--	--	--	--	--	--	--	--	--	--	--	--
22...	1.9	15	1.00	30.2	1.75	<.2	5.4	--	--	--	--	--	--
22...	--	--	--	--	--	--	--	--	--	--	--	--	--
26...	2.2	33	1.38	35.7	2.36	<.2	6.9	--	--	--	--	--	--
26...	--	--	--	--	--	--	--	--	--	--	--	--	--
Nov													
02...	--	--	--	--	--	--	--	4.6	2.8	10	510	2	1.8
Dec													
16...	--	--	--	--	--	--	--	8.9	3.4	27	350	3	1.5
Feb													
07...	--	--	--	--	--	--	--	2.5	2.5	16	440	2	2.0

02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA—Continued

WATER-QUALITY DATA
WATER YEAR OCTOBER 2004 TO SEPTEMBER 2005
Part 5 of 14

[Remark codes: <, less than; >, greater than; E, estimated; M, presence verified but not quantified. Value qualifier codes: @, holding time exceeded; c, see laboratory comment; d, diluted sample: method hi range exceeded; k, counts outside acceptable range; m, value is highly variable by this method; n, below the LRL and above the LT-MDL; o, result determined by alternate method; t, below the long-term MDL. Null value qualifier codes: i, required sample type not received; o, insufficient amount of water; u, unable to determine-matrix interference; x, result failed quality assurance review.]

Date	Chromium, suspnd sedimnt total, ug/g (29829)	Cobalt, suspnd sedimnt total, ug/g (35031)	Copper, suspnd sedimnt total, ug/g (29832)	Iron, suspnd sedimnt total, percent (30269)	Lead, suspnd sedimnt total, ug/g (29836)	Lithium suspnd sedimnt total, ug/g (35050)	Manganese, suspnd sedimnt total, ug/g (29839)	Mercury suspnd sedimnt total, ug/g (29841)	Molybdenum, suspnd sedimnt total, ug/g (29843)	Nickel, suspnd sedimnt total, ug/g (29845)	Selenium, suspnd sedimnt total, ug/g (29847)	Silver, suspnd sedimnt total, ug/g (29850)	Strontium, suspnd sedimnt total, ug/g (35040)
Nov													
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
Dec													
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
Feb													
07...	--	--	--	--	--	--	--	--	--	--	--	--	--
07...	--	--	--	--	--	--	--	--	--	--	--	--	--
Apr													
07...	--	--	--	--	--	--	--	--	--	--	--	--	--
07...	--	--	--	--	--	--	--	--	--	--	--	--	--
Jun													
09...	--	--	--	--	--	--	--	--	--	--	--	--	--
09...	--	--	--	--	--	--	--	--	--	--	--	--	--
27...	--	--	--	--	--	--	--	--	--	--	--	--	--
27...	--	--	--	--	--	--	--	--	--	--	--	--	--
Jul													
13...	--	--	--	--	--	--	--	--	--	--	--	--	--
13...	--	--	--	--	--	--	--	--	--	--	--	--	--
Aug													
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
31...	--	--	--	--	--	--	--	--	--	--	--	--	--
31...	--	--	--	--	--	--	--	--	--	--	--	--	--
Sep													
06...	--	--	--	--	--	--	--	--	--	--	--	--	--
06...	--	--	--	--	--	--	--	--	--	--	--	--	--
22...	--	--	--	--	--	--	--	--	--	--	--	--	--
22...	--	--	--	--	--	--	--	--	--	--	--	--	--
26...	--	--	--	--	--	--	--	--	--	--	--	--	--
26...	--	--	--	--	--	--	--	--	--	--	--	--	--
Nov													
02...	400	23	79	5.2	140	23	3,900	.08	42	220	2	<2	380
Dec													
16...	--	14	140	6.0	150	41	910	<.01	--	--	1	M	260
Feb													
07...	--x	8	170	8.6	110	17	1,000	.05	--x	--x	2	<1	480

02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA—Continued

WATER-QUALITY DATA
WATER YEAR OCTOBER 2004 TO SEPTEMBER 2005

Part 6 of 14

[Remark codes: <, less than; >, greater than; E, estimated; M, presence verified but not quantified. Value qualifier codes: @, holding time exceeded; c, see laboratory comment; d, diluted sample: method hi range exceeded; k, counts outside acceptable range; m, value is highly variable by this method; n, below the LRL and above the LT-MDL; o, result determined by alternate method; t, below the long-term MDL. Null value qualifier codes: i, required sample type not received; o, insufficient amount of water; u, unable to determine-matrix interference; x, result failed quality assurance review.]

Date	Thallium, suspnd sedimnt ug/g (49955)	Titanium, suspnd sedimnt total, percent (30317)	Vanadium, suspnd sedimnt total, ug/g (29853)	Zinc, suspnd sedimnt total, ug/g (29855)	1,4-Dichlorobenzene water, fltrd, ug/L (34572)	1-Methylnaphthalene, water, fltrd, ug/L (62054)	2,6-Dimethylnaphthalene, water, fltrd, ug/L (62055)	2-Methylnaphthalene, water, fltrd, ug/L (62056)	3-beta-Coprostanol, water, fltrd, ug/L (62057)	3-Methyl-1H-indole, water, fltrd, ug/L (62058)	3-tert-Butyl-4-hydroxyanisole wat flt ug/L (62059)	4-Cumylphenol, water, fltrd, ug/L (62060)	4-Octylphenol, water, fltrd, ug/L (62061)
Nov													
02...	--	--	--	--	<.5mtc	<.5	<.5	<.5	<2	<1	<5mc	<1	<1
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
Dec													
16...	--	--	--	--	<.5mtc	<.5t	<.5t	<.5t	<2t	<1t	<5mc	<1	<1
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
Feb													
07...	--	--	--	--	<.5mtc	<.5	<.5	<.5	<2	<1t	<5mc	<1	<1
07...	--	--	--	--	--	--	--	--	--	--	--	--	--
Apr													
07...	--	--	--	--	<.5mtc	<.5	<.5	<.5	<2	<1	<5mc	<1	<1
07...	--	--	--	--	--	--	--	--	--	--	--	--	--
Jun													
09...	--	--	--	--	<.5mtc	<.5t	<.5t	<.5t	<2t	<1t	<5mc	<1	<1
09...	--	--	--	--	--	--	--	--	--	--	--	--	--
27...	--	--	--	--	--	--	--	--	--	--	--	--	--
27...	--	--	--	--	<.5mtc	<.5t	<.5	<.5t	<2t	<1t	<5mc	<1	<1
Jul													
13...	--	--	--	--	<.5mtc	<.5t	<.5	<.5t	<2	<1t	<5mc	<1	<1
13...	--	--	--	--	--	--	--	--	--	--	--	--	--
Aug													
02...	--	--	--	--	<.5mtc	<.5	<.5	<.5	<2	<1t	<5mc	<1	<1
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
16...	--	--	--	--	<.5mtc	<.5	<.5	<.5	<2t	<1t	<5mc	<1	<1
31...	--	--	--	--	<.5mtc	<.5t	<.5	<.5t	4	<1t	<5mc	<1	<1
31...	--	--	--	--	--	--	--	--	--	--	--	--	--
Sep													
06...	--	--	--	--	<.5mtc	<.5	<.5	<.5	<2	<1t	<5mc	<1	<1
06...	--	--	--	--	--	--	--	--	--	--	--	--	--
22...	--	--	--	--	<.5mtc	<.5	<.5	<.5	<2	<1	<5mc	<1	<1
22...	--	--	--	--	--	--	--	--	--	--	--	--	--
26...	--	--	--	--	<.5mtc	<.5	<.5	<.5	<2t	<1t	<5mc	<1	<1
26...	--	--	--	--	--	--	--	--	--	--	--	--	--
Nov													
02...	<150	.180	64	410	--	--	--	--	--	--	--	--	--
Dec													
16...	<50	.290	66	580	--	--	--	--	--	--	--	--	--
Feb													
07...	<100	.084	47	570	--	--	--	--	--	--	--	--	--

02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA—Continued

WATER-QUALITY DATA
WATER YEAR OCTOBER 2004 TO SEPTEMBER 2005
Part 7 of 14

[Remark codes: <, less than; >, greater than; E, estimated; M, presence verified but not quantified. Value qualifier codes: @, holding time exceeded; c, see laboratory comment; d, diluted sample: method hi range exceeded; k, counts outside acceptable range; m, value is highly variable by this method; n, below the LRL and above the LT-MDL; o, result determined by alternate method; t, below the long-term MDL. Null value qualifier codes: i, required sample type not received; o, insufficient amount of water; u, unable to determine-matrix interference; x, result failed quality assurance review.]

Date	4-Nonylphenol, water, fltrd, ug/L (62085)	4-tert-Octylphenol, water, fltrd, ug/L (62062)	5-Methyl-1H-benzotriazole, wat flt ug/L (62063)	9,10-Anthraquinone water, fltrd, ug/L (62066)	Acetophenone water, fltrd, ug/L (62064)	AHTN, water, fltrd, ug/L (62065)	Anthracene, water, fltrd, ug/L (34221)	Benzo[a]pyrene, water, fltrd, ug/L (34248)	Benzophenone water, fltrd, ug/L (62067)	beta-Sitosterol, water, fltrd, ug/L (62068)	beta-Stigmastanol, water, fltrd, ug/L (62086)	Bisphenol A, water, fltrd, ug/L (62069)	Bromacil, water, fltrd, ug/L (04029)
Nov													
02...	<5mc	<1t	<2	<.5t	<.5	<.5t	<.5t	<.5	<.5t	<2	<2	<1	<.5
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
Dec													
16...	<5mtc	<1t	<2	<.5	<.5t	<.5t	<.5t	<.5	<.5t	<2	<2	<1t	.7
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
Feb													
07...	<5mtc	<1t	<2t	<.5	<.5t	<.5	<.5	<.5	<.5t	<2	<2	<1	<.5
07...	--	--	--	--	--	--	--	--	--	--	--	--	--
Apr													
07...	<5mtc	<1	<2	<.5t	<.5t	<.5	<.5	<.5	<.5	<2	<2	<1	3.0
07...	--	--	--	--	--	--	--	--	--	--	--	--	--
Jun													
09...	<5mtc	<1t	<2	<.5t	<.5t	<.5t	<.5t	<.5	<.5t	<2t	<2	<1	1.4
09...	--	--	--	--	--	--	--	--	--	--	--	--	--
27...	--	--	--	--	--	--	--	--	--	--	--	--	--
27...	<5mc	<1t	<2	<.5t	<.5t	<.5	<.5	<.5	<.5	<2	<2	<1	<.5
Jul													
13...	<5mtc	<1t	<2	<.5t	<.5t	<.5	<.5t	<.5	<.5t	<2	<2	<1	<.7
13...	--	--	--	--	--	--	--	--	--	--	--	--	--
Aug													
02...	<5mc	<1t	<2	<.5t	<.5	<.5t	<.5t	<.5	<.5t	<2	<2	<1	<.5
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
16...	<5mtc	<1t	<2	<.5t	<.5	<.5t	<.5	<.5	<.5t	<2t	<2t	<1t	.8
31...	<5mtc	<1t	<2	<.5t	<.5t	.6	<.5t	<.5	<.5t	2	<2	--u	.7
31...	--	--	--	--	--	--	--	--	--	--	--	--	--
Sep													
06...	<5mtc	<1t	<2	<.5	<.5	<.5t	<.5t	<.5	<.5t	<2	<2	<1	.5
06...	--	--	--	--	--	--	--	--	--	--	--	--	--
22...	<5mc	<1t	<2	<.5	<.5	<.5t	<.5	<.5	<.5t	<2	<2	--u	<.5t
22...	--	--	--	--	--	--	--	--	--	--	--	--	--
26...	<5mc	<1t	<2t	<.5t	<.5t	<.5t	<.5	<.5	<.5t	<2t	<2t	--u	.9
26...	--	--	--	--	--	--	--	--	--	--	--	--	--
Nov													
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
Dec													
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
Feb													
07...	--	--	--	--	--	--	--	--	--	--	--	--	--

02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA—Continued

WATER-QUALITY DATA
WATER YEAR OCTOBER 2004 TO SEPTEMBER 2005
Part 8 of 14

[Remark codes: <, less than; >, greater than; E, estimated; M, presence verified but not quantified. Value qualifier codes: @, holding time exceeded; c, see laboratory comment; d, diluted sample: method hi range exceeded; k, counts outside acceptable range; m, value is highly variable by this method; n, below the LRL and above the LT-MDL; o, result determined by alternate method; t, below the long-term MDL. Null value qualifier codes: i, required sample type not received; o, insufficient amount of water; u, unable to determine-matrix interference; x, result failed quality assurance review.]

Date	Caffeine, water, fltrd, ug/L (50305)	Camphor water, fltrd, ug/L (62070)	Carbaryl, water, fltrd 0.7u GF ug/L (82680)	Carbazole, water, fltrd, ug/L (62071)	Chlorpyrifos water, fltrd, ug/L (38933)	Cholesterol, water, fltrd, ug/L (62072)	Cotinine, water, fltrd, ug/L (62005)	DEET, water, fltrd, ug/L (62082)	Diazinon, water, fltrd, ug/L (39572)	Diethoxynonylphenol, water, fltrd, ug/L (62083)	Diethoxyoctylphenol, water, fltrd ug/L (61705)	D-Limonene, water, fltrd, ug/L (62073)	Ethoxyoctylphenol, water, fltrd ug/L (61706)
Nov													
02...	<.5	<.5	<1mc	<.5	<.5	<2t	<1.00	<.5t	<.5	<5mc	<1mc	<.5mc	<1mc
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
Dec													
16...	<.5t	<.5t	<1mc	<.5	<.5	<2t	<1.00	<.5t	<.5	<5mtc	<1mc	<.5mc	<1mc
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
Feb													
07...	<.5t	<.5t	<1mc	<.5	<.5	<2	<1.00	<.5t	<.5	<5mc	<1mc	<.5mc	<1mc
07...	--	--	--	--	--	--	--	--	--	--	--	--	--
Apr													
07...	<.5t	<.5	<1mc	<.5	<.5	<2t	<1.00	<.5t	<.5	<5mtc	<1mc	<.5mc	<1mtc
07...	--	--	--	--	--	--	--	--	--	--	--	--	--
Jun													
09...	.6	<.5t	<1mtc	<.5t	<.5	<2t	<1.00t	.7	<.5t	<5mtc	<1mtc	<.5mtc	<1mtc
09...	--	--	--	--	--	--	--	--	--	--	--	--	--
27...	--	--	--	--	--	--	--	--	--	--	--	--	--
27...	.6	<.5	<1mtc	<.5	<.5	<2t	<1.00t	.9	<.5	<5mtc	<1mtc	<.5mc	<1mc
Jul													
13...	<.5t	<.5	<1mc	<.5	<.5	<2t	<1.00	<.5t	<.5	<5mtc	<1mtc	<.5mc	<1mtc
13...	--	--	--	--	--	--	--	--	--	--	--	--	--
Aug													
02...	<.5t	<.5	<1mc	<.5	<.5	<2t	<1.00	<.5t	<.5	<5mc	<1mtc	<.5mc	<1mc
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
16...	<.5t	<.5t	<1mc	<.5	<.5	<2t	<1.00t	<.5t	<.5	<5mtc	<1mtc	<.5mc	<1mtc
31...	10.0	<.5t	<1mc	<.5	<.5t	8	<1.00t	1.4	<.5	<5mtc	<1mtc	<.5mtc	<1mtc
31...	--	--	--	--	--	--	--	--	--	--	--	--	--
Sep													
06...	<.5t	<.5t	<1mc	<.5	<.5	<2t	<1.00	<.5t	<.5	<5mtc	<1mc	<.5mc	<1mc
06...	--	--	--	--	--	--	--	--	--	--	--	--	--
22...	<.5	<.5t	<1mc	<.5	<.5	<2	<1.00	<.5t	<.5	<5mc	<1mc	<.5mc	<1mc
22...	--	--	--	--	--	--	--	--	--	--	--	--	--
26...	<.5	<.5t	<1mc	<.5	<.5	<2t	<1.00t	<.5t	<.5	<5mc	<1mtc	<.5mc	<1mtc
26...	--	--	--	--	--	--	--	--	--	--	--	--	--
Nov													
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
Dec													
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
Feb													
07...	--	--	--	--	--	--	--	--	--	--	--	--	--

02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA—Continued

WATER-QUALITY DATA
WATER YEAR OCTOBER 2004 TO SEPTEMBER 2005
Part 9 of 14

[Remark codes: <, less than; >, greater than; E, estimated; M, presence verified but not quantified. Value qualifier codes: @, holding time exceeded; c, see laboratory comment; d, diluted sample: method hi range exceeded; k, counts outside acceptable range; m, value is highly variable by this method; n, below the LRL and above the LT-MDL; o, result determined by alternate method; t, below the long-term MDL. Null value qualifier codes: i, required sample type not received; o, insufficient amount of water; u, unable to determine-matrix interference; x, result failed quality assurance review.]

Date	Fluor-anthene water, fltrd, ug/L (34377)	HHCB, water, fltrd, ug/L (62075)	Indole, water, fltrd, ug/L (62076)	Isobor-neol, water, fltrd, ug/L (62077)	Iso-phorone water, fltrd, ug/L (34409)	Iso-propyl-benzene water, fltrd, ug/L (62078)	Iso-quin-oline, water, fltrd, ug/L (62079)	Menthol water, fltrd, ug/L (62080)	Meta-laxyl, water, fltrd, ug/L (50359)	Methyl salicy-late, water, fltrd, ug/L (62081)	Metola-chlor, water, fltrd, ug/L (39415)	Naphth-alene, water, fltrd, ug/L (34443)	p-Cresol, water, fltrd, ug/L (62084)
Nov													
02...	<.5	<.5	<.5	<.5	<.5t	<.5mc	<.5	<.5t	<.5	<.5	<.5	<.5	<1
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
Dec													
16...	<.5t	<.5	<.5t	<.5	<.5t	<.5mc	<.5	<.5	<.5	<.5t	<.5	<.5t	<1t
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
Feb													
07...	<.5	<.5	<.5	<.5	<.5	<.5mc	<.5	<.5	<.5	<.5t	<.5	<.5	<1t
07...	--	--	--	--	--	--	--	--	--	--	--	--	--
Apr													
07...	<.5	<.5	<.5	<.5	<.5	<.5mc	<.5	<.5	<.5	<.5	<.5	<.5	<1t
07...	--	--	--	--	--	--	--	--	--	--	--	--	--
Jun													
09...	<.5t	<.5t	<.5t	<.5	<.5t	<.5mc	<.5	<.5t	<.5	<.5t	<.5	<.5t	<1t
09...	--	--	--	--	--	--	--	--	--	--	--	--	--
27...	--	--	--	--	--	--	--	--	--	--	--	--	--
27...	<.5t	<.5t	<.5	<.5	<.5	<.5mc	<.5	<.5t	<.5	<.5	<.5	<.5t	<1t
Jul													
13...	<.5t	<.5	<.5	<.5	<.5t	<.5mc	<.5	<.5t	<.5	<.5	<.5	<.5t	<1t
13...	--	--	--	--	--	--	--	--	--	--	--	--	--
Aug													
02...	<.5t	<.5t	<.5t	<.5	<.5t	<.5mc	<.5	<.5t	<.5	<.5	<.5	<.5	<1
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
16...	<.5t	<.5	<.5	<.5	<.5t	<.5mc	<.5	<.5t	<.5	<.5	<.5	<.5t	<1t
31...	<.5t	<.5t	<.5	<.5t	<.5t	<.5mtc	<.5	2.0	<.5	<.5t	<.5	<.5t	<1
31...	--	--	--	--	--	--	--	--	--	--	--	--	--
Sep													
06...	<.5t	<.5	<.5t	<.5	<.5	<.5mc	<.5	<.5	<.5	<.5	<.5	<.5	<1t
06...	--	--	--	--	--	--	--	--	--	--	--	--	--
22...	<.5	<.5	<.5	<.5	<.5t	<.5mc	<.5	<.5t	<.5	<.5t	<.5	<.5	<1
22...	--	--	--	--	--	--	--	--	--	--	--	--	--
26...	<.5	<.5t	<.5t	<.5	<.5t	<.5mc	<.5	<.5t	<.5	<.5t	<.5	<.5	<1t
26...	--	--	--	--	--	--	--	--	--	--	--	--	--
Nov													
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
Dec													
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
Feb													
07...	--	--	--	--	--	--	--	--	--	--	--	--	--

02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA—Continued

WATER-QUALITY DATA
WATER YEAR OCTOBER 2004 TO SEPTEMBER 2005
Part 10 of 14

[Remark codes: <, less than; >, greater than; E, estimated; M, presence verified but not quantified. Value qualifier codes: @, holding time exceeded; c, see laboratory comment; d, diluted sample: method hi range exceeded; k, counts outside acceptable range; m, value is highly variable by this method; n, below the LRL and above the LT-MDL; o, result determined by alternate method; t, below the long-term MDL. Null value qualifier codes: i, required sample type not received; o, insufficient amount of water; u, unable to determine-matrix interference; x, result failed quality assurance review.]

Date	Pentachlorophenol, water, fltrd, ug/L (34459)	Phenanthrene, water, fltrd, ug/L (34462)	Phenol, water, fltrd, ug/L (34466)	Prometon, water, fltrd, ug/L (04037)	Pyrene, water, fltrd, ug/L (34470)	Tetrachloroethene, water, fltrd, ug/L (34476)	Tribromomethane water, fltrd, ug/L (34288)	Tributyl phosphate, water, fltrd, ug/L (62089)	Triclosan, water, fltrd, ug/L (62090)	Triethyl citrate water, fltrd, ug/L (62091)	Triphenyl phosphate, water, fltrd, ug/L (62092)	Tris(2-butoxyethyl) phosphate, wat flt ug/L (62093)	Tris(2-chloroethyl) phosphate, wat flt ug/L (62087)
Nov													
02...	<2mc	<.5	<.5	<.5	<.5t	<.5mc	<.5mc	<.5t	<1	<.5	<.5	<.5t	<.5t
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
Dec													
16...	<2mc	<.5t	1.0	<.5	<.5t	<.5mtc	<.5mc	<.5t	<1t	<.5	<.5t	<.5t	<.5
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
Feb													
07...	<2mc	<.5	1.6	<.5	<.5	<.5mtc	<.5mc	<.5	<1	<.5	<.5	<.5t	<.5
07...	--	--	--	--	--	--	--	--	--	--	--	--	--
Apr													
07...	<2mc	<.5	<.5t	<.5	<.5	<.5mc	<.5mc	<.5	<1	<.5	<.5n	2.3	<.5
07...	--	--	--	--	--	--	--	--	--	--	--	--	--
Jun													
09...	<2mtc	<.5t	1.0	<.5	<.5t	<.5mtc	<.5mc	<.5t	<1t	<.5	<.5n	E4.8	<.5t
09...	--	--	--	--	--	--	--	--	--	--	--	--	--
27...	--	--	--	--	--	--	--	--	--	--	--	--	--
27...	<2mtc	<.5t	<.5t	<.5	<.5t	<.5mtc	<.5mc	<.5t	<1	<.5	<.5n	E2.4	<.5t
Jul													
13...	<2mc	<.5	.6	<.5	<.5t	<.5mtc	<.5mc	<.5t	<1	<.5	<.5	18.0	<.5t
13...	--	--	--	--	--	--	--	--	--	--	--	--	--
Aug													
02...	<2mc	<.5t	<.5t	<.5	<.5t	<.5mtc	<.5mc	<.5t	<1	<.5	<.5t	<.5t	<.5t
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
16...	--u	<.5t	<.5	<.5	<.5t	<.5mtc	<.5mc	<.5t	<1t	<.5t	<.5t	<.5t	<.5t
31...	<2mc	<.5t	<.5t	<.5	<.5t	<.5mtc	<.5mc	<.5t	<1t	<.5t	<.5n	5.4	<.5t
31...	--	--	--	--	--	--	--	--	--	--	--	--	--
Sep													
06...	<2mc	<.5t	<.5	<.5	<.5t	<.5mtc	<.5mc	<.5t	<1	<.5t	<.5t	E.9	<.5t
06...	--	--	--	--	--	--	--	--	--	--	--	--	--
22...	--u	<.5	<.5	<.5	<.5t	<.5mtc	<.5mc	<.5	<1	<.5	<.5t	<.5t	<.5t
22...	--	--	--	--	--	--	--	--	--	--	--	--	--
26...	--u	<.5t	<.5t	<.5	<.5t	<.5mtc	<.5mc	<.5t	<1t	<.5t	<.5t	.6	<.5t
26...	--	--	--	--	--	--	--	--	--	--	--	--	--
Nov													
02...	--	--	--	--	--	--	--	--	--	--	--	--	--
Dec													
16...	--	--	--	--	--	--	--	--	--	--	--	--	--
Feb													
07...	--	--	--	--	--	--	--	--	--	--	--	--	--

02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA—Continued

WATER-QUALITY DATA
WATER YEAR OCTOBER 2004 TO SEPTEMBER 2005

Part 11 of 14

[Remark codes: <, less than; >, greater than; E, estimated; M, presence verified but not quantified. Value qualifier codes: @, holding time exceeded; c, see laboratory comment; d, diluted sample: method hi range exceeded; k, counts outside acceptable range; m, value is highly variable by this method; n, below the LRL and above the LT-MDL; o, result determined by alternate method; t, below the long-term MDL. Null value qualifier codes: i, required sample type not received; o, insufficient amount of water; u, unable to determine-matrix interference; x, result failed quality assurance review.]

Date	Tris(dichloro-i-Pr) phosphate, wat flt ug/L (62088)	Di-chlor-vos, water fltrd, ug/L (38775)	Uranium suspnd sedimnt total, ug/g (35046)	Suspnd. sedimnt conc, flow through cntrfug mg/L (50279)
Nov				
02...	<.5t	<1.00mc	--	--
02...	--	--	--	3
Dec				
16...	<.5t	--u	--	--
16...	--	--	--	5
Feb				
07...	<.5	--u	--	--
07...	--	--	--	1
Apr				
07...	<.5	--u	--	--
07...	--	--	--	75
Jun				
09...	<.5t	--u	--	--
09...	--	--	--	88
27...	--	--	--	3
27...	<.5t	--u	--	--
Jul				
13...	<.5	--u	--	--
13...	--	--	--	4
Aug				
02...	<.5t	--u	--	--
02...	--	--	--	2
16...	--	--	--	2
16...	<.5t	--u	--	--
31...	<.5t	--u	--	--
31...	--	--	--	4
Sep				
06...	<.5	--u	--	--
06...	--	--	--	2
22...	<.5	--u	--	--
22...	--	--	--	2
26...	<.5t	--u	--	--
26...	--	--	--	8
Nov				

02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA—Continued

WATER-QUALITY DATA
WATER YEAR OCTOBER 2004 TO SEPTEMBER 2005
Part 11 of 14

[Remark codes: <, less than; >, greater than; E, estimated; M, presence verified but not quantified. Value qualifier codes: @, holding time exceeded; c, see laboratory comment; d, diluted sample: method hi range exceeded; k, counts outside acceptable range; m, value is highly variable by this method; n, below the LRL and above the LT-MDL; o, result determined by alternate method; t, below the long-term MDL. Null value qualifier codes: i, required sample type not received; o, insufficient amount of water; u, unable to determine-matrix interference; x, result failed quality assurance review.]

Date	Tris(dichloro-i-Pr) phosphate, wat flt ug/L (62088)	Di-chlor-vos, water fltrd, ug/L (38775)	Uranium suspnd sedimnt total, ug/g (35046)	Suspnd. sedimnt conc, flow through cntrfug mg/L (50279)
02...	--	--	<150	--
Dec				
16...	--	--	<50	--
Feb				
07...	--	--	<100	--

02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA—Continued

WATER-QUALITY DATA
WATER YEAR OCTOBER 2004 TO SEPTEMBER 2005
Part 12 of 14

[Remark codes: <, less than; >, greater than; E, estimated; M, presence verified but not quantified. Value qualifier codes: @, holding time exceeded; c, see laboratory comment; d, diluted sample: method hi range exceeded; k, counts outside acceptable range; m, value is highly variable by this method; n, below the LRL and above the LT-MDL; o, result determined by alternate method; t, below the long-term MDL. Null value qualifier codes: i, required sample type not received; o, insufficient amount of water; u, unable to determine-matrix interference; x, result failed quality assurance review.]

Date	Time	Medium code	Hydro-logic event	Agency ana-lyzing sample, code (00028)	Gage height, feet (00065)	Dis-charge, cfs (00060)	Instan-taneous dis-charge, cfs (00061)	Turb-idity, IR LED light, det ang 90 deg, FNU (63680)	Total nitro-gen, suspnd sedimnt percent (62845)	Phos-phorus, suspnd sedimnt total, percent (30292)	Total carbon, suspnd sedimnt total, percent (30244)	Organic carbon, suspnd sedimnt percent (50465)	Alum-inum, suspnd sedimnt total, percent (30221)
Apr													
07...	0745	1	J	81350	1.56	--	10	33	--o	1.3	--o	--o	1.9
Jun													
09...	1015	1	J	81350	1.30	3.7	--	58	--o	1.2	--o	--o	2.8
27...	0815	1	9	81350	1.21	2.3	--	5.7	2.7	6.8	14	12.0	4.5
Jul													
13...	1200	1	9	81350	1.46	7.8	--	12	.94	3.3	7.5	6.1	9.3
Aug													
02...	0930	1	9	81350	1.23	2.2	--	3.7	1.3	3.9	--o	9.1	2.8
16...	0900	1	9	81350	1.25	2.5	--	1.9	--o	3.6	--o	--o	3.9
31...	0930	1	9	81350	1.39	4.1	--	6.8	5.9	25	28	23.0	1.7
Sep													
06...	1115	1	9	81350	1.20	1.4	--	1.9	1.2	3.8	9.2	--o	3.0
22...	1015	1	9	81350	1.20	1.4	--	6.6	1.3	2.9	9.4	--o	2.2
26...	0945	1	9	81350	1.28	2.3	--	4.2	1.4	3.6	13	11.0	5.8

02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA—Continued

WATER-QUALITY DATA
WATER YEAR OCTOBER 2004 TO SEPTEMBER 2005
Part 13 of 14

[Remark codes: <, less than; >, greater than; E, estimated; M, presence verified but not quantified. Value qualifier codes: @, holding time exceeded; c, see laboratory comment; d, diluted sample: method hi range exceeded; k, counts outside acceptable range; m, value is highly variable by this method; n, below the LRL and above the LT-MDL; o, result determined by alternate method; t, below the long-term MDL. Null value qualifier codes: i, required sample type not received; o, insufficient amount of water; u, unable to determine-matrix interference; x, result failed quality assurance review.]

Date	Antimony, suspnd sedimnt total, ug/g (29816)	Arsenic suspnd sedimnt total, ug/g (29818)	Barium, suspnd sedimnt total, ug/g (29820)	Beryllium, suspnd sedimnt total, ug/g (29822)	Cadmium suspnd sedimnt total, ug/g (29826)	Chromium, suspnd sedimnt total, ug/g (29829)	Cobalt, suspnd sedimnt total, ug/g (35031)	Copper, suspnd sedimnt total, ug/g (29832)	Iron, suspnd sedimnt total, percent (30269)	Lead, suspnd sedimnt total, ug/g (29836)	Lithium suspnd sedimnt total, ug/g (35050)	Manganese, suspnd sedimnt total, ug/g (29839)	Mercury suspnd sedimnt total, ug/g (29841)
Apr													
07...	4.8	7.2	230	M	1.2	32	5	79	1.1	35	17	850	--o
Jun													
09...	4.2	8.8	160	M	.6	13	6	78	1.5	56	23	770	--o
27...	3.9	13	380	1	1.5	--x	10	330	5.1	140	25	1,300	.13
Jul													
13...	4.2	55	420	3	2.1	--x	12	170	6.6	210	45	840	.26
Aug													
02...	3.2	18	420	1	1.6	--x	8	160	6.0	120	20	950	.04
16...	3.6	26	450	1	1.8	--x	10	100	7.3	140	24	930	.06
31...	.7	9.5	280	M	1.7	27	7	140	3.2	87	10	910	.11
Sep													
06...	2.2	13	400	1	1.2	--x	11	60	5.3	110	20	1,100	.02
22...	2.0	8.4	390	M	1.3	--x	9	67	4.0	90	18	990	.11
26...	5.8	13	590	2	1.9	--x	25	150	6.2	230	29	4,600	.19

02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA—Continued

WATER-QUALITY DATA
WATER YEAR OCTOBER 2004 TO SEPTEMBER 2005
Part 14 of 14

[Remark codes: <, less than; >, greater than; E, estimated; M, presence verified but not quantified. Value qualifier codes: @, holding time exceeded; c, see laboratory comment; d, diluted sample: method hi range exceeded; k, counts outside acceptable range; m, value is highly variable by this method; n, below the LRL and above the LT-MDL; o, result determined by alternate method; t, below the long-term MDL. Null value qualifier codes: i, required sample type not received; o, insufficient amount of water; u, unable to determine-matrix interference; x, result failed quality assurance review.]

Date	Molybdenum, suspnd sedimnt total, ug/g (29843)	Nickel, suspnd sedimnt total, ug/g (29845)	Selenium, suspnd sedimnt total, ug/g (29847)	Silver, suspnd sedimnt total, ug/g (29850)	Strontium, suspnd sedimnt total, ug/g (35040)	Thallium, suspnd sedimnt ug/g (49955)	Titanium, suspnd sedimnt total, percent (30317)	Vanadium, suspnd sedimnt total, ug/g (29853)	Zinc, suspnd sedimnt total, ug/g (29855)	Uranium suspnd sedimnt total, ug/g (35046)
Apr										
07...	6	12	2	<1	460	<100	.070	27	380	<100
Jun										
09...	8	25	2	<1	450	<100	.090	36	280	<100
27...	--x	--x	3	<1	250	<100	.190	76	620	<100
Jul										
13...	--x	--x	2	<1	230	<100	.400	120	1,000	<100
Aug										
02...	--x	--x	2	<1	410	<100	.110	55	430	<100
16...	7	--x	2	2	400	<100	.140	62	490	<100
31...	9	19	3	<1	200	<100	.130	27	410	<100
Sep										
06...	8	--x	2	1	440	<100	.110	45	330	<100
22...	8	--x	2	1	510	<50	.085	35	290	<50
26...	7	--x	2	<1	180	<50	.270	84	610	<50

CLIMATOLOGICAL RECORDS

COOPERATION.--City of Atlanta.

PERIOD OF RECORD.--April 1, 2003 to current year.

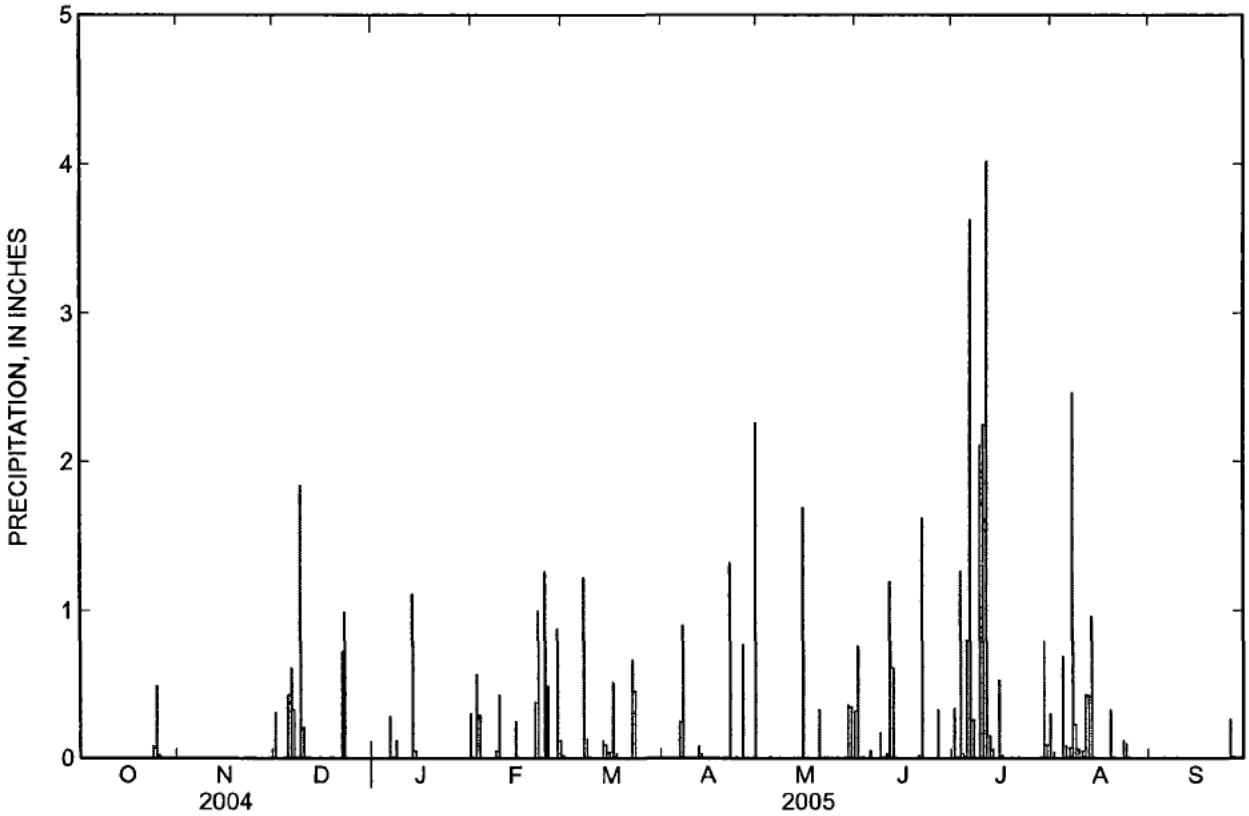
INSTRUMENTATION.--Tipping-bucket raingage.

REMARKS.--Records good.

PRECIPITATION, TOTAL, INCHES
WATER YEAR OCTOBER 2004 TO SEPTEMBER 2005
DAILY SUM VALUES

Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1	0.00	---	0.31	0.00	0.01	0.02	0.00	0.00	0.76	0.34	0.04	---
2	0.00	---	0.00	0.00	0.57	0.00	0.00	0.00	0.00	0.01	0.00	---
3	0.00	---	0.00	0.00	0.29	0.00	0.00	0.00	0.01	1.26	0.00	0.00
4	0.00	---	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.03	0.69	0.00
5	0.00	---	0.43	0.00	0.00	0.00	0.00	0.01	0.05	0.80	0.08	0.01
6	0.00	---	0.61	0.28	0.00	0.00	0.25	0.00	0.00	3.63	0.07	0.00
7	0.00	---	0.33	0.01	0.00	1.22	0.90	0.00	0.00	0.26	2.46	0.00
8	0.00	---	0.00	0.12	0.05	0.13	0.00	0.00	0.17	0.00	0.23	0.00
9	0.00	---	1.84	0.00	0.43	0.01	0.00	0.00	0.00	2.11	0.06	0.01
10	0.00	---	0.21	0.00	0.00	0.00	0.00	0.00	0.03	2.25	0.05	0.00
11	0.00	---	0.00	0.00	0.00	0.00	0.00	0.00	1.19	4.02	0.43	0.00
12	0.00	---	0.00	0.00	0.00	0.00	0.08	0.00	0.61	0.15	0.43	0.00
13	0.00	---	0.00	1.11	0.00	0.12	0.03	0.00	0.00	0.06	0.96	0.00
14	0.00	---	0.00	0.05	0.25	0.09	0.00	0.00	0.00	0.00	0.01	0.00
15	0.00	---	0.00	0.00	0.01	0.04	0.00	1.69	0.00	0.53	0.00	0.00
16	0.00	---	0.00	0.00	0.00	0.51	0.00	0.00	0.00	0.02	0.00	0.00
17	0.00	---	0.00	0.00	0.00	0.03	0.00	0.00	0.00	0.00	0.00	0.00
18	0.00	---	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	0.00	---	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.01	0.33	0.00
20	0.00	---	0.00	0.00	0.38	0.00	0.00	0.33	0.02	0.00	0.01	0.00
21	0.00	---	0.00	0.00	1.00	0.00	0.00	0.00	1.62	0.01	0.00	0.00
22	0.00	---	0.72	0.00	0.01	0.67	1.32	0.01	0.00	0.00	0.00	0.00
23	0.00	---	0.99	0.00	1.26	0.46	0.00	0.00	0.00	0.00	0.12	0.00
24	0.08	---	0.00	0.00	0.49	0.00	0.01	0.00	0.00	0.00	0.10	0.00
25	0.49	---	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01	0.00
26	0.02	---	0.00	0.00	0.00	0.01	0.77	0.00	0.33	0.00	0.00	0.26
27	0.00	---	0.00	0.00	0.88	0.00	0.00	0.00	0.00	0.00	0.00	0.01
28	0.00	---	0.00	0.00	0.12	0.00	0.00	0.00	0.00	0.01	0.00	0.00
29	0.00	---	0.00	---	---	0.00	0.00	0.36	0.00	0.79	---	0.00
30	0.00	---	0.00	---	---	0.00	2.26	0.35	0.00	0.09	---	0.00
31	---	---	0.00	0.30	---	0.00	---	0.32	---	0.30	---	---
Total	---	---	5.45	---	5.75	3.31	5.62	3.07	4.79	16.68	---	---

02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA—Continued



s: Available Now in NWISWeb

USGS Annual Statistics for the Nation

USGS 02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA

Available data for this site Time-series: Annual statistics GO

Site Selection

Select sites which meet all of the following criteria: ---- or select new criteria

Check one or more boxes to select sites for further display--below

USGS 02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA

	Parameter Code	Parameter Name	Period of Approved Daily-Mean Data (Water Year)		
			From	To	count
☑	00060	Discharge, cubic feet per second	2003	2006	1279
☑	00065	Gage height, feet	2003	2006	1264

Choose Output Format

Retrieve USGS Annual Statistics for Selected Sites

Choose one of the following options for displaying data for the sites meeting the criteria above:

Date range for statistics calculation of all selected parameters -- From: [ ] **(YYYY) To:** [ ] **<<If blank, use entire period of record for each parameter.**

☐ **Use incomplete data for statistics calculation**

Annual statistics based on Calendar Year

◉ Table of annual mean

○ Tab-separated data YYYY-MM-DD Save to file * save compressed files with a .gz file extension

Submit Reset Help

s: Available Now in NWISWeb

USGS Annual Statistics for the Nation

The statistics generated from this site are based on approved daily-mean data and may not match those published by the USGS in offici publications. The user is responsible for assessment and use of statistics from this site. For more details on why the statistics may not match, click here.

USGS 02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA

Available data for this site Time-series: Annual statistics

Fulton County, Georgia
Hydrologic Unit Code 03130002
Latitude 33°46'32", Longitude 84°26'27" NAD27
Drainage area 7.20 square miles

Output formats

HTML table of all data

Tab-separated data

Reselect output format

Calendar Year	00060, Discharge, cubic feet per second (Calculation Period: 2003-01-01 -> 2006-12-31) Period-of-record for statistical calculation restricted by user	
2003	1.356	12.6
2004	1.278	11.1
2005	1.341	13.4
2006	1.273	9.80

** Incomplete Data is used for Statistical Calculation

s: Available Now in NWISWeb

USGS Surface-Water Monthly Statistics for the Nation

The statistics generated from this site are based on approved daily-mean data and may not match those published by the USGS in offici publications. The user is responsible for assessment and use of statistics from this site. For more details on why the statistics may not match, click here.

USGS 02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA

Available data for this site Time-series: Monthly statistics GO

Fulton County, Georgia
Hydrologic Unit Code 03130002
Latitude 33°46'32", Longitude 84°26'27" NAD27
Drainage area 7.20 square miles

Output formats

HTML table of all data

Tab-separated data

Reselect output format

00065, Gage height, feet,

YEAR	Monthly mean in ft (Calculation Period: 2003-04-01 -> 2006-09-30)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2003				1.345	1.641	1.482	1.422		1.189	1.315	1.321	1.249
2004	1.253	1.346	1.194	1.161	1.171	1.290	1.252	1.197	1.471		1.399	1.399
2005		1.383	1.461	1.411	1.289	1.327		1.367		1.227	1.268	1.293
2006	1.378	1.439	1.301	1.269	1.216	1.258	1.169	1.240	1.201			
Mean of monthly Gage height	1.32	1.39	1.32	1.30	1.33	1.34	1.28	1.27	1.29	1.27	1.33	1.31

** No Incomplete Data is used for Statistical Calculation

00060, Discharge, cubic feet per second,

YEAR	Monthly mean in cfs (Calculation Period: 2003-04-01 -> 2006-09-30)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2003				9.01	31.8	21.6	18.1	3.74	5.44	7.86	9.84	5.94
2004	8.35	10.9	3.58	4.60	7.03	15.3	9.81	7.37	25.9	4.41	22.3	14.7
2005	6.58	15.1	25.5	13.4	6.24	10.1	50.2	14.8	1.35	4.41	5.49	7.42
2006	14.1	16.0	7.21	5.64	4.47	13.5	4.37	16.5	6.92			
Mean of monthly discharge	9.7	14	12	8.2	12	15	21	11	9.9	5.6	13	9.4

** No Incomplete Data is used for Statistical Calculation

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Water Quality Samples for the Nation

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To view additional data-quality attributes, output the results using these options: one result per row, expanded attributes. Additional precautions are at:
http://waterdata.usgs.gov/nwis/qwdata?help#Data_retrievals_precautions.

USGS 02336517 PROCTOR CREEK AT HORTENSE WAY, AT ATLANTA, GA

Available data for this site Water-Quality: Field/Lab samples

Fulton County, Georgia
Hydrologic Unit Code 03130002
Latitude 33°46'32", Longitude 84°26'27"
NAD27
Drainage area 7.20 square miles

Output formats

- Parameter Group Period of Record table
- Inventory of available water-quality data for printing
- Inventory of water-quality data with retrieval
- Tab-separated data, one result per row
- Tab-separated data one sample per row with remark codes combined with values
- Tab-separated data one sample per row with tab-delimiter for remark codes
- Reselect output format

Sample Datetime	Time datum	Time datum reliability code	Sample Medium Code	Agency Collecting Sample, Code	Analysis Source	Hydro-logic Event	Hydro-logic Condition	Sample type	Project Code	Labor-atory sample comment	Strea widt fee (000
2003-08-21 09:00	EST	K	1	USGS-WRD	9	9	9	9	250300191		
2003-08-21 09:35	EST	K	9	USGS-WRD	9	9	9	9	250300191	IRON REDUCING BACT @ RB	
2003-08-21 09:40	EST	K	9	USGS-WRD	9	9	9	9	250300191	IRON REDUCING BACT @ RB	
2003-10-21 08:55	EST	K	9	USGS-WRD	9	9	9	9	250300190	ROUTINE SAMPLE	
2003-10-21 09:00	EST	K	1	USGS-WRD	9	9	9	9	250300390		
2003-10-21 09:15	EST	K	9	USGS-	9	9	9	9	250300190	ROUTINE SAMPLE;A-3020078 note	

				WRD						new account number for new year	
2004-01-12 09:30	EST	K	9	USGS-WRD	9	9	9	9	250300190	ROUTINE BASEFLOW	
4-01-12 09:30	EST	K	1	USGS-WRD	9	9	9	9	250300390		
2004-01-12 09:45	EST	K	9	USGS-WRD	9	9	9	9	250300190	ROUTINE BASEFLOW	
2004-01-29 11:35	EST	K	9	USGS-WRD	9	9	9	9	250300190		
2004-01-29 11:55	EST	K	9	USGS-WRD	9	9	9	9	250300190		
2004-01-29 11:55	EST	K	1	USGS-WRD	9	9	9	9	250300390		
2004-02-10 10:15	EST	K	9	USGS-WRD	9	9	9	9	250300190		
2004-02-10 10:30	EST	K	9	USGS-WRD	9	9	9	9	250300190		
2004-02-10 10:30	EST	K	1	USGS-WRD	9	9	9	9	250300190		
2004-03-09 09:15	EST	K	9	USGS-WRD	9	9	9	9	250300190		
2004-03-09 09:30	EST	K	9	USGS-WRD	9	9	9	9	250300190		
4-03-09 09:30	EST	K	1	USGS-WRD	9	9	9	9	250300190		
2004-03-31 11:15	EST	K	9	USGS-WRD	9	9	9	9	250300190	L-0960068 recvd 4/03/04	
2004-03-31 11:30	EST	K	9	USGS-WRD	9	9	9	9	250300190		
2004-03-31 11:30	EST	K	1	USGS-WRD	9	9	9	9	250300190		
2004-04-15 08:00	EST	K	9	USGS-WRD	9	9	9	9	250300190		
2004-04-15 08:00	EST	K	1	USGS-WRD	9	9	9	9	250300190		
2004-04-15 08:15	EST	K	9	USGS-WRD	9	9	9	9	250300190		
2004-05-13 09:15	EST	K	9	USGS-WRD	9	9	5	9	250300190	L-1380095 recvd 5/15/04	
2004-05-13 09:30	EST	K	9	USGS-WRD	9	9	5	9	250300190		
2004-05-13 09:30	EST	K	1	USGS-WRD	9	9	5	9	250300190		
2004-05-20 08:00	EST	K	9	USGS-WRD	9	9	9	9	250300190		
2004-05-20 08:00	EST	K	1	USGS-WRD	9	9	9	9	250300190		
				USGS-							

2004-05-20 08:05	EST	K	9	WRD	9	9	9	9	250300190		
2004-06-08 12:15	EST	K	9	USGS-WRD	9	J	5	9	250300190		
2004-06-08 12:25	EST	K	9	USGS-WRD	9	J	5	9	250300190		
2004-06-08 12:25	EST	K	1	USGS-WRD	9	J	5	9	250300190		
2004-07-12 11:00	EST	K	9	USGS-WRD	9	9	9	9	250300190		
2004-07-12 11:10	EST	K	9	USGS-WRD	9	9	9	9	250300190		
2004-07-12 11:10	EST	K	1	USGS-WRD	9	9	9	9	250300190		
2004-08-10 07:40	EST	K	9	USGS-WRD	9	9	9	9	250300190		
2004-08-10 07:40	EST	K	1	USGS-WRD	9	9	9	9	250300190		
2004-08-10 07:45	EST	K	9	USGS-WRD	9	9	9	9	250300190		
2004-09-20 12:45	EST	K	9	USGS-WRD	9	9	9	9	250300190		
2004-09-20 12:45	EST	K	1	USGS-WRD	9	9	9	9	250300190		
2004-11-02 09:01	EST	K	9	USGS-WRD	9	9	9	9	250300190	A-3150107 fcc for ls2702/lc2109 = 125 fu clear poly bottle. wca for lc2702 = 125 ml amber poly bottleL-3150107 x=improper sample container-wca.. delete FU, add FCC, delete LC2109, add LC70, corrections okay per Sue, paa, 11/10/04	
2004-11-02 09:02	EST	K	9	USGS-WRD	9	9	9	9	250300190		
2004-11-02 09:02	EST	K	1	USGS-WRD	9	9	9	9	250300190		
2004-12-16 10:15	EST	K	9	USGS-WRD	9	9	9	9	250300190	L-3550005 recvd 12/18/04	18.0
04-12-16 10:17	EST	K	9	USGS-WRD	9	9	9	9	250300190		
2004-12-16 10:17	EST	K	1	USGS-WRD	9	9	9	9	250300190		18.0

2005-02-07 10:15	EST	K	9	USGS-WRD	9	9	9	9	250300190	L-0450011 Received Feb. 12,2005	14.0
2005-02-07 10:17	EST	K	9	USGS-WRD	9	9	9	9	250300190		
.5-02-07 10:17	EST	K	1	USGS-WRD	9	9	9	9	250300190		14.0

Sample Datetime	Time datum	Time datum reliability code	Sample Medium Code	Agency Collecting Sample, Code	Analysis Source	Hydro-logic Event	Hydro-logic Condition	Sample type	Project Code	Labor-atory sample comment	Strean width, feet (00004
2005-04-07 07:45	EST	K	9	USGS-WRD	9	J	5	9	250300190	A-0980069 Stream had chlorine odor - probable C.S.O. (treated) release US of sample section - GCC w/dechlor. agents included.L-0980069 X = Improper Sample Container - FA & FU	15.0
2005-04-07 07:45	EST	K	1	USGS-WRD	9	J	5	9	250300190		15.0
2005-06-09 10:15	EST	K	9	USGS-WRD	9	J	5	9	250300190		15.0
2005-06-09 10:15	EST	K	1	USGS-WRD	9	J	5	9	250300190		15.0
2005-06-27 08:15	EST	K	9	USGS-WRD	9	9	9	9	250300190		14.0
2005-06-27 08:15	EST	K	1	USGS-WRD	9	9	9	9	250300190		14.0
2005-07-13 12:00	EST	K	9	USGS-WRD	9	9	9	9	250300190	L-1990105 Received July 16,2005	20.0
2005-07-13 12:00	EST	K	1	USGS-WRD	9	9	9	9	250300190		20.0
2005-08-02 09:30	EST	K	9	USGS-WRD	9	9	9	9	250300190	L-2160156 X= Improper Sample Container	18.0

										= FU,FA	
2005-08-02 09:32	EST	K	1	USGS-WRD	9	9	9	9	250300190		18.0
2005-08-02 09:32	EST	K	9	USGS-WRD	9	9	9	9	250300190		
2005-08-16 08:57	EST	K	9	USGS-WRD	9	9	9	9	250300190		
2005-08-16 09:00	EST	K	9	USGS-WRD	9	9	9	9	250300190	L-2310052 X = logged in from problem cooler, Sch 1433 re-added per GCC recvd labeled for Sch 1433, PAA	21.0
2005-08-16 09:00	EST	K	1	USGS-WRD	9	9	9	9	250300190		21.0
2005-08-31 09:30	EST	K	9	USGS-WRD	9	9	9	9	250300190	L-2450218 X = Improper Sample Containers for FU and FA	21.0
2005-08-31 09:32	EST	K	1	USGS-WRD	9	9	9	9	250300190		21.0
2005-08-31 09:32	EST	K	9	USGS-WRD	9	9	9	9	250300190		
2005-09-06 11:15	EST	K	9	USGS-WRD	9	9	9	9	2503001U9		12.0
2005-09-06 11:17	EST	K	1	USGS-WRD	9	9	9	9	250300190		12.0
2005-09-06 11:17	EST	K	9	USGS-WRD	9	9	9	9	250300190		
2005-09-22 10:15	EST	K	9	USGS-WRD	9	9	9	9	250300190		12.0
2005-09-22 10:17	EST	K	1	USGS-WRD	9	9	9	9	250300190		12.0
2005-09-22 10:17	EST	K	9	USGS-WRD	9	9	9	9	250300190		12.0
2005-09-26 09:45	EST	K	9	USGS-WRD	9	9	9	9	250300190		20.0
2005-09-26 09:47	EST	K	1	USGS-WRD	9	9	9	9	250300190		20.0
2005-09-26 09:47	EST	K	9	USGS-WRD	9	9	9	9	250300190		20.0
5-10-13 08:45	EST	K	9		9	9	9	9	250300190		16.0
2005-10-13 08:45	EST	K	1	USGS-WRD	9	9	9	9	250300190		16.0
				USGS-							

2005-10-13 08:46	EST	K	9	WRD	9	9	9	9	250300190		16.0
2005-10-24 10:40	EST	K	9		9	9	9	9	250300190		15.0
2005-10-24 10:40	EST	K	1	USGS-WRD	9	9	9	9	250300190		15.0
5-10-24 10:41	EST	K	9	USGS-WRD	9	9	9	9	250300190		15.0
2005-11-10 10:45	EST	K	9		9	9	9	9	250300190	L-3200058 X= No time on FA	15.0
2005-11-10 10:45	EST	K	1	USGS-WRD	9	9	9	9	250300190		15.0
2005-11-10 10:46	EST	K	9	USGS-WRD	9	9	9	9	250300190		15.0
2005-11-28 10:00	EST	K	9		9	9	9	9	250300190		24.0
2005-11-28 10:00	EST	K	1	USGS-WRD	9	9	9	9	250300190		24.0
2005-11-28 10:01	EST	K	9	USGS-WRD	9	9	9	9	250300190		24.0
2005-11-28 11:15	EST	K	9		9	9	9	9	250300190		40.0
2005-11-28 11:15	EST	K	1	USGS-WRD	9	9	9	9	250300190		14.0
2005-11-28 11:16	EST	K	9	USGS-WRD	9	9	9	9	250300190		14.0
2006-03-08 09:30	EST	K	9	USGS-WRD	9	9	9	9	250300191		15.0
6-03-08 09:31	EST	K	9		9	9	9	9	250300190		
2006-05-17 11:00	EST	K	9		9	9	9	9	250300190		12.0
2006-05-17 11:00	EST	K	1	USGS-WRD	9	9	9	9	250300190		12.0
2006-05-17 11:01	EST	K	9	USGS-WRD	9	9	9	9	250300190		
2006-06-05 08:00	EST	K	9	USGS-WRD	9	9	9	9	250300191	L-1640042 X= Improper Sample Container for FU & FA	16.0
2006-06-05 08:01	EST	K	9		9	9	9	9	250300190		16.0
2006-06-14 09:45	EST	K	1		9	9	9	9	250300190		17.0
2006-06-14 09:45	EST	K	9		9	9	9	9	2503001U9		17.0

Sample	Time	Time datum reliability	Sample Medium	Agency Collecting Sample,	Analysis	Hydro-logic	Hydro-logic	Sample	Project	Labor-atory sample	Strear width feet

Datetime	datum	code	Code	Code	Source	Event	Condition	type	Code	comment	(00004)
2006-06-14 09:46	EST	K	9		9	9	9	9	250300190		17.0
2006-07-12 07:45	EST	K	9	USGS	9	9	9	9	250300190	L-1980127 Received July 15,2006	
2006-07-12 07:46	EST	K	9	USGS	9	9	9	9	250300190		
2006-07-25 07:30	EST	K	9	USGS-WRD	9	9	9	9	250300191		
2006-07-25 07:31	EST	K	9	USGS	9	9	9	9	250300190		
2006-09-06 08:00	EST	K	1	USGS-WRD	9	9	9	9	250300190		
2006-09-07 08:00	EST	K	9	USGS	9	9	9	9	250300190		
2006-09-07 08:01	EST	K	9	USGS	9	9	9	9	250300190		
2006-09-25 07:45	EST	K	9	USGS-WRD	9	9	9	9	250300190	L-2750046 Received September 30,2006	
2006-09-25 07:45	EST	K	1	USGS-WRD	9	9	9	9	250300190		
2006-09-25 07:46	EST	K	9	USGS	9	9	9	9	250300190		
2006-10-04 08:15	EST	K	9	USGS-WRD	9	9	9	9	250300191	L-2830036 Received October 07,2006.. changed collector to achickey, paa, 10/10/06	
2006-10-04 08:16	EST	K	9	USGS	9	9	9	9	250300190		
2006-10-12 09:45	EST	K	9	USGS-WRD	9	9	9	9		L-2960088 Received October 21,2006	
2006-10-12 09:45	EST	K	1	USGS-WRD	9	9	9	9			
2006-10-12 09:46	EST	K	9	USGS-WRD	9	9	9	9			
2006-10-12 09:52	EST	K	1		9	9	9	7	250300190		12.0
2006-10-24 08:45	EST	K	9	USGS-WRD	9	9	9	9	250300190	L-3100036 Received November 04,2006	
2006-10-24 08:45	EST	K	1	USGS-WRD	A	9	9	9	250300190		
2006-10-24 08:46	EST	K	1		9	9	9	9	250300190		
2006-10-31 11:15	EST	K	9	USGS-WRD	9	9	9	9	250300191	L-3100056 Received November 04,2006	

2006-10-31 11:16	EST	K	9		9	9	9	9	250300190		
06-12-13 10:45	EST	K	9	USGS-WRD	9	9	A	9	250300191	L-3560095 Received Dec 20,2006 - late login due to snowstorm.. Improper Sample Container for FU and FA	11.0
2006-12-13 10:46	EST	K	9		9	9	9	9	250300190		11.0
2006-12-21 09:00	EST	K	9	USGS-WRD	9	9	9	9	250300191	L-0080024 Received January 06, 2007	
2006-12-21 09:00	EST	K	1	USGS-WRD	9	9	9	9			

Water Quality Remark Code	Description
<	Less than.
>	Greater than.
E	Estimated.
M	Presence verified but not quantified.

alue Qualifier Code	Description
@	Holding time exceeded
c	See laboratory comment
d	Diluted sample: method hi range exceeded
k	Counts outside acceptable range
m	Value is highly variable by this method
n	Below the LRL and above the LT-MDL
o	Result determined by alternate method
t	Below the long-term MDL

Atlanta (city), Georgia

People QuickFacts	Atlanta	Georgia
Population, 2003 estimate	423,019	8,684,715
Population, percent change, April 1, 2000 to July 1, 2003	1.6%	6.1%
Population, 2000	416,474	8,186,453
Population, percent change, 1990 to 2000	5.8%	26.4%
Persons under 5 years old, percent, 2000	6.4%	7.3%
Persons under 18 years old, percent, 2000	22.3%	26.5%
Persons 65 years old and over, percent, 2000	9.7%	9.6%
Female persons, percent, 2000	50.4%	50.8%
White persons, percent, 2000 (a)	33.2%	65.1%
Black or African American persons, percent, 2000 (a)	61.4%	28.7%
American Indian and Alaska Native persons, percent, 2000 (a)	0.2%	0.3%
Asian persons, percent, 2000 (a)	1.9%	2.1%
Native Hawaiian and Other Pacific Islander, percent, 2000 (a)	Z	0.1%
Persons reporting some other race, percent, 2000 (a)	2.0%	2.4%
Persons reporting two or more races, percent, 2000	1.2%	1.4%
Persons of Hispanic or Latino origin, percent, 2000	4.5%	5.3%
Living in same house in 1995 and 2000, pct 5 yrs old & over	44.2%	49.2%
Foreign born persons, percent, 2000	6.6%	7.1%
Language other than English spoken at home, pct age 5+, 2000	10.8%	9.9%
High school graduates, percent of persons age 25+, 2000	76.9%	78.6%
Bachelor's degree or higher, pct of persons age 25+, 2000	34.6%	24.3%
Mean travel time to work (minutes), workers age 16+, 2000	28.3	27.7
Housing units, 2000	186,925	3,281,737
Homeownership rate, 2000	43.7%	67.5%
Median value of owner-occupied housing units, 2000	$130,600	$111,200
Households, 2000	168,147	3,006,369
Persons per household, 2000	2.30	2.65
Median household income, 1999	$34,770	$42,433
Per capita money income, 1999	$25,772	$21,154
Persons below poverty, percent, 1999	24.4%	13.0%

Business QuickFacts	Atlanta	Georgia
Wholesale trade sales, 1997 ($1000)	17,285,902	163,782,649
Retail sales, 1997 ($1000)	4,229,777	72,212,484
Retail sales per capita, 1997	$10,546	$9,646

Accommodation and foodservices sales, 1997 ($1000)	1,604,798	9,689,927
Total number of firms, 1997	38,412	568,552
Minority-owned firms, percent of total, 1997	26.1%	15.6%
Women-owned firms, percent of total, 1997	27.8%	25.6%

Geography QuickFacts	Atlanta	Georgia
Land area, 2000 (square miles)	132	57,906
Persons per square mile, 2000	3,161.2	141.4
FIPS Code	04000	13
Counties		

(a) Includes persons reporting only one race.
(b) Hispanics may be of any race, so also are included in applicable race categories.

FN: Footnote on this item for this area in place of data
NA: Not available
D: Suppressed to avoid disclosure of confidential information
X: Not applicable
S: Suppressed; does not meet publication standards
Z: Value greater than zero but less than half unit of measure shown
F: Fewer than 100 firms

Source U.S. Census Bureau: State and County QuickFacts. Data derived from Population Estimates, 2000 Census of Population and Housing, 1990 Census of Population and Housing, Small Area Income and Poverty Estimates, County Business Patterns, 1997 Economic Census, Minority- and Women-Owned Business, Building Permits, Consolidated Federal Funds Report, Census of Governments

Last Revised: Friday, 31-Aug-2007 10:22:31 EDT

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Last Revised: Friday, 31-Aug-2007 10:22:31 EDT

391-4-10-.09 Protected Species of Plants and Animals. Amended.

(1) Mammals:

(a) **Corynorhinus rafinesquii:** Rafinesque's Big-eared Bat (rare)
(b) **Eubalaena glacialis:** North Atlantic Right Whale (endangered)
(c) **Geomys pinetis**: Southeastern Pocket Gopher (threatened)
(d) **Megaptera novaeangliae:** Humpback Whale (endangered)
(e) **Myotis grisescens:** Gray Bat (endangered)
(f) **Myotis sodalis:** Indiana Bat (endangered)
(g) **Neofiber alleni:** Round-tailed Muskrat (threatened)
(h) **Puma concolor coryi:** Florida Panther (endangered)
(i) **Sylvilagus obscurus:** Appalachian Cottontail (rare)
(j) **Trichechus manatus:** West Indian Manatee (endangered)

(2) Birds:

(a) **Aimophila aestivalis:** Bachman's Sparrow (rare)
(b) **Ammodramus henslowii**: Henslow's Sparrow (rare)
(c) **Calidris canutus:** Red Knot (rare)
(d) **Campephilus principalis:** Ivory-billed Woodpecker (endangered)
(e) **Charadrius melodus:** Piping Plover (threatened)
(f) **Charadrius wilsonia:** Wilson's Plover (threatened)
(g) **Corvus corax:** Common Raven (rare)
(h) **Dendroica cerulea:** Cerulean Warbler (rare)
(i) **Dendroica kirtlandii:** Kirtland's Warbler (endangered)
(j) **Elanoides forficatus:** Swallow-tailed Kite (rare)
(k) **Falco peregrinus:** Peregrine Falcon (rare)
(l) **Falco sparverius paulus:** Southeastern Kestrel (rare)
(m) **Haematopus palliatus:** American Oystercatcher (rare)
(n) **Haliaeetus leucocephalus:** Bald Eagle (threatened)
(o) **Mycteria americana:** Wood Stork (endangered)
(p) **Picoides borealis:** Red-cockaded Woodpecker (endangered)
(q) **Rynchops niger:** Black Skimmer (rare)
(r) **Sterna antillarum:** Least Tern (rare)
(s) **Sterna nilotica:** Gull-billed Tern (threatened)
(t) **Vermivora chrysoptera:** Golden-winged Warbler (endangered)

(3) Reptiles:

(a) **Caretta caretta:** Loggerhead Sea Turtle (endangered)
(b) **Chelonia mydas:** Green Sea Turtle (threatened)
(c) **Clemmys guttata:** Spotted Turtle (unusual)
(d) **Dermochelys coriacea:** Leatherback Sea Turtle (endangered)
(e) **Drymarchon couperi:** Eastern Indigo Snake (threatened)
(f) **Eretmochelys imbricata:** Hawksbill Sea Turtle (endangered)
(g) **Glyptemys muhlenbergii:** Bog Turtle (endangered)
(h) **Gopherus polyphemus:** Gopher Tortoise (threatened)
(i) **Graptemys barbouri:** Barbour's Map Turtle (threatened)
(j) **Graptemys geographica:** Common Map Turtle (rare)
(k) **Graptemys pulchra:** Alabama Map Turtle (rare)
(l) **Heterodon simus**: Southern Hognose Snake (threatened)
(m) **Lepidochelys kempii:** Kemp's Ridley Sea Turtle (endangered)
(n) **Macrochelys temminckii:** Alligator Snapping Turtle (threatened)
(o) **Malaclemys terrapin:** Diamondback Terrapin (unusual)

(p) **Ophisaurus mimicus:** Mimic Glass Lizard (rare)

(4) Amphibians:

(a) **Ambystoma cingulatum:** Flatwoods Salamander (threatened)
(b) **Amphiuma pholeter:** One-toed Amphiuma (rare)
(c) **Aneides aeneus:** Green Salamander (rare)
(d) **Cryptobranchus alleganiensis:** Hellbender (threatened)
(e) **Gyrinophilus palleucus:** Tennessee Cave Salamander (threatened)
(f) **Haideotriton wallacei:** Georgia Blind Salamander (threatened)
(g) **Notophthalmus perstriatus:** Striped Newt (threatened)
(h) **Plethodon petraeus:** Pigeon Mountain Salamander (rare)
(i) **Rana capito:** Gopher Frog (rare)

(5) Fishes:

(a) **Acipenser brevirostrum:** Shortnose Sturgeon (endangered)
(b) **Alosa alabamae:** Alabama Shad (threatened)
(c) **Ameiurus serracanthus:** Spotted Bullhead (rare)
(d) **Cyprinella caerulea:** Blue Shiner (endangered)
(e) **Cyprinella callitaenia:** Bluestripe Shiner (rare)
(f) **Cyprinella xaenura:** Altamaha Shiner (threatened)
(g) **Elassoma okatie:** Bluebarred Pygmy Sunfish (endangered)
(h) **Enneacanthus chaetodon:** Blackbanded Sunfish (endangered)
(i) **Erimystax insignis:** Blotched Chub (endangered)
(j) **Etheostoma brevirostrum:** Holiday Darter (endangered)
(k) **Etheostoma chlorobranchium:** Greenfin Darter (threatened)
(l) **Etheostoma chuckwachatte:** Lipstick Darter (endangered)
(m) **Etheostoma ditrema:** Coldwater Darter (endangered)
(n) **Etheostoma duryi:** Black Darter (rare)
(o) **Etheostoma etowahae:** Etowah Darter (endangered)
(p) **Etheostoma parvipinne:** Goldstripe Darter (rare)
(q) **Etheostoma rupestre:** Rock Darter (rare)
(r) **Etheostoma scotti:** Cherokee Darter (threatened)
(s) **Etheostoma tallapoosae:** Tallapoosa Darter (rare)
(t) **Etheostoma trisella:** Trispot Darter (endangered)
(u) **Etheostoma vulneratum:** Wounded Darter (endangered)
(v) **Fundulus bifax:** Stippled Studfish (endangered)
(w) **Fundulus catenatus:** Northern Studfish (rare)
(x) **Hemitremia flammea:** Flame Chub (endangered)
(y) **Hybopsis lineapunctata:** Lined Chub (rare)
(z) **Ichthyomyzon bdellium:** Ohio Lamprey (rare)
(aa) **Lucania goodei:** Bluefin Killifish (rare)
(bb) **Macrhybopsis sp.:** Coosa Chub (endangered)
(cc) **Micropterus notius:** Suwannee Bass (rare)
(dd) **Moxostoma carinatum:** River Redhorse (rare)
(ee) **Moxostoma robustum:** Robust Redhorse (endangered)
(ff) **Moxostoma sp.:** Sicklefin Redhorse (endangered)
(gg) **Notropis ariommus:** Popeye Shiner (endangered)
(hh) **Notropis asperifrons:** Burrhead Shiner (threatened)
(ii) **Notropis hypsilepis:** Highscale Shiner (rare)
(jj) **Notropis photogenis:** Silver Shiner (endangered)
(kk) **Notropis scepticus:** Sandbar Shiner (rare)
(ll) **Noturus eleutherus:** Mountain Madtom (endangered)
(mm) **Noturus munitus:** Frecklebelly Madtom (endangered)
(nn) **Percina antesella:** Amber Darter (endangered)

(oo) **Percina aurantiaca:** Tangerine Darter (endangered)
(pp) **Percina aurolineata:** Goldline Darter (endangered)
(qq) **Percina jenkinsi:** Conasauga Logperch (endangered)
(rr) **Percina lenticula:** Freckled Darter (endangered)
(ss) **Percina sciera:** Dusky Darter (rare)
(tt) **Percina shumardi:** River Darter (endangered)
(uu) **Percina sp.:** Halloween Darter (threatened)
(vv) **Percina sp.:** Muscadine Darter (rare)
(ww) **Percina sp.:** Upland Bridled Darter (endangered)
(xx) **Percina squamata:** Olive Darter (endangered)
(yy) **Percina tanasi:** Snail Darter (endangered)
(zz) **Phenacobius crassilabrum:** Fatlips Minnow (endangered)
(aaa) **Phenacobius uranops:** Stargazing Minnow (threatened)
(bbb) **Phoxinus tennesseensis:** Tennessee Dace (endangered)
(ccc) **Pteronotropis euryzonus:** Broadstripe Shiner (rare)
(ddd) **Pteronotropis welaka:** Bluenose Shiner (threatened)
(eee) **Typhlichthys subterraneus:** Southern Cavefish (endangered)

(6) Invertebrates:

(a) **Alasmidonta arcula:** Altamaha Arcmussel (threatened)
(b) **Alasmidonta triangulata:** Southern Elktoe (endangered)
(c) **Amblema neislerii:** Fat Threeridge (endangered)
(d) **Anodonta heardi:** Apalachicola Floater (rare)
(e) **Anodontoides radiatus:** Rayed Creekshell (threatened)
(f) **Cambarus coosawattae:** Coosawattee Crayfish (endangered)
(g) **Cambarus cryptodytes:** Dougherty Plain Cave Crayfish (threatened)
(h) **Cambarus cymatilis:** Conasauga Blue Burrower (endangered)
(i) **Cambarus doughertyensis:** Dougherty Burrowing Crayfish (endangered)
(j) **Cambarus englishi:** Tallapoosa Crayfish (rare)
(k) **Cambarus extraneus:** Chickamauga Crayfish (threatened)
(l) **Cambarus fasciatus:** Etowah Crayfish (threatened)
(m) **Cambarus georgiae:** Little Tennessee Crayfish (endangered)
(n) **Cambarus harti:** Piedmont Blue Burrower (endangered)
(o) **Cambarus howardi:** Chattahoochee Crayfish (threatened)
(p) **Cambarus parrishi:** Hiwassee Headwaters Crayfish (endangered)
(q) **Cambarus scotti:** Chattooga River Crayfish (threatened)
(r) **Cambarus speciosus:** Beautiful Crayfish (endangered)
(s) **Cambarus strigosus:** Lean Crayfish (threatened)
(t) **Cambarus truncatus:** Oconee Burrowing Crayfish (threatened)
(u) **Cambarus unestami:** Blackbarred Crayfish (threatened)
(v) **Cordulegaster sayi:** Say's Spiketail (threatened)
(w) **Distocambarus devexus:** Broad River Burrowing Crayfish (threatened)
(x) **Elliptio arca:** Alabama Spike (endangered)
(y) **Elliptio arctata:** Delicate Spike (endangered)
(z) **Elliptio purpurella:** Inflated Spike (threatened)
(aa) **Elliptio spinosa:** Altamaha Spinymussel (endangered)
(bb) **Elliptoideus sloatianus:** Purple Bankclimber (threatened)
(cc) **Epioblasma metastriata:** Upland Combshell (endangered)
(dd) **Epioblasma othcaloogensis:** Southern Acornshell (endangered)
(ee) **Fusconaia masoni:** Atlantic Pigtoe (endangered)
(ff) **Gomphus consanguis**: Cherokee Clubtail (threatened)
(gg) **Hamiota altilis:** Fine-lined Pocketbook (threatened)
(hh) **Hamiota subangulata:** Shinyrayed Pocketbook (endangered)
(ii) **Leptoxis foremani:** Interrupted Rocksnail (endangered)
(jj) **Medionidus acutissimus:** Alabama Moccasinshell (threatened)

(kk) **Medionidus parvulus:** Coosa Moccasinshell (endangered)
(ll) **Medionidus penicillatus:** Gulf Moccasinshell (endangered)
(mm) **Medionidus simpsonianus:** Ochlockonee Moccasinshell (endangered)
(nn) **Ophiogomphus edmundo:** Edmund's Snaketail (endangered)
(oo) **Pleurobema decisum:** Southern Clubshell (endangered)
(pp) **Pleurobema georgianum:** Southern Pigtoe (endangered)
(qq) **Pleurobema hanleyianum**: Georgia Pigtoe (endangered)
(rr) **Pleurobema pyriforme:** Oval Pigtoe (endangered)
(ss) **Procambarus gibbus:** Muckalee Crayfish (threatened)
(tt) **Procambarus verrucosus:** Grainy Crayfish (rare)
(uu) **Procambarus versutus:** Sly Crayfish (rare)
(vv) **Ptychobranchus greenii:** Triangular Kidneyshell (endangered)
(ww) **Strophitus connasaugaensis:** Alabama Creekmussel (endangered)
(xx) **Strophitus subvexus:** Southern Creekmussel (endangered)
(yy) **Toxolasma pullus:** Savannah Lilliput (threatened)

(7) Plants:

(a) **Allium speculae:** Flatrock Onion (threatened)
(b) **Alnus maritima subsp. georgiensis:** Georgia Alder (threatened)
(c) **Amorpha georgiana:** Georgia Indigo-bush (endangered)
(d) **Amphianthus pusillus:** Pool Sprite (threatened)
(e) **Arabis georgiana:** Georgia Rockcress (threatened)
(f) **Arnoglossum diversifolium:** Variable-leaf Indian-plantain (threatened)
(g) **Asclepias purpurascens:** Purple Milkweed (rare)
(h) **Asplenium heteroresiliens:** Marl Spleenwort (threatened)
(i) **Astragalus michauxii:** Sandhill Milk-vetch (threatened)
(j) **Aureolaria patula:** Spreading Yellow Foxglove (threatened)
(k) **Balduina atropurpurea:** Purple Honeycomb Head (rare)
(l) **Baptisia arachnifera:** Hairy Rattleweed (endangered)
(m) **Berberis canadensis**: American Barberry (endangered)
(n) **Brickellia cordifolia:** Heartleaf Brickellia (threatened)
(o) **Calamagrostis porteri:** Porter's Reed-grass (rare)
(p) **Calamintha ashei:** Ohoopee Wild Basil (threatened)
(q) **Carex baltzellii:** Baltzell's Sedge (endangered)
(r) **Carex biltmoreana:** Granite Dome Sedge (threatened)
(s) **Carex dasycarpa:** Velvet Sedge (rare)
(t) **Carex misera:** Wretched Sedge (threatened)
(u) **Carex radfordii:** Radford's Sedge (threatened)
(v) **Carya myristiciformis:** Nutmeg Hickory (rare)
(w) **Ceratiola ericoides:** Sandhill Rosemary (threatened)
(x) **Chamaecyparis thyoides:** Atlantic White-cedar (rare)
(y) **Chelone cuthbertii:** Cuthbert's Turtlehead (threatened)
(z) **Clematis fremontii:** Fremont's Leatherflower (endangered)
(aa) **Clematis socialis:** Alabama Leatherflower (endangered)
(bb) **Convallaria majuscula:** American Lily-of-the-valley (rare)
(cc) **Coreopsis integrifolia:** Floodplain Tickseed (threatened)
(dd) **Coreopsis latifolia:** Broadleaf Tickseed (rare)
(ee) **Crataegus triflora:** Three-flowered Hawthorn (threatened)
(ff) **Croomia pauciflora:** Croomia (threatened)
(gg) **Cuscuta harperi:** Harper's Dodder (endangered)
(hh) **Cymophyllus fraserianus:** Fraser's Sedge (threatened)
(ii) **Cypripedium acaule:** Pink Ladyslipper (unusual)
(jj) **Cypripedium kentuckiense:** Kentucky Ladyslipper (endangered)
(kk) **Cypripedium parviflorum:** Yellow Ladyslipper (rare)
(ll) **Desmodium ochroleucum:** Cream-flowered Tick-trefoil (threatened)

(mm) **Dicanthelium hirstii:** Hirst's Witch Grass (endangered)
(nn) **Dicerandra radfordiana:** Radford's Mint (endangered)
(oo) **Draba aprica:** Sun-loving Draba (endangered)
(pp) **Echinacea laevigata:** Smooth Purple Coneflower (endangered)
(qq) **Elliottia racemosa:** Georgia Plume (threatened)
(rr) **Epidendrum conopseum:** Greenfly Orchid (unusual)
(ss) **Eriocaulon koernickianum:** Dwarf Hatpins (endangered)
(tt) **Evolvulus sericeus:** Silky Morning-glory (endangered)
(uu) **Fimbristylis perpusilla:** Harper's Fimbry (endangered)
(vv) **Forestiera godfreyi:** Godfrey's Wild Privet (endangered)
(ww) **Forestiera segregata:** Florida Wild Privet (rare)
(xx) **Fothergilla gardenii:** Dwarf Witch-alder (threatened)
(yy) **Fothergilla major:** Mountain Witch-alder (threatened)
(zz) **Gentianopsis crinita:** Fringed Gentian (threatened)
(aaa) **Gymnoderma lineare:** Rock Gnome Lichen (endangered)
(bbb) **Habenaria quinqueseta**: Michaux's Spider Orchid (threatened)
(ccc) **Hartwrightia floridana:** Hartwrightia (threatened)
(ddd) **Helianthus verticillatus:** Whorled Sunflower (endangered)
(eee) **Helonias bullata:** Swamp Pink (threatened)
(fff) **Hydrastis canadensis:** Goldenseal (endangered)
(ggg) **Hymenocallis coronaria:** Shoals Spiderlily (threatened)
(hhh) **Illicium floridanum:** Florida Anise (endangered)
(iii) **Isoetes melanospora:** Black-spored Quillwort (endangered)
(jjj) **Isoetes tegetiformans:** Mat-forming Quillwort (endangered)
(kkk) **Isotria medeoloides:** Small Whorled Pogonia (threatened)
(lll) **Jamesianthus alabamensis:** Alabama Warbonnet (endangered)
(mmm) **Jeffersonia diphylla:** Twinleaf (rare)
(nnn) **Kalmia carolina:** Carolina Bog Laurel (threatened)
(ooo) **Leavenworthia exigua var. exigua:** Least Gladecress (threatened)
(ppp) **Leiophyllum buxifolium:** Sand-myrtle (threatened)
(qqq) **Leitneria floridana:** Corkwood (threatened)
(rrr) **Lilium michiganense:** Michigan Lily (rare)
(sss) **Lilium philadelphicum:** Wood Lily (endangered)
(ttt) **Lindera melissifolia:** Pond Spicebush (endangered)
(uuu) **Litsea aestivalis:** Pond Spice (rare)
(vvv) **Lotus helleri:** Carolina Trefoil (endangered)
(www) **Lysimachia fraseri:** Fraser's Loosestrife (rare)
(xxx) **Lythrum curtissii:** Curtiss' Loosestrife (threatened)
(yyy) **Macbridea caroliniana:** Carolina Bogmint (rare)
(zzz) **Macranthera flammea:** Hummingbird Flower (threatened)
(aaaa) **Marshallia mohrii:** Coosa Barbara Buttons (threatened)
(bbbb) **Marshallia ramosa:** Pineland Barbara Buttons (rare)
(cccc) **Matelea alabamensis:** Alabama Milkvine (threatened)
(dddd) **Matelea pubiflora:** Trailing Milkvine (rare)
(eeee) **Megaceros aenigmaticus:** Bighorn Hornwort (threatened)
(ffff) **Monotropsis odorata:** Sweet Pinesap (threatened)
(gggg) **Morella inodora:** Odorless Bayberry (threatened)
(hhhh) **Myriophyllum laxum:** Lax Water Milfoil (rare)
(iiii) **Najas filifolia:** Narrowleaf Naiad (endangered)
(jjjj) **Nestronia umbellula:** Indian Olive (rare)
(kkkk) **Neviusia alabamensis:** Alabama Snow-wreath (threatened)
(llll) **Oxypolis canbyi:** Canby Dropwort (endangered)
(mmmm) **Pachysandra procumbens:** Allegheny-spurge (rare)
(nnnn) **Packera millefolia:** Blue Ridge Golden Ragwort (threatened)
(oooo) **Paronychia virginica:** Yellow Nailwort (endangered)
(pppp) **Pedicularis lanceolata:** Swamp Lousewort (endangered)

(qqqq) **Pediomelum piedmontanum:** Dixie Mountain Breadroot (endangered)
(rrrr) **Penstemon dissectus:** Cutleaf Beardtongue (rare)
(ssss) **Pinguicula primuliflora:** Clearwater Butterwort (threatened)
(tttt) **Pityopsis pinifolia:** Sandhill Golden-aster (rare)
(uuuu) **Platanthera integrilabia:** Monkeyface Orchid (threatened)
(vvvv) **Prenanthes barbata:** Barbed Rattlesnake Root (rare)
(wwww) **Pteroglossaspis ecristata:** Crestless Plume Orchid (threatened)
(xxxx) **Ptilimnium nodosum:** Harperella (endangered)
(yyyy) **Quercus oglethorpensis:** Oglethorpe Oak (threatened)
(zzzz) **Rhododendron prunifolium:** Plumleaf Azalea (threatened)
(aaaaa) **Rhus michauxii:** Dwarf Sumac (endangered)
(bbbbb) **Rhynchospora solitaria:** Solitary Beakrush (endangered)
(ccccc) **Rudbeckia auriculata**: Swamp Black-eyed Susan (endangered)
(ddddd) **Rudbeckia heliopsidis:** Little River Black-eyed Susan (threatened)
(eeeee) **Sabatia capitata:** Cumberland Rose Gentian (rare)
(fffff) **Sageretia minutiflora:** Climbing Buckthorn (threatened)
(ggggg) **Sagittaria secundifolia:** Kral's Water-plantain (threatened)
(hhhhh) **Salix floridana:** Florida Willow (endangered)
(iiiii) **Sanguisorba canadensis:** Canada Burnet (threatened)
(jjjjj) **Sapindus marginatus:** Soapberry (rare)
(kkkkk) **Sarracenia flava:** Yellow Flytrap (unusual)
(lllll) **Sarracenia leucophylla:** Whitetop Pitcherplant (endangered)
(mmmmm) **Sarracenia minor:** Hooded Pitcherplant (unusual)
(nnnnn) **Sarracenia oreophila:** Green Pitcherplant (endangered)
(ooooo) **Sarracenia psittacina:** Parrot Pitcherplant (threatened)
(ppppp) **Sarracenia purpurea:** Purple Pitcherplant (endangered)
(qqqqq) **Sarracenia rubra:** Sweet Pitcherplant (threatened)
(rrrrr) **Schisandra glabra:** Bay Star-vine (threatened)
(sssss) **Schwalbea americana:** Chaffseed (endangered)
(ttttt) **Scutellaria montana:** Large-flowered Skullcap (threatened)
(uuuuu) **Scutellaria ocmulgee:** Ocmulgee Skullcap (threatened)
(vvvvv) **Sedum nevii:** Nevius Stonecrop (threatened)
(wwwww) **Sedum pusillum:** Granite Stonecrop (threatened)
(xxxxx) **Shortia galacifolia:** Oconee Bells (endangered)
(yyyyy) **Sibbaldiopsis tridentata:** Mountain Cinquefoil (endangered)
(zzzzz) **Sideroxylon macrocarpum:** Ohoopee Bumelia (rare)
(aaaaaa) **Sideroxylon thornei:** Swamp Buckthorn (rare)
(bbbbbb) **Silene ovata:** Ovate Catchfly (rare)
(cccccc) **Silene polypetala:** Fringed Campion (endangered)
(dddddd) **Silene regia:** Royal Catchfly (endangered)
(eeeeee) **Solidago simulans:** Cliffside Goldenrod (endangered)
(ffffff) **Spiraea virginiana:** Virginia Spirea (threatened)
(gggggg) **Spiranthes magnicamporum:** Great Plains Ladies-tresses (endangered)
(hhhhhh) **Stewartia malacodendron:** Silky Camellia (rare)
(iiiiii) **Streptopus lanceolatus:** Rosy Twisted Stalk (threatened)
(jjjjjj) **Stylisma pickeringii var. pickeringii:** Pickering's Morning-glory (threatened)
(kkkkkk) **Symphyotrichum georgianum:** Georgia Aster (threatened)
(llllll) **Thalictrum cooleyi:** Cooley Meadowrue (endangered)
(mmmmmm) **Thalictrum debile:** Trailing Meadowrue (threatened)
(nnnnnn) **Thaspium pinnatifidum:** Glade Meadowparsnip (endangered)
(oooooo) **Torreya taxifolia:** Florida Torreya (endangered)
(pppppp) **Trientalis borealis:** Starflower (endangered)
(qqqqqq) **Trillium persistens:** Persistent Trillium (endangered)
(rrrrrr) **Trillium pusillum:** Dwarf Trillium (endangered)
(ssssss) **Trillium reliquum:** Relict Trillium (endangered)
(tttttt) **Tsuga caroliniana:** Carolina Hemlock (endangered)

(uuuuuu) **Veratrum woodii:** Ozark Bunchflower (rare)
(vvvvvv) **Viburnum bracteatum:** Limerock Arrowwood (endangered)
(wwwwww) **Waldsteinia lobata:** Barren Strawberry (rare)
(xxxxxx) **Xerophyllum asphodeloides:** Eastern Turkeybeard (rare)
(yyyyyy) **Xyris tennesseensis:** Tennessee Yellow-eyed Grass (endangered)

DNR Updates Protected Species List

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DNR Updates Protected Species List

The Georgia Board of Natural Resources has approved the state's first comprehensive revision of its protected plant and animal lists since 1992, based on the recommendations of the Georgia Department of Natural Resources, Wildlife Resources Division (WRD). These lists specify what species are protected under Georgias Wildflower Preservation Act and Georgias Endangered Wildlife Act, and are increasingly used to help prioritize funding for conservation and research on rare species.

The update includes adding 121 species, deleting 18 species, and changing the status of 43 species that were already listed. Many of the new additions are plant species, as well as numerous crayfish and freshwater mussel species. The changes were made based on scientific data submitted by members of the public and biologists both within and outside of WRD.

Accurate lists of state protected plants and animals, based on the best available science, are an integral component of efforts to conserve Georgia's wildlife. These lists are increasingly used to guide conservation efforts by government agencies, private organizations, and other conservation partners.

Prohibitions specified in the Endangered Wildlife Act and the Wildflower Preservation Act can be used to deter the illegal harvest of plants and animals. While habitat loss is the most severe threat to most of Georgia's rare species, certain species such as turtles or crayfish face a very significant threat from over-collection.

Georgia law specifically states that rules and regulations related to the protection of state protected species shall not affect rights in private property. Prohibitions are limited to the capture, killing, or selling of protected species and the protection of the habitat of these species on public lands.

Private landowners are encouraged to take note of the updated list and work with conservation groups to help ensure the survival of Georgia's imperiled species. Because more than 90 percent of Georgia is privately owned, the assistance of private landowners is vital to the survival of many of these species.

The Department also approved an exception to the protected species rules that will allow for the collection of state protected crayfish species for fishing bait. This exception will allow WRD to emphasize the need for conservation efforts for these species without restricting fishing activity, because collection by anglers is not considered a threat to the species' survival in the state. The exception was made because it is often difficult to differentiate between protected crayfishes and more common species.

Click here to view the changes to protected species rules and click here to view a copy of the final list . A list of frequently asked questions (FAQ) and other information on the protected species update can also be found on the WRD website or by calling (706) 557-3032.

HSRP ROUTING FORM

From: Amy Mussler Date: 11-30-2007

1. Alex Cleary	ayc	11/30/07
2. Jim Brown		
3. Jim McNamara	[illegible]	12/03
4. Tom Brodell		
5.		
6.		

RETURN TO: _____

Comments: AZS Corporation

→ Attached Memo + documentation

Georgia Department of Natural Resources
2 Martin Luther King Jr., Suite 1462, Atlanta, Georgia 30334
Noel Holcomb, Commissioner
Environmental Protection Division
Carol Couch Ph.D., Director
404/657-8600

November 30, 2007

MEMORANDUM

TO: Thomas J Brodell, QEP
Compliance Officer
Land Disposal Unit

THROUGH: Alex Cleary, Program Manager
Hazardous Sites Response Program

Jim Brown
Program Manager
Corrective Action Program

Jim McNamara
Unit Coordinator
Land Disposal Unit

FROM: Amy Mussler, Legal Affairs Coordinator
Hazardous Sites Response Program

RE: Request for Assistance Regarding Ownership and Operating History

Site Name: AZS Corporation
762 Marietta Blvd.
Atlanta, Fulton County, GA 30318

EPA I.D. Number: GAD061921052

I have reviewed the records obtained on the history of ownership and operating status of AZS Corporation and Facility located at 762 Marietta Blvd in Atlanta and have attached the following:

It appears the current owner/operators of the two closed hazardous waste management units located at 762 Marietta Blvd in Atlanta, Fulton County, Georgia are:

AZS Corporation- as evidenced by the Fulton County Board of Assessors Property Records for Loveless Ave NW in Atlanta, Fulton County, Georgia. (Parcel ID 14-0144-0004-009-5, 14-0144-0004-013-7 and 14-0144-0004-014-5)

Cargill- agreement (Fulton County Book 19099 Page 118) with AZS Corporation was for AZS to maintain and comply with the environmental requirements. (Check with the Law Department to see if Cargill has any responsibility).

It appears the current owner/operators of the parcel surrounding the two closed hazardous waste management units located at 762 Marietta Blvd. In Atlanta, Fulton County, Georgia are:

United Real Property Investment, LLC- as evidenced by the Fulton County Board of Assessors Property Records for 762 Marietta Blvd and as evidenced by the April 24, 2001 Deed book 30303 Page 452 in the Superior Court of Fulton County, Georgia.

A business search of the property address showed the following businesses:

Toyo Soda Georgia, Inc. (As of 12/28/2006)
Chief Financial Officer- Tashiro Madoka
Chief Executive Officer- Unno Takeshi
Secretary- Kikkawa Toshio

AZS Corp (As of 12/28/2006)
3600 Gantz Rd.
Grove City, Oh 43123-1895
Secretary- Randall D. Quintrell, 999 Peachtree St. NE, Atlanta, GA 30309-3915
Chief Executive Officer- Yojiro Takahashi, 3600 Gantz Rd, Grove City, OH 43123-1895

Bio-Test Laboratories, Inc. (Dissolved 11/2/88)
As of 12/28/2006: 6065 Heards Dr. NW, Atlanta, GA 30328-4714
Chief Financial Officer- Joel Padgett
Chief Executive Officer- Wamotosatoru L
Secretary- Joel Padgett

Worth Chemical Company (As of 7/21/1977)
Status: Revoked

A 1998 Court of Appeals Case, Reheis v. AZS Corporation that shows AZS was held responsible for rehabilitating groundwater at the site.

The Notice of Lodging of Consent Decree and Court Case 2:99-cv-00464-DRD in US District Court of New Jersey was closed on 4/13/1999.

I can't find anything to tie TOSOH as paying the bills as they are not listed at this site address.

Please check with the law department for questions concerning Cargill liability and whether or not the corporate veil can be pierced.

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

Important: The Public Records and commercially available data sources used on reports have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified. For Secretary of State documents, the following data is for information purposes only and is not an official record. Certified copies may be obtained from that individual state's Department of State.

Comprehensive Address Report
Date: 10/31/07

Address: 3600 GANTZ RD. GROVE CITY OH 43123

Current Ownership:

Parcel Number - 040-007623-90
Name Owner 1 - TOSOH SMD INC
Address - 3600 GANTZ RD. GROVE CITY OH 43123-1895
Owner's Address - 3600 GANTZ RD. GROVE CITY OH 43123-1895
Land Usage - STORAGE (MINI-WAREHOUSE)
Building Size - 24,544
Year Built - 2005
Sale Price - $1,834,650
Legal Description - 3600 GANTZ ROAD SOUTHPARK PT LOT 13=41.344 ACS
Data Source - B

Previous Ownership:

[None Found]

Residential Phones at Address:

[None Found]

Business Phones at Address:

(614) 539-3873 - TOSOH SMD INC
(614) 539-8622 - TOSOH AMERICA INC.
(614) 875-7912 - SPECIALTY METALS DIVISION

Possible Current Residents:

[None Found]

Possible Previous Residents:

(b) (6)

(b) (6)

(b) (6)

(b) (6)

Possible Current Businesses at Address:

Business Name: SPECIALTY METALS DIVISION **Phone:** (614) 875-7912

Possible Previous Businesses at Address:

Business Name: A Z S CORP

Business Name: AZS CORPORATION **FEIN:** 580422330

Business Name: HOLLAND SWEETENER NORTH AMERICA, INC **FEIN:** 582021018

Business Name: NIPPOLY AMERICA CORPORATION

Business Name: RUSCILLI CONSTRUCTION CO

Business Name: SPECIALTY METALS DIV **Phone:** (614) 875-7912

Business Name: TOSOH AMERICA INC **Phone:** (614) 539-6904 **FEIN:** 521635920

Business Name: TOSOH AMERICAL INC **Phone:** (614) 539-8622

Business Name: TOSOH BIOSCIENCE

Business Name: TOSOH CORP. **Phone:** (503) 781-8250

Business Name: TOSOH SMD ETNA, LLC

Business Name: TOSOH SMD INC **Phone:** (614) 875-7912 **FEIN:** 311241322

Business Name: TOSOH SMO, INC.

Business Name: TOSOH TCM, INC.

Business Name: TOSOH USA, INC. **Phone:** (614) 539-8622 **FEIN:** 132980522

Business Name: TOYO SODA (AMERICA), INC.

Bankruptcies:

[None Found]

Liens and Judgments:

Type: STATE TAX LIEN
Court: COBB COUNTY SUPERIOR COURT, GA
Case Number: B696P4736
Amount: $115
Date Filed: 06/24/2003
Debtor: TOSOH USA INC

Debtor Address: 3600 GANTZ RD, GROVE CITY OH 43123-1895
Debtor SSN:
Creditor: DEPT OF LABOR

Type: STATE TAX LIEN RELEASE
Court: COBB COUNTY SUPERIOR COURT, GA
Case Number: B696P4736
Amount: $115
Date Filed: 06/24/2003
Debtor: TOSOH USA INC
Debtor Address: 3600 GANTZ RD, GROVE CITY OH 43123-1895
Debtor SSN:
Creditor: DEPT OF LABOR

Important: The Public Records and commercially available data sources used on reports have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified. For Secretary of State documents, the following data is for information purposes only and is not an official record. Certified copies may be obtained from that individual state's Department of State.

Comprehensive Business Report
Date: 10/31/07

Subject Information:
Company Name: TOSOH AMERICA, INC
Address: 3600 GANTZ RD, GROVE CITY OH 43123
Phone:
FEIN:

Company Information:
Company Name: TOSOH AMERICA, INC.
Address: 3600 GANTZ RD, GROVE CITY OH 43123-1895
Phone: (614) 539-8622
FEIN: 521635920

Name Variations:
Company Name: TOYO SODA (AMERICA), INC.

Business Filings:

Bankruptcies:
[None Found]

Liens & Judgments:
[None Found]

Corporation Filings:
Company Name: TOSOH AMERICA, INC.
Charter Number: C2659110
Status: ACTIVE
Date Incorporated: 06/07/2004
Incorporation State: DE
Terms:
Type: STATEMENT & DESIGNATION BY FOREIGN CORPORATION
Registered Agent: CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERV
Last Seen: 07/11/2007

Company Name: TOSOH AMERICA, INC.
Charter Number: C2659110
Status: ACTIVE
Date Incorporated: 06/07/2004
Incorporation State: DE
Terms:
Type: STATEMENT & DESIGNATION BY FOREIGN CORPORATION
Registered Agent: CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERV
Last Seen: 07/05/2006

Company Name: TOSOH AMERICA, INC.
Charter Number: C2659110
Status: ACTIVE
Date Incorporated: 06/07/2004
Incorporation State: DE
Terms:
Type: STATEMENT & DESIGNATION BY FOREIGN CORPORATION
Registered Agent: CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERV
Last Seen: 12/13/2005

Company Name: TOSOH AMERICA, INC.
Charter Number: C2659110
Status: ACTIVE
Date Incorporated: 06/07/2004
Incorporation State: DE
Terms:
Type: STATEMENT & DESIGNATION BY FOREIGN CORPORATION
Registered Agent: CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERV

Last Seen: 07/19/2005

Company Name: TOSOH AMERICA, INC.
Charter Number: C2659110
Status: ACTIVE
Date Incorporated: 06/07/2004
Incorporation State: DE
Terms:
Type: STATEMENT & DESIGNATION BY FOREIGN CORPORATION
Registered Agent: CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERV
Last Seen: 07/13/2004

Company Name: TOSOH AMERICA, INC
Charter Number: 1027497
Status: IN GOOD STANDING
Date Incorporated: 08/03/1998
Incorporation State: DE
Terms:
Type:
Registered Agent: CSC-LAWYERS INCORPORATING SERVICE (CORPORATION SERVICE COMPANY)
Last Seen: 01/13/2005

Company Name: TOSOH AMERICA, INC
Charter Number: 1027497
Status: IN GOOD STANDING
Date Incorporated: 08/03/1998
Incorporation State: DE
Terms:
Type: Foreign
Registered Agent: CSC-LAWYERS INCORPORATING SERVICE (CORPORATION SERVICE COMPANY)
Last Seen: 01/13/2005

Company Name: TOSOH AMERICA, INC.
Charter Number: 1027497
Status: ACTIVE
Filing Date: 08/03/1998
Incorporation State: DE
Terms:
Type: FOREIGN LICENSE/FOR-PROFIT
Registered Agent: CSC-LAWYERS INCORPORATING SERVICE (CORPORATION SERVICE COMPANY)
Last Seen: 12/06/2004

Business Registration:

[None Found]

UCC Filings for Business:

Filing Number: 2064910 7
Filing Type: TERMINATION
Status:

Event 1
Event: **TERMINATION** Document Number: **4150358 2**
Date Filed: **05/28/2004**

Debtor Party(s):
Debtor: TOSOH AMERICA, INC.
Debtor Address: 3600 GANTZ RD, GROVE CITY OH 43123-1895
Debtor Status:

Secured Party(s):
Secured: AMERITECH CREDIT CORPORATION
Secured Address: 2000 W AMERITECH CENTER DR. HOFFMAN EST IL 60196-0001
Secured Status:

Collateral:

Event 2
Event: **AMENDMENT** Document Number: **2099277 0**
Date Filed: **03/28/2002**

Debtor Party(s):
Debtor: TOSOH TCM, INC.
Debtor Address: 3600 GANTZ RD, GROVE CITY OH 43123-1895
Debtor Status:

Secured Party(s):
Secured: AMERITECH CREDIT CORPORATION

Secured Address: 2000 W AMERITECH CENTER DR, HOFFMAN EST IL 60196-0001
Secured Status:

Collateral:

Event 3
Event: **INITIAL FILING** Document Number: **2064910 7**
Date Filed: **02/21/2002**

Debtor Party(s):
Debtor: TOSOH AMERICA, INC.
Debtor Address: 3600 GANTZ RD, GROVE CITY OH 43123-1895
Debtor Status:

Secured Party(s):
Secured: AMERITECH CREDIT CORPORATION
Secured Address: 2000 W AMERITECH CENTER DR, HOFFMAN EST IL 60196-0001
Secured Status:

Collateral:
EQUIPMENT LEASED;COMMUNICATIONS EQUIPMENT LEASED;COMPUTER EQUIPMENT LEASED

Filing Number: AP0221207
Filing Type: INITIAL FILING
Status:
Expiration Date: 02/18/2005

Event 1
Event: **INITIAL FILING** Document Number: **AP0221207**
Date Filed: **02/18/2000**

Debtor Party(s):
Debtor: TOSOH AMERICA INC
Debtor Address: 3600 GANTZ RD, GROVE CITY OH 43123-1895
Debtor Status:

Secured Party(s):
Secured: PULLMAN BANK & TRUST COMPANY
Secured Address: 1000 E 111TH ST, CHICAGO IL 60628-4614
Secured Status:

Collateral:
LEASES;COMPUTER EQUIPMENT;EQUIPMENT

Associated Businesses:

Name	Association
TOSOH CORPORATION	Telephone
TOSOH SMD INC	Telephone
AMERICA TOSOH INC	Telephone
SPECIALTY METALS DIVISION	Telephone
SPECIALTY METALS DIV	Telephone
TOSOH SMD INC	Telephone
TOSOH USA INC	Telephone
TOSOH SMD INC	Telephone
TOSOH AMERICA INC	FEIN

Other Businesses at Address:

More than 50 businesses at this address, no businesses shown

Associated People:

Business Contacts:

MARTY BLAZIC, SSN: xxx-xx-xxxx, PRESIDENT, Date Last Seen: Oct, 2001

MARTY BLAZIC, SSN: xxx-xx-xxxx, PRESIDENT
3600 GANTZ RD, GROVE CITY OH 43123-1895

MARTY BLAZIC, SSN: xxx-xx-xxxx, PRESIDENT, Date Last Seen: Oct, 2001

3600 GANTZ RD, GROVE CITY OH 43123-1895

PATTY BOSCO, MANAGER-CUSTOMER SERVICE
3600 GANTZ RD, GROVE CITY OH 43123-1895

BOB BREITFELLER, HUMAN RESOURCES EXECUTIVE, Date Last Seen: Oct, 2001

BOB BREITFELLER, HUMAN RESOURCES EXECUTIVE, Date Last Seen: Oct, 2001
3600 GANTZ RD, GROVE CITY OH 43123-1895

BOB BREITFELLER, MANAGER-HUMAN RESOURCES
3600 GANTZ RD, GROVE CITY OH 43123-1895

MARK GORE, SSN: xxx-xx-xxxx, PRESIDENT, Date Last Seen: Oct, 2001

MARK GORE, SSN: xxx-xx-xxxx, PRESIDENT, Date Last Seen: Oct, 2001
3600 GANTZ RD, GROVE CITY OH 43123-1895

APRIL IRAETA, CHIEF FINANCIAL OFFICER, Date Last Seen: Oct, 2001

APRIL IRAETA, CHIEF FINANCIAL OFFICER
3600 GANTZ RD, GROVE CITY OH 43123-1895

APRIL IRAETA, CHIEF FINANCIAL OFFICER, Date Last Seen: Oct, 2001
3600 GANTZ RD, GROVE CITY OH 43123-1895

JOEL MOOR, Date Last Seen: Oct 18, 2001
3600 GANTZ RD, GROVE CITY OH 43123-1895

JOEL MOORE
3600 GANTZ RD, GROVE CITY OH 43123-1895

LARRY MURPHY, PRESIDENT, Date Last Seen: Oct, 2001

LARRY MURPHY, PRESIDENT, Date Last Seen: Oct, 2001
3600 GANTZ RD, GROVE CITY OH 43123-1895

YUTAKA NAKAMURA, SSN: xxx-xx-xxxx, PRESIDENT, Date Last Seen: Jul 11, 2007
3600 GANTZ RD, GROVE CITY OH 43123-1895

DAN ROUWELL, CONTROLLER, Date Last Seen: Oct, 2001

DAN ROUWELL, CONTROLLER
3600 GANTZ RD, GROVE CITY OH 43123-1895

DAN ROUWELL, CONTROLLER, Date Last Seen: Oct, 2001
3600 GANTZ RD, GROVE CITY OH 43123-1895

YATIRO TAKAHASHI, PRESIDENT, Date Last Seen: Mar 28, 2006
3600 GANTZ RD, GROVE CITY OH 43123-1895

YOJIRO TAKAHASHI, SSN: xxx-xx-xxxx, PRESIDENT, Date Last Seen: May 22, 2007
3600 GANTZ RD, GROVE CITY OH 43123-1895

YOJIN TAKEHESHI
3600 GANTZ RD, GROVE CITY OH 43123-1895

Individuals at Address:

(b) (6)

(b) (6)

Assets at Address:

Properties:

Current Ownership:

Parcel Number - 040-007623-90
Name Owner 1 - TOSOH SMD INC
Address - 3600 GANTZ RD. GROVE CITY OH 43123-1895

Owner's Address - 3600 GANTZ RD. GROVE CITY OH 43123-1895
Land Usage - STORAGE (MINI-WAREHOUSE)
Building Size - 24,544
Year Built - 2005
Sale Price - $1,834,650
Legal Description - 3600 GANTZ ROAD SOUTHPARK PT LOT 13=41.344 ACS
Data Source - B

Previous Ownership:
[None Found]

State of Ohio

Charter Number: **1027497**

TOSOH AMERICA, INC - As of: 01/13/2005
Address: **3600 GANTZ RD, GROVE CITY OH 43123-1895**
Address Type: **BUSINESS**
Status: **IN GOOD STANDING**
Business Type: **FOREIGN CORPORATION**
Purpose: **FOREIGN CORPORATION**
Date Incorporated: **08/03/1998**
Registered Agent: **CSC-LAWYERS INCORPORATING SERVICE (CORPORATION SERVICE COMPANY)**
Registered Agent Address: **50 W BROAD ST STE 1800, COLUMBUS OH 43215-5910**
Place Incorporation: **DE**

TOSOH AMERICA, INC - As of: 01/13/2005
Address: **3600 GANTZ RD, GROVE CITY OH 43123-1895**
Address Type: **BUSINESS**
Status: **IN GOOD STANDING**
Purpose: **FOREIGN CORPORATION**
Date Incorporated: **08/03/1998**
Registered Agent: **CSC-LAWYERS INCORPORATING SERVICE (CORPORATION SERVICE COMPANY)**
Registered Agent Address: **50 W BROAD ST STE 1800, COLUMBUS OH 43215-5910**
Place Incorporation: **DE**

TOSOH AMERICA, INC. - As of: 12/06/2004
Address: **3600 GANTZ RD, GROVE CITY OH 43123-1895**
Address Type: **PRINCIPAL ADDRESS**
Status: **ACTIVE**
Business Type: **FOREIGN CORPORATION**
Purpose: **FOREIGN CORPORATION**
Filing Date: **08/03/1998**
Type: **FOREIGN LICENSE/FOR-PROFIT**
Registered Agent: **CSC-LAWYERS INCORPORATING SERVICE (CORPORATION SERVICE COMPANY)**
Registered Agent Address: **50 W BROAD ST STE 1800, COLUMBUS OH 43215-5910**
Place Incorporation: **DE**

OFFICERS AND DIRECTORS:

No Data Available

EVENTS:

Date: **12/06/2004**
Event: **FOREIGN/AGENT CHANGE OF ADDRESS**
Reference Number: **200501301310**

Date: **08/20/2004**
Event: **FOREIGN/AGENT CHANGE OF ADDRESS**
Reference Number: **200423301050**

Date: **08/26/2002**
Event: **TRADE NAME/ORIGINAL FILING**
Reference Number: **200223900278**

Date: **05/01/2000**
Event: **FOREIGN/AGENT CHANGE OF ADDRESS**
Reference Number: **200000000001**

Date: **08/03/1998**
Event: **FOREIGN LICENSE/FOR-PROFIT**
Reference Number: **199822002608**

Important: The Public Records and commercially available data sources used on reports have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified. For Secretary of State documents, the following data is for information purposes only and is not an official record. Certified copies may be obtained from that individual state's Department of State.

Comprehensive Business Report
Date: 10/31/07

Subject Information:
Company Name: TOSOH USA, INC.
Address: 3600 GANTZ RD, GROVE CITY OH 43123
Phone:
FEIN:

Company Information:
Company Name: TOSOH USA INC
Address: 3600 GANTZ RD, GROVE CITY OH 43123-1895
Phone: (614) 875-7912
FEIN: 132980522

Name Variations:
[None Found]

Business Filings:

Bankruptcies:
[None Found]

Liens & Judgments:
Type: STATE TAX LIEN
Court: COBB COUNTY SUPERIOR COURT, GA
Case Number: B696P4736
Amount: $115
Date Filed: 06/24/2003
Debtor: TOSOH USA INC
Debtor Address: 3600 GANTZ RD, GROVE CITY OH 43123-1895
Creditor: DEPT OF LABOR

Type: STATE TAX LIEN RELEASE
Court: COBB COUNTY SUPERIOR COURT, GA
Case Number: B696P4736
Amount: $115
Date Filed: 06/24/2003
Debtor: TOSOH USA INC
Debtor Address: 3600 GANTZ RD, GROVE CITY OH 43123-1895
Creditor: DEPT OF LABOR

Corporation Filings:
Company Name: TOSOH USA, INC.
Charter Number: C1592729
Status: ACTIVE
Date Incorporated: 07/20/1987
Incorporation State: NY
Terms:
Type: STATEMENT & DESIGNATION BY FOREIGN CORPORATION
Registered Agent: THE PRENTICE-HALL CORPORATION SYSTEM, INC.
Last Seen: 07/24/2007

Company Name: TOSOH USA, INC.
Charter Number: C1592729
Status: ACTIVE
Date Incorporated: 07/20/1987
Incorporation State: NY
Terms:
Type: STATEMENT & DESIGNATION BY FOREIGN CORPORATION
Registered Agent: THE PRENTICE-HALL CORPORATION SYSTEM, INC.
Last Seen: 12/06/2005

Company Name: TOSOH USA, INC.
Charter Number: C1592729
Status: ACTIVE
Date Incorporated: 07/20/1987

Incorporation State: NY
Terms:
Type: STATEMENT & DESIGNATION BY FOREIGN CORPORATION
Registered Agent: THE PRENTICE-HALL CORPORATION SYSTEM, INC.
Last Seen: 08/02/2004

Company Name: TOSOH USA, INC.
Charter Number: J150760
Status: ACTIVE/COMPLIANCE
Filing Date: 06/01/1981
Incorporation State: NY
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: CORPORATION SERVICE COMP
Last Seen: 04/05/2004

Company Name: TOSOH USA, INC.
Charter Number: J150760
Status: ACTIVE/COMPLIANCE
Filing Date: 06/01/1981
Incorporation State: NY
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: CT CORPORATION SYSTEM
Last Seen: 06/01/1981

Company Name: TOSOH USA, INC.
Charter Number: J150760
Status: ACTIVE/OWES CURRENT YEAR
Filing Date: 06/01/1981
Incorporation State: NY
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: CORPORATION SERVICE COMPANY
Last Seen: 06/01/1981

Company Name: TOSOH USA, INC.
Charter Number: J150760
Status: ACTIVE/COMPLIANCE
Filing Date: 06/01/1981
Incorporation State: NY
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: CORPORATION SERVICE COMPANY
Last Seen: 06/01/1981

Company Name: TOSOH USA, INC.
Charter Number: J150760
Status: ACTIVE/COMPLIANCE
Filing Date: 06/01/1981
Incorporation State: NY
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: CORPORATION SERVICE COMPANY
Last Seen: 06/01/1981

Business Registration:

[None Found]

UCC Filings for Business:

Filing Number: AP0101190
Filing Type: INITIAL FILING
Status:
Expiration Date: 11/19/2003

Event 1
Event: **INITIAL FILING** Document Number: **AP0101190**
Date Filed: **11/19/1998**

Debtor Party(s):
Debtor: TOSOH USA INC
Debtor Address: 3600 GANTZ RD, GROVE CITY OH 43123-1895
Debtor Status:

Secured Party(s):
Secured: DANKA FINANCIAL SERVICES
Secured Address: PO BOX 728, PARK RIDGE NJ 07656-0728
Secured Status:

Collateral:

Associated Businesses:

Name	Association
TOSOH CORPORATION	Telephone
TOSOH SMD INC	Telephone
TOSOH AMERICA, INC.	Telephone
SPECIALTY METALS DIVISION	Telephone
SPECIALTY METALS DIV	Telephone
TOSOH SMD INC	Telephone
TOSOH SMD INC	Telephone
TOSOH AMERICA INC	FEIN
TOSOH USA, INC.	FEIN, Corporation Filing

Other Businesses at Address:

More than 50 businesses at this address, no businesses shown

Associated People:

Business Contacts:

MASAUKI KUDO, PRESIDENT, Date Last Seen: Jan 24, 2007
3600 GANTZ RD. GROVE CITY OH 43123-1895

MASAYUKI KUDO, CHIEF EXECUTIVE OFFICER, Date Last Seen: Dec 28, 2006
3600 GANTZ RD. GROVE CITY OH 43123-1895

MASAYUKI KUDO, PRES, Date Last Seen: May 30, 2007
3600 GANTZ RD, GROVE CITY OH 43123-1895

MASAYUKI KUDO, PRESIDENT, Date Last Seen: Jul 24, 2007
3600 GANTZ RD. GROVE CITY OH 43123-1895

JOEL MOOR, CHIEF FINANCIAL OFFICER, Date Last Seen: Apr 11, 2002
3600 GANTZ RD. GROVE CITY OH 43123-1895

JOEL MOOR, SECRETARY, Date Last Seen: Apr 11, 2002
3600 GANTZ RD. GROVE CITY OH 43123-1895

JIM SHAFFER, CHIEF FINANCIAL OFFICER, Date Last Seen: Dec 28, 2006
3600 GANTZ RD. GROVE CITY OH 43123-1895

JIM SHAFFER, SECRETARY, Date Last Seen: Apr 05, 2004
3600 GANTZ RD. GROVE CITY OH 43123-1895

JAY THOMAS, PRODUCT MGR, Date Last Seen: Aug 07, 2006
3600 GANTZ RD. GROVE CITY OH 43123-1895

TOSHIO YAMAZAKI, PRESIDENT, Date Last Seen: Aug 02, 2004
3600 GANTZ RD. GROVE CITY OH 43123-1895

Individuals at Address:

(b) (6)

(b) (6)

Assets at Address:

Properties:
Current Ownership:

Parcel Number - 040-007623-90
Name Owner 1 - TOSOH SMD INC
Address - 3600 GANTZ RD, GROVE CITY OH 43123-1895
Owner's Address - 3600 GANTZ RD. GROVE CITY OH 43123-1895
Land Usage - STORAGE (MINI-WAREHOUSE)
Building Size - 24.544
Year Built - 2005
Sale Price - $1.834.650
Legal Description - 3600 GANTZ ROAD SOUTHPARK PT LOT 13=41.344 ACS
Data Source - B

Previous Ownership:
[None Found]

State of Georgia

Charter Number: **J150760**

TOSOH USA, INC. - As of: 04/05/2004
Address: **3600 GANTZ RD, GROVE CITY OH 43123-1895**
Address Type: **COMPANY ADDRESS**
Status: **ACTIVE/COMPLIANCE**
Business Type: **FOREIGN PROFIT**
Filing Date: **06/01/1981**
Type: **ORIGINAL FILING DATE**
Registered Agent: **CORPORATION SERVICE COMP**
Registered Agent Address: **40 TECHNOLOGY PKWY S STE 300, NORCROSS GA 30092-2924**
FEIN: **132980522**
Place Incorporation: **NY**

TOSOH USA, INC. - As of: 06/01/1981
Address: **40 TECHNOLOGY PKWY S STE 300, NORCROSS GA 30092-2924**
Address Type: **COMPANY ADDRESS**
Status: **ACTIVE/COMPLIANCE**
Business Type: **PROFIT CORPORATION**
Filing Date: **06/01/1981**
Type: **ORIGINAL FILING DATE**
Registered Agent: **CORPORATION SERVICE COMPANY**
Registered Agent Address: **40 TECHNOLOGY PKWY S, NORCROSS GA 30092-2987**
FEIN: **132980522**
Place Incorporation: **NY**

TOSOH USA, INC. - As of: 06/01/1981
Address: **40 TECHNOLOGY PKWY S STE 300, NORCROSS GA 30092-2924**
Address Type: **COMPANY ADDRESS**
Status: **ACTIVE/COMPLIANCE**
Business Type: **PROFIT CORPORATION**
Filing Date: **06/01/1981**
Type: **ORIGINAL FILING DATE**
Registered Agent: **CORPORATION SERVICE COMPANY**
FEIN: **132980522**
Place Incorporation: **NY**

TOSOH USA, INC. - As of: 06/01/1981
Address: **40 TECHNOLOGY PKWY S STE 300, NORCROSS GA 30092-2924**
Address Type: **COMPANY ADDRESS**
Status: **ACTIVE/OWES CURRENT YEAR**
Business Type: **PROFIT CORPORATION**
Filing Date: **06/01/1981**
Type: **ORIGINAL FILING DATE**
Registered Agent: **CORPORATION SERVICE COMPANY**
Registered Agent Address: **40 TECHNOLOGY PKWY S, NORCROSS GA 30092-2987**
FEIN: **132980522**
Place Incorporation: **NY**

TOSOH USA, INC. - As of: 06/01/1981
Address: **40 TECHNOLOGY PKWY S STE 300, NORCROSS GA 30092-2924**
Address Type: **COMPANY ADDRESS**
Status: **ACTIVE/COMPLIANCE**
Business Type: **PROFIT CORPORATION**
Filing Date: **06/01/1981**
Type: **ORIGINAL FILING DATE**
Registered Agent: **CT CORPORATION SYSTEM**
FEIN: **132980522**
Place Incorporation: **NY**

OFFICERS AND DIRECTORS:

TOSOH USA, INC. - As of: 12/28/2006
Officer: **FFICER MASAYUKI KUDO, CHIEF EXECUTIVE O, 3600 GANTZ RD, GROVE CITY OH 43123-1895**
Officer: **MASAYUKI KUDO, CHIEF EXECUTIVE OFFICER, 3600 GANTZ RD, GROVE CITY OH 43123-1895**
Officer: **FFICER JIM SHAFFER, CHIEF FINANCIAL O, 3600 GANTZ RD, GROVE CITY OH 43123-1895**

Officer: **JIM SHAFFER, SECRETARY, CHIEF FINANCIAL OFFICER, SECRETARY, 3600 GANTZ RD, GROVE CITY OH 43123-1895**

TOSOH USA, INC. - As of: 04/05/2004
Officer: **JIM SHAFFER, CHIEF FINANCIAL OFFICER, SECRETARY, 3600 GANTZ RD, GROVE CITY OH 43123-1895**

TOSOH USA, INC. - As of: 04/11/2002
Officer: **MASAYUKI KUDO, CHIEF EXECUTIVE OFFICER, 3600 GANTZ RD, GROVE CITY OH 43123-1895**
Officer: **JOEL MOOR, CHIEF FINANCIAL OFFICER, SECRETARY, 3600 GANTZ RD, GROVE CITY OH 43123-1895**

TOSOH USA, INC. - As of: 06/01/1981
Officer: **MASAYUKI KUDO, CEO, 3600 GANTZ RD, GROVE CITY OH 43123-1895**
Officer: **TASHA NGUYEN, SECRETARY, 6000 SHORELINE CT STE 101, SOUTH SAN FRANCISCO CA 94080-1948**

ANNUAL REPORT FILINGS:

Filing Year: **2007**
Filed Date: **03/29/2007**

EVENTS:

Date: **03/29/2007**
Event: **LAST ANNUAL REPORT PAID**

Date: **03/29/2006**
Event: **LAST ANNUAL REPORT PAID**

Date: **04/06/2005**
Event: **LAST ANNUAL REPORT PAID**

Date: **04/05/2004**
Event: **LAST ANNUAL REPORT PAID**

Event: **AGENT COUNTY**
Remarks: **FULTON**

Event: **JURISDICTION**
Remarks: **NEW YORK**

Event: **AGENT COUNTY**
Remarks: **0092 GWINNETT**

Event: **AGENT COUNTY**
Remarks: **GWINNETT**

Event: **JURISDICTION**
Remarks: **06011981NY**

Event: **JURISDICTION**
Remarks: **NY**

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Official Records
Marriage / Divorces
Foreclosures
Liens & Judgments

Company Name | Last Name | First Name | Middle Name | SSN | Reference

Street Address: 762 MARIETTA BLVD | City: ATLANTA | State: GA | Zip: 30318 | Radius

FEIN | Phone Number

Output Type: (•) Formatted HTML ( ) Cut and Paste / Printer Friendly Text (No Reports)

Important: The Public Records and commercially available data sources used in this system have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified. For Secretary of State documents, the following data is for information purposes only and is not an official record. Certified copies may be obtained from that individual state's Department of State.

Search completed

Records: 1 to 5 of 5

SEARCH: Street: 762 MARIETTA BLVD City: ATLANTA State: GA Zip: 30318 **Edit Search**

BUSINESS INFORMATION

Company Name - **TOYO SODA GEORGIA, INC.** Address - **762 MARIETTA BLVD NW, ATLANTA GA 30318-5128**	Phone - Last Updated - **12/28/2006**
Company Name - **A Z S CORP** Address - **762 MARIETTA BLVD NW, ATLANTA GA 30318-5128**	Phone - Last Updated - **12/16/2005**
Company Name - **AZS CORP** Address - **762 MARIETTA BLVD NW, ATLANTA GA 30318-5128**	Phone - Last Updated - **11/12/1998**
Company Name - **BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88)** Address - **762 MARIETTA BLVD NW, ATLANTA GA 30318-5128**	Phone - Last Updated - **11/02/1988**
Company Name - **WORTH CHEMICAL COMPANY** Address - **762 MARIETTA BLVD NW, ATLANTA GA 30318-5128**	Phone - Last Updated - **12/28/2006**

SEARCH: Street: 762 MARIETTA BLVD City: ATLANTA State: GA Zip: 30318 **Edit Search**

State of Georgia

Charter Number: **J006153**

AZS CORPORATION - As of: 02/06/2006
Address: **3600 GANTZ RD, GROVE CITY OH 43123-1895**
Address Type: **COMPANY ADDRESS**
Status: **ACTIVE/COMPLIANCE**
Business Type: **DOMESTIC PROFIT**
Filing Date: **06/28/1948**
Type: **ORIGINAL FILING DATE**
Registered Agent: **RANDALL D QUINTRELL PC**
Registered Agent Address: **999 PEACHTREE ST NE, ATLANTA GA 30309-3915**
FEIN: **580422330**
Place Incorporation: **GA**

AZS CORPORATION - As of: 06/14/2003
Address: **3600 GANTZ RD, GROVE CITY OH 43123-1895**
Address Type: **COMPANY ADDRESS**
Status: **ACTIVE/COMPLIANCE**
Business Type: **DOMESTIC PROFIT**
Filing Date: **06/28/1948**
Type: **ORIGINAL FILING DATE**
Registered Agent: **PEYTON HAWES**
Registered Agent Address: **127 PEACHTREE ST NE STE 1100, ATLANTA GA 30303-1843**
FEIN: **580422330**
Place Incorporation: **GA**

AZS CORPORATION - As of: 06/28/1948
Address: **3600 GANTZ RD, GROVE CITY OH 43123-1895**
Address Type: **COMPANY ADDRESS**
Status: **ACTIVE/COMPLIANCE**
Business Type: **PROFIT CORPORATION**
Filing Date: **06/28/1948**
Type: **ORIGINAL FILING DATE**
Registered Agent: **RANDALL D. QUINTRELL**
Registered Agent Address: **999 PEACHTREE ST NE, ATLANTA GA 30309-3915**
FEIN: **580422330**
Place Incorporation: **GA**

AZS CORPORATION - As of: 06/28/1948
Address: **3600 GANTZ RD, GROVE CITY OH 43123-1895**
Address Type: **COMPANY ADDRESS**
Status: **ACTIVE/COMPLIANCE**
Business Type: **PROFIT CORPORATION**
Filing Date: **06/28/1948**
Type: **ORIGINAL FILING DATE**
Registered Agent: **RANDALL D. QUINTRELL**
FEIN: **580422330**
Place Incorporation: **GA**

AZS CORPORATION - As of: 06/28/1948
Address: **3600 GANTZ RD, GROVE CITY OH 43123-1895**
Address Type: **COMPANY ADDRESS**
Status: **ACTIVE/OWES CURRENT YEAR**
Business Type: **PROFIT CORPORATION**
Filing Date: **06/28/1948**
Type: **ORIGINAL FILING DATE**
Registered Agent: **RANDALL D. QUINTRELL**
FEIN: **580422330**
Place Incorporation: **GA**

AZS CORPORATION - As of: 06/28/1948
Address: **3600 GANTZ RD, GROVE CITY OH 43123-1895**
Address Type: **COMPANY ADDRESS**
Status: **ACTIVE/OWES CURRENT YEAR**
Business Type: **PROFIT CORPORATION**
Filing Date: **06/28/1948**
Type: **ORIGINAL FILING DATE**
Registered Agent: **RANDALL D. QUINTRELL**

Registered Agent Address: **203 E MAIN ST MS P12-04, SPARTANBURG SC 29319-0001**
FEIN: **580422330**
Place Incorporation: **GA**

AZS CORPORATION - As of: 06/28/1948
Address: **3600 GANTZ RD, GROVE CITY OH 43123-1895**
Address Type: **COMPANY ADDRESS**
Status: **ACTIVE/COMPLIANCE**
Business Type: **PROFIT CORPORATION**
Filing Date: **06/28/1948**
Type: **ORIGINAL FILING DATE**
Registered Agent: **RANDALL D. QUINTRELL**
FEIN: **580422330**
Place Incorporation: **GA**

AZS CORPORATION - As of: 06/28/1948
Address: **3600 GANTZ RD, GROVE CITY OH 43123-1895**
Address Type: **COMPANY ADDRESS**
Status: **ACTIVE/COMPLIANCE**
Business Type: **PROFIT CORPORATION**
Filing Date: **06/28/1948**
Type: **ORIGINAL FILING DATE**
Registered Agent: **RANDALL D. QUINTRELL**
Registered Agent Address: **999 PEACHTREE ST NE, ATLANTA GA 30309-3915**
FEIN: **580422330**
Place Incorporation: **GA**

OFFICERS AND DIRECTORS:

AZS CORPORATION - As of: 12/28/2006
Officer: **RANDALL D QUINTRELL, SECRETARY, SECRETARY, 999 PEACHTREE ST NE, ATLANTA GA 30309-3915**
Officer: **FFICER YOJIRO TAKAHASHI, CHIEF EXECUTIVE O, CHIEF FINANCIAL O, 3600 GANTZ RD, GROVE CITY OH 43123-1895**
Officer: **YOJIRO TAKAHASHI, CHIEF EXECUTIVE OFFICER, CHIEF FINANCIAL OFFICER, 3600 GANTZ RD, GROVE CITY OH 43123-1895**

AZS CORPORATION - As of: 02/06/2006
Officer: **RANDALL D QUINTRELL, SECRETARY, 999 PEACHTREE ST NE, ATLANTA GA 30309-3915**
Officer: **WOOLLEY VASSER, APPLICANT, 999 PEACHTREE ST NE, ATLANTA GA 30309-3915**

AZS CORPORATION - As of: 04/12/2005
Officer: **YOJIRO TAKAHASHI, CHIEF EXECUTIVE OFFICER, CHIEF FINANCIAL OFFICER, 3600 GANTZ RD, GROVE CITY OH 43123-1895**

AZS CORPORATION - As of: 06/14/2003
Officer: **PEYTON HAWES, REGISTERED AGENT, 127 PEACHTREE ST NE STE 1100, ATLANTA GA 30303-1843**

AZS CORPORATION - As of: 04/11/2002
Officer: **PEYTON HAWES, SECRETARY, 127 PEACHTREE ST NE STE 1100, ATLANTA GA 30303-1843**
Officer: **KATSUMI ISHIKAWA, CHIEF EXECUTIVE OFFICER, CHIEF FINANCIAL OFFICER, 3600 GANTZ RD, GROVE CITY OH 43123-1895**

AZS CORPORATION - As of: 06/28/1948
Officer: **YUTAKA NAKAMURA, CHIEF EXECUTIVE OFFICER, CHIEF FINANCIAL OFFICER, 3600 GANTZ RD, GROVE CITY OH 43123-1895**
Officer: **RANDALL D QUINTRELL, REGISTERED AGENT, 3600 GANTZ RD, GROVE CITY OH 43123-1895**
Officer: **RANDALL D QUINTRELL, REGISTERED AGENT, 203 E MAIN ST MS P12-04, SPARTANBURG SC 29319-0001**
Officer: **RANDALL D QUINTRELL, REGISTERED AGENT, 999 PEACHTREE ST NE, ATLANTA GA 30309-3915**
Officer: **YOJIRO TAKAHASHI, CEO, CFO, 3600 GANTZ RD, GROVE CITY OH 43123-1895**

ANNUAL REPORT FILINGS:

Filing Year: **2007**
Filed Date: **04/12/2007**

EVENTS:

Date: **04/12/2007**
Event: **LAST ANNUAL REPORT PAID**

Date: **02/06/2006**
Event: **LAST ANNUAL REPORT PAID**

Date: **04/12/2005**
Event: **LAST ANNUAL REPORT PAID**

Date: **04/01/2004**

Event: **LAST ANNUAL REPORT PAID**

Event: **JURISDICTION**
Remarks: **GEORGIA**

Event: **AGENT COUNTY**
Remarks: **0309 FULTON**

Event: **JURISDICTION**
Remarks: **06281948GA**

Event: **AGENT COUNTY**
Remarks: **SPARTANBURG**

Event: **AGENT COUNTY**
Remarks: **FULTON**

Event: **JURISDICTION**
Remarks: **GA**

State of Georgia

Charter Number: **J003044**

TOYO SODA GEORGIA, INC. - As of: 03/21/1980
Address: **762 MARIETTA BLVD NW, ATLANTA GA 30318-5128**
Address Type: **COMPANY ADDRESS**
Status: **MERGED**
Business Type: **PROFIT CORPORATION**
Filing Date: **03/21/1980**
Type: **ORIGINAL FILING DATE**
Registered Agent: **UNITED STATES CORPORATION CO.**
Registered Agent Address: **100 PEACHTREE ST NW, ATLANTA GA 30303-1906**
Place Incorporation: **GA**

TOYO SODA GEORGIA, INC. - As of: 03/21/1980
Address: **762 MARIETTA BLVD NW, ATLANTA GA 30318-5128**
Address Type: **COMPANY ADDRESS**
Status: **MERGED**
Business Type: **PROFIT CORPORATION**
Filing Date: **03/21/1980**
Type: **ORIGINAL FILING DATE**
Registered Agent: **UNITED STATES CORPORATION CO.**
Place Incorporation: **GA**

TOYO SODA GEORGIA, INC. - As of: 03/21/1980
Address: **762 MARIETTA BLVD NW, ATLANTA GA 30318-5128**
Address Type: **COMPANY ADDRESS**
Status: **MERGED**
Business Type: **PROFIT CORPORATION**
Filing Date: **03/21/1980**
Type: **ORIGINAL FILING DATE**
Registered Agent: **UNITED STATES CORPORATION CO.**
Registered Agent Address: **103 SYCAMORE ST, DECATUR GA 30030-3337**
Place Incorporation: **GA**

TOYO SODA GEORGIA, INC. - As of: 03/21/1980
Address: **762 MARIETTA BLVD NW, ATLANTA GA 30318-5128**
Address Type: **COMPANY ADDRESS**
Status: **MERGED**
Business Type: **PROFIT CORPORATION**
Filing Date: **03/21/1980**
Type: **ORIGINAL FILING DATE**
Registered Agent: **UNITED STATES CORPORATION CO.**
Place Incorporation: **GA**

TOYO SODA GEORGIA, INC. - As of: 03/21/1980
Address: **762 MARIETTA BLVD NW, ATLANTA GA 30318-5128**
Address Type: **COMPANY ADDRESS**
Status: **MERGED**
Business Type: **PROFIT CORPORATION**
Filing Date: **03/21/1980**
Type: **ORIGINAL FILING DATE**
Registered Agent: **UNITED STATES CORPORATION CO.**
Registered Agent Address: **100 PEACHTREE ST NW # 100, ATLANTA GA 30303-1906**
Place Incorporation: **GA**

TOYO SODA GEORGIA, INC. - As of: 03/21/1980
Address: **762 MARIETTA BLVD NW, ATLANTA GA 30318-5128**
Address Type: **COMPANY ADDRESS**
Status: **MERGED**
Business Type: **DOMESTIC PROFIT**
Filing Date: **03/21/1980**
Type: **ORIGINAL FILING DATE**
Registered Agent: **UNITED STATES CORPORATION CO.**
Registered Agent Address: **100 PEACHTREE ST NW # 100, ATLANTA GA 30303-1906**
Place Incorporation: **GA**

OFFICERS AND DIRECTORS:

TOYO SODA GEORGIA, INC. - As of: 12/28/2006
Officer: **FFICER TASHIRO MADOKA, CHIEF FINANCIAL O,**
Officer: **TASHIRO MADOKA, CHIEF FINANCIAL OFFICER,**
Officer: **FFICER UNNO TAKESHI, CHIEF EXECUTIVE O,**
Officer: **UNNO TAKESHI, CHIEF EXECUTIVE OFFICER,**
Officer: **KIKKAWA TOSHIO, SECRETARY, SECRETARY,**

TOYO SODA GEORGIA, INC. - As of: 03/21/1980
Officer: **TASHIRO MADOKA, CFO,**
Officer: **UNNO TAKESHI, CEO,**

TOYO SODA GEORGIA, INC. - As of: 1800
Officer: **TASHIRO MADOKA, CHIEF FINANCIAL OFFICER,**
Officer: **UNNO TAKESHI, CHIEF EXECUTIVE OFFICER,**
Officer: **KIKKAWA TOSHIO, SECRETARY,**

ANNUAL REPORT FILINGS:

Filing Year: **1996**
Filed Date: **05/12/1996**

EVENTS:

Date: **05/12/1996**
Event: **LAST ANNUAL REPORT PAID**

Event: **JURISDICTION**
Remarks: **GEORGIA**

Event: **AGENT COUNTY**
Remarks: **0303 FULTON**

Event: **JURISDICTION**
Remarks: **03211980GA**

Event: **AGENT COUNTY**
Remarks: **DEKALB**

Event: **AGENT COUNTY**
Remarks: **FULTON**

Event: **JURISDICTION**
Remarks: **GA**

State of Georgia

Charter Number: **A101566**

BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88) - As of: 11/02/1988
Address: **762 MARIETTA BLVD NW, ATLANTA GA 30318-5128**
Address Type: **COMPANY ADDRESS**
Status: **DISS/CANCEL/TERMINAT**
Business Type: **DOMESTIC PROFIT**
Filing Date: **05/31/1961**
Type: **ORIGINAL FILING DATE**
Registered Agent: **HAWES, PEYTON**
Registered Agent Address: **229 PEACHTREE ST NE STE 2400, ATLANTA GA 30303-1628**
Place Incorporation: **GA**

BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88) - As of: 05/31/1961
Address: **229 PEACHTREE ST NE STE 2400, ATLANTA GA 30303-1628**
Address Type: **COMPANY ADDRESS**
Status: **DISS./CANCEL/TERMINAT**
Business Type: **PROFIT CORPORATION**
Filing Date: **05/31/1961**
Type: **ORIGINAL FILING DATE**
Registered Agent: **HAWES, PEYTON**
Registered Agent Address: **229 PEACHTREE ST NE STE 2400, ATLANTA GA 30303-1628**
Place Incorporation: **GA**

BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88) - As of: 05/31/1961
Address: **229 PEACHTREE ST NE STE 2400, ATLANTA GA 30303-1628**
Address Type: **COMPANY ADDRESS**
Status: **DISS./CANCEL/TERMINAT**
Business Type: **PROFIT CORPORATION**
Filing Date: **05/31/1961**
Type: **ORIGINAL FILING DATE**
Registered Agent: **HAWES, PEYTON**
Place Incorporation: **GA**

BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88) - As of: 05/31/1961
Address: **229 PEACHTREE ST NE STE 2400, ATLANTA GA 30303-1628**
Address Type: **COMPANY ADDRESS**
Status: **DISS./CANCEL/TERMINAT**
Business Type: **PROFIT CORPORATION**
Filing Date: **05/31/1961**
Type: **ORIGINAL FILING DATE**
Registered Agent: **HAWES, PEYTON**
Registered Agent Address: **3122 WESTGATE DR, ALBANY GA 31721-1949**
Place Incorporation: **GA**

BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88) - As of: 05/31/1961
Address: **229 PEACHTREE ST NE STE 2400, ATLANTA GA 30303-1628**
Address Type: **COMPANY ADDRESS**
Status: **DISS./CANCEL/TERMINAT**
Business Type: **PROFIT CORPORATION**
Filing Date: **05/31/1961**
Type: **ORIGINAL FILING DATE**
Registered Agent: **HAWES, PEYTON**
Place Incorporation: **GA**

BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88) - As of: 05/31/1961
Address: **229 PEACHTREE ST NE STE 2400, ATLANTA GA 30303-1628**
Address Type: **COMPANY ADDRESS**
Status: **DISS./CANCEL/TERMINAT**
Business Type: **PROFIT CORPORATION**
Filing Date: **05/31/1961**
Type: **ORIGINAL FILING DATE**
Registered Agent: **HAWES, PEYTON**
Registered Agent Address: **229 PEACHTREE ST NE STE 2400, ATLANTA GA 30303-1628**
Place Incorporation: **GA**

OFFICERS AND DIRECTORS:

BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88) - As of: 12/28/2006
Officer: **FFICER PADGETT JOEL, CHIEF FINANCIAL O, 6065 HEARDS DR NW, ATLANTA GA 30328-4714**
Officer: **FFICER WAMOTOSATORU L, CHIEF EXECUTIVE O, 6201 POWERS FERRY RD S. TE 190 ATLANTA GA**
Officer: **JOEL PADGETT, SECRETARY, CHIEF FINANCIAL**
OFFICER, SECRETARY, 6065 HEARDS DR NW, ATLANTA GA 30328-4714
Officer: **SATORU L WAMOTO, CHIEF EXECUTIVE OFFICER, 6201 POWERS FERRY RD NW STE 190, ATLANTA GA 30339-5405**

BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88) - As of: 11/30/2006
Officer: **JOEL PADGETT, CHIEF FINANCIAL OFFICER, 6065 HEARDS DR NW. ATLANTA GA 30328-4714**

BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88) - As of: 11/02/1988
Officer: **JOEL PADGETT, CHIEF FINANCIAL OFFICER, 6065 HEARDS DR NW, ATLANTA GA 30328-4714**
Officer: **SATORU L WAMOTO, CHIEF EXECUTIVE OFFICER, 6201 POWERS FERRY RD NW STE 190, ATLANTA GA 30339-5405**

BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88) - As of: 04/08/1988
Officer: **JOEL PADGETT, SECRETARY, 6065 HEARDS DR NW, ATLANTA GA 30328-4714**

BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88) - As of: 05/31/1961
Officer: **FFICER PADGETT JOEL, CHIEF FINANCIAL O, 6065 HEARDS DR NW, ATLANTA GA 30328-4714**
Officer: **JOEL PADGETT, SECRETARY, CFO, CHIEF FINANCIAL OFFICER, 6065 HEARDS DR NW, ATLANTA GA 30328-4714**
Officer: **SATORU L WAMOTO, CEO, 6201 POWERS FERRY RD NW STE 190, ATLANTA GA 30339-5405**

EVENTS:

Event: **AGENT COUNTY**
Remarks: **AGENT COUNTY NOT FOU**

Event: **JURISDICTION**
Remarks: **GEORGIA**

Event: **AGENT COUNTY**
Remarks: **0303 FULTON**

Event: **JURISDICTION**
Remarks: **05311961GA**

Event: **AGENT COUNTY**
Remarks: **DOUGHERTY**

Event: **AGENT COUNTY**
Remarks: **FULTON**

Event: **JURISDICTION**
Remarks: **GA**

State of Georgia

Charter Number: **J051018**

WORTH CHEMICAL COMPANY - As of: 07/21/1977
Address: **762 MARIETTA BLVD NW, ATLANTA GA 30318-5128**
Address Type: **COMPANY ADDRESS**
Status: **REVOKED**
Business Type: **PROFIT CORPORATION**
Filing Date: **07/21/1977**
Type: **ORIGINAL FILING DATE**
Registered Agent: **SECRETARY OF STATE**
Registered Agent Address: **3953 PLEASANTDALE RD, ATLANTA GA 30340-4257**
Place Incorporation: **OH**

WORTH CHEMICAL COMPANY - As of: 07/21/1977
Address: **762 MARIETTA BLVD NW, ATLANTA GA 30318-5128**
Address Type: **COMPANY ADDRESS**
Status: **REVOKED**
Business Type: **PROFIT CORPORATION**
Filing Date: **07/21/1977**
Type: **ORIGINAL FILING DATE**
Registered Agent: **SECRETARY OF STATE**
Place Incorporation: **OH**

WORTH CHEMICAL COMPANY - As of: 07/21/1977
Address: **762 MARIETTA BLVD NW, ATLANTA GA 30318-5128**
Address Type: **COMPANY ADDRESS**
Status: **REVOKED (FOREIGN)**
Business Type: **FOREIGN PROFIT**
Filing Date: **07/21/1977**
Type: **ORIGINAL FILING DATE**
Place Incorporation: **OH**

OFFICERS AND DIRECTORS:

No Data Available

EVENTS:

Event: **AGENT COUNTY**
Remarks: **AGENT COUNTY NOT FOU**

Event: **JURISDICTION**
Remarks: **OHIO**

Event: **AGENT COUNTY**
Remarks: **0340 DEKALB**

Event: **JURISDICTION**
Remarks: **07211977OH**

Event: **AGENT COUNTY**
Remarks: **DEKALB**

Event: **JURISDICTION**
Remarks: **OH**

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Comprehensive Business Report
Date: 10/31/07

Subject Information:
Company Name: AZS CORPORATION
Address: 3600 GANTZ RD. GROVE CITY OH 43123-1895
Phone:
FEIN:

Company Information:
Company Name: AZS CORPORATION
Address: 3600 GANTZ RD. GROVE CITY OH 43123-1895
Phone:
FEIN: 580422330

Name Variations:
[None Found]

Business Filings:

Bankruptcies:
[None Found]

Liens & Judgments:
[None Found]

Corporation Filings:
Company Name: AZS CORPORATION
Charter Number: J006153
Status: ACTIVE/COMPLIANCE
Filing Date: 06/28/1948
Incorporation State: GA
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: RANDALL D QUINTRELL PC
Last Seen: 02/06/2006

Company Name: AZS CORPORATION
Charter Number: J006153
Status: ACTIVE/COMPLIANCE
Filing Date: 06/28/1948
Incorporation State: GA
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: PEYTON HAWES
Last Seen: 06/14/2003

Company Name: AZS CORPORATION
Charter Number: J006153
Status: ACTIVE/COMPLIANCE
Filing Date: 06/28/1948
Incorporation State: GA
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: RANDALL D. QUINTRELL
Last Seen: 06/28/1948

Company Name: AZS CORPORATION
Charter Number: J006153
Status: ACTIVE/COMPLIANCE
Filing Date: 06/28/1948
Incorporation State: GA
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: RANDALL D. QUINTRELL
Last Seen: 06/28/1948

Company Name: AZS CORPORATION
Charter Number: J006153
Status: ACTIVE/OWES CURRENT YEAR
Filing Date: 06/28/1948
Incorporation State: GA
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: RANDALL D. QUINTRELL
Last Seen: 06/28/1948

Company Name: AZS CORPORATION
Charter Number: J006153
Status: ACTIVE/OWES CURRENT YEAR
Filing Date: 06/28/1948
Incorporation State: GA
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: RANDALL D. QUINTRELL
Last Seen: 06/28/1948

Company Name: AZS CORPORATION
Charter Number: J006153
Status: ACTIVE/COMPLIANCE
Filing Date: 06/28/1948
Incorporation State: GA
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: RANDALL D. QUINTRELL
Last Seen: 06/28/1948

Company Name: AZS CORPORATION
Charter Number: J006153
Status: ACTIVE/COMPLIANCE
Filing Date: 06/28/1948
Incorporation State: GA
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: RANDALL D. QUINTRELL
Last Seen: 06/28/1948

Business Registration:

[None Found]

UCC Filings for Business:

[None Found]

Associated Businesses:

Name	Association
AZS CORPORATION	FEIN
AZS CORPORATION	FEIN
AZS CORPORATION	FEIN

Other Businesses at Address:

More than 50 businesses at this address, no businesses shown

Associated People:

Business Contacts:

PEYTON HAWES, SSN: xxx-xx-xxxx, SECRETARY, Date Last Seen: Apr 11, 2002
127 PEACHTREE ST NE STE 1100, ATLANTA GA 30303-1843

KATSUMI ISHIKAWA, CHIEF EXECUTIVE OFFICER, Date Last Seen: Apr 11, 2002
3600 GANTZ RD, GROVE CITY OH 43123-1895

KATSUMI ISHIKAWA, CHIEF FINANCIAL OFFICER, Date Last Seen: Apr 11, 2002
3600 GANTZ RD, GROVE CITY OH 43123-1895

YUTAKA NAKAMURA, SSN: xxx-xx-xxxx, CHIEF EXECUTIVE OFFICER, Date Last Seen: Jun 28, 1948
3600 GANTZ RD, GROVE CITY OH 43123-1895

YUTAKA NAKAMURA, SSN: xxx-xx-xxxx, CHIEF FINANCIAL OFFICER, Date Last Seen: Jun 28, 1948
3600 GANTZ RD, GROVE CITY OH 43123-1895

RANDALL D QUINTRELL, SECRETARY, Date Last Seen: Dec 28, 2006

999 PEACHTREE ST NE, ATLANTA GA 30309-3915

RANDALL D QUINTRELL, SECRETARY, Date Last Seen: Dec 28, 2006
999 PEACHTREE ST NE, ATLANTA GA 30309-3915

YOJIRO TAKAHASHI, SSN: xxx-xx-xxxx, CEO, Date Last Seen: Jun 28, 1948
3600 GANTZ RD, GROVE CITY OH 43123-1895

YOJIRO TAKAHASHI, SSN: xxx-xx-xxxx, CFO, Date Last Seen: Jun 28, 1948
3600 GANTZ RD, GROVE CITY OH 43123-1895

YOJIRO TAKAHASHI, SSN: xxx-xx-xxxx, CHIEF EXECUTIVE OFFICER, Date Last Seen: Dec 28, 2006
3600 GANTZ RD, GROVE CITY OH 43123-1895

YOJIRO TAKAHASHI, SSN: xxx-xx-xxxx, CHIEF FINANCIAL OFFICER, Date Last Seen: Dec 28, 2006
3600 GANTZ RD, GROVE CITY OH 43123-1895

WOOLLEY VASSER, APPLICANT, Date Last Seen: Feb 06, 2006
127 PEACHTREE ST NE STE 1100, ATLANTA GA 30303-1843

WOOLLEY VASSER, APPLICANT, Date Last Seen: Feb 06, 2006
999 PEACHTREE ST NE, ATLANTA GA 30309-3915

Individuals at Address:

(b) (6)

(b) (6)

Assets at Address:

Properties:

Current Ownership:

Parcel Number - 040-007623-90
Name Owner 1 - TOSOH SMD INC
Address - 3600 GANTZ RD, GROVE CITY OH 43123-1895
Owner's Address - 3600 GANTZ RD. GROVE CITY OH 43123-1895
Land Usage - STORAGE (MINI-WAREHOUSE)
Building Size - 24,544
Year Built - 2005
Sale Price - $1,834,650
Legal Description - 3600 GANTZ ROAD SOUTHPARK PT LOT 13=41.344 ACS
Data Source - B

Previous Ownership:

[None Found]

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Comprehensive Business Report
Date: 10/29/07

Subject Information:
Company Name: AZS CORP
Address: 762 MARIETTA BLVD NW, ATLANTA GA 30318-5128
Phone:
FEIN:

Company Information:
Company Name: AZS CORP
Address: 762 MARIETTA BLVD NW, ATLANTA GA 30318-5128
Phone:
FEIN:

Name Variations:
[None Found]

Business Filings:

Bankruptcies:
[None Found]

Liens & Judgments:
Type: COUNTY TAX LIEN
Court: FULTON COUNTY SUPERIOR COURT, GA
Case Number: B3965P66
Amount: $55
Date Filed: 11/12/1998
Debtor: AZS CORP
Debtor Address: 762 MARIETTA BLVD NW, ATLANTA GA 30318-5128
Creditor: COUNTY TAX ASSESSOR

Type: COUNTY TAX LIEN
Court: FULTON COUNTY SUPERIOR COURT, GA
Case Number: B3965P68
Amount: $52
Date Filed: 11/12/1998
Debtor: AZS CORP
Debtor Address: 762 MARIETTA BLVD NW, ATLANTA GA 30318-5128
Creditor: COUNTY TAX ASSESSOR

Type: COUNTY TAX LIEN
Court: FULTON COUNTY SUPERIOR COURT, GA
Case Number: B3965P70
Amount: $104
Date Filed: 11/12/1998
Debtor: AZS CORP
Debtor Address: 762 MARIETTA BLVD NW, ATLANTA GA 30318-5128
Creditor: COUNTY TAX ASSESSOR

Type: COUNTY TAX LIEN
Court: FULTON COUNTY SUPERIOR COURT, GA
Case Number: B3965P72
Amount: $94
Date Filed: 11/12/1998
Debtor: AZS CORP
Debtor Address: 762 MARIETTA BLVD NW, ATLANTA GA 30318-5128
Creditor: COUNTY TAX ASSESSOR

Type: COUNTY TAX LIEN
Court: FULTON COUNTY SUPERIOR COURT, GA
Case Number: B3965P74
Amount: $88
Date Filed: 11/12/1998
Debtor: AZS CORP
Debtor Address: 762 MARIETTA BLVD NW, ATLANTA GA 30318-5128

Creditor: COUNTY TAX ASSESSOR

Type: COUNTY TAX LIEN
Court: FULTON COUNTY SUPERIOR COURT, GA
Case Number: B3965P76
Amount: $82
Date Filed: 11/12/1998
Debtor: AZS CORP
Debtor Address: 762 MARIETTA BLVD NW, ATLANTA GA 30318-5128
Creditor: COUNTY TAX ASSESSOR

Corporation Filings:

[None Found]

Business Registration:

[None Found]

UCC Filings for Business:

[None Found]

Associated Businesses:

[None Found]

Other Businesses at Address:

Name: TOYO SODA GEORGIA, INC.

Name: A Z S CORP

Name: AZS CORP

Name: BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88)

Name: WORTH CHEMICAL COMPANY

Associated People:

Business Contacts:

[None Found]

Individuals at Address:

(b) (6)

(b) (6)

Assets at Address:

Properties:

Current Ownership:
[None Found]

Previous Ownership:
[None Found]

Important: The Public Records and commercially available data sources used on reports have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified. For Secretary of State documents, the following data is for information purposes only and is not an official record. Certified copies may be obtained from that individual state's Department of State.

Comprehensive Business Report
Date: 10/31/07

Subject Information:
Company Name: A Z S CORP
Address: 3600 GANTZ RD, GROVE CITY OH 43123-1895
Phone:
FEIN:

Company Information:
Company Name: A Z S CORP
Address: 3600 GANTZ RD, GROVE CITY OH 43123-1895
Phone:
FEIN:

Name Variations:
[None Found]

Business Filings:

Bankruptcies:
[None Found]

Liens & Judgments:
[None Found]

Corporation Filings:
[None Found]

Business Registration:
[None Found]

UCC Filings for Business:
[None Found]

Associated Businesses:
[None Found]

Other Businesses at Address:
More than 50 businesses at this address, no businesses shown

Associated People:

Business Contacts:
[None Found]

Individuals at Address:

(b) (6)

(b) (6)

Assets at Address:

Properties:

Current Ownership:

Parcel Number - 040-007623-90
Name Owner 1 - TOSOH SMD INC
Address - 3600 GANTZ RD, GROVE CITY OH 43123-1895
Owner's Address - 3600 GANTZ RD, GROVE CITY OH 43123-1895
Land Usage - STORAGE (MINI-WAREHOUSE)
Building Size - 24,544
Year Built - 2005
Sale Price - $1,834,650
Legal Description - 3600 GANTZ ROAD SOUTHPARK PT LOT 13=41.344 ACS
Data Source - B

Previous Ownership:

[None Found]

Important: The Public Records and commercially available data sources used on reports have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified. For Secretary of State documents, the following data is for information purposes only and is not an official record. Certified copies may be obtained from that individual state's Department of State.

Comprehensive Address Report
Date: 10/31/07

Address: 762 MARIETTA BLVD NW, ATLANTA GA 30318

Current Ownership:
[None Found]

Previous Ownership:
[None Found]

Residential Phones at Address:
[None Found]

Business Phones at Address:
[None Found]

Possible Current Residents:
[None Found]

Possible Previous Residents:

(b) (6)

(b) (6)

[None Found]

Possible Previous Businesses at Address:

Business Name: TOYO SODA GEORGIA, INC.

Business Name: A Z S CORP

Business Name: AZS CORP

Business Name: BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88)

Business Name: WORTH CHEMICAL COMPANY

Bankruptcies:

[None Found]

Liens and Judgments:

Type: COUNTY TAX LIEN
Court: FULTON COUNTY SUPERIOR COURT, GA
Case Number:
Amount: $55
Date Filed: 12/16/2005
Debtor: A Z S CORP
Debtor Address: 762 MARIETTA BLVD, ATLANTA GA 30318-5128
Debtor SSN:
Creditor: COUNTY OF FULTON

Type: COUNTY TAX LIEN
Court: FULTON COUNTY SUPERIOR COURT, GA
Case Number: B3965P66
Amount: $55
Date Filed: 11/12/1998
Debtor: AZS CORP
Debtor Address: 762 MARIETTA BLVD, ATLANTA GA 30318-5128
Debtor SSN:
Creditor: COUNTY TAX ASSESSOR

Type: COUNTY TAX LIEN
Court: FULTON COUNTY SUPERIOR COURT, GA
Case Number: B3965P68
Amount: $52
Date Filed: 11/12/1998
Debtor: AZS CORP
Debtor Address: 762 MARIETTA BLVD, ATLANTA GA 30318-5128
Debtor SSN:
Creditor: COUNTY TAX ASSESSOR

Type: COUNTY TAX LIEN
Court: FULTON COUNTY SUPERIOR COURT, GA
Case Number: B3965P70
Amount: $104
Date Filed: 11/12/1998
Debtor: AZS CORP
Debtor Address: 762 MARIETTA BLVD, ATLANTA GA 30318-5128
Debtor SSN:
Creditor: COUNTY TAX ASSESSOR

Type: COUNTY TAX LIEN
Court: FULTON COUNTY SUPERIOR COURT, GA
Case Number: B3965P72
Amount: $94
Date Filed: 11/12/1998
Debtor: AZS CORP
Debtor Address: 762 MARIETTA BLVD, ATLANTA GA 30318-5128
Debtor SSN:
Creditor: COUNTY TAX ASSESSOR

Type: COUNTY TAX LIEN
Court: FULTON COUNTY SUPERIOR COURT, GA
Case Number: B3965P74
Amount: $88
Date Filed: 11/12/1998
Debtor: AZS CORP
Debtor Address: 762 MARIETTA BLVD, ATLANTA GA 30318-5128
Debtor SSN:

Creditor: COUNTY TAX ASSESSOR

Type: COUNTY TAX LIEN
Court: FULTON COUNTY SUPERIOR COURT, GA
Case Number: B3965P76
Amount: $82
Date Filed: 11/12/1998
Debtor: AZS CORP
Debtor Address: 762 MARIETTA BLVD, ATLANTA GA 30318-5128
Debtor SSN:
Creditor: COUNTY TAX ASSESSOR

Important: The Public Records and commercially available data sources used on reports have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified. For Secretary of State documents, the following data is for information purposes only and is not an official record. Certified copies may be obtained from that individual state's Department of State.

Comprehensive Business Report
Date: 10/31/07

Subject Information:
Company Name: BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88)
Address: 762 MARIETTA BLVD NW, ATLANTA GA 30318-5128
Phone:
FEIN:

Company Information:
Company Name: BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88)
Address: 762 MARIETTA BLVD NW, ATLANTA GA 30318-5128
Phone:
FEIN:

Name Variations:
[None Found]

Business Filings:

Bankruptcies:
[None Found]

Liens & Judgments:
[None Found]

Corporation Filings:
Company Name: BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88)
Charter Number: A101566
Status: DISS/CANCEL/TERMINAT
Filing Date: 05/31/1961
Incorporation State: GA
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: HAWES, PEYTON
Last Seen: 11/02/1988

Company Name: BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88)
Charter Number: A101566
Status: DISS./CANCEL/TERMINAT
Filing Date: 05/31/1961
Incorporation State: GA
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: HAWES, PEYTON
Last Seen: 05/31/1961

Company Name: BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88)
Charter Number: A101566
Status: DISS./CANCEL/TERMINAT
Filing Date: 05/31/1961
Incorporation State: GA
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: HAWES, PEYTON
Last Seen: 05/31/1961

Company Name: BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88)
Charter Number: A101566
Status: DISS./CANCEL/TERMINAT
Filing Date: 05/31/1961
Incorporation State: GA
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: HAWES, PEYTON
Last Seen: 05/31/1961

Company Name: BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88)
Charter Number: A101566
Status: DISS./CANCEL/TERMINAT
Filing Date: 05/31/1961
Incorporation State: GA
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: HAWES, PEYTON
Last Seen: 05/31/1961

Company Name: BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88)
Charter Number: A101566
Status: DISS./CANCEL/TERMINAT
Filing Date: 05/31/1961
Incorporation State: GA
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: HAWES, PEYTON
Last Seen: 05/31/1961

Business Registration:

[None Found]

UCC Filings for Business:

[None Found]

Associated Businesses:

Name	Association
BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88)	Corporation Filing

Other Businesses at Address:

Name: TOYO SODA GEORGIA, INC.

Name: A Z S CORP

Name: AZS CORP

Name: BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88)

Name: WORTH CHEMICAL COMPANY

Associated People:

Business Contacts:

JOEL PADGETT, CHIEF FINANCIAL OFFICER, Date Last Seen: Dec 28, 2006
6065 HEARDS DR NW, ATLANTA GA 30328-4714

JOEL PADGETT, SECRETARY, Date Last Seen: Dec 28, 2006
6065 HEARDS DR NW, ATLANTA GA 30328-4714

SATORU L WAMOTO, CHIEF EXECUTIVE OFFICER, Date Last Seen: Dec 28, 2006
6201 POWERS FERRY RD NW STE 190, ATLANTA GA 30339-5401

Individuals at Address:

(b) (6)

(b) (6)

(b) (6)

Assets at Address:

Properties:

Current Ownership:
[None Found]

Previous Ownership:
[None Found]

Important: The Public Records and commercially available data sources used on reports have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified. For Secretary of State documents, the following data is for information purposes only and is not an official record. Certified copies may be obtained from that individual state's Department of State.

Comprehensive Business Report
Date: 10/31/07

Subject Information:
Company Name: TOYO SODA GEORGIA, INC.
Address: 762 MARIETTA BLVD NW, ATLANTA GA 30318-5128
Phone:
FEIN:

Company Information:
Company Name: TOYO SODA GEORGIA, INC.
Address: 762 MARIETTA BLVD NW, ATLANTA GA 30318-5128
Phone:
FEIN:

Name Variations:
[None Found]

Business Filings:

Bankruptcies:
[None Found]

Liens & Judgments:
[None Found]

Corporation Filings:
Company Name: TOYO SODA GEORGIA, INC.
Charter Number: J003044
Status: MERGED
Filing Date: 03/21/1980
Incorporation State: GA
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: UNITED STATES CORPORATION CO.
Last Seen: 03/21/1980

Company Name: TOYO SODA GEORGIA, INC.
Charter Number: J003044
Status: MERGED
Filing Date: 03/21/1980
Incorporation State: GA
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: UNITED STATES CORPORATION CO.
Last Seen: 03/21/1980

Company Name: TOYO SODA GEORGIA, INC.
Charter Number: J003044
Status: MERGED
Filing Date: 03/21/1980
Incorporation State: GA
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: UNITED STATES CORPORATION CO.
Last Seen: 03/21/1980

Company Name: TOYO SODA GEORGIA, INC.
Charter Number: J003044
Status: MERGED
Filing Date: 03/21/1980
Incorporation State: GA
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: UNITED STATES CORPORATION CO.
Last Seen: 03/21/1980

Company Name: TOYO SODA GEORGIA, INC.
Charter Number: J003044
Status: MERGED
Filing Date: 03/21/1980
Incorporation State: GA
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: UNITED STATES CORPORATION CO.
Last Seen: 03/21/1980

Company Name: TOYO SODA GEORGIA, INC.
Charter Number: J003044
Status: MERGED
Filing Date: 03/21/1980
Incorporation State: GA
Terms:
Type: ORIGINAL FILING DATE
Registered Agent: UNITED STATES CORPORATION CO.
Last Seen: 03/21/1980

Business Registration:

[None Found]

UCC Filings for Business:

[None Found]

Associated Businesses:

[None Found]

Other Businesses at Address:

Name: TOYO SODA GEORGIA, INC.

Name: A Z S CORP

Name: AZS CORP

Name: BIO-TEST LABORATORIES, INC. (DISSOLVED 11-2-88)

Name: WORTH CHEMICAL COMPANY

Associated People:

Business Contacts:

FFICER TASHIRO MADOKA, CHIEF FINANCIAL O, Date Last Seen: Dec 28, 2006

TASHIRO MADOKA, CFO, Date Last Seen: Mar 21, 1980

TASHIRO MADOKA, CHIEF FINANCIAL OFFICER, Date Last Seen: Dec 28, 2006

FFICER UNNO TAKESHI, CHIEF EXECUTIVE O, Date Last Seen: Dec 28, 2006

UNNO TAKESHI, CEO, Date Last Seen: Mar 21, 1980

UNNO TAKESHI, CHIEF EXECUTIVE OFFICER, Date Last Seen: Dec 28, 2006

KIKKAWA TOSHIO, SECRETARY, Date Last Seen: Dec 28, 2006

KIKKAWA TOSHIO, SECRETARY, Date Last Seen: Dec 28, 2006

Individuals at Address:

(b) (6)

(b) (6)

(b) (6)

Assets at Address:

Properties:

Current Ownership:
[None Found]

Previous Ownership:
[None Found]

| CONTACT U

FULTON COUNTY
BOARD OF ASSESSORS

County

Home Property Records

Address Parcel Advanced

Search by Address

Number Street Suffix D

Loveless AVE

Filter By

Roll Type

RE

Options Sort by: Parcel ID Ascending Results/page: 15

* required

Data Current as of 2

Click rows to view property details

Results **1**

Parcel ID▲	Owner	Complete Address	Roll
14 014400040012	MARTA	0 LOVELESS AVE NW	RE
14 014400040020	MARTA	0 LOVELESS AVE NW	RE
14 014400040038	MARTA	0 LOVELESS AVE NW	RE
14 014400040046	MARTA	0 LOVELESS AVE NW	RE
14 014400040053	MARTA	0 LOVELESS AVE NW	RE
14 014400040061	MARTA	0 LOVELESS AVE NW	RE
14 014400040079	MARTA	0 LOVELESS AVE NW	RE
14 014400040087	MARTA	0 LOVELESS AVE NW	RE
14 014400040095	A Z S CORP	0 LOVELESS AVE NW	RE
14 014400040103	MARTA	0 LOVELESS AVE NW	RE
14 014400040111	MARTA	0 LOVELESS AVE NW	RE
14 014400040129	MARTA	0 LOVELESS AVE NW	RE
14 014400040137	A Z S CORP	0 LOVELESS AVE NW	RE
14 014400040145	A Z S CORP	0 LOVELESS AVE NW	RE
14 014400050052	CITY OF ATLANTA	1269 LOVELESS AVE NW	RE

Results Page: **[1]** 2

Printable Ve

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PARID: 14 014400040095
A Z S CORP **0 LOVELESS AVE NW**

Parcel

Parcel ID	14 -0144-0004-009-5
Address	0 LOVELESS AVE
City	ATL
Neighborhood	1409
Class	Residential Lots
Land Use Code	Residential vacant **
Acres	.2296
Utilities	1-All Public/-/-
Tax District	05T
Tax Year	2007

Owner(s)

Owner Name	A Z S CORP
Owner Name 2	

Disclaimer

Fulton County makes no representations or warranties as to the suitability of this information for any particular purpose, and that to the extent you use or implement this information in your own setting, you do so at your own risk. The information provided herewith is solely for personal use and cannot be sold. In no event will Fulton County be held liable for any damages whatsoever, whether direct, consequential, incidental, special, or claim for attorney fees, arising out of the use of or inability to use the information provided herewith. There is no warranty of merchantability or fitness for any purpose. This information may change or be deleted without notice.

PARID: 14 014400040095
A Z S CORP **0 LOVELESS AVE NW**

Current Values - 2007

Year	2007
Appraised Land	$36,200
Appraised Building	$0
Total Appraised Value	$36,200
Assessed Land	$14,480
Assessed Building	$0
Assessed Total	$14,480

Values History

Year	Total Appraised Value	Total Assessed Value
2007	$36,200	$14,480
2006	$16,200	$6,480
2005	$16,200	$6,480
2004	$16,200	$6,480
2003	$16,200	$6,480
2002	$16,200	$6,480
2001	$14,000	$5,600
2000	$14,000	$5,600

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PARID: 14 014400040137
A Z S CORP **0 LOVELESS AVE NW**

Parcel

Parcel ID	14 -0144-0004-013-7
Address	0 LOVELESS AVE
City	ATL
Neighborhood	C408
Class	Commercial Lots
Land Use Code	Vacant Commercial Land **
Acres	.1779
Utilities	1-All Public/-/-
Tax District	05T
Tax Year	2007

Owner(s)

Owner Name	A Z S CORP
Owner Name 2	

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PARID: 14 014400040137
A Z S CORP 0 LOVELESS AVE NW

Current Values - 2007

Year	2007
Appraised Land	$24,800
Appraised Building	$0
Total Appraised Value	$24,800
Assessed Land	$9,920
Assessed Building	$0
Assessed Total	$9,920

Values History

Year	Total Appraised Value	Total Assessed Value
2007	$24,800	$9,920
2006	$9,300	$3,720
2005	$9,300	$3,720
2004	$9,300	$3,720
2003	$9,300	$3,720
2002	$9,300	$3,720
2001	$9,300	$3,720
2000	$9,300	$3,720

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PARID: 14 014400040145
A Z S CORP **0 LOVELESS AVE NW**

Parcel

Parcel ID	14 -0144-0004-014-5
Address	0 LOVELESS AVE
City	ATL
Neighborhood	C408
Class	Commercial Lots
Land Use Code	Vacant Commercial Land **
Acres	.1779
Utilities	1-All Public/-/-
Tax District	05T
Tax Year	2007

Owner(s)

Owner Name	A Z S CORP
Owner Name 2	

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PARID: 14 014400040145
A Z S CORP **0 LOVELESS AVE NW**

Current Values - 2007

Year	2007
Appraised Land	$24,800
Appraised Building	$0
Total Appraised Value	$24,800
Assessed Land	$9,920
Assessed Building	$0
Assessed Total	$9,920

Values History

Year	Total Appraised Value	Total Assessed Value
2007	$24,800	$9,920
2006	$9,300	$3,720
2005	$9,300	$3,720
2004	$9,300	$3,720
2003	$9,300	$3,720
2002	$9,300	$3,720
2001	$9,300	$3,720
2000	$9,300	$3,720

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PARID: 14 0144 LL0140
UNITED REAL PROPERTY INVESTMENT LLC

762 MARIETTA BLVD

Parcel

Parcel ID	14 -0144- LL-014-0
Address	762 MARIETTA BLVD
City	ATL
Neighborhood	C408
Class	Industrial Small Tracts
Land Use Code	Vacant Industrial Land **
Acres	17.03
Utilities	1-All Public/-/-
Tax District	05T
Tax Year	2007

Owner(s)

Owner Name	UNITED REAL PROPERTY
Owner Name 2	INVESTMENT LLC

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PARID: 14 0144 LL0140
UNITED REAL PROPERTY INVESTMENT LLC

762 MARIETTA BLVD

Sales

Sale Date	Sale Price	Grantee	Grantor
24-APR-01	$350,000	UNITED REAL PROPERTY	CARGILL INCORPORATED
10-JUL-87	$1,619,000		

Sale Details

1 of 2

Sale Date	24-APR-01
Sale Price	$350,000
Grantee	UNITED REAL PROPERTY
Grantor	CARGILL INCORPORATED
Book	30303
Page	00452

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PARID: 14 0144 LL0140
UNITED REAL PROPERTY INVESTMENT LLC

762 MARIETTA BLVD

Current Values - 2007

Year	2007
Appraised Land	$1,929,400
Appraised Building	$0
Total Appraised Value	$1,929,400
Assessed Land	$771,760
Assessed Building	$0
Assessed Total	$771,760

Values History

Year	Total Appraised Value	Total Assessed Value
2007	$1,929,400	$771,760
2006	$386,300	$154,520
2005	$386,300	$154,520
2004	$386,300	$154,520
2003	$386,300	$154,520
2002	$386,300	$154,520
2001	$386,300	$154,520
2000	$386,300	$154,520

Disclaimer

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Georgia Secretary of State
Karen C. Handel

Search
- By Business Name
- By Control No
- By Officer
- By Registered Agent

Verify
- Verify Certification

New Filing
- Click here to file online for:
- New Limited Liability Company (LLC)
- New Business Corporation
- New Non-Profit Corporation
- New Professional Corporation (PC)

Annual Registration
- Annual Registration

Name Reservation
- File Name Reservation Online

Online Orders
- Register for Online Orders
- Order Certificate of Existence
- Order Certified Documents

View Filed Documents
(Annual Registration History etc.)

Date: 11/16/2007

File Annual Registration Online

or

Print A Paper Annual Registration Form

PLEASE NOTE: To download your Annual Registration forms you will need Adobe Reader to view and/or print. If you do not have Adobe Reader installed on your computer, click the "Get Adobe Reader" button on the right to download the reader free of charge from the Adobe website.

Get Adobe Reader

Business Name History

Name	Name Type
UNITED REAL PROPERTY INVESTMENT, LLC	Current Name

Limited Liability Company - Domestic - Information

Control No.:	0032506
Status:	Active/Compliance
Entity Creation Date:	7/19/2000
Jurisdiction:	GA
Principal Office Address:	625 HOLCOMB BRIDGE RD NORCROSS GA 30071-2045
Last Annual Registration Filed Date:	2/8/2007
Last Annual Registration Filed:	2007

Registered Agent

Agent Name:	REZA ABREE
Office Address:	625 HOLCOMB BRIDGE RD. NORCROSS GA 30071
Agent County:	GWINNETT

Georgia Secretary of State
Karen C. Handel

Search
- By Business Name
- By Control No
- By Officer
- By Registered Agent

Verify
- Verify Certification

New Filing
- Click here to file online for:
- New Limited Liability Company (LLC)
- New Business Corporation
- New Non-Profit Corporation
- New Professional Corporation (PC)

Annual Registration
- Annual Registration

Name Reservation
- File Name Reservation Online

Online Orders
- Register for Online Orders
- Order Certificate of Existence
- Order Certified Documents

Date: 11/16/2007

View Filed Documents
(Annual Registration History etc.)

File Annual Registration Online
or
Print A Paper Annual Registration Form

PLEASE NOTE: To download your Annual Registration forms you will need Adobe Reader to view and/or print. If you do not have Adobe Reader installed on your computer, click the "Get Adobe Reader" button on the right to download the reader free of charge from the Adobe website.

Get Adobe Reader

Business Name History

Name	Name Type
UNITED CONSULTING GROUP, LTD.	Current Name

Profit Corporation - Domestic - Information

Control No.:	K001036
Status:	Active/Compliance
Entity Creation Date:	1/18/1990
Jurisdiction:	GA
Principal Office Address:	625 HOLCOMB BRIDGE RD NORCROSS GA 30071-2045
Last Annual Registration Filed Date:	2/8/2007
Last Annual Registration Filed:	2007

Registered Agent

Agent Name:	REZA ABREE
Office Address:	625 HOLCOMB BRIDGE ROAD NORCROSS GA 30071
Agent County:	GWINNETT

Officers

Title:	**CEO**

Name:	**REZA ABREE**
Address:	1005 STONEGATE CT ROSWELL GA 30075
Title:	**CFO**
Name:	**REZA ABREE**
Address:	1005 STONEGATE CT ROSWELL GA 30075
Title:	**Secretary**
Name:	**CHRIS L. ROBERDS**
Address:	1850 RIDGEWOOD DR ATLANTA GA 30307

REHEIS v. AZS CORPORATION.

A98A0233.

COURT OF APPEALS OF GEORGIA

232 Ga. App. 852; 503 S.E.2d 36; 1998 Ga. App. LEXIS 804; 98 Fulton County D. Rep. 2316

May 28, 1998, Decided

SUBSEQUENT HISTORY: [***1] Reconsideration Denied June 15, 1998.

PRIOR HISTORY: Hazardous Waste Management Act. Fulton Superior Court. Before Judge Bonner.

DISPOSITION: Judgment reversed and case remanded with direction.

CASE SUMMARY:

PROCEDURAL POSTURE: Appellant Environment Protection Division (EPD) challenged an order of the Fulton Superior Court (Georgia), which reversed an administrative law judge's order assessing a civil penalty against appellee corporation for its wilful violation of the requirements of a corrective action permit issued pursuant to the Georgia Hazardous Waste Management Act, *Ga. Code Ann. § 12-8-60 et seq.* in EPD's action against the corporation for violating the permit.

OVERVIEW: The corporation held a corrective action permit requiring it to rehabilitate groundwater at the site of its former operations. The EPD alleged that the corporation had violated the permit. After a hearing, an administrative law judge (ALJ) required the corporation to comply with the permit's requirements and assessed a civil penalty against it. The corporation sought judicial review of the ALJ's decision. The trial court found the compliance order and penalties improper because the EPD had not first engaged in attempts to remedy the violations by conference, conciliation, or persuasion as required by *Ga. Code Ann. § 12-8-71(a)*. The EPD appealed. The court found that the ALJ's decision was supported by evidence and that the trial court erred in substituting its factual judgment for that of the ALJ. The court held that the director of the EPD had fulfilled his statutory obligation to remedy the violations by means of conference, conciliation, or persuasion, albeit unsuccessfully, before issuing the order. The requirement to confer and attempt to conciliate or persuade a violator to comply did not mean that the EPD was required to compromise and require less than compliance.

OUTCOME: The court reversed the trial court's judgment, which reversed the administrative law judge's compliance order assessing a civil penalty against the

corporation, and remanded the case to the trial court.

LexisNexis(R) Headnotes

Administrative Law > Judicial Review > Standards of Review > General Overview
Civil Procedure > Appeals > Standards of Review > Clearly Erroneous Review
Criminal Law & Procedure > Appeals > Reversible Errors > Evidence
[HN1] Under the Administrative Procedure Act, review of an ALJ's decision by a superior court is done without a jury and is confined to the evidence and testimony received by the ALJ. *Ga. Code Ann. § 50-13-19 (g)*. The court shall not substitute its judgment for that of the agency as to the weight of the evidence on questions of fact. The court may reverse or modify the decision if substantial rights of the appellant have been prejudiced because the administrative findings, inferences, conclusions, or decisions are: (1) In violation of constitutional or statutory provisions; (2) In excess of the statutory authority of the agency; (3) Made upon unlawful procedure; (4) Affected by other error of law; (5) Clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record; or (6) Arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion. *Ga. Code Ann. § 50-13-19(h)*. The superior court's review of evidentiary issues is limited to determining whether factual findings are supported by "any evidence."

Environmental Law > Hazardous Wastes & Toxic Substances > Treatment, Storage & Disposal
Environmental Law > Litigation & Administrative Proceedings > Jurisdiction & Procedure
[HN2] *Ga. Code Ann. § 12-8-71(a)*, provides that whenever the Environmental Protection Division (EPD) has reason to believe that a violation of the hazardous waste statutes, regulations, or EPD order has occurred, the EPD shall attempt to remedy the same by conference, conciliation, and persuasion. In the case of failure of such conference, conciliation, or persuasion to correct or remedy any violation, the EPD may issue an order directed to such violator. The may direct that necessary corrective action be taken within a reasonable time to be prescribed in the order.

Administrative Law > Agency Adjudication > Alternative Dispute Resolution
Environmental Law > Hazardous Wastes & Toxic Substances > Treatment, Storage & Disposal
Environmental Law > Litigation & Administrative Proceedings > Jurisdiction & Procedure
[HN3] Under the language "conference, conciliation, and persuasion" called for in *Ga. Code Ann. § 12-8-71*, the defendants must have a fair opportunity to review and respond to the government agency's findings and have notice of precisely what activities have been found to be violations of the Georgia Hazardous Waste Management Act. Furthermore, assuming there is adequate notice of the charges, there must be a good faith, affirmative attempt to conciliate every allegation. Where the government agency acts in good faith and reasonably responds to the position of a defendant during conciliation, it satisfies its obligation to attempt conciliation.

Environmental Law > Hazardous Wastes & Toxic Substances > Treatment, Storage & Disposal
Environmental Law > Litigation & Administrative Proceedings > Jurisdiction & Procedure

[HN4] By statute, the informal means of "conference, conciliation, and persuasion" are to be tried first, before the power of government by way of enforceable order compelling certain action is imposed. It is a form of due process.

COUNSEL: Thurbert E. Baker, Attorney General, Brenda H. Cole, Deputy Attorney General, Robert S. Bomar, Senior Assistant Attorney General, Timothy J. Ritzka, Assistant Attorney General, Kimberly A. Dymecki, for appellant.

Peyton S. Hawes, Jr., for appellee.

JUDGES: POPE, Presiding Judge. Beasley and Ruffin, JJ., concur.

OPINION BY: POPE

OPINION

[*852] [**37] POPE, Presiding Judge.

We granted discretionary appeal in this case involving an administrative order and civil penalty issued pursuant to the Georgia Hazardous Waste Management Act, *O.C.G.A. § 12-8-60 et seq.* AZS Corporation held a "corrective action permit" requiring it to rehabilitate groundwater at the site of its former operations in Atlanta. In early 1996, the Environmental Protection Division of the Department of Natural Resources ("EPD") alleged that AZS had violated the permit. After conducting an evidentiary hearing on the matter, an administrative law judge ("ALJ") required AZS to comply with the requirements of the corrective action permit and assessed a civil penalty against [***2] the company for its wilful violation of those requirements. Challenging the ALJ's decision, AZS sought judicial review in the superior court, which found the compliance order and penalties improper because the EPD had not first engaged in attempts to remedy the violations by "conference, conciliation, or persuasion" as required by *O.C.G.A. § 12-8-71 (a).* Because we find the ALJ's decision supported by evidence, we must reverse the superior court's judgment.

[HN1] Under the Administrative Procedure Act, review of an ALJ's decision by a superior court is done without a jury and is confined to [*853] the evidence and testimony received by the ALJ. *O.C.G.A. § 50-13-19 (g).* "The court shall not substitute its judgment for that of the agency as to the weight of the evidence on questions of fact. . . . The court may reverse or modify the decision if substantial rights of the appellant have been prejudiced because the administrative findings, inferences, conclusions, or decisions are: (1) In violation of constitutional or statutory provisions; (2) In excess of the statutory authority of the agency; (3) Made upon unlawful procedure; (4) Affected by other error of law; (5) Clearly erroneous in view of the reliable, [***3] probative, and substantial evidence on the whole record; or (6) Arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion." *O.C.G.A. § 50-13-19 (h).* The superior court's review of evidentiary issues is limited to determining whether factual findings are supported by "any evidence." *Hall v. Ault, 240 Ga. 585, 586 (242 S.E.2d 101) (1978).*

The superior court found as a matter of law that the EPD failed to follow the requirements of [HN2] *O.C.G.A. § 12-8-71 (a),* which provides: "whenever the [EPD] has reason to believe that a violation of [the hazardous waste statutes, regulations, or EPD order] has occurred, the [EPD] shall attempt to remedy the same by conference, conciliation, and persuasion. In the case of failure of such conference, conciliation, or persuasion to correct or remedy any violation, the [EPD] may issue an order directed to such violator. . . . The order . . . may direct that necessary corrective action be taken within a reasonable time to be

prescribed in the order." The ALJ, however, found that the EPD *had* engaged in the required attempts at conciliation before it issued a compliance order and sought civil penalties. [***4] Under the circumstances of this case, we find that the ALJ's determination on that issue presented a question of *fact*, not law, which was supported by evidence. Therefore, the superior court erred in substituting its factual judgment for that of the ALJ.

The facts of this case are detailed and complex. Evidence allowed the ALJ to find that in 1987, the EPD determined that AZS's facility contained hazardous waste and that the law required AZS to clean the site. The agency issued AZS a "corrective action permit." Pursuant to the permit, it appears AZS put in place devices to extract and remove contaminated groundwater. Progress on the remediation was reviewed after five years, and in 1993 the permit was [**38] amended. Among the requirements of the permit, as amended, were that AZS (1) maintain "proof of financial assurance" of its ability to complete the cleanup; and (2) continue its groundwater monitoring and remediation efforts.

In October 1994, however, the bank which issued AZS's letter of credit -- i.e., its "financial assurance" -- notified the EPD that the letter of credit would soon expire. Despite the EPD's follow-up letter [*854] to AZS reminding the company of its duty to maintain [***5] proof of financial assurance, the company failed to do so beyond June 30, 1995. It appears that, by this time, AZS was a defunct corporation dependent on its parent Japanese corporation for funding. Perhaps because of its financial situation, in early 1995 AZS began attempting to convince the EPD to allow it to end the remediation efforts by showing the EPD that the remaining contaminants posed little risk to human health.

On September 28, 1995, AZS sent the EPD a report entitled "Risk Evaluation of the Environmental Conditions at the AZS Chemical Site" (the "September report"), which outlined AZS's argument that its site posed no health risk. At the same time, AZS's attorney sent the EPD a letter in which he argued that the September report "demonstrates that the site has reached a level of cleanliness which will allow AZS to begin a monitoring program leading to closure of this site in the near future." To preserve the limited assets of the corporation for such monitoring, he continued, AZS would "cease all activity at the site pending the EPD's response to the Report." AZS then stopped all of the required remediation efforts at the site.

Because the EPD did not understand [***6] AZS's statement that it would "cease all activity," the agency did not discover until a December 1995 inspection that AZS had stopped complying with the corrective action plan in late September. On January 4, 1996, the EPD notified AZS of the violation, asked that AZS restart the remediation systems, and pointed out that any request to modify the permit would require public notice and participation. AZS's attorney responded a few days later that the September report "is expected to serve as the basis for a Permit modification" and that the company would not continue the "costly and wasteful" remediation process required by the existing permit. In a phone conference a few days later with AZS's environmental consultants in charge of the site, the EPD learned that AZS would also provide no proof of financial assurance on the project until the EPD responded to AZS's September report. On February 6, 1996, the EPD sent AZS another notice of violation containing a proposed "consent order" which would have required AZS to restart remediation and pay a $ 50,000 penalty. AZS declined to comply. On February 9, 1996, the EPD responded to the September report and offered to meet to discuss AZS's [***7] plans to submit a proper permit modification request. In a February 28, 1996 response letter, AZS's attorney told the EPD that any efforts the agency made to enforce the

existing remediation permit would "forfeit[] further remediation efforts" by AZS. The EPD issued the administrative compliance order on April 17, 1996, and the administrative hearing ensued. Evidence showed AZS never corrected its violations of the existing remediation permit and did not apply for a [*855] modification of the permit or variance from the permit's requirements until July 1996. To determine whether these facts establish the necessary "conference, conciliation, and persuasion" called for in *O.C.G.A. § 12-8-71 (a)* we must consider the legislative intent behind the statute. [1] It is evident that voluntary compliance with the state's "regulation of the generation, transportation, storage, treatment, and disposal of hazardous wastes" is the objective determined by the legislature to best accomplish the goal of a high quality environment in Georgia, which goal is set out in the declaration of public policy. [2] To achieve voluntary compliance [**39] when a violation is detected, the director is to initiate informal dialogue [***8] and discourse in an effort to work out a resolution with the offender so the violation is remedied quickly and agreeably, without the compulsion of a formal order.

1 *O.C.G.A. § 1-3-1 (a)* ("in all interpretations of statutes, the courts shall look diligently for the intention of the General Assembly"); see *Pennington & Evans v. Douglas &c. R. Co., 3 Ga. App. 665, 675 (3) (60 S.E. 485) (1908)* (look to purpose of act).

2 *O.C.G.A. § 12-8-61.*

The director has a duty to "attempt to remedy" the unlawful condition. The means by which this is to be gained is "by conference, conciliation, and persuasion." In other words, the parties are directed by law to try to work it out first. "Conference" between EPD director or designee and apparent violator means "an act of consulting together" or "the interchange of views," and is generally but not always done in a meeting for the purpose of discussion and interchange of opinions. [3]

3 Webster's Third New International Dictionary, p. 475.

[***9] "Conciliation," the second means or method of reaching a remedy, is "the effort to establish harmony and goodwill" and cooperation. It generally means "the intervention in a dispute by an outsider who seeks to achieve agreement between the disputing parties." [4] Although the legislature did not require that an outside conciliator be hired to carry out this means of resolution, the director would be authorized to follow this course if in the director's judgment it would be more successful than conciliation undertaken directly. The third means, "persuasion," is "an act or the action of influencing the mind by arguments or reasons offered or by anything that moves the mind or passions or inclines the will to a determination." [5]

4 Id. at 471.

5 Id. at 1688.

There being no Georgia legislative history on this practical approach to resolving conflict, and no prior judicial construction of it, we consider its use elsewhere to get a sense of how it has been understood by other courts. Missouri's Hazardous Waste [***10] Management Law uses this same language [6] but no Missouri decision has defined it. [7] It [*856] is also present in Ohio's Civil Rights Act, [8] in Title VII of the federal Civil Rights Act of 1964, [9] and in the Federal Election Campaign Act of 1971. [10]

6 *Mo. Rev. Stat. § 260.410.2.*

7 Cf. *Mueller v. Missouri Hazardous Waste Management Comm., 904 S.W.2d 552 (Mo. Ct. App. 1995).*

8 *Ohio Rev. Code § 4112.05 (B).*

9 *42 USCA § 2000e-5 (b).*

10 *2 USCA § 437g.*

The Ohio Supreme Court has defined it as "an accomplished effort at meaningful conciliation" and as a good-faith attempt to conciliate. [11] Another Ohio court was more definitive: "The words 'conference, conciliation' and 'persuasion' as used in the statute . . . are limited to conscientious efforts on the part of the [state agency] to resolve a dispute. . . . Directives and ultimata issued by the [state agency] do not, however, comport with such legislative intent. . . ." [12]

11 *State ex rel. Republic Steel Corp. v. Ohio Civil Rights Comm., 44 Ohio St. 2d 178, 339 N.E.2d 658, 661 (Ohio 1975).*

[***11]

12 *Sowers v. Ohio Civil Rights Comm., 20 Ohio Misc. 115, 252 N.E.2d 463, 473, 478 (Ohio Ct. Common Pleas 1969).*

A federal court required that [HN3] under such language "the defendants must have a fair opportunity to review and respond to the [government agency's] findings and have notice of precisely what activities have been found to be violations of the Act. . . . Furthermore, assuming there is adequate notice of the charges, there must be a good faith, affirmative attempt to conciliate every allegation. . . . Where the [government agency] acts in good faith and reasonably responds to the position of a defendant during conciliation, it satisfies its obligation to attempt conciliation." [13]

13 *Federal Election Comm. v. National Rifle Assn. &c., 553 F. Supp. 1331, 1338-1339 (D.D.C. 1983).*

So it is that, [HN4] by statute, these informal means are to be tried first, before the power of government by way of enforceable order compelling certain [***12] action is imposed. It is a form of due process.

[**40] With this in mind, and considering the public policy which the legislature charges the EPD to implement, a review of the history of the dispute between the two parties before it moved to the level of the ALJ supports his finding that the director fulfilled his statutory obligation, albeit unsuccessfully, before issuing the order.

The ALJ specifically found that AZS wilfully and flagrantly violated the corrective action plan when it allowed the proof of financial assurance to lapse, shut down its remediation operations, and refused to comply with the permit until the EPD responded to its September report, even though that report did not constitute a request to modify the existing permit and even though AZS did not request modification of the permit or a variance from the permit's requirements until July 1996. The ALJ also found that the EPD discussed [*857] the violations with AZS and gave AZS a chance to comply without penalties. This conclusion is supported by evidence. The EPD wrote AZS on January 4, 1996, asked the company voluntarily to comply, and explained that the hope of a future modification did not excuse compliance with the [***13] existing permit. The blunt response from AZS's attorney was that AZS would do none of the required remediation until the EPD responded to its September report, even though that report did not constitute a request for variance or modification of the permit. AZS did not contend that the EPD's remediation requirements were legally improper; rather, the company claimed that its alternate plan would be less expensive and would provide little risk of harm to humans. But as the ALJ found, "the requirement to confer and attempt to conciliate or persuade a violator to return to compliance does not mean [that the EPD] is required to somehow compromise and require less than compliance." A finder of fact could determine

that AZS hoped its flagrant violations of the law would force the EPD to compromise, and that the EPD acted reasonably in attempting to convince the company to comply with reasonable remediation demands while seeking modification of the permit. The superior court incorrectly substituted its judgment for that of the ALJ on this issue, and its holding must be reversed.

Our reversal of the superior court's holding renders it unnecessary for us to address the EPD's remaining enumerations [***14] of error. As the superior court's order reflects that AZS raised constitutional issues which were not addressed, we remand this matter to the superior court for further proceedings consistent with this opinion.

Judgment reversed and case remanded with direction. Beasley and Ruffin, JJ., concur.

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REHEIS v. AZS CORPORATION.

A98A0233.

(*232 Ga. App. 852*)

(*503 SE2d 36*)

(1998)

POPE, Presiding Judge.

Hazardous Waste Management Act. Fulton Superior Court. Before Judge Bonner.

We granted discretionary appeal in this case involving an administrative order and civil penalty issued pursuant to the Georgia Hazardous Waste Management Act, OCGA *12-8-60* et seq. AZS Corporation held a "corrective action permit" requiring it to rehabilitate groundwater at the site of its former operations in Atlanta. In early 1996, the Environmental Protection Division of the Department of Natural Resources ("EPD") alleged that AZS had violated the permit. After conducting an evidentiary hearing on the matter, an administrative law judge ("ALJ") required AZS to comply with the requirements of the corrective action permit and assessed a civil penalty against the company for its wilful violation of those requirements. Challenging the ALJ's decision, AZS sought judicial review in the superior court, which found the compliance order and penalties improper because the EPD had not first engaged in attempts to remedy the violations by "conference, conciliation, or persuasion" as required by OCGA *12-8-71* (a). Because we find the ALJ's decision supported by evidence, we must reverse the superior court's judgment.

Under the Administrative Procedure Act, review of an ALJ's decision by a superior court is done without a jury and is confined to the evidence and testimony received by the ALJ. OCGA *50-13-19* (g). "The court shall not substitute its judgment for that of the agency as to the weight of the evidence on questions of fact. . . . The court may reverse or modify the decision if substantial rights of the appellant have been prejudiced because the administrative findings, inferences, conclusions, or decisions are: (1) In violation of constitutional or statutory provisions; (2) In excess of the statutory authority of the agency; (3) Made upon unlawful procedure; (4) Affected by other error of law; (5)

Clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record; or (6) Arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion." OCGA *50-13-19* (h). The superior court's review of evidentiary issues is limited to determining whether factual findings are supported by "any evidence." Hall v. Ault, *240 Ga. 585*, 586 (*242 SE2d 101*) (1978).

The superior court found as a matter of law that the EPD failed to follow the requirements of OCGA *12-8-71* (a), which provides: "[w]henever the [EPD] has reason to believe that a violation of [the hazardous waste statutes, regulations, or EPD order] has occurred, the [EPD] shall attempt to remedy the same by conference, conciliation, and persuasion. In the case of failure of such conference, conciliation, or persuasion to correct or remedy any violation, the [EPD] may issue an order directed to such violator. . . . The order . . . may direct that necessary corrective action be taken within a reasonable time to be prescribed in the order." The ALJ, however, found that the EPD had engaged in the required attempts at conciliation before it issued a compliance order and sought civil penalties. Under the circumstances of this case, we find that the ALJ's determination on that issue presented a question of fact, not law, which was supported by evidence. Therefore, the superior court erred in substituting its factual judgment for that of the ALJ.

The facts of this case are detailed and complex. Evidence allowed the ALJ to find that in 1987, the EPD determined that AZS's facility contained hazardous waste and that the law required AZS to clean the site. The agency issued AZS a "corrective action permit." Pursuant to the permit, it appears AZS put in place devices to extract and remove contaminated groundwater. Progress on the remediation was reviewed after five years, and in 1993 the permit was amended. Among the requirements of the permit, as amended, were that AZS (1) maintain "proof of financial assurance" of its ability to complete the cleanup; and (2) continue its groundwater monitoring and remediation efforts.

In October 1994, however, the bank which issued AZS's letter of credit -- i.e., its "financial assurance" -- notified the EPD that the letter of credit would soon expire. Despite the EPD's follow-up letter to AZS reminding the company of its duty to maintain proof of financial assurance, the company failed to do so beyond June 30, 1995. It appears that, by this time, AZS was a defunct corporation dependent on its parent Japanese corporation for funding. Perhaps because of its financial situation, in early 1995 AZS began attempting to convince the EPD to allow it to end the remediation efforts by showing the EPD that the remaining contaminants posed little risk to human health.

On September 28, 1995, AZS sent the EPD a report entitled "Risk Evaluation of the Environmental Conditions at the AZS

Chemical Site" (the "September report"), which outlined AZS's argument that its site posed no health risk. At the same time, AZS's attorney sent the EPD a letter in which he argued that the September report "demonstrates that the site has reached a level of cleanliness which will allow AZS to begin a monitoring program leading to closure of this site in the near future." To preserve the limited assets of the corporation for such monitoring, he continued, AZS would "ceas[e] all activity at the site pending the EPD's response to the Report." AZS then stopped all of the required remediation efforts at the site.

Because the EPD did not understand AZS's statement that it would "cease all activity," the agency did not discover until a December 1995 inspection that AZS had stopped complying with the corrective action plan in late September. On January 4, 1996, the EPD notified AZS of the violation, asked that AZS restart the remediation systems, and pointed out that any request to modify the permit would require public notice and participation. AZS's attorney responded a few days later that the September report "is expected to serve as the basis for a Permit modification" and that the company would not continue the "costly and wasteful" remediation process required by the existing permit. In a phone conference a few days later with AZS's environmental consultants in charge of the site, the EPD learned that AZS would also provide no proof of financial assurance on the project until the EPD responded to AZS's September report. On February 6, 1996, the EPD sent AZS another notice of violation containing a proposed "consent order" which would have required AZS to restart remediation and pay a $50,000 penalty. AZS declined to comply. On February 9, 1996, the EPD responded to the September report and offered to meet to discuss AZS's plans to submit a proper permit modification request. In a February 28, 1996 response letter, AZS's attorney told the EPD that any efforts the agency made to enforce the existing remediation permit would "forfeit[ ] further remediation efforts" by AZS. The EPD issued the administrative compliance order on April 17, 1996, and the administrative hearing ensued. Evidence showed AZS never corrected its violations of the existing remediation permit and did not apply for a modification of the permit or variance from the permit's requirements until July 1996.

To determine whether these facts establish the necessary "conference, conciliation, and persuasion" called for in OCGA *12-8-71* (a) we must consider the legislative intent behind the statute. [1] It is evident that voluntary compliance with the state's "regulation of the generation, transportation, storage, treatment, and disposal of hazardous wastes" is the objective determined by the legislature to best accomplish the goal of a high quality environment in Georgia, which goal is set out in the declaration of public policy. [2] To achieve voluntary compliance when a violation is detected, the director is to initiate informal dialogue

and discourse in an effort to work out a resolution with the offender so the violation is remedied quickly and agreeably, without the compulsion of a formal order.

The director has a duty to "attempt to remedy" the unlawful condition. The means by which this is to be gained is "by conference, conciliation, and persuasion." In other words, the parties are directed by law to try to work it out first. "Conference" between EPD director or designee and apparent violator means "an act of consulting together" or "the interchange of views," and is generally but not always done in a meeting for the purpose of discussion and interchange of opinions. [3]

"Conciliation," the second means or method of reaching a remedy, is "the effort to establish harmony and goodwill" and cooperation. It generally means "the intervention in a dispute by an outsider who seeks to achieve agreement between the disputing parties." [4] Although the legislature did not require that an outside conciliator be hired to carry out this means of resolution, the director would be authorized to follow this course if in the director's judgment it would be more successful than conciliation undertaken directly The third means, "persuasion," is "an act or the action of influencing the mind by arguments or reasons offered or by anything that moves the mind or passions or inclines the will to a determination." [5]

There being no Georgia legislative history on this practical approach to resolving conflict, and no prior judicial construction of it, we consider its use elsewhere to get a sense of how it has been understood by other courts. Missouri's Hazardous Waste Management Law uses this same language [6] but no Missouri decision has defined it. [7] It is also present in Ohio's Civil Rights Act, [8] in Title VII of the federal Civil Rights Act of 1964, [9] and in the Federal Election Campaign Act of 1971. [10]

The Ohio Supreme Court has defined it as "an accomplished effort at meaningful conciliation" and as a good-faith attempt to conciliate. [11] Another Ohio court was more definitive: "The words 'conference, conciliation' and 'persuasion' as used in the statute . . . are limited to conscientious efforts on the part of the [state agency] to resolve a dispute. . . . Directives and ultimata issued by the [state agency] do not, however, comport with such legislative intent. . . ." [12]

A federal court required that under such language "[t]he defendants must have a fair opportunity to review and respond to the [government agency's] findings and have notice of precisely what activities have been found to be violations of the Act. . . . Furthermore, assuming there is adequate notice of the charges, there must be a good faith, affirmative attempt to conciliate

every allegation. Where the [government agency] acts in good faith and reasonably responds to the position of a defendant during conciliation, it satisfies its obligation to attempt conciliation." [13]

So it is that, by statute, these informal means are to be tried first, before the power of government by way of enforceable order compelling certain action is imposed. It is a form of due process.

With this in mind, and considering the public policy which the legislature charges the EPD to implement, a review of the history of the dispute between the two parties before it moved to the level of the ALJ supports his finding that the director fulfilled his statutory obligation, albeit unsuccessfully, before issuing the order.

The ALJ specifically found that AZS wilfully and flagrantly violated the corrective action plan when it allowed the proof of financial assurance to lapse, shut down its remediation operations, and refused to comply with the permit until the EPD responded to its September report, even though that report did not constitute a request to modify the existing permit and even though AZS did not request modification of the permit or a variance from the permit's requirements until July 1996. The ALJ also found that the EPD discussed the violations with AZS and gave AZS a chance to comply without penalties. This conclusion is supported by evidence. The EPD wrote AZS on January 4, 1996, asked the company voluntarily to comply, and explained that the hope of a future modification did not excuse compliance with the existing permit. The blunt response from AZS's attorney was that AZS would do none of the required remediation until the EPD responded to its September report, even though that report did not constitute a request for variance or modification of the permit. AZS did not contend that the EPD's remediation requirements were legally improper; rather, the company claimed that its alternate plan would be less expensive and would provide little risk of harm to humans. But as the ALJ found, "[t]he requirement to confer and attempt to conciliate or persuade a violator to return to compliance does not mean [that the EPD] is required to somehow compromise and require less than compliance." A finder of fact could determine that AZS hoped its flagrant violations of the law would force the EPD to compromise, and that the EPD acted reasonably in attempting to convince the company to comply with reasonable remediation demands while seeking modification of the permit. The superior court incorrectly substituted its judgment for that of the ALJ on this issue, and its holding must be reversed.

Our reversal of the superior court's holding renders it unnecessary for us to address the EPD's remaining enumerations of error. As the superior court's order reflects that AZS raised

constitutional issues which were not addressed, we remand this matter to the superior court for further proceedings consistent with this opinion.

Peyton S. Hawes, Jr., Kimberly A. Dymecki, for appellee.

Notes

[1] OCGA *1-3-1* (a) ("[i]n all interpretations of statutes, the courts shall look diligently for the intention of the General Assembly"); see Pennington & Evans v. Douglas &c. R. Co., 3 Ga. App. 665, 675 (3) (60 SE 485) (1905) (look to purpose of act).

[2] OCGA *12-8-61*.

[3] Webster's Third New International Dictionary, p. 475.

[4] Id. at 471.

[5] Id. at 1688.

[6] Mo. Rev. Stat. 260.410.2.

[7] Cf. Mueller v. Missouri Hazardous Waste Management Comm., 904 SW2d 552 (Mo. Ct. App. 1995).

[8] Ohio Rev. Code 4112.05 (B).

[9] 42 USCA 2000e-5 (b).

[10] 2 USCA 437g.

[11] State ex rel. Republic Steel Corp. v. Ohio Civil Rights Comm., 339 NE2d 658, 661 (Ohio 1975).

[12] Sowers v. Ohio Civil Rights Comm., 252 NE2d 463, 473, 478 (Ohio Ct. Common Pleas 1969).

[13] Federal Election Comm. v. National Rifle Assn. &c., 553 FSupp. 1331, 1338-1339 (D.D.C. 1983).

Thurbert E. Baker, Attorney General, Brenda H. Cole, Deputy Attorney General, Robert S. Bomar, Senior Assistant Attorney General, Timothy J. Ritzka, Assistant Attorney General, for appellant.

DECIDED MAY 28, 1998 -- RECONSIDERATION DENIED JUNE 15, 1998.

Citing Cases:

REHEIS v. DREXEL CHEMICAL COMPANY. (237 Ga. App. 87) (514 SE2d 867) (1999)

IN THE INTEREST OF M. O. et al., children. (233 Ga. App. 125) (503 SE2d 36) (1998)

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Notice of Lodging of Consent Decree Under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980

[Federal Register: February 25, 1999 (Volume 64, Number 37)]
[Notices]
[Page 9349]
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[DOCID:fr25fe99-88]

DEPARTMENT OF JUSTICE

Notice of Lodging of Consent Decree Under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980

Notice is hereby given that on February 1, 1999, a proposed consent decree in United States of America v. AZS Corporation, et al., Civil Action No. 99-464 (DRD), was lodged with the United States District Court for the District of New Jersey. The United States' underlying complaint sought recovery of response costs under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601, et seq., from AZS Corporation and four of its corporate relatives (Toyo Soda (America), Inc., Tosoh Corporation, Tosoh America, Inc., and Tosoh USA, Inc.) for the cleanup of hazardous substances found at the White Chemical Corporation Superfund Site located at 660 Frelinghuysen Avenue, Newark, New Jersey.

The consent decree provides that AZS Corporation, which formerly owned the Site, and the other four settling defendants will reimburse the Environmental Protection Agency (EPA) for response costs at the Site totaling $5.9 million, plus applicable interest. In addition, the decree provides settling defendants with covenants not to use for EPA's past and future CERCLA response costs at the Site, as well as protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. Secs. 9613(f)(2) and 9622(h)(4).

The Department of Justice will receive comments relating to the proposed consent decree for a period of thirty (30) days from the date of this publication. Comments should be addressed to the Assistant Attorney General, Environment and Natural Resources Division, Department of Justice, Washington, D.C. 20530 and should refer to United States v. AZS Corporation, et al., D.J. Ref. 90-11-2-642B.

The proposed consent decree may be examined at the office of the United States Attorney, 970 Broad St., Room 502, Newark, N.J. 07102 and at the Region II office of the Environmental Protection Agency, 290

Broadway, New York, New York 10007. The proposed consent decree may also be examined at the Consent Decree Library, 1120 G Street, N.W., 3rd Floor, Washington, D.C. 20005 (202-624-0892). A copy of the proposed consent decree may be obtained in person or by mail from the Consent Decree Library, 1120 G Street, N.W., 3rd Floor, Washington, D.C. 20005. In requesting a copy, please enclose a check in the amount of $5.25 (25 cents per page reproduction cost) payable to the ``Consent Decree Library.''

Joel M. Gross,

Chief, Environmental Enforcement Section, Environment and Natural Resources Division.

[FR Doc. 99-4638 Filed 2-24-99; 8:45 am]

BILLING CODE 4410-15-M

Notices For **2007** **2006** **2005** **2004** **2003** **2002** **2001** **2000** **1999** **1998** **1997** **1996** **1995** **1994**

12BI, CLOSED

U.S. District Court
District of New Jersey [LIVE] (Newark)
CIVIL DOCKET FOR CASE #: 2:99-cv-00464-DRD

USA v. AZS CORPORATION, et al
Assigned to: Judge Dickinson R. Debevoise
Demand: $0
Cause: 42:9607 Real Property Tort to Land

Date Filed: 02/01/1999
Date Terminated: 04/13/1999
Jury Demand: None
Nature of Suit: 893 Environmental Matters
Jurisdiction: U.S. Government Plaintiff

Plaintiff

USA represented by **JEFFREY K. SANDS**
ENVIRONMENTAL ENFORCEMENT SECTION
ENVIRONMENTAL & NATURAL RESOURCES DIV.
U.S. DEPT. OF JUSTICE
PO BOX 7611, FRANKLIN STATION
WASHINGTON, DC 20044
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

SUSAN C. CASSELL
OFFICE OF THE US ATTORNEY
970 BROAD STREET
SUITE 700
NEWARK, NJ 07102
(973) 645-2844
Email: susan.cassell@usdoj.gov
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

V.

Defendant

AZS CORPORATION

Defendant

TOYO SODA (AMERICA), INC.

Defendant

TOSOH CORPORATION

Defendant

TOSOH AMERICA, INC.

Defendant

TOSOH USA, INC.

Date Filed	#	Docket Text
02/01/1999	1	COMPLAINT filed FILING FEE $ wv (dr) (Entered: 02/02/1999)
02/01/1999	2	NOTICE OF LODGING a Consent Decree pending 30 day comment period with CONSENT DECREE attached thereto LODGED & FILED 2.1.99 by USA. (dr) (Entered: 02/02/1999)
02/01/1999	3	NOTICE of Allocation and Assignment filed. Magistrate Judge JOEL A. PISANO (dr) (Entered: 02/02/1999)
02/01/1999		SUMMONS(ES) issued for AZS CORPORATION, TOYO SODA (AMERICA), TOSOH CORPORATION, TOSOH AMERICA, INC., TOSOH USA, INC. (20 Days) (Placed In USA Box) (dr) (Entered: 02/02/1999)
04/13/1999	4	Substitute attorney for USA ; Terminated Richard C. Visek ; Added, JEFFREY K. SANDS (ar) (Entered: 04/13/1999)
04/13/1999	5	Consent Decree. (ar) (Entered: 04/13/1999)
04/13/1999		Case closed (ar) (Entered: 04/13/1999)

PACER Service Center			
Transaction Receipt			
11/09/2007 15:26:00			
PACER Login:	am4553	**Client Code:**	
Description:	Docket Report	**Search Criteria:**	2:99-cv-00464-DRD Start date: 1/1/1970 End date: 11/9/2007
Billable Pages:	1	**Cost:**	0.08

U.S. Environmental Protection Agency

Toxics Release Inventory (TRI)

TRI

FORM R REPORTS

Report an Error

PART I. FACILITY IDENTIFICATION INFORMATION *(FORM R)*

DOCUMENT CONTROL NUMBER: 1388025268121

more info Facility Registry System ID: 110003603459

Section 1. Reporting Year

Reporting Year: 1988

Section 2. Trade Secret Information

2.1 Trade Secret: NO

2.2 Sanitized Copy: Unsanitized

Section 3. Certification

CERTIFYING OFFICIAL'S NAME	CERTIFYING OFFICIAL'S TITLE	CERTIFYING OFFICIAL'S SIGNATURE	DATE SIGNED
GHOLI DAREHSHORI	V.P. GENERAL MANAGER	Original	28-JUN-89

Section 4. Facility Identification

TRI Facility ID: 30318CRGLL762MA

4.1 Facility Name and Address.

Facility Information

NAME	STREET	CITY	COUNTY	STATE	ZIP CODE
CARGILL INC.	762 MARIETTA BLVD. N.W.	ATLANTA	FULTON	GA	30318

Mailing Information

NAME	STREET	CITY	COUNTY	STATE	ZIP CODE
CARGILL INC.	100 COTTAGE AVE.	CARPENTERSVILLE		IL	60110

PROVINCE	COUNTRY (NON - US)
NO DATA	NO DATA

4.2 Facility Classification

ENTIRE FACILITY	PARTIAL FACILITY	FEDERAL FACILITY	GOCO FACILITY
YES	NO	NO	No Data

4.3 Technical Contact

Not Available to the Public as this information is only for Intranet.

4.4 Public Contact

NAME	PHONE
GREG WOLD	4048814300

4.5 SIC Codes

SIC CODE	SIC CODE DESCRIPTION
2851	PAINTS, VARNISHES, LACQUERS, ENAMELS, AND ALLIED PRODUCTS
NA	

4.6 Location

LATITUDE	LONGITUDE
033-46-32	084-25-48

4.7 Dun & Bradstreet Numbers

DUNS NUMBER
006249189

4.8 RCRA ID Numbers

RCRA ID NUMBER
GAD057288144

4.9 NPDES Permit Numbers

NPDES PERMIT NUMBER
GA0000361

4.10 Underground Injection Well Code (UIC) ID Number

UIC ID NUMBER
NO DATA

5 Parent Company Information

Parent Company Name: CARGILL INC.

Parent Company DUNS Number: 006249189

PART II. CHEMICAL - SPECIFIC INFORMATION

DOCUMENT CONTROL NUMBER: 1388025268121

Section 1. Toxic Chemical Identity

1.1 CAS Number: 000140885

1.2 Toxic Chemical or Chemical Category Name: ETHYL ACRYLATE

1.3 Generic Chemical Name: NA

1.4 Distribution of Each Member of the Dioxin and Dioxin like Compounds Category

NA	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
NO																	

Section 2. Mixture Component Identity

2.1 Supplier Provided Generic Chemical Name: NA

Section 3. Activities and Uses of the Toxic Chemical

3.1 Manufacture the Toxic Chemical:
Produce: NO Import: NO On-Site Use/Processing: NO
Sale/Distribution: NO Byproduct: NO Impurity: NO

3.2 Process the Toxic Chemical:
Reactant: YES Formulation Component: NO Article Component: NO Repackaging: NO Impurity: NO

3.3 Otherwise Use the Toxic Chemical:
Chemical Processing Aid: NO Manufacturing Aid: NO Ancillary or Other Use: NO

Section 4. Maximum Amount of the Toxic Chemical Onsite During the Calendar Year

Maximum Chemical Amount: 10,000 - 99,999 pounds

Section 5. Quantity of the Toxic Chemical Entering each Environmental Medium Onsite

5.1 Fugitive or Non-Point Air Emissions

NA	TOTAL RELEASE (per year)	UNIT OF MEASURE	BASIS OF ESTIMATE
NO	500 - 999	Pounds	E - Published Emission Factors

5.2 Stack or Point Air Emissions

NA	TOTAL RELEASE (per year)	UNIT OF MEASURE	BASIS OF ESTIMATE
NO	1 - 499	Pounds	O - Other Approaches

3 Discharges to Receiving Streams or Water Bodies

STREAM/WATER BODY NAME	TOTAL RELEASE (per year)	UNIT OF MEASURE	BASIS OF ESTIMATE	% FROM STORMWATER

NA				

5.4 Underground Injection On Site 87-95

NA	TOTAL RELEASE (per year)	UNIT OF MEASURE	BASIS OF ESTIMATE
YES			

5.4.1 Underground Injection Onsite to Class I Wells.

NA	TOTAL RELEASE (per year)	UNIT OF MEASURE	BASIS OF ESTIMATE
NO			

5.4.2 Underground Injection Onsite to Class II-V Wells.

NA	TOTAL RELEASE (per year)	UNIT OF MEASURE	BASIS OF ESTIMATE
NO			

5.5 Disposal to Land Onsite

5.5.1 On Site Landfill

NA	TOTAL RELEASE (per year)	UNIT OF MEASURE	BASIS OF ESTIMATE
YES			

5.5.2 Land Treatment/Application Farming

NA	TOTAL RELEASE (per year)	UNIT OF MEASURE	BASIS OF ESTIMATE
YES			

5.5.3 Surface Impoundment

NA	TOTAL RELEASE (per year)	UNIT OF MEASURE	BASIS OF ESTIMATE
YES			

5.5.4 Other Disposal

NA	TOTAL RELEASE (per year)	UNIT OF MEASURE	BASIS OF ESTIMATE
YES			

Section 6. Transfers of the Toxic Chemical in Wastes to Off-Site Locations

6.1 Discharges to Publicly Owned Treatment Works (POTWs)

6.1.A Total Quantity Transfered to POTWs and Basis of Estimate

6.1.A.	TOTAL TRANSFERS (per year)	UNIT OF MEASURE	BASIS OF ESTIMATE
1	0	Pounds	O - Other Approaches

6.1.B POTW Locations

6.1.B.	POTW NAME	ADDRESS	CITY	STATE	COUNTY	ZIP CODE
1	CITY OF ATLANTA	2440 BOLTON RD. N.W.	ATLANTA	GA	FULTON	30318

6.2 Transfers to other Off-Site Locations

RCRA Number: Parent Company Controlled:
Name: NA Address:
City: State:
County: Zip Code:
Country Code (Non - US): Province:

TOTAL TRANSFERS (per year)	UNIT OF MEASURE	BASIS OF ESTIMATE	WASTE MANAGEMENT TYPE
NO DATA		NO DATA	NO DATA

Section 7A. On-Site Waste Treatment Methods and Efficiency

7A.1a. Waste Stream:

7A.1b.	TREATMENT METHOD CODE
1	NO DATA

7A.1c. Range of Influent Concentration:
7A.1d. Waste Treatment Efficiency Estimate:
7A.1e. Based on Operating Data?:

Section 7B. On-Site Energy Recovery Processes

ON SITE ENERGY RECOVERY PROCESSES
NO DATA

Section 7C. On-Site Recycling Processes

ON SITE RECYCLING PROCESSES
NO DATA

Section 8. Source Reduction and Recycling Activities

SECTION	TYPE OF QUANTITY	UNITS	PRIOR YEAR	CURRENT REPORTING YEAR	FOLLOWING YEAR	SECOND FOLLOWING YEAR
8.1	Quantity Released					
8.2	Quantity Used for Energy Recovery Onsite					
8.3	Quantity Used for Energy Recovery Offsite					
8.4	Quantity Recycled Onsite					
8.5	Quantity Recycled Offsite					
8.6	Quantity Treated					

	Onsite					
8.7	Quantity Treated Offsite					

8.8 One-Time Event Release:

8.9 Production Ratio:

8.10 Source Reduction Activities

SOURCE REDUCTION ACTIVITIES	METHOD 1	METHOD 2	METHOD 3
NO DATA	NO DATA	NO DATA	NO DATA

8.11 Additional Data Indicator: NO

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AZS

ROUTING FORM Reg. for Assist. - Owners

From: Tom Bradell		**Date:** 10/11/07
Route Through:	Initials:	Date:
1. Jim McNamara		10/11
2. Jim Brown		10/19
3. Alex Cleary		
4.		
5.		
6.		

Cover Letter to be signed by:

Attachments: (list)	To be signed by:
1. Memo to J. McNamara, dated	
2. 10/4/07, re: Ownership of AZS	

Unit Reminders:

	Action Report required?		Monthly Report item?
	Action Report attached?		Monthly PPA writeup?

Secretarial Reminders:

	Before mailing, attach:	Held by:
	Blind Copies to:	
	Send Certified Mail	
	Other:	

Remarks:

Return to: Tom Bradell

Georgia Department of Natural Resources

2 Martin Luther King, Jr. Drive, SE, Suite 1154E, Atlanta, Georgia 30334-9000
Noel Holcomb, Commissioner
Environmental Protection Division
Carol A. Couch, PhD., Director
Hazardous Waste Management Branch
Phone 404-656-7802 FAX 404-651-9425

Memorandum

To: Alex Cleary
Program Manager
Hazardous Sites Response

Through: Jim Brown
Program Manager
Corrective Action Program

Jim McNamara
Unit Coordinator
Land Disposal Unit

From: Thomas J Brodell, QEP
Compliance Officer
Land Disposal Unit

Date: October 11, 2007

Subject: Request for Assistance Regarding Ownership and Operating History

Site Name and Location: AZS Corporation
762 Marietta Blvd.
Atlanta, Fulton County, GA 30318

EPA I. D. Number: GAD061921052

Recently, a review of records was performed to ascertain and document the history of ownership and operating status of the AZS Corporation and Facility located at 762 Marietta Blvd in Atlanta. The title and current ownership for this facility is complicated, and requires the professional evaluation by someone with expertise in Real Estate Law and transactions. It is hoped that the Hazardous Sites Program can provide expertise in this matter.

Attached to this memorandum is another memorandum documenting the research done to date regarding the title, ownership and corporate registration histories of the involved parties. Can you have your staff review this documentation, supplemented with any additional resources that you might have access to, and determine the following:

1. Who are the current owner/operators of the two closed hazardous waste management units located at 762 Marietta Blvd. in Atlanta, Fulton County, GA?
2. Who are the current owner/operators of the parcel surrounding the two closed hazardous waste management units located at 762 Marietta Blvd. in Atlanta, Fulton County, GA?

3. Who are the officers of the firms identified in answer to the first two questions, and what are the mailing addresses of these officers?

4. Does Cargill, Inc. retain liability for ownership and operation of the property located at 762 Marietta Blvd. in Atlanta, Fulton County, GA?

5. Can the corporate veil be pierced between Tosoh Corporation and AZS Corporation?

In addition to the attached memorandum, please be aware of the following additional information that has been uncovered during the research.

1. The AZS Corporation also appears to be currently registered in the State of NJ.

2. According to a Notice of Lodging of Consent Decree Under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, published on February 25, 1999, at 64 FR 9349, the United States proposed a consent decree with AZS Corporation and four of its corporate relatives [Toyo Soda (America), Inc., Tosoh Corporation, Tosoh America, Inc., and Tosoh USA, Inc.].

3. According to statements by C. Hill, Geologist with Dobbs Environmental, "Tosoh" is paying the bills.

4. Cover letters for Self Monitoring Reports to the City of Atlanta for the AZS facility on February 6, 2007 and September 11, 2006, indicate that Tosoh is paying for the sewer discharge fees. In the February 6, 2007 letter, the statement is made, "for the month of January Tosoh has discharged 149,534 gallons of water to the Atlanta sewer system."

5. According to the Fulton County Tax Commissioner, the current property owner for parcel 14-0144-LL-014-0, with the property address of 762 Marietta Blvd, is United Real Property Investment LLC. The current tax map does not show the two closed hazardous waste units.

6. An easement agreement between Cargill and AZS, included as Attachment D to the Attached Memorandum, indicates an "environmental agreement" was made between the companies.

7. AZS Corporation's Semi-Annual Report for Post Closure Care and Corrective Action for the period October 2005 through April 2006 did not contain a signature from a person prescribed, or a duly authorized representative of a person prescribed, under 40 CFR 270.11(b). In response to the EPD's November 15, 2006 Notice of Deficiency noting this fact, the next Semi-Annual Report contained a letter, on Tosoh America, Inc. letterhead and signed by "Gilbert Kelley (Tosoh)", providing "the authorization of Tosoh America Incorporated to Mr. Denny Dobbs of Dobbs Environmental to sign-off on documents routinely submitted to the Georgia Environmental Protection Division (GA EPD)" for the AZS facility.

Georgia Department of Natural Resources
2 Martin Luther King, Jr. Drive, SE, Suite 1154E, Atlanta, Georgia 30334-9000
Noel Holcomb, Commissioner
Environmental Protection Division
Carol A. Couch, PhD., Director
Hazardous Waste Management Branch
Phone 404-656-7802 FAX 404-651-9425

Memorandum

To: Jim McNamara
Unit Coordinator

From: Thomas J Brodell, QEP
Compliance Officer

Date: October 4, 2007

Subject: Ownership of AZS Corporation and Facility located at 762 Marietta Blvd.

Site Name and Location: AZS Corporation
762 Marietta Blvd.
Atlanta, Fulton County, GA 30318

EPA I. D. Number: GAD061921052

A review of records was performed to ascertain and document the history of ownership and operating status of the AZS Corporation and Facility located at 762 Marietta Blvd in Atlanta. The information presented relates to the current ownership and parties responsible for compliance with the corrective action and post-closure care requirements prescribed under the Georgia Hazardous Waste Management Act and the rules promulgated pursuant thereto.

Owner / Operator of Record

Prior to 1972	The site operated as a specialty organic chemical manufacturing facility from the early 1900s.
March 20, 1972	**Seydel-Woolley & Co.** merged with **AZ Products**, becoming the **AZS Corporation.**[1]
August 4, 1982	Security Deed with the **Industrial Bank of Japan** indicates **AZS Corporation** facility is composed of 12 tracts.[2]
June 16, 1987	City of Atlanta records property in Land Lot 144 of the 14th District, with the Zoning Enforcement Division, Bureau of Buildings, for the purpose of identification of a hazardous waste disposal site.[3]
July 10 1987	**Cargill, Inc.** purchased the facility from **AZS Corporation**[4]

- Deed conveys parcel of land "less and except" two parcels of land described as:

[1] Fulton County, Clerk of Superior Court, Deed Book 8201, Page 469 (included as Attachment A).
[2] Ibid.
[3] City of Atlanta Zoning Review Officer to Chester Engineers Inc., 16 June 1987.
[4] Fulton County, Clerk of Superior Court, Deed Book 10925, Page 322(included as Attachment B) and AZS Corporation, RCRA Part B Permit Application, July 31, 1987.

- An old, abandoned and back-filled Alkyd pond, and
- An old, abandoned and back-filled Polymer pond.

Surveys of the two parcels by the Perimeter Surveying Co., Inc. of Smyrna are included in the deed filing and the July 1987 permit application (included as Attachment C)

July 10, 1987	Easement and Access Agreement signed between **Cargill, Inc.** and **AZS Corporation**, however, is not filed with the Fulton County Clerk of Superior Court until December 27, 1994.[5] • Paragraph 6 states, "This Agreement shall remain in effect until such time as Cargill shall have purchased the AZS Property pursuant to the Environmental Agreement.
July 31, 1987	In its permit application, **AZS Corporation** identified as a wholly owned subsidiary of **Toyo Soda Manufacturing Co, Ltd.**[6]
June 15, 1988	Part of **AZS Corporation** facility sold to **MARTA**.[7]
Feb. 27, 1990	**Cargill, Inc.** filed Generator Biennial Report for 1989 stating wastes "generated on site from production process, service activity".[8]
1990	Last Toxics Release Inventory (TRI) Reporting Year by **Cargill, Inc.** for TRI ID No. 30318CRGLL762MA.[9]
1992	**Cargill, Inc.** did not file a Generator Biennial Report for 1991.[10]
March 18, 1994	**Cargill, Inc.** filed Generator Biennial Report for 1993 stating, "This facility is (sic) out of business and the only generation of hazardous waste resulted from cleaning tanks and discarding of lab packs and out-of-date chemicals."[11]
Feb. 1, 1999	Proposed consent decree lodged with the United States District Court for the District of New Jersey pertaining to Civil Action No. 99-464 (DRD) and the recovery of response costs under CERCLA from **AZS Corporation** and four of its corporate relatives (**Toyo Soda (America), Inc., Tosoh Corporation, Tosoh America, Inc.**, and **Tosoh USA, Inc.**)[12]

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[5] Fulton County, Clerk of Superior Court, Deed Book 19099, Page 118 (included as Attachment D) and AZS Corporation, RCRA Part B Permit Application, July 1987.
[6] AZS Corporation, RCRA Part B Permit Application, July 1987, page A-1 (the page has been excerpted from the permit and included as Attachment E).
[7] Fulton County, Clerk of Superior Court, Deed Book 11616, Page 187 (included as Attachment F).
[8] RTK NET, Hazardous Waste (BRS) Data for CARGILL INC, 1989-2005, high detail, 19 Jan. 2007, 4 Oct. 2007, <http://data.rtknet.org/brs/brs.php?reptype=f&database=brs&detail=3&datype=T&epa_id=GAD057288144>.
[9] United States, Environmental Protection Agency, ENVIROFACTS, 29 Sept. 2007, 4 Oct. 2007, <http://oaspub.epa.gov/enviro/tris_control.tris_print?tris_id=30318CRGLL762MA>.
[10] RTK NET, Hazardous Waste (BRS) Data for CARGILL INC, 1989-2005, high detail
[11] RTK NET, Hazardous Waste (BRS) Data for CARGILL INC, 1989-2005, high detail
[12] United States, Notice of Lodging of Consent Decree Under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 64 FR 9349, GPO, 25 February 1999.

April 24, 2001 — Cargill portion of property purchased by **United Real Property Investments, LLC**.[13]

- Easement between Cargill and AZS not mentioned in Deed, survey not included in Deed

Nov. 18, 2004 — In its permit application, **AZS Corporation** identified **United Technologies** as holder of Title to the Property with AZS retaining title to the footprint of the regulated units on the site. Other site features relating to the monitoring and remediation activities, including the groundwater treatment system, monitor and recovery wells and conveyance piping, are specified as controlled by AZS.[14]

April 6, 2004 — Security Deed between **United Real Property Investment, LLC**, et al, and **First Intercontinental Bank** listed several parcels including AZS Property.[15]

- Article 1.18 (page 13) states, "To the best of Grantor's knowledge, the Property (including the land, surface water, ground water and all improvements) is free of the following... (a) any 'hazardous waste'..., (b) any 'hazardous substance' as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980..."

July 7, 2005 — Security Deed between **United Consulting Group, Ltd.** And **Wachovia Bank** for the property at 762 Marietta Boulevard.[16]

- Security Deed includes a section on Compliance with Environmental Laws where Grantor warrants to Lender that "Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to an acknowledged by Lender in writing, ... any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any owners or occupants of the Property..."

May 24, 2006 — Security Deed between **United Real Property Investment, LLC** and **Bank of North Georgia** listed several parcels including AZS Property.[17]

- Agreement Item No. 3 includes the statements "Grantor at all times shall keep the Property and ground water of the Property free of 'Hazardous Materials'" and "Grantor shall give Lender prompt written notice of any claim by any person, entity, or governmental agency that a significant release or disposal of Hazardous Materials has occurred on the Property."

August 17, 2006 — Quitclaim Release Deed between **United Real Property Investment, LLC**, et al, and **Bank of North Georgia** for the property at Land Lot 144, 14th Land District (the AZS Corporation facility).[18]

---

[13] Fulton County, Clerk of Superior Court, Deed Book 30303, Pages 452 and 456 (included as Attachment G).
[14] AZS Corporation, RCRA Part B Permit Application, November 18, 2004, page 11.
[15] Fulton County, Clerk of Superior Court, Deed Book 37351, Page 440 (included as Attachment H).
[16] Fulton County, Clerk of Superior Court, Deed Book 39230, Page 315 (included as Attachment I).
[17] Fulton County, Clerk of Superior Court, Deed Book 42713, Page 545 (included as Attachment J).
[18] Fulton County, Clerk of Superior Court, Deed Book 43434, Page 679 (included as Attachment K).

Sept. 11, 2006 Dobbs Environmental submits August 2006 self monitoring report to the City of Atlanta for wastewater discharge at the AZS facility. Report indicates that "Tosoh" pays for wastewater volume charges.

June 1, 2007 In its permit application (dated December 2005), AZS Corporation listed its mailing address as:

AZS Corporation
Tosoh America, Inc.
156 Keystone Drive
Montgomeryville, PA 18936[19]

The Application also described the entire tract in the Legal Description of the facility in Section B-1 (page 12), not just the closed hazardous waste management units.

The Application further stated in Section I-6 (page 63), "AZS is not an operating entity and has a negative net worth of approximately $21 million."

Corporate Registrations:

Corporate Registration Records for the entities that could be, or have a corporate relationship with, the possible current owner or operator were researched with the following findings:

Entity	Current Address	Status in Georgia	Status in Ohio
AZS Corporation	3600 Gantz Rd Grove City, OH	Active/Compliance	None
Tosoh America, Inc.	3600 Gantz Rd Grove City, OH	Not Registered	Active
Tosoh Bioscience, LLC	156 Keystone Drive, Montgomeryville, PA	Not Registered	Active
Tosoh Corporation	3-8-2 Shiba, Minato-Ku Tokyo, Japan	Not Registered	None
Tosoh USA, Inc	3600 Gantz Rd Grove City, OH	Active/Compliance	Active
Toyo Soda (America), Inc.	3600 Gantz Rd Grove City, OH	Merged	None
Toyo Soda Georgia, Inc.	762 Marietta Blvd NW Atlanta, GA	Active/Compliance	None
United Real Property Investment, LLC	625 Holcomb Bridge Rd Norcross GA	Active/Compliance	---
United Consulting Group, Ltd.	625 Holcomb Bridge Rd Norcross GA	Active/Compliance	---

Where officers and agents of the Corporations listed above were found, they are provided as Attachment L.

[19] AZS Corporation, RCRA Part B Permit Application, December 2005, page 8.

Conclusion:

It appears that AZS Corporation is the current owner of the two closed HWMUs at the facility and that United Real Property Investment, LLC owns the remainder of the property. It also appears that Cargill, Inc. ceased operations at the site in 1990.

The relationship between AZS and its corporate relatives is not clear and there are indications that another Tosoh company may have an owner/operator role in practice. There was also an environmental agreement between Cargill and AZS that may place continuing obligations upon Cargill or United Real Property Investment, LLC.

Recommendations and Follow-up:	The title and current ownership for this facility is complicated and should be evaluated by someone with expertise in Real Estate Law and transactions.
Attachments:	12, lettered A through L
Reviewed by:	Jim McNamara Unit Coordinator Land Disposal Unit
File:	AZS Corporation (R)

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ATTACHMENT A

Fulton County
Clerk of Superior Court
Deed Book 8201
Page 469

Nm:TOM BRODELL(1042001), Rq:406,1

QCD - 10985-391

FOR PENT DEED TO SECURE DEBT (LONG)

APPROVED FOR RECORDING WITHOUT TAX CERTIFICATE WILLIAM LEE ROBERTS TAX COMMISSIONER FULTON COUNTY, GEORGIA
BY J. Stanfridge

STATE OF GEORGIA, County of Fulton

THIS INDENTURE, made as of the _____ day of _____, in the year one thousand nine hundred eighty-two, between AZS CORPORATION a Georgia corporation, (successor by merger to Seydel-Woolley & Company, a Georgia corporation, by the Superior Court of Fulton County, on March 20, 1972), having its office at 762 Marrietta Blvd. N.W., Altanta, Fulton County, Georgia 30318 as party or parties of the first part, hereinafter called Grantor, and THE INDUSTRIAL BANK OF JAPAN TRUST COMPANY, a New York banking organization, having its office at 245 Park Avenue, New York, New York

_____ as party of the second part, hereinafter called Grantee:

WITNESSETH, That Grantor, for and in consideration of the sum of One Million Nine Hundred Thousand and 00/100 ---------- ($1,900,000.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, its successors, legal representatives and assigns, the following described property, to-wit:

All those tracts, pieces and parcels of land, together with the buildings and improvements, erected or to be erected thereon, situate, lying and being in Fulton County, Georgia, as more particularly described in Exhibit A annexed hereto and made a part hereof.

GEORGIA, Fulton County, Clerk's Office Superior Court
Filed & Recorded, AUG 4 1982 at 11:00 Barbara J. Price CLERK

The Maturity Date of the Note secured hereby is July 30, 1989.

Record and Return To:

Morgan, Lewis & Bockius
9 West 57th Street
New York, New York 10019
Attn: John H. Higgs, Esq.

TO HAVE AND TO HOLD the said bargained premises with all and singular the rights, members and appurtenances thereto appertaining, to the only proper use, benefit and behoof of Grantee, its successors, legal representatives and assigns, in fee simple, and Grantor, will warrant and forever defend the right and title to the above described property unto the said Grantee its successors, legal representatives and assigns, against the claims of all persons whomsoever, except as may be otherwise expressly stated herein.

This conveyence is made under the existing code of the State of Georgia, and upon payment of the debt hereby secured this security deed shall be cancelled and surrendered pursuant thereto, the debt hereby secured being the principal sum of One Million Nine Hundred Thousand and 00/100 Dollars ($1,900,000.00) evidenced by that certain promissory note (the "Note") in said amount of even date herewith made by Grantor to the order of Grantee payable, with interest thereon, in accordance with the Note and that certain loan agreement (the"Loan Agreement") dated as of July 27, 1982 between Grantor and Grantee.

The Grantor agrees that it will not, at any time claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the marshalling of the said property or for the valuation or appraisal of the said property, or any part thereof, or any other collateral for the debt secured hereby, prior or subsequent to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction, all such right of marshalling, valuation or appriasal being waived by Grantor and all persons claiming any rights by, through or under the Grantor.

It is agreed that this deed shall be construed in accordance with the laws of Georgia, provided, however, that the Note and Loan Agreement are, and shall be deemed to be, made, construed, and enforced in accordance with the internal laws of New York (without giving force to New York's conflicts and choice of laws rules).

It is agreed that the Grantee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the loan secured hereby.

As further security for the debt herein described, Grantor hereby sells, assigns, sets over and transfers to the Grantee all of the rent which shall hereafter become due or be paid for the use of the above described property, reserving only the right to the Grantor to collect said rents so long as there is no default in the obligations of the Grantor under this deed or in payment of the debt hereby secured. In the event of such default in said debt or any part thereof, principal or interest, or in the performance of any obligation of the Grantor under this deed, Grantee may enter upon said premises and collect the rents therefrom and the Grantee is hereby constituted and appointed as Grantor's agent and attorney in fact to collect such rents by any appropriate proceedings, and Grantee is authorized to pay a rental or real estate agent five percent (5%) commission for collecting such rents. The net amount of rent so collected shall be applied towards the debt hereby secured.

And the said Grantor hereby convenants, for so long as said indebtedness, or any part thereof, shall remain unpaid to keep said premises in as good condition as they now are, to pay all taxes and assessments that may be liens upon said premises, as they become due, and to keep the improvements on said premises insured in company or companies acceptable to said Grantee against loss or damage by fire or lightning in the sum of at least the full insurable value thereof, with loss, if any, payable to said Grantee, and shall deliver the policies of insurance to the said Grantee, and that any tax, assessment, or premium of insurance, not paid when due by the Grantor, shall draw interest from the time of said payment at the rate of eight per centum per annum, and shall, with interest, be covered by the security of this deed. And should the said Grantee receive any money for damages covered by insurance, such money may be retained and applied toward the payment of any amount hereby secured or may be paid over, either wholly or in part, to the said Grantor to enable said Grantor to repair or replace improvements, or for any other purpose, without affecting the lien of this deed for the full amount secured hereby before such damage or such payment took place.

Time being of the essence of this contract, the Grantee shall have the right to accelerate the maturity of the debt hereby secured, by declaring the entire debt to be in default and immediately due and payable, upon the failure of Grantor to make any payment when due, pursuant to the note hereby secured, or upon failure of Grantor to perform any obligation or make any payment required of Grantor by the terms of this deed.

And Grantor further covenants and agrees that the possession of said premises, during the existence of said indebtedness, by Grantor, or any persons claiming under Grantor, shall be that of tenant under Grantee, or assigns, during the due performance of all of the obligations aforesaid, and that in case of a sale under the power as hereinafter provided or by foreclosure by process of law, Grantor, or any person in possession under Grantor, shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over.

In the event of default in the indebtedness hereby secured, either in due course or by acceleration as herein provided, or in the event of default in the performance of any of the obligations required of the Grantor by the terms of this deed, the Grantee shall be entitled to have a receiver appointed for the property herein described, in connection with or as part of any proceeding to foreclose this deed or to enforce any of its terms or the collection of all or any part of said debt and Grantor agrees to the appointment of such receiver without proof of insolvency or other equitable grounds and hereby appoints the Grantee as attorney in fact with authority to consent for the Grantor to the appointment of such receiver.

In case the debt hereby secured shall not be paid when it becomes due by maturity in due course, or by reason of a default as herein provided, Grantor hereby grants to Grantee and assigns, the following irrevocable power of attorney. To sell the said property at auction, at the usual place for conducting sales at the Court House in the County where the land or any part thereof lies, in said State, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in a newspaper published in the County where the land lies, or in the paper in which the Sheriff's advertisements for such County are published, all other notice being hereby waived by Grantor, and Grantee or any person on behalf of Grantee, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyence of said property in fee simple, which conveyence shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee and assigns, the agent and attorney in fact of Grantor to make such recitals, and hereby covenants and agrees that the recitals so to be made by Grantee, or assigns, shall be binding and conclusive upon Grantor, and the heirs, executors, administrators and assigns of Grantor, and that the conveyance to be made by Grantee or assigns, shall be effectual to bar all equity of redemption of Grantor, or the successors in interest of Grantor, in and to said premises, and Grantee or assigns, shall collect the proceeds of such sale, and after reserving therefrom the entire amount of principal and interest due, together with the amount of any taxes, assessments and premiums of insurance or other payments theretofore paid by Grantee, with eight per centum per annum thereon from date of payment, together with all costs and expenses of sale and ten per centum of the aggregate amount due for attorney's fees, shall pay any over-plus to Grantor, or to the heirs or assigns of Grantor as provided by law.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

~~This deed and the note or notes hereby secured shall be deemed and construed to be contracts executed and to be performed in Georgia.~~

This deed is executed as a first encumbrance upon the above described premises and for the purpose of securing the items herein described, and if any of the money so advanced by the Grantee and secured hereby is used to pay and/or cancel any encumbrances upon the above described premises, it is agreed that the holder of this deed and of the indebtedness hereby secured shall be subrogated to all the right, title and lien held by the encumbrancers under the said encumbrances so paid off and/or cancelled.

IN WITNESS WHEREOF, Grantor has hereto set its - - - - - - - - - - - - hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

M. Elaine Walter

Joel Pod

Notary Public, Fulton County, Ga.

Notary Public, Georgia, State at Large
My Commission Expires March 10, 1986

AZS CORPORATION

By: Salvatore Aprea (L.S.)
President

(L.S.)

(L.S.)

N. P. SEAL

Witness: Joel Pod, Jr., Trust Gen

EXHIBIT A

Tracts I, II and III

All those tracts or parcels of land lying and being in Land Lot 144 of the 14th District of Fulton County, Georgia, and more particularly described as follows:

Beginning at an iron pipe on the northwest corner of Loveless Avenue and Stiff Street; running thence north along the west side of Stiff Street sixty-five and four-tenths (65.4) feet, more or less, to an iron pipe, which point is the Southern extremity of a triangular tract, belonging to the L.&N. Railroad Company, and used as part of its right of way; thence northwesterly along the southwest side of said right of way three hundred fifty and five-tenths (350.5) feet, more or less, to an iron pipe on the south side of thirteen (13) foot street; thence westerly along the southern side of said thirteen (13) foot street five hundred twelve and two-tenths (512.2) feet, more or less, to an iron pipe; thence south four hundred four and six-tenths (404.6) feet, more or less, to an iron pipe on the north side of Loveless Street; thence east along the northern side of Loveless Avenue five hundred seventy (570) feet, more or less, to an iron pipe at the point of beginning, said tract containing five (5) acres, more or less, according to plat made by B. M. Hall & Sons, Engrs., April, 1927, a blue print of which plat is hereto attached.

Subject to sewer, water and electric line rights, as contained in deed from F. M. Loveless to Seydel-Woolley Company, dated April 13, 1927.

ALSO, in said Land Lot and District, beginning on the north side of Loveless Avenue at the southwest corner of property heretofore sold to Seydel-Woolley Company, and running thence west along the north side of Loveless Avenue fifty (50) feet; thence running north three hundred ninety (390) feet, more or less, to a thirteen (13) foot street; thence running east along the south side of said thirteen (13) foot street fifty (50) feet to the northwest corner of the Seydel-Woolley Company property; thence running south along the west line of the Seydel-Woolley Company property three hundred ninety (390) feet, more or less, to the point of beginning.

ALSO, beginning at a point in the north line of a thirteen (13) foot road, said point being seven hundred nine (709) feet, more or less, west of the original land line between Land Lots 113 and 144; thence extending in a northerly direction along the original property line between the property of E. J. Jett and the property of J. C. Allen a distance of fifteen hundred (1500) feet, more or less, to a point in the southwest right-of-way line of the Louisville & Nashville Railroad Company, said point being fifty (50) feet southwestwardly at right angles from a point in the center line of the main track of said railroad; thence extending in a southeasterly direction fifty (50) feet southwestwardly from and parallel to said center line of main track/ a distance of four hundred fourteen and four-tenths (414.4) feet, more or less, to a point, said point being opposite Valuation Station 124/40; thence extending in a southwesterly direction a distance of fifty (50) feet to a point, said point being one hundred (100) feet southwestwardly at right angles from a point in the center line of said main track; thence extending in a southeasterly direction one hundred (100)

feet southwestwardly from and parallel to said center line of main track a distance of five hundred (500) feet, more or less, to a point; thence extending in a northeasterly direction a distance of fifty (50) feet to a point, said point being fifty (50) feet southwestwardly, measured along a radial line from a point in said center line of main track and opposite Valuation Station 129/40; thence extending in a southeasterly direction fifty (50) feet southwestwardly from and parallel to said center line of main track, a distance of five hundred fifty (550) feet, more or less, to a point in the above mentioned north line of thirteen (13) foot road, said point also being fifty-two (52) feet, more or less, westwardly, measured along the north line of said thirteen (13) foot road, from a point in the center line of the main track of the Louisville & Nashville Railroad; thence extending in a westerly direction along the north line of said thirteen (13) foot road a distance of six hundred fifty-five (655) feet, more or less, to the point of beginning, containing twelve (12) acres, more or less, and being part or all of the same property conveyed by L. Z. Rosser, Commissioner, to the Atlanta Trust Company, Trustee, by deed dated October 2, 1914, recorded in Book 412, page 362, and by the Atlanta Trust Company, Trustee, to the Trust Company of Georgia, Trustee, by deed dated August 5, 1930, recorded in Deed Book 1348, page 80, all in the office of the Superior Court Clerk, Fulton County, Georgia.

TRACT IV

All that tract or parcel of land lying and being in the City of Atlanta, in Land Lot 144 of the 14th District of Fulton County, Georgia, being Lot 4 of the F.M. Loveless Property according to a plat thereof by C.S. Mercer, C.E., dated September 6, 1935, more particularly described as follows:

Beginning at a point on the north side of Loveless Avenue 774 feet west, measured along the north side of Loveless Avenue, from the east line of said Land Lot 144, said beginning point also being 774 feet west of the line of Seydell Property, and running thence west along the north side of Loveless Avenue 46 feet; thence north 150 feet; thence east 46 feet; thence south 150 feet to Loveless Avenue and the point of beginning, being improved property known as 1277 Loveless Avenue, N.W., according to the present system of numbering houses in the City of Atlanta.

TRACT V

All that tract or parcel of land lying and being in Land Lot 144 of the 14th District of Fulton County, Georgia, being the East half of Lot 1, Block 1 of the subdivision of the Lucretia Elliott Estate made by J. Low Zachry, C.E., for John O. Gary, Executor, November, 1919, and recorded in Plat Book 8, page 120, Fulton County Records, and being more particlarly described as follows:

BEGINNING at the southwest corner of Loveless Avenue and Stiff Street; and running thence west along the south side of Loveless Avenue 50 feet; running thence south parallel to Stiff Street 155 feet to the north line of a private cemetery; running thence east along the north line of said cemetery 50 feet to the west side of Stiff Street; running thence north along the west side of Stiff Street 155 to Loveless Avenue and the point of beginning.

CONTINUED

EXHIBIT "A" CONTINUED

TRACT VI

All that tract or parcel of land lying and being in Land Lot 144 of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the south side of Loveless Avenue which is 50 feet west as measured along the south side of Loveless Avenue from the southwest corner of Loveless and Stiff Street; and running thence west along the south side of Loveless Avenue 50 feet; running thence south parallel with Stiff Street 155 feet to a private cemetery; run thence east along the north line of said cemetery 50 feet; run thence north parallel with Stiff Street 155 feet to the south side of Loveless Avenue and the point of beginning; being known as No. 1208 Loveless Avenue according to the present numbering of houses in the City of Atlanta, Georgia.

TRACT VII

All that tract or parcel of land lying and being in Land Lot 144 of the 14th District of Fulton County, Georgia, more particularly described as follows:

BEGINNING at a point on the south side of Loveless Avenue, 100 feet west, as measured along the south side of Loveless Avenue, from the southwest corner of Loveless Avenue and Stiff Street; thence west, along the south side of Loveless Avenue 50 feet to a point; thence south 155 feet to a point on the north line of a cemetery; thence east 50 feet to a point; thence north 155 feet to the south side of Loveless Avenue at the point of beginning; being improved property known as No. 1212 Loveless Avenue, N.W., according to the present system of numbering houses in the City of Atlanta, Georgia; being Lot 3 of Block 1 of Subdivision of Lucretia Elliott Estate, as per plat made by J. Low Zachry, C.E., dated November, 1919, and recorded in Deed Book 10, page 141, in the Office of the Clerk of Superior Court of Fulton County, Georgia.

TRACT VIII

All that tract or parcel of land lying and being in Land Lot 144 of the 14th District of Fulton County, Georgia, being the west half of Lot 2 in Block 1 of the Subdivision of Lucretia Elliott Estate, made by J. Low Zachry, C.E., dated November 1919 and revised July 20, 1922, and recorded in Plat Book 9, Page 56, Fulton County Records, more particularly described as follows:

BEGINNING at a point on the south side of Loveless Avenue 150 feet west, as measured along the south side of Loveless Avenue from the southwest corner of Loveless Avenue and Stiff Street, and running thence west along the south side of Loveless Avenue 50 feet to the northeast corner of Lot 3 of said Block 1; thence south along the line between said Lots 2 and 3, 200 feet to the northwest corner of Lot 15 of said Block; thence east along the line between said Lots 2 and 15, 43.5 feet to the west line of a cemetery as shown on the plat of caption Subdivision; thence north along the west line of said cemetery 45 feet to the northwest corner thereof; thence east along the north line of said cemetery 6.5 feet to a point; thence north 155 feet to the south side of Loveless Avenue and the point of beginning; being improved property known as 1218 Loveless Avenue, N.W., according to the present system of numbering houses in the City of Atlanta.

CONTINUED

TRACT IX

All that tract or parcel of land lying and being in the City of Atlanta, in Land Lot 144 of the 14th District of Fulton County, Georgia, being the east one-half of Lot 3 of Block 1, as per plat of the Subdivision of Lucretia Elliott Estate made by J.Low Zachry, C.E., dated November, 1919, and recorded in Plat Book 8, Page 120, of the Fulton County Records, and being more particularly described as follows:

BEGINNING at a point on the south side of Loveless Avenue 200 feet west of the southwest corner of Loveless Avenue and Stiff Street, said point being at the northwest corner of Lot 2 of said Block, and running thence west along the south side of Loveless Avenue 50 feet to a point; thence south 200 feet to the north line of Lot 14 of said Block; thence east along the north line of said Lot 14, 50 feet to the southwest corner of Lot 2, aforesaid; thence north along the west line of said Lot 2, 200 feet to the south side of Loveless Avenue and the point of beginning; being improved property known as No. 1222 (formerly No. 10) Loveless Avenue, N.W., according to the present system of numbering houses in the City of Atlanta.

TRACT X

All that tract or parcel of land lying and being in Land Lot 144 of the 14th District of Fulton County, Georgia, being the West one-half of Lot 3 of Block 1, of Lucretia Elliott Estate Subdivision as per plat recorded in Plat Book 9, page 56, Fulton County, Georgia Records, and being more particularly described as follows:

BEGINNING at a point on the south side of Loveless Avenue 250 feet west of the southwest corner of Loveless Avenue and Stiff Street; running thence west along the south side of Loveless Avenue 50 feet to an iron pin; running thence south along the line dividing Lots 3 and 4 of said Block, subdivision, and plat, 200 feet to an iron pin; running thence east 50 feet to an iron pin; running thence north 200 feet to an iron pin on the south side of Loveless Avenue, and the point of beginning; being improved property known as 1226 Loveless Avenue, N.W., Atlanta, Georgia.

TRACT XI

All that tract or parcel of land lying and being in Land Lot 144 of the 14th District of Fulton County, Georgia, being Lots 4 and 5 of the Subdivision of F.M. Loveless's Property, as per plat made by Gordon Nalley, Engineer, dated September, 1939, and being more particularly described as follows:

BEGINNING at a point on the south side of Loveless Avenue (formerly Loveless Street) 123.9 feet east, along said street, from the intersection formed by the south side of Loveless Avenue and the east side of Gary Avenue (formerly Gary Street), and running thence south 200 feet; thence east 100 feet; thence north 200 feet to the south side of Loveless Avenue; thence west along the south side of Loveless Avenue 100 feet to the point of beginning; being improved property known as No. 1264 Loveless Avenue, N.W., (formerly 26 Loveless Street, N.W.) according to the present system of numbering houses in the City of Atlanta.

CONTINUED

TRACT XII

All that tract or parcel of land lying and being in Land Lot 144 of the 14th District of Fulton County, Georgia, being Lot 6 of the subdivision of F.M. Loveless Property according to plat by Gordon Nalley, Engineer, dated September 1939, more particularly described as follows:

BEGINNING at a point on the south side of Loveless Avenue 63.9 feet east from the southeast corner of Gary and Loveless Streets, said point of beginning being also the northeast corner of Lot 7, said subdivision; running thence south, along the east line of said Lot 7, 200 feet; thence east 60 feet to the west line of Lot 5, said subdivision; thence north, along said line of said lot, 200 feet to the south side of Loveless Street; thence west, along the south side of Loveless Street, 60 feet to the point of beginning, being improved property known as No. 1272 Loveless Street, N.W., according to the present system of numbering houses in the City of Atlanta, Georgia

ATTACHMENT B

Fulton County
Clerk of Superior Court
Deed Book 10925
Page 322

Nm:TOM BRODELL(1042001), Rq:398,1

Form 10-6

Lawyers Title Insurance Corporation

ATLANTA BRANCH OFFICE

GEORGIA STATE OFFICE
TITLE BUILDING
ATLANTA GEORGIA 30303

LIMITED **WARRANTY DEED**

STATE OF GEORGIA COUNTY OF FULTON

THIS INDENTURE, Made the 10 day of July, in the year one thousand nine hundred eighty-seven, between AZS Corporation, a corporation

of the County of Fulton, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Cargill, Incorporated, a Delaware corporation,

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 144 of the 14th District of Fulton County, Georgia, being more particularly described in Exhibit "A" attached hereto.

This conveyance is made expressly subject to those matters set forth in Schedule B, Section 2, attached hereto and made a part hereof.

* Grantor, AZS Corporation, is successor by merger to Seydel-Woolley& Company, a Georgia corporation, by the Superior Court of Fulton County, on March 20, 1972.

Fulton County, Georgia
Real Estate Transfer Tax
Paid $ 1619.00
Date 7/10/87
BARBARA J. [illegible]
Clerk, Superior Court
By: [signature]
Deputy Clerk

GEORGIA, Fulton County, Clerk's Office Superior Court
Filed & Recorded Jul. 10, 1987 at 3:44 — Barbara J. Price CLERK

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever, claiming by or through Grantor only.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in presence of: AZS Corporation

[signature] By: [signature] (Seal)
Robert G. Short, Vice President
[signature] (Seal)
(Seal)

Notary Public, DeKalb County, Georgia
My Commission Expires July 4, 1989

N. P. SEAL

CORP. SEAL

BOOK 10925 PAGE 022

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 144 of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin at intersection of the Northerly side of the 30-foot right-of-way of Loveless Avenue and the East line of Land Lot 144; run thence North 89 degrees 05 minutes and 29 seconds West along Loveless Avenue a distance of 660.48 feet to an iron pin at the Southeasterly corner or property now or formerly owned by Davinor M. Dyer; run thence North 06 degrees 45 minutes 14 seconds West along said Dyer property 407.50 feet to an iron pin; run thence North 01 degrees 16 minutes 00 second East along the east line of property now or formerly owned by Georgia Power Company a distance of 1295.11 feet to an iron pin on the Southeasterly right-of-way of Louisville and Nashville Railroad; run thencein a generally Southeasterly direction and following said railroad right-of-way the following courses and distances:

South 36 degrees 30 minutes 37 seconds East 394.01 feet to an iron pin(which pin is located North 50 degrees 37 minutes 48 seconds West 236.95 feet from P.C.#9 concrete monument with brass disc MARTA Procter Creek Line CP220 DWG. #CT004-P22, State Plane Coordinate $\frac{2374239.869}{1420689.378}$);

South 53 degrees 29 minutes 23 seconds West 50.00 feet to an iron pin;

South 36 degrees 30 minutes 37 seconds East 211.49 feet to an iron pin;

Along a curve to the right in arc distance of 288.51 feet (said arc having a radius of 1478.595 feet and a chord of 288.05 feet bearing South 28 degrees 08 minutes 38 seconds East) to an iron pin;

North 67 degrees 26 minutes 45 seconds East 50.00 feet to an iron pin(which pin is located South 16 degrees 33 minutes 28 seconds East 296.54 feet from P.C.#9 concrete monument with brass disc MARTA Procter Creek Line CP220, DWG.#CT004-P22, State Plane Coordinate $\frac{2374239.869}{1420689.378}$);

Along a curve to the right an arc distance of 375.71 feet (said arc having a radius of 1528.595 feet and a chord of 374.77 feet bearing South 15 degrees 30 minutes 46 seconds East) to an iron pin;

South 08 degrees 22 minutes 57 seconds East 537.95 feet to an iron pin;

South 00 degrees 56 minutes 49 seconds West 65.40 feet to the point of beginning;

as per survey for Cargill, Incorporated by Pearson and Associates, Inc., certified by William W. DeLoach, Land Surveyor, dated June 9, 1987.

Less and except that land contained within the above-described property which is described in the survey by Perimeter Surveying Co., Inc., certified by Kenneth L. Nutt, Land Surveyor, for AZS Corporation dated June 4, 1987, being more particularly described as follows:

Beginning at PC(Point of Curvature) #9 Monument (being a concrete monument with brass disc on Proctar Creek MARTA line, CPZZO, drawing #CT004, page 22, based upon State of Georgia Plane Coordinate $\frac{2374239.869}{1420689.378}$)

thence South 20 degrees 44 minutes 38 seconds West 927.3 feet to the POINT OF BEGINNING; running thence the following courses and distances around the perimeter of an old, abandoned and back-filled Alkyd pond:

South 58 degrees 05 minutes 34 seconds East, 138.78 feet;

BOOK 10925 PAGE 323

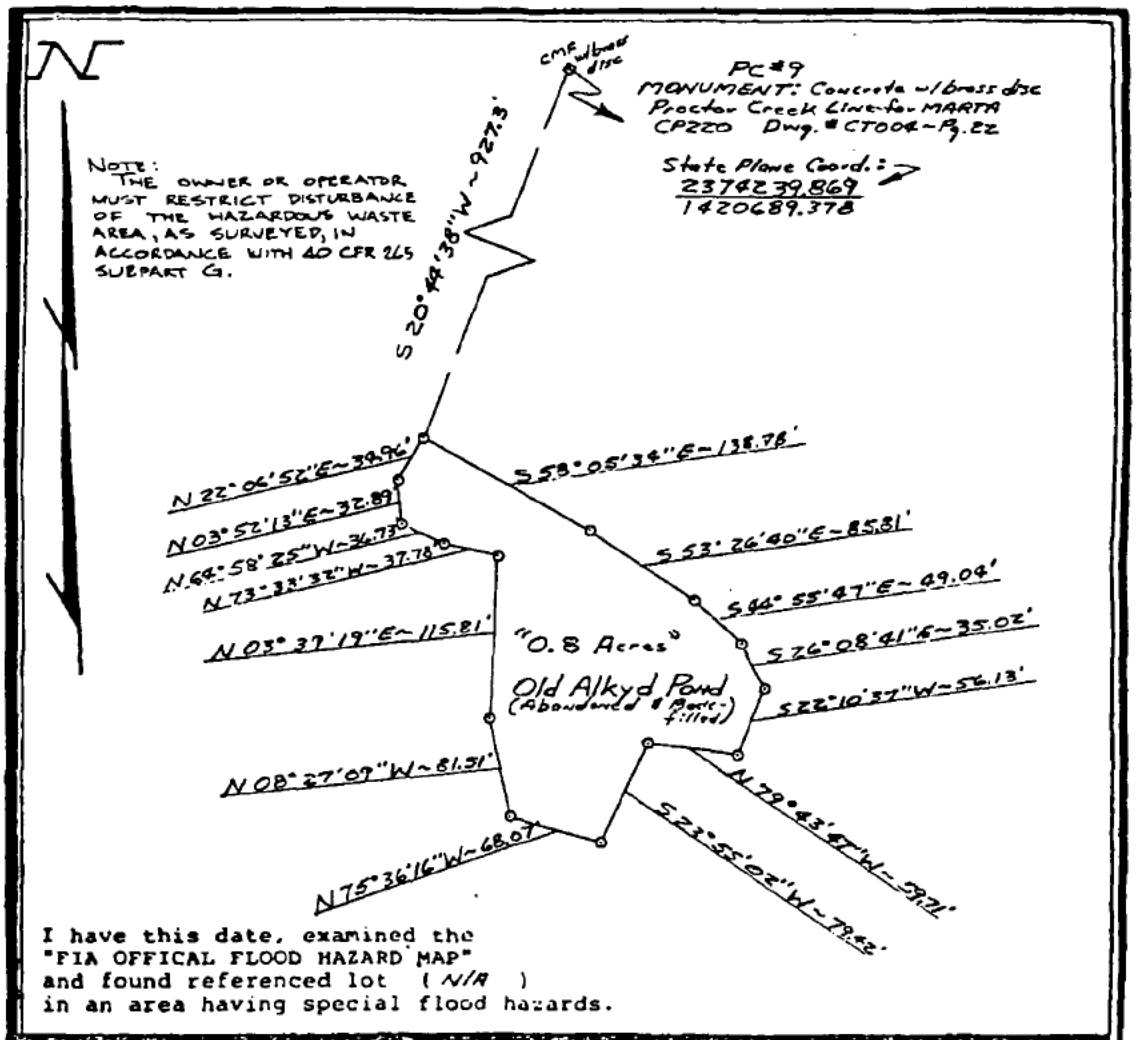
South 53 degrees 26 minutes 40 seconds East, 85.81 feet;
South 44 degrees 55 minutes 47 seconds East, 49.04 feet;
South 26 degrees 08 minutes 41 seconds East, 35.02 feet;
South 22 degrees 10 minutes 37 seconds West, 56.13 feet;
North 79 degrees 43 minutes 47 seconds West, 59.71 feet;
South 23 degrees 55 minutes 02 seconds West, 79.42 feet;
North 75 degrees 36 minutes 16 seconds West, 68.07 feet;
North 08 degrees 27 minutes 09 seconds West, 81.51 feet;
North 03 degrees 39 minutes 19 seconds East, 115.81 feet;
North 73 degrees 33 minutes 32 seconds West, 37.78 feet;
North 64 degrees 58 minutes 25 seconds West, 36.73 feet;
North 03 degrees 52 minutes 13 seconds East, 32.89 feet;
North 22 degrees 06 minutes 52 seconds East, 34.96 feet to the POINT OF BEGINNING, containing 0.8 acres according to the aforesaid survey, and attached hereto as Exhibit "B".

ALSO, LESS AND EXCEPT THE FOLLOWING PARCEL:

Beginning at PC(Point of Curvature) #9 Monument (being a concrete monument with brass disc on Procter Creek MARTA line, CPZZO, drawing #CT004, page 22, based upon State of Georgia Plane Coordinate $\frac{2374239.869}{1420689.378}$); running thence South 12 degrees 29 minutes 42 seconds West 165.2 feet to the POINT OF BEGINNING; running thence the following courses and distances around the perimeter of an old, abandoned and back-filled Polymer pond:

South 27 degrees 24 minutes 08 seconds East, 57.33 feet;
South 64 degrees 19 minutes 03 seconds West, 71.91 feet;
South 73 degrees 45 minutes 13 seconds West, 40.71 feet;
North 59 degrees 10 minutes 08 seconds West, 24.25 feet;
North 10 degrees 04 minutes 44 seconds East, 16.57 feet;
North 13 degrees 47 minutes 50 seconds East, 25.78 feet;
North 81 degrees 19 minutes 45 seconds East, 36.87 feet;
North 54 degrees 59 minutes 40 seconds East, 55.74 feet;
North 73 degrees 25 minutes 09 seconds East, 7.46 feet to the POINT OF BEGINNING, containing 0.14 acres according to the aforesaid survey, and attached hereto as Exhbit "C"

AF 3183



NOTE: THE OWNER OR OPERATOR MUST RESTRICT DISTURBANCE OF THE HAZARDOUS WASTE AREA, AS SURVEYED, IN ACCORDANCE WITH 40 CFR 265 SUBPART G.

I have this date, examined the "FIA OFFICAL FLOOD HAZARD MAP" and found referenced lot (N/A) in an area having special flood hazards.

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED.

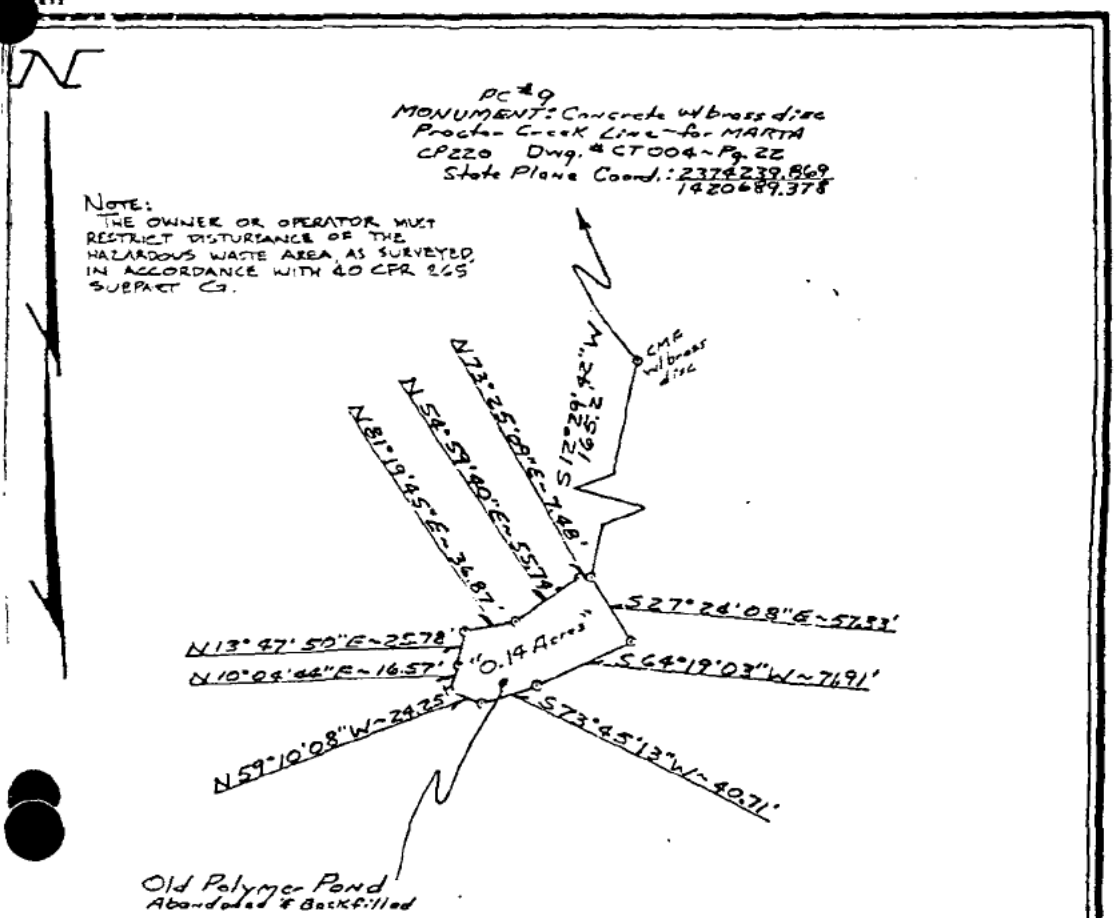
Kenneth L. Keith

PERIMETER
SURVEYING CO., INC.
SMYRNA, GEORGIA
PH. 435-5757

EXHIBIT "B"

SURVEY FOR
AZS Corporation

LOT BLOCK	REVISIONS 6-8-87
PLAT BOOK PAGE	
LAND LOT 144	
DISTRICT – 14	CK DR
COUNTY – FULTON	DRAWN
STATE – GEORGIA	CHKD HLA
DATE 6-4-'87 SCALE 1" = 100'	JOB NO. 41887



I have this date, examined the "FIA OFFICAL FLOOD HAZARD MAP" and found referenced lot (N/A) in an area having special flood hazards.

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED.

Kenneth F. Fulton

GEORGIA REGISTERED LAND SURVEYOR

PERIMETER
SURVEYING CO., INC.
SMYRNA, GEORGIA
PH. 435-5757

EXHIBIT "C"

SURVEY AZS Corporation FOR

LOT BLOCK	REVISIONS 6-8-87
PLAT BOOK PAGE	
LAND LOT 144	
DISTRICT — 14	CC DP DRAWN HLA
COUNTY — FULTON	CHKD HLA
STATE — GEORGIA	JOB NO.
DATE: 6-4-'87 SCALE: 1" = 100'	41887

SCHEDULE B - SECTION 2

EXCEPTIONS

THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY:

1. ~~Defects, liens, encumbrances, adverse claims or other matters, if~~ any, created ~~first~~ appearing in the ~~public records~~ or attaching subsequent to the ~~effective~~ date hereof but prior to the date the proposed ~~insured~~ acquires for ~~value~~ of record the estate or interest ~~or mortgage thereon covered by this Commitment.~~

2. ~~Any discrepancies, easements, conflicts, or shortages in area or~~ boundary lines, or any encroachments ~~or any~~ overlapping of ~~improvements or other boundary or location disputes.~~

3. ~~Liens on your title, arising now or later, for labor or material~~ furnished before or after ~~the date of~~ this policy, which are ~~imposed~~ by law and not filed in the ~~public records.~~

4. All taxes for the year 1987 and subsequent years are liens, not yet due and payable.

5. ~~Rights and claims of parties in possession.~~

6. Easements affecting subject property as follows:

(a) to Georgia Power Company dated May 6, 1936, recorded in Deed Book 1583, page 587, Fulton County, Georgia reocrds;

(b) between Seyco Realty Company and F. M. Loveless, dated June 16, 1942, recorded in Deed Book 1881, page 229, aforesaid records;

(c) between Seyco Realty Company and Mrs. W. E. Hale, dated July 25, 1942, recorded in Deed Book 1881, page 230, aforesaid records;

(d) between Seyco Realty Company and J. A. (Albert) Ballard, dated June 5, 1942, recorded in Deed Book 1881, page 230, aforesaid records;

(e) between Seyco Realty Company and Gordon Adams, dated June 5, 1942, recorded in Deed Book 1881, page 231, aforesaid records;

(f) between Seyco Realty Company and Mrs. C. A. (Julia) Baskin, dated June 5, 1942, recorded in Deed Book 1881, page 231, aforesaid records;

(g) from Seyco Realty Company to Fulton County, dated June 5, 1942, recorded in Deed Book 1990, page 402, aforesaid records;

(h) Seydel-Woolley & Company to City of Atlanta, dated April 4,

See Continuation Page

CONTINUATION OF SCHEDULE B - SECTION 2

1968, recorded in Deed Book 4886, page 132, aforesaid records;

7. Survey for Cargill, Incorporated, dated June 9, 1987, by William W. DeLoach, Land Surveyor, discloses location of improvements on caption property, as well as the following: (a) fence line on caption running along or near property lines along northerly side of Loveless Avenue, running northerly along westerly property line, and in a generally southeasterly direction along the southwesterly side of the Louisville & Nashville Railroad right-of-way encroaching onto said right-of-way at several points by as much as 46.8 feet, and at some point several feet within caption property; (b) creek crossing northerly portion of caption; (c) spur tracks from railroad line crossing into caption at two points on northeasterly property line; (d) utility poles and service line from Loveless Avenue crossing into and across caption from two points; (e) driveway from Marietta Boulevard crossing railroad tracks and connecting to asphalt paving on caption which extends onto Louisville & Nashville Railroad right-of-way (Note: See copies of documents entitled "Contract of Lease" and attached Memoranda and Supplemental Agreement, attached hereto marked Exhibit "B"); (f) manholes and drop inlets found in several locations indicating the existence of underground sewer lines, the location of which are not shown; (g) fire hydrants at several locations within the property.

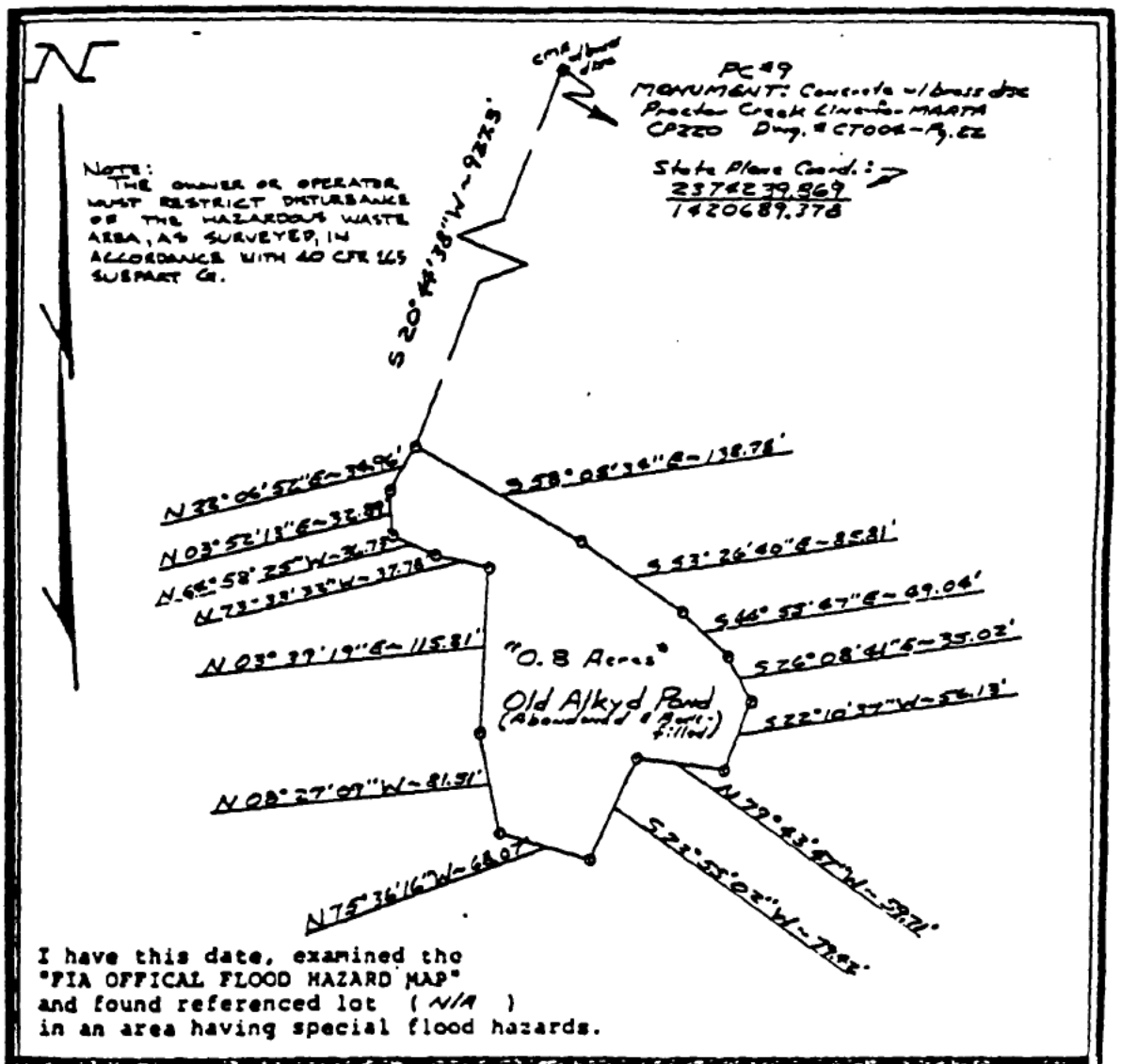
8. Rights of upper and lower riparian owners in and to the waters of the creek crossing or adjoining the property, and the natural flow thereof, free from diminution or pollution.

9. Easement and Access Agreement by and between insured and AZS Corporation, to be recorded in Fulton County records.

10. Existence within the bounds of the property of two parcels belonging to an entity other than the insured, the same being the two parcels excepted from the legal description in Schedule A hereof, being an old Alkyd Pond, abandoned and backfilled, and an old Polymer Pond, abandoned and backfilled, the surface of which may not be disturbed (according to notes on surveys dated June 4, 1987, by Kenneth L. Nutt and referred to in Schedule A hereof), and the sole means of access thereto being the aforesaid Easement and Access Agreement between insured and AZS Corporation.

ATTACHMENT C

Surveys Excerpted from July 1987 Permit Application



I have this date, examined the
"FIA OFFICAL FLOOD HAZARD MAP"
and found referenced lot (N/A)
in an area having special flood hazards.

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED.

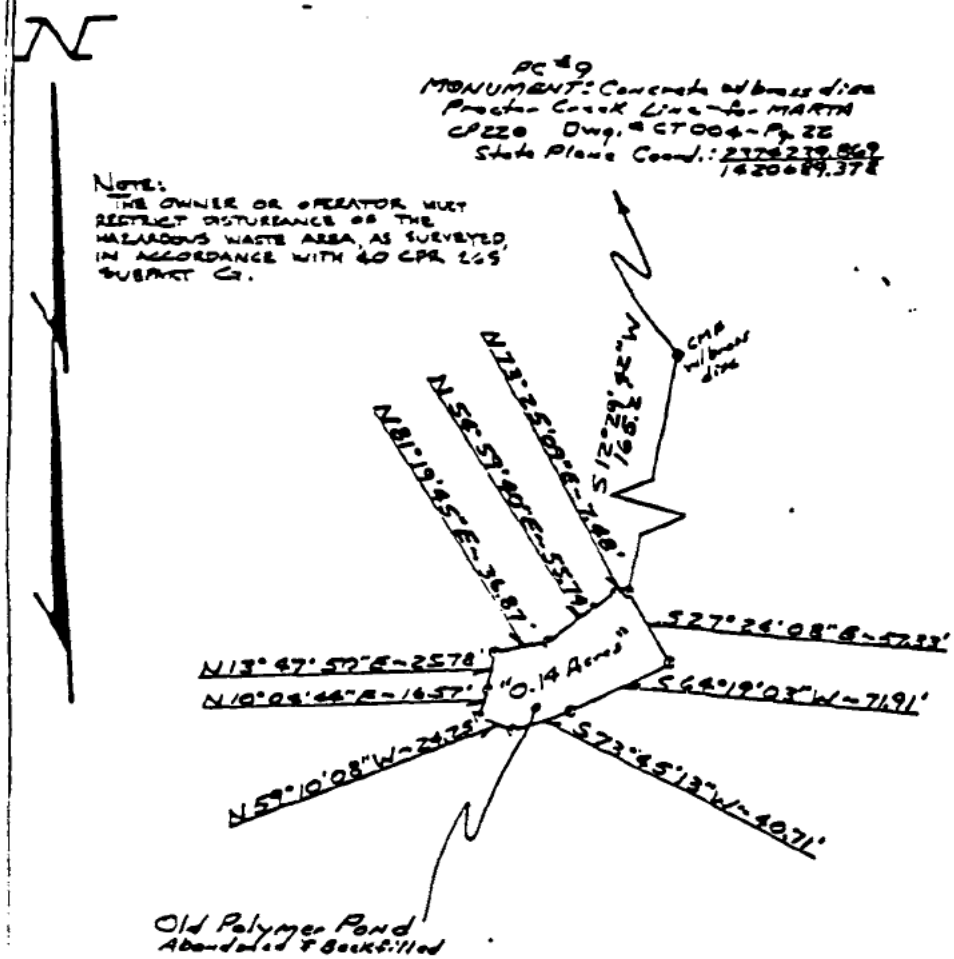
Kenneth L. Hutt

PERIMETER
SURVEYING CO., INC.
SMYRNA, GEORGIA
PH. 435-5757

EXHIBIT "B"

SURVEY FOR
AZS Corporation

LOT BLOCK	REVISIONS 6-8-87
PLAT BOOK PAGE	
LAND LOT 144	CC DP
DISTRICT - 14	DRAWN N/A
COUNTY - FULTON	CHKD HLA
STATE - GEORGIA	JOB NO.
DATE: 6-4-'87 SCALE: 1" = 100'	41887



I have this date, examined the
"FIA OFFICAL FLOOD HAZARD MAP"
and found referenced lot (N/A)
in an area having special flood hazards.

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED.

Kenneth F. Nutt

GEORGIA REGISTERED LAND SURVEYOR

PERIMETER
SURVEYING CO., INC.
SMYRNA, GEORGIA
PH. 435-5757

EXHIBIT "C"

SURVEY	FOR
AZS Corporation	H

LOT BLOCK	REVISIONS 6-8-87
PLAT BOOK PAGE	
LAND LOT 144	
DISTRICT - 14	CC DP
COUNTY - FULTON	DRAWN HLA
STATE - GEORGIA	CHKD HLA
DATE: 6-4-'87 SCALE: 1" = 100'	JOB NO. 41887

ATTACHMENT D

Fulton County
Clerk of Superior Court
Deed Book 19099
Page 118

GEORGIA, FULTON COUNTY
FILED AND RECORDED

94 DEC 27 AM 8:30

CLERK OF SUPERIOR COURT

EASEMENT AND ACCESS AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of July, 1987, by and between AZS CORPORATION and CARGILL, INCORPORATED ("Cargill").

W I T N E S S E T H:

WHEREAS, AZS and Cargill have entered into an agreement for the purchase and sale of assets dated June 24, 1987 ("Sale Agreement"), including the real property described on Exhibit "A" attached hereto ("Cargill Property"); and

WHEREAS, AZS and Cargill have also entered into an agreement regarding environmental matters dated July 10, 1987 ("Environmental Agreement") which provides that AZS shall retain title to the real property described on Exhibit "B" attached hereto, said property comprising certain surface impoundments constructed by AZS ("AZS Property"); and

WHEREAS, pursuant to the Environmental Agreement, AZS has agreed to maintain the closed impoundments pursuant to a plan submitted to the Environmental Protection Division of the Georgia Department of Natural Resources ("Plan"); and

WHEREAS, AZS has placed groundwater monitoring wells on the Cargill Property pursuant to the Plan and may be required in the future to locate additional wells and monitoring equipment on the Cargill Property at the direction of Environmental Agencies; and

WHEREAS, AZS will need access to the AZS Property in order to maintain the surface impoundments as required by the Plan and regulatory authorities.

NOW THEREFORE, in consideration of the mutual covenants contained in the Sale Agreement and the Environmental Agreement, the parties agree as follows:

1. Cargill hereby grants to AZS access to, through and over the Cargill Property in order for AZS to carry out the activities reasonably necessary to comply with the Plan.

2. Said right of access shall apply to any personnel, consultants, state or federal regulatory officials, and any other persons who are necessary for AZS' compliance with the Plan.

3. Cargill further grants a permanent construction easement to AZS for access by any construction personnel, machinery or equipment necessary for compliance with the Plan; said access to include storage of said equipment or machinery on any of Cargill Property surrounding the surface impoundments as reasonably may be necessary.

4. Cargill further agrees that AZS may place groundwater monitoring wells on the Cargill Property at locations reasonably required to comply with demands of appropriate environmental officials. Cargill grants access to, through and over the Cargill Property for whatever personnel, machinery or equipment is necessary to construct and maintain the groundwater monitoring wells.

5. AZS agrees that it will commit no waste to the property while exercising its rights hereunder and will repair any damage to the property caused by the employees or agents of AZS.

6. This Agreement shall remain in effect until such time as Cargill shall have purchased the AZS Property pursuant to the Environmental Agreement.

7. This Agreement shall be construed in accordance with the laws of the State of Georgia.

8. This Agreement shall run with the title to the Cargill Property and the AZS Property and shall inure to the benefit and be binding upon the parties hereto and their respective heirs, successors and assigns.

9. This Agreement may be enforced by an appropriate action at law or in equity, including an action for specific performance.

IN WITNESS WHEREOF, the parties have hereunder set their seals the date first above written.

Witness

Notary Public
Notary Public, DeKalb County, Georgia
My Commission Expires July 4, 1989

N.P. SEAL

CARGILL, INCORPORATED

By: _____
Chemical Products Division

ATTEST: _____
Assistant Secretary

CORP. SEAL

Witness

Notary Public
Notary Public, DeKalb County, Georgia
My Commission Expires July 4, 1989

N.P. SEAL

AZS CORPORATION

By: _____

ATTEST: _____

CORP. SEAL

BOOK 19099 PAGE 119

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 144 of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin at intersection of the Northerly side of the 30-foot right-of-way of Loveless Avenue and the East line of Land Lot 144; run thence North 89 degrees 05 minutes and 29 seconds West along Loveless Avenue a distance of 660.48 feet to an iron pin at the Southeasterly corner or property now or formerly owned by Davinor M. Dyer; run thence North 06 degrees 45 minutes 14 seconds West along said Dyer property 407.50 feet to an iron pin; run thence North 01 degrees 16 minutes 00 second East along the east line of property now or formerly owned by Georgia Power Company a distance of 1295.11 feet to an iron pin on the Southeasterly right-of-way of Louisville and Nashville Railroad; run thence in a generally Southeasterly direction and following said railroad right-of-way the following courses and distances:

South 36 degrees 30 minutes 37 seconds East 394.01 feet to an iron pin(which pin is located North 50 degrees 37 minutes 48 seconds West 236.95 feet from P.C.#9 concrete monument with brass disc MARTA Procter Creek Line CP220 DWG. #CT004-P22, State Plane Coordinate $\frac{2374239.869}{1420689.378}$);
South 53 degrees 29 minutes 23 seconds West 50.00 feet to an iron pin;
South 36 degrees 30 minutes 37 seconds East 211.49 feet to an iron pin;
Along a curve to the right in arc distance of 288.51 feet (said arc having a radius of 1478.595 feet and a chord of 288.05 feet bearing South 28 degrees 08 minutes 38 seconds East) to an iron pin;
North 67 degrees 26 minutes 45 seconds East 50.00 feet to an iron pin(which pin is located South 16 degrees 33 minutes 28 seconds East 296.54 feet from P.C.#9 concrete monument with brass disc MARTA Procter Creek Line CP220, DWG.#CT004-P22, State Plane Coordinate $\frac{2374239.869}{1420689.378}$);
Along a curve to the right an arc distance of 375.71 feet (said arc having a radius of 1528.595 feet and a chord of 374.77 feet bearing South 15 degrees 30 minutes 46 seconds East) to an iron pin;
South 08 degrees 22 minutes 57 seconds East 537.95 feet to an iron pin;
South 00 degrees 56 minutes 49 seconds West 65.40 feet to the point of beginning;

as per survey for Cargill, Incorporated by Pearson and Associates, Inc., certified by William W. DeLoach, Land Surveyor, dated June 9, 1987.

Less and except that land contained within the above-described property which is described in the survey by Perimeter Surveying Co., Inc., certified by Kenneth L. Nutt, Land Surveyor, for AZS Corporation dated June 4, 1987, being more particularly described as follows:

Beginning at PC(Point of Curvature) #9 Monument (being a concrete monument with brass disc on Procter Creek MARTA line, CP220, drawing #CT004, page 22, based upon State of Georgia Plane Coordinate $\frac{2374239.869}{1420689.378}$)
thence South 20 degrees 44 minutes 38 seconds West 927.3 feet to the POINT OF BEGINNING; running thence the following courses and distances around the perimeter of an old, abandoned and back-filled Alkyd pond:

South 58 degrees 05 minutes 34 seconds East, 138.78 feet;

South 53 degrees 26 minutes 40 seconds East, 85.81 feet;
South 44 degrees 55 minutes 47 seconds East, 49.04 feet;
South 26 degrees 08 minutes 41 seconds East, 35.02 feet;
South 22 degrees 10 minutes 37 seconds West, 56.13 feet;
North 79 degrees 43 minutes 47 seconds West, 59.71 feet;
South 23 degrees 55 minutes 02 seconds West, 79.42 feet;
North 75 degrees 36 minutes 16 seconds West, 68.07 feet;
North 08 degrees 27 minutes 09 seconds West, 81.51 feet;
North 03 degrees 39 minutes 19 seconds East, 115.81 feet;
North 73 degrees 33 minutes 32 seconds West, 37.78 feet;
North 64 degrees 58 minutes 25 seconds West, 36.73 feet;
North 03 degrees 52 minutes 13 seconds East, 32.89 feet;
North 22 degrees 06 minutes 52 seconds East, 34.96 feet to the POINT OF BEGINNING, containing 0.8 acres according to the aforesaid survey.

ALSO, LESS AND EXCEPT THE FOLLOWING PARCEL:

Beginning at PC(Point of Curvature) #9 Monument (being a concrete monument with brass disc on Procter Creek MARTA line, CPZZO, drawing #CT004, page 22, based upon State of Georgia Plane Coordinate $\frac{2374239.869}{1420689.378}$); running thence South 12 degrees 29 minutes 42 seconds West 165.2 feet to the POINT OF BEGINNING; running thence the following courses and distances around the perimeter of an old, abandoned and back-filled Polymer pond:

South 27 degrees 24 minutes 08 seconds East, 57.33 feet;
South 64 degrees 19 minutes 03 seconds West, 71.91 feet;
South 73 degrees 45 minutes 13 seconds West, 40.71 feet;
North 59 degrees 10 minutes 08 seconds West, 24.25 feet;
North 10 degrees 04 minutes 44 seconds East, 16.57 feet;
North 13 degrees 47 minutes 50 seconds East, 25.78 feet;
North 81 degrees 19 minutes 45 seconds East, 36.87 feet;
North 54 degrees 59 minutes 40 seconds East, 55.74 feet;
North 73 degrees 25 minutes 09 seconds East, 7.48 feet to the POINT OF BEGINNING, containing 0.14 acres according to the aforesaid survey.

Beginning at PC(Point of Curvature) #9 Monument (being a concrete monument with brass disc on Procter Creek MARTA line, CPZZO, drawing #CT004, page 22, based upon State of Georgia Plane Coordinate $\frac{2374239.869}{1420689.378}$)

thence South 20 degrees 44 minutes 38 seconds West 927.3 feet to the POINT OF BEGINNING; running thence the following courses and distances around the perimeter of an old, abandoned and back-filled Alkyd pond:

South 58 degrees 05 minutes 34 seconds East, 138.78 feet;

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North 22 degrees 06 minutes 52 seconds East, 34.96 feet to the POINT OF BEGINNING, containing 0.8 acres according to the aforesaid survey.

ALSO, LESS AND EXCEPT THE FOLLOWING PARCEL:

Beginning at PC(Point of Curvature) #9 Monument (being a concrete monument with brass disc on Procter Creek MARTA line, CPZZO, drawing #CT004, page 22, based upon State of Georgia Plane Coordinate $\frac{2374239.869}{1420689.378}$); running thence South 12 degrees 29 minutes 42 seconds West 165.2 feet to the POINT OF BEGINNING; running thence the following courses and distances around the perimeter of an old, abandoned and back-filled Polymer pond:

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North 13 degrees 47 minutes 50 seconds East, 25.78 feet;
North 81 degrees 19 minutes 45 seconds East, 36.87 feet;
North 54 degrees 59 minutes 40 seconds East, 35.74 feet;
North 73 degrees 25 minutes 09 seconds East, 7.48 feet to the POINT OF BEGINNING, containing 0.14 acres according to the aforesaid survey.

EXHIBIT "B"

ATTACHMENT E

Excerpts from July 1987 Permit Application

SECTION A

FACILITY DESCRIPTION

A-1 General Description (40 CFR)

The AZS Corporation Plant is located within the city limits of Atlanta, GA, approximately five miles northwest of the city center. AZS Corporation is a wholly owned subsidiary of Toyo Soda Manufacturing Co., Ltd. AZS Corporation is a production facility for organic chemicals including adhesives, polymers, textile chemicals and specialty amines. Hazardous wastes are generated by by-product generation and solvent cleaning of production equipment.

The address is:

AZS Corporation
762 Marietta Blvd. N.W.
Atlanta, Georgia 30318

The facility is bounded by Marietta Blvd. and the CSX R.R. on the east, Loveless Avenue on the south, Georgia Power on the north and commercial-industrial on the south.

The contact and party responsible for the hazardous waste management activities at the AZS Corporation is: James J. Newton, P.E. Environmental Engineer.

A-2 Topographic Map (40 CFR) 270.14(b) (19)

Drawings 3457-01, 02 are a facility map showing the facility boundaries, buildings, and the impoundment area. The scale on the topographic map is 1 in. equals 30 ft. Contours are shown at 2 ft intervals from 900 ft at the

ATTACHMENT F

Fulton County
Clerk of Superior Court
Deed Book 11616
Page 187

Nm:TOM BRODELL(1042001), Rq:399,1

GEORGIA, Fulton County, Clerk's Office Superior Court
Filed & Recorded JUN 15 1988 at 1:56
Barbara J. Price CLERK

Fulton County, Georgia
Real Estate Transfer Tax
Paid $
Date JUN 15 1988
BARBARA J PRICE
Clerk, Superior Court
By
Deputy Clerk

PARCEL NO. P-104

WARRANTY DEED

STATE OF GEORGIA
SS
COUNTY OF FULTON

THIS INDENTURE, made and entered into this 15th day of June, in the year one thousand nine hundred eighty-eight, by and between AZS Corporation as party of the first part, hereinafter called and referred to as the Grantor and THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY, a public body corporate existing under the laws of the State of Georgia, as party of the second part, hereinafter called and referred to as the Grantee, (the words "Grantor" and "Grantee" to include their respective heirs, successors, and assigns where the context requires or permits):

WITNESSETH that: The Grantor, for and in consideration of the sum of TEN THOUSAND FOUR HUNDRED DOLLARS and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, convey, and confirm unto the said Grantee, all that tract or parcel of land lying and being in Land Lot 144 of the 14th District of Fulton County, Georgia and being more particularly described as follows:

All that tract of parcel of land lying and being in the City of Atlanta, in Land Lot 144 of the 14th District of Fulton County, Georgia, being Lot 4 of the F.M. Loveless Property according to a plat thereof by C.S. Mercer, C.E., dated September 6, 1935, more particularly described as follows:

Beginning at a point on the north side of Loveless Avenue 774 feet west, measured along the north side of Loveless Avenue, from the east line of said Land Lot 144, said beginning point also being 774 feet west of the line of the Seydell Property, and running thence west along the north side of Loveless Avenue 46 feet; thence north 150 feet; thence east 46 feet; thence south 150 feet to Loveless Avenue and the point of beginning, being improved property known as 1277 Loveless Avenue, N.W., according to the present system of numbering houses in the City of Atlanta.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed, and its common seal to be affixed, by persons duly authorized thereunto, on the day and year first above written.

Signed, sealed, and delivered in the presence of:

Unofficial Witness

AZS Corporation

By: Jill Pabatt

Title: Treasurer

Sworn to and subscribed before me this 15th day of June, 1988.

M. Elaine Watts

Notary Public

Comm expires 3-17-90

N. P. SEAL

ATTACHMENT G

Fulton County
Clerk of Superior Court
Deed Book 30303
Pages 452 and 456

Deed Book 30303 Pg 452
Filed and Recorded May-02-2001 10:06am
2001-0106234
Real Estate Transfer Tax $350.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

This document prepared by
and upon recording return to:
Robert T. Morgan, Esq.
Thrasher, Whitley, Hampton & Morgan, P.C.
Five Concourse Parkway
Suite 2150
Atlanta, Georgia 30328
File No.: 8202-12-8

LIMITED WARRANTY DEED

STATE OF MINNESOTA
COUNTY OF HENNERIN

THIS INDENTURE is made on this 24 day of April, 2001, between **CARGILL, INCORPORATED,** a Delaware corporation, as party of the first part, and **UNITED REAL PROPERTY INVESTMENT, LLC,** a Georgia limited liability company, as party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns:

> All that tract or parcel of land located in Land Lot 144, 14th District, Fulton County, Georgia as more particularly described in **Exhibit "A"** attached hereto and incorporated herein, together with and subject to all those items set forth on **Exhibit "B"** attached hereto and incorporated herein.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, including leases, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever, IN FEE SIMPLE.

And the said party of the first part, for its successors and assigns, will warrant and forever defend the right and title to the above-described property unto the said party of the second part, its successors and assigns, against the lawful claims of all persons claiming by, through or under said party of the first part only.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and affixed its seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Janet L. Vass
Unofficial Witness

Denise C. Clarke
Notary Public

Commission Expiration Date:_____

[NOTARIAL SEAL]

DENISE C. CLARKE
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2005

CARGILL, INCORPORATED

By: _____

Title: V.P. Operations

[CORPORATE SEAL]

CARGILL, INCORPORATED
SEAL
1930
DELAWARE

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 144 of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin at intersection of the Northerly side of the 30-foot right-of-way of Loveless Avenue and the East line of Land Lot 144; run thence North 89 degrees 05 minutes and 29 seconds West along Loveless Avenue a distance of 660.48 feet to an iron pin at the Southeasterly corner or property now or formerly owned by Davimor M. Dyer; run thence North 06 degrees 45 minutes 14 seconds West along said Dyer property 407.50 feet to an iron pin; run thence North 01 degrees 16 minutes 00 second East along the east line of property now or formerly owned by Georgia Power Company a distance of 1295.11 feet to an iron pin on the Southeasterly right-of-way of Louisville and Nashville Railroad; run thencein a generally Southeasterly direction and following said railroad right-of-way the following courses and distances:

South 36 degrees 30 minutes 37 seconds East 394.01 feet to an iron pin(which pin is located North 50 degrees 37 minutes 48 seconds West 236.95 feet from P.C.#9 concrete monument with brass disc MARTA Procter Creek Line CP220 DWG.-#CT004-P22, State Plane Coordinate $\frac{2374239.869}{1420689.378}$);
South 53 degrees 29 minutes 23 seconds West 50.00 feet to an iron pin;
South 36 degrees 30 minutes 37 seconds East 211.49 feet to an iron pin;
Along a curve to the right in arc distance of 288.51 feet (said arc having a radius of 1478.595 feet and a chord of 288.03 feet bearing South 28 degrees 08 minutes 38 seconds East) to an iron pin;
North 47 degrees 26 minutes 45 seconds East 50.00 feet to an iron pin(which pin is located South 16 degrees 33 minutes 28 seconds East 296.54 feet from P.C.#9 concrete monument with brass disc MARTA Procter Creek Line CP220, DWG.#CT004-P22, State Plane Coordinate $\frac{2374239.869}{1420689.378}$);
Along a curve to the right an arc distance of 375.71 feet (said arc having a radius of 1528.595 feet and a chord of 374.77 feet bearing South 15 degrees 30 minutes 46 seconds East) to an iron pin;
South 08 degrees 22 minutes 57 seconds East 537.95 feet to an iron pin;
South 00 degrees 56 minutes 49 seconds West 65.40 feet to the point of beginning;

as per survey for Cargill, Incorporated by Pearson and Associates, Inc., certified by William W. DeLoach, Land Surveyor, dated June 9, 1987.

Less and except that land contained within the above-described property which is described in the survey by Perimeter Surveying Co., Inc., certified by Kenneth L. Nutt, Land Surveyor, for AZS Corporation dated June 4, 1987, being more particularly described as follows:

Beginning at PC(Point of Curvature) #9 Monument (being a concrete monument with brass disc on Procter Creek MARTA line, CPZZO, drawing #CT004, page 22, based upon State of Georgia Plane Coordinate $\frac{2374239.869}{1420689.378}$)

thence South 20 degrees 44 minutes 38 seconds West 927.3 feet to the POINT OF BEGINNING; running thence the following courses and distances around the perimeter of an old, abandoned and back-filled Alkyd pond:

South 58 degrees 05 minutes 34 seconds East, 158.78 feet;

South 33 degrees 26 minutes 40 seconds East, 85.81 feet;
South 44 degrees 35 minutes 47 seconds East, 49.04 feet;
South 26 degrees 08 minutes 41 seconds East, 35.02 feet;
South 22 degrees 10 minutes 37 seconds West, 56.13 feet;
North 79 degrees 43 minutes 47 seconds West, 59.71 feet;
South 23 degrees 55 minutes 02 seconds West, 79.42 feet;
North 75 degrees 36 minutes 16 seconds West, 68.07 feet;
North 08 degrees 27 minutes 09 seconds West, 81.51 feet;
North 03 degrees 39 minutes 19 seconds East, 115.81 feet;
North 73 degrees 33 minutes 32 seconds West, 37.78 feet;
North 64 degrees 58 minutes 25 seconds West, 36.73 feet;
North 03 degrees 52 minutes 13 seconds East, 32.89 feet;
North 22 degrees 06 minutes 52 seconds East, 34.96 feet to the POINT OF BEGINNING, containing 0.8 acres according to the aforesaid survey, and attached hereto as Exhibit "B".

ALSO, LESS AND EXCEPT THE FOLLOWING PARCEL:

Beginning at PC(Point of Curvature) #9 Monument (being a concrete monument with brass disc on Procter Creek MARTA line, CPZZO, drawing #CT004, page 22, based upon State of Georgia Plane Coordinate 2374239.869 / 1420689.378); running thence South 12 degrees 29 minutes 42 seconds West 165.2 feet to the POINT OF BEGINNING; running thence the following courses and distances around the perimeter of an old, abandoned and back-filled Polymer pond:

South 27 degrees 24 minutes 08 seconds East, 57.33 feet;
South 64 degrees 19 minutes 03 seconds West, 71.91 feet;
South 73 degrees 45 minutes 13 seconds West, 40.71 feet;
North 59 degrees 10 minutes 08 seconds West, 24.25 feet;
North 10 degrees 04 minutes 44 seconds East, 16.57 feet;
North 13 degrees 47 minutes 30 seconds East, 25.78 feet;
North 81 degrees 19 minutes 45 seconds East, 36.87 feet;
North 54 degrees 59 minutes 40 seconds East, 33.74 feet;
North 73 degrees 25 minutes 09 seconds East, 7.48 feet to the POINT OF BEGINNING, containing 0.14 acres according to the aforesaid survey, and attached hereto as Exhbit "C"

Deed Book 30303 Pg 455
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

EXHIBIT "B"

Permitted Exceptions

1. All general and special taxes and assessment for the year 2001 and subsequent years, not yet due and payable.
2. Easement from F.M. Loveless to Georgia Power, dated May 6, 1936, filed May 14, 1936, recorded in Deed Book 1583, Page 587, Fulton County, Georgia Records.
3. Easement between Seyco Realty Company, Incorporated and F.M. Loveless, dated June 16, 1942, filed July 27, 1942, recorded in Deed Book 1881, Page 229, Fulton County, Georgia Records.
4. Easement between Seyco Realty Company, Incorporated and Mrs. W.E. Hale, dated July 25, 1942, filed July 27, 1942, recorded in Deed Book 1881, Page 230 (top), Fulton County, Georgia Records.
5. Easement between Seyco Realty Company, Incorporated and J.A. (Albert) Ballard dated June 5, 1942, filed July 27, 1942, recorded in Deed Book 1881, Page 230 (bottom), Fulton County, Georgia Records.
6. Easement between Seyco Realty Company, Incorporated and Gordon Adams, dated June 5, 1942, filed July 27, 1942, recorded in Deed Book 1881, Page 231 (top), Fulton County, Georgia Records.
7. Easement between Seyco Realty Company, Incorporated and Mrs. C.A. (Julia) Baskin, dated June 5, 1942, filed July 27, 1942, recorded in Deed Book 1881, Page 230 (bottom), Fulton County, Georgia Records.
8. Easement from Seyco Realty Company, Incorporated to Fulton County, dated August 30, 1946, filed September 5, 1946, recorded in Deed Book 1190, Page 402, Fulton County, Georgia Records.
9. Sewer Easement from Seydel-Woolley & Company to City of Atlanta, dated April 4, 1968, filed April 18, 1968, recorded in Deed Book 4886, Page 132, Fulton County, Georgia Records.
10. Sewer Easement from Davinor M. Dyer a/k/a D.M. Dyer to AZS Corporation, dated October 3, 1986, file October 6, 1986, recorded in Deed Book 10363, Page 1, Fulton County, Georgia Records.
11. Sewer Easement from Walter L. Hodore to AZS Coropration, dated and filed October 6, 1986, recorded in Deed Book 10363, Page 4, Fulton County, Georgia Records.
12. Rights and obligations contained in Settlement Agreement between Walter L. Hodore and AZS Corporation, dated and filed October 6, 1986, recorded in Deed Book 10363, Page 7, Fulton County, Georgia Records.
13. Pipe shown on survey captioned "Proposed 24" Pipe Alignment-AZS Chemical" by Donald R. Stokes, Georgia R.L.S., dated March 1, 1986, entered October 1986, recorded in Plat Book 149, Page 17, Fulton County, Georgia REcords

Deed Book 30303 Pg 456
Filed and Recorded May-02-2001 10:06am
2001-0106235
Real Estate Transfer Tax $0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

This document prepared by
and after recordation return to:
Robert T. Morgan, Esq.
Thrasher Whitley Hampton & Morgan, P.C.
Five Concourse Parkway
Suite 2150
Atlanta, GA 30328
File No. 8202-12-08

QUITCLAIM DEED

THIS INDENTURE is made this 24 day of April, 2001, between **CARGILL, INCORPORATED** ("Grantor") and **UNITED REAL PROPERTY INVESTMENT, LLC** ("Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

GRANTOR in consideration of the sum of One and No/100 Dollars ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release, and forever quitclaim to Grantee all the right, title and interest, claim or demand which the Grantor has or may have had in and to all that tract or parcel of land lying and being in Land Lot 144, 14 District, Fulton County, Georgia (the "Property"), as more particularly described as follows:

See **Exhibit "A"** attached hereto and incorporated herein.

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining unto Grantee, so that neither Grantor, nor any other person or persons claiming under Grantor at any time claim or demand any right, title or interest to the Property or its appurtenances.

EXECUTED under seal as of the date above.

Signed, sealed and delivered in
the presence of:

Janet L. Voss
Unofficial Witness

Denise C. Clarke
Notary Public

Commission Expiration Date:

[NOTARIAL SEAL]

DENISE C. CLARKE
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2005

G:\MORGAN1\8000\8202\12-INQ

GRANTOR:

CARGILL, INCORPORATED

By: [signature]

Title: V.P. Operations

[CORPORATE SEAL]

CARGILL INCORPORATED SEAL 1930 DELAWARE

EXHIBIT "A"

(Legal Description of 762 Marietta Boulevard, Atlanta, Georgia)

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 144, 14th District, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the intersection of the northerly right-of-way of Loveless Avenue (a 30 foot right-of-way) (a closed road) with the common land lot line between Land Lots 144 and 113, being the TRUE POINT OF BEGINNING; thence proceeding northwesterly along said northerly right-of-way of Loveless Avenue North 89 degrees 05 minutes 29 seconds West a distance of 660.48 feet to a point; thence proceeding North 06 degrees 45 minutes 14 seconds West a distance of 407.50 feet to a point; thence proceeding North 01 degrees 16 minutes 00 seconds East a distance of 1,295.11 feet to a point on the westerly right-of-way of CSX Railroad f/k/a Louisville & Nashville Railroad; thence proceeding southeasterly along said westerly right-of-way of CSX Railroad South 36 degrees 30 minutes 37 seconds East a distance of 394.01 feet to a point; thence proceeding South 53 degrees 29 minutes 23 seconds West a distance of 50.00 feet to a point; thence continuing southeasterly along said westerly right-of-way of CSX Railroad South 36 degrees 30 minutes 37 seconds East a distance of 211.49 feet to a point; thence continuing southesasterly along said westerly right-of-way of CSX Railroad along an arc of a curve to the right with a radius of 1,478.60 feet an arc distance of 288.51 feet to a point, which arc is subtended by the chord bearing South 28 degrees 08 minutes 38 seconds East a chord distance of 288.05 feet; thence proceeding North 67 degrees 26 minutes 45 seconds East a distance of 50.00 feet to a point; thence continuing southeasterly along said westerly right-of-way of CSX Railroad along an arc of a curve to the right with a radius of 1,528.60 feet an arc distance of 375.72 feet to a point, which arc is subtended by the chord bearing South 15 degrees 30 minutes 46 seconds East a chord distance of 374.77 feet; thence continuing southeasterly along said westerly right-of-way of CSX Railroad South 08 degrees 22 minutes 57 seconds East a distance of 57.95 feet to a point; thence proceeding along the common land lot line between Land Lots 144 and 113 South 00 degrees 56 minutes 49 seconds West a distance of 65.40 feet to a point and the TRUE POINT OF BEGINNING, being unimproved property containing 17.03 acres, more or less, all as shown on that Survey for United Real Property Investment, LLC and Lawyers Title Insurance Corporation dated April 20, 2001, by A.S. Giometti, G.R.L.S. No. 1125, of A.S. Giometti & Associates, Inc.

LESS, EXCEPT THE FOLLOWING TWO TRACTS:

ALKYD POND

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 144, 14th District, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the intersection of the northerly right-of-way of Loveless Avenue (a 30 foot right-of-way) (a closed road) with the common land lot line between Land Lots 144 and 113; and thence proceeding North 89 degrees 05 minutes 29 seconds West a distance of 660.48 feet to a point; thence continuing North 06 degrees 45 minutes 14 seconds West a distance of 407.50 feet to a point; thence proceeding South 71 degrees 30 minutes 48 seconds East a distance of 124.20 feet to a point and the TRUE POINT OF BEGINNING, running thence the following courses and distances around the perimeter of an old, abandoned and back-filled Alkyd pond:

South 58 degrees 05 minutes 34 seconds East, 138.78 feet;
South 53 degrees 26 minutes 40 seconds East, 85.81 feet;
South 44 degrees 55 minutes 47 seconds East, 49.04 feet;
South 26 degrees 08 minutes 41 seconds East, 35.02 feet;
South 22 degrees 10 minutes 37 seconds West, 56.13 feet;
North 79 degrees 43 minutes 47 seconds West, 59.71 feet;
South 23 degrees 55 minutes 02 seconds West, 79.42 feet;
North 75 degrees 36 minutes 16 seconds West, 68.07 feet;
North 08 degrees 27 minutes 09 seconds West, 81.51 feet;
North 03 degrees 39 minutes 19 seconds East, 115.81 feet;
North 73 degrees 33 minutes 32 seconds West, 37.78 feet;
North 64 degrees 58 minutes 25 seconds West, 36.73 feet;
North 03 degrees 52 minutes 13 seconds East, 32.89 feet;
North 22 degrees 06 minutes 52 seconds East, 34.96 feet,

to the TRUE POINT O F BEGINNING, containing 0.8 acres according to the aforesaid survey.

POLYMER POND

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 144, 14th District, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the intersection of the northerly right-of-way of Loveless Avenue (a 30 foot right-of-way) (a closed road) with the common Land Lot line between Land Lots 144 and 113; and thence proceeding North 00 degrees 56 minutes 49 seconds East a distance of 65.40 feet to a point; thence proceeding North 08 degrees 22 minutes 57 second East a distance of 537.95 feet to a point; thence proceeding along an arc of a curve to the left with a radius of 1,528.60 feet an arc distance of 375.72 feet to a point, which arc is subtended by the chord bearing North 15 degrees 30 minutes 46 seconds West a distance a chord distance of 374.77 feet; thence proceeding South 67 degrees 26 minutes 45 seconds West a distance of 50.00 feet to a point; thence proceeding North 72 degrees 11 minutes 39 seconds West a distance of 159.21 feet to a point and the TRUE POINT OF BEGINNING; running thence and following courses and distances around the perimeter of an old abandoned and back-filled Polymer pond:

South 27 degrees 24 minutes 08 seconds East, 57.33 feet;
South 64 degrees 19 minutes 03 seconds West, 71.91 feet;
South 73 degrees 45 minutes 13 seconds West, 40.71 feet;
North 59 degrees 10 minutes 08 seconds West, 24.25 feet;
North 10 degrees 04 minutes 44 seconds East, 16.57 feet;
North 13 degrees 47 minutes 50 seconds East, 25.78 feet;
North 81 degrees 19 minutes 45 seconds East, 36.87 feet;
North 54 degrees 59 minutes 40 seconds East, 55.74 feet;
North 73 degrees 25 minutes 09 seconds East, 7.48 feet,

to the TRUE POINT O F BEGINNING, containing 0.14 acres according to the aforesaid survey.

Deed Book 30303 Pg 458
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

ATTACHMENT H

Fulton County
Clerk of Superior Court
Deed Book 37351
Page 440

Nm:TOM BRODELL(1042001), Rq:401,1

Deed Book 37351 Pg 440
Filed and Recorded Apr-06-2004 11:21am
2004-0115714
Georgia Intangible Tax Paid $4,200.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

AFTER RECORDING, RETURN TO:
Michael J. Hay, Esq.
ANDERSEN, TATE, MAHAFFEY & MCGARITY, P.C.
Post Office Box 2000
Lawrenceville, Georgia 30046
File #15236.70081 (WP)

DE Book 42508 Page 418

DEED TO SECURE DEBT AND SECURITY AGREEMENT

THIS INDENTURE (hereinafter sometimes referred to as the "Security Deed" or "Deed to Secure Debt and Security Agreement"), made as of the 10th day of March, 2004, by and between **UNITED REAL PROPERTY INVESTMENT, LLC,** a Georgia limited liability company (hereinafter called "Grantor"), with an address of 625 Holcomb Bridge Road, Norcross, Georgia 30071, and **FIRST INTERCONTINENTAL BANK** (hereinafter called "Grantee"), with an address of 5593 Buford Highway, Doraville, Georgia 30340;

WITNESSETH:

That for and in consideration of the sum of ONE HUNDRED AND NO/100THS DOLLARS ($100.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure the indebtedness and other obligations of Grantor hereinafter set forth, Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, all of the following described land and interest in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances (hereinafter collectively referred to as the "Property"):

(a) All that certain tract or parcel of land more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes owned by Grantor and attached to said buildings, structures or improvements and all other

furnishings, furniture, fixtures, machinery, equipment, appliances, building supplies and materials, books and records, chattels, inventory, accounts, consumer goods, general intangibles and personal property of every kind and nature whatsoever owned by Grantor and now or hereafter located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Land and the improvements located from time to time thereon, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions or proceeds from a permitted sale of any of the foregoing, all tradenames, trademarks, servicemarks, logos, and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Land and the improvements located thereon or any part thereof and are now or hereafter acquired by Grantor; and all inventory, accounts, chattel paper, documents, equipment, fixtures, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Security Deed. The location of the above-described collateral is also the location of the Land.

(c) All building materials, fixtures, building machinery and building equipment delivered on site to the Land during the course of, or in connection with, construction of the buildings and improvements upon the Land and which are now or hereafter owned by Grantor;

(d) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof or appurtenant to the title to the Land, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor; and

(e) All income, rents, issues, profits and revenues of the Property from time to time accruing (including, without limitation, all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits whether held by Grantor or in a trust account, and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as an equity, of Grantor in and to the same; reserving only the right to Grantor to collect the same so long as an Event of Default has not occurred hereunder.

(f) All products and/or proceeds of any of the foregoing, including without limitation, insurance proceeds.

TOGETHER WITH all and singular the rights, tenements, hereditaments, members and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Property hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor, including but not limited to, all rents, profits, issues and revenues of the Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving only the right to Grantor to collect the same for its own account so long as Grantor is not in default hereunder.

TO HAVE AND TO HOLD the property and all parts, rights, members and appurtenances thereof unto Grantee, its respective successors and assigns, to its or their own use IN FEE SIMPLE forever.

AND Grantor covenants that Grantor is lawfully seized and possessed of the Property and has good right to convey the same as aforesaid, that the Property and every part thereof are unencumbered except for those matters (hereinafter referred to as the "Permitted Encumbrances") expressly set forth in Exhibit "B" attached hereto and by this reference made a part hereof, and that Grantor does warrant and will forever defend the title to the Property and every part thereof against the claims of all persons and entities whomsoever, except as to the Permitted Encumbrances.

This Security Deed is intended (i) to constitute a security agreement for purposes of the Uniform Commercial Code of Georgia and (ii) to operate and is to be construed as a deed passing title to the Property to Grantee and is made under those provisions of the existing laws of the State of Georgia relating to deeds to secure debt, and not as a mortgage, and is given to secure the payment of the following described indebtedness (hereinafter referred to collectively as the "Secured Indebtedness"):

(a) The debt evidenced by that certain Promissory Note dated of even date herewith, made by Grantor, payable to the order of Grantee, in the principal face amount of **ONE MILLION FOUR HUNDRED THOUSAND AND NO/100THS DOLLARS ($1,400,000.00)**, together with any and all renewals, modifications, consolidations and extensions of the indebtedness evidenced thereby, or any replacement note or notes that may be substituted for said Promissory Note after the date hereof (collectively hereinafter referred to as the "Note"), with interest on the outstanding principal at the rates provided for in the Note, with the final payment being due not later than **MARCH 10, 2009**; and

(b) Any and all additional advances made by Grantee to protect or preserve the Property or the security interest created hereby in the Property, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Grantor's obligations hereunder or for any other purpose provided herein (whether or not the original Grantor remains the owner of the Property at the time of such advances); and

(c) Any and all costs, expenses, charges, liabilities, commissions and attorneys' fees now or hereafter chargeable to or incurred by, or disbursed by, Grantee as provided for herein, or by applicable law; and

(d) Any and all other indebtedness now or hereafter owing by Grantor to Grantee under the Loan Documents, as hereinbelow defined.

The Note, this Security Deed, and all documents, instruments, deeds, mortgages and agreements now or hereafter evidencing, securing or otherwise relating to the Note, this Security Deed, or the Secured Indebtedness, together with any and all renewals, modifications, consolidations and extensions thereof, are collectively hereinafter referred to as the "Loan Documents."

Grantor and Grantee herein intend by this conveyance to establish a perpetual or indefinite security interest in the real property conveyed herein, with this statement being made pursuant to the provisions of O.C.G.A. Section 44-14-80(a)(2).

PROVIDED ALWAYS, that should the Secured Indebtedness be paid according to the tenor and effect thereof when the same shall become due and payable, then this Security Deed shall be canceled and surrendered, but otherwise shall remain in full force and effect.

AND GRANTOR HEREBY further covenants and agrees with Grantee as follows:

ARTICLE 1

1.01 Payment of Indebtedness and Performance of Obligations. Grantor will pay the Secured Indebtedness according to the tenor thereof promptly as the same shall become due, and shall perform every obligation of Grantor contained in this Security Deed, and in each and every instrument now or hereafter evidencing or securing the Secured Indebtedness, and in other Loan Documents.

1.02 Monthly Deposits. To secure further the payment of the taxes and assessments referred to in Section 1.03 below, and the payment of premiums on the insurance policies referred to in Section 1.04 below, Grantee, at its option, shall have the right to require Grantor to deposit with Grantee on the first day of each and every month a sum which, in the reasonable estimation of Grantee, shall be equal to one-twelfth of the annual taxes and assessments and one-twelfth of such annual insurance premiums; said deposits to be held by Grantee, free of interest, and free of any liens or claims on the part of creditors of Grantor and as part of the security of Grantee, and to be used by Grantee to pay current taxes, assessments and insurance premiums on the Property as the same accrue and are payable. Said deposits shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of Grantee. If said deposits are insufficient to pay the taxes, assessments and insurance premiums in full as the same become payable, Grantor shall deposit with Grantee such additional sum or sums as may be required in

order for Grantee to pay such taxes, assessments and insurance premiums in full. Upon any Event of Default hereunder or under the Note, Grantee may, at its option, apply any money in the fund resulting from said deposits to the payment of the Secured Indebtedness in such manner as Grantee may elect.

1.03 Taxes, Liens and Other Charges.

(a) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of debts secured by deeds to secure debt or the manner of collecting taxes so as to affect adversely Grantee, Grantor shall promptly pay any such tax relating to this Security Deed, the Property or the Note; if Grantor fails to make such prompt payment or if any such state, federal, municipal or other governmental law, order, rule or regulation prohibits Grantor from making such payment or would penalize Grantee if Grantor makes such payment, then the entire balance of the principal sum secured by this indenture and all interest accrued thereon shall, thirty (30) days after written notice, become due and payable at the option of Grantee. Nothing herein shall impose upon Grantor the obligation to pay any state or federal income taxes, corporate franchise taxes or net worth taxes assessed or levied against Grantee.

(b) Grantor shall pay (to the extent the same are not paid from escrowed funds provided for in Section 1.02 hereof), before the same become delinquent, all taxes, liens, assessments and charges of every character already levied or assessed or that may hereafter be levied or assessed upon or against the Property and all utility charges for the Property, whether public or private; and upon demand shall furnish Grantee receipted bills evidencing such payment.

(c) Grantor shall not suffer any mechanic's, materialmen's, laborer's, statutory or other lien to remain outstanding upon any part of the Property.

(d) Notwithstanding the provisions of Subsection 1.03(a), 1.03(b) or 1.03(c) hereinabove to the contrary, Grantor may contest the validity and/or amount of any taxes, assessments or other charges referred to in said subsections at Grantor's sole cost and expense and shall not be required to pay or discharge any obligation imposed upon Grantor in any of said subsections so long as (i) Grantor shall in good faith contest the same by appropriate legal proceedings which shall operate to prevent the collection thereof or other realization thereon and the sale, levy or forfeiture of or upon all or any part of the Property to satisfy the same, and (ii) at Grantee's request, Grantor shall deposit in escrow with a title insurance company acceptable to Grantee, or provide other security reasonably satisfactory to Grantee, an amount equal to the amount being contested plus a reasonable additional sum to cover possible costs, interest and penalties.

1.04 Insurance. Grantor shall keep or cause others to keep all buildings and improvements, whether now standing on the Property or hereafter erected, continuously insured against loss or damage by fire, by the perils covered by extended coverage insurance, by builder's risk insurance, by loss of rents or business interruption insurance and by malicious mischief and against such other hazards as Grantee, in its reasonable discretion, shall from time to time require, for the benefit of Grantee; all such insurance at all times shall be in an insurance company or companies in the amount of the full replacement cost of each such insured item and with terms acceptable to Grantee, with loss, if any, payable to Grantee as its interest may appear, pursuant to a non-contributory mortgagee clause which shall be satisfactory to Grantee; and forthwith upon the issuance of such policies Grantor shall deliver to Grantee receipts for the premiums paid thereon. In the event of the foreclosure of this Deed or any other transfer of title to the Premises in extinguishment or partial extinguishment of the Secured Indebtedness, all right, title and interest of Grantor in and to all insurance policies then in force shall pass to the purchaser or to Grantee, as the case may be, and Grantee is hereby irrevocably appointed by Grantor as attorney-in-fact for Grantor to assign any such policy to said purchaser or to Grantee, as the case may be, without accounting to Grantor for any unearned premiums thereon. At least thirty (30) days prior to the expiration date of each policy of insurance maintained pursuant to this Section 1.04, a renewal or replacement thereof satisfactory to Grantee shall be delivered to Grantee. Provided no Event of Default, as defined in Article 2 of this Security Deed, shall have occurred and be continuing hereunder, Grantor shall be authorized and empowered to adjust or compromise any loss under any insurance policies on the Property, subject to Grantee's approval of the terms of any adjustment or compromise, such approval not to be unreasonably withheld. In the event that an Event of Default shall have occurred and be continuing under this Deed to Secure Debt, the Note or any Loan Document and Security Agreement, then Grantee is hereby authorized and empowered, at its option, to adjust or compromise any such loss under any insurance policies on the Property. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Grantee, instead of to Grantor or to Grantor and Grantee jointly. In the event any insurance company fails to disburse directly and solely to Grantee but disburses to Grantor or to Grantor and Grantee jointly, Grantor agrees to immediately endorse and transfer such proceeds to Grantee. In case of loss under any such policy of insurance, Grantee may, at its option, make all or any portion of the net proceeds available to Grantor for the purpose of restoration or repair of the Property or may apply the net proceeds or any portion thereof to the payment of the indebtedness hereby secured, whether due or not.

1.05 Care of the Property.

(a) Grantor shall keep the improvements now or hereafter erected on the Property in good condition and repair, shall not commit or suffer any waste and shall not do or suffer to be done anything (other than construction, ownership, operation, maintenance and repair or renovation of improvements) which shall increase the risk of fire or other hazard to the Property or any part thereof.

(b) Grantor shall not remove or demolish nor alter the design or structural character of any building (now or hereafter erected) or other part of the Property without the prior written consent of Grantee.

(c) If the Property or any part thereof is damaged by fire or any other cause, Grantor shall give prompt written notice of the same to Grantee.

(d) Grantee or its representative is hereby authorized upon notice reasonable under the circumstances to enter upon and inspect the Property at any time during normal business hours, subject to the rights of tenants therein.

(e) Grantor shall promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Property or any part thereof. If Grantor receives notice from any federal, state or other governmental entity that the Property fails to comply with any applicable law, ordinance, rule, order or regulation, Grantor will promptly furnish a copy of such notice to Grantee.

(f) If all or any part of the Property shall be damaged by fire or other casualty, Grantor shall, upon request of Grantee, promptly restore or cause to be restored the Property, or any portion thereof specified by Grantee, to the equivalent of its condition immediately prior to such damage, and if a part of the Property shall be damaged through condemnation (which damage does not result in acceleration of the indebtedness secured hereby by Grantee, as provided in Section 1.12 below), Grantor shall, upon request of Grantee, promptly restore, repair or alter the remaining part of the Property in a manner reasonably satisfactory to Grantee. In the event Grantor is required pursuant to the provisions contained herein to restore, repair or alter the Property after fire, other casualty or condemnation, Grantee agrees that it shall make any net insurance proceeds or condemnation proceeds available to Grantor, pursuant to procedures satisfactory to Grantee, for the purpose of paying the cost of such restoration, repair or alteration.

1.06 Further Assurances. At any time, and from time to time, upon request by Grantee, Grantor shall make, execute and deliver or cause to be made, executed and delivered, to Grantee, any and all other further instruments, certificates and other documents as may be reasonably necessary in order to effectuate, complete or perfect or to continue and preserve the obligations of Grantor under the Note and the security interest of this Deed to Secure Debt and Security Agreement. Upon any failure of Grantor so to do, Grantee may make, execute and record any and all such instruments, certificates and documents for and in the name of Grantor and Grantor hereby irrevocably appoints Grantee as the agent and attorney-in-fact of Grantor so to do. The conveyance of this Deed to Secure Debt and Security Agreement and the security interest created hereby will automatically attach, without further act, to all after-acquired land or other property attached to and/or used in the operation of the Property or any part thereof, except to the extent expressly released by Grantee.

1.07 Leases Affecting the Property. Grantor shall perform all material covenants to be performed by the landlord under any and all leases now or hereafter on the Property or any part thereof and shall not, without the written consent of Grantee, cancel, surrender or modify any such lease. Grantor shall furnish Grantee signed copies of all leases on the Property or any part thereof promptly after their execution. Grantor shall, by written instrument in form and substance satisfactory to Grantee, assign to Grantee Grantor's interest in each and every lease hereafter entered into by Grantor with respect to all or any part of the Property. The terms "lease" and "leases" as used in this Section 1.07 shall include all tenancies.

1.08 Expenses. Grantor shall pay or reimburse Grantee for all fees, costs and expenses incurred by Grantee with respect to any and all transactions contemplated herein including, without limiting the generality of the foregoing, all title and conveyancing charges, recording and filing fees, mortgage taxes, intangible personal property taxes, escrow fees, revenue and tax stamp expenses, insurance premiums (including title insurance premiums), brokerage commissions, finder's fees, court costs, surveyors', photographers', appraisers', architects', engineers', accountants' and attorneys' fees and disbursements, and will reimburse to Grantee all of the foregoing expenses paid by Grantee which have been or may be incurred by Grantee with respect to any or all of the transactions contemplated herein. In addition to the foregoing, if any action or proceeding be commenced (including but not limited to any action to foreclose this Security Deed or to collect the Secured Indebtedness), to which action or proceeding Grantee is made a party, or in which it becomes necessary to defend or uphold the lien of this Security Deed, or in which Grantee is served with any legal process, discovery notice or subpoena relating to Grantee's lending to Grantor or accepting a guaranty from a guarantor of the Secured Indebtedness, Grantor will reimburse to Grantee all of the foregoing expenses (including, without limitation, the cost of any environmental audit) which have been or may be incurred by Grantee with respect to the foregoing. All sums paid by Grantee for the expense of any litigation to prosecute or defend the rights and lien created by this Security Deed or to appear or to take action in response to any such legal process, discovery notice or subpoena (including attorneys' fees and disbursements) shall be paid by Grantor, upon demand by Grantee, and any such sum shall be a lien on the Property, prior to any right, or title to, interest in or claim upon the Property attaching or accruing subsequent to the lien of this Security Deed, and shall be deemed to be secured by this Security Deed. In any action or proceeding to foreclose this Security Deed, or to recover or collect the Secured Indebtedness, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

1.09 Estoppel Affidavits. Grantor shall, upon ten (10) days prior written notice, furnish Grantee a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not, to the best knowledge of Grantor, any off-sets or defenses exist against such principal and interest, and, if such offsets or defenses exist, stating in detail the specific facts relating to each such offset or defense.

1.10 Subrogation. Grantee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the Secured Indebtedness

secured hereby, notwithstanding that any instrument providing public notice of same shall be satisfied and canceled of record.

1.11 Performance by Grantee of Defaults by Grantor. If Grantor shall fail to pay any tax, lien, assessment or charge levied or assessed against the Property, any utility charge, whether public or private, required to be paid hereunder or any insurance premium required to be paid in connection with the procurement of insurance coverage and the delivery of the insurance policies required hereunder, or if Grantor shall fail to perform or observe any covenant, term or condition of any leases affecting all or any part of the Property or any other covenant, condition or term of this Deed to Secure Debt and Security Agreement, then Grantee, at its option, after the giving of any notice and expiration of any cure period provided for herein, may perform or observe the same, and all payments made or costs incurred by Grantee in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Grantor to Grantee with interest thereon at the default rate of interest under the Note. Notwithstanding the foregoing, with respect to any payments permitted hereunder other than insurance premiums, Grantee shall not make any such payments without first giving Grantor ten (10) calendar days prior written notice of its intention to do so; provided, however, that if Grantee in its good faith judgment determines that its failure so to make any of the payments permitted hereunder prior to the end of such ten (10) calendar day period would adversely affect either the Property or its security interest therein, then in such event Grantee shall have the right to make such payment prior to the end of such ten (10) calendar day period, and any such payment shall be covered by the terms of this Section 1.11. Grantee shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim, premium and obligation, of the necessity for any such actions, and of the amount necessary to be paid in satisfaction thereof. Grantee is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof (subject to rights of tenants thereof) upon notice reasonable in the circumstances for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to Grantor or any other person in possession holding under Grantor except to the extent of the gross negligence or willful misconduct of Grantee or its agents and employees.

1.12 Condemnation. If all or any material part of the Property shall be damaged or taken through condemnation (which term when used in this Deed to Secure Debt and Security Agreement shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), the entire indebtedness secured hereby shall, at the option of Grantee, become immediately due and payable. Grantee shall be entitled to all compensation, awards and other payments or relief arising from any such condemnation. If the condemnation shall result in a taking of less than a material portion of the Property, then Grantee, after deducting from said condemnation proceeds all of its expenses incurred in the collection and administration of such sums, including attorney's fees, shall make the net proceeds available to Grantor for the repair and/or restoration of the Property. Provided no Event of Default shall have occurred and be continuing hereunder, then Grantor shall be authorized, at its option, to commence, appear in and prosecute through counsel selected by Grantor and reasonably acceptable to Grantee, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection

therewith, subject to Grantee's approval of the terms of any such settlement or compromise. In the event that an Event of Default shall have occurred and be continuing under this Deed to Secure Debt and Security Agreement or any of the other Loan Documents, then Grantor, immediately upon obtaining knowledge of the institution, or the proposed, contemplated or threatened institution, of any action or proceeding for the taking through condemnation of the Property or any part thereof, will promptly notify Grantee, and Grantee is hereby authorized and empowered, at its option, to commence, appear in, and prosecute any such action or proceeding and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by Grantor to Grantee, who after deducting therefrom all its expenses, including attorney's fees, may release any monies so received by it without affecting the security interest of this Deed to Secure Debt and Security Agreement. Grantor agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds as Grantee may reasonably require. If, prior to the receipt by Grantee of such award or proceeds, the Property shall have been sold on foreclosure of this Security Deed, or by deed in lieu thereof, or under the power of sale herein granted, Grantee shall have the right to receive such award or proceeds to the extent of any unpaid Secured Indebtedness following such sale, with legal interest thereon, whether or not a deficiency judgment on this Security Deed or the Note shall have been sought or recovered, and to the extent of counsel fees, costs and disbursements incurred by Grantee in connection with the collection of such award or proceeds. As used herein, a "material" portion of the Property shall mean any portion of the Property such that the condemnation thereof will in the reasonable judgment of Grantee substantially adversely affect the construction or operation of the project contemplated by the Loan Documents for its intended purposes or the rental income therefrom.

1.13 Operating Statements. Grantor shall maintain, or cause to be maintained, accurate records of Grantor's income and expenses in connection with the operation of the Property and shall promptly furnish to Grantee semi-annually within sixty (60) days after the period to which they relate, updated financial statements, prepared in accordance with generally accepted accounting principles consistently applied, certified by Grantor and itemizing all material financial information with respect to the operation of the Property, including, but not limited to, sources of income, expenses and balance sheets of the Property for the calendar year just ended, as the case may be. Grantor will furnish to Grantee monthly operating statements (in a format acceptable to Grantee) and monthly reports concerning the leasing of the Property, including a rent roll and a status report regarding leasing efforts, and such other reports and information, and at such intervals, regarding the Property and the financial condition of Grantor as Grantee may reasonably request. Grantor agrees to permit Grantee upon reasonable notice to inspect the books and accounts of Grantor relating to the Property during normal business hours. Failure to furnish such data shall constitute a default by Grantor hereunder.

1.14 Security Agreement.

(a) With respect to the machinery, apparatus, equipment, fittings, fixtures, building supplies and materials, articles of personal property, chattels, chattel paper, documents,

inventory, accounts, farm products, consumer goods and general intangibles of Grantor referred to or described in this Deed to Secure Debt and Security Agreement, or in any way connected with the use and enjoyment of the Property, this Deed to Secure Debt and Security Agreement is hereby made and declared to be a security agreement encumbering each and every item of such property included herein as a part of the Property, in compliance with the provision of the Georgia Uniform Commercial Code. Upon request by Grantee, at any time and from time to time, a financing statement or statements reciting this Deed to Secure Debt and Security Agreement to be a security agreement affecting all of such property shall be executed by Grantor and Grantee and appropriately filed. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Deed to Secure Debt and Security Agreement shall be (i) as prescribed herein, or (ii) as prescribed by general law, or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified in said Uniform Commercial Code, all at Grantee's sole election. Grantor and Grantee agree that the filing of any such financing statement or statements in the records normally having to do with personal property shall not in any way affect the agreement of Grantor and Grantee that everything used in connection with the production of income from the Property or adapted for use therein or which is described or reflected in this Deed to Secure Debt and Security Agreement, is, and at all times and for all purposes and in all proceedings, both legal or equitable, shall be, regarded as part of the real estate conveyed hereby regardless of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in an exhibit to this Deed to Secure Debt and Security Agreement, or (iii) any such item is referred to or reflected in any such financing statement or statements so filed at any time. Similarly, the mention in any such financing statement or statements of the rights in and to (i) the proceeds of any fire and/or hazard insurance policy, or (ii) any award in eminent domain proceedings for a taking or for loss of value, or (iii) Grantee's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Property, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of Grantee as determined by this Deed to Secure Debt and Security Agreement or affect the priority of Grantee's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement or statements is solely for the protection of Grantee in the event any court shall at any time hold with respect to the foregoing clauses (i), (ii) or (iii) of this sentence, that notice of Grantee's priority of interest, to be effective against a particular class of persons, must be filed in the appropriate Uniform Commercial Code records.

(b) Grantor warrants that the location of the collateral is or will be upon the Land (excepting materials intended to be located thereon and stored temporarily off-site). Grantor covenants and agrees with Grantee that Grantor will furnish Grantee with notice of any change in the principal place of business of Grantor within thirty (30) calendar days of the effective date of any change and Grantor will promptly execute any financing statements or other instruments deemed necessary by Grantee to prevent any filed financing statement from becoming misleading or losing its status.

1.15 Construction Materials. In addition to the interests in and to the Property granted, bargained, sold and conveyed by Grantor to Grantee as set forth hereinabove, Grantor has also granted, bargained, sold and mortgaged, and by these presents does grant, bargain, sell and mortgage unto Grantee all building materials, equipment and appliances, including without limiting the generality of the foregoing, bricks, mortar, lumber and other items and equipment, which are acquired by Grantor to be placed upon or used in connection with the Property, whether or not such materials are located upon or attached to the Property, and all guaranties and warranties of workmanship or quality relating to said building materials, equipment and appliances, or other personal property and improvements and the construction and installation thereof, and all contract rights, business names and other intangibles of Grantor relating to the construction, equipment and operation of the Property; and all of the items and types of items identified in this Section 1.15 shall also be included within the meaning of the term "Property" as used in this instrument.

1.16 Conveyance of the Property. Grantor hereby acknowledges and confirms that the identity and expertise of Grantor are material circumstances upon which Grantee has relied in connection with the sums advanced herein, and any change in such identity or expertise could materially impair or jeopardize the security afforded to Grantee by this Deed to Secure Debt and Security Agreement for the payment of the principal amount of the Secured Indebtedness. Accordingly:

(a) Grantor shall not, without the prior written consent of Grantee, which may be exercised arbitrarily and withheld for any reason or no reason, voluntarily or by operation of law, sell, transfer, lease to one entity in its entirety, convey or assign all or any part of the legal or equitable title to the Property, or any part of, or interest in, the Property. For purposes hereof, the change or transfer or encumbrance of the legal or equitable ownership of any interest in Grantor, or the change or transfer of any direct or indirect interest in Grantor shall constitute a transfer of the Property.

(b) Grantor shall not, without the prior written consent of Grantee, voluntarily or by operation of law, mortgage, encumber, transfer, convey or assign the Property, or any part of, or interest in, the Property, as security for an indebtedness other than for the Secured Indebtedness.

Notwithstanding anything to the contrary contained above in this Subsection 1.16, in the event any of the Property is sold, transferred or otherwise conveyed by Grantor, Grantor shall have the right to substitute like property or properties as collateral for the Secured Indebtedness in order to maintain, at a minimum, a fifty percent (50.00%) loan-to-value ratio based on the outstanding balance of the Secured Indebtedness at the time of such substitution of collateral, said right being subject to Grantee's right to approve said substitute property or properties in Grantee's sole and absolute discretion

Notwithstanding anything provided to the contrary in Section 2.01 hereinbelow, in the event Grantor breaches any term of this Section 1.16, such breach shall entitle Grantee immediately to exercise all rights and remedies provided herein, and Grantor shall not be entitled to any cure period in connection therewith.

1.17 Litigation. Grantor shall promptly give notice in writing to Grantee of any litigation commenced or threatened affecting the Property.

1.18 Hazardous Materials. To the best of Grantor's knowledge, the Property (including the land, surface water, ground water and all improvements) is free of the following:

(a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;

(b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;

(c) any substance the presence of which on the Property is prohibited by any law similar to those set forth in this Section 1.18;

(d) any asbestos fire proofing or insulation or other form of building materials or substances which may, if not properly handled, pose a threat to the health of building users and occupants;

(e) contamination resulting from any oil or petroleum products and their by-products;

(f) any polychlorinated biphenyls ("PCBs"); and

(g) contamination resulting from any materials which, under federal, state or local law, statute, ordinance or regulations, or court or administrative order or decree, or private agreement (hereinafter referred to collectively as "Environmental Requirements") require special handling in collection, storage, treatment or disposal because of toxic, flammable, explosive, corrosive, reactive, or radioactive properties or because of properties that may be hazardous or harmful to the environment or human health [items (a)-(g) are hereinafter referred to collectively as "Hazardous Materials"].

Grantor hereby warrants and represents to Grantee that with regard to the Property and all activities on the Property, Grantor has not received any verbal or written notice of, and is unaware of, any violation or any action, judicial or administrative, relating to the violation, of any of the Environmental Requirements. Further, Grantor warrants and represents to Grantee that it has not actually received, and is unaware of, any notice under any of the Environmental

Requirements relating to the existence of any contamination or Hazardous Materials on the Property. Further, Grantor warrants and represents to Grantee that it has not spilled, leaked or in any other manner released any Hazardous Materials on the Property in amounts which would create an imminent and substantial endangerment to health, welfare or the environment or in a manner violating any Environmental Requirements, and that to the best of Grantor's knowledge, no other person has spilled, leaked or in any other manner released any Hazardous Materials on the Property in amounts which would create an imminent and substantial endangerment to health, welfare or the environment or in a manner violating any Environmental Requirements. Grantor shall not hereafter (i) cause or suffer to occur a release, spillage, leak, uncontrolled loss, seepage or filtration of any Hazardous Materials at, upon or within the Property or any contiguous real estate in amounts which would create an imminent and substantial endangerment to health, welfare or the environment or in a manner violating any Environmental Requirements, (ii) engage in any activity, or permit any tenant or occupant of the Property to engage in any activity, that could lead to the imposition of liability on such tenant or occupant or on Grantor or the creation of a lien on the Property, under the Environmental Requirements, except for activities involving chemicals, substances and materials routinely used in the construction of improvements such as the improvements to be constructed on the Land or used in the day-to-day operation, cleaning, maintenance and landscaping of properties such as the Property, including chemicals, substances and materials sold by tenants of the Property in the ordinary course of their business, provided that at all times Grantor shall cause any such chemicals, substances and materials to be used, stored, handled and disposed of in compliance with all applicable Environmental Requirements. If Grantor shall fail to take or cause to be taken any and all actions as may be necessary to comply with all Environmental Requirements, Grantee may make advances or payments towards performance or satisfaction of the same, but shall be under no obligation to do so; and any sums so advanced or paid, including, without limitation, all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, attorneys' fees, fines or other penalty payments, shall be reimbursed by Grantor to Grantee in accordance with the provisions of Section 1.11 hereinabove. Grantor shall and does hereby agree to indemnify and hold Grantee harmless from and against any and all loss, expense and charge whatsoever, including, without limitation, all court costs and attorneys' fees, arising out of or in connection with any matter or thing relating to Environmental Requirements or Hazardous Materials and arising out of events or circumstances occurring or existing prior to or during the period of Grantor's ownership of the Property, except to the extent directly caused by the gross negligence or willful misconduct of Grantee or its agents, including, without limitation, if Grantee is made a party to any action or suit brought under any of the Environmental Requirements. It is expressly agreed by Grantor that this covenant of indemnification shall survive any payment and satisfaction of the indebtedness evidenced by the Note and secured hereby and the release and satisfaction of this Deed to Secure Debt and Security Agreement and the Loan Documents, and shall continue so long as the risk or potential of any such expense, damage, loss or liability of Grantee exists. Without limiting the generality of the foregoing, the foregoing covenant of indemnification shall inure to the benefit of Grantee, in the event Grantee becomes the successor-in-interest to Grantor with respect to the Property; provided, however, that the foregoing covenant of indemnification shall not extend to

any expense, damage or loss arising directly from the acts of Grantee in the event Grantee becomes the successor-in-interest to Grantor with respect to the Property.

1.19 Americans with Disabilities Act. Grantor, at its sole cost and expense, shall promptly and at all times and from time to time comply with all requirements of Title III of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the regulations promulgated in connection therewith, 28 CFR Part 36, and the applicable ADA Accessibility Guidelines. Grantor hereby indemnifies and holds harmless Grantee against and from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges and expenses, of any nature whatsoever suffered or incurred by Grantee, whether as grantee of this Deed to Secure Debt, as mortgagee in possession, or as successor-in-interest to Grantor by foreclosure deed or deed in lieu of foreclosure, in connection with the foregoing provision.

ARTICLE 2

2.01 Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" by Grantor hereunder:

(a) Grantor shall fail to pay in full when due and payable any installment of principal, interest or escrow deposits, as required by the Note, this Deed to Secure Debt and Security Agreement, or otherwise, and such failure shall not be cured within five (5) calendar days from the due date thereof; or

(b) Grantor fails duly to observe any covenant, condition or agreement of this Deed to Secure Debt and Security Agreement or of any other instrument evidencing or securing the Secured Indebtedness and such failure is not cured within fifteen (15) calendar days after the effective date of written notice from Grantee to Grantor unless a shorter cure period for any specific covenant or condition is specified herein; or

(c) There shall have occurred a "Default" or an "Event of Default" under and as defined in any of the other Loan Documents; or

(d) Any warranties or representations made or agreed to be made in this Deed to Secure Debt and Security Agreement or in any other instrument evidencing or securing the Secured Indebtedness shall be breached by Grantor or shall prove to be false or materially misleading; or

(e) Any lien or claim of lien for labor, material, taxes, or otherwise shall be filed against the Property and not be removed, bonded, or contested in accordance with the terms of Subsection 1.03(d) above within thirty (30) calendar days after the date of Grantor's receipt of actual notice of such filing; or

(f) A levy shall be made under any process on, or a receiver be appointed for, the Property or any other property of Grantor and such levy not be removed or receiver dismissed within thirty (30) calendar days of date of process or appointment; or

(g) Grantor, or any current or future guarantor of the Secured Indebtedness (hereinafter called a "Guarantor") shall file a voluntary petition in bankruptcy, or any other petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other similar relief for debtors; or

(h) Grantor or any Guarantor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Grantor or of any Guarantor or of all or any part of the Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof; or

(i) Grantor or any Guarantor shall make any general assignment for the benefit of creditors; or

(j) Grantor or any Guarantor shall commence or have instituted against it the process of dissolution, liquidation, or both dissolution and liquidation; or

(k) (i) There shall be filed a petition against Grantor, or any Guarantor, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or (ii) there shall be filed a petition seeking the appointment of any trustee, receiver or liquidator of Grantor, or of any Guarantor, or of all or any substantial part of the Property, or of any or all of the income, rents, issues, profits or revenues thereof, unless any such petition described in the foregoing clauses (i) and (ii) of this Subsection 2.01(k) shall be dismissed within sixty (60) days after such filing, but in any event prior to the entry of an order, judgment or decree approving such petition; or

(l) There shall occur, a breach of the covenants and provisions of Sections 1.16 or 1.18 hereof; or

(m) Grantor shall, without the prior written consent of Grantee, voluntarily or by operation of law, transfer, convey or assign the Property, or any part of, or interest in, the Property as security for an indebtedness other than for the indebtedness secured hereby.

Any periods of grace, cure or notice provided for the benefit of Grantor in this Security Deed and in the other Loan Documents shall run concurrently and not consecutively.

2.02 Acceleration of Maturity. If an Event of Default shall have occurred hereunder, then the whole unpaid principal sum of the Secured Indebtedness and all interest and other

charges accrued and accruing under the Note, this Security Deed and the other Loan Documents shall, at the option of Grantee, become due and payable without notice or demand by Grantee, except as set forth herein, time being of the essence of this Deed to Secure Debt and Security Agreement and of the Secured Indebtedness, and thereafter such Event of Default may be cured only by the payment of such entire principal balance and all other sums due and payable hereunder and thereunder; and no omission on the part of Grantee to exercise such option when entitled so to do shall be considered as a waiver of such right.

2.03 Right to Enter and Take Possession.

(a) If any Event of Default shall have occurred and be continuing, Grantor, upon demand of Grantee, shall forthwith surrender to Grantee the actual possession of the Property and, to the extent permitted by law, Grantee itself, or by such officers or agents as it may appoint, may enter and take possession of the Property and may exclude Grantor and Grantor's agents and employees wholly therefrom.

(b) If Grantor shall for any reason fail to surrender or deliver the Property or any part thereof after such demand by Grantee, Grantee may obtain a judgment or decree conferring upon Grantee the right to immediate possession or requiring Grantor to deliver immediate possession of the Property to Grantee, and Grantor hereby specifically consents to the entry of such judgment or decree. Grantor shall pay to Grantee, upon demand, all expenses of obtaining such judgment or decree, including compensation to Grantee, its attorneys and agents, and all such expenses and compensation shall, until paid, become part of the Secured Indebtedness and shall be secured by this Deed to Secure Debt and Security Agreement.

(c) Upon every such entering and taking of possession, Grantee may hold, store, use, operate, manage, control, and maintain the Property and conduct the business thereof, and, from time to time, (i) make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Property insured; (iii) manage and operate the Property and exercise all the rights and powers of Grantor, in its name or otherwise, with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Grantee; all as Grantee may from time to time determine to be to its best advantage; and Grantee may collect and receive all of the income, rents, profits, issues and revenues of the Property, including those past due as well as those accruing thereafter and, after deducting (aa) all expenses of taking, holding, managing and operating the Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases, and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other charges as Grantee may determine to pay, (ee) other proper charges upon the Property or any part thereof and (ff) the compensation and expenses of attorneys and agents of Grantee, shall apply the remainder of the money so received by Grantee to the payment of the Secured Indebtedness. Notwithstanding anything provided herein to the

contrary, Grantee shall not be obligated to discharge or perform the duties of a landlord to any tenant or incur any liability as a result of any exercise by Grantee of its rights under this Deed to Secure Debt and Security Agreement, and Grantee shall be liable to account only for the rents, income, issues and profits actually received by Grantee.

(d) For the purpose of carrying out the provisions of this Section 2.03, Grantor hereby constitutes and appoints Grantee the true and lawful agent and attorney in fact of Grantor to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these presents, ratify and confirm any and all actions of said attorney in fact in the Property.

(e) In the event any such Event of Default by Grantor hereunder is cured and satisfied to the satisfaction of Grantee prior to any action taken to enforce the Security Deed pursuant to Section 2.05 below such that Grantee returns possession of the Property to Grantor, the right of Grantee to take possession from time to time pursuant to this Section 2.03 shall exist upon the occurrence of any subsequent Event of Default hereunder.

(f) In the event that Grantor and Grantee have entered into a separate Assignment of Rents, or similarly styled agreement, the terms of such agreement shall control in case any terms or provisions thereof may contradict with this Section 2.03.

2.04 Receiver. If an Event of Default shall have occurred hereunder, Grantee, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the occupancy or value of any security for the Secured Indebtedness or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the State of Georgia. Grantor shall pay unto Grantee upon demand all expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions of this Section 2.04 and any such amounts paid by Grantor shall be added to the Secured Indebtedness and shall be secured by this Deed to Secure Debt and Security Agreement.

2.05 Enforcement.

(a) If the Secured Indebtedness is not paid in full when the same shall become due, whether by acceleration or otherwise, Grantee, at its option, may sell the Property or any part of the Property at public sale or sales before the door of the courthouse of the county in which the Property or any part of the Property is situated, to the highest bidder for cash, in order to pay the Secured Indebtedness and all expenses of the sale and of all proceedings in connection therewith, including attorney's fees actually incurred after advertising the time, place and terms of sale once a week for four (4) weeks immediately preceding such sale (but without regard to the number of days) in a newspaper in which Sheriff's sales are advertised in said county. At any such public sale, Grantee may execute and deliver to the purchaser a conveyance of the Property

or any part of the Property in fee simple, with full warranties of title, and to this end, Grantor hereby constitutes and appoints Grantee the agent and attorney-in-fact of Grantor to make such sale and conveyance, and thereby to divest Grantor of all right, title or equity that Grantor may have in and to the Property and to vest the same in the purchaser or purchasers at such sale or sales, and all the acts and doings of said agent and attorney-in-fact are hereby ratified and confirmed and any recitals in said conveyance or conveyances as to facts essential to a valid sale shall be binding upon Grantor. The aforesaid power of sale and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative of the other remedies provided hereby or by law for collection of the Secured Indebtedness and shall not be exhausted by one exercise thereof but may be exercised until full payment of all of the Secured Indebtedness. In the event of any sale under this Security Deed by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceeding or otherwise, the Property may be sold as an entirety or in separate parcels and in such manner or order as Grantee in its sole discretion may elect, and if Grantee so elects, Grantee may sell the personal property covered by this Security Deed at one or more separate sales in any manner permitted by the Uniform Commercial Code of the State of Georgia, and one or more exercises of the powers herein granted shall not extinguish nor exhaust such powers, until the entire Property is sold or the Secured Indebtedness is paid in full. If the Secured Indebtedness is now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Grantee may at its option exhaust the remedies granted under any of said security instruments either concurrently or independently, and in such order as Grantee may determine.

(b) If an Event of Default shall have occurred, Grantee may, in addition to and not in abrogation of the rights covered under subsection (a) of this Section 2.05, either with or without entry or taking possession as herein provided or otherwise, proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy (i) to enforce payment of the Note or the performance of any term, covenant, condition or agreement of this Security Deed or any other right, and (ii) to pursue any other remedy available to it, all as Grantee shall determine most effectual for such purposes.

2.06 Application of Proceeds of Sale. In the event of a foreclosure or a sale of all or any portion of the Property under the power herein granted, the proceeds of said sale shall be applied first to the payment of expenses of such sale and of all proceedings in connection therewith, including attorney's fees actually incurred, to insurance premiums, liens, assessments, taxes and charges, including utility charges advanced by Grantee, to all other advances made by Grantee pursuant to this Security Deed, then to the accrued interest on the principal indebtedness secured hereby, then to payment of the outstanding principal balance of the Secured Indebtedness; and the remainder, if any, shall be paid to Grantor, or to the person or entity lawfully entitled thereto.

2.07 Purchase by Grantee. Upon any foreclosure sale or sale of all or any portion of the Property under the power herein granted, Grantee may bid for and purchase the Property and

shall be entitled to apply all or any part of the Secured Indebtedness as a credit to the purchase price.

2.08 Grantor as Tenant Holding Over. In the event of any such sale under the power herein granted, Grantor (if Grantor shall remain in possession) shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

2.09 Intentionally left blank.

2.10 Discontinuance of Proceedings and Restoration of the Parties. In case Grantee shall have proceeded to enforce any right or remedy under this Deed to Secure Debt and Security Agreement by receiver, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to Grantee, then and in every such case Grantor and Grantee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Grantee shall continue as if no such proceeding had been taken.

2.11 Remedies Cumulative. No right, power or remedy conferred upon or reserved by Grantee by this Deed to Secure Debt and Security Agreement is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.12 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. Grantor agrees, to the full extent permitted by law, that in case of an Event of Default hereunder, neither Grantor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, exemption, homestead or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed to Secure Debt and Security Agreement, or the absolute sale of the Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Grantor, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof.

2.13 Leases. The failure of Grantee to make any tenants of the Property parties to any foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be, by Grantor a defense to any proceedings instituted by Grantee to collect the sums secured hereby.

2.14 Waiver.

(a) No delay or omission of Grantee or of any holder of this Deed to Secure Debt and Security Agreement to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default, or acquiescence therein; and every right, power and remedy given by this Deed to Secure Debt and Security Agreement to Grantee may be exercised from time to time and as often as may be deemed expedient by Grantee. Failure on the part of Grantee to complain of any act or failure to act or to declare an Event of Default hereunder, irrespective of how long such failure continues, shall not constitute a waiver by Grantee of its rights hereunder or impair any rights, powers or remedies consequent on any breach or Event of Default by Grantor. This Deed to Secure Debt and Security Agreement shall remain in full force and effect during any postponement or extension of the time of payment of the Secured Indebtedness or any part thereof.

(b) If Grantee (i) grants forbearance or an extension of time for the payment of any sums secured hereby; (ii) takes other or additional security for the payment of any sums secured hereby; (iii) waives or does not exercise any right granted herein or in the Note; (iv) releases any part of the Property from this Deed to Secure Debt and Security Agreement or otherwise changes any of the terms, covenants, conditions or agreements of the Note or this Deed to Secure Debt and Security Agreement; (v) consents to the filing of any map, plat or replat affecting the Property; (vi) consents to the granting of any easement or other right affecting the Property; or (vii) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, this Deed to Secure Debt and Security Agreement or any other obligation of Grantor or any subsequent purchaser of the Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude Grantee from exercising any right, power or privilege herein granted or intended to be granted in the event of any Event of Default then made or of any subsequent Event of Default; nor, except as otherwise expressly provided in an instrument or instruments executed by Grantee, shall the conveyance and lien of this Deed to Secure Debt and Security Agreement be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Property, Grantee, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Property or the Secured Indebtedness, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings.

2.15 Suits to Protect the Property. Grantee shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Property by any acts which may be unlawful or any violation of this Deed to Secure Debt and Security Agreement, (b) to preserve or protect its interest in the Property and in the rents, issues, profits and revenues arising therefrom, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would

impair the security hereunder or be prejudicial to the interest of Grantee; provided, however, Grantee shall not institute or maintain any such suits or proceedings against parties other than Grantor unless and until Grantee shall have first made upon Grantor such request so to do as shall then be reasonable under the circumstances, and Grantor shall have thereupon failed either to institute and maintain such suit or to otherwise cure or correct any such matters or circumstances.

2.16 Grantee May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Grantor, its creditors or its property, Grantee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Grantee allowed in such proceedings for the entire amount due and payable by Grantor under this Deed to Secure Debt and Security Agreement at the date of the institution of such proceedings and for any additional amount which may become due and payable by Grantor hereunder after such date.

2.17 WAIVER OF GRANTOR'S RIGHTS. BY EXECUTION OF THIS SECURITY DEED, GRANTOR EXPRESSLY: (A) ACKNOWLEDGES THE RIGHT OF GRANTEE TO ACCELERATE THE INDEBTEDNESS EVIDENCED BY THE NOTE AND ANY OTHER INDEBTEDNESS AND THE POWER OF ATTORNEY GIVEN HEREIN TO GRANTEE TO SELL THE PROPERTY BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS SECURITY DEED; (B) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE CONSTITUTION OF THE UNITED STATES (INCLUDING, WITHOUT LIMITATION, THE FIFTH AND FOURTEENTH AMENDMENTS THEREOF), THE VARIOUS PROVISIONS OF THE CONSTITUTIONS OF THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW, (1) TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY GRANTEE OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO GRANTEE, EXCEPT SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS SECURITY DEED AND (2) CONCERNING THE APPLICATION, RIGHTS OR BENEFITS OF ANY STATUTE OF LIMITATION OR ANY MORATORIUM, REINSTATEMENT, MARSHALLING, FORBEARANCE, APPRAISEMENT, VALUATION, STAY, EXTENSION, HOMESTEAD, EXEMPTION OR REDEMPTION LAWS; AND (C) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED FOR LOAN TRANSACTION AND THAT THIS SECURITY DEED IS VALID AND ENFORCEABLE BY GRANTEE AGAINST GRANTOR IN ACCORDANCE WITH ALL THE TERMS AND CONDITIONS HEREOF.

ARTICLE 3

3.01 Successors and Assigns Included in Parties. Whenever in this Deed to Secure Debt and Security Agreement one of the parties hereto is named or referred to, the legal representatives, successors and permitted assigns of such parties shall be included and all covenants and agreements contained in this indenture by or on behalf of Grantor and by or on behalf of Grantee shall bind and inure to the benefit of their respective heirs, executors, legal representatives, successors and permitted assigns, whether so expressed or not.

3.02 Headings. The headings of the sections, paragraphs and subdivisions of this Deed to Secure Debt and Security Agreement are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

3.03 Invalid Provisions to Affect No Others. If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; in no event and under no circumstances whatsoever shall Grantor be charged more than the highest lawful rate of interest permitted under applicable law; if any clause or provision herein contained operates or would prospectively operate to invalidate or impair the enforceability of this Deed to Secure Debt and Security Agreement in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Deed to Secure Debt and Security Agreement shall remain operative and in full force and effect, and shall be enforced to the greatest extent permitted by law.

3.04 Number and Gender. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

3.05 Notices. Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Deed to Secure Debt and Security Agreement shall be in writing, signed by or on behalf of the party giving the same, and shall be delivered personally, by recognized overnight courier service, or, if mailed, sent by certified United States Mail, postage prepaid, return receipt requested, to the other party at the address of such other party set forth below or at such other address within the continental United States of America as such other party may designate by notice given in accordance herewith; provided further that no notice of change of address shall be effective until the date of receipt thereof. The effective date of such notice shall be the sooner to occur of the date of actual receipt, regardless of the method of delivery, or the date which is two (2) business days after the date on which the notice is postmarked by the United States Postal Service. Delivery to a party or to any officer, partner, agent or employee of such party at the designated address shall constitute effective delivery for purposes hereof. Rejection or other refusal to claim or accept or inability to deliver because of changed address of which no notice was given as prescribed herein shall not affect the effective date of any such notice, election or demand sent as aforesaid. Any such notice, demand, or request shall be addressed as follows:

If to Grantee:	First Intercontinental Bank 5593 Buford Highway Doraville, Georgia 30340 Attn: Ashley Barsoum, Senior Vice President
with a copy to:	Andersen, Tate, Mahaffey & McGarity, P.C. 1505 Lakes Parkway, Suite 100 Post Office Box 2000 Lawrenceville, Georgia 30046 Attn: Michael J. Hay, Esq.
If to Grantor:	United Real Property Investment, LLC 625 Holcomb Bridge Road Norcross, Georgia 30071 Attn: Reza Abree, Manager

ARTICLE 4

4.01 Governing Law. This Deed to Secure Debt and Security Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Georgia, without reference to the application of the choice of law principles.

4.02 Time of Essence. Time is of the essence in the performance of all obligations hereunder.

4.03 Assignment. This Deed to Secure Debt and Security Agreement is assignable by Grantee and any assignment hereof by Grantee shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Grantee.

4.04 Replacement of Note. Upon receipt of evidence reasonably satisfactory to Grantor of the loss, theft, destruction or mutilation of the Note, and in the case of any such loss, theft or destruction, upon delivery of an indemnity agreement reasonably satisfactory to Grantor or, in the case of any such mutilation, upon surrender of the Note, Grantor shall sign in lieu thereof a new note, dated the date to which interest has been paid on the lost, stolen, destroyed or mutilated Note and otherwise of like tenor, with appropriate variations.

4.05 Attorneys' Fees. Whenever in any of the Loan Documents Grantor is obligated to pay the legal fees of Grantee's counsel, such obligation shall be limited to the fees of Grantee's counsel which are actually incurred.

IN WITNESS WHEREOF, Grantor has executed this Deed to Secure Debt and Security Agreement under seal as of the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

UNITED REAL PROPERTY INVESTMENT, LLC,
a Georgia limited liability company

Unofficial Witness

By:_____(SEAL)
Reza Abree, Manager

Notary Public

[NOTARY SEAL]

MATT S. SMITH NOTARY MY COMMISSION EXPIRES DEC. 3, 2006 PUBLIC FULTON COUNTY, GEORGIA

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EXHIBIT "A"

LEGAL DESCRIPTION

TRACT 1 - 524 Whitehall Street

All that tract or parcel of land lying and being in Land Lot 85 of the 14th District of Fulton County, Georgia and being more particularly described as follows:

Commence from the intersection of the eastern right-of-way of Humphries Street (30 foot right-of-way) with the southern right-of-way of Whitehall Street (60 foot right-of-way) thence along the southern right-of-way of Whitehall street North 66 degrees, 57 minutes, 27 seconds East, a distance of 209.00 feet to an iron pin, said iron pin being the TRUE POINT-OF-BEGINNING.

Thence along the southern right-of-way of Whitehall Street North 66 degrees, 57 minutes, 27 seconds East, a distance of 255.37 feet to a point, thence South 22 degrees, 59 minutes, 43 seconds East, a distance of 150.03 feet to a point on the northern right-of-way of Interstate 20 (Right-of-way varies), thence along said right-of-way South 56 degrees, 21 minutes, 39 seconds West, a distance of 169.43 to an iron pin, thence continuing along said right-of-way South 50 degrees, 32 minutes, 53 seconds West, a distance of 70.90 feet to a right-of-way marker, thence continuing along the northern right-of-way of Interstate 20 South 58 degrees, 27 minutes, 55 seconds West, a distance of 21.58 feet to an iron pin, thence North 22 degrees, 51 minutes, 33 seconds West, a distance of 204.41 feet to an iron pin, said iron pin being the TRUE POINT-OF-BEGINNING.

Said tract or parcel of land containing 1.030 acres more or less.

TRACT 2 - 578-580, 582 Whitehall Street

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 85, 14th District, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT at the intersection of the southerly right-of-way of Whitehall Street (a 60' right-of-way) and the easterly right-of-way of the CSX Railroad (a 70' right-of-way), being the TRUE POINT OF BEGINNING; thence proceeding easterly along said southerly right-of-way of Whitehall Street north 70 degrees 56 minutes 00 seconds east a distance of 210.6 feet to a point; thence proceeding along an arc of a curve to the right with a radius of 20.00 feet an arc distance of 27.38 feet to a point on the westerly right-of-way of Humphries Street (a 30' right-of-way), which arc is subtended by the chord bearing south 64 degrees 48 minutes 00 seconds east a chord distance of 25.29 feet; thence proceeding southerly along said westerly right-of-way of Humphries Street south 22 degrees 30 minutes 00 seconds east a distance of 216.0 feet to a point on the northerly right-of-way of Interstate 20; thence proceeding westerly along said northerly right-of-way of Interstate 20 south 65 degrees 20 minutes 00 seconds west a distance of 211.9 feet to a point; thence continuing westerly along said northerly right-of-way of Interstate 20 along an arc of a curve to the right with a radius of 2739.74 feet an arc distance of 193.56 feet to a point on the easterly right-of-way of CSX Railroad, which arc is subtended by the chord bearing south 74 degrees 08 minutes 00 seconds west a chord distance of 193.51 feet; thence proceeding northeasterly along said westerly right-of-way of CSX Railroad along an arc of a curve to the right with a radius of 1432.40 feet an arc distance of 292.82 feet to a point on the southerly right-of-way of Whitehall Street and the TRUE POINT OF BEGINNING, which arc is subtended by the chord bearing north 14 degrees 41 minutes 00 seconds east a chord distance of 292.39 feet, being improved property and containing 1.8276 acres, more or less, all as shown on that survey for United Real Estate, Inc., dated December 20, 1999 by A.S. Giometti, G.R.L.S. No. 1125 of A.S. Giometti & Associates, Inc.

TRACT 3 - 762 Marietta Boulevard

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 144, 14th District, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the intersection of the northerly right-of-way of Loveless Avenue (a 30 foot right-of-way) (a closed road) with the common land lot line between Land Lots 144 and 113, being the TRUE POINT OF BEGINNING; thence proceeding northwesterly along said northerly right-of-way of Loveless Avenue North 89 degrees 05 minutes 29 seconds West a distance of 660.48 feet to a point; thence proceeding North 06 degrees 45 minutes 14 seconds West a distance of 407.50 feet to a point; thence proceeding North 01 degrees 16 minutes 00 seconds East a distance of 1,295.11 feet to a point on the westerly right-of-way of CSX Railroad f/k/a Louisville & Nashville Railroad; thence proceeding southeasterly along said westerly right-of-way of CSX Railroad South 36 degrees 30 minutes 37 seconds East a distance of 394.01 feet to a point; thence proceeding South 53 degrees 29 minutes 23 seconds West a distance of 50.00 feet to a point; thence continuing southeasterly along said westerly right-of-way of CSX Railroad South 36 degrees 30 minutes 37 seconds East a distance of 211.49 feet to a point; thence continuing southesasterly along said westerly right-of-way of CSX Railroad along an arc of a curve to the right with a radius of 1,478.60 feet an arc distance of 288.51 feet to a point, which arc is subtended by the chord bearing South 28 degrees 08 minutes 38 seconds East a chord distance of 288.05 feet; thence proceeding North 67 degrees 26 minutes 45 seconds East a distance of 50.00 feet to a point; thence continuing southeasterly along said westerly right-of-way of CSX Railroad along an arc of a curve to the right with a radius of 1,528.60 feet an arc distance of 375.72 feet to a point, which arc is subtended by the chord bearing South 15 degrees 30 minutes 46 seconds East a chord distance of 374.77 feet; thence continuing southeasterly along said westerly right-of-way of CSX Railroad South 08 degrees 22 minutes 57 seconds East a distance of 57.95 feet to a point; thence proceeding along the common land lot line between Land Lots 144 and 113 South 00 degrees 56 minutes 49 seconds West a distance of 65.40 feet to a point and the TRUE POINT OF BEGINNING, being unimproved property containing 17.03 acres, more or less, all as shown on that Survey for United Real Property Investment, LLC and Lawyers Title Insurance Corporation dated April 20, 2001, by A.S. Giometti, G.R.L.S. No. 1125, of A.S. Giometti & Associates, Inc.

LESS, EXCEPT THE FOLLOWING TWO TRACTS:

ALKYD POND

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 144, 14th District, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the intersection of the northerly right-of-way of Loveless Avenue (a 30 foot right-of-way) (a closed road) with the common land lot line between Land Lots 144 and 113; and thence proceeding North 89 degrees 05 minutes 29 seconds West a distance of 660.48 feet to a point; thence continuing North 06 degrees 45 minutes 14 seconds West a distance of 407.50 feet to a point; thence proceeding South 71 degrees 30 minutes 48 seconds East a distance of 124.20 feet to a point and the TRUE POINT OF BEGINNING, running thence the following courses and distances around the perimeter of an old, abandoned and back-filled Alkyd pond:

South 58 degrees 05 minutes 34 seconds East, 138.78 feet;

Tract 3 (contiued)

South 53 degrees 26 minutes 40 seconds East, 85.81 feet;
South 44 degrees 55 minutes 47 seconds East, 49.04 feet;
South 26 degrees 08 minutes 41 seconds East, 35.02 feet;
South 22 degrees 10 minutes 37 seconds West, 56.13 feet;
North 79 degrees 43 minutes 47 seconds West, 59.71 feet;
South 23 degrees 55 minutes 02 seconds West, 79.42 feet;
North 75 degrees 36 minutes 16 seconds West, 68.07 feet;
North 08 degrees 27 minutes 09 seconds West, 81.51 feet;
North 03 degrees 39 minutes 19 seconds East, 115.81 feet;
North 73 degrees 33 minutes 32 seconds West, 37.78 feet;
North 64 degrees 58 minutes 25 seconds West, 36.73 feet;
North 03 degrees 52 minutes 13 seconds East, 32.89 feet;
North 22 degrees 06 minutes 52 seconds East, 34.96 feet,

to the TRUE POINT O F BEGINNING, containing 0.8 acres according to the aforesaid survey.

POLYMER POND

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 144, 14th District, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the intersection of the northerly right-of-way of Loveless Avenue (a 30 foot right-of-way) (a closed road) with the common Land Lot line between Land Lots 144 and 113; and thence proceeding North 00 degrees 56 minutes 49 seconds East a distance of 65.40 feet to a point; thence proceeding North 08 degrees 22 minutes 57 second East a distance of 537.95 feet to a point; thence proceeding along an arc of a curve to the left with a radius of 1,528.60 feet an arc distance of 375.72 feet to a point, which arc is subtended by the chord bearing North 15 degrees 30 minutes 46 seconds West a distance a chord distance of 374.77 feet; thence proceeding South 67 degrees 26 minutes 45 seconds West a distance of 50.00 feet to a point; thence proceeding North 72 degrees 11 minutes 39 seconds West a distance of 159.21 feet to a point and the TRUE POINT OF BEGINNING; running thence and following courses and distances around the perimeter of an old abandoned and back-filled Polymer pond:

South 27 degrees 24 minutes 08 seconds East, 57.33 feet;
South 64 degrees 19 minutes 03 seconds West, 71.91 feet;
South 73 degrees 45 minutes 13 seconds West, 40.71 feet;
North 59 degrees 10 minutes 08 seconds West, 24.25 feet;
North 10 degrees 04 minutes 44 seconds East, 16.57 feet;
North 13 degrees 47 minutes 50 seconds East, 25.78 feet;
North 81 degrees 19 minutes 45 seconds East, 36.87 feet;
North 54 degrees 59 minutes 40 seconds East, 55.74 feet;
North 73 degrees 25 minutes 09 seconds East, 7.48 feet,

to the TRUE POINT O F BEGINNING, containing 0.14 acres according to the aforesaid survey.

EXHIBIT "B"

PERMITTED EXCEPTIONS

AS TO ALL TRACTS:

1. All general and special taxes and assessments for the year 2004 and subsequent years, liens not yet due and payable and any additional taxes, interest and/or penalties which may be assessed for prior tax years by virtue of adjustment, re-appraisal, re-assessment, appeal or other amendment to the tax records of the city or county in which the subject property is located.

2. Rights of tenants in and to the property pursuant to unrecorded leases.

AS TO TRACT 1:

3. Limitation of Access Rights as condemned by that certain Judgment and Decree, Civil Action File No. A-7739, styled City of Atlanta v. L. A> Raulerson, et al, dated June 20, 1960, and recorded at Deed Book 3552, Page 586, Fulton County, Georgia records.

4. Rights of access relinquished in that certain Right-of-Way Deed from Leaseway Transportation Leasing Corporation to the Department of Transportation, dated April 24, 1985, filed for record April 30, 1985, and recorded at Deed Book 9493, Page 2, aforesaid records.

5. Right-of-Way Easements in favor of Georgia Power Company as follows:

   a. from Leaseway of Georgia, Inc., dated June 22, 1970, filed for record October 13, 1970, and recorded at Deed Book 5293, Page 74, aforesaid records.
   b. from Leaseway of Georgia, Inc., dated June 17, 1974, filed for record June 19, 1974, and recorded at Deed Book 6081, Page 157, aforesaid records.

6. All matters which affect subject property as shown on that certain survey for United Real Estate, Inc. and Lawyers Title Insurance Corporation prepared by A. S. Giometti & Assoc., Inc. by A. S. Giometti (G.R.L.S. No. 1125), dated December 27, 1999.

AS TO TRACT 2:

7. Easement from International Harvester Co. to Georgia Power Company, dated November 15, 1971, and recorded at Deed Book 5527, Page 102, aforesaid records.

8. Easements as contained in that Right-of-Way Deed from International Harvester Company to Department of Transportation, dated November 22, 1985, and recorded at Deed Book 9852, Page 145, aforesaid records.

9. Permanent Easement from Michael High, Sr. to Outdoor Systems Advertising, Inc., dated May 29, 1996, and recorded at Deed Book 21061, Page 237, aforesaid records.

10. All matters which affect subject property as shown on that certain survey for United Real Estate, Inc. prepared by A. S. Giometti & Assoc., Inc. by A. S. Giometti (G.R.L.S. No. 1125), dated December 20, 1999.

AS TO TRACT 3:

11. No insurance as to access to the subject property from a public street. The only access to the subject property from a public street crosses private properties on eastern boundary therefore, including without limitation, property owned or controlled by CSX Railroad. No easement or other agreements exist in the record or otherwise for such access.

12. Easement from F. M. Loveless to Georgia Power, dated May 6, 1936, filed for record May 14, 1936, and recorded at Deed Book 1583, Page 587, aforesaid records.

13. Easement between Seyco Realty Company, Incorporated and F. M. Loveless, dated June 16, 1942, filed for record July 27, 1942, and recorded at Deed Book 1881, Page 220, aforesaid records.

14. Easement between Seyco Realty Company, Incorporated and Mrs. W. L. Hale, dated July 25, 1942, filed for record July 27, 1941, and recorded at Deed Book 1881, Page 230 (top), aforesaid records.

15. Easement between Seyco Realty Company, Incorporated and J. A. (Albert) Ballard, dated June 5, 1942, field for record July 27, 1942, and recorded at Deed Book 1881, Page 230 (bottom), aforesaid records.

16. Easement between Seyco Realty Company, Incorporated and Gordon Adams, dated June 5, 1942, field for record July 27, 1942, and recorded at Deed Book 1881, Page 231 (top), aforesaid records.

17. Easement between Seyco Realty Company, Incorporated and Mrs. C. A. (Julia) Baskin, dated June 5, 1942, field for record July 27, 1942, and recorded at Deed Book 1881, Page 230 (bottom), aforesaid records.

18. Easement between Seyco Realty Company, Incorporated and J. A. (Albert) Ballard, dated June 5, 1942, field for record July 27, 1942, and recorded at Deed Book 1881, Page 231 (bottom), aforesaid records.

19. Easement from Seyco Realty Company, Incorporated Fulton County, dated August 30, 1946, field for record September 5, 1946, and recorded at Deed Book 1990, Page 402, aforesaid records.

20. Sewer Easement from Seydel-Woolley & Company to City of Atlanta, dated April 4, 1968, filed for record April 18, 1968, and recorded at Deed Book 4886, Page 132, aforesaid records.

21. Sewer Easement from Davinor M. Dyer a/k/a D. M. Dyer to AZS Corporation, dated October 3, 1986, filed for record October 6, 1986, and recorded at Deed Book 10363, Page 1, aforesaid records.

22. Sewer Easement from Walter L. Hodore to AZS Corporation, dated and filed October 6, 1986, and recorded at Deed Book 10363, Page 4, aforesaid records.

23. Rights and obligations contained in Settlement Agreement between Walter L. Hodore and AZS Corporation, dated and filed October 6, 1986, and recorded at Deed Book 10363, Page 7, aforesaid records.

24. Pipe shown on survey captioned "Proposed 24" Pipe Alignment-AZS Chemical" by Donald R. Stokes, Georgia R.L.S., dated March 1, 1986, ended October 1986, and recorded at Plat Booko 149, Page 17, aforesaid records.

25. Real Estate Option Agreement between United Real Property Investment, LLC, a Georgia limited liability company, and BFI Waste Systems of Georgia, LLC, a Delaware limited liability company, dated November 6, 2002.

26. All matters which affect subject property as shown on that certain survey for United Real Property Investment, LLC and Lawyers Title Insurance Corporation prepared by A. S. Giometti & Assoc., Inc. by A. S. Giometti (G.R.L.S. No. 1125), dated April 20, 2001.

Deed Book 37351 Pg 470
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

Deed Book 37351 Pg 471
Filed and Recorded Apr-06-2004 11:21am
2004-0115715
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

AFTER RECORDING, RETURN TO:
Michael J. Hay, Esq.
ANDERSEN, TATE, MAHAFFEY & MCGARITY, P.C.
Post Office Box 2000
Lawrenceville, Georgia 30046
File #15236.70081 (WP)

ASSIGNMENT OF LEASES AND RENTS

This AGREEMENT, made and entered into as of the 10th day of March, 2004, by and between **UNITED REAL PROPERTY INVESTMENT, LLC,** a Georgia limited liability company (hereinafter referred to as "Borrower"), and **FIRST INTERCONTINENTAL BANK** (hereinafter referred to as "Lender").

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, in hand paid by Lender, the receipt and sufficiency of which are hereby acknowledged, Borrower does hereby (i) grant, transfer and immediately and absolutely assign to Lender, its successors and assigns, all of the right, title and interest of Borrower in and to the rents (and payments in lieu of rents), income and profits arising from the Premises (as hereinafter defined) and (ii) collaterally assign, grant and transfer to the Lender all of Borrower's remaining interests as "Landlord" or "Lessor" in and to those certain lease agreements, tenant contracts and rental agreements, including, without limitation, those certain leases described on Schedule 1 attached hereto and made a part hereof (the "Key Leases") (together with any and all extensions, renewals and modifications thereof and guarantees of the performance of obligations of any tenant or lessee thereunder) (hereinafter collectively referred to as the "Leases" and said tenants or lessees thereunder hereinafter collectively referred to as "Tenants" or individually as "Tenant" as the context requires), now or hereafter executed by or on behalf of Borrower, as "Landlord" or "Lessor" therein, and others as "Tenant" or "Lessee" therein, conveying or demising all or any portion of the space in the improvements now or hereafter located on that certain tract or parcel of land (hereinafter referred to as the "Premises") lying and being in Fulton County, Georgia, the Premises being more particularly described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof. This

Assignment is subject to any prior security interest in the Leases created prior to the date hereof.

This Assignment is made in connection with the following described indebtedness and obligations (hereinafter referred to as the "Indebtedness"):

(a) Any and all indebtedness and obligations evidenced by that certain Promissory Note (hereinafter referred to as the "Note") of even date herewith, executed by Borrower, payable to the order of Lender at Lender's office in Doraville, Georgia, or at such other place as the holder may from time to time require, in the original principal sum of **ONE MILLION FOUR HUNDRED THOUSAND AND NO/100THS DOLLARS ($1,400,000.00)**, with interest thereon at the rates therein specified, together with any and all renewals, modifications, consolidations, amendments and extensions of the Note and the indebtedness evidenced by the Note;

(b) Any and all indebtedness and obligations evidenced and secured by that certain Deed to Secure Debt and Security Agreement (hereinafter referred to as the "Deed to Secure Debt") of even date herewith, executed by Borrower in favor of Lender, to be recorded in the official records of Fulton County, Georgia, together with all modifications and amendments thereto;

(c) Any and all advances made by Lender to protect or preserve the security created by this Assignment, or to protect or preserve the Premises or the lien of the Deed to Secure Debt on the Premises, or for taxes or insurance premiums as provided in the Deed to Secure Debt; and

(d) The full and prompt payment and performance of each obligation, covenant and agreement of Borrower contained herein or in the Note, the Deed to Secure Debt, or any other document or instrument evidencing, securing or relating to the indebtedness secured thereby (the Note, the Deed to Secure Debt, and said other instruments and documents being hereinafter collectively referred to as the "Loan Documents").

Borrower and Lender agree that (i) an extension or extensions may be made of the time of payment of all or any part of the Indebtedness; (ii) the terms of the Note, the Deed to Secure Debt, this Assignment, or any other Loan Document may be modified; (iii) additional security may be given by Borrower; and (iv) any of the Leases may be released herefrom, all without altering or affecting the security interest created by this Assignment and without altering or releasing the obligations of Borrower under the Note, the Deed to Secure Debt, this Assignment or the other Loan Documents.

Should the Indebtedness be paid according to the tenor and effect thereof when the same shall become due and payable, then this Assignment shall be canceled and surrendered as hereinafter provided.

Borrower and Lender hereby further covenant and agree as follows, in addition to and not in substitution for or in derogation of any other covenants contained in the Deed to Secure Debt or the other Loan Documents:

ARTICLE I

1.01 Warranties of Borrower. Borrower hereby warrants unto Lender that:

(a) Borrower is the absolute owner of the entire lessor's interest in the Leases;

(b) Borrower has made no assignment of any of the rights of Borrower under any of the Leases, other than this Assignment;

(c) Borrower has neither done any act nor omitted to do any act which might prevent Lender from, or limit Lender in, exercising its remedies under any of the provisions of this Assignment;

(d) Borrower has not accepted payment of rental under any of the Leases for more than one (1) month in advance of the due date thereof;

(e) So far as is known to Borrower, there is no default by any Tenant under the terms of any of the Leases;

(f) Borrower is not prohibited under any agreement with any other person or any judgment or decree from (i) the execution and delivery of either this Assignment or any of the Leases; (ii) the performance of each and every covenant of Borrower under either this Assignment or the Leases; or (iii) the meeting of each and every condition contained in this Assignment;

(g) No action has been brought or, so far as is known to Borrower, is threatened, which in any way would interfere with the right of Borrower to execute this Assignment and perform all of Borrower's obligations contained in this Assignment and in the Leases; and

(h) The Key Leases are in full force subject to occupancy by the tenants thereunder.

1.02 Covenants of Borrower. Borrower hereby covenants with Lender that:

(a) Borrower will (i) fulfill, perform and observe each and every condition and covenant of Borrower contained in any of the Leases in accordance with the provisions thereof; (ii) at no cost or expense to Lender, enforce the performance and observance of each and every covenant and condition of each of

the Leases to be performed or observed by the Tenant thereunder; and (iii) appear in and defend or settle any action growing out of, or in any matter connected with, any of the Leases or the obligations or liabilities of Borrower as the "Landlord" or "Lessor" thereunder or of the Tenant or any guarantor thereunder;

(b) Borrower shall not, without the prior written consent of Lender, (i) modify or amend the Key Leases, or modify or amend any of the other tenant leases, in any material respect without the prior written consent of Lender; (ii) terminate or accept the surrender of any of the Leases unless the Tenant thereunder shall have materially defaulted; (iii) waive or release any Tenant from the performance or observance of any material obligation or condition of its Lease; (iv) permit to be made any prepayment of any installment of rent or fees under the Leases for more than one (1) month in advance (except for security deposits); or (v) consent to any subletting or assignment by any Tenant without the prior written consent of Lender, to the extent Borrower's consent is required by the terms of such Tenant's Lease, provided that Lender shall not unreasonably withhold its consent to any such assignment or subletting to the extent Borrower's consent to such assignment or subletting may not be unreasonably withheld under the terms of such Tenant's Lease;

(c) Borrower shall not execute any further assignment of the income, rents, issues or profits, or any part thereof, from the Premises unless Lender shall first consent to such assignment and unless such assignment shall expressly provide that it is subordinate to this Assignment or any assignment concerning the Indebtedness;

(d) Borrower shall furnish to Lender, within ten (10) days after a request by Lender to do so, a sworn statement setting forth the name of all lessees and tenants of the Premises, the terms of their respective leases, tenant contracts or rental agreements, the space occupied, and the rentals payable thereunder, and stating whether to Borrower's knowledge any defaults, off-sets or defenses exist under or in connection with any of said leases, tenant contracts or rental agreements. Any and all leases, tenant contracts and rental agreements affecting the Premises and executed after the date hereof shall provide for giving by the lessees or tenants thereunder of certificates with respect to the status of such leases, tenant contracts or rental agreements, and Borrower shall exercise Borrower's right to request such certificates within five (5) days of any demand therefor by Lender;

(e) Borrower shall take no action which shall cause or permit the estate of the Tenant under any of the Leases to merge with the interest of Borrower in the Premises or any portion thereof;

(f) Acceptance of this Assignment shall not be construed as a consent by Lender to any of the Leases and, subject to the terms of this paragraph, Lender shall not be obligated to perform or discharge any obligation of Borrower under any

of the Leases, and Borrower agrees to, and does hereby indemnify and hold Lender harmless against any and all liabilities, obligations, claims, damages, penalties, costs and expenses (including without limitation, reasonable attorney's fees and expenses) which Lender may incur under any of the Leases or under or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any act or failure to act by Lender under this Assignment or any alleged obligation or undertaking to be performed or discharged by Lender under this Assignment unless any such claim or demand is caused by the gross negligence or intentional misconduct of Lender. The foregoing indemnity shall not be applicable to any such claim, liability, loss, cost, expense or damage which results from any action of Lender which occurs subsequent to the completion of a foreclosure or acceptance of a deed in lieu of foreclosure with respect to the Premises;

(g) Borrower shall authorize and direct, and does hereby authorize and direct each and every present and future Tenant of the whole or any part of the Premises to pay all rental to Lender upon receipt of written demand from Lender to so pay the same; and

(h) Upon request of Lender, Borrower shall deliver Lender certified copies of all Leases then in effect.

1.03 Covenants of Lender. By acceptance of delivery of this Assignment, Lender covenants with Borrower that:

(a) Although this Assignment constitutes a present and current assignment of all rents, issues and profits from the Premises, so long as there shall exist no Event of Default (as hereinafter defined) on the part of Borrower, Borrower shall have the right to collect, but not more than one (1) month prior to accrual, all such rents, issues and profits from the Premises (including, but not by way of limitation, all rental payments under any of the Leases) and to retain, use and enjoy such rents, issues and profits from the Premises for payment of the Indebtedness and thereafter for Borrower's own account; and

(b) Upon the filing by Lender in the official records of Fulton County, Georgia of a full satisfaction of the Deed to Secure Debt without the recording of another security instrument in favor of Lender affecting the Premises, this Assignment shall likewise be canceled without the necessity of any further act by Lender.

ARTICLE II

2.01 Event of Default. The term "Event of Default," wherever used in this Assignment, shall mean any one or more of the following events:

(a) The occurrence of any default or Event of Default under the provisions of the Note, the Deed to Secure Debt, or any of the other Loan Documents after the expiration of any applicable notice and opportunity to cure period;

(b) Failure by Borrower to duly observe any covenant, condition or agreement of this Assignment, and the failure by Borrower to cure such default in accordance with the provisions of the Deed to Secure Debt regarding curing of defaults after the expiration of any applicable notice and opportunity to cure period; or

(c) The breach of any warranty by Borrower contained in this Assignment, or if any representation or certification made or agreed to be made herein shall prove to be false or materially misleading.

2.02 Remedies. Upon the occurrence and continuance of any Event of Default, in addition to any and all other rights and remedies available to Lender under the Note, the Deed to Secure Debt, and the other Loan Documents, and not in substitution for or derogation thereof, Lender shall become immediately entitled to all rents, income and profits arising from the Premises and may without notice to or demand on Borrower other than as may be otherwise provided herein (i) as a matter of strict right and without regard to the value or occupancy of the security, have a receiver appointed upon ex parte motion to enter upon and take possession of the Premises, collect the rents and profits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of the State of Georgia, all without becoming a mortgagee-in-possession; (ii) proceed itself to enter upon, take possession of and operate the Premises, or any portion thereof, without becoming a mortgagee-in-possession; (iii) proceed to perform any and all obligations of Borrower under any of the Leases and exercise any and all rights of Borrower therein contained as fully as Borrower itself could, all without regard to the adequacy of security for the indebtedness hereby secured and with or without the bringing of any legal action or the causing of any receiver to be appointed by any court or other judicial authority; (iv) make, enforce, modify and accept the surrender of any of the Leases; (v) evict the Tenant under any of the Leases or obtain tenants for other space within the Premises; (vi) fix or modify rent; and (vii) do all of the acts which Lender may deem necessary, desirable or proper to protect the security created by this Assignment. Borrower hereby acknowledges and agrees that the intent of this Assignment is to empower Lender to undertake any, all or any combination of the actions hereinabove set forth in this Paragraph 2.02 without notice to Borrower except as specifically provided herein or in the other Loan Documents. If an Event of Default shall have occurred and be continuing, Borrower does hereby specifically authorize Lender, in the name of Borrower or in the name of Lender, to sue for or otherwise collect and receive all rents, issues and profits from the Premises, including those past due and unpaid, and to apply such collected rents, issues and profits to the payment of (w) all expenses of managing the Premises, including, without limitation, the salaries, fees and wages of a managing agent and such other employees as Lender may deem necessary or desirable, (x) all expenses of operating and maintaining the Premises,

including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents, and any other liens, and premiums for all insurance which the Lender may deem necessary or desirable, (y) the cost of alterations, renovations, repairs, or replacements, and all expenses incident to taking and retaining possession of the Premises, and (z) the Indebtedness secured hereby, all in such order of priority as Lender in its sole discretion may determine. Entry upon and taking possession of the Premises and the collection of the rents, issues and profits of the Premises and the application thereof, as aforesaid, shall not operate to waive any default or event of default, or prohibit the taking of any action by Lender under the Note, the Deed to Secure Debt, this Assignment or any other Loan Documents or at law or in equity to enforce payment of the Indebtedness secured hereby or to realize on any other security. No failure on the part of Lender to exercise, and no delay in exercising, any right shall be construed or deemed to be a waiver thereof.

ARTICLE III

3.01 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Borrower and Lender and their respective heirs, executors, legal representatives, successors and assigns. Whenever a reference is made in this Assignment to "Borrower" or "Lender," such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of Borrower or Lender.

3.02 Terminology. All personal pronouns used in this Assignment, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural, and vice versa. Titles of articles are for convenience only and neither limit nor amplify the provisions of this Assignment.

3.03 Severability. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.04 Applicable Law. Borrower and Lender hereby acknowledge and agree that this Assignment and the obligations created hereunder are made and intended as a contract under the laws of the State of Georgia and are to be governed by and interpreted in accordance with the laws of the State of Georgia, and (ii) are to be construed and enforced in accordance with the laws of the State of Georgia.

3.05 No Third Party Beneficiaries. This Assignment is made solely for the benefit of Lender and its assigns. No Tenant under any of the Leases nor any other person shall have standing to bring any action against Lender as the result of this Assignment, or to assume that Lender will exercise any remedies provided herein, and no person other than Lender shall under any circumstances be deemed to be a beneficiary of any provision of this Assignment.

3.06 No Oral Modifications. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

3.07 Cumulative Remedies. The remedies herein provided shall be in addition and not in substitution for the rights and remedies vested in Lender in or by any of the Loan Documents or in law or equity, all of which rights and remedies are specifically reserved by Lender. The remedies herein provided or otherwise available to Lender shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use of any of the remedies provided herein prevent the subsequent or concurrent resort to any other remedy or remedies. It is intended that this clause shall be broadly construed so that all remedies herein provided or otherwise available to Lender shall continue to be each and all available to Lender until the Indebtedness shall be paid in full.

3.08 Further Assurance. At any time and from time to time, upon request by Lender, Borrower will make, execute and deliver, or cause to be made, executed and delivered, to Lender and, where appropriate, cause to be recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such other instruments as may, in the opinion of Lender be necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve (a) the obligations of Borrower under this Assignment or (b) the interest created by this Assignment as a first and paramount interest in and to the Leases and the rents, issues and profits from the Premises. Upon any failure by Borrower so to do, Lender may make, execute, record, file, re-record and/or refile any and all such instruments for and in the name of Borrower, and Borrower hereby irrevocably appoints Lender the agent and attorney-in-fact of Borrower so to do.

3.09 Notices. All notices, requests, elections, demands and other communications permitted or required to be made herein shall be in writing, signed by the party or parties giving such notice, request, election, or demand, and shall be effective when actually received by the addressee, regardless of the method of delivery or, if mailed, two days after the date of postmark by the United States Postal Service, sent by certified mail return receipt requested, postage prepaid, to the other party at the following address, as applicable:

Borrower: United Real Property Investment, LLC
625 Holcomb Bridge Road
Norcross, Georgia, 30071
Attn: Reza Abree, Manager

Lender: First Intercontinental Bank
5593 Buford Highway
Doraville, Georgia 30340
Attn: Ashley Barsoum, Senior Vice President

or addressed to any such party at such other address within the continental United States of America as such party shall hereafter furnish by notice to the other parties given in accordance with the terms of this Paragraph 3.09; provided that no notice of change of address shall be effective until the date of receipt thereof. Rejection or other refusal to claim or accept, or the inability to deliver because of a changed address of which no notice was given as prescribed herein shall not affect the effective date of such notice, request, election, demand, or other communication sent as aforesaid. Delivery to a party or to any officer, partner, agent or employee of such party at the designated address shall constitute effective delivery for purposes hereof.

3.10 Cross-Default. An Event of Default by Borrower under this Assignment shall constitute a default under all other Loan Documents, including, without limitation, the Note and the Deed to Secure Debt.

3.11 No Obligation Imposed Upon Lender. Subject to Paragraph 1.02 (f) hereof, nothing contained herein shall operate or be construed to obligate Lender to perform any of the terms, covenants and conditions contained in any of the Leases or otherwise to impose any obligation upon Lender with respect to any of the Leases including, but not limited to, any obligation arising out of any covenant of quiet enjoyment therein contained in the event the tenant, lessee, occupant, or other party under any of such Leases shall have been joined as a party defendant in any action to foreclose and the estate of such tenant, lessee, occupant, or other party shall have been thereby terminated. Unless and until Lender actually enters into and takes possession of the Premises, this Assignment shall not operate to place upon Lender any responsibility for the operation, control, care, management or repair of the Premises, and the execution of this Assignment by Borrower shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Premises is and shall be that of Borrower prior to such actual entry and taking possession by Lender or by a receiver on behalf of Lender. In the event of any such entry into and taking possession of the Premises by Lender or by a receiver on behalf of Lender, Lender's or any receiver's, as the case may be, responsibility for the operation, control, care, management and repair of the Premises shall be strictly governed by the terms of the Loan Documents.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Borrower has executed this Assignment under seal as of the date and year first above written.

Signed, sealed and delivered in the presence of:

Wendi L. Pollack
Unofficial Witness

Notary Public

[NOTARY SEAL]

MATT S. SMITH
NOTARY
MY COMMISSION EXPIRES DEC. 3, 2006
PUBLIC
FULTON COUNTY GEORGIA

UNITED REAL PROPERTY INVESTMENT, LLC,
a Georgia limited liability company

By:_____(SEAL)
Reza Abree, Manager

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SCHEDULE 1

All present and/or future tenants under leases, either written or oral, of all portions of Premises, including without limitation the following:

1. Standard Commercial Lease Agreement between United Real Property Investment, L.L.C., as Landlord, and Bashar Kadah, as Tenant, dated April 20, 2001, as last amended by that certain Third Amendment to Lease dated January 29, 2002, the interest of Bashar Kadah being assigned to S & M Entertainment, Inc., relating to 578-580 Whitehall Street, Atlanta, Georgia and 463 Humphries Street, Atlanta, Georgia.

2. Standard Commercial Lease Agreement between United Real Property Investment, L.L.C., as Landlord, and Georgia Coach Lines, Inc., as Tenant, dated July 2, 2001, relating to 524 Whitehall Street, Atlanta, Georgia.

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT 1 - 524 Whitehall Street

All that tract or parcel of land lying and being in Land Lot 85 of the 14th District of Fulton County, Georgia and being more particularly described as follows:

Commence from the intersection of the eastern right-of-way of Humphries Street (30 foot right-of-way) with the southern right-of-way of Whitehall Street (60 foot right-of-way) thence along the southern right-of-way of Whitehall street North 66 degrees, 57 minutes, 27 seconds East, a distance of 209.00 feet to an iron pin, said iron pin being the TRUE POINT-OF-BEGINNING.

Thence along the southern right-of-way of Whitehall Street North 66 degrees, 57 minutes, 27 seconds East, a distance of 255.37 feet to a point, thence South 22 degrees, 59 minutes, 43 seconds East, a distance of 150.03 feet to a point on the northern right-of-way of Interstate 20 (Right-of-way varies), thence along said right-of-way South 56 degrees, 21 minutes, 39 seconds West, a distance of 169.43 to an iron pin, thence continuing along said right-of-way South 50 degrees, 32 minutes, 53 seconds West, a distance of 70.90 feet to a right-of-way marker, thence continuing along the northern right-of-way of Interstate 20 South 58 degrees, 27 minutes, 55 seconds West, a distance of 21.58 feet to an iron pin, thence North 22 degrees, 51 minutes, 33 seconds West, a distance of 204.41 feet to an iron pin, said iron pin being the TRUE POINT-OF-BEGINNING.

Said tract or parcel of land containing 1.030 acres more or less.

TRACT 2 - 578-580, 582 Whitehall Street

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 85, 14th District, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING AT A POINT at the intersection of the southerly right-of-way of Whitehall Street (a 60' right-of-way) and the easterly right-of-way of the CSX Railroad (a 70' right-of-way), being the TRUE POINT OF BEGINNING; thence proceeding easterly along said southerly right-of-way of Whitehall Street north 70 degrees 56 minutes 00 seconds east a distance of 210.6 feet to a point; thence proceeding along an arc of a curve to the right with a radius of 20.00 feet an arc distance of 27.38 feet to a point on the westerly right-of-way of Humphries Street (a 30' right-of-way), which arc is subtended by the chord bearing south 64 degrees 48 minutes 00 seconds east a chord distance of 25.29 feet; thence proceeding southerly along said westerly right-of-way of Humphries Street south 22 degrees 30 minutes 00 seconds east a distance of 216.0 feet to a point on the northerly right-of-way of Interstate 20; thence proceeding westerly along said northerly right-of-way of Interstate 20 south 65 degrees 20 minutes 00 seconds west a distance of 211.9 feet to a point; thence continuing westerly along said northerly right-of-way of Interstate 20 along an arc of a curve to the right with a radius of 2739.74 feet an arc distance of 193.56 feet to a point on the easterly right-of-way of CSX Railroad, which arc is subtended by the chord bearing south 74 degrees 08 minutes 00 seconds west a chord distance of 193.51 feet; thence proceeding northeasterly along said westerly right-of-way of CSX Railroad along an arc of a curve to the right with a radius of 1432.40 feet an arc distance of 292.82 feet to a point on the southerly right-of-way of Whitehall Street and the TRUE POINT OF BEGINNING, which arc is subtended by the chord bearing north 14 degrees 41 minutes 00 seconds east a chord distance of 292.39 feet, being improved property and containing 1.8276 acres, more or less, all as shown on that survey for United Real Estate, Inc., dated December 20, 1999 by A.S. Giometti, G.R.L.S. No. 1125 of A.S. Giometti & Associates, Inc.

EXHIBIT "A"

LEGAL DESCRIPTION (continued)

TRACT 3 - 762 Marietta Boulevard

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 144, 14th District, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the intersection of the northerly right-of-way of Loveless Avenue (a 30 foot right-of-way) (a closed road) with the common land lot line between Land Lots 144 and 113, being the TRUE POINT OF BEGINNING; thence proceeding northwesterly along said northerly right-of-way of Loveless Avenue North 89 degrees 05 minutes 29 seconds West a distance of 660.48 feet to a point; thence proceeding North 06 degrees 45 minutes 14 seconds West a distance of 407.50 feet to a point; thence proceeding North 01 degrees 16 minutes 00 seconds East a distance of 1,295.11 feet to a point on the westerly right-of-way of CSX Railroad f/k/a Louisville & Nashville Railroad; thence proceeding southeasterly along said westerly right-of-way of CSX Railroad South 36 degrees 30 minutes 37 seconds East a distance of 394.01 feet to a point; thence proceeding South 53 degrees 29 minutes 23 seconds West a distance of 50.00 feet to a point; thence continuing southeasterly along said westerly right-of-way of CSX Railroad South 36 degrees 30 minutes 37 seconds East a distance of 211.49 feet to a point; thence continuing southesasterly along said westerly right-of-way of CSX Railroad along an arc of a curve to the right with a radius of 1,478.60 feet an arc distance of 288.51 feet to a point, which arc is subtended by the chord bearing South 28 degrees 08 minutes 38 seconds East a chord distance of 288.05 feet; thence proceeding North 67 degrees 26 minutes 45 seconds East a distance of 50.00 feet to a point; thence continuing southeasterly along said westerly right-of-way of CSX Railroad along an arc of a curve to the right with a radius of 1,528.60 feet an arc distance of 375.72 feet to a point, which arc is subtended by the chord bearing South 15 degrees 30 minutes 46 seconds East a chord distance of 374.77 feet; thence continuing southeasterly along said westerly right-of-way of CSX Railroad South 08 degrees 22 minutes 57 seconds East a distance of 57.95 feet to a point; thence proceeding along the common land lot line between Land Lots 144 and 113 South 00 degrees 56 minutes 49 seconds West a distance of 65.40 feet to a point and the TRUE POINT OF BEGINNING, being unimproved property containing 17.03 acres, more or less, all as shown on that Survey for United Real Property Investment, LLC and Lawyers Title Insurance Corporation dated April 20, 2001, by A.S. Giometti, G.R.L.S. No. 1125, of A.S. Giometti & Associates, Inc.

LESS, EXCEPT THE FOLLOWING TWO TRACTS:

ALKYD POND

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 144, 14th District, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the intersection of the northerly right-of-way of Loveless Avenue (a 30 foot right-of-way) (a closed road) with the common land lot line between Land Lots 144 and 113; and thence proceeding North 89 degrees 05 minutes 29 seconds West a distance of 660.48 feet to a point; thence continuing North 06 degrees 45 minutes 14 seconds West a distance of 407.50 feet to a point; thence proceeding South 71 degrees 30 minutes 48 seconds East a distance of 124.20 feet to a point and the TRUE POINT OF BEGINNING, running thence the following courses and distances around the perimeter of an old, abandoned and back-filled Alkyd pond:

South 58 degrees 05 minutes 34 seconds East, 138.78 feet;

EXHIBIT "A"

LEGAL DESCRIPTION (continued)

Tract 3 (contiued)

South 53 degrees 26 minutes 40 seconds East, 85.81 feet;
South 44 degrees 55 minutes 47 seconds East, 49.04 feet;
South 26 degrees 08 minutes 41 seconds East, 35.02 feet;
South 22 degrees 10 minutes 37 seconds West, 56.13 feet;
North 79 degrees 43 minutes 47 seconds West, 59.71 feet;
South 23 degrees 55 minutes 02 seconds West, 79.42 feet;
North 75 degrees 36 minutes 16 seconds West, 68.07 feet;
North 08 degrees 27 minutes 09 seconds West, 81.51 feet;
North 03 degrees 39 minutes 19 seconds East, 115.81 feet;
North 73 degrees 33 minutes 32 seconds West, 37.78 feet;
North 64 degrees 58 minutes 25 seconds West, 36.73 feet;
North 03 degrees 52 minutes 13 seconds East, 32.89 feet;
North 22 degrees 06 minutes 52 seconds East, 34.96 feet,

to the TRUE POINT O F BEGINNING, containing 0.8 acres according to the aforesaid survey.

POLYMER POND

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 144, 14th District, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the intersection of the northerly right-of-way of Loveless Avenue (a 30 foot right-of-way) (a closed road) with the common Land Lot line between Land Lots 144 and 113; and thence proceeding North 00 degrees 56 minutes 49 seconds East a distance of 65.40 feet to a point; thence proceeding North 08 degrees 22 minutes 57 second East a distance of 537.95 feet to a point; thence proceeding along an arc of a curve to the left with a radius of 1,528.60 feet an arc distance of 375.72 feet to a point, which arc is subtended by the chord bearing North 15 degrees 30 minutes 46 seconds West a distance a chord distance of 374.77 feet; thence proceeding South 67 degrees 26 minutes 45 seconds West a distance of 50.00 feet to a point; thence proceeding North 72 degrees 11 minutes 39 seconds West a distance of 159.21 feet to a point and the TRUE POINT OF BEGINNING; running thence and following courses and distances around the perimeter of an old abandoned and back-filled Polymer pond:

South 27 degrees 24 minutes 08 seconds East, 57.33 feet;
South 64 degrees 19 minutes 03 seconds West, 71.91 feet;
South 73 degrees 45 minutes 13 seconds West, 40.71 feet;
North 59 degrees 10 minutes 08 seconds West, 24.25 feet;
North 10 degrees 04 minutes 44 seconds East, 16.57 feet;
North 13 degrees 47 minutes 50 seconds East, 25.78 feet;
North 81 degrees 19 minutes 45 seconds East, 36.87 feet;
North 54 degrees 59 minutes 40 seconds East, 55.74 feet;
North 73 degrees 25 minutes 09 seconds East, 7.48 feet,

to the TRUE POINT O F BEGINNING, containing 0.14 acres according to the aforesaid survey.

Deed Book 37351 Pg 484
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

ATTACHMENT I

Fulton County
Clerk of Superior Court
Deed Book 39230
Page 315

RECORDATION REQUESTED BY:
Wachovia Bank, National Association, successor by merger to SouthTrust Bank
Atlanta Metropolitan Lending NE
2161 Pleasant Hill Road
Duluth, GA 30096

WHEN RECORDED MAIL TO:
Wachovia Bank, National Association, successor by merger to SouthTrust Bank
Atlanta Metropolitan Lending NE
2161 Pleasant Hill Road
Duluth, GA 30096

SEND TAX NOTICES TO:
UNITED CONSULTING GROUP, LTD.
625 HOLCOMB BRIDGE ROAD
NORCROSS, GA 30071

Deed Book 39230 Pg 315
Filed and Recorded Jan-14-2005 10:11am
2005-0046328
Georgia Intangible Tax Paid $0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

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SECURITY DEED

MAXIMUM LIEN. The lien of this Security Deed shall not exceed at any one time $250,000.00.

THIS SECURITY DEED dated January 7, 2005, is made and executed between UNITED CONSULTING GROUP, LTD., whose address is 625 HOLCOMB BRIDGE ROAD, NORCROSS, GA 30071 (referred to below as "Grantor") and Wachovia Bank, National Association, successor by merger to SouthTrust Bank, whose address is 2161 Pleasant Hill Road, Duluth, GA 30096 (referred to below as "Lender").

GRANT OF SECURITY DEED. FOR AND IN CONSIDERATION of the financial accommodations to Grantor by Lender resulting in the obligation which is hereinafter more particularly described, and in order to secure that obligation, Grantor hereby grants, bargains, conveys, transfers, assigns and sells to Lender all of Grantor's right, title, and interest in and to the following described real property: **The Real Property is located in Fulton County, State of Georgia and is described as follows:**

See Exhibit"A" , which is attached to this Security Deed and made a part of this Security Deed as if fully set forth herein.

TOGETHER WITH ANY AND ALL of the following: (i) all buildings, structures and improvements now or hereafter located on the real property or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto; (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging thereunto or in any wise appertaining thereto and the reversion and reversions, remainder or remainders thereof; (iii) all Rents accruing therefrom, whether now or hereafter due; (iv) all accounts and contract rights now or hereafter arising in connection with any part or parcel thereof or any buildings, structures or improvements now or hereafter located thereon, including without limitation all accounts and contract rights in and to all leases or undertakings to lease now or hereafter affecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon or thereunder or on or under any part or parcel thereof; (vi) all estates, rights, title and interest therein, or in any part or parcel thereof; (vii) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings, mobile homes, modular homes and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or on the buildings, structures and improvements thereon, and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (viii) all building materials, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon or any part or parcel thereof.

The Real Property or its address is commonly known as 762 Marietta Boulevard, Atlanta, GA 30006.

CROSS-COLLATERALIZATION. In addition to the Note, this Security Deed secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. **(Initial Here _____)**

REVOLVING LINE OF CREDIT. This Security Deed secures the indebtedness including, without limitation, a revolving line of credit,under which Lender may make advances to Grantor up to the maximum principal indebtedness of $250,000.00 so long as Grantor complies with all the terms of the Note. The maturity date of the Credit Agreement is March 15, 2005.

THIS SECURITY DEED, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF $250,000.00 WHICH HAS THE MATURITY DATE OF MARCH 15, 2005, THE RELATED DOCUMENTS, AND THIS SECURITY DEED. IT IS THE INTENTION OF GRANTOR AND LENDER TO CREATE A PERPETUAL OR INDEFINITE SECURITY INTEREST IN THE REAL PROPERTY DESCRIBED IN THIS SECURITY DEED PURSUANT TO O.C.G.A. 44-14-80 AND TO AGREE THAT TITLE SHALL NOT REVERT TO GRANTOR FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE OF THIS SECURITY DEED. HOWEVER, NOTHING IN THIS PARAGRAPH WILL IMPAIR LENDER'S RIGHTS TO COLLECTION OF THE INDEBTEDNESS AND FORECLOSURE OF THE SECURITY INTEREST IF THE INDEBTEDNESS IS NOT REPAID WHEN DUE. THIS SECURITY DEED IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Security Deed, Grantor shall pay to Lender all amounts secured by this Security Deed as they become due and shall strictly perform all of Grantor's obligations under this Security Deed and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any

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Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Security Deed. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Security Deed or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Security Deed, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Security Deed and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Security Deed.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Security Deed upon the sale or transfer, without Lender's prior written consent, of all or any part of the Property, or any interest in the Property. A "sale or transfer" means the conveyance of Property or any right, title or interest in the Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Property, or by any other method of conveyance of an interest in the Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Georgia law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Security Deed:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Security Deed, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Security Deed:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance

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policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Security Deed. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Security Deed, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Security Deed or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Security Deed or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Security Deed also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Security Deed:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Security Deed, and (b) Grantor has the full right, power, and authority to execute and deliver this Security Deed to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Security Deed, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Security Deed shall survive the execution and delivery of this Security Deed, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Security Deed:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable attorneys' fees and costs and expenses, including court costs that are incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Security Deed:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Security Deed and take whatever other action is requested by Lender to perfect and continue Lender's security interest on the Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Security Deed, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Security Deed.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Security Deed or upon all or any part of the Indebtedness secured by this Security Deed; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Security Deed; (3) a tax on this type of Security Deed chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Security Deed, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as

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provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Security Deed as a security agreement are a part of this Security Deed:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Security Deed in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Security Deed as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Security Deed may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Security Deed.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Security Deed:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Security Deed, and the Related Documents, and (2) the liens and security interests created by this Security Deed as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Security Deed, Lender shall execute and deliver to Grantor a suitable satisfaction of this Security Deed and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Security Deed:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Security Deed to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Security Deed or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Security Deed or any related document.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Security Deed or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Security Deed or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

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Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Security Deed within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S REMEDIES AND POWER OF SALE. *Upon the occurrence of an Event of Default, Lender shall have the following rights, powers,* and remedies:

Accelerate Indebtedness. Lender, at Lender's option and election and without notice to Grantor, may declare all or any portion of the Indebtedness to be immediately due and payable, whereupon the same shall be and shall become due and payable forthwith without presentment demand, protest or notice of any kind, all of which are expressly waived by Grantor.

Entry and Possession. Lender may enter upon the Property, or any part thereof, and take possession of the Property, excluding therefrom Grantor and all agents, employees and representatives of Grantor; employ a manager of the Property or any part thereof; hold, store, use, operate, manage, control, maintain and lease the Property or any part thereof; conduct business thereon; make all necessary and appropriate repairs, renewals, and replacements; keep the Property insured; and carry out or enter into agreements of any kind with respect to the Property.

Collection of Rents. Lender may collect and receive all Rents from the Property and apply the same to the Indebtedness, after deducting therefrom all costs, charges, and expenses of taking, holding, managing, and operating the Property, including the fees and expenses of Lender's attorneys, and agents.

Payments. Lender may pay any sum or sums deemed necessary or appropriate by Lender to protect the Property or any part of the Property or Lender's interest in the Property.

Other Remedies. Lender may exercise all rights and remedies contained in any Related Document, heretofore, concurrently herewith or in the future executed by Grantor in favor of Lender in connection with the transactions resulting in the Indebtedness or any part thereof.

Appointment of Receiver. Lender may make application to any court and be entitled to the appointment of a receiver to take charge of the Property or any part thereof without alleging or proving, or having any consideration given to, the insolvency of Grantor, the value of the Property as security for the Indebtedness, or any other matter usually incident to the appointment of a receiver.

UCC Remedies. With respect to the Personal Property in which a security interest is herein granted, Lender may exercise any or all of the rights accruing to a secured party under this Security Deed, the Uniform Commercial Code (Sections 11-9-101 et. seq. of the Ga. Code Annotated) and any other applicable law. Grantor shall, if Lender requests, assemble all such Personal Property and make it available to Lender at a place or places to be designated by Lender, which shall be reasonably convenient to Grantor and Lender. Any notice required to be given by Lender of a public or private sale, lease or other disposition of the Personal Property or any other intended action by Lender may be delivered personally to Grantor or may be deposited in the United States mail with postage prepaid duly addressed to Grantor at the address of Grantor last known to Lender at least five (5) business days prior to such proposed action, and shall constitute reasonable and fair notice to Grantor of any such action.

Power of Sale. Lender may sell the Property, or any part thereof or any interest therein, separately, at Lender's discretion, with or without taking possession thereof, at public sale before the courthouse door of the county in which the Property, or any part thereof, is located, to the highest bidder for cash, after first giving notice of the time, place and terms of such sale by advertisement, published once a week for four weeks (without regard for the number of days) in a newspaper in which advertisements of sheriff's sales are published in such county. The advertisement so published shall be notice to Grantor, and Grantor hereby waives all other notices. Lender may bid and purchase at any such sale, and Lender may execute and deliver to the purchaser or purchasers at any such sale a sufficient conveyance of the Property, or the part thereof or interest therein sold. Lender's conveyance may contain recitals as to the occurrence of an Event of Default, under this Security Deed, which recitals shall be presumptive evidence that all preliminary acts prerequisite to such sale and conveyance were in all things duly complied with. The recitals made by Lender shall be binding and conclusive upon Grantor, and the sale and conveyance made by Lender shall divest Grantor of all right, title, interest and equity that Grantor may have had in, to and under the Property, or the part thereof or interest therein sold, and shall vest the same in the purchaser or purchasers at such sale. Lender may hold one or more sales hereunder until the Indebtedness has been satisfied in full. Grantor hereby constitutes and appoints Lender as Grantor's agent and attorney-in-fact to make such sale, to execute and deliver such conveyance and to make such recitals, and Grantor hereby ratifies and confirms all of the acts and doings of Lender as Grantor's agent and attorney-in-fact hereunder. Lender's agency and power as attorney-in-fact hereunder are coupled with an interest, cannot be revoked by insolvency, incompetency, death or otherwise, and shall not be exhausted until the Indebtedness has been satisfied in full. The proceeds of each sale by Lender hereunder shall be applied first to the costs and expenses of the sale and of all proceedings in connection therewith, including attorneys' fees if applicable, then to payment of the Indebtedness, and the remainder, if any, shall be paid to Grantor. If the proceeds of any sale are not sufficient to pay the Indebtedness in full, Lender shall determine, at Lender's option and in Lender's discretion, the portions of the Indebtedness to which the proceeds (after deducting therefrom the costs and expenses of the sale and all proceedings in connection therewith) shall be applied and in what order the proceeds shall be so applied. Grantor covenants and agrees that, in the event of any sale pursuant to the agency and power herein granted, Grantor shall be and become a tenant holding over and shall deliver possession of the Property, or the part thereof or interest therein sold, to the purchaser or purchasers at the sale or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

Cumulative Remedies. All rights and remedies set forth in this Security Deed are cumulative and in addition to any right or remedy provided for by statute, or now or hereafter existing at law or in equity, including without limitation the right of Lender to collect or enforce the Indebtedness with or without taking action with respect to the Property. Lender may, at Lender's election and at Lender's discretion, exercise each and every such right and remedy concurrently or separately. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Security Deed or by any other writing, shall be cumulative and may be exercised singularly or concurrently.

Attorneys' Fees; Expenses. If any part of the Indebtedness is collected by or with any assistance from or consultation with an attorney at law, Grantor shall pay to Lender as Lender's attorneys' fees, fifteen percent (15%) of such amount collected. Whether or not any court action is involved, and to the extent not prohibited by law, all attorneys' fees and all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and

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appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Security Deed, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Security Deed. All copies of notices of foreclosure from the holder of any prior security interest which has priority over this Security Deed shall be sent to Lender's address, as shown near the beginning of this Security Deed. Any party may change its address for notices under this Security Deed by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Security Deed:

Amendments. This Security Deed, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Security Deed. No alteration of or amendment to this Security Deed shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Security Deed are for convenience purposes only and are not to be used to interpret or define the provisions of this Security Deed.

Governing Law. This Security Deed will be governed by, construed and enforced in accordance with federal law and the laws of the State of Georgia. This Security Deed has been accepted by Lender in the State of Georgia.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Security Deed unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Security Deed shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Security Deed. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Security Deed, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Security Deed to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Security Deed. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Security Deed shall not affect the legality, validity or enforceability of any other provision of this Security Deed.

Merger. There shall be no merger of the interest or estate created by this Security Deed with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Security Deed on transfer of Grantor's interest, this Security Deed shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Security Deed and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Security Deed or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Security Deed.

Waiver of Notice and Hearing and Homestead Exemption. Grantor expressly waives: (1) any right Grantor may have under the Constitution of the State of Georgia or the Constitution of the United States of America to notice or to a judicial hearing prior to the exercise of any right or remedy provided to Lender by this Security Deed and Grantor waives Grantor's rights, if any, to set aside or invalidate any sale under power duly consummated in accordance with the provisions of this Security Deed on the ground (if such be the case) that the sale was consummated without prior notice or judicial hearing or both; and (2) all homestead exemption rights, if any, which Grantor or Grantor's family may have pursuant to the Constitution and laws of the United States, the State of Georgia or any other State of the United States, in and to the Property as against the collection of the Indebtedness, or any part of the Indebtedness. All waivers by Grantor in this provision have been made voluntarily, intelligently and knowingly by Grantor, after Grantor has been afforded an opportunity to be informed by counsel of Grantor's choice as to possible alternative rights. Grantor's execution of this Security Deed shall be conclusive evidence of the making of such waivers and that such waivers have been voluntarily, intelligently and knowingly made.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Security Deed. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Security Deed shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means UNITED CONSULTING GROUP, LTD. and includes all co-signers and co-makers signing the Note.

Default. The word "Default" means the Default set forth in this Security Deed in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Security Deed in the events of default section of this Security Deed.

Grantor. The word "Grantor" means UNITED CONSULTING GROUP, LTD..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of

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SECURITY DEED
(Continued)

the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Security Deed, together with any amounts expended to preserve and protect the Property and together with interest on such amounts as provided in this Security Deed. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Security Deed.

Lender. The word "Lender" means Wachovia Bank, National Association, successor by merger to SouthTrust Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated January 7, 2005, **in the original principal amount of $250,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is March 15, 2005. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, mobile homes, modular homes, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached, affixed to or used in the operation of the Real Property excluding only that property which by operation of law is Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Security Deed less and except the Personal Property.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Security Deed. The words "Security Deed" mean this Security Deed between Grantor and Lender, and includes without limitation all assignments and security interest provision relating to the Personal Property and the Rents.

IN WITNESS WHEREOF, THIS SECURITY DEED HAS BEEN SIGNED BY THE UNDERSIGNED, WHO ACKNOWLEDGES A COMPLETED COPY HEREOF. THIS SECURITY DEED IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS SECURITY DEED IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

Signed, Sealed and Delivered in the presence of:

X Thomas Fischer
Unofficial Witness

Janice E Medeiros
Notary Public. Gwinnett **County**

(NOTARY SEAL)

My Commission expires: 6-5-06

GRANTOR:

UNITED CONSULTING GROUP, LTD.

By: _____ **(Seal)**
Reza Abree, President of UNITED CONSULTING GROUP, LTD.

LASER PRO Lending, Ver. 5.24.00.003 Copr. Harland Financial Solutions, Inc. ... GA L:\CFI\WIN\CFI\LPL\G03.FC TR-98375 PR-2

Legal Description
Exhibit "A"

3121932897 – United Real Property Investment, LLC

All That Tract Or Parcel Of Land Lying And Being In Land Lot 144, 14th District, Fulton County, Georgia And Being More Particularly Described As Follows: Beginning At The Intersection Of The Northerly Right-Of-Way Of Loveless Avenue (A 30 Foot Right -Of-Way)(A Closed Road) With The Common Land Lot Line Between Land Lots 144 And 113, Being The True Point Of Beginning; Thence Proceeding Northwesterly Along Said Northerly Right-Of-Way Of Loveless Avenue North 89 Degrees 05 Minutes 29 Seconds West A Distance Of 660.48 Feet To A Point; Thence Proceeding North 06 Degrees 45 Minutes 14 Seconds West A Distance Of 407.50 Feet To A Point; Thence Proceeding North 01 Degrees 16 Minutes 00 Seconds East A Distance Of 1,295.11 Feet To A Point On The Westerly Right-Of-Way Of CSX Railroad FKA Louisville & Nashville Railroad; Thence Proceeding Southeasterly Along Said Westerly Right-Of-Way Of CSX Railroad South 36 Degrees 30 Minutes 37 Seconds East A Distance If 394.01 Feet To A Point, Thence Proceeding South 53 Degrees 29 Minutes 23 Seconds West A Distance Of 50.00 Feet To A Point; Thence Continuing Southeasterly Along Said Westerly Right-Of-Way Of CSX Railroad South 36 Degrees 30 Minutes 37 Seconds East A Distance Of 211.49 Feet To A Point; Thence Continuing Southeasterly Along Said Westerly Right-Of-Way Of CSX Railroad Along An Arc Of A Curve To The Right With A Radius Of 1,478.60 Feet An Arc Distance Of 288.51 Feet To A Point, Which Arc Is Subtended By The Chord Bearing South 28 Degrees 08 Minutes 38 Seconds East A Chord Distance Of 288.05 Feet; Thence Proceeding North 67 Degrees 26 Minutes 45 Seconds East A Chord Distance Of 50.00 Feet To A Point; Thence Continuing Southeasterly Along Said Westerly Right-Of-Way Of CSX Railroad Along An Arc Of A Curve To The Right With A Radius Of 1,528.60 Feet An Arc Distance Of 375.72 Feet To A Point, Which Arc Is Subtended By The Chord Bearing South 15 Degrees 30 Minutes 46 Seconds East A Chord Distance Of 374.77 Feet; Thence Continuing Southeasterly Along Said Westerly Right-Of-Way Of CSX Railroad South 08 Degrees 22 Minutes 57 Seconds East A Distance Of 57.95 Feet To A Point, Thence Proceeding Along The Common Land Lot Line Between Land Lots 144 And 113 South 00 Degrees 56 Minutes 49 Seconds West A Distance Of 65.40 Feet To A Point And The True Point Of Beginning, Being Unimproved Property Containing 17.03 Acres, More Or Less All As Shown On That Survey For United Real Property Investment, LLC And Lawyers Title Insurance Corporation Dated April 20, 2001, By A.A. Giometti G.R.L.S No. 1125 Of A.S. Giometti & Associates, Inc.

LESS, EXCEPT THE FOLLOWING TWO TRACTS:

ALKYD POND

All That Tract Or Parcel Of Land Lying and Being In Land Lot 144, 14th District, Fulton County, Georgia And Being More Particularly Described As Follows:

Beginning At The Intersection Of The Northerly Right-Of-Way Of Loveless Avenue (A 30 Foot Right-Of-Way)(A Closed Road) With The Common Land Lot Line Between Land Lots 144 And 113; And Thence Proceeding North 89 Degrees 05 Minutes 29 Seconds West A Distance Of 660.48 Feet To A Point; Thence Continuing North 06 Degrees 45 Minutes 14 Seconds West A Distance Of 407.50 Feet To A Point; Thence Proceeding South 71 Degrees 30 Minutes 48 Seconds East A Distance Of 124.20 Feet To A Point And The True Point Of Beginning, Running Thence The Following Courses And Distances Around The Perimeter Of An Old, Abandoned And Back-Filled Alkyd Pond:

South 58 Degrees 05 Minutes 34 Seconds East, 138.78 Feet;
South 53 Degrees 26 Minutes 40 Seconds East, 85.81 Feet;
South 44 Degrees 55 Minutes 47 Seconds East, 49.04 Feet;
South 26 Degrees 08 Minutes 41 Seconds East, 35.02 Feet;
South 22 Degrees 10 Minutes 37 Seconds West, 56.13 Feet;
North 79 Degrees 43 Minutes 47 Second West, 56.13 Feet;
South 23 Degrees 55 Minutes 02 Seconds West, 79.42 Feet;
North 75 Degrees 36 Minutes 16 Seconds West, 68.07 Feet;
North 08 Degrees 27 Minutes 09 Seconds West, 81.51 Feet;
North 03 Degrees 39 Minutes 19 Seconds East, 115.81 Feet;
North 73 Degrees 33 Minutes 32 Seconds West, 37.78 Feet;
North 64 Degrees 58 Minutes 25 Seconds West, 36.73 Feet;
North 03 Degrees 52 Minutes 13 Seconds East, 32.89 Feet;
North 22 Degrees 06 Minutes 52 Seconds East, 34.96 Feet;
To The True Point Of Beginning, Containing 0.8 Acres According To The Aforesaid Survey.

Deed Book 39230 Pg 324
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

POLYMER POND

All That Tract Or Parcel Of Land Lying And Being In Land Lot 144, 14th District, Fulton County, Georgia And Being More Particularly Described As Follows:

Beginning At The Intersection Of The Northerly Right-Of-Way Of Loveless Avenue(A 30 Foot Right-Of-Way)(A Closed Road) With The Common Labd Lot Line Between Land Lots 144 And 113; And Thence Proceeding North 00 Degrees 56 Minutes 49 Seconds East A Distance Of 65.40 Feet To A Point; Thence Proceeding North 08 Degrees 22 Minutes 57 Seconds East A Distance Of 537.95 Feet To A Point; Thence Proceeding Along An Arc Of A Curve To The Left With A Radius Of 1,528.60 Feet An Arc Distance Of 375.72 Feet To A Point, Which Arc Is Subtended By The Chord Bearing North 15 Degrees 30 Minutes 46 Seconds West A Distance A Chord Distance Of 374.77 Feet; Thence Proceeding South 67 Degrees 26 Minutes 45 Seconds West A Distance Of 50.00 Feet To A Point; Thence Proceeding North 72 Degrees 11 Minutes 39 Seconds West A Distance Of 159.21 Feet To A Point And The True Point Of Beginning; Running Thence And Following Courses And Distances Around The Perimeter Of An Old Abandoned And Back Filled Polymer Pond;

South 27 Degrees 24 Minutes 08 Seconds East, 57.33 Feet;
South 64 Degrees 19 Minutes 03 Seconds West, 71.91 Feet;
South 73 Degrees 45 Minutes 13 Seconds West, 40.71 Feet;
North 59 Degrees 10 Minutes 08 Seconds West, 24.25 Feet;
North 10 Degrees 04 Minutes 44 Seconds East, 16.57 Feet;
North 13 Degrees 47 Minutes 50 Seconds East, 25.78 Feet;
North 81 Degrees 19 Minutes 45 Seconds East, 36.87 Feet;
North 54 Degrees 59 Minutes 40 Seconds East, 55.74 Feet;
North 73 Degrees 25 Minutes 09 Seconds East, 7.48 Feet;

To The True Point Of Beginning Containing 0.14 Acres According To The Aforesaid Survey.

ATTACHMENT J

Fulton County
Clerk of Superior Court
Deed Book 42713
Page 545

Deed Book 42713 Pg 545
Filed and Recorded Jun-05-2006 01:33pm
2006-0169635
Georgia Intangible Tax Paid $0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

DE Book 43434 Page 679

Prepared By and After
Recording Return to:

Kevin M. Walsh, Esq.
Hartman, Simons, Spielman & Wood, LLP
6400 Powers Ferry Road, N.W., Suite 400
Atlanta, Georgia 30339

Greg Klein
REPUBLIC COMMERCIAL TITLE AGENCY, LLC
6111 PEACHTREE-DUNWOODY ROAD, N.E.
BUILDING D
ATLANTA, GA 30328

DEED TO SECURE DEBT AND SECURITY AGREEMENT

THIS DEED TO SECURE DEBT AND SECURITY AGREEMENT (this "Security Deed") is made and executed this 2nd day of May, 2006, by **UNITED REAL PROPERTY INVESTMENT, LLC**, a Georgia limited liability company (hereinafter referred to as "Borrower" and/or "Grantor"), having its principal office at 625 Holcomb Bridge Road, Norcross, Georgia 30071, and **UNITED WHITEHALL I, L.L.C.**, a Georgia limited liability company ("United Whitehall I"), **UNITED WHITEHALL II, L.L.C.**, a Georgia limited liability company ("United Whitehall II"), **UNITED TIFT STREET, L.L.C.**, a Georgia limited liability company ("United Tift"), **UNITED GLOBAL SERVICES, L.L.C.**, a Georgia limited liability company ("United Global"), and **UNITED BOLTON I, L.L.C.**, a Georgia limited liability company ("United Bolton") (sometimes hereinafter United Whitehall I, United Whitehall II, United Tift, United Global, and United Bolton will collectively be referred to as "Guarantor Grantor", and Borrower and Guarantor Grantor may sometimes hereinafter be collectively referred to as "Grantor") to and in favor of **BANK OF NORTH GEORGIA**, and any subsequent holder(s) hereof, having its principal office at 8025 Westside Parkway, Alpharetta, Georgia 30004, or at such other place as Lender may from time to time designate (hereinafter referred to as "Lender");

WITNESSETH

THAT WHEREAS, the Borrower is justly indebted to Lender in the principal sum of FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS ($4,400,000.00) which indebtedness is evidenced and represented by that certain Real Estate Note executed and delivered by Borrower to Lender of even date herewith (as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "Note"); and

NOTE TO CLERK: No intangibles tax due, maturity date less than three (3) years, short term note.

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798631-4 10460.0019000

WHEREAS, the Lender, as a condition precedent to the extension of credit and the making of the loan evidenced by the Note, has required that the Borrower provide Lender with security for the repayment of the indebtedness evidenced by the Note as well as for the performance, observance and discharge by the Borrower of the various covenants, conditions and agreements made by the Borrower to, with, in favor of and for the benefit of Lender with respect to said indebtedness and such security;

NOW THEREFORE, in consideration of and in order to secure the repayment of the indebtedness evidenced and represented by the Note, together with interest on such indebtedness, as well as the payment of all other sums of money secured hereby, as hereinafter provided; and to secure the observance, performance and discharge by the Borrower of all covenants, conditions and agreements set forth in the Note, this Security Deed and in all other documents and instruments executed and delivered by the Borrower to and in favor of Lender for the purpose of further securing the repayment of the indebtedness evidenced and represented by the Note; and in order to charge the properties, interests and rights hereinafter described with such payment, observance, performance and discharge; and in consideration of the sum of one dollar paid by Lender to Borrower and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, pledge, deliver, set over, hypothecate, warrant and confirm unto Lender, its successors and assigns forever, all of Grantor's right, title and interest in and to the following described properties, rights and interests and all replacements of, substitutions for, and additions thereto (all of which are hereinafter together referred to as the "Property"), to wit:

ALL THOSE certain pieces, parcels or tracts of land or real property of which the Grantor is now seized and in actual or constructive possession, situate in Fulton County, Georgia, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter collectively referred to as the "Real Property");

TOGETHER WITH all buildings, structures and other improvements of any kind, nature or description now or hereafter erected, constructed, placed or located upon said Real Property (which buildings, structures and other improvements are hereinafter sometimes together referred to as the "Improvements"), including, without limitation, any and all additions to, substitutions for or replacements of such Improvements;

TOGETHER WITH all minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, lawn plants, crops, trees, timber and other emblements now or hereafter located on, under or above all or any part of the Real Property;

TOGETHER WITH all and singular, the tenements, hereditaments, strips and gores, rights-of-way, easements, privileges and other appurtenances now or hereafter belonging or in any way appertaining to the Real Property, including, without limitation, all right, title and interest of the Grantor in any after-acquired right, title, interest, remainder or reversion, in and to the beds of any ways, streets, avenues, roads, alleys, passages and public places, open or proposed, in front of, running through, adjoining or adjacent to said Real Property (hereinafter sometimes together referred to as "Appurtenances");

TOGETHER WITH any and all leases, contracts, rents, royalties, issues, revenues, profits, proceeds, income and other benefits, including accounts receivable, of, accruing to or derived from said Real Property, Improvements and Appurtenances and any business or enterprise presently situated or hereafter operated thereon and therewith (hereinafter sometimes together referred to as the "Rents");

TOGETHER WITH, any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the Property to the extent of all amounts which may be secured by this Security Deed at the date of any such award or payment including but not limited to Reasonable Attorneys' Fees (as defined in Paragraph 48 herein), costs and disbursements incurred by the Lender in connection with the collection of such award or payment;

AS WELL AS all of the right, title and interest of Grantor in and to all fixtures, goods, chattels, construction materials, furniture, furnishings, equipment, machinery, apparatus, appliances, and other items of personal property, whether tangible or intangible, of any kind, nature or description, whether now owned or hereafter acquired by the Grantor, including, without limitation, improvements including furnaces, steam boilers, hot-water boilers, oil burners, pipes, radiators, air-conditioning and sprinkler systems, gas and electric fixtures, carpets, rugs, shades, awnings, screens, elevators, motors, dynamos, cabinets, and all other furnishings, tools, equipment and machinery, appliances, building supplies, materials, general intangibles, contract rights, accounts receivable, business records, fittings and fixtures of every kind, which is, are or shall hereafter be located upon, attached, affixed to or used or useful, either directly or indirectly, in connection with the complete and comfortable use, occupancy and operation of said Real Property including, without limitation, any and all licenses, permits or franchises, used or required in connection with such use, occupancy or operation, as well as the proceeds thereof or therefrom regardless of form (hereinafter sometimes together referred to as "Fixtures and Personal Property," which term expressly excludes any toxic waste or substances deemed hazardous under federal, state or local laws). The Grantor hereby expressly grants to Lender a present security interest in and a lien and encumbrance upon the Fixtures and Personal Property;

TO HAVE AND HOLD the foregoing Property, and the rights hereby granted for the use and benefit of the Lender and its successors and assigns in fee simple forever;

AND the Grantor covenants and warrants with and to the Lender that the Grantor is indefeasibly seized of the Property and has good right, full power, and lawful authority to convey and encumber all of the same as aforesaid; that the Grantor hereby fully warrants the title to the Property and will defend the same and the validity and priority of the lien, security title and encumbrance of this Security Deed against the lawful claims of all persons whomsoever; and the Grantor further warrants that the Property is free and clear of all liens and encumbrances of any kind, nature or description, save and except only (with respect to said Real Property, Improvements and Appurtenances) for real property taxes for years subsequent to 2005 and those

matters set forth in Exhibit "B" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Permitted Exceptions").

PROVIDED ALWAYS, however, that if the Borrower shall pay unto the Lender the indebtedness evidenced by the Note, and if the Borrower shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every one of the agreements, conditions and covenants of the Note, this Security Deed and all other documents and instruments executed as further evidence of or as security for the indebtedness secured hereby, then this Security Deed and the estates and interests hereby granted and created shall cease, terminate and be cancelled and surrendered, and shall be discharged of record at the expense of Borrower, which expense Borrower agrees to pay.

This conveyance is intended (i) to constitute a security agreement as required under the Uniform Commercial Code of Georgia and (ii) to operate and is to be construed as a deed passing the title to the Property to the Lender and is made under those provisions of the existing laws of the State of Georgia relating to deeds to secure debt, and not as a mortgage, and is given to secure (a) the debt evidenced by the Note (which is incorporated herein by reference and to which reference is made for all purposes, and which Borrower acknowledges evidences an indebtedness arising from a business loan from Lender to Borrower for the purpose of refinancing current real estate debt of the Borrower) of even date herewith executed by the Borrower, payable to the order of the Lender at its office at 8025 Westside Parkway, Alpharetta, Georgia 30004, or to such other person and at such other place as the holder may from time to time require in the principal face amount of Four Million Four Hundred Thousand and NO/100 Dollars ($4,400,000.00), or so much thereof as may have been advanced and remain outstanding from time to time, with interest at the rate specified in the Note, subject to adjustment as therein specified; (b) any and all renewals, extensions, modifications or amendments of the Note; (c) each and every covenant, obligation and undertaking of the Grantor in this Security Deed, in that certain Assignment of Leases, Rents and Profits of even date herewith from Grantor to Lender and in the other Loan Documents (as defined hereinafter); and (d) any and all other indebtedness which may hereafter be owing by the Borrower to the Lender which is incurred or created by advances made by the Lender to or on behalf of or for the account of the Borrower in accordance with the provisions of this Security Deed or otherwise permitted by the provisions of this Security Deed. Principal and interest shall be payable in installments the last of which shall, unless the maturity thereof is accelerated by the holder of the Note or the principal amount of the Note is prepaid, be due and payable on May 15, 2009, all as provided in the Note.

The Grantor, for the benefit of the Lender, and its successors and assigns, does hereby expressly covenant and agree:

1. PAYMENT OF PRINCIPAL AND INTEREST. To pay the principal of the indebtedness evidenced by the Note, together with all interest thereon, in accordance with the terms of the Note, promptly at the times, at the place and in the manner that said principal and interest shall become due, and to promptly and punctually pay all other sums required to be paid by the Borrower pursuant to the terms of the Note, this Security Deed and all other documents and instruments executed as further evidence of, as additional security for or in connection with

the indebtedness evidenced by the Note and secured by this Security Deed (as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "Loan Documents").

2. PERFORMANCE OF OTHER OBLIGATIONS. To perform, comply with and abide by each and every one of the covenants, agreements and conditions contained and set forth in the Note, this Security Deed and the other Loan Documents and to comply with all laws, ordinances, rules, regulations and orders of governmental authorities now or hereafter affecting the Property or requiring any alterations or improvements to be made thereon, and perform all of its obligations under any covenant, condition, restriction or agreement of record affecting the Property and to insure that at all times the Property constitutes one or more legal lots capable of being conveyed without violation of any subdivision or platting laws, ordinances, rules or regulations, or other laws relating to the division or separation of real property.

3. PRESERVATION AND MAINTENANCE OF PROPERTY; ACCESSIBILITY; HAZARDOUS WASTE. To keep all Improvements now existing or hereafter erected on the Real Property in good order and repair and not to do or permit any waste, impairment or deterioration thereof or thereon, nor to alter, remove or demolish any of the Improvements or any Fixtures or Personal Property attached or appertaining thereto, without the prior written consent of the Lender, nor to initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Property or any part thereof, nor to do or permit any other act whereby the Property shall become less valuable, be used for purposes contrary to applicable law or be used in any manner which will increase the premium for or result in a termination or cancellation of the insurance hereinafter required to be kept and maintained on the Property. In furtherance of, and not by way of limitation upon the foregoing covenant, Grantor shall effect such repairs as the Lender may reasonably require, and from time to time make all needful and proper replacements so that said Improvements, Appurtenances, Fixtures and Personal Property will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed. Grantor at all times shall maintain the Property in full compliance with all federal, state or municipal laws, ordinances, rules and regulations currently in existence or hereafter enacted or rendered governing accessibility for the disabled, including but not limited to The Architectural Barriers Act of 1988, The Rehabilitation Act of 1973, The Fair Housing Act of 1988 and The Americans With Disabilities Act of 1990 (hereinafter, collectively the "Accessibility Laws"). Grantor at all times shall keep the Property and ground water of the Property free of "Hazardous Materials" (as hereinafter defined). Grantor shall not permit its tenants or any third party requiring the consent of Grantor to enter the Property, to use, generate, manufacture, store, release, threaten release, or dispose of Hazardous Materials in, on or about the Property or the ground water of the Property in violation of any federal, state or municipal law, decision, statute, rule, ordinance or regulation currently in evidence or hereinafter enacted or rendered ("Hazardous Waste Laws"). Grantor shall give Lender prompt written notice of any claim by any person, entity, or governmental agency that a significant release or disposal of Hazardous Materials has occurred on the Property. The Grantor, through its professional engineers and at its cost, shall promptly and thoroughly investigate suspected Hazardous Materials contamination of the Property. Grantor shall forthwith remove, repair, clean up, and/or

detoxify any Hazardous Materials from the Property or the ground water of the Property whether or not such actions are required by law, and whether or not Grantor was responsible for the existence of the Hazardous Materials in, on or about the Property or the ground water of the Property. "Hazardous Materials" shall include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances," in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq.; the Resources Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 et seq.; the Clean Air Act, 42 U.S.C. Sec. 7401 et seq.; and the Clean Water Act, 33 U.S.C. Sec. 1251 et seq.

Borrower hereby agrees to indemnify Lender and hold Lender harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Lender for, with respect to, or as a direct or indirect result of the non-compliance of the Property with the Accessibility Laws and/or the presence on, under or about the Property, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Property of any Hazardous Materials (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Hazardous Waste Laws, regardless of whether or not caused by, or within the control of, Grantor).

Lender, and/or its agents, shall have the right and shall be permitted, but shall not be required, at all reasonable times, to enter upon and inspect the Property to insure compliance with the foregoing covenants and any and all other covenants, agreements and conditions set forth in this Security Deed. Liability under this Paragraph of this Security Deed shall extend beyond repayment of the Note and compliance with the terms of this Security Deed; provided, however, Grantor shall have no liability under this Paragraph 3 as to Hazardous Materials if the Property becomes contaminated subsequent to Lender's acquisition of the Property by foreclosure, acceptance by Lender of a deed in lieu thereof, or subsequent to any transfer of ownership of the Property which was approved or authorized by Lender in writing, provided that such transferee assumes all obligations of Grantor with respect to Hazardous Materials pursuant to this Security Deed from and after the date of the transfer. The burden of proof under this Paragraph with regard to establishing the date upon which Hazardous Material was placed or appeared in, on or under the Property shall be upon Grantor.

4. PAYMENT OF TAXES, ASSESSMENTS AND OTHER CHARGES. To pay all and singular such taxes, assessments and public charges as are already levied or assessed or that may be hereafter levied or assessed upon or against the Property, when the same shall become due and payable according to law, before the same become delinquent, and before any interest or penalty shall attach thereto, and to deliver official receipts evidencing the payment of the same to the Lender not later than thirty (30) days following the payment of the same. Grantor shall have the right to contest, in good faith, the proposed assessment of ad valorem taxes or special assessments by governmental authorities having jurisdiction of the Property; provided, however, the Grantor shall give written notice thereof to Lender and Lender may, in its sole discretion,

ATTACHMENT K

Fulton County
Clerk of Superior Court
Deed Book 43434
Page 679

Deed Book 43434 Pg 679
Filed and Recorded Sep-13-2006 12:11pm
2006-0305876
Real Estate Transfer Tax $0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

After recording return to:
Calloway Title & Escrow, LLC
Attn: David Dudley 2-18104
4800 Ashford Dunwoody Rd. Ste. 240
Atlanta, Georgia 30338

After recording, return to:
Damon P. Goode, Esq.
Troutman Sanders LLP
600 Peachtree Street, N.E., Suite 5200
Atlanta, Georgia 30308-2216

Cross-reference: Deed Book 42713, Page 545
Deed Book 42713, Page 597
Deed Book 42713, Page 619

QUITCLAIM RELEASE DEED

THIS INDENTURE is made as of the 17th day of August, 2006, between **BANK OF NORTH GEORGIA** (hereinafter referred to as "Grantor") and **UNITED REAL PROPERTY INVESTMENT, LLC,** a Georgia limited liability company ("URPI"), **UNITED WHITEHALL I, L.L.C.,** a Georgia limited liability company ("United Whitehall I"), **UNITED WHITEHALL II, L.L.C.,** a Georgia limited liability company ("United Whitehall II"), **UNITED TIFT STREET, L.L.C.,** a Georgia limited liability company ("Tift"), **UNITED GLOBAL SERVICES, L.L.C.,** a Georgia limited liability company ("United Global"), and **UNITED BOLTON I, L.L.C.,** a Georgia limited liability company ("United Bolton") (hereinafter URPI, United Whitehall I, United Whitehall II, United Tift, United Global and United Bolton will collectively be referred to as "Grantee") ("Grantor" and "Grantee" to include their respective successors, legal representatives and assigns where the context permits or requires).

WITNESSETH

THAT Grantor, for the purposes hereinafter set forth, and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof are hereby acknowledged, does by these presents remise, release and forever quit-claim unto Grantee all of Grantor's right, title and interest in and to all that tract or parcel of land lying and being in Fulton County, Georgia and being more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Land").

TO HAVE AND TO HOLD said property unto Grantee, so that neither Grantor nor any entity or entities claiming under Grantor shall at any time, by any means or ways, have, claim, or demand any right, title, or interest in or to the Land or its appurtenances, or any rights thereof.

THIS INDENTURE is given by Grantor for the purpose of releasing the Land from the lien, security title and effect of that certain Deed to Secure Debt and Security Agreement in favor of Grantor dated May 24, 2006, recorded in Deed Book 42713, Page 545, Fulton County, Georgia records (the "Security Deed"), that certain Assignment of Leases, Rents, and Profits in favor of Grantor dated May 24, 2006, recorded in Deed Book 42713, Page 597, aforesaid records (the "Assignment of Leases"), and that certain Financing Statement in favor of Grantor recorded in Deed Book 42713, Page 619, aforesaid records on June 5, 2006 ("Financing Statement").

As to all property encumbered by the Security Deed, Assignment of Leases and the Financing Statement neither previously released therefrom nor released hereby, the Security Deed, Assignment of Leases and Financing Statements shall remain in full force and effect.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed under seal by its properly and duly authorized officers as of the day, month and year first above written.

GRANTOR:

(SEAL)
Bank of North Georgia SVP

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

Commission expiration date: 10/18/09

NICOLA SINGO NOTARY PUBLIC GEORGIA OCT 18, 2009 COBB COUNTY

(NOTARIAL SEAL)

Deed Book 43434 Pg 681
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 144, 14th Land District, City of Atlanta, Fulton County, Georgia, being more particularly described as follows:

BEGINNING at the GPC aluminum monument found, said monument found having State Plane Coordinates [West Zone] of North 1,285,078.26 feet and East 373,922.57 feet; thence running south 01 degrees 39 minutes 04 seconds west a distance of 209.42 feet to a ½" iron pin set; thence running north 48 degrees 32 minutes 11 seconds east a distance of 128.95 feet to a ½" iron pin set; thence running north 36 degrees 09 minutes 57 seconds west a distance of 153.53 feet to a GPC aluminum monument found and the point of beginning; said tract being designated Tract 1 and containing 0.226 acres, more or less, all as shown on survey dated October 20, 2004, prepared by Metro Engineering and Surveying Co., Inc., and certified by Chester M. Smith, Georgia Registered Land Surveyor No. 1445.

ATTACHMENT L

Listings of Corporate Officers

Ohio Records of Corporations

Business Name	Charter / Registration Number	Type	ıte	Zip	Effective Date	Contact Status
TOSOH AMERICA, INC.	1027497	Foreign Corporation	io	43215	06-DEC-04	Active
TOSOH BIOSCIENCE LLC	1575916	Foreign Limitio Liability Company		43123	17-OCT-05	Active
TOSOH SMD ETNA, LLC	1595263	Foreign Limitio Liability Company		43215	25-JAN-06	Active
TOSOH SMD, INC.	728929	Foreign Corporation	io	43215	11-AUG-04	Active
TOSOH USA, INC.	1075942	Foreign Corporation	io	43215	06-DEC-04	Active

Georgia Records of Corporations

Business Name	Type	Control No.	Status	Address	Officer Title	Name	Address
AZS Corporation	Profit Corporation – Domestic	J006153	Active/ Compliance	3600 Gantz RD Grove City OH	Secretary	Randall D Quintrell PC	999 Peachtree ST NE Atlanta GA
TOSOH USA, Inc.	Profit Corporation – Foreign	J150760	Active/ Compliance	--	Secretary	Tasha Nguyen	3600 Gantz RD Grove City OH
Toyo Soda (America), Inc.	Profit Corporation – Foreign	J050738	Active/ Compliance	3600 Gantz RD Grove City OH	Secretary	Yutaka Nakamura	3600 Gantz RD Grove City OH
Toyo Soda Georgia, Inc.	Profit Corporation – Domestic	J003044	Merged	Toso Bldg. 7-7 1-chome Akasaka	Secretary	Kikkawa toshio	Toso Bldg. 7-7 1-chome Akasaka
United Real Property Investment, LLC	Limited Liability Company - Domestic	0032506	Active/ Compliance	--	Secretary	None Listed	---
United Consulting Group, LTD.	Profit Corporation – Domestic	K001036	Active/ Compliance	325 Holcomb Bridge RD Norcross GA	Secretary	Chris I. Roberds	1850 Ridgewood DR Atlanta GA

Search
- By Business Name
- By Control No
- By Officer
- By Registered Agent

Verify
- Verify Certification

New Filing
- Click here to file online for:
- New Limited Liability Company (LLC)
- New Business Corporation
- New Non-Profit Corporation
- New Professional Corporation (PC)

Annual Registration
- Annual Registration

Name Reservation
- File Name Reservation Online

Online Orders
- Register for Online Orders
- Order Certificate of Existence
- Order Certified Documents

Date: 9/25/2007

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or

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Business Name History

Name	Name Type
AZS CORPORATION	Current Name

Profit Corporation - Domestic - Information

Control No.:	J006153
Status:	Active/Compliance
Entity Creation Date:	6/28/1948
Jurisdiction:	GA
Principal Office Address:	3600 GANTZ RD GROVE CITY OH 43123-1895
Last Annual Registration Filed Date:	4/12/2007
Last Annual Registration Filed:	2007

Registered Agent

Agent Name:	RANDALL D. QUINTRELL
Office Address:	999 PEACHTREE ST NE ATLANTA GA 30309
Agent County:	FULTON

Officers

Title:	**CEO**
Name:	**YUTAKA NAKAMURA**
Address:	3600 GANTZ RD GROVE CITY OH 43123
Title:	**CFO**
Name:	**YUTAKA NAKAMURA**
Address:	3600 GANTZ RD GROVE CITY OH 43123
Title:	**Secretary**
Name:	**RANDALL D QUINTRELL PC**
Address:	999 PEACHTREE ST NE ATLANTA GA 30309

CORPORATION NAME		ADDRESS	CITY	STATE	ZIP
AZS CORPORATION		1100 CIRCLE 75 PKWY STE 600	ATLANTA	GA	30339
CEO:	T YAMAZAKI	3600 GANTZ RD	GROVE CITY	OH	43123
CFO:	SHINICHIRO TAKASHIMA	1100 CIRCLE 75 PKWY STE 600	ATLANTA	GA	30339
SEC:	PEYTON HAWES	220 PEACHTREE ST NE STE 2400	ATLANTA	GA	30303
AGT:	PEYTON HAWES	229 PTREE ST NE STE 2400	ATLANTA	GA	30303

IF ABOVE INFORMATION HAS CHANGED, TYPE OR PRINT CORRECTIONS BELOW:

CORPORATION ADDR: 3600 GANTZ ROAD		GROVE CITY	OH	43123
CEO:				
CFO: T. YAMAZAKI	3600 GANTZ RD.	GROVE CITY	OH	43123
SEC: PEYTON HAWES	127 PEACHTREE ST. NE STE 1100	ATLANTA	GA	30303
AGT: PEYTON HAWES	P.O BOX NOT ACCEPTABLE 127 PEACHTREE ST. NE STE 1100	ATLANTA	GA	30303

I HEREBY CERTIFY THAT I AM AUTHORIZED TO SIGN THIS FORM AND THAT THE INFORMATION IS TRUE AND CORRECT.

AUTHORIZED SIGNATURE: [signature] DATE: 3/23/01

TITLE: PRESIDENT PHONE #

FEIN: * Enter correction here -> FEIN CORRECTION: 58-0422330

COUNTY OF REGISTERED OFFICE: FULTON

COUNTY CHANGE OR CORRECTION:

BR201 (12-99) 2000 CORPORATION ANNUAL REGISTRATION

FEE: $15.00 GA 06/28/1948 DP J006153

01J006153001500AZSCORPORATION

SECRETARY OF STATE
Karen Handel

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Search
By Business Name
By Control No
By Officer
By Registered Agent
Verify
Verify Certification
New Filing
Click here to file online for:
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New Business Corporation
New Non-Profit Corporation
New Professional Corporation (PC)
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Annual Registration
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Business Name History

Name	Name Type
TOSOH USA, INC.	Current Name

Profit Corporation - Foreign - Information

Control No.:	J150760
Status:	Active/Compliance
Entity Creation Date:	6/1/1981
Jurisdiction:	NY
Principal Office Address:	3600 GANTZ RD GROVE CITY OH 43123-1895
Last Annual Registration Filed Date:	3/29/2007
Last Annual Registration Filed:	2007

Registered Agent

Agent Name:	CORPORATION SERVICE COMPANY
Office Address:	40 TECHNOLOGY PKWY S STE 300

	NORCROSS GA 30092
Agent County:	FULTON

Officers

Title:	**CEO**
Name:	**MASAYUKI KUDO**
Address:	3600 GANTZ ROAD GROVE CITY OH 43123
Title:	**Secretary**
Name:	**TASHA NGUYEN**
Address:	6000 SHORELINE CTY STE 101 SOUTH SAN FRANCISC CA 94080

BR201 (12-2000) 2001 CORPORATION ANNUAL REGISTRATION

	ADDRESS	CITY	STATE	ZIP
TOSOH USA, INC.	1100 CIRCLE 75 PKWY STE 600	ATLANTA	GA	30339

PRINCIPAL OFFICERS AND REGISTERED AGENT (AGT)

CEO:	T YAMAZAKI	3600 GANTZ RD	GROVE CITY	OH	43123
CFO:	JOEL MOOR	1100 CIR 75 PKWY STE 600	ATLANTA	GA	30339
SEC:	JAY GLADIS	200 PARK AVENUE	NEW YORK	NY	10166
AGT:	KEN DOOLEY	1100 CIRCLE 75 PKWY STE 600	ATLANTA	GA	30339

IF ABOVE INFORMATION HAS CHANGED, TYPE OR PRINT CORRECTIONS BELOW

CORPORATION ADDRESS:	3600 GANTZ ROAD	GROVE CITY	OH	43123
CEO:				
CFO:				
SEC:				
AGT:	PO BOX NOT ACCEPTABLE		GA	

I HEREBY CERTIFY THAT I AM AUTHORIZED TO SIGN THIS FORM, AND THAT THE INFORMATION IS TRUE AND CORRECT.

AUTHORIZED SIGNATURE: Joel Moor DATE: 3/23/01

TITLE: TREASURER PHONE #:

COUNTY OF REGISTERED OFFICE: FULTON

13-2980522

COUNTY CHANGE OR CORRECTION:

FEE :$15.00 NY 06/01/81 FP N J150760

BR201 (12-00) 2001 CORPORATION ANNUAL REGISTRATION

01J150760001500TOSOHUSAINC

FORM ID SSF01 02/14/01

SECRETARY OF STATE
Karen Handel

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Search
By Business Name
By Control No
By Officer
By Registered Agent
Verify
Verify Certification
New Filing
Click here to file online for:
New Limited Liability Company (LLC)
New Business Corporation
New Non-Profit Corporation
New Professional Corporation (PC)
Annual Registration
Annual Registration
Name Reservation
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Business Name History

Name	Name Type
UNITED REAL PROPERTY INVESTMENT, LLC	Current Name

Limited Liability Company - Domestic - Information

Control No.:	0032506
Status:	Active/Compliance
Entity Creation Date:	7/19/2000
Jurisdiction:	GA
Principal Office Address:	625 HOLCOMB BRIDGE RD NORCROSS GA 30071-2045
Last Annual Registration Filed Date:	2/8/2007
Last Annual Registration Filed:	2007

Registered Agent

Agent Name:	REZA ABREE
Office Address:	625 HOLCOMB BRIDGE RD.

NORCROSS GA 30071

Agent County: GWINNETT

Control No: 0032506
Date Filed: 02/08/2007 03:30 PM
Karen C Handel
Secretary of State

STATE OF GEORGIA
2007 Limited Liability Company Annual Registration

Karen C Handel
Secretary of State

OFFICE OF SECRETARY OF STATE
Annual Registration Filings
P.O. Box 23038
Columbus, Georgia 31902-3038

Entity Control No. 0032506 **Information on record as of:** 2/8/2007

UNITED REAL PROPERTY INVESTMENT, LLC
625 HOLCOMB BRIDGE RD
NORCROSS GA, 30071-2045

Amount due from this entity is indicated below. Annual fee is $30. If amount is more than $30, total reflects amount(s) due from previous year(s). **Renew by April 1, 2007**

Renew at www.georgiacorporations.org or by submitting bottom portion with check payable to "Secretary of State".

Information currently of record is listed below. Please verify "county of registered office." If correct and complete, detach bottom portion, sign, and return with payment. Or, enter changes as needed and submit. Please PRINT LEGIBLY.

Note: Agent address must be street address in Georgia where the agent may be served personally. A mail drop or P.O. Box does not comply with Georgia law for registered office. P.O. Box may be used for principal office.

Any person authorized by the entity to do so may sign and file registration (including online filing).

Please return ONLY the original form below and fee. Other filings and correspondence should be sent to our Atlanta address: Corporations Division, 315 West Tower, #2 Martin Luther King Jr. Drive, Atlanta, GA 30334.

Visit www.georgiacorporations.org to file online or for more information on annual registration. Or, call 404-656-2817.

Current information printed below. Review and update as needed. Detach original coupon and return with payment.

LIMITED LIABILITY COMPANY NAME	ADDRESS	CITY	STATE	ZIP
UNITED REAL PROPERTY INVESTMENT, LLC	625 HOLCOMB BRIDGE RD	NORCROSS	GA	30071
AGT: REZA ABREE	625 HOLCOMB BRIDGE RD.	NORCROSS	GA	30071

IF ABOVE INFORMATION HAS CHANGED, TYPE OR PRINT CORRECTIONS BELOW:

LLC Addr:

P.O. BOX NOT ACCEPTABLE

AGT: GA

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS FORM AND THAT THE INFORMATION IS TRUE AND CORRECT.

AUTHORIZED SIGNATURE: Gale A Blackwell DATE: 2/8/2007 3

TITLE: Filer

COUNTY OF REGISTERED OFFICE: GWINNETT

COUNTY CHANGE OR CORRECTION:

BR245 2007 Limited Liability Company Annual Registration

Amount Due: $30.00

073 0032506%8 0030004 UNITEDREALPROPERTYIN5

SECRETARY OF STATE
Karen Handel

. . . advancing the e-government revolution

Search
- By Business Name
- By Control No
- By Officer
- By Registered Agent

Verify
- Verify Certification

New Filing
- Click here to file online for:
- New Limited Liability Company (LLC)
- New Business Corporation
- New Non-Profit Corporation
- New Professional Corporation (PC)

Annual Registration
- Annual Registration

Name Reservation
- File Name Reservation Online

Online Orders
- Register for Online Orders
- Order Certificate of Existence
- Order Certified Documents

Date: 9/25/2007

View Filed Documents (Annual Registration History etc.)

File Annual Registration Online

or

Print A Paper Annual Registration Form

PLEASE NOTE: To download your Annual Registration forms you will need Adobe Reader to view and/or print. If you do not have Adobe Reader installed on your computer, click the "Get Adobe Reader" button on the right to download the reader free of charge from the Adobe website.

Get Adobe Reader

Business Name History

Name	Name Type
UNITED CONSULTING GROUP, LTD.	Current Name

Profit Corporation - Domestic - Information

Control No.:	K001036
Status:	Active/Compliance
Entity Creation Date:	1/18/1990
Jurisdiction:	GA
Principal Office Address:	625 HOLCOMB BRIDGE RD NORCROSS GA 30071-2045
Last Annual Registration Filed Date:	2/8/2007
Last Annual Registration Filed:	2007

Registered Agent

Agent Name:	REZA ABREE
Office Address:	625 HOLCOMB BRIDGE ROAD NORCROSS GA 30071

Agent County: GWINNETT

Officers

Title: CEO
Name: REZA ABREE
Address: 1005 STONEGATE CT
ROSWELL GA 30075

Title: CFO
Name: REZA ABREE
Address: 1005 STONEGATE CT
ROSWELL GA 30075

Title: Secretary
Name: CHRIS L. ROBERDS
Address: 1850 RIDGEWOOD DR
ATLANTA GA 30307

Control No: K001036
Date Filed: 02/08/2007 03:44 PM
Karen C Handel
Secretary of State

Karen C Handel
Secretary of State

STATE OF GEORGIA
2007 Corporation Annual Registration

OFFICE OF SECRETARY OF STATE
Annual Registration Filings
P.O. Box 23038
Columbus, Georgia 31902-3038

Entity Control No. K001036

Information on record as of: 2/8/2007

UNITED CONSULTING GROUP, LTD.
625 HOLCOMB BRIDGE RD
NORCROSS GA, 30071-2045

Amount due from this entity is indicated below. Annual fee is $30. If amount is more than $30, total reflects amount(s) due from previous year(s). **Renew by April 1, 2007**

Renew at www.georgiacorporations.org or by submitting bottom portion with check payable to "Secretary of State".

Officer, address and agent information currently of record is listed below. Please verify "county of registered office." If correct and complete, detach bottom portion, sign, and return with payment. Or, enter changes as needed and submit. Complete each line, even if the same individual serves as Chief Executive Officer, Chief Financial Officer and Secretary of the corporation. Please PRINT LEGIBLY.

Note: Agent address must be a street address in Georgia where the agent may be served personally. A mail drop or P.O. Box does not comply with Georgia law for registered office. P.O. Box may be used for principal office and officers.

Any person authorized by the entity to do so may sign and file registration (including online filing).

Please return ONLY the original form below and fee. Other filings and correspondence should be sent to our Atlanta address: Corporations Division, 315 West Tower, #2 Martin Luther King Jr. Drive, Atlanta, GA 30334.

Visit www.georgiacorporations.org to file online or for more information on annual registration. Or, call 404-656-2817.

Current information printed below. Review and update as needed. Detach original coupon and return with payment.

CORPORATION NAME	ADDRESS	CITY	STATE	ZIP
UNITED CONSULTING GROUP, LTD.	625 HOLCOMB BRIDGE RD	NORCROSS	GA	30071
CEO: REZA ABREE	1005 STONEGATE CT	ROSWELL	GA	30075
CFO: REZA ABREE	1005 STONEGATE CT	ROSWELL	GA	30075
SEC: CHRIS L. ROBERDS	1850 RIDGEWOOD DR	ATLANTA	GA	30307
AGT: REZA ABREE	625 HOLCOMB BRIDGE ROAD	NORCROSS	GA	30071

IF ABOVE INFORMATION HAS CHANGED, TYPE OR PRINT CORRECTIONS BELOW:

Corporation Addr:				
CEO:				
CFO:				
SEC:				
AGT:	P.O. BOX NOT ACCEPTABLE		GA	

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS FORM AND THAT THE INFORMATION IS TRUE AND CORRECT.
AUTHORIZED SIGNATURE: Gale A. Blackwell DATE: 2/8/2007 3
TITLE: Filer

COUNTY OF REGISTERED OFFICE: GWINNETT

COUNTY CHANGE OR CORRECTION:

BR203 2007 Corporation Annual Registration

Amount Due: $30.00

073 K001036%4 0030004 UNITEDCONSULTINGGROU2

Prescribed by
Bob Taft, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418
Form FLF (August 1992)

Approved _____
Date _____
Fee _____

FOREIGN CORPORATION APPLICATION FOR LICENSE

1. The name of the corporation is Tosoh USA, Inc.

2. The application is made to secure a ☒ permanent ☐ temporary license.

3. The corporation was incorporated on March (month) 16 (day) 1979 (year) under the laws of the state of New York.

4. The corporation's principal office is located at 1100 Circle 75 Parkway, Suite 600 (street),
Atlanta (city, village or township) GA (state) 30339 (zip code).

5. The corporation's principal office within Ohio is to be located in Grove City (city, village or township)
in Franklin County, Ohio 43123 (zip code).
(If the corporation will not have an office in the state of Ohio, please state this fact in line 5. NOTE: "N/A" is not acceptable.)

6. The corporation hereby appoints the following as its statutory agent upon whom process against the corporation may be served in the state of Ohio. The name and complete address of the statutory agent is: (SEE INSTRUCTION NO. 4 ON SECOND PAGE)
CSC-Lawyers Incorporating Service
Corporation Service Company (name) 16 East Broad Street (street)
Columbus (city, village or township), Ohio 43215 (zip code)
(NOTE: P.O. Box addresses are not acceptable.)

7. The corporation irrevocably consents to service of process on the statutory agent listed above as long as the authority of the agent continues, and to service of process upon the SECRETARY OF STATE IF:
   (a) the agent cannot be found, or
   (b) the corporation fails to designate another agent when required to do so, or
   (c) the corporation's license to do business in Ohio expires or is cancelled.

8. The corporation will exercise the following corporate purpose(s) in Ohio:
(Please provide a brief but specific description; a general purpose clause is not sufficient.)
Administrative services for wholesale chemical sales company
located in Georgia.

9. Has the corporation obtained a license to transact business in Ohio at any time in the past? ☐ yes ☒ no.
If yes, prior License No. _____ issued _____ (date)

10. The date on which the corporation began transacting business in Ohio:
☒ Date 01/01/99
OR
☐ will begin business upon approval of application.

11. Is this application being made to enable the corporation to prosecute or defend a legal action? ☐ yes ☒ no.
(SEE INSTRUCTION NO. 5 ON SECOND PAGE)

12. The corporation has currently authorized 200 shares of stock and has issued 10 shares.

STF OH41540F.1

NOTARIZATION

STATE OF Ohio
COUNTY OF Franklin } ss.

I, Joel M. Moor, being duly sworn, state that I am the

- ☐ President
- ☐ Vice President
- ☐ Secretary
- ☒ Treasurer of Tosoh USA, Inc. (name of corporation) and that the foregoing statements are true and correct to the best of my knowledge and belief.

Joel M Moor
(Signature)

SWORN TO AND SUBSCRIBED IN MY PRESENCE
THIS 19th DAY OF March, 19 99.

NOTARY SEAL

DONALD E. RANSBURGH
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 9/17/99

Donald E. Ransburgh
(Signature of notary)
My commission expires September 17, 1999

INSTRUCTIONS

1. This application must be accompanied by an original certificate of good standing from the state in which the applicant is incorporated, dated not more than 60 days prior to the filing of the application. (O.R.C. 1703.04(A))
2. The filing fee for a permanent license is $100.00 and for a temporary license is $125.00. (O.R.C. 1703.04 (C), 1703.13)
3. The application must be signed by the president, vice-president, secretary or treasurer of the corporation and must be notarized. (O.R.C. 1703.041)
4. In item 6, the agent for service of process may be (a) a natural person who is a resident of Ohio, or (b) an Ohio corporation or a foreign corporation licensed in Ohio which is explicitly authorized by its articles to act as statutory agent and which has a business address in Ohio. (O.R.C. 1703.041)
5. No foreign corporation which previously should have obtained a license to do business in Ohio shall maintain any action in any court until it has obtained such a license. Before the corporation shall maintain such action on any cause of action arising at the time when it was not licensed to transact business in this state, it shall pay to the Secretary of State a forfeiture of two hundred fifty dollars with this license application. (O.R.C. 1703.29) It is only under these circumstances that question no. 11 should be answered "yes". Under all other circumstances the answer to this question should be "no".

NOTE: Foreign corporations doing business in Ohio must file each year with the Secretary of State an Annual Statement of Proportion of Capital Stock (Form 7), showing activity in Ohio during the preceding calendar or fiscal year. This report is due March 31st, unless an extension has been requested in writing and has been granted. (O.R.C. 1703.07).

The report is separate and distinct from the Ohio Franchise Tax Report.

If the corporation has been doing business in Ohio prior to the date of licensing, it must submit a Form 7 for each of the years of unlicensed operation in Ohio, together with a certificate from the Ohio Department of Taxation showing that all applicable Franchise Taxes have been paid. For information on this certificate (D-4), call the Department of Taxation at 614-433-7636.

STF OH41540F.2

State of New York
Department of State | ss:

I hereby certify, that the certificate of incorporation of TOSOH USA, INC. was filed on 03/16/1979, under the name of TOYO SODA USA, INC., with perpetual duration, and that a diligent examination has been made of the index of corporation papers filed in this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is a subsisting corporation.

A Certificate of Amendment TOYO SODA USA, INC., changing name to TOSHO USA, INC., was filed 10/01/1987.

A Certificate of Amendment TOSHO USA, INC., changing name to TOSOH USA INC., was filed 10/16/1987.

A Certificate of Amendment TOSOH USA INC., changing name to TOSOH USA, INC., was filed 10/22/1987.

Witness my hand and the official seal of the Department of State at the City of Albany, this 22nd day of February one thousand nine hundred and ninety-nine.

Special Deputy Secretary of State

199902230125 37

TOSOH

TOSOH America, Inc.
3600 Gantz Road, Grove City, Ohio 43123-1895

OHIO SECRETA
30 EAST BRO
COLUMBUS,

Doc ID --> 199911602364

	DATE	DOCUMENT NO	DESCRIPTION		FILING	EXPED	PENALTY	CERT	COPY
1.	5/12/1999	199911602364	FLF FOREIGN LICENSE/FOR-PROFIT		100.00	0.00	0.00	0.00	0.00
				TOTAL	100.00	0.00	0.00	0.00	0.00

Return To:
TOSOH AMERICA, INC.
3600 GANTZ RD
GROVE CITY, OH 43123-1895

-----cut along the dotted line-----

The State of Ohio
Certificate

Secretary of State - J. Kenneth Blackwell

1075942

It is hereby certified that the Secretary of State of Ohio has custody of the business records for TOSOH USA, INC. and that said business records show the filing and recording of:

Document(s)	Document No(s):
FOREIGN LICENSE/FOR-PROFIT	199911602364

**Authorization to transact business in Ohio is hereby given, until surrender, expiration or cancellation of this license.*

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio, This 29th day of March, A.D. 1999

J. Kenneth Blackwell
Secretary of State

Prescribed by
Bob Taft, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418
Form FLF (August 1992)

Approved _____
Date _____
Fee _____

FOREIGN CORPORATION APPLICATION FOR LICENSE

1. The name of the corporation is TOSOH AMERICA, INC.
2. The application is made to secure a ☒ permanent ☐ temporary license.
3. The corporation was incorporated on APRIL (month) 3 (day) 1989 (year) under the laws of the state of DELAWARE.
4. The corporation's principal office is located at 3600 GANTZ ROAD (street), GROVE CITY (city, village or township) OHIO (state) 43123 (zip code).
5. The corporation's principal office within Ohio is to be located in GROVE CITY (city, village or township) in FRANKLIN County, Ohio 43123 (zip code).
   (If the corporation will not have an office in the state of Ohio, please state this fact in line 5. NOTE: "N/A" is not acceptable.)
6. The corporation hereby appoints the following as its statutory agent upon whom process against the corporation may be served in the state of Ohio. The name and complete address of the statutory agent is: (SEE INSTRUCTION NO. 4 ON SECOND PAGE)
   CSC-LAWYERS INCORPORATING SERVICES, COMPANY SERVICE COMPANY (name) 16 EAST BROAD ST. (street) COLUMBUS (city, village or township), Ohio 43215 (zip code)
   (NOTE: P.O. Box addresses are not acceptable.)
7. The corporation irrevocably consents to service of process on the statutory agent listed above as long as the authority of the agent continues, and to service of process upon the SECRETARY OF STATE IF:
   (a) the agent cannot be found, or
   (b) the corporation fails to designate another agent when required to do so, or
   (c) the corporation's license to do business in Ohio expires or is cancelled.
8. The corporation will exercise the following corporate purpose(s) in Ohio:
   (Please provide a brief but specific description; a general purpose clause is not sufficient.)
   ADMINISTRATIVE SERVICES AS A HOLDING COMPANY
9. Has the corporation obtained a license to transact business in Ohio at any time in the past? ☐ yes ☒ no.
   If yes, prior License No. _____ issued _____ (date)
10. The date on which the corporation began transacting business in Ohio:
    ☒ Date 8/1/98
    OR
    ☐ will begin business upon approval of application.
11. Is this application being made to enable the corporation to prosecute or defend a legal action? ☐ yes ☒ no.
    (SEE INSTRUCTION NO. 5 ON SECOND PAGE)
12. The corporation has currently authorized 5,000 shares of stock and has issued 1,340 shares.

STF OH41540F.1

NOTARIZATION

STATE OF OHIO
COUNTY OF FRANKLIN } ss.

I, JOEL M. MOOR, being duly sworn, state that I am the

- ☐ President
- ☐ Vice President
- ☐ Secretary
- ☒ Treasurer of TOSOH AMERICA, INC. (name of corporation) and that the foregoing statements are true and correct to the best of my knowledge and belief.

Joel M. Moor
(Signature)

SWORN TO AND SUBSCRIBED IN MY PRESENCE
THIS 29TH DAY OF July, 19 98.

NOTARY SEAL

SUSAN D. EDWARDS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
09-16-02

Susan D. Edwards
(Signature of notary)

My commission expires 9-16-02

INSTRUCTIONS

1. This application must be accompanied by an original certificate of good standing from the state in which the applicant is incorporated, dated not more than 60 days prior to the filing of the application. (O.R.C. 1703.04(A))
2. The filing fee for a permanent license is $100.00 and for a temporary license is $125.00. (O.R.C. 1703.04 (C), 1703.13)
3. The application must be signed by the president, vice-president, secretary or treasurer of the corporation and must be notarized. (O.R.C. 1703.041)
4. In item 6, the agent for service of process may be (a) a natural person who is a resident of Ohio, or (b) an Ohio corporation or a foreign corporation licensed in Ohio which is explicitly authorized by its articles to act as statutory agent and which has a business address in Ohio. (O.R.C. 1703.041)
5. No foreign corporation which previously should have obtained a license to do business in Ohio shall maintain any action in any court until it has obtained such a license. Before the corporation shall maintain such action on any cause of action arising at the time when it was not licensed to transact business in this state, it shall pay to the Secretary of State a forfeiture of two hundred fifty dollars with this license application. (O.R.C. 1703.29) It is only under these circumstances that question no. 11 should be answered "yes". Under all other circumstances the answer to this question should be "no".

NOTE: Foreign corporations doing business in Ohio must file each year with the Secretary of State an Annual Statement of Proportion of Capital Stock (Form 7), showing activity in Ohio during the preceding calendar or fiscal year. This report is due March 31st, unless an extension has been requested in writing and has been granted. (O.R.C. 1703.07).

The report is separate and distinct from the Ohio Franchise Tax Report.

If the corporation has been doing business in Ohio prior to the date of licensing, it must submit a Form 7 for each of the years of unlicensed operation in Ohio, together with a certificate from the Ohio Department of Taxation showing that all applicable Franchise Taxes have been paid. For information on this certificate (D-4), call the Department of Taxation at 614-433-7636.

STF OH41540F.2

State of Delaware

Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "TOSOH AMERICA, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTEENTH DAY OF JUNE, A.D. 1998.

Edward J. Freel, Secretary of State

AUTHENTICATION: 9140980

DATE: 06-16-98

2192084 8300

981223460

CORRESPONDENCE

Name: Tosoh America

Address: 3600 Gantz Rd

City: Grove City State OH Zip 43123-1895

	DATE	DOCUMENT NO	DESCRIPTION		FILING	EXPED	PENALTY	CERT	COPY
1.	8/31/1998	199822002608	FLF FOREIGN LICENSE/FOR-PROFIT		100.00	0.00	0.00	0.00	0.00
				TOTAL	100.00	0.00	0.00	0.00	0.00

Return To:
TOSOH AMERICA
3600 GANTZ RD
GROVE CITY, OH 43123-1895

cut along the dotted line

The State of Ohio
Certificate

Secretary of State - Bob Taft

1027497

It is hereby certified that the Secretary of State of Ohio has custody of the business records for TOSOH AMERICA, INC. and that said business records show the filing and recording of:

Document(s)	Document No(s):
FOREIGN LICENSE/FOR-PROFIT	199822002608

**Authorization to transact business in Ohio is hereby given, until surrender, expiration or cancellation of this license.*

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio, This 3rd day of August, A.D. 1998

Bob Taft
Bob Taft
Secretary of State

ATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
8/27/2002	200223900278	TRADE NAME/ORIGINAL FILING (RNO)	50.00	.00	.00	.00	.00

Receipt
This is not a bill. Please do not remit payment.

SCHOTTENSTEIN, ZOX & DUNN
41 S. HIGH STREET, SUITE 2600
ATTN: SHARON K. FERGUSON
COLUMBUS, OH 43215

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

1337073

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

TOSOH BIOSCIENCE

and, that said business records show the filing and recording of:

Document(s) — Document No(s):

TRADE NAME/ORIGINAL FILING — **200223900278**

Date of First Use: 08/01/2002
Expiration Date: 08/26/2007

TOSOH AMERICA, INC.
3600 GANTZ ROAD
GROVE CITY, OH 43123

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 26th day of August, A.D. 2002.

J. Kenneth Blackwell
Ohio Secretary of State

Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the **Forms Inventory List** (using the 3 digit form # located at the bottom of this form). To obtain the **Forms Inventory List** or for assistance, please call Customer Service:
Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this form
☐ Yes

RECEIVED
SECRETARY OF STATE
2002 AUG 26 PM 3:29

TRADE NAME REGISTRATION

1. The exact Trade Name being registered is **TOSOH BIOSCIENCE**
(SEE INSTRUCTIONS # 1)

Please note that registration of a trade name is NOT an AUTHORIZATION from the Secretary of State's office to use the name. Registration under a particular name means that the name is available for registration pursuant to the name availability standard set forth in Ohio Revised Code Section 1329.02. Registration with the Secretary of State's office will not protect the user from any lawful claims of persons/entities having superior rights in the same or a similar name.

2. The registrant is: (check appropriate box)

☐ an individual
☐ General Partnership
☐ a Limited Partnership; Secretary of State Registration no. _____
☐ an Ohio Limited Liability Company, registration no. _____
☐ an Ohio corporation, charter no. _____
☑ a foreign corporation incorporated in the state of **Delaware** holding Ohio license no. **1027497**
(SEE INSTRUCTIONS # 2)
☐ an unincorporated association
☐ a foreign limited liability company organized in the state of _____ and holding Ohio registration no _____
☐ other _____

3. The name of the registrant designated in item 2 is:
Tosoh America, Inc.

NOTE: Where the registrant is a partnership, the name of the partnership must appear on this line. If the registrant is a foreign corporation licensed in Ohio under an assumed name, both the assumed name and actual corporate title of such corporation must appear on this line.

4. The business address of the registrant is:

3600 Gantz Road			
(street address P.O. Boxes are not acceptable)			
Grove City	Franklin	Ohio	43123
(city, township, or village)	(county)	(state)	(zip code)

NOTE: P.O. Box addresses are not acceptable.

5. Complete only if registrant is a partnership:

NAMES OF ALL GENERAL PARTNERS	COMPLETE RESIDENCE ADDRESS (including zip code)
N/A	

NOTE: Pursuant to OAG 89-081, if a general partner is a foreign (out-of-state) corporation, it must be licensed to transact business in Ohio; if a general partner is a foreign corporation licensed in Ohio under an assumed name, please note both the assumed name and actual corporate title of such general partner.

J. Kenneth Blackwell

Secretary of State

6. The nature of business conducted by the registrant under the trade name is (please be specific):

Sales and distribution of various chemical products and related equipment including high-performance liquid chromatography systems and packing materials, as well as immunoassay equipment and related agents.

7. The registrant has been using this trade name since **August 1, 2002.**
(SEE INSTRUCTION #3)

TOSOH AMERICA, INC.,
a Delaware corporation

By: Joel Moor
Joel Moor, Treasurer

Doc ID --> 200529103570

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
10/19/2005	200529103570	REGISTRATION OF FOREIGN LIMITED LIABILITY CO (LFA)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

TOSOH BIOSCIENCE, LLC
3600 GANTZ ROAD
GROVE CITY, OH 43123

STATE OF OHIO
CERTIFICATE
Ohio Secretary of State, J. Kenneth Blackwell

1575916

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

TOSOH BIOSCIENCE LLC

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
REGISTRATION OF FOREIGN LIMITED LIABILITY CO	**200529103570**

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 17th day of October, A.D. 2005.

J. Kenneth Blackwell

Ohio Secretary of State

Prescribed by **J. Kenneth Blackwell**
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)

○ Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of $100 ***
⊙ No	PO Box 670 Columbus, OH 43216

RECEIVED
OCT 17 2005
SECRETARY OF STATE

ORGANIZATION / REGISTRATION OF LIMITED LIABILITY COMPANY

(Domestic or Foreign)
Filing Fee $125.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

(1) ☐ Articles of Organization for Domestic Limited Liability Company (116-LCA) ORC 1705	(2) ☒ Application for Registration of Foreign Limited Liability Company (108-LFA) ORC 1705 — (Date of Formation): 11/01/2000 (State): PA

Complete the general information in this section for the box checked above.

Name Tosoh Bioscience LLC

☐ ***Check here if additional provisions are attached***

* If box (1) is checked, name must include one of the following endings: limited liability company, limited, Ltd, L.t.d., LLC, L.L.C.

Complete the information in this section if box (1) is checked.

Effective Date **(Optional)** _____ *(mm/dd/yyyy)* ***Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.***

This limited liability company shall exist for _____ *(Optional)* (Period of existence)

Purpose *(Optional)* _____

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

(Optional)

(Name) _____

(Street) _____ ***NOTE: P.O. Box Addresses are NOT acceptable.***

(City) _____ *(State)* _____ *(Zip Code)* _____

Complete the information in this section if box (2) is checked.

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

Gilbert Kelley
(Name)
156 Keystone Drive
(Street) NOTE: P.O. Box Addresses are NOT acceptable.
Montgomeryville PA 18936
(City) (State) (Zip Code)

The name under which the foreign limited liability company desires to transact business in Ohio is

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

Tosoh America Inc
(Name)
3600 Gantz Road
(Street) NOTE: P.O. Box Addresses are NOT acceptable.
Grove City Ohio 43123
(City) (State) (Zip Code)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

a. the agent cannot be found, or
b. the limited liability company fails to designate another agent when required to do so, or
c. the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED
Must be authenticated (signed) by an authorized representative
(See Instructions)

Authorized Representative — Date 10/4/05
Gilbert V Kelley
(Print Name)

Authorized Representative — Date
(Print Name)

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/26/2006	200602600058	REGISTRATION OF FOREIGN LIMITED LIABILITY CO (LFA)	125.00	100.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

SCHOTTENSTEIN, ZOX & DUNN CO., LPA
250 WEST STREET
ATTN: HEIDI BOWMAN
COLUMBUS, OH 43215-2538

STATE OF OHIO
CERTIFICATE
Ohio Secretary of State, J. Kenneth Blackwell

1595263

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

TOSOH SMD ETNA, LLC

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
REGISTRATION OF FOREIGN LIMITED LIABILITY CO	**200602600058**

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 25th day of January, A.D. 2006.

J. Kenneth Blackwell

Ohio Secretary of State

Prescribed by **J. Kenneth Blackwell**
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
Mail Form to one of the following:	
⊙ Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of $100 ***
○ No	PO Box 670 Columbus, OH 43216

ORGANIZATION / REGISTRATION OF LIMITED LIABILITY COMPANY

(Domestic or Foreign)
Filing Fee $125.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

(1) ☐ Articles of Organization for Domestic Limited Liability Company (115-LCA) ORC 1705	(2) ☑ Application for Registration of Foreign Limited Liability Company (106-LFA) ORC 1705 01/03/06 (Date of Formation) Delaware (State)

Complete the general information in this section for the box checked above.

Name Tosoh SMD Etna, LLC

☐ ***Check here if additional provisions are attached***

* If box (1) is checked, name must include one of the following endings: limited liability company, limited, Ltd., L.t.d., LLC, L.L.C.

Complete the information in this section if box (1) is checked.

Effective Date **(Optional)** _____ *(mm/dd/yyyy)* ***Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.***

This limited liability company shall exist for _____ *(Optional)* (Period of existence)

Purpose *(Optional)* _____

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

(Optional)

(Name)

(Street) ***NOTE: P.O. Box Addresses are NOT acceptable.***

(City) *(State)* *(Zip Code)*

Complete the information in this section if box (1) is checked Cont.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member, manager or representative of

_____
(name of limited liability company)

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is:

_____
(Name of Agent)

_____
(Street) ***NOTE: P.O. Box Addresses are NOT acceptable.***

_____ Ohio _____
(City) *(State)* *(Zip Code)*

Must be authenticated by an authorized representative

Authorized Representative	Date
Authorized Representative	Date

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for

_____
(name of limited liability company)

hereby acknowledges and accepts the appointment of agent for said limited liability Company.

_____
(Agent's signature)

PLEASE SIGN PAGE (3) AND SUBMIT COMPLETED DOCUMENT

Complete the information in this section if box (2) is checked.

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

Tosoh SMD Etna, LLC
(Name)
3600 Gantz Road
(Street) NOTE: P.O. Box Addresses are NOT acceptable.
Grove City (City) Ohio (State) 43123 (Zip Code)

The name under which the foreign limited liability company desires to transact business in Ohio is

Tosoh SMD Etna, LLC

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

Mercury Agent Company
(Name)
250 West Street, Suite 700
(Street) NOTE: P.O. Box Addresses are NOT acceptable.
Columbus (City) Ohio (State) 43215 (Zip Code)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

a. the agent cannot be found, or
b. the limited liability company fails to designate another agent when required to do so, or
c. the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED
Must be authenticated (signed) by an authorized representative
(See Instructions)

Authorized Representative — Date: 24-JAN-06
Mark J. Gore
(Print Name)

Authorized Representative — Date
(Print Name)

533 Page 3 of 3 Last Revised: May 2002

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "TOSOH SMD ETNA, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FOURTH DAY OF JANUARY, A.D. 2006.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "TOSOH SMD ETNA, LLC" WAS FORMED ON THE THIRD DAY OF JANUARY, A.D. 2006.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

4088129 8300

AUTHENTICATION: 4472701

060069379

DATE: 01-24-06

State of Ohio
Department of State

Sherrod Brown
Secretary of State

Date 7/21/88

Number FL 728929

Receipt No. 6330

G426-0489 0055

G0426-0489

Received of or filed by CORPORATE SERVICES

The sum of $ 75.00 for filing FLF PER of

TOSOH SMD, INC.

FLF PER $ 75.00

Returned to: 6330
PRENTICE HALL CORPORATE SERVICES
ATT:T.FESTA
ONE GULF WESTERN PLZ
NEW YORK, NY 10023

RECEIPT

Name:
TOSOH SMD, INC.

Total Fee: $ 75.00

Department of State

The State of Ohio

Sherrod Brown
Secretary of State

G0426-0490

FL726929

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: FLF PER

of:

TOSOH SMD, INC.

STATE OF INCORP: DE

TYPE OF LICENSE: PERMANENT

EXPIRATION DATE: VALID UNTIL CANCELLED FOR FAILURE TO FILE REPORTS

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll G426 at Frame 0491 of the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State, at the City of Columbus, Ohio, this 18TH **day of** JULY, **A.D. 19**88.

Sherrod Brown

Sherrod Brown
Secretary of State

SEC 6002

FORM FLF, AUGUST 1983
Prescribed by Sherrod Brown
Secretary of State

G0426-0491

Approved [illegible]
Date 7-19-88
Fee 35.00

FOREIGN CORPORATION APPLICATION FOR LICENSE

1. The name of the corporation is Tosoh SMD, Inc.

2. The application is made to secure a X permanent ___ temporary license.

3. The corporation was incorporated on June (month) 7 (day) 1988 (year) under the laws of the state of Delaware.

4. The corporation's principal office is located at 3515 Grove City Road (Street) Grove City, Franklin County, (City, Village or Township) OH (State) 43123 (Zip Code).

5. The corporation's principal office within Ohio is located in Grove City (City, Village or Township) in Franklin County, Ohio 43123 (Zip Code).

6. The corporation hereby appoints The Prentice-Hall Corporation System, Inc. as its statutory agent upon whom process against the corporation may be served in the state of Ohio. The complete address of the statutory agent is 380 South 5th Street, (Street) (Franklin County) Columbus, (City, Village or Township) (County) Ohio 43215-5436 (Zip Code).
(NOTE: Statutory agent must be in Ohio.)

7. The corporation irrevocably consents to service of process on the statutory agent listed above so long as the authority of the agent continues, and to service of process upon the SECRETARY OF STATE if:
(a) the agent cannot be found, or
(b) the corporation fails to designate another agent when required to do so, or
(c) the corporation's license to do business in Ohio expires or is cancelled.

8. The corporation will exercise the following corporate purpose(s) in Ohio:
(Please provide a brief but specific description, a general purpose clause is not sufficient.)

Tosoh SMD, Inc. shall engage in the business of making and selling sputtering targets and any related activities thereto.

9. Has the corporation obtained a license to transact business in Ohio at any time in the past: ___ yes X no. If yes, License No. _____ issued _____ (Date).

10. Is this application made to enable the corporation to prosecute or defend a legal action? ___ yes X no.

G0426-0492

11. The date on which the corporation began transacting business in Ohio was (July 8, 1988) or (will begin business upon approval of application).

12. The corporation has currently authorized 10,000 shares of stock and has issued no shares.

Tosoh SMD, Inc.
(Name of Corporation)

By Jay Gladis
Signature President and
Jay Gladis, Secretary
Name and title of person signing

Date June 29, 1988

NOTARY

STATE OF New York

COUNTY OF New York

I, Jay Gladis, being duly sworn, state that I am the President and Secretary (Title) of Tosoh SMD, Inc. (Corporation) and that the foregoing statements are true and correct to the best of my knowledge and belief.

(Signed) Jay Gladis
(Signature)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 6th day of July, 1988.

MARLENE MATZELLE
NOTARY PUBLIC, State of New York
No. 41-4797567
Qualified in Queens County
Cert. filed in County
Commission Expires ~~March 30, 19~~ January 31, 1990

Marlene Matzelle
(Signature of notary)

NOTARY SEAL

My commission expires 1/31/90

State of Delaware

PAGE 1

G0426-0493

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY TOSOH SMD, INC. IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE DATE SHOWN BELOW.

Michael Harkins, Secretary of State

AUTHENTICATION: 1786819

DATE: 07/14/1988

758196127

CORPORATE SERVICES

G0426-0494

YOUR BRANCH OFFICE

50 West Broad Street, Suite 314
Columbus, Ohio 43215

Telephone
(614) 464-2400

TO: SECRETARY OF STATE

DATE: July 18, 1988

xx Please file:

____ Please Pre-Clear:

____ Please issue:

____ Please issue at time of filing:

Articles of Incorporation re:
Certificate of Amendment/ Amended Articles re:
Certificate of Merger or Consolidation re:
Certificate of Dissolution re:
Trade Name/Mark; Fictitious Name re:
~~Foreign License Application~~ re: Tosoh SMD, Inc.
Foreign Name Change Amendment/Merger Recital re:
Surrender of License re:
Agent Filing re:
Reinstatement or Form 7 re:

GOOD STANDING (Short) re:
GOOD STANDING (Long) re:
CERTIFIED COPY /PLAIN
Articles + All Amendments
Merger Agreement
Trust Agreement
Other: _____

MERGER CERTIFICATE
FULL FORCE & EFFECT CERT.

FEE ENCLOSED 75.00

RETURN FILED DOCUMENT TO:

Theresa Festa
Prentice Hall Corporate Services
One Gulf WEstern Plaza
New York, NY 10023

CORRESPONDENCE

Ruth M. Harriston
R. M. Harriston
Owner/Manager

PROMPT PROFESSIONAL SERVICE

CS 111
2/88

OHIO SECRETARY OF STATE
PROCESSING STATEMENT
09/25/97

06007-1419

CHARTER NUMBER: FL728929
BOOK AND FRAME: 6007-1419

CORPORATION:	DOCUMENT NUMBER	CODE	FEE
TOSOH SMD, INC.	97031938701	97N	10.00

030002

RETURN TO: TOSOH SMD, INC.
3600 GANTZ RD
GROVE CITY OH 43123-1895

TOTAL : 10.00

0173

06007-1420

The State of Ohio

Bob Taft

Secretary of State

FL728929

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: 97N

of:

TOSOH SMD, INC.

STATE OF INCORP:

TYPE OF LICENSE:
EXPIRATION DATE: VALID UNTIL CANCELLED FOR FAILURE TO FILE REPORTS

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll 6007 at Frame 1421 of the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at Columbus, Ohio, this 19TH day of MARCH A.D. 1997.

Bob Taft
Bob Taft
Secretary of State

Prescribed by
Bob Taft, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418

06007-1421

97031 1687 1

License No.	728929
Approved	cc
Date	3-19-97
Fee ($10 min.)	$10

ANNUAL STATEMENT OF PROPORTION OF CAPITAL STOCK

Section 1702.67 Ohio Revised Code

1997 (year) **FORM 7**

TOSOH SMD, INC., a corporation organized under the laws of the State of DELAWARE, with its principal office outside Ohio located at

NONE (Street Address) (City) (State) (Zip Code)

and its Ohio office located at 3600 GANTZ ROAD (Street Address) GROVE CITY (City) OH 43123 (Zip Code)

hereby makes the following statement:

1. Corporation holds Ohio license No. 728929, issued on 7-18-88.
2. This report is made as of 12-31-96 and is the ending date of the corporations accounting period and reflects the business transacted in the previous year. (See instruction 3 on reverse side.)
3. The book value (exclude goodwill) of Ohio assets is (See instruction 5 on reverse side.) 60,260,285
4. Total business transacted in Ohio last year was 713,959
   Sum of 3 and 4 60,974,244
5. The book value (exclude goodwill) of all assets is 60,813,145
6. Total business transacted last year was 72,910,241
   Sum of 5 and 6 133,723,386
7. a. Number of authorized shares 10,000
   b. Number of issued shares 10,000
8. The name and address to whom statements of fees due may be mailed is (See instruction 6 on reverse side):
   TOSOH SMD, INC., ATTN: D. LEIDY, 3600 GANTZ RD., GROVE CITY, OH 43123
   (Must be a complete street address, including zip code.)

For Office Use Only	
Issued shares	
Decimal	
Present Prop.	45.60
Prior Prop.	71.65
Increase	
Fee Due	
Penalty (10%)	
Total	

NOTARIZATION

State of OHIO County of FRANKLIN

I, MARK LABUDA, being duly sworn, state that I am the

☐ President ☒ Vice President ☐ Secretary ☐ Treasurer

of TOSOH SMD, INC. (Name of Corporation)

and that the foregoing statements are true and correct to the best of my knowledge and belief.

SWORN TO AND SUBSCRIBED IN MY PRESENCE THIS 7th DAY OF March, 1997.

(signature) V.P., FINANCE

Donald E. Ransburgh (signature of notary)

SEAL DONALD E. RANSBURGH NOTARY PUBLIC, STATE OF OHIO MY COMMISSION EXPIRES 9/17/99 commission expires September 17 1999

INSTRUCTIONS ON REVERSE SIDE

ANNC57

TOSOH SMD, INC.

TOSOH

3600 Gantz Road, Grove City, Ohio 43123-1895

06007-1422

THE OHIO SECRETARY OF STATE
30 EAST BROAD STREET, 14th FLOOR
COLUMBUS, OHIO 43266-0418

Resource Conservation and Recovery Act (RCRAInfo)

Query Results

Report an Error

Consolidated facility information (from multiple EPA systems) was searched to select facilities

Handler ID: Beginning With: GAD981237225

Results are based on data extracted on JUN-08-2006

Note: Click on the underlined CORPORATE LINK value for links to that company's environmental web pages.
Click on the underlined MAPPING INFO value to obtain mapping information for the facility.

Go To Bottom Of The Page

HANDLER NAME:	AZS CORPORATION	HANDLER ID:	GAD981237225
STREET:	762 MARIETTA BLVD	FACILITY INFORMATION:	View Facility Information
CITY:	ATLANTA	CORPORATE LINK:	No
STATE:	GA	COUNTY:	FULTON
ZIP CODE:	30318	MAPPING INFO:	MAP
EPA REGION:	4	RCRA Corrective Action:	PROFILE

C .TACT INFORMATION

NAME	STREET	CITY	STATE	ZIP CODE	PHONE	TYPE OF CONTACT
ROY MOTE	PO BOX 3020	COVINGTON	GA	30015	7707862338	Public

LIST OF NAICS CODES AND DESCRIPTIONS

NAICS CODE	NAICS DESCRIPTION
32511	Petrochemical Manufacturing

Go To Top Of The Page

Total Number of Facilities Displayed: 1

Resource Conservation and Recovery Act Corrective Action Site Progress Profile

Report an Error

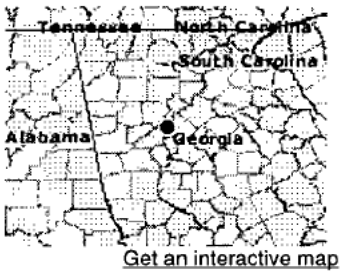
AZS CORPORATION ID: (GAD981237225)

This profile is meant to provide you with basic information on EPA`s cleanup progress at this RCRA facility. Please use the links in the "More Details..." box to find other information on this site.

More Details

- Facility Information (Facility Registry System)
- Waste Process Report
- Facility Classification Report
- Engineering/Institutional Controls and Industry Classification Report
- Other Names for this Site

Site Location



Get an interactive map

EPA Region 4 implements and enforces the RCRA corrective action program for Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee

Site Address:
AZS CORPORATION
762 MARIETTA BLVD
ATLANTA, GA 30318
County: FULTON

US Congressional District:
Population within 1 mile: 13530

For further information on this corrective action site, contact region or state in which this site is located.

Cleanup Progress Summary

Hazardous wastes are managed under the Resource Conservation and Recovery Act. When these wastes contamnate the land, water or air they must undergo "corrective action."

This site has been identified as a corrective action site.

View detailed list of cleanup activities >>

View information on what controls are in place to protect human health and the environment >>

Environmental Impact Summary

If this corrective action site has been examined to determine if human exposures to contaminants are under control and the migration of contaminated water is under control, that information is provided below.

At this site, human exposures are not under control.

At this site, migration of contaminated groundwater is not under control.

Contamination & Exposure

Contamination:

Information on the contamination and the reason for the cleanup may be available. For further information, see the contact information provided above, or try the Statement of Basis Web Page to see if a Statement of Basis for the corrective action remedy has been provided to EPA.

Exposure:

Is human exposure to contamination at this site under control?	NO
Is the migration of contaminated groundwater at this site under control?	NO

The Solution: Cleanup Process & Progress

Cleanup Activities at this site:

1. Site Assessed	03-JUN-87
2. Site Identified for Corrective Action	YES
3. Solution for Cleanup Selected (Final Remedy Decision)	UNKNOWN
4. Solution for Cleanup is Implemented	UNKNOWN
5. Cleanup Complete	UNKNOWN

Controls in Place at this site:

There are many types of controls that can be put in place to control human exposure to contaminants and the migration of contaminated groundwater from the site, and protect the effectiveness of cleanup remedies. Engineering Controls are mechanisms that work by physically controlling access to the land, the flow of water, etc. Examples include fences, cement caps over contaminated areas, and pumps. Institutional Controls (ICs) (also known as land use controls (LUCs) EXIT disclaimer, activity and use limitations (AULs), and environmental use restrictions (EURs) are administrative and/or legal controls, that work by limiting land or resource use. Private or (proprietary) examples include deed restrictions, covenants and easements. Public (or govenrmental) examples include zoning ordinances and groundwater permitting programs.

Are controls in place at this site?	Type of Control(s):
Institutional Controls: NO	
Engineering Controls: NO	

Government Performance & Results Act (GRPA) Milestones

EPA is required to report on the following milestones under the Government Performance & Results Act. More Information...

Milestone	Status
Human Exposure Under Control	NO
Contaminated Groundwater migration Under Control	NO

Data Refreshed on Thursday , June 08, 2006

Last updated on Tuesday, December 11th, 2007
http://oaspub.epa.gov/enviro/rcra_profile.getmain

Resource Conservation and Recovery Act Corrective Action Site Progress Profile

Report an Error

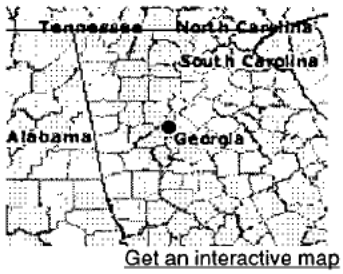
AZS CORPORATION ID: (GAD981237225)

This profile is meant to provide you with basic information on EPA`s cleanup progress at this RCRA facility. Please use the links in the "More Details..." box to find other information on this site.

More Details

- Facility Information (Facility Registry System)
- Waste Process Report
- Facility Classification Report
- Engineering/Institutional Controls and Industry Classification Report
- Other Names for this Site

Site Location



Get an interactive map

EPA Region 4 implements and enforces the RCRA corrective action program for Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee

Site Address:
AZS CORPORATION
762 MARIETTA BLVD
ATLANTA, GA 30318
County: FULTON

US Congressional District:
Population within 1 mile: 13530

For further information on this corrective action site, contact region or state in which this site is located.

Cleanup Progress Summary

Hazardous wastes are managed under the Resource Conservation and Recovery Act. When these wastes contamnate the land, water or air they must undergo "corrective action."

This site has been identified as a corrective action site.

View detailed list of cleanup activities >>

View information on what controls are in place to protect human health and the environment >>

Environmental Impact Summary

If this corrective action site has been examined to determine if human exposures to contaminants are under control and the migration of contaminated water is under control, that information is provided below.

At this site, human exposures are not under control.

At this site, migration of contaminated groundwater is not under control.

Contamination & Exposure

Contamination:

Information on the contamination and the reason for the cleanup may be available. For further information, see the contact information provided above, or try the Statement of Basis Web Page to see if a Statement of Basis for the corrective action remedy has been provided to EPA.

Exposure:

Is human exposure to contamination at this site under control?	NO
Is the migration of contaminated groundwater at this site under control?	NO

The Solution: Cleanup Process & Progress

Cleanup Activities at this site:

1. Site Assessed	03-JUN-87
2. Site Identified for Corrective Action	YES
3. Solution for Cleanup Selected (Final Remedy Decision)	UNKNOWN
4. Solution for Cleanup is Implemented	UNKNOWN
5. Cleanup Complete	UNKNOWN

Controls in Place at this site:

There are many types of controls that can be put in place to control human exposure to contaminants and the migration of contaminated groundwater from the site, and protect the effectiveness of cleanup remedies. Engineering Controls are mechanisms that work by physically controlling access to the land, the flow of water, etc. Examples include fences, cement caps over contaminated areas, and pumps. Institutional Controls (ICs) (also known as land use controls (LUCs) EXIT disclaimer, activity and use limitations (AULs), and environmental use restrictions (EURs) are administrative and/or legal controls, that work by limiting land or resource use. Private or (proprietary) examples include deed restrictions, covenants and easements. Public (or govenrmental) examples include zoning ordinances and groundwater permitting programs.

Are controls in place at this site?	Type of Control(s):
Institutional Controls: NO	
Engineering Controls: NO	

Government Performance & Results Act (GRPA) Milestones

EPA is required to report on the following milestones under the Government Performance & Results Act. More Information...

Milestone	Status
Human Exposure Under Control	NO
Contaminated Groundwater migration Under Control	NO

Data Refreshed on Thursday , June 08, 2006

Last updated on Tuesday, December 11th, 2007
http://oaspub.epa.gov/enviro/rcra_profile.getmain

Facility Registry System (FRS)

Facility Detail Report

Report an Error

FRS

Facility Name:	AZS CORPORATION
Location Address:	762 MARIETTA BLVD
Supplemental Address:	
City Name:	ATLANTA
State	GA
County Name:	FULTON
ZIP/Postal Code:	30318
EPA Region:	04
Congressional District Number:	
Legislative District Number:	NR
HUC Code:	
Federal Facility:	NO
US Mexico Border Indicator:	NO
Tribal Land :	YES
Tribal Land Name:	
Latitude:	33.775159
Longitude:	-84.426105
Method:	ADDRESS MATCHING-HOUSE NUMBER
Reference Point Description:	
Duns Number:	
Registry ID:	110013761143

Map this facility

Environmental Interests

Information System	Information System ID	Environmental Interest Type	Data Source	Last Updated Date	Supplemental Environmental Interests:
RCRAINFO	GAD981237225	TSD (ACTIVE)	NOTIFICATION (RCRA)	08/14/2000	ICIS-ENFORCEMENT/COMPLIANCE ACTIVITY
RCRAINFO	GAD981237225	CORRECTIVE ACTION (ACTIVE)	RCRAINFO	08/14/2000	ICIS-ENFORCEMENT/COMPLIANCE ACTIVITY
RCRAINFO	GAD981237225	SQG (ACTIVE)	NOTIFICATION (RCRA)	08/14/2000	ICIS-ENFORCEMENT/COMPLIANCE ACTIVITY

Facility Mailing Addresses

Affiliation Type	Delivery Point	City Name	State	Postal Code	Information System
	1100 CIRCLE 75 SUITE 600	ATLANTA	GA	30339	RCRAINFO
FACILITY MAILING ADDRESS	PO BOX 3020	COVINGTON	GA	30015	RCRAINFO
REGULATORY CONTACT	PO BOX 3020	COVINGTON	GA	30015	RCRAINFO

NAICS Codes

No NAICS Codes returned.

SIC Codes

No SIC Codes returned.

Contacts

Affiliation Type	Full Name	Office Phone	Information System	Mailing Address
REGULATORY CONTACT	ROY MOTE	7707862338	RCRAINFO	View

Organizations

Affiliation Type	Name	DUNS Number	Information System	Mailing Address
	AZS CORPORATION		RCRAINFO	View

Alternative Names

Alternative Name	Source of Data
AZS CORP SURFACE IMPOUNDMENTS	STATE INSPECTION

Query executed on: DEC-11-2007

Resource Conservation and Recovery Act (RCRAInfo)

Query Results

Report an Error

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Click on the underlined MAPPING INFO value to obtain mapping information for the facility.

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HANDLER NAME:	AZS CORPORATION	HANDLER ID:	GAD981237225
STREET:	762 MARIETTA BLVD	FACILITY INFORMATION:	View Facility Information
CITY:	ATLANTA	CORPORATE LINK:	No
STATE:	GA	COUNTY:	FULTON
ZIP CODE:	30318	MAPPING INFO:	MAP
EPA REGION:	4	RCRA Corrective Action:	PROFILE

C TACT INFORMATION

NAME	STREET	CITY	STATE	ZIP CODE	PHONE	TYPE OF CONTACT
ROY MOTE	PO BOX 3020	COVINGTON	GA	30015	7707862338	Public

LIST OF PROCESS UNIT INFORMATION FOR GROUP POLYMER POND

PROCESS CODE / DESCRIPTION	LEGAL OPERATING STATUS	UNIT OF MEASUREMENT TYPE / DESCRIPTION	CAPACITY TYPE / DESCRIPTION	QUANTITY	CAPACITY	EFFECTIVE DATE
S04 - SURFACE IMPOUNDMENT STORAGE	Post-closure Permitted - Closed With Waste In Place	G - GALLONS	-	1	17500	30-SEP-87

LIST OF PROCESS UNIT INFORMATION FOR GROUP STORAGE TANK

PROCESS CODE / DESCRIPTION	LEGAL OPERATING STATUS	UNIT OF MEASUREMENT TYPE / DESCRIPTION	CAPACITY TYPE / DESCRIPTION	QUANTITY	CAPACITY	EFFECTIVE DATE
S02 - TANK STORAGE	Interim Status Terminated - PROTECTIVE FILER	G - GALLONS	-	1	8136	24-JUN-84

L OF PROCESS UNIT INFORMATION FOR GROUP SERIES PONDS

PROCESS CODE / DESCRIPTION	LEGAL OPERATING STATUS	UNIT OF MEASUREMENT TYPE / DESCRIPTION	CAPACITY TYPE / DESCRIPTION	QUANTITY	CAPACITY	EFFECTIVE DATE

S04 - SURFACE IMPOUNDMENT STORAGE	Post-closure Permitted - Closed With Waste In Place	G - GALLONS	-	1	38313	30-SEP-87

LIST OF PROCESS UNIT INFORMATION FOR GROUP POLYMER POND

OCESS CODE / DESCRIPTION	LEGAL OPERATING STATUS	UNIT OF MEASUREMENT TYPE / DESCRIPTION	CAPACITY TYPE / DESCRIPTION	QUANTITY	CAPACITY	EFFECTIVE DATE
S04 - SURFACE IMPOUNDMENT STORAGE	Interim Status - Operating, Actively Managing Rcra-regulated Waste	G - GALLONS	-	1	17500	22-NOV-85

LIST OF PROCESS UNIT INFORMATION FOR GROUP SERIES PONDS

PROCESS CODE / DESCRIPTION	LEGAL OPERATING STATUS	UNIT OF MEASUREMENT TYPE / DESCRIPTION	CAPACITY TYPE / DESCRIPTION	QUANTITY	CAPACITY	EFFECTIVE DATE
S04 - SURFACE IMPOUNDMENT STORAGE	Interim Status - Operating, Actively Managing Rcra-regulated Waste	G - GALLONS	-	1	38313	31-MAR-86

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Total Number of Facilities Displayed: 1

Resource Conservation and Recovery Act (RCRAInfo)

Query Results

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Results are based on data extracted on JUN-08-2006

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Click on the underlined MAPPING INFO value to obtain mapping information for the facility.

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HANDLER NAME:	AZS CORPORATION	HANDLER ID:	GAD981237225
STREET:	762 MARIETTA BLVD	FACILITY INFORMATION:	View Facility Information
CITY:	ATLANTA	CORPORATE LINK:	No
STATE:	GA	COUNTY:	FULTON
ZIP CODE:	30318	MAPPING INFO:	MAP
EPA REGION:	4	RCRA Corrective Action:	PROFILE

C .TACT INFORMATION

NAME	STREET	CITY	STATE	ZIP CODE	PHONE	TYPE OF CONTACT
ROY MOTE	PO BOX 3020	COVINGTON	GA	30015	7707862338	Public

HANDLER / FACILITY CLASSIFICATION

HANDLER TYPE	LAND DISPOSAL	INCINERATOR	BOILER AND OR INDUSTRIAL FURNACE	STORAGE	TREATMENT
Full Enforcement	Y				
Permit Progress	Y				
Post-Closure Workload	Y				

HANDLER TYPE
TSDFs Potentially Subject to Corrective Action Under Section 3004 (u)/(v)
Small Generator
Subject to CA
CA Workload

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Total Number of Facilities Displayed: 1

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Resource Conservation and Recovery Act (RCRAInfo)

Query Results

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Handler ID: Beginning WITH: GAD981237225

Results are based on data extracted on JUN-08-2006

Note: Click on the underlined CORPORATE LINK value for links to that company's environmental web pages.
Click on the underlined MAPPING INFO value to obtain mapping information for the facility.

Go To Bottom Of The Page

HANDLER NAME:	AZS CORPORATION	HANDLER ID:	GAD981237225
STREET:	762 MARIETTA BLVD	FACILITY INFORMATION:	View Facility Information
CITY:	ATLANTA	CORPORATE LINK:	No
STATE:	GA	COUNTY:	FULTON
ZIP CODE:	30318	MAPPING INFO:	MAP
EPA REGION:	4	RCRA Corrective Action:	PROFILE

C .TACT INFORMATION

NAME	STREET	CITY	STATE	ZIP CODE	PHONE	TYPE OF CONTACT
ROY MOTE	PO BOX 3020	COVINGTON	GA	30015	7707862338	Public

LIST OF NAICS CODES AND DESCRIPTIONS

NAICS CODE	NAICS DESCRIPTION
32511	Petrochemical Manufacturing

Go To Top Of The Page

Total Number of Facilities Displayed: 1

Alternative Site Names

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These are the alternative, historic or program-specific names for the facility, site, or property or a portion of it.

AZS CORPORATION

Alternative Name	Source System
AZS CORP	FRS
AZS CORP SURFACE IMPOUNDMENTS	RCRAINFO
AZS CORPORATION	RCRAINFO

Dobbs Environmental

Environmental Consulting Services

P.O. Box 3020
Covington, Georgia 30015-3020

B. 770-786-2338
Fax: 770-786-2397

SEMI-ANNUAL REPORT
FOR
POST-CLOSURE CARE AND CORRECTIVE ACTION
OF HAZARDOUS WASTE SURFACE IMPOUNDMENTS
April 17-18, 2006 to November 28-29, 2006

Georgia Department of Natural Resources
Environmental Protection Division
Hazardous Waste Management Program
205 Butler Street, S.E, Suite 1154
Atlanta, Georgia 30334
Permit No. HW-051(D)
Facility ID. No. GAD981237225

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EPD / Hazardous Waste Branch

Prepared on behalf of:

AZS CORPORATION
1100 Circle 75 Parkway
Suite 600
Atlanta, Georgia 30339-3097

Prepared by:

DOBBS ENVIRONMENTAL
P.O. Box 3020
Covington, Georgia 30210
Charles S. Hill, P.G. # 639

FEBRUARY 2007

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SEMI-ANNUAL REPORT
FOR
POST-CLOSURE CARE AND CORRECTIVE ACTION OF HAZARDOUS WASTE SURFACE IMPOUNDMENTS

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Environmental Protection Division
Hazardous Waste Management Program
205 Butler Street, S.E, Suite 1154
Atlanta, Georgia 30334
Permit No. HW-051(D)
Facility ID. No. GAD981237225

Prepared on behalf of:

AZS CORPORATION
1100 Circle 75 Parkway
Suite 600
Atlanta, Georgia 30339-3097

Prepared by:

DOBBS ENVIRONMENTAL
P.O. Box 3020
Covington, Georgia 30210
Charles S. Hill, P.G. # 639

FEBRUARY 2007

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Tosoh America, Inc.
156 Keystone Drive
Montgomeryville, PA 18936

Georgia Department of Natural Resources
Environmental Protection Division
2 Martin Luther King Jr. Drive
Suite 1154 East
Atlanta, Georgia 30334

Attention: Mr. Jim McNamara
Unit Coordinator

Subject: AZS Corporation
762 Marietta Boulevard, N.W.
Atlanta, Georgia 30318
EPA ID# GAD981237225

Dear Mr. McNamara:

I am writing to you to provide the authorization of Tosoh America Incorporated to Mr. Denny Dobbs of Dobbs Environmental to sign-off on documents routinely submitted to the Georgia Environmental Protection Division (GA EPD) for the above referenced facility. These documents may include, but are not limited to, semi-annual reports for the facility, responses to GA EPD comments regarding the facility, and other routine communications with the GA EPD for the AZS facility located in Atlanta, Georgia.

If you have any questions or comments regarding my authorization to allow Mr. Denny Dobbs to sign-off on documents for the AZS facility please call me at (215) 283-5019. You may also contact Mr. Dobbs at (770) 786-2338.

Sincerely,

Gilbert Kelley (Tosoh)

cc: Denny Dobbs (Dobbs Environmental)
Randy Quintrell (Attorney)

CERTIFICATION

As per condition I.C.10 of Hazardous Waste Facility Permit No. HW-051(D) and the requirements set forth in Section 270.11, the following certification is made:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the systems, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Denny M. Dobbs
AZS Designated Representative

DATE: 02-07-08

"I certify that I am a qualified groundwater scientist who has received a baccalaureate or postgraduate degree in the natural sciences or engineering, and have sufficient training and experience in groundwater hydrology and related fields, as demonstrated by state registration and completion of accredited university courses, that enable me to make sound professional judgements regarding groundwater monitoring and contaminant fate and transport. I further certify that this report was prepared by myself or by a subordinate working under my direction."

Charles S. Hill, P.G.
Professional Geologist

DATE: 02-07-07

CHARLES S. HILL
No. 639

1.0 INTRODUCTION

AZS Corporation, as a requirement set forth in hazardous waste facility permit [Permit No. HW-051(D)] issued by the Environmental Protection Division (EPD) of the Georgia Department of Natural Resources, hereby submits this report to the EPD addressing the effectiveness of the corrective action program currently in effect at the AZS Chemical Site, Atlanta, Fulton County, Georgia (Figure I). In compliance with the above state requirement, this report addresses the period from April 17-18, 2006 to November 28-29, 2006, and includes data collected from the semi-annual sampling event conducted on November 28-29, 2006, estimated groundwater velocities, and information on the status of the groundwater recovery and treatment system.

The corrective action program, a pump and treat system, is focused on the remediation of groundwater contaminants at the AZS Site emanating from the closed Series Ponds. The corrective action program consists of three groundwater extraction wells (RW-2R, RW-3 and RW-4) and an on-site groundwater air stripping treatment system with carbon polishing of effluent air emissions. Treated groundwater (effluent) is discharged to the Atlanta Sewer system for disposal.

2.0 GROUNDWATER MONITORING STATUS

The following AZS site monitor wells MW-1, MW-20, and MW-24 in the Polymer Pond area were sampled. The following monitor wells, recovery wells, surface water stations, treatment system influent, and effluent were sampled MW-7, MW-8, MW-9, MW-14, MW-23, MW-27, MW-28, MW-29, MW-30, MW-31, RW-2R, RW-3, RW-4, the surface water stations BB-1 and BB-2 (formerly BB-4) and the system influent and effluent in the Series Pond area.

A discussion of the analytical results, formaldehyde, barium, and sulfide for the Polymer Pond samples, and benzene, 1,1-dichloroethane, cis-1,2-dichloroethene, trans-1,2-dichloroethene, tetrachloroethene, trichloroethene, vinyl chloride, barium, sulfide, and formaldehyde are presented for the Series Pond samples. The effluent sample was also analyzed for MIBK, pH, and Nickel as part of the City of Atlanta sewer system discharge permit.

A Series Pond point of compliance well (MW-31) was analyzed for Appendix IX constituents by the following methods:

- SW-846 EPA Method 8260B (volatile organic constituents)
- SW-846 EPA Method 8270C (semi-volatile organic constituents) with cresols
- antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, nickel, selenium, silver, thallium, tin, vanadium and zinc by SW-846 EPA Method 6020
- mercury by SW-846 EPA Method 7470A
- chlorinated pesticides by SW-46 EPA Method 8081A

- sulfide by SW-846 EPA Method 9030
- polychlorinated biphenyls by SW-846 EPA Method 8082
- chlorinated herbicides by SW-846 EPA Method 8151A
- formaldehyde by SW-846 EPA Method 8315A
- dioxins-dibenzofurans by SW-846 EPA Method 6010B.

Figure I is a site location map and Figure II shows the location of the monitor wells and other sampling points on a site plan.

2.1 Groundwater Potentiometric Surface, Groundwater Flow Direction and Groundwater Flow Velocity

All monitor wells were opened and the groundwater surface allowed to equilibrate. The groundwater depths and monitor well total depths were then measured and recorded. Three well volumes were calculated, based on the water column height in each well. Using disposable bailers, three well volumes were then removed from the monitor wells. Subsequent to the removal of three well volumes, groundwater samples were collected using disposable bailers. Figure III-A through Figure III-C are historical potentiometric maps of the groundwater surface at AZS for the past two years. Figure III-D is a potentiometric map for November 28-29, 2006, representing the groundwater surface at the time of this monitoring event. Table I is a summary of the monitor well and groundwater elevation data used to determine the information for the potentiometric maps.

The groundwater potentiometric maps shows that groundwater flow, in general, is from the east and toward the west across the site. Groundwater flow in the Polymer Pond area is predominantly southeast to northwest, with components of flow from east to west. Groundwater flow in the Series Pond area is from east to west, with some flow components from south to north. The over-all gradient across the Polymer Pond area is assumed to be similar to that of the Series Ponds area. The gradient is approximately 0.071 ft/ft, as measured from monitor well MW-23 (900.52) to MW-53 (852.62) a distance of 675-feet.

Slug (falling head) tests performed on selected monitor wells and pump test data have provided a value for the site hydraulic conductivity in the Polymer and Series Pond areas respectively. The average hydraulic conductivity based on these data are 2.79 X 10^{-5} feet per second (ft/s) for the Polymer Pond, and 1.85 X 10^{-5} ft/s for the Series Pond. Using an assumed saturated porosity of 21 percent and Darcy's Equation (V=ki/ne) for flow velocity, we are able to calculate groundwater flow velocities of 0.81 ft/day for the Polymer Pond area and 0.54 ft/d for the Series Pond area. Due to various factors that effect contaminant flow such as dispersivity, retardation, et al; the migration rate for the contaminant plumes would be less than the groundwater flow rate.

2.2 Groundwater Quality

All sampled monitor wells were analyzed for the constituents discussed in Section 2.0. Table II is a summary of the groundwater analytical results for the November 28-29, 2006 monitoring event. Tables III through XV are summaries of past monitoring event analytical results dating back to September 19-20, 2000. The laboratory reports for the most recent sampling event are included as Appendix I.

2.2.1 Polymer Pond Area

The Polymer Pond area monitor well analytical results from November 28-29, 2006, indicate that formaldehyde was not detected at MW-1 a decrease from April 2006 (59 ppb), but was detected in MW-20 (13 ppb decrease from 120 ppb) and MW-24 (87 ppb decrease from 180 ppb).

The formaldehyde results, in Dobbs opinion, indicate that formaldehyde is not a constituent emanating from the closed Polymer pond. Therefore, Dobbs proposes to cease analyzing for formaldehyde at the AZS Site.

Barium was detected in the three monitor wells due likely to turbidity issues with the samples. Sulfides were non-detect (< 2.00 ppm) at all three wells.

2.2.2 Series Pond Area

COC detected in the monitor wells located in the vicinity of the Series Pond on November 28-29, 2006 include tetrachloroethene, cis-1, 2-dichloroethene, vinyl chloride, and trichloroethene.

All four constituents were detected in more than one sample. However, tetrachloroethene (MW-23 and RW-4) and trichloroethene (MW-30 and RW-4) were detected in only two of the samples. This report presents isoconcentration maps for vinyl chloride (Figure IV-D) and cis-1,2-dichloroethene (Figure V-D) for this monitoring event.

A review of Figure IV-D (November 28-29, 2006) indicates that the following wells had vinyl chloride concentrations above the detection limit: MW-29 (21 ppb), MW-30 (54 ppb), RW-2R (3.5 ppb), and the influent (2.1 ppb). The vinyl chloride plume depicted on Figure IV-D also reflects analytical data from the April 17-18, 2006 monitoring event.

Cis-1,2-dichloroethene was detected in six of the sampled wells (Figure V-D) as follows MW-29 (31 ppb), MW-30 (72 ppb), and RW-3 (33 ppb). The cis-1,2-dichloroethene plume depicted on Figure V-D also reflects analytical data from the April 17-18, 2006 monitoring event.

Trichloroethene was detected in MW-30 at 78 ppb and in RW-4 at 5.8 ppb. Tetrachloroethene was detected in MW-23 at 82 ppb and in RW-4 at 8.4 ppb. These constituents do not, in Dobbs opinion, indicate the presence of a "plume" emanating from the Series Pond but appear to be random detection's with no continuity between the wells where these constituents are detected.

Dobbs and Tosoh maintain that an off-site tetrachloroethene plume is impacting the upgradient well (MW-23), and is likely moving through the underlying rock fractures where it and breakdown products may be migrating to deep off-site monitor wells (MW-53) as well as being detected at RW-4. No other constituent was detected in the MW-23 sample the background well for the Series Pond area. However, tetrachloroethene has been as high as 180 ppb in past years.

Figures VI-A, VI-B, VI-C and VI-D are graphs showing the recent trend of vinyl chloride concentrations in selected monitor wells on and off the AZS site. Figure VII-A shows the trend for monitor wells MW-6, MW-31 and MW-32, Figure VII-B shows the trend for monitor wells MW-7, MW-29 and MW-30, Figure VII-C shows the trend for monitor wells MW-47 and MW-49, and Figure VII-D shows the trend for monitor wells MW-11, MW-15 and MW-22.

2.3 Treatment System Operation

The corrective action program, a pump and treat system, is focused on the remediation of groundwater contaminants at the AZS Site emanating from the closed Series Ponds. The corrective action program consists of three groundwater extraction wells (RW-2R, RW-3 and RW-4) with electric powered pumps that have high and low water level switches to cycle the pumps. The pumped groundwater is hard piped to an on-site groundwater air stripping treatment system that uses a five horsepower blower to strip volatile organics from the groundwater. Air emissions from this operation are routed to a carbon polishing system of 55-gallon drums. Treated groundwater (effluent) is discharged to the Atlanta Sewer system for disposal and self-monitoring reports are submitted to the City of Atlanta monthly. Due to the operation of the air stripper excess foam is generated. Dobbs has a mixture of one gallon of carpet defoamer with 54 gallons of water that is metered (peristaltic pump) into the air stripper to control foaming. Any foam generated is routed to a settling tank (500 gallon) and routed back through the air stripper. The treatment system area is diked and roofed. Any rainfall or releases within the diked area are also routed back into the air stripper from a sump inside the dike.

3.0 CONCLUSIONS

This monitor event represents a decrease in vinyl chloride concentrations at most wells sampled. The general trend of vinyl chloride concentrations in monitor wells downgradient of the Series Pond is one of fluctuation, and it is our opinion that these fluctuations are in response to precipitation events. The presence of a tetrachloroethene plume impacting the upgradient well (MW-23) may be contributing to the detection of various breakdown products including cis-1,2-dichloroethene, trichloroethene, and vinyl chloride in wells downgradient of the Series Ponds. Dobbs believes that the GA EPD should investigate to determine the source of the tetrachloroethene plume.

The continued operation of the recovery wells (RW-2R, RW-3, and RW-4) should minimize off-site migration of COCs and reduce constituent concentrations. The total volume of groundwater recovered during the period from April 17-18, 2006 to November 28-29, 2006 is approximately 541,500 gallons or approximately 2,407 gallons per day.

TABLES

TABLE I (1 of 13)
Groundwater Elevation Data
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Well #	Top of Casing Elevation	Well Total Depth	Groundwater Depth	Groundwater Elevation
MW-1 (09-19-00)	910.26	20.32	13.30	896.96
(12-28-00)			11.24	899.02
(05-22-01)			12.98	897.28
(11-27-01)			15.66	894.60
(05-09-02)			10.97	899.29
(11-26-02)			10.74	899.52
(03-18-03)			10.85	899.41
(09-18-03)			10.65	899.61
(05-20/21-04)			13.07	897.19
(11-04-04)			12.51	897.75
(04-13/14-05)			10.02	900.24
(10-19-20-05)			14.00	896.26
(04-17-18-06)			12.12	898.14
(11-28/29-06)			12.22	898.04
MW-2 (09-19-00)	876.92	21.00	11.35	865.57
(12-28-00)			9.68	867.24
(05-22-01)			9.30	867.62
(11-27-01)			11.21	865.71
(05-09-02)			8.07	866.85
(11-26-02)			8.02	868.90
(03-18-03)			8.11	868.81
(09-18-03)			7.91	869.01
(05-20/21-04)			9.18	867.74
(11-04-04)			3.75	873.17
(04-13/14-05)			7.47	869.45
(10-19-20-05)			9.40	867.52
(04-17-18-06)			9.90	867.02
(11-28/29-06)			10.18	866.74
MW-5 (09-19-00)	910.11	34.05	26.54	883.57
(12-28-00)			25.92	884.19
(05-22-01)			24.01	886.10
(11-27-01)			26.00	884.11
(05-09-02)			24.29	885.82
(11-26-02)			24.47	885.64
(03-18-03)			24.55	885.56
(09-18-03)			24.35	885.76
(05-20/21-04)			24.00	886.11
(11-04-04)			24.00	886.11
(04-13/14-05)			21.31	888.80
(10-19-20-05)			22.26	887.85
(04-17-18-06)			22.82	887.29
(11-28/29-06)			25.50	884.61

Note: Elevations are in feet above mean sea level (msl) NA Not Measured

TABLE I (2 of 13)
Groundwater Elevation Data
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Well #	Top of Casing Elevation	Well Total Depth	Groundwater Depth	Groundwater Elevation
MW-6 (09-19-00)	886.97	21.60	18.19	868.78
(12-28-00)			16.63	870.34
(05-22-01)			14.26	872.71
(11-27-01)			16.87	870.10
(05-09-02)			14.45	872.52
(11-26-02)			14.85	872.12
(03-18-03)			12.45	874.52
(09-18-03)			12.25	874.72
(05-20/21-04)			14.48	872.49
(11-04-04)			14.50	872.47
(04-13/14-05)			11.05	875.92
(10-19-20-05)			14.03	872.94
(04-17-18-06)			13.10	873.87
(11-28/29-06)			18.10	868.87
MW-7 (09-19-00)	874.79	26.02	14.48	860.31
(12-28-00)			12.30	862.49
(05-22-01)			13.08	861.71
(11-27-01)			13.55	861.24
(05-09-02)			12.94	861.85
(11-26-02)			13.49	861.30
(03-18-03)			13.41	861.38
(09-18-03)			12.62	862.17
(05-20/21-04)			12.11	862.68
(11-04-04)			11.68	863.11
(04-13/14-05)			9.47	865.33
(10-19-20-05)			11.78	863.01
(04-17-18-06)			10.26	864.53
(11-28/29-06)			11.49	863.30
MW-8 (09-19-00)	875.03	25.54	20.37	854.66
(12-28-00)			17.00	858.03
(05-22-01)			18.52	856.51
(11-27-01)			20.97	854.06
(05-09-02)			17.70	857.33
(11-26-02)			16.87	858.16
(03-18-03)			16.83	858.20
(09-18-03)			19.22	855.81
(05-20/21-04)			17.80	857.23
(11-04-04)			16.08	858.95
(04-13/14-05)			13.25	861.78
(10-19-20-05)			17.70	857.33
(04-17-18-06)			16.62	858.41
(11-28/29-06)			16.45	858.58

Note: Elevations are in feet above mean sea level (msl) NA Not Measured

TABLE I (3 of 13)
Groundwater Elevation Data
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Well #	Top of Casing Elevation	Well Total Depth	Groundwater Depth	Groundwater Elevation
MW-9 (09-19-00)	891.60	28.00	19.15	872.45
(12-28-00)			15.65	875.95
(05-22-01)			18.95	872.65
(11-27-01)			20.67	870.93
(05-09-02)			13.92	877.68
(11-26-02)			13.55	878.05
(03-18-03)			13.65	877.95
(09-18-03)			13.45	878.15
(05-20/21-04)			16.68	874.92
(11-04-04)			12.25	879.35
(04-13/14-05)			13.32	878.28
(10-19-20-05)			14.10	877.50
(04-17-18-06)			17.47	874.13
(11-28/29-06)			17.25	874.35
MW-10 (09-19-00)	874.04	28.20	19.89	854.15
(12-28-00)			17.17	856.87
(05-22-01)			18.50	855.54
(11-27-01)			21.54	852.50
(05-09-02)			16.41	857.63
(11-26-02)			16.88	857.16
(03-18-03)			16.84	857.20
(09-18-03)			19.13	854.91
(05-20/21-04)			18.65	855.39
(11-04-04)			15.08	858.96
(04-13/14-05)			14.43	859.61
(10-19-20-05)			19.00	855.04
(04-17-18-06)			17.27	856.77
(11-28/29-06)			17.85	856.19
MW-11 (09-19-00)	877.54	21.90	16.83	860.71
(12-28-00)			15.58	861.96
(05-22-01)			13.57	863.97
(11-27-01)			15.70	861.84
(05-09-02)			13.13	864.41
(11-26-02)			13.58	863.96
(03-18-03)			11.20	866.34
(09-18-03)			11.00	866.54
(05-20/21-04)			14.64	862.90
(11-04-04)			13.05	864.49
(04-13/14-05)			10.15	867.39
(10-19-20-05)			12.70	864.84
(04-17-18-06)			11.60	865.94
(11-28/29-06)			13.73	863.81

Note: Elevations are in feet above mean sea level (msl) NA Not Measured

TABLE I (4 of 13)
Groundwater Elevation Data
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Well #	Top of Casing Elevation	Well Total Depth	Groundwater Depth	Groundwater Elevation
MW-13 (09-19-00)	900.96	29.84	15.34	885.62
(12-28-00)			14.75	886.21
(05-22-01)			14.75	886.21
(11-27-01)			15.40	878.23
(05-09-02)			14.40	886.56
(11-26-02)			14.75	886.21
(03-18-03)			14.65	886.31
(09-18-03)			14.45	886.51
(05-20/21-04)			14.63	886.33
(11-04-04)			13.55	887.41
(04-13/14-05)			13.98	876.98
(10-19-20-05)			14.15	886.81
(04-17-18-06)			14.43	886.53
(11-28/29-06)			14.63	886.33
MW-14 (09-19-00)	876.09	25.03	22.42	853.67
(12-28-00)			18.05	858.04
(05-22-01)			19.48	856.61
(11-27-01)			22.03	854.06
(05-09-02)			18.68	857.41
(11-26-02)			17.89	858.20
(03-18-03)			17.85	858.24
(09-18-03)			20.18	855.91
(05-20/21-04)			18.87	857.22
(11-04-04)			17.10	858.99
(04-13/14-05)			14.19	861.90
(10-19-20-05)			18.75	857.34
(04-17-18-06)			17.66	858.43
(11-28/29-06)			17.49	858.60
MW-15 (09-19-00)	873.80	51.28	21.27	852.53
(12-28-00)			18.01	855.79
(05-22-01)			22.88	850.92
(11-27-01)			24.74	849.06
(05-09-02)			20.66	853.14
(11-26-02)			20.21	853.59
(03-18-03)			20.11	853.69
(09-18-03)			19.91	853.89
(05-20/21-04)			22.07	851.73
(11-04-04)			NA	NA
(04-13/14-05)			13.95	859.85
(10-19-20-05)			16.40	857.40
(04-17-18-06)			21.06	852.74
(11-28/29-06)			19.55	854.25

Note: Elevations are in feet above mean sea level (msl) NA Not Measured

TABLE I (5 of 13)
Groundwater Elevation Data
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Well #	Top of Casing Elevation	Well Total Depth	Groundwater Depth	Groundwater Elevation
MW-16 (09-19-00)	873.28	23.06	6.02	867.26
(12-28-00)			4.44	868.84
(05-22-01)			4.30	868.98
(11-27-01)			6.00	867.28
(05-09-02)			2.90	870.38
(11-26-02)			3.25	870.03
(03-18-03)			3.18	870.10
(09-18-03)			2.98	870.30
(05-20/21-04)			3.42	869.86
(11-04-04)			1.34	871.94
(04-13/14-05)			1.80	871.48
(10-19-20-05)			3.55	869.73
(04-17-18-06)			3.04	870.24
(11-28/29-06)			3.80	869.48
MW-18 (09-19-00)	874.28	81.35	11.17	863.11
(12-28-00)			10.73	863.55
(05-22-01)			10.52	863.76
(11-27-01)			11.00	863.28
(05-09-02)			9.74	864.54
(11-26-02)			9.44	864.84
(03-18-03)			9.46	864.82
(09-18-03)			9.26	865.02
(05-20/21-04)			10.54	863.74
(11-04-04)			9.57	864.71
(04-13/14-05)			9.70	864.58
(10-19-20-05)			10.82	863.46
(04-17-18-06)			10.54	863.74
(11-28/29-06)			11.05	863.23
MW-20 (09-19-00)	874.99	23.25	11.52	863.79
(12-28-00)			10.58	851.74
(05-22-01)			10.03	864.96
(11-27-01)			11.27	863.72
(05-09-02)			8.56	866.43
(11-26-02)			8.34	866.65
(03-18-03)			8.24	866.75
(09-18-03)			8.04	866.95
(05-20/21-04)			8.93	866.06
(11-04-04)			7.07	867.92
(04-13/14-05)			7.11	867.88
(10-19-20-05)			8.50	866.49
(04-17-18-06)			11.97	863.02
(11-28/29-06)			9.15	865.84

Note: Elevations are in feet above mean sea level (msl) NA Not Measured

TABLE I (6 of 13)
Groundwater Elevation Data
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Well #	Top of Casing Elevation	Well Total Depth	Groundwater Depth	Groundwater Elevation
MW-22 (09-19-00)	873.98	28.00	21.75	852.23
(12-28-00)			18.43	855.55
(05-22-01)			19.07	854.91
(11-27-01)			22.10	851.88
(05-09-02)			17.63	856.35
(11-26-02)			16.81	857.17
(03-18-03)			14.55	859.43
(09-18-03)			14.35	859.63
(05-20/21-04)			18.60	855.38
(11-04-04)			NA	NA
(04-13/14-05)			13.75	860.24
(10-19-20-05)			16.25	857.73
(04-17-18-06)			17.22	856.76
(11-28/29-06)			17.05	856.93
MW-23 (09-19-00)	907.40	19.81	9.02	898.38
(12-28-00)			8.52	898.88
(05-22-01)			7.00	900.40
(11-27-01)			8.85	898.55
(05-09-02)			6.82	900.58
(11-26-02)			6.85	900.55
(03-18-03)			6.91	900.49
(09-18-03)			6.25	901.15
(05-20/21-04)			6.50	900.90
(11-04-04)			5.63	901.87
(04-13/14-05)			5.01	902.39
(10-19-20-05)			5.05	902.35
(04-17-18-06)			5.80	901.60
(11-28/29-06)			6.88	900.52
MW-24 (09-19-00)	874.27	38.04	12.94	861.33
(12-28-00)			10.37	863.90
(05-22-01)			12.38	861.89
(11-27-01)			12.79	861.48
(05-09-02)			11.79	862.48
(11-26-02)			11.48	862.79
(03-18-03)			11.52	862.75
(09-18-03)			11.72	862.95
(05-20/21-04)			12.65	861.62
(11-04-04)			11.58	862.69
(04-13/14-05)			11.91	862.36
(10-19-20-05)			12.95	861.32
(04-17-18-06)			12.67	861.60
(11-28/29-06)			13.00	861.27

Note: Elevations are in feet above mean sea level (msl) NA Not Measured

TABLE I (7 of 13)
Groundwater Elevation Data
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Well #	Top of Casing Elevation	Well Total Depth	Groundwater Depth	Groundwater Elevation
MW-27 (09-19-00)	883.66	25.52	22.72	860.94
(12-28-00)			22.28	861.38
(05-22-01)			19.14	864.52
(11-27-01)			21.02	862.64
(05-09-02)			19.75	863.91
(11-26-02)			20.82	862.84
(03-18-03)			20.68	862.98
(09-18-03)			17.40	866.26
(05-20/21-04)			19.50	864.16
(11-04-04)			19.40	864.26
(04-13/14-05)			15.70	867.96
(10-19-20-05)			17.93	865.73
(04-17-18-06)			17.58	866.08
(11-28/29-06)			20.36	863.30
MW-28 (09-19-00)	875.83	43.30	19.84	855.99
(12-28-00)			16.50	859.33
(05-22-01)			17.92	857.91
(11-27-01)			19.95	855.88
(05-09-02)			17.22	858.61
(11-26-02)			16.90	858.93
(03-18-03)			16.82	859.01
(09-18-03)			18.56	857.27
(05-20/21-04)			16.86	858.97
(11-04-04)			15.84	859.99
(04-13/14-05)			13.28	861.55
(10-19-20-05)			17.15	858.68
(04-17-18-06)			16.00	859.83
(11-28/29-06)			15.92	859.91
MW-29 (09-19-00)	875.31	35.00	15.52	859.79
(12-28-00)			13.25	862.06
(05-22-01)			14.88	860.43
(11-27-01)			14.63	860.68
(05-09-02)			14.80	860.51
(11-26-02)			15.15	860.16
(03-18-03)			15.08	860.23
(09-18-03)			14.37	860.94
(05-20/21-04)			13.05	862.26
(11-04-04)			13.31	862.00
(04-13/14-05)			10.65	864.66
(10-19-20-05)			13.40	861.91
(04-17-18-06)			11.26	864.05
(11-28/29-06)			12.78	862.53

Note: Elevations are in feet above mean sea level (msl) NA Not Measured

TABLE I (8 of 13)
Groundwater Elevation Data
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Well #	Top of Casing Elevation	Well Total Depth	Groundwater Depth	Groundwater Elevation
MW-30 (09-19-00)	876.06	39.50	16.12	859.94
(12-28-00)			13.93	862.13
(05-22-01)			15.50	860.56
(11-27-01)			15.32	860.74
(05-09-02)			15.40	860.66
(11-26-02)			15.64	860.42
(03-18-03)			14.30	861.76
(09-18-03)			14.10	861.96
(05-20/21-04)			13.82	862.86
(11-04-04)			14.18	861.88
(04-13/14-05)			11.06	865.00
(10-19-20-05)			14.27	861.79
(04-17-18-06)			11.91	864.15
(11-28/29-06)			13.64	862.42
MW-31 (09-19-00)	885.78	48.40	17.88	867.90
(12-28-00)			16.64	869.14
(05-22-01)			14.08	871.80
(11-27-01)			16.83	868.95
(05-09-02)			14.09	871.69
(11-26-02)			14.65	871.13
(03-18-03)			12.20	873.58
(09-18-03)			12.00	873.78
(05-20/21-04)			14.10	871.68
(11-04-04)			14.11	871.67
(04-13/14-05)			10.84	874.94
(10-19-20-05)			13.90	871.88
(04-17-18-06)			12.83	872.95
(11-28/29-06)			15.45	870.33
MW-32 (09-19-00)	886.86	34.75	18.96	869.42
(12-28-00)			17.44	869.42
(05-22-01)			15.26	871.60
(11-27-01)			18.02	868.84
(05-09-02)			15.52	871.34
(11-26-02)			15.82	871.04
(03-18-03)			14.95	871.91
(09-18-03)			14.68	872.18
(05-20/21-04)			16.65	870.21
(11-04-04)			15.47	871.31
(04-13/14-05)			12.10	874.76
(10-19-20-05)			14.48	872.38
(04-17-18-06)			14.14	872.72
(11-28/29-06)			16.54	870.32

Note: Elevations are in feet above mean sea level (msl) NA Not Measured

TABLE I (9 of 13)
Groundwater Elevation Data
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Well #	Top of Casing Elevation	Well Total Depth	Groundwater Depth	Groundwater Elevation
MW-33 (09-19-00)	916.17	30.00	26.70	889.47
(12-28-00)			26.07	890.10
(05-22-01)			24.22	891.95
(11-27-01)			26.18	889.99
(05-09-02)			24.50	891.67
(11-26-02)			24.67	891.50
(03-18-03)			23.88	892.29
(09-18-03)			23.68	892.49
(05-20/21-04)			24.22	891.95
(11-04-04)			24.25	891.92
(04-13/14-05)			21.62	894.55
(10-19-20-05)			24.05	892.12
(04-17-18-06)			23.05	893.12
(11-28/29-06)			25.65	890.52
MW-34 (09-19-00)	915.07	38.55	25.48	889.59
(12-28-00)			24.90	890.17
(05-22-01)			23.00	892.07
(11-27-01)			24.97	890.10
(05-09-02)			23.28	891.79
(11-26-02)			23.35	891.72
(03-18-03)			23.07	892.00
(09-18-03)			22.87	892.20
(05-20/21-04)			22.95	892.12
(11-04-04)			22.98	892.09
(04-13/14-05)			20.28	894.79
(10-19-20-05)			22.75	892.32
(04-17-18-06)			21.78	893.29
(11-28/29-06)			24.45	890.62
MW-45 (09-19-00)	863.22	19.18	12.65	850.57
(12-28-00)			9,84	853.38
(05-22-01)			10.74	852.48
(11-27-01)			13.20	850.02
(05-09-02)			8.59	854.63
(11-26-02)			8.28	854.94
(03-18-03)			8.19	855.03
(09-18-03)			7.99	855.23
(05-20/21-04)			10.20	853.02
(11-04-04)			6.00	857.22
(04-13/14-05)			6.98	856.24
(10-19-20-05)			11.60	851.62
(04-17-18-06)			9.34	853.88
(11-28/29-06)			10.57	852.65

Note: Elevations are in feet above mean sea level (msl) NA Not Measured

TABLE I (10 of 13)
Groundwater Elevation Data
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Well #	Top of Casing Elevation	Well Total Depth	Groundwater Depth	Groundwater Elevation
MW-46 (09-19-00)	863.82	27.25	13.09	850.73
(12-28-00)			10.22	853.60
(05-22-01)			10.90	852.92
(11-27-01)			13.34	850.48
(05-09-02)			9.14	854.68
(11-26-02)			9.02	854.80
(03-18-03)			7.85	855.97
(09-18-03)			7.65	856.17
(05-20/21-04)			10.70	853.12
(11-04-04)			6.90	856.08
(04-13/14-05)			destroyed*	destroyed*
MW-47 (09-19-00)	867.97	45.45	15.60	852.37
(12-28-00)			12.41	855.56
(05-22-01)			12.90	855.07
(11-27-01)			15.93	852.04
(05-09-02)			11.73	856.24
(11-26-02)			11.66	856.31
(03-18-03)			9.90	858.07
(09-18-03)			9.70	858.27
(05-20/21-04)			13.50	854.47
(11-04-04)			8.90	859.07
(04-13/14-05)			8.25	859.72
(10-19-20-05)			12.84	855.13
(04-17-18-06)			11.35	856.62
(11-28/29-06)			11.83	856.14
MW-48 (09-19-00)	868.54	22.93	15.50	853.04
(12-28-00)			11.38	857.16
(05-22-01)			10.80	857.74
(11-27-01)			15.68	852.86
(05-09-02)			10.10	858.44
(11-26-02)			10.12	858.42
(03-18-03)			13.25	855.29
(09-18-03)			13.05	855.49
(05-20/21-04)			10.72	857.82
(11-04-04)			6.55	861.99
(04-13/14-05)			6.88	861.66
(10-19-20-05)			11.52	857.02
(04-17-18-06)			10.18	858.36
(11-28/29-06)			11.97	856.57

Note: Elevations are in feet above mean sea level (msl) NA Not Measured
*** Monitor Well MW-46 has been destroyed by Georgia Power transmission line construction.**

TABLE I (11 of 13)
Groundwater Elevation Data
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Well #	Top of Casing Elevation	Well Total Depth	Groundwater Depth	Groundwater Elevation
MW-49 (09-19-00)	874.33	39.57	17.38	856.95
(12-28-00)			16.17	858.16
(05-22-01)			14.38	859.95
(11-27-01)			16.21	858.12
(05-09-02)			14.44	859.89
(11-26-02)			14.26	860.07
(03-18-03)			13.00	861.33
(09-18-03)			12.80	861.53
(05-20/21-04)			13.90	860.43
(11-04-04)			13.40	860.93
(04-13/14-05)			10.65	863.68
(10-19-20-05)			13.61	860.72
(04-17-18-06)			12.07	862.26
(11-28/29-06)			12.48	861.85
MW-50 (09-19-00)	883.89	31.64	25.94	857.95
(12-28-00)			25.66	858.23
(05-22-01)			22.09	861.90
(11-27-01)			24.07	859.82
(05-09-02)			22.51	861.38
(11-26-02)			22.38	861.51
(03-18-03)			21.65	862.24
(09-18-03)			21.45	862.44
(05-20/21-04)			22.00	861.89
(11-04-04)			NA	NA
(04-13/14-05)			18.29	865.60
(10-19-20-05)			19.77	864.12
(04-17-18-06)			blocked	blocked
MW-52 (09-19-00)	863.03	25.97	11.92	851.11
(12-28-00)			10.74	852.29
(05-22-01)			10.10	852.93
(11-27-01)			11.67	851.36
(05-09-02)			9.45	853.58
(11-26-02)			9.65	853.38
(03-18-03)			8.55	854.48
(09-18-03)			8.35	854.68
(05-20/21-04)			9.65	853.38
(11-04-04)			5.50	857.53
(04-13/14-05)			6.55	856.48
(10-19-20-05)			11.30	851.73
(04-17-18-06)			7.71	855.32
(11-28/29-06)			8.72	854.31

Note: Elevations are in feet above mean sea level (msl) NA Not Measured

TABLE I (12 of 13)
Groundwater Elevation Data
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Well #	Top of Casing Elevation	Well Total Depth	Groundwater Depth	Groundwater Elevation
MW-53 (09-19-00)	862.77	48.72	12.25	850.52
(12-28-00)			10.47	852.30
(05-22-01)			10.45	852.32
(11-27-01)			12.24	850.53
(05-09-02)			9.49	853.28
(11-26-02)			9.55	853.22
(03-18-03)			9.33	853.44
(09-18-03)			9.13	853.64
(05-20/21-04)			10.35	852.42
(11-04-04)			7.70	855.07
(04-13/14-05)			7.25	855.52
(10-19-20-05)			13.08	849.69
(04-17-18-06)			9.05	853.72
(11-28/29-06)			10.15	852.62
RW-1 (09-19-00)	874.08	37.66	NA	NA
(12-28-00)			11.70	862.38
(05-22-01)			11.53	862.55
(11-27-01)			12.34	861.74
(05-09-02)			10.87	863.21
(11-26-02)			10.73	863.35
(03-18-03)			10.68	863.40
(09-18-03)			10.48	863.60
(05-20/21-04)			11.70	862.38
(11-04-04)			10.58	863.50
(04-13/14-05)			10.85	863.23
(10-19-20-05)			11.98	862.10
(04-17-18-06)			11.70	862.38
(11-28/29-06)			12.20	861.88
RW-2R (09-19-00)	874.60	56.00	21.63	852.97
(12-28-00)			17.60	857.00
(05-22-01)			39.85	834.75
(11-27-01)			34.95	839.65
(05-09-02)			29.90	844.70
(11-26-02)			31.50	843.31
(03-18-03)			30.65	843.95
(09-18-03)			34.15	840.45
(05-20/21-04)			30.80	843.80
(11-04-04)			26.04	850.56
(04-13/14-05)			13.85	860.75
(10-19-20-05)			42.12	832.48
(04-17-18-06)			39.00	835.60
(11-28/29-06)			36.90	837.70

Note: Elevations are in feet above mean sea level (msl) NA Not Measured

TABLE I (13 of 13)
Groundwater Elevation Data
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Well #	Top of Casing Elevation	Well Total Depth	Groundwater Depth	Groundwater Elevation
RW-3 (09-19-00)	873.72	44.50	13.78	859.94
(12-28-00)			12.40	861.32
(05-22-01)			21.00	852.72
(11-27-01)			14.30	859.42
(05-09-02)			20.20	853.52
(11-26-02)			19.44	854.28
(03-18-03)			19.81	853.91
(09-18-03)			41.50	832.22
(05-20/21-04)			37.10	836.62
(11-04-04)			28.35	845.37
(04-13/14-05)			32.95	840.77
(10-19-20-05)			42.12	831.60
(04-17-18-06)			10.82	862.90
(11-28/29-06)			38.90	834.82
RW-4 (09-19-00)	880.68	40.35	17.23	860.45
(12-28-00)			35.50	845.18
(05-22-01)			33.35	847.33
(11-27-01)			39.70	840.98
(05-09-02)			14.50	866.18
(11-26-02)			32.78	847.90
(03-18-03)			27.45	853.23
(09-18-03)			38.15	842.53
(05-20/21-04)			38.28	842.40
(11-04-04)			36.50	844.18
(04-13/14-05)			36.10	844.58
(10-19-20-05)			36.85	843.83
(04-17-18-06)			11.22	869.46
(11-28/29-06)			39.90	840.78

Note: Elevations are in feet above mean sea level (msl) NA Not Measured

TABLE II (1 of 2)
Groundwater Quality Analytical Results Summary,
November 28-29, 2006
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Constituent	MW-7	MW-8	MW-9	MW-14	MW-23
1,1-dichloroethane	< 5	< 5	< 5	< 5	< 5
benzene	< 5	< 5	< 5	< 5	< 5
trichloroethene	< 5	< 5	< 5	< 5	< 5
tetrachloroethene	< 5	< 5	< 5	< 5	82
cis-1,2-dichloroethene	< 5	< 5	< 5	< 5	< 5
trans-1,2-dichloroethene	< 5	< 5	< 5	< 5	< 5
vinyl chloride	< 2	< 2	< 2	< 2	< 2
formaldehyde	120	15	< 10	< 10	< 10
sulfide	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00
barium	0.0334	0.0120	0.0132	< 0.0100	0.0362

Constituent	MW-27	MW-28	MW-29	MW-30	MW-31*
1,1-dichloroethane	< 5	< 5	< 5	< 5	< 5
benzene	< 5	< 5	< 5	< 5	< 5
trichloroethene	< 5	< 5	< 5	78	< 5
tetrachloroethene	< 5	< 5	< 5	< 5	< 5
cis-1,2-dichloroethene	< 5	< 5	31	72	< 5
trans-1,2-dichloroethene	< 5	< 5	< 5	< 5	< 5
vinyl chloride	< 2	< 2	21	54	< 2
formaldehydde	< 10	120	99	42	200
sulfide (mg/l)	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00
zinc (mg/l)	NA	NA	NA	NA	0.0229
barium (mg/l)	0.417	0.0531	0.0503	0.0788	0.0230

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. NA=Not Applicable or Not Analyzed.* Monitor Well MW-31 was analyzed for Appendix IX constituents as the point of compliance well for the Series Pond.

TABLE II (2 of 2)
Groundwater Quality Analytical Results Summary,
November 28-29, 2006
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Constituent	RW-2R	RW-3	RW-4	Influent	Effluent
1,1-dichloroethane	< 5	< 5	< 5	< 5	< 5
benzene	< 5	< 5	< 5	< 5	< 5
trichloroethene	< 5	< 5	5.8	< 5	< 5
tetrachloroethene	< 5	< 5	8.4	< 5	< 5
cis-1,2-dichloroethene	< 5	33	< 5	< 5	< 5
trans-1.2-dichloroethene	< 5	< 5	< 5	< 5	< 5
vinyl chloride	3.5	< 2	< 2	2.1	< 2
formaldehyde	200	1,400	63	160	110
sulfide	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00
barium	0.0692	0.0229	0.0408	0.0284	0.0310

Constituent	MW-1	MW-20	MW-24	BB-1	BB-4
1,1-dichloroethane	NA	NA	NA	< 5	< 5
benzene	NA	NA	NA	< 5	< 5
trichloroethene	NA	NA	NA	< 5	< 5
tetrachloroethene	NA	NA	NA	< 5	< 5
cis-1,2-dichloroethene	NA	NA	NA	< 5	< 5
trans-1,2-dichloroethene	NA	NA	NA	< 5	< 5
vinyl chloride	NA	NA	NA	< 2	< 2
formaldehyde	< 10	13	87	20	110
sulfide	< 2.00	< 2.00	< 2.00	< 2.00	< 2.00
barium	0.0223	0.332	0.0213	0.160	0.0539

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. NA=Not Applicable or Not Analyzed.

TABLE III

Groundwater Quality Analytical Results Summary, April 17-18, 2006

AZS Chemical Site

Atlanta, Georgia

Constituent	MW-1	MW-20*	MW-24	MW-6	MW-11	MW-13
barium (mg/l)	< 0.0200	0.451	< 0.0200	NA	NA	NA
chromium (mg/l)	NA	< 0.020	NA	NA	NA	NA
nickel (mg/l)	NA	< 0.040	NA	NA	NA	NA
lead (mg/l)	NA	< 0.010	NA	NA	NA	NA
vanadium (mg/l)	NA	< 0.050	NA	NA	NA	NA
zinc (mg/l)	NA	< 0.020	NA	NA	NA	NA
benzene	NA	< 5	NA	< 5	< 5	< 5
cis-1, 2-dichloroethene	NA	< 5	NA	46	70	< 5
1,1-dichloroethane	NA	< 5	NA	< 5	< 5	< 5
tetrachloroethene	NA	< 5	NA	< 5	< 5	< 5
trans-1,2-dichloroethene	NA	< 5	NA	< 5	< 5	< 5
trichloroethene	NA	< 5	NA	< 5	< 5	< 5
vinyl chloride	NA	< 2	NA	3.4	5.9	< 2
fomaldehyde	59	120	180	NA	NA	NA
sulfide	< 2.00	< 2.00	< 2.00	NA	NA	NA

Constituent	MW-15	MW-22	MW-31	MW-32	MW-45	MW-47
benzene	< 5	< 5	< 5	< 5	< 5	< 5
cis-1, 2-dichloroethene	< 5	< 5	9.5	79	< 5	< 5
1,1-dichloroethane	< 5	< 5	< 5	< 5	< 5	< 5
tetrachloroethene	< 5	< 5	7.7	< 5	< 5	< 5
trans-1,2-dichloroethene	< 5	< 5	< 5	< 5	< 5	< 5
trichloroethene	< 5	< 5	7.4	< 5	< 5	< 5
vinyl chloride	< 2	< 2	< 2	2.6	< 2	< 2

Constituent	MW-49	MW-50**	MW-52	MW-53	Influent	Effluent
benzene	< 5	NA	< 5	< 5	< 5	< 5
cis-1, 2-dichloroethene	110	NA	< 5	67	< 5	< 5
1,1-dichloroethane	< 5	NA	< 5	< 5	< 5	< 5
tetrachloroethene	< 5	NA	< 5	< 5	< 5	< 5
trans-1,2-dichloroethene	5.9	NA	< 5	< 5	< 5	< 5
trichloroethene	< 5	NA	< 5	< 5	< 5	< 5
vinyl chloride	71	NA	4.6	33	< 2	< 2

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. NA=Not Applicable or Not Analyzed.

***Monitor Well MW-20 was analyzed for Appendix IX constituents**

****Monitor well MW-50 was blocked by a fallen tree**

TABLE IV (1 of 2)
Groundwater Quality Analytical Results Summary,
October 19, 2005
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Constituent	MW-7	MW-8	MW-10	MW-14	MW-23
1,1-dichloroethane	< 5	< 5	< 5	< 5	< 5
benzene	< 5	< 5	< 5	< 5	< 5
trichloroethene	< 5	< 5	< 5	< 5	< 5
tetrachloroethene	< 5	< 5	< 5	< 5	140
cis-1,2-dichloroethene	< 5	< 5	< 5	< 5	< 5
trans-1,2-dichloroethene	< 5	< 5	< 5	< 5	< 5
vinyl chloride	< 2	< 2	< 2	< 2	< 2
Formaldehyde	44	30	< 10	32	< 10

Constituent	MW-27	MW-28*	MW-29	MW-30	MW-31
1,1-dichloroethane	< 5	< 5	< 5	< 5	< 5
benzene	< 5	< 5	< 5	< 5	< 5
trichloroethene	< 5	< 5	< 5	6.0	9.3
tetrachloroethene	< 5	< 5	< 5	< 5	< 5
cis-1,2-dichloroethene	< 5	< 5	18	91	< 5
trans-1,2-dichloroethene	< 5	< 5	< 5	< 5	< 5
vinyl chloride	< 2	< 2	15	84	< 2
Formaldehydde	< 10	65	52	45	NA

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. NA=Not Applicable or Not Analyzed.* Monitor Well MW-28 was analyzed for Appendix IX constituents as the point of compliance well for the Series Pond.

TABLE IV (2 of 2)
Groundwater Quality Analytical Results Summary.
October 19, 2005
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Constituent	RW-2R	RW-3	RW-4	Effluent
1,1-dichloroethane	< 5	< 5	< 5	< 5
benzene	< 5	< 5	< 5	< 5
trichloroethene	< 5	< 5	5.8	< 5
tetrachloroethene	< 5	< 5	6.9	< 5
cis-1,2-dichloroethene	< 5	36	9.8	< 5
trans-1,2-dichloroethene	< 5	< 5	< 5	< 5
vinyl chloride	6.8	49	< 2	< 2
formaldehyde	67	25	78	130

Constituent	MW-1	MW-20	MW-24	BB-1	BB-4
1,1-dichloroethane	NA	NA	NA	< 5	< 5
benzene	NA	NA	NA	< 5	< 5
trichloroethene	NA	NA	NA	< 5	< 5
tetrachloroethene	NA	NA	NA	< 5	< 5
cis-1,2-dichloroethene	NA	NA	NA	< 5	< 5
trans-1,2-dichloroethene	NA	NA	NA	< 5	< 5
vinyl chloride	NA	NA	NA	< 2	< 2
formaldehyde	150	55	100	89	87
Barium	< 0.0200	0.372	< 0.0200	NA	NA

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. NA=Not Applicable or Not Analyzed.

TABLE V

Groundwater Quality Analytical Results Summary, April 13-14, 2005
AZS Chemical Site
Atlanta, Georgia

Constituent	MW-1	MW-20	MW-6	MW-11	MW-13	MW-15
barium (mg/l)	NA/	0.410/	NA	NA	NA	NA
chromium (mg/l)	NA	< 0.020	NA	NA	NA	NA
nickel (mg/l)	NA	< 0.040	NA	NA	NA	NA
lead (mg/l)	NA	< 0.010	NA	NA	NA	NA
vanadium (mg/l)	NA	< 0.050	NA	NA	NA	NA
zinc (mg/l)	NA	< 0.020	NA	NA	NA	NA
benzene	< 5	< 5	< 5	< 5	< 5	< 5
cis-1, 2-dichloroethene	< 5	< 5	43	55	< 5	< 5
1,1-dichloroethane	< 5	< 5	< 5	< 5	< 5	< 5
tetrachloroethene	< 5	< 5	< 5	< 5	< 5	< 5
trans-1,2-dichloroethene	< 5	< 5	< 5	< 5	< 5	< 5
trichloroethene	< 5	< 5	< 5	< 5	< 5	< 5
vinyl chloride	< 2	< 2	6	20	< 2	10
fomaldehyde	NA	36	NA	NA	NA	NA
sulfide	NA/	2.80	NA	NA	NA	NA

Constituent	MW-22	MW-31	MW-32	MW-45	MW-47	MW-49
benzene	< 5	< 5	< 5	< 5	< 5	< 5
cis-1, 2-dichloroethene	< 5	9	56	< 5	< 5	170
1,1-dichloroethane	< 5	< 5	< 5	< 5	< 5	< 5
tetrachloroethene	< 5	< 5	< 5	< 5	< 5	< 5
trans-1,2-dichloroethene	< 5	< 5	< 5	< 5	< 5	5.9
trichloroethene	< 5	8.4	< 5	< 5	< 5	< 5
vinyl chloride	< 2	< 2	5.8	< 2	< 2	240

Constituent	MW-50	MW-52	MW-53	Influent	Effluent
benzene	< 5	< 5	< 5	< 5	< 5
cis-1, 2-dichloroethene	< 5	< 5	30	30	< 5
1,1-dichloroethane	< 5	< 5	< 5	< 5	< 5
tetrachloroethene	< 5	< 5	< 5	5.7	< 5
trans-1,2-dichloroethene	< 5	< 5	< 5	< 5	< 5
trichloroethene	< 5	< 5	< 5	6.1	< 5
vinyl chloride	< 2	< 5	7.9	10	< 2

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. NA=Not Applicable or Not Analyzed.

Monitor Well MW-20 was analyzed for Appendix IX constituents as the point of compliance well for the Polymer Pond, the detected constituents and other select constituents are shown above.

TABLE VI (1 of 2)
Groundwater Quality Analytical Results Summary,
November 4, 2004
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Constituent	MW-7	MW-8	MW-9	MW-23	MW-27
benzene	< 5	< 5	< 5	< 5	< 5
trichloroethene	< 5	< 5	< 5	< 5	< 5
tetrachloroethene	< 5	< 5	< 5	100	< 5
cis-1,2-dichloroethene	< 5	< 5	< 5	< 5	< 5
trans-1,2-dichloroethene	< 5	< 5	< 5	< 5	< 5
vinyl chloride	< 2	< 2	< 2	< 2	< 2

Constituent	MW-14	MW-28^	MW-29	MW-30
antimony (mg/l)	NA	< 0.00600	NA	NA
arsenic (mg/l)	NA	< 0.0300	NA	NA
barium (mg/l)	NA	< 0.0200	NA	NA
beryllium (mg/l)	NA	< 0.00400	NA	NA
cadmium (mg/l)	NA	< 0.00500	NA	NA
chromium (mg/l)	NA	< 0.0200	NA	NA
copper(mg/l)	NA	< 0.0200	NA	NA
cobalt (mg/l)	NA	< 0.0500	NA	NA
copper (mg/l)	NA	< 0.0200	NA	NA
lead (mg/l)	NA	< 0.0100	NA	NA
nickel (mg/l)	NA	< 0.0400	NA	NA
selenium (mg/l)	NA	< 0.0500	NA	NA
silver (mg/l)	NA	< 0.00500	NA	NA
thallium (mg/l)	NA	< 0.00200	NA	NA
tin (mg/l)	NA	< 0.0400	NA	NA
vanadium (mg/l)	NA	< 0.0500	NA	NA
zinc (mg/l)	NA	< 0.0200	NA	NA
mercury (mg/l)	NA	< 0.00020	NA	NA
benzene	< 5	< 5	< 5	< 5
trichloroethene	< 5	< 5	< 5	6.4
tetrachloroethene	< 5	< 5	< 5	< 5
cis-1,2-dichloroethene	< 5	< 5	11	150
trans-1,2-dichloroethene	< 5	< 5	< 5	5.5
vinyl chloride	< 2	< 2	15	170
Formaldehydde	NA	130	NA	NA

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. NA=Not Applicable or Not Analyzed. * Monitor Well MW-28 was analyzed for Appendix IX constituents as the point of compliance well for the Series Pond.

TABLE VI (2 of 2)
Groundwater Quality Analytical Results Summary,
November 4, 2004
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Constituent	MW-1	MW-20	RW-2R	RW-3	RW-4
benzene	< 5	< 5	< 5	< 5	< 5
trichloroethene	< 5	< 5	< 5	< 5	< 5
tetrachloroethene	< 5	< 5	< 5	< 5	< 5
cis-1,2-dichloroethene	< 5	< 5	< 5	170	31
trans-1,2-dichloroethene	< 5	< 5	< 5	< 5	< 5
vinyl chloride	< 2	< 2	6.8	130	18

Constituent	Influent	Effluent	BB-1	BB-4
benzene	< 5	< 5	< 5	< 5
trichloroethene	< 5	< 5	< 5	< 5
tetrachloroethene	< 5	< 5	< 5	< 5
cis-1,2-dichloroethene	5.8	< 5	< 5	< 5
trans-1,2-dichloroethene	< 5	< 5	< 5	< 5
vinyl chloride	11	< 2	< 2	< 2

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. NA=Not Applicable or Not Analyzed.

TABLE VII (1 of 3)
Groundwater Quality Analytical Results Summary,
May 20-21, 2004
AZS Chemical Site
Atlanta, Georgia

Constituent	MW-1	MW-20	MW-6	MW-11	MW-13	MW-15
barium (mg/l)	< 0.020	0.378	0.0671	0.0658	< 0.020	< 0.020
chromium (mg/l)	NA	< 0.020	NA	NA	NA	NA
nickel (mg/l)	NA	< 0.040	0.0206	< 0.020	< 0.020	0.135
lead (mg/l)	< 0.010	< 0.010	NA	NA	NA	NA
vanadium (mg/l)	NA	< 0.050	0.0128	< 0.010	< 0.010	< 0.010
zinc (mg/l)	NA	< 0.020	0.0313	< 0.020	< 0.020	< 0.020
trichloroethene	< 5	< 5	< 5	< 5	< 5	< 5
1,1,2,2-tetrachloroethane	< 5	< 5	< 5	< 5	< 5	< 5
acetone	< 20	< 20	< 20	< 20	< 20	< 20
chloroethane	< 10	< 10	< 10	< 10	< 10	< 10
chloroform	< 5	< 5	< 5	< 5	< 5	< 5
chloromethane	< 5	< 5	< 5	< 5	< 5	< 5
cis-1, 2-dichloroethene	< 5	< 5	41	83	< 5	< 5
trans-1,2-dichloroethene	< 5	< 5	< 5	< 5	< 5	< 5
vinyl chloride	< 2	< 2	10	55	< 2	< 2
formaldehyde	NA	39	46	85	88	160

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. NA=Not Applicable or Not Analyzed. Monitor Well MW-20 was analyzed for Appendix IX constituents as the point of compliance well for the Polymer Pond.

TABLE VII (2 of 3)
Groundwater Quality Analytical Results Summary,
May 20-21, 2004
AZS Chemical Site
Atlanta, Georgia

Constituent	MW-30	MW-31	MW-46	MW-47	MW-49	MW-50
barium (mg/l)	< 0.020	0.0217	0.0704	0.0230	< 0.020	0.0222
nickel (mg/l)	< 0.020	< 0.020	< 0.020	< 0.020	< 0.020	< 0.020
vanadium (mg/l)	0.0139	< 0.010	< 0.010	< 0.010	0.0130	< 0.010
zinc (mg/l)	< 0.020	0.0294	0.0223	0.0852	< 0.020	< 0.020
trichloroethene	< 5	9.9	< 5	< 5	< 5	< 5
tetrachloroethene	< 5	5.1	< 5	< 5	< 5	< 5
acetone	< 20	< 20	< 20	< 20	< 20	< 20
chloroethane	< 10	< 10	< 10	< 10	< 10	< 10
o-xylene	27	< 5	< 5	< 5	< 5	< 5
chlorobenzene	8.8	< 5	< 5	< 5	< 5	< 5
cis-1, 2-dichloroethene	210	11	< 5	< 5	140	< 5
trans-1,2-dichloroethene	9.3	< 5	< 5	< 5	< 5	< 5
vinyl chloride	370	< 2	< 2	< 2	86	< 2
formaldehyde	120	120	15	110	170	29

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. NA=Not Applicable or Not Analyzed. Monitor Well MW-20 was analyzed for Appendix IX constituents as the point of compliance well for the Polymer Pond.

TABLE VII (3 of 3)
Groundwater Quality Analytical Results Summary,
May 20-21, 2004
AZS Chemical Site
Atlanta, Georgia

Constituent	MW-52	MW-53	Influent	Effluent
barium (mg/l)	0.0483	< 0.020	< 0.020	< 0.020
nickel (mg/l)	< 0.020	< 0.020	0.0269	0.0206
vanadium (mg/l)	< 0.010	< 0.010	< 0.010	< 0.010
zinc (mg/l)	<0.020	< 0.020	0.0538	< 0.020
4-methyl-2-pentanone	< 5	< 5	81	< 5
trichloroethene	< 5	< 5	< 5	< 5
tetrachloroethene	< 5	< 5	< 5	< 5
acetone	< 20	< 20	160	< 20
chlorobenzene	< 10	< 10	< 10	< 10
o-xylene	< 5	< 5	< 5	< 5
chloromethane	< 5	< 5	< 5	< 5
cis-1, 2-dichloroethene	< 5	24	< 5	< 5
trans-1,2-dichloroethene	< 5	< 5	< 5	< 5
vinyl chloride	4.4	3.9	< 2	< 2
formaldehyde	28	57	89	140

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. NA=Not Applicable

TABLE VIII (1 of 2)
Groundwater Quality Analytical Results Summary,
September 18, 2003
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Constituent	MW-7	MW-8	MW-10	MW-23	MW-27
barium (mg/l)	0.0231	< 0.0100	0.0185	0.0351	0.0266
nickel (mg/l)	< 0.0200	< 0.0200	< 0.0200	< 0.0200	< 0.0200
vanadium (mg/l)	0.0358	< 0.0100	< 0.0100	< 0.0100	< 0.0100
zinc (mg/l)	< 0.0500	< 0.0500	< 0.0500	< 0.0500	< 0.0500
benzene	< 5	< 5	< 5	< 5	< 5
trichloroethene	< 5	< 5	< 5	< 5	< 5
tetrachloroethene	< 5	< 5	< 5	110	< 5
(cis) 1,2-dichloroethene	< 5	< 5	< 5	< 5	< 5
vinyl chloride	< 2	< 2	< 2	< 2	< 2

Constituent	MW-14*	MW-28	MW-29	MW-32
arsenic (mg/l)	< 0.0300	NA	NA	NA
barium (mg/l)	< 0.0200	0.0225	0.0101	0.0182
beryllium (mg/l)	< 0.0040	NA	NA	NA
chromium (mg/l)	< 0.0200	NA	NA	NA
copper(mg/l)	< 0.0200	NA	NA	NA
cobalt (mg/l)	< 0.0500	NA	NA	NA
Silver (mg/l)	< 0.0500	NA	NA	NA
Tin (mg/l)	< 0.0400	NA	NA	NA
Thallium (mg/l)	< 0.0020	NA	NA	NA
selenium (mg/l)	< 0.0500	NA	NA	NA
lead (mg/l)	< 0.0100	NA	NA	NA
nickel (mg/l)	< 0.0200	< 0.0200	< 0.0200	< 0.0200
vanadium (mg/l)	< 0.0100	< 0.0100	0.0422	< 0.0100
zinc (mg/l)	< 0.0500	< 0.0500	< 0.0500	< 0.0500
Mercury (mg/l)	< 0.0002	NA	NA	NA
benzene	< 5	< 5	< 5	< 5
trichloroethene	< 5	< 5	< 5	5.5
tetrachloroethene	180	< 5	< 5	< 5
(cis) 1,2-dichloroethene	< 5	< 5	40	68
1,2-dichlorobenzene	< 5	< 5	< 5	< 5
vinyl chloride	< 2	< 2	6.3	45

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. NA=Not Applicable or Not Analyzed. * Monitor Well MW-14 was analyzed for Appendix IX constituents as the point of compliance well for the Series Pond.

TABLE VIII (2 of 2)
Groundwater Quality Analytical Results Summary,
September 18, 2003
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Constituent	BB-1	BB-4	RW-2R	RW-3	RW-4
barium	0.0729	0.0648	0.0147	0.0204	0.0237
nickel	< 0.0200	< 0.0200	0.0248	0.0280	0.0217
vanadium	< 0.0100	< 0.0100	< 0.0100	0.0217	< 0.0100
zinc	< 0.0500	< 0.0500	< 0.0500	0.0914	< 0.0500
benzene	< 5	< 5	< 5	< 5	< 5
trichloroethene	< 5	< 5	< 5	< 5	7.5
tetrachloroethene	< 5	< 5	< 5	< 5	< 5
(cis) 1,2-dichloroethene	< 5	< 5	< 5	120	38
vinyl chloride	< 5	< 5	< 5	200	30
chloroform	< 5	< 5	< 5	< 5	< 5
bromodichloromethane	< 5	< 5	< 5	< 5	< 5
dibromochloromethane	< 2	< 2	< 2	< 5	< 5

Constituent	Influent	Effluent
barium	0.0152	0.0153
nickel	0.0318	0.0220
vanadium	0.0156	0.0101
zinc	0.140	0.0675
benzene	< 5	< 5
trichloroethene	< 5	< 5
tetrachloroethene	< 5	< 5
(cis) 1,2-dichloroethene	100	< 5
vinyl chloride	190	< 2

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. NA=Not Applicable or Not Analyzed.

*** Monitor Well MW-14 was analyzed for Appendix IX constituents as the point of compliance well for the Series Pond.**

TABLE IX (1 of 2)
Groundwater Quality Analytical Results Summary,
March 18, 2003
AZS Chemical Site
Atlanta, Georgia

Constituent	MW-1	MW-20	MW-6	MW-11	MW-13	MW-22
barium (mg/l)	0.0151	0.477	0.0525	0.0319	0.0112	0.0310
nickel(mg/l)	NA	< 0.0400	< 0.0200	< 0.0200	< 0.0200	< 0.0200
vanadium (mg/l)	NA	< 0.0500	< 0.0100	< 0.0100	< 0.0100	< 0.0100
zinc (mg/l)	NA	< 0.0200	< 0.0500	< 0.0500	< 0.0500	< 0.0500
trichloroethene	< 5	< 5	< 5	< 5	< 5	< 5
1,1,2,2-tetrachloroethane	< 5	< 5	< 5	< 5	< 5	< 5
(total) 1,2-dichloroethene	< 5	< 5	99	190	< 5	< 5
vinyl chloride	< 2	< 2	160	250	< 2	< 2

Constituent	MW-30	MW-31	MW-46	MW-47	MW-48
barium (mg/l)	0.0182	0.0162	0.0596	0.0123	0.103
nickel(mg/l)	0.0225	< 0.0200	< 0.0200	< 0.0200	< 0.0200
vanadium (mg/l)	0.0151	< 0.0100	< 0.0100	< 0.0100	< 0.0100
zinc (mg/l)	< 0.0500	< 0.0500	< 0.0500	< 0.0500	< 0.0500
trichloroethene	7.7	33	< 5	37	< 5
chlorobenzene	7.2	< 5	< 5	< 5	< 5
(total) 1,2-dichloroethene	316.8	14	< 5	< 5	< 5
vinyl chloride	410	< 2	< 2	< 2	< 2

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. Monitor Well MW-20 was analyzed for Appendix IX constituents as the point of compliance well for the Polymer Pond.*

TABLE IX (2 of 2)
Groundwater Quality Analytical Results Summary,
March 18, 2003
AZS Chemical Site
Atlanta, Georgia

Constituent	MW-49	MW-52	Influent	Effluent
barium (mg/l)	).0174	0.0428	0.0190	0.0168
nickel(mg/l)	< 0.0200	< 0.0200	0.0253	0.0231
vanadium (mg/l)	).0148	< 0.0100	< 0.0100	0.0122
zinc (mg/l)	< 0.0500	< 0.0500	< 0.0500	< 0.0500
trichloroethene	6.5	< 5	< 5	< 5
1,1,2,2-tetrachloroethane	< 5	< 5	< 5	< 5
(total) 1,2-dichloroethene	286.1	< 5	41	< 5
vinyl chloride	310	< 2	81	< 2

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm.

TABLE X (1 of 2)
Groundwater Quality Analytical Results Summary,
November 26, 2002
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Constituent	MW-7	MW-8	MW-9	MW-14	MW-22
barium (mg/l)	0.0243	0.0124	0.0167	0.0107	0.0389
nickel (mg/l)	0.0210	< 0.0200	< 0.0200	< 0.0200	0.0419
vanadium (mg/l)	0.0636	< 0.0100	< 0.0100	< 0.0100	< 0.0100
zinc (mg/l)	0.0353	< 0.0200	< 0.0200	< 0.0200	< 0.0200
benzene	< 5	< 5	< 5	< 5	< 5
trichloroethene	< 5	< 5	< 5	< 5	< 5
xylenes	< 5	29	< 5	< 5	< 5
tetrachloroethene	< 5	< 5	< 5	< 5	< 5
acetone	< 5	< 5	< 5	< 5	< 5
ethylbenzene	< 5	< 5	< 5	< 5	< 5
(cis) 1,2-dichloroethene	8.9	< 5	< 5	< 5	< 5
vinyl chloride	9.1	< 5	< 5	< 5	< 5

Constituent	MW-23	MW-27	MW-28	MW-29	MW-32*
barium (mg/l)	0.0479	0.0325	0.0522	0.0123	< 0.0200
beryllium (mg/l)	NA	NA	NA	NA	< 0.00400
chromium (mg/l)	NA	NA	NA	NA	< 0.0200
copper(mg/l)	NA	NA	NA	NA	< 0.0200
lead (mg/l)	NA	NA	NA	NA	< 0.0100
nickel (mg/l)	< 0.0200	< 0.0200	< 0.0200	0.0252	< 0.0200
vanadium (mg/l)	< 0.0100	< 0.0100	< 0.0100	0.0958	< 0.0100
zinc (mg/l)	< 0.0200	0.0213	0.0217	0.0426	< 0.0200
benzene	< 5	< 5	< 5	< 5	< 5
trichloroethene	< 5	< 5	< 5	< 5	< 5
xylenes	< 5	< 5	< 5	< 5	< 5
tetrachloroethene	180	< 5	< 5	< 5	< 5
acetone	< 5	< 5	< 5	< 5	< 10
ethylbenzene	< 5	< 5	< 5	< 5	< 5
(cis) 1,2-dichloroethene	< 5	< 5	< 5	40	< 5
1,2-dichlorobenzene	< 5	< 5	< 5	< 5	8.8
vinyl chloride	< 5	< 5	< 5	45	97

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. NA=Not Applicable or Not Analyzed.

*** Monitor Well MW-32 was analyzed for Appendix IX constituents as the point of compliance well for the Series Pond.**

TABLE X (2 of 2)
Groundwater Quality Analytical Results Summary,
November 26, 2002
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Constituent	BB-1	BB-4	RW-2R	RW-3	RW-4
barium	0.0831	0.0850	0.0230	0.0139	0.0226
nickel	< 0.0200	< 0.0200	0.0358	0.0629	0.240
vanadium	< 0.0100	< 0.0100	< 0.0100	0.0192	< 0.0100
zinc	0.0618	0.0741	< 0.0200	0.0268	< 0.0200
benzene	< 5	< 5	< 5	< 5	< 5
trichloroethene	< 5	< 5	< 5	< 5	6.8
xylenes	< 5	< 5	< 5	5.2	< 5
tetrachloroethene	< 5	< 5	< 5	< 5	5.2
acetone	< 5	< 5	< 5	< 5	< 5
ethylbenzene	< 5	< 5	< 5	< 5	< 5
(cis) 1,2-dichloroethene	< 5	< 5	< 5	44	17
vinyl chloride	< 5	< 5	< 5	76	5.8
chloroform	< 5	< 5	< 5	< 5	< 5
bromodichloromethane	< 5	< 5	< 5	< 5	< 5
dibromochloromethane	< 5	< 5	< 5	< 5	< 5

Constituent	Influent	Effluent
barium	0.0149	0.0133
nickel	0.0320	< 0.0200
vanadium	0.0204	0.0193
zinc	0.0734	0.0381
benzene	< 5	< 5
trichloroethene	< 5	< 5
xylenes	< 5	< 5
tetrachloroethene	< 5	< 5
acetone	< 5	< 5
ethylbenzene	< 5	< 5
(cis) 1,2-dichloroethene	23	< 5
vinyl chloride	30	< 5

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. NA=Not Applicable or Not Analyzed.

*** Monitor Well MW-32 was analyzed for Appendix IX constituents as the point of compliance well for the Series Pond.**

TABLE XI (1 of 2)
Groundwater Quality Analytical Results Summary,
May 9-10, 2002
AZS Chemical Site
Atlanta, Georgia

Constituent	MW-1	MW-20	MW-6	MW-11	MW-13	
barium (mg/l)	0.0173	0.446	0.0640	0.0455	0.0459	
nickel(mg/l)	NA	< 0.0400	< 0.0200	< 0.0200	< 0.0200	
vanadium (mg/l)	NA	< 0.0500	0.0192	< 0.0100	< 0.0100	
zinc (mg/l)	NA	< 0.0500	0.111	< 0.0500	< 0.0500	
trichloroethene	< 5	< 5	< 5	< 5	< 5	
1,1,2,2-tetrachloroethane	< 5	< 5	< 5	< 5	< 5	
(total) 1,2-dichloroethene	< 5	< 5	170	330	< 5	
vinyl chloride	< 5	< 5	170	170	< 5	

Constituent	MW-15	MW-31	MW-30	MW-46	MW-47
barium (mg/l)	0.0216	0.0215	0.0143	0.0371	0.0128
nickel(mg/l)	0.0698	< 0.0200	< 0.0200	< 0.0200	0.0236
vanadium (mg/l)	< 0.0100	< 0.0100	0.0158	< 0.0100	< 0.0100
zinc (mg/l)	< 0.0500	< 0.0500	< 0.0500	< 0.0500	0.0786
trichloroethene	< 5	9.3	6.2	< 5	< 5
1,1,2,2-tetrachloroethane	< 5	< 5	< 5	< 5	< 5
(total) 1,2-dichloroethene	5.0	30	130	< 5	< 5
vinyl chloride	6.1	8.1	110	< 5	< 5

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. NA=Not Applicable or Not Analyzed. Monitor Well MW-20 was analyzed for Appendix IX constituents as the point of compliance well for the Polymer Pond.*

TABLE XI (2 of 2)
Groundwater Quality Analytical Results Summary,
May 9-10, 2002
AZS Chemical Site
Atlanta, Georgia

Constituent	MW-49	MW-52	Influent	Effluent
barium (mg/l)	< 0.0102	0.0406	0.0145	NA
nickel(mg/l)	< 0.0200	< 0.0200	0.0383	< 0.0200
vanadium (mg/l)	0.0159	< 0.0100	0.0213	NA
zinc (mg/l)	< 0.0500	< 0.0500	0.654	NA
trichloroethene	< 5	< 5	< 5	< 5
1,1,2,2-tetrachloroethane	< 5	< 5	< 5	< 5
(total) 1,2-dichloroethene	160	< 5	26	< 5
vinyl chloride	360	< 5	33	< 5
xylenes	< 5	< 5	5.0	< 5

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. NA=Not Applicable effluent was sampled on May 1, 2001 for total toxicity organics, nickel, pH, and MIBK.

TABLE XII (1 of 2)
Groundwater Quality Analytical Results Summary,
November 27-28, 2001
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Constituent	MW-7	MW-8	MW-10	MW-14	MW-23
barium (mg/l)	0.0386	< 0.0200	< 0.0200	< 0.0200	0.0390
nickel (mg/l)	< 0.0200	< 0.0200	< 0.0200	< 0.0200	< 0.0200
vanadium (mg/l)	0.0702	< 0.0100	< 0.0100	< 0.0100	< 0.0100
zinc (mg/l)	< 0.0200	< 0.0200	< 0.0200	< 0.0200	< 0.0200
benzene	< 5	5.3	< 5	< 5	< 5
trichloroethene	< 10	< 5	< 5	< 5	< 5
xylenes	< 5	3,100	< 5	150	< 5
tetrachloroethene	< 5	< 5	< 5	< 5	150
acetone	< 10	< 10	< 10	< 10	< 10
ethylbenzene	< 5	9.0	< 5	12	< 5
(total) 1,2-dichloroethene	< 5	< 5	< 5	< 5	< 5
vinyl chloride	< 5	< 5	< 5	< 5	< 5

Constituent	MW-27	MW-28	MW-29	MW-30*	MW-53
barium (mg/l)	0.0268	0.0274	0.0278	0.0545	< 0.0200
beryllium (mg/l)	NA	NA	NA	< 0.0200	NA
chromium (mg/l)	NA	NA	NA	< 0.0200	NA
copper(mg/l)	NA	NA	NA	< 0.0200	NA
lead (mg/l)	NA	NA	NA	< 0.0200	NA
nickel (mg/l)	< 0.0200	< 0.0200	0.0212	< 0.0200	< 0.0200
vanadium (mg/l)	< 0.0100	< 0.0100	0.108	< 0.0100	< 0.0100
zinc (mg/l)	< 0.0200	0.0445	0.0586	0.117	< 0.0200
benzene	< 5	< 5	< 5	< 5	< 5
trichloroethene	< 5	< 5	< 5	< 5	5.2
xylenes	< 5	< 5	24	< 5	< 5
tetrachloroethene	< 5	< 5	< 5	< 5	< 5
acetone	< 10	< 10	< 10	< 10	< 10
ethylbenzene	< 5	< 5	< 5	< 5	< 5
(cis) 1,2-dichloroethene	< 5	< 5	24	< 5	60
1,2-dichlorobenzene	> 5	> 5	> 5	5.7	> 5
vinyl chloride	< 5	< 5	16	120	5.8

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. NA=Not Applicable or Not Analyzed.

*** Monitor Well MW-30 was analyzed for Appendix IX constituents as the point of compliance well for the Series Pond.**

TABLE XII (2 of 2)
Groundwater Quality Analytical Results Summary,
November 27-28, 2001
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Constituent	BB-1	BB-4	RW-2R	RW-3	RW-4
barium	0.0488	0.0747	0.0510	< 0.0200	0.0259
nickel	< 0.0200	< 0.0200	< 0.0200	0.0573	< 0.0200
vanadium	< 0.0100	< 0.0100	< 0.0100	< 0.0100	0.0108
zinc	0.0482	0.141	< 0.0200	0.0335	0.0452
benzene	< 5	< 5	< 5	< 5	< 5
trichloroethene	< 5	< 5	< 5	< 5	< 5
xylenes	< 5	< 5	< 5	< 5	< 5
tetrachloroethene	< 5	< 5	< 5	< 5	< 5
acetone	< 10	< 10	< 10	< 10	< 10
ethylbenzene	< 5	< 5	< 5	< 5	< 5
(cis) 1,2-dichloroethene	< 5	< 5	< 5	6.4	51
vinyl chloride	< 5	< 5	< 5	< 5	22
chloroform	< 5	< 5	< 5	130	< 5
bromodichloromethane	< 5	< 5	< 5	28	< 5
dibromochloromethane	< 5	< 5	< 5	14	< 5

Constituent	Influent	Effluent
barium	0.0319	< 0.0200
nickel	< 0.0200	< 0.0200
vanadium	< 0.0100	< 0.0100
zinc	< 0.0200	< 0.0200
benzene	< 5	< 5
trichloroethene	< 5	< 5
xylenes	33	< 5
tetrachloroethene	< 5	< 5
acetone	1,000	< 10
ethylbenzene	< 5	< 5
(total) 1,2-dichloroethene	< 5	< 5
vinyl chloride	< 5	< 5

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. NA=Not Applicable or Not Analyzed.

*** Monitor Well MW-30 was analyzed for Appendix IX constituents as the point of compliance well for the Series Pond.**

TABLE XIII (1 of 2)
Groundwater Quality Analytical Results Summary,
May 22-23, 2001
AZS Chemical Site
Atlanta, Georgia

Constituent	MW-1	MW-20	MW-6	MW-11	MW-13	MW-22
barium (mg/l)	< 0.0200	0.422	0.0595	0.280	< 0.0200	0.121
nickel(mg/l)	NA	< 0.0400	< 0.0200	< 0.0200	< 0.0200	< 0.0200
vanadium (mg/l)	NA	< 0.0500	0.0103	0.0284	< 0.0100	< 0.0100
zinc (mg/l)	NA	< 0.0200	0.0238	< 0.0200	< 0.0200	< 0.0200
trichloroethene	< 5	< 5	< 5	< 5	< 5	< 5
1,1,2,2-tetrachloroethane	< 5	< 5	< 5	< 5	< 5	< 5
(total) 1,2-dichloroethene	< 5	< 5	160	54	< 5	< 5
vinyl chloride	< 5	< 5	98	72	< 5	< 5

Constituent	MW-31*	MW-32*	MW-45	MW-46	MW-47	MW-48
barium (mg/l)	< 0.0200	0.112	< 0.0200	0.0386	< 0.0200	0.0694
nickel(mg/l)	< 0.0200	< 0.0200	< 0.0200	< 0.0200	0.0227	< 0.0200
vanadium (mg/l)	< 0.0100	0.0236	< 0.0100	< 0.0100	< 0.0100	< 0.0100
zinc (mg/l)	< 0.0200	< 0.0200	< 0.0200	< 0.0200	< 0.0200	< 0.0200
trichloroethene	5	< 5	< 5	< 5	< 5	< 5
1,1,2,2-tetrachloroethane	< 5	< 5	< 5	< 5	< 5	< 5
(total) 1,2-dichloroethene	30	80	< 5	< 5	< 5	< 5
vinyl chloride	6.4	39	< 5	< 5	< 5	< 5

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. NA=Not Applicable or Not Analyzed. Monitor Well MW-20 was analyzed for Appendix IX constituents as the point of compliance well for the Polymer Pond.*

TABLE XIII (2 of 2)
Groundwater Quality Analytical Results Summary,
May 22-23, 2001
AZS Chemical Site
Atlanta, Georgia

Constituent	MW-49	MW-50	MW-52	Effluent
barium (mg/l)	< 0.0200	0.0258	0.0372	NA
nickel(mg/l)	< 0.0200	< 0.0200	< 0.0200	< 0.0200
vanadium (mg/l)	0.0159	< 0.0100	< 0.0100	NA
zinc (mg/l)	< 0.0200	< 0.0200	< 0.0200	NA
trichloroethene	< 5	< 5	< 5	< 5
1,1,2,2-tetrachloroethane	< 5	< 5	< 5	< 5
(total) 1,2-dichloroethene	25	8.5	< 5	< 5
vinyl chloride	< 5	< 5	< 5	< 5

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. NA=Not Applicable effluent was sampled on May 1, 2001 for total toxicity organics, nickel, pH, and MIBK.

TABLE XIV
Groundwater Quality Analytical Results Summary,
December 28, 2000
AZS Chemical Site
Atlanta, Georgia
Facility ID # GAD981237225

Constituent	MW-7	MW-8	MW-9	MW-14	MW-23	MW-27
barium (mg/l)	0.0417*	NA	NA	NA	NA	NA
beryllium (mg/l)	< 0.0100*	NA	NA	NA	NA	NA
chromium (mg/l)	< 0.0100*	NA	NA	NA	NA	NA
copper(mg/l)	< 0.0100*	NA	NA	NA	NA	NA
lead (mg/l)	< 0.0100*	NA	NA	NA	NA	NA
nickel (mg/l)	0.0317*	NA	NA	NA	NA	NA
vanadium (mg/l)	0.216*	NA	NA	NA	NA	NA
zinc (mg/l)	0.0509*	NA	NA	NA	NA	NA
carbon disulfide	15	< 5	< 5	< 5	< 5	< 5
2-methylphenol	< 10*	< 5	< 5	< 5	< 5	< 5
xylenes	< 5	21	< 5	400	< 5	< 5
tetrachloroethene	< 5	< 5	< 5	< 5	47	< 5
acetone	< 5	< 5	< 5	< 5	< 5	< 5
ethylbenzene	< 5	< 5	< 5	< 5	< 5	< 5
(total) 1,2-dichloroethene	< 5	< 5	< 5	< 5	< 5	< 5
vinyl chloride	< 5	< 5	< 5	< 5	< 5	< 5

Constituent	MW-28	MW-29	MW-30	BB-1	BB-2	Effluent
carbon disulfide	< 5	< 5	< 5	< 5	< 5	< 5
2-methylphenol	< 5	< 5	< 5	< 5	< 5	< 5
xylenes	< 5	31	55	33	31	< 5
tetrachloroethene	< 5	< 5	< 5	< 5	< 5	< 5
acetone	< 5	< 5	< 5	42	< 5	< 5
ethylbenzene	< 5	< 5	12	< 5	< 5	< 5
(total) 1,2-dichloroethene	< 5	34	90	< 5	< 5	< 5
vinyl chloride	< 5	19	76	< 5	< 5	< 5

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. NA=Not Applicable or Not Analyzed. Monitor Well MW-7 was analyzed for Appendix IX constituents as the point of compliance well for the Series Pond and was resampled for metals and semi-volatile constituents on January 11 and January 22, 2001.*

TABLE XV (1 of 2)
Groundwater Quality Analytical Results Summary,
September 19-20, 2000
AZS Chemical Site
Atlanta, Georgia

Constituent	MW-1	MW-20	MW-6	MW-11	MW-13	MW-15
arsenic (mg/l)	NA	< 0.0157	NA	NA	NA	NA
barium (mg/l)	NA	0.333	NA	NA	NA	NA
chromium (mg/l)	NA	< 0.00545	NA	NA	NA	NA
copper(mg/l)	NA	< 0.00611	NA	NA	NA	NA
thallium (mg/l)	NA	< 0.0251	NA	NA	NA	NA
zinc (mg/l)	NA	< 0.00716	NA	NA	NA	NA
trichloroethene	< 5	< 5	6.6	< 5	< 5	< 5
1,1,2,2-tetrachloroethane	< 5	< 5	< 5	< 5	< 5	< 5
2-butanone	< 5	< 5	< 5	< 5	< 5	< 5
acetone	< 5	< 5	< 5	< 5	< 5	< 5
bromodichloromethane	< 5	< 5	< 5	< 5	< 5	< 5
bromoform	< 5	< 5	< 5	< 5	< 5	< 5
chloroethane	< 5	< 5	< 5	< 5	< 5	< 5
chloroform	< 5	< 5	< 5	< 5	< 5	< 5
chloromethane	< 5	< 5	< 5	< 5	< 5	< 5
dibromochloromethane	< 5	< 5	< 5	< 5	< 5	< 5
(total) 1,2-dichloroethene	< 5	< 5	38	91	< 5	23
vinyl chloride	< 5	< 5	56	74	< 5	13

Constituent	MW-31*	MW-32*	MW-45	MW-46	MW-47	MW-48
trichloroethene	< 5	< 5	< 5	< 5	< 5	< 5
1,1,2,2-tetrachloroethane	< 5	< 5	< 5	< 5	< 5	< 5
2-butanone	< 5	< 5	< 5	< 5	< 5	< 5
acetone	< 5	< 5	< 5	< 5	< 5	< 5
bromodichloromethane	< 5	< 5	< 5	< 5	< 5	< 5
bromoform	< 5	< 5	< 5	< 5	< 5	< 5
chloroethane	< 5	< 5	< 5	< 5	< 5	< 5
chloroform	< 5	< 5	< 5	< 5	< 5	< 5
chloromethane	< 5	< 5	< 5	< 5	< 5	< 5
dibromochloromethane	< 5	< 5	< 5	< 5	< 5	< 5
(total) 1,2-dichloroethene	14	62	< 5	< 5	18	< 5
vinyl chloride	< 5	38	< 5	< 5	45	< 5

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. **NA=Not Applicable or Not Analyzed. Monitor Well MW-20 was analyzed for Appendix IX constituents as the point of compliance well for the Polymer Pond.* Monitor wells MW-31 and MW-32 were mislabeled as each other on the sample containers and chain-of-custody form.**

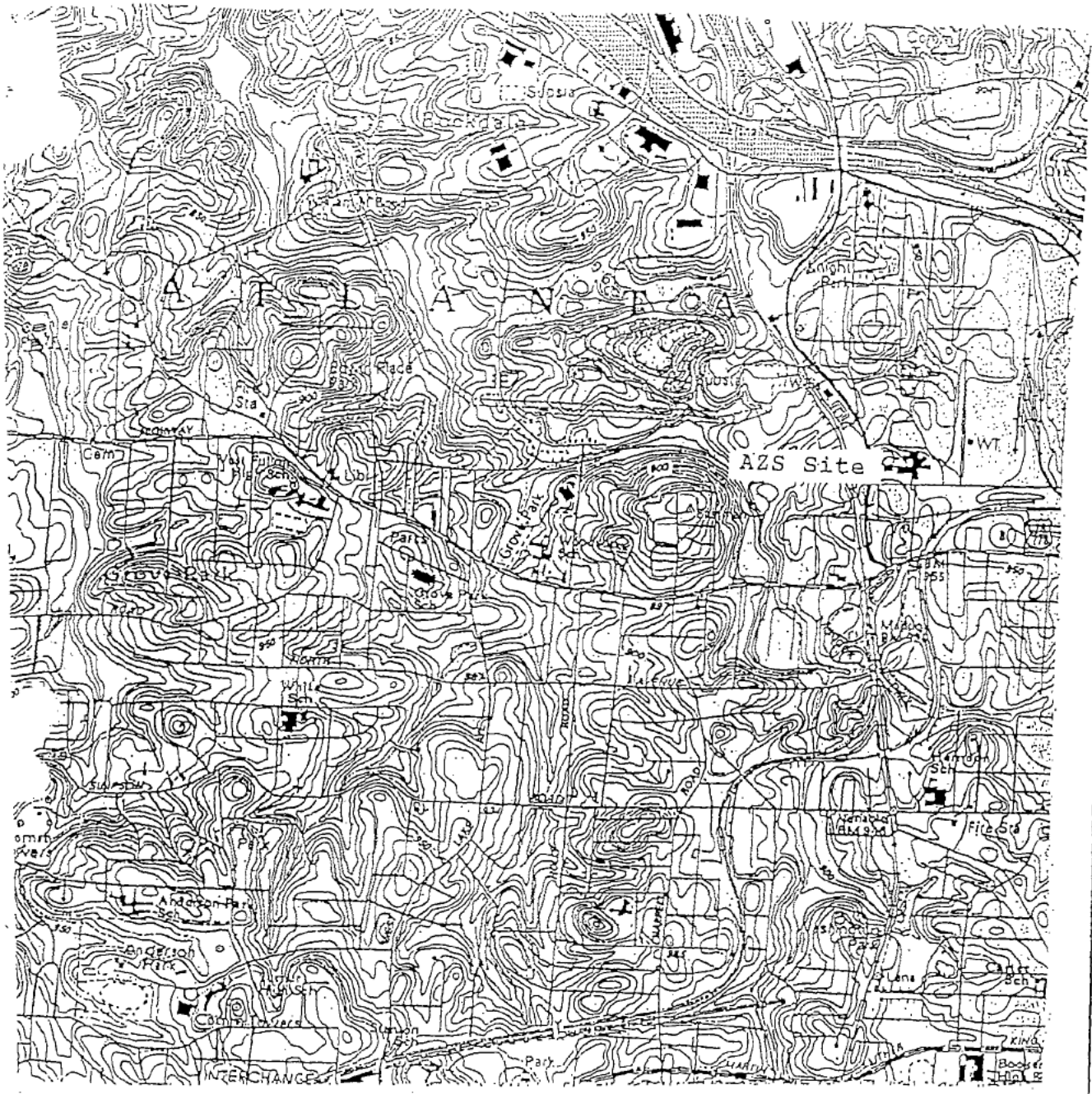
TABLE XV (2 of 2)
Groundwater Quality Analytical Results Summary,
September 19-20, 2000
AZS Chemical Site
Atlanta, Georgia

Constituent	MW-49	MW-50	MW-52	MW-53
trichloroethene	< 5	< 5	5.2	< 5
1,1,2,2-tetrachloroethane	< 5	< 5	< 5	< 5
2-butanone	< 5	< 5	< 5	< 5
acetone	< 5	< 5	< 5	< 5
bromodichloromethane	< 5	< 5	< 5	< 5
bromoform	< 5	< 5	< 5	< 5
chloroethane	< 5	< 5	< 5	< 5
chloroform	< 5	< 5	< 5	< 5
chloromethane	< 5	< 5	< 5	< 5
dibromochloromethane	< 5	< 5	< 5	< 5
(total) 1,2-dichloroethene	20	< 5	45	< 5
vinyl chloride	11	< 5	< 5	< 5

Constituent	RW-2R	RW-3	RW-4	Effluent
trichloroethene	< 5	< 5	< 5	< 5
1,1,2,2-tetrachloroethane	< 5	19	< 5	< 5
2-butanone	11	14	< 5	< 5
acetone	< 5	72	< 5	< 5
bromodichloromethane	30	110	< 5	< 5
bromoform	< 5	8.7	< 5	< 5
chloroethane	8.2	70	< 5	< 5
chloroform	92	450	< 5	< 5
chloromethane	< 5	68	< 5	< 5
dibromochloromethane	14	35	< 5	< 5
(total) 1,2-dichloroethene	< 5	< 5	9.8	< 5
vinyl chloride	< 5	< 5	< 5	< 5

Note: All concentrations are in micrograms per liter (ug/l or ppb) except where specified (mg/l) milligrams per liter or ppm. NA=Not Applicable

FIGURES



Reproduced from the Northwest Atlanta 7.5 Minute Topographic Quadrangle

N

FIGURE I
SITE LOCATION MAP
AZS Chemical Site
Atlanta, Fulton County, Georgia

1,000 3,000
0 2,000
Scale (Feet)

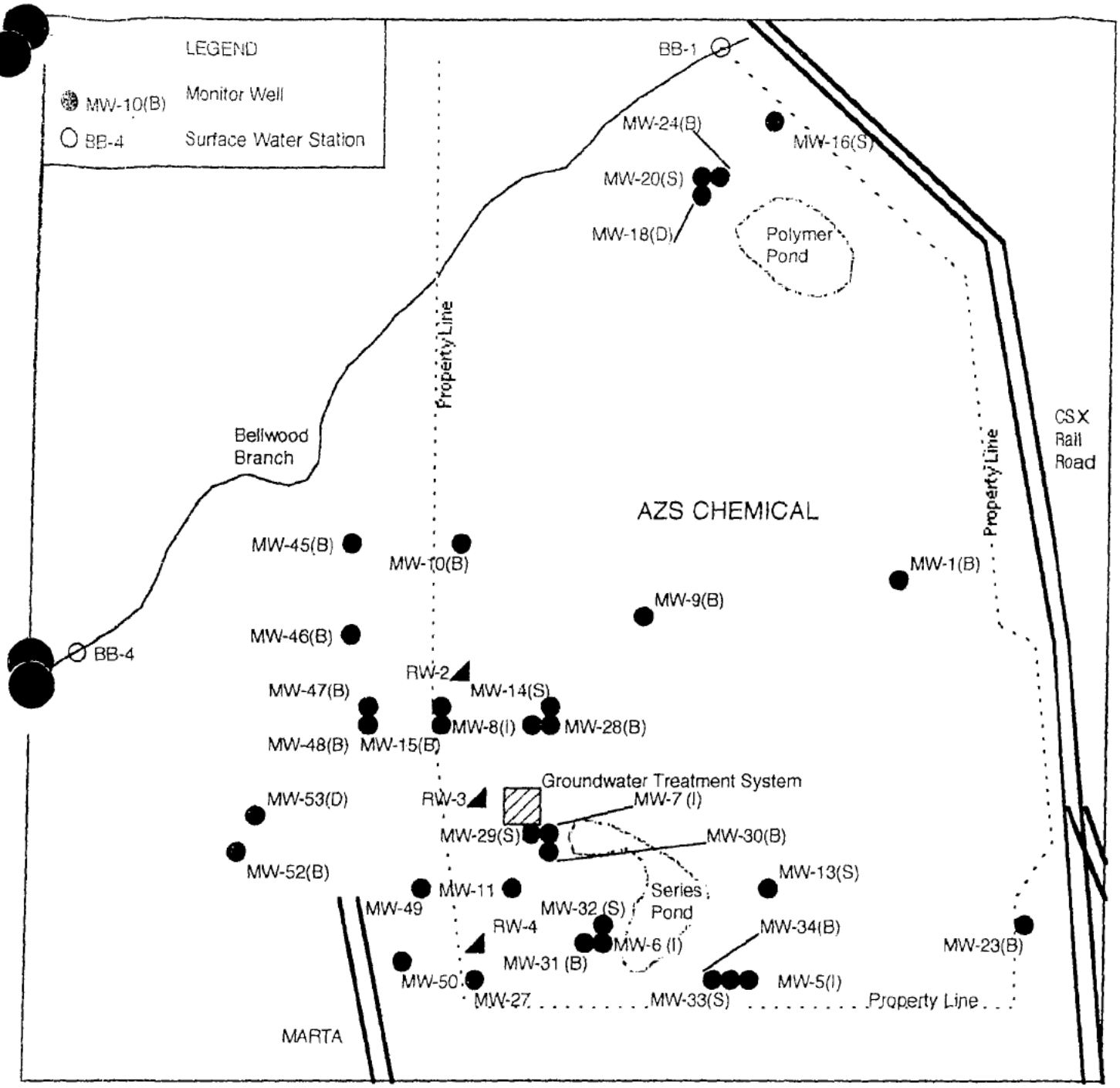


FIGURE II
MONITOR WELL LOCATION MAP
AZS Chemical Site
Atlanta, Fulton County, Georgia

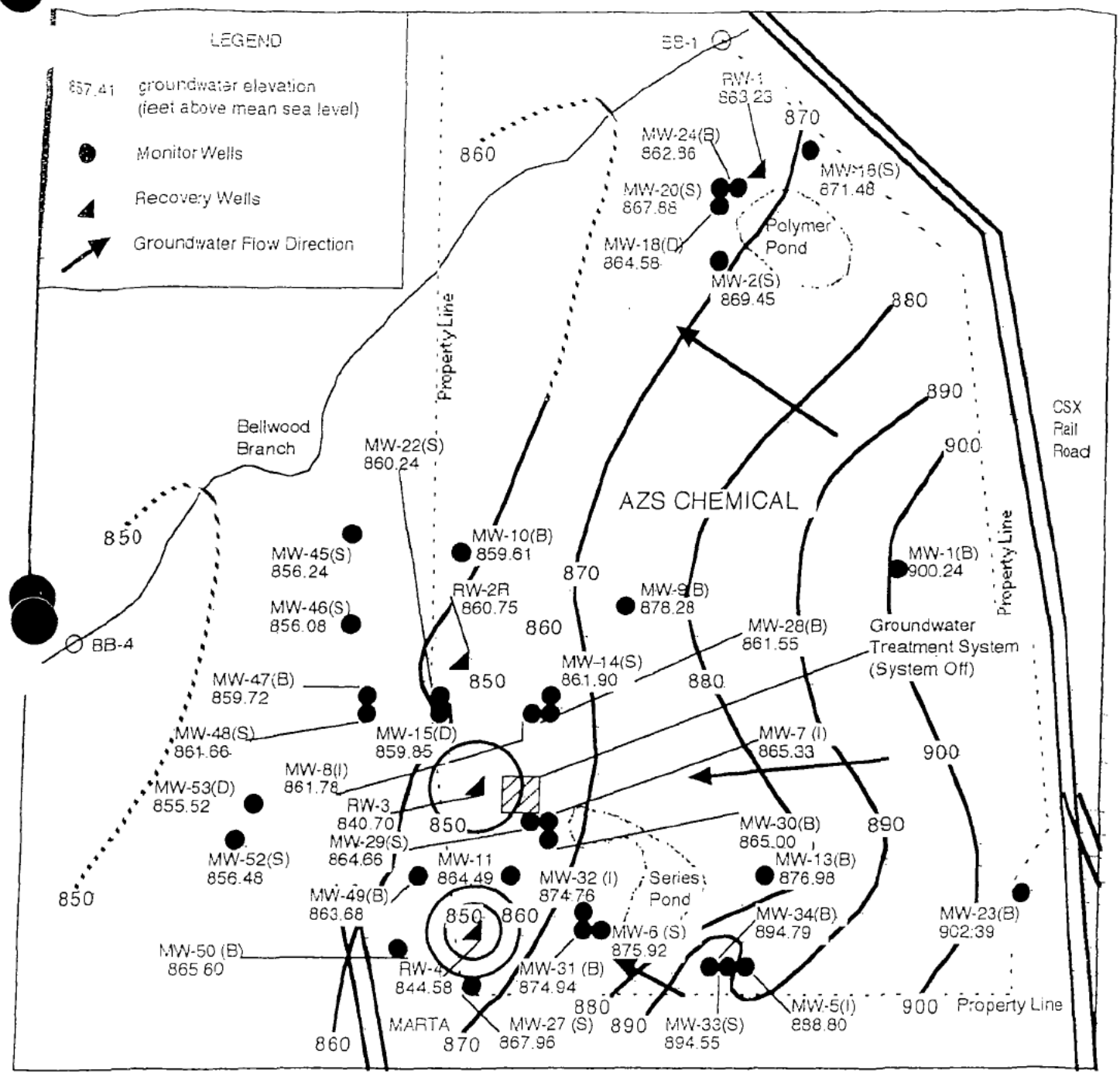


FIGURE III-A
GROUNDWATER POTENTIOMETRIC MAP
April 13-14, 2005
AZS Chemical Site
Atlanta, Fulton County, Georgia

N

0 50 100 150
Scale (Feet)

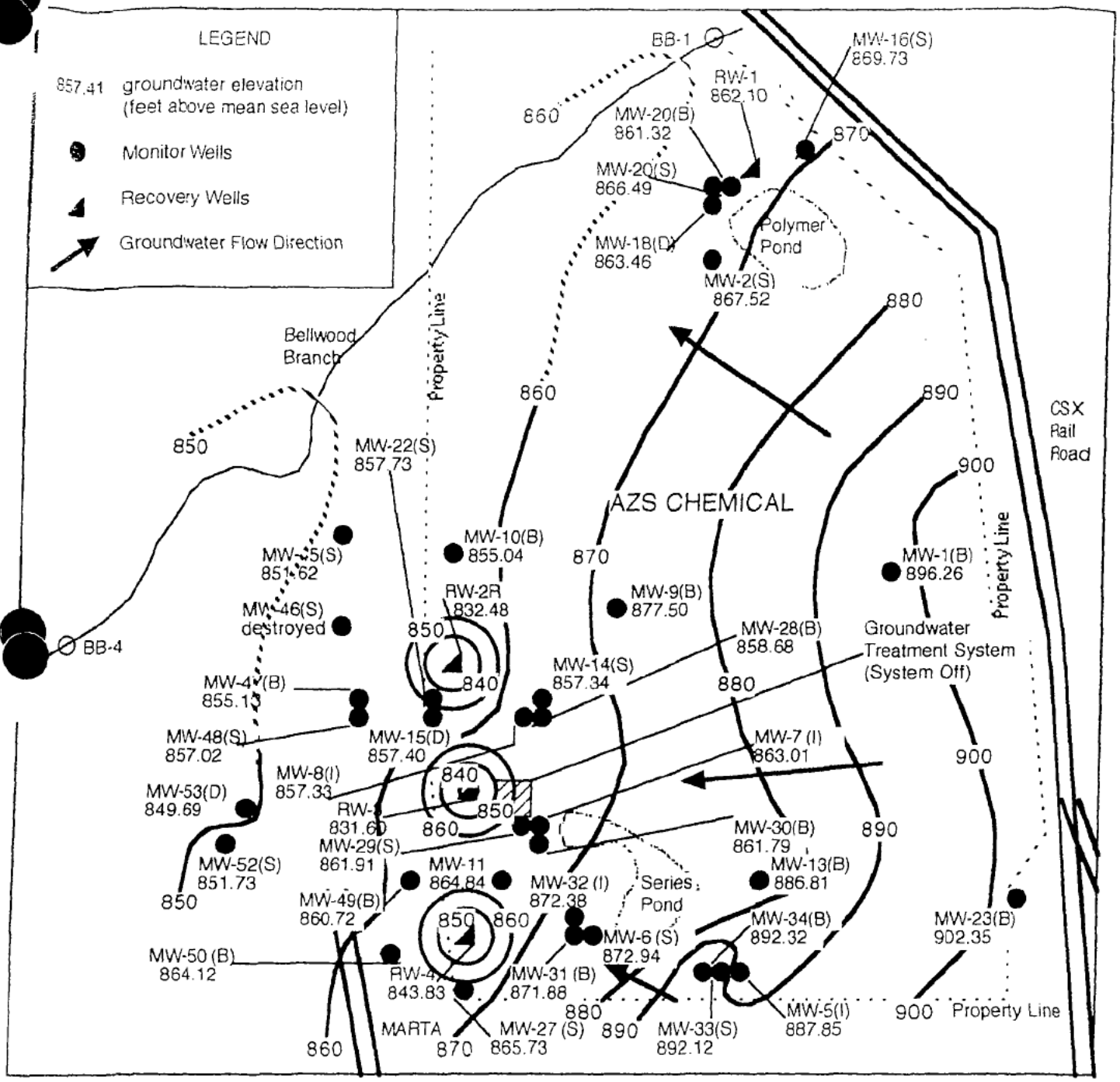


FIGURE III-B
GROUNDWATER POTENTIOMETRIC MAP
October 19-20, 2005
AZS Chemical Site
Atlanta, Fulton County, Georgia

0 50 100 150
Scale (Feet)

N

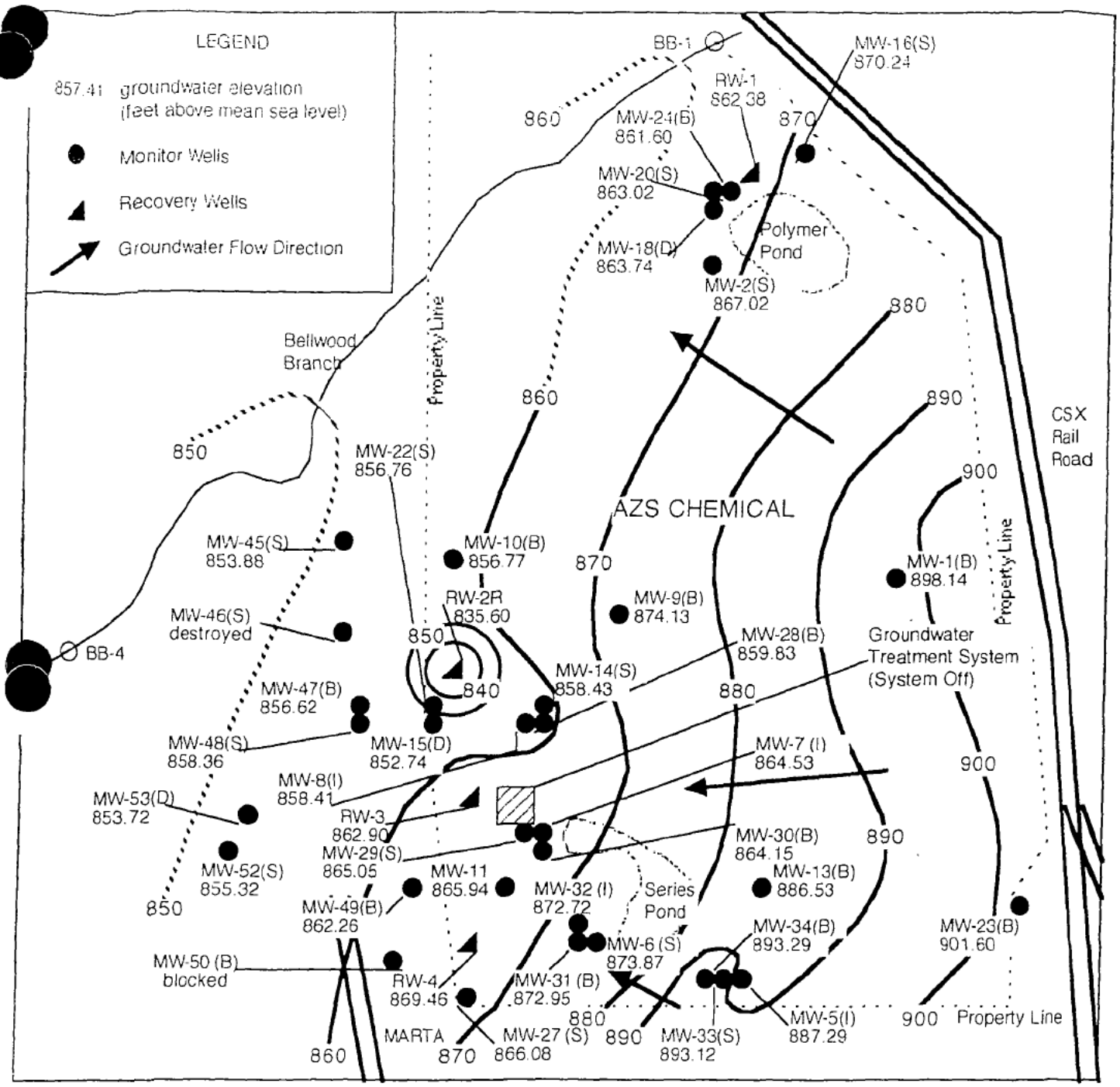


FIGURE III-C
GROUNDWATER POTENTIOMETRIC MAP
April 17-18, 2006
AZS Chemical Site
Atlanta, Fulton County, Georgia

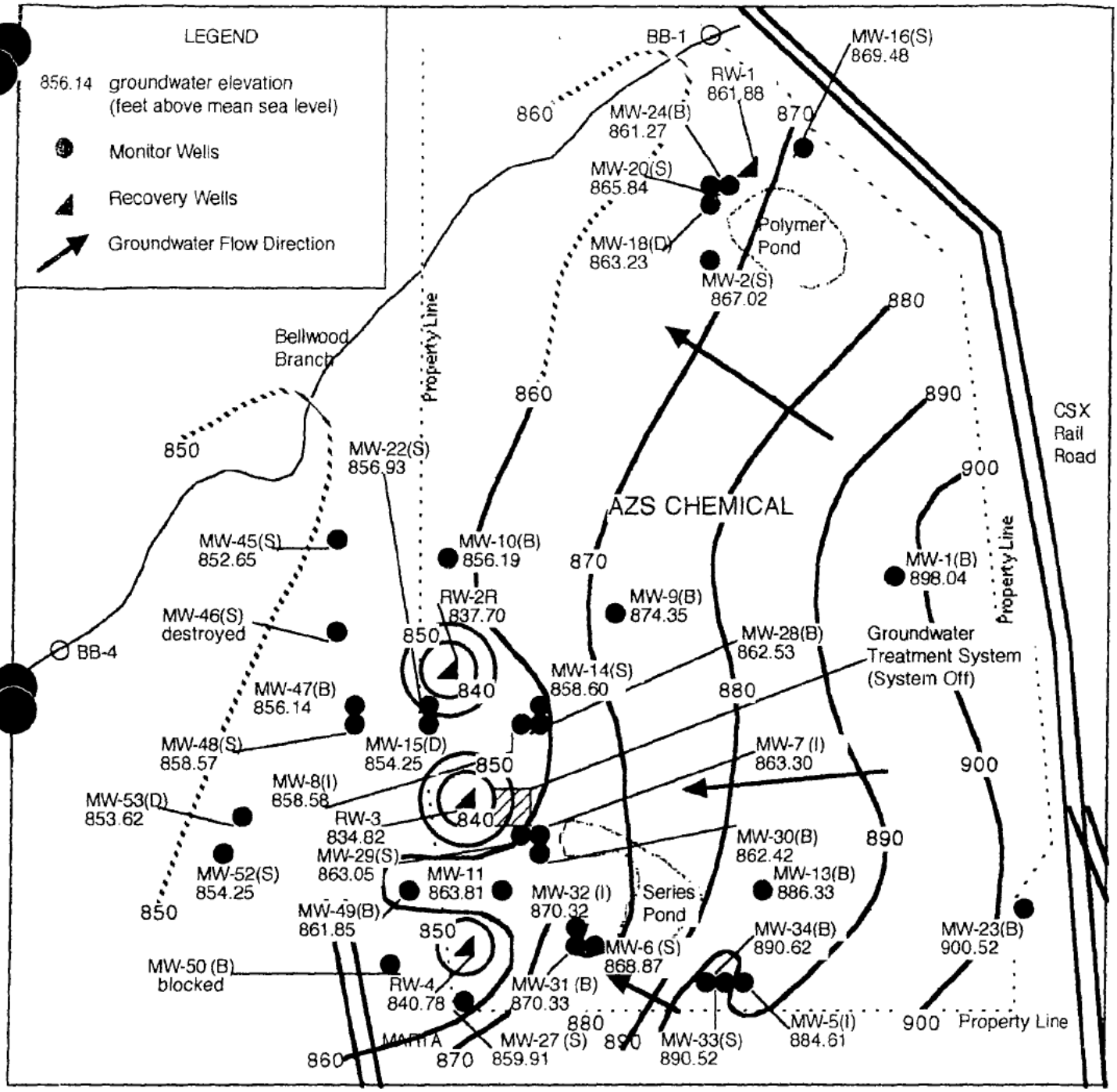
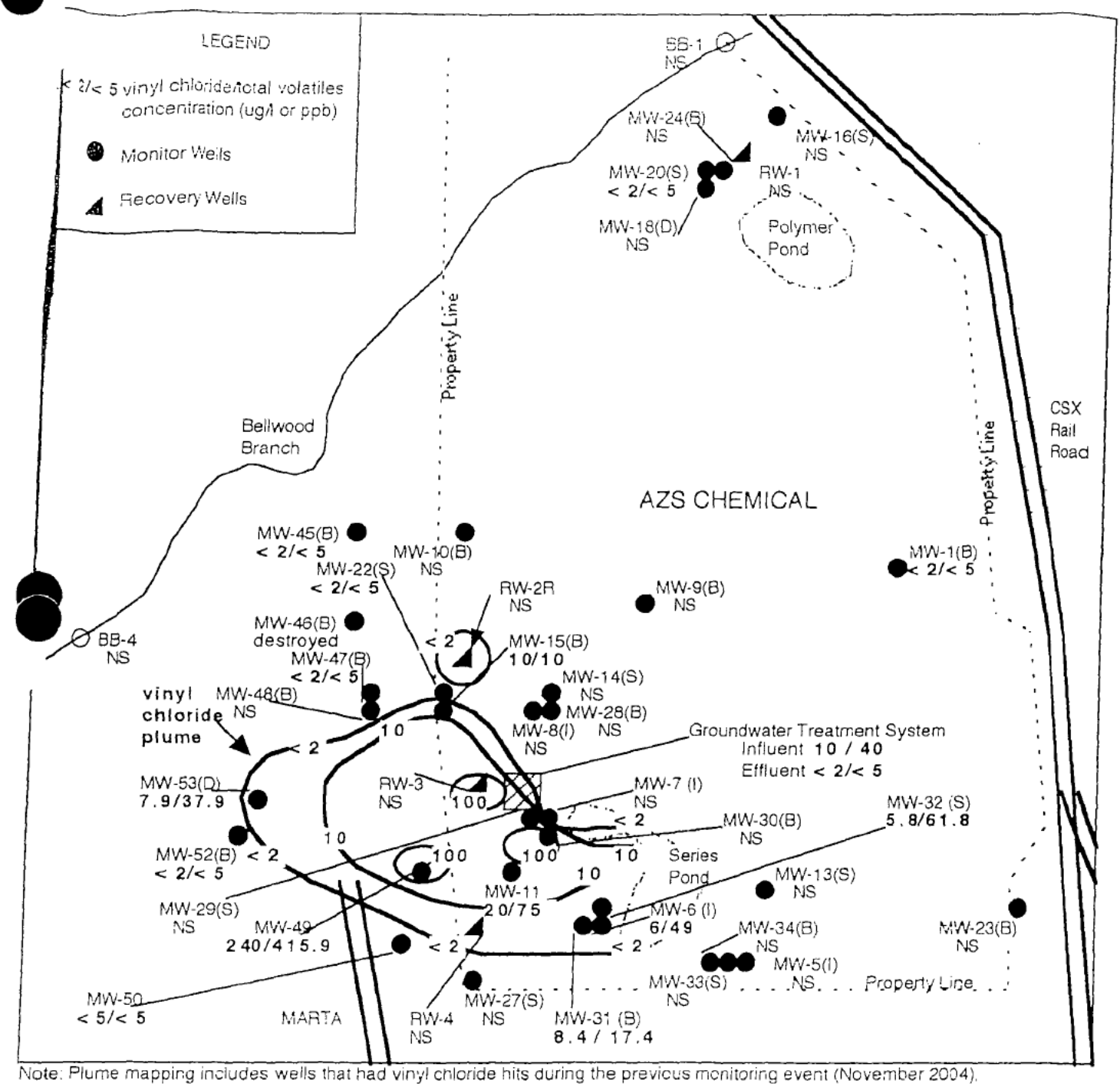


FIGURE III-D
GROUNDWATER POTENTIOMETRIC MAP
November 28-29, 2006
AZS Chemical Site
Atlanta, Fulton County, Georgia

N

0 50 100 150
Scale (Feet)



Note: Plume mapping includes wells that had vinyl chloride hits during the previous monitoring event (November 2004).

FIGURE IV-A

GROUNDWATER VINYL CHLORIDE & TOTAL VOLATILES ISOCONCENTRATION MAP

April 13-14, 2005

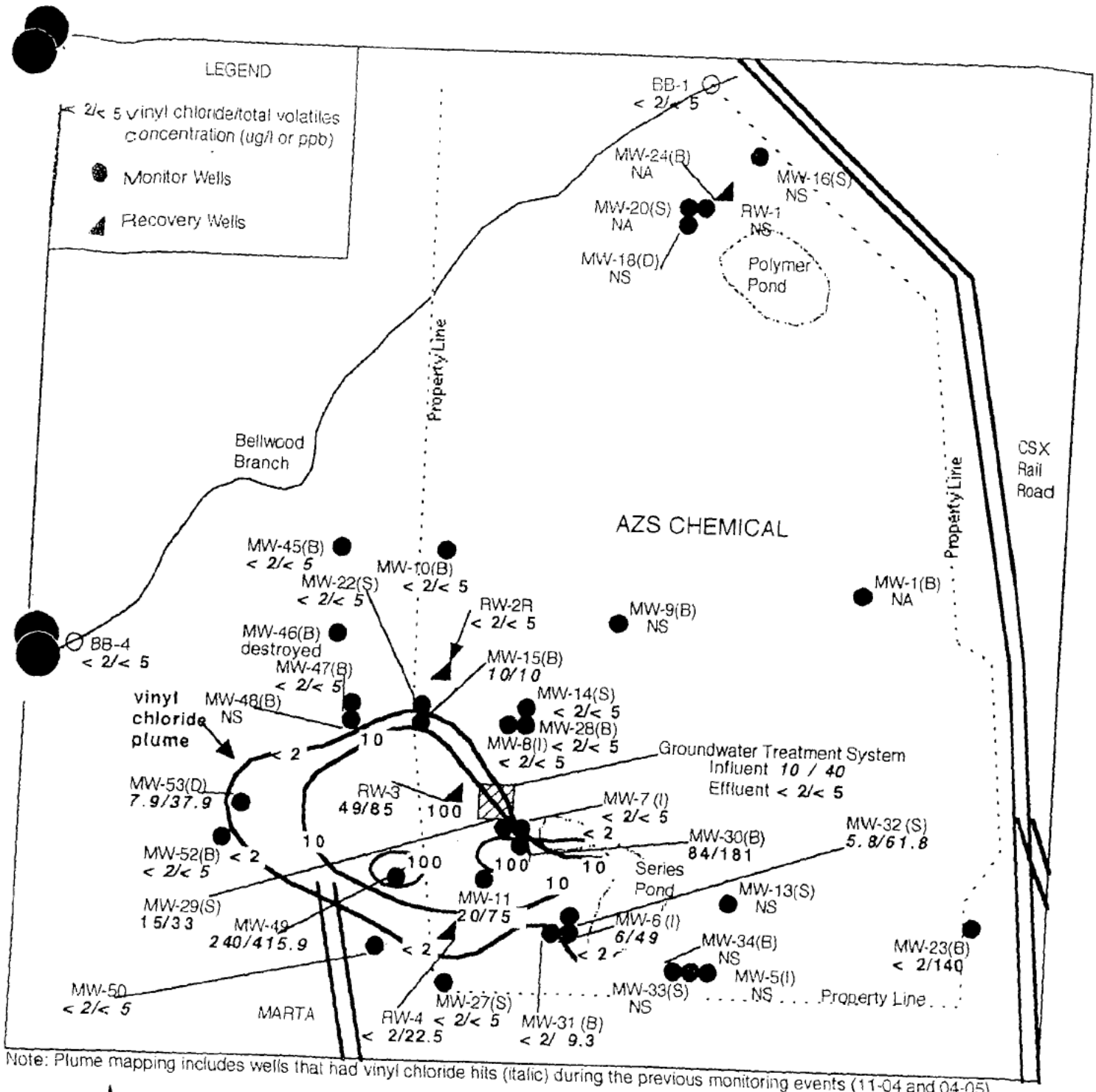
AZS Chemical Site

Atlanta, Fulton County, Georgia

N

0 50 100 150

Scale (Feet)



Note: Plume mapping includes wells that had vinyl chloride hits (italic) during the previous monitoring events (11-04 and 04-05).

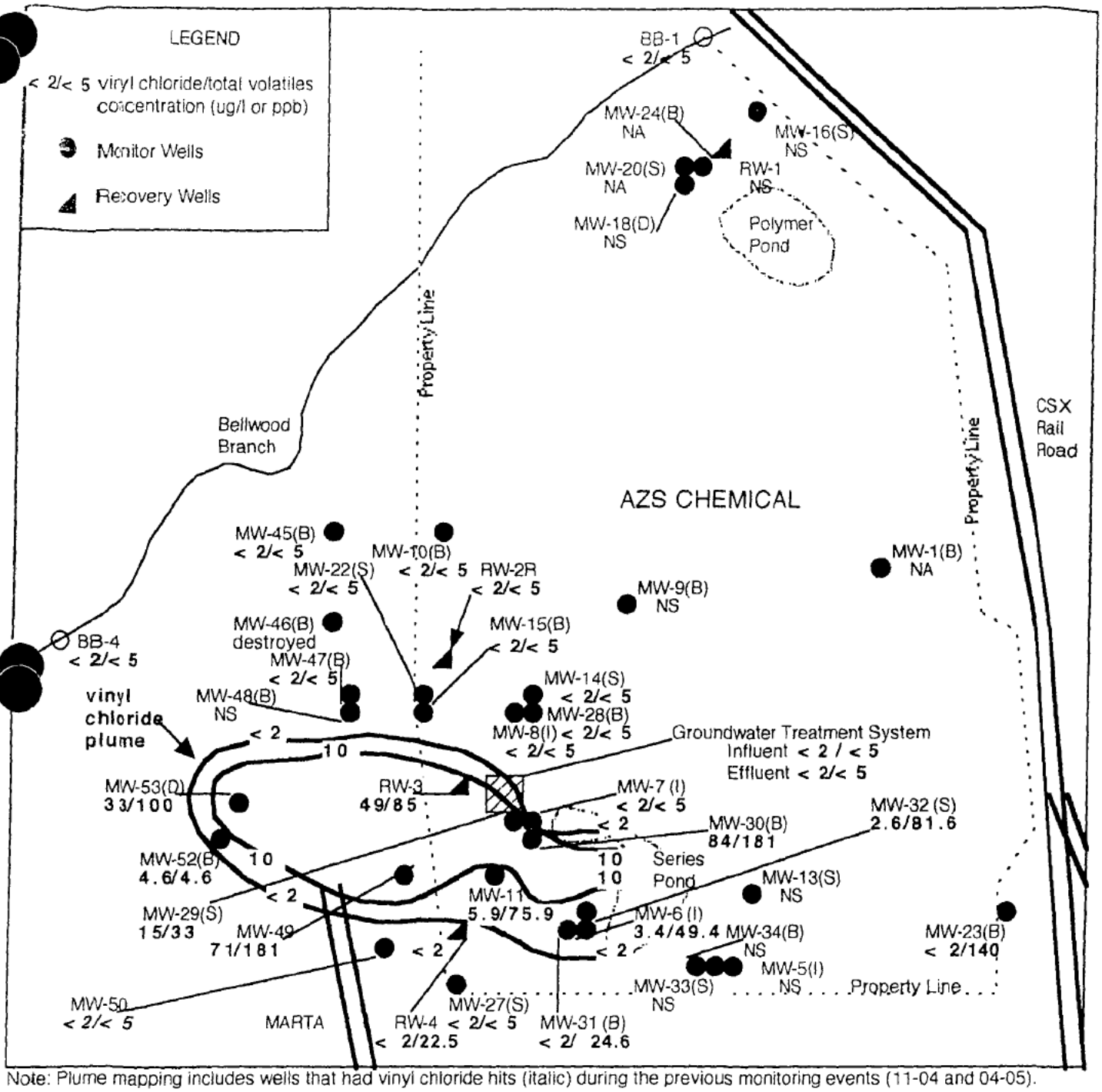
FIGURE IV-B

GROUNDWATER VINYL CHLORIDE & TOTAL VOLATILES ISOCONCENTRATION MAP

October 19, 2005

AZS Chemical Site

Atlanta, Fulton County, Georgia

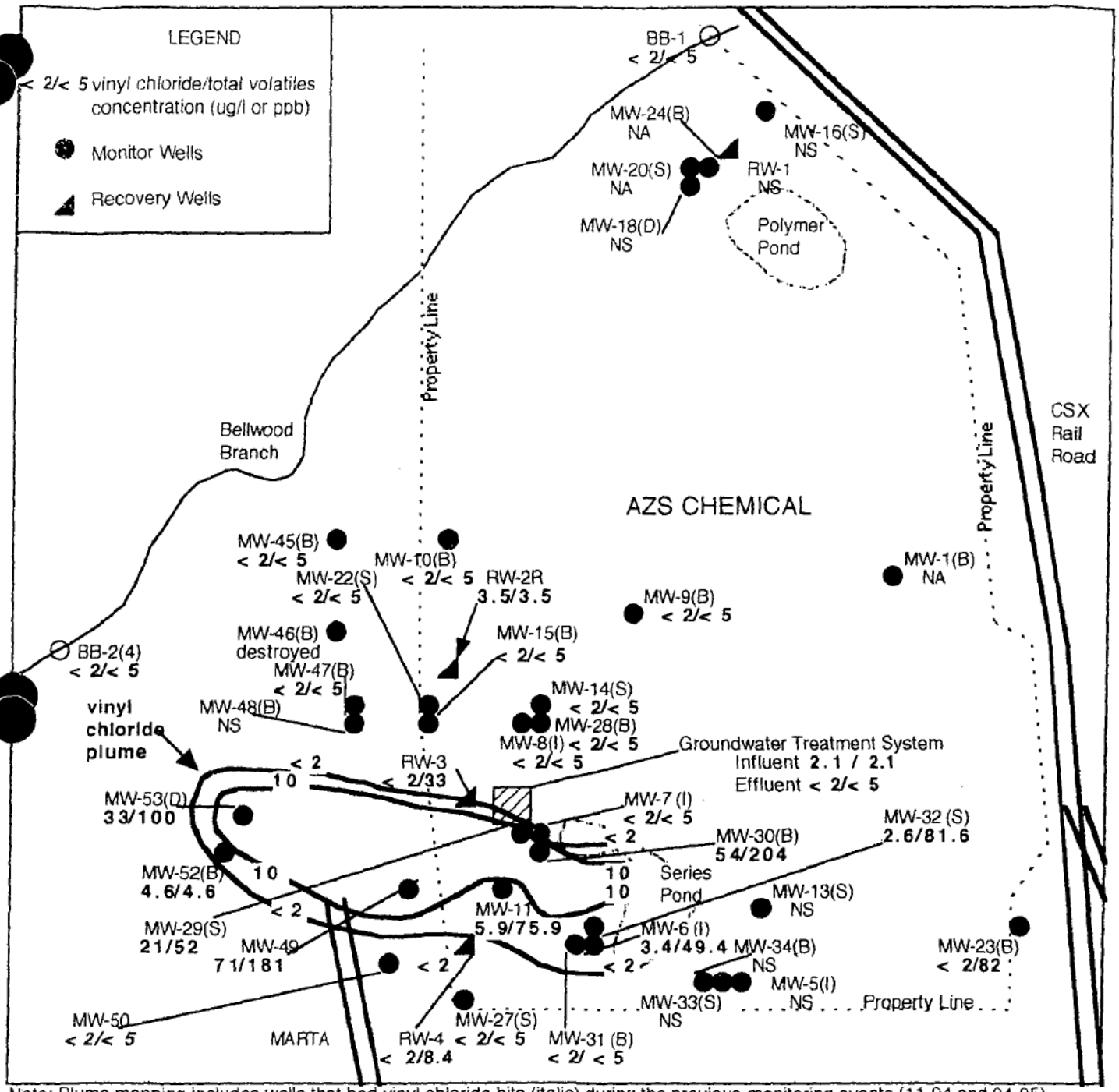


Note: Plume mapping includes wells that had vinyl chloride hits (italic) during the previous monitoring events (11-04 and 04-05).

N

FIGURE IV-C
GROUNDWATER VINYL CHLORIDE & TOTAL VOLATILES ISOCONCENTRATION MAP
April 17-18, 2006
AZS Chemical Site
Atlanta, Fulton County, Georgia

0 50 100 150
Scale (Feet)



Note: Plume mapping includes wells that had vinyl chloride hits (italic) during the previous monitoring events (11-04 and 04-05).

FIGURE IV-D
GROUNDWATER VINYL CHLORIDE & TOTAL VOLATILES ISOCONCENTRATION MAP
November 28-29, 2006
AZS Chemical Site
Atlanta, Fulton County, Georgia

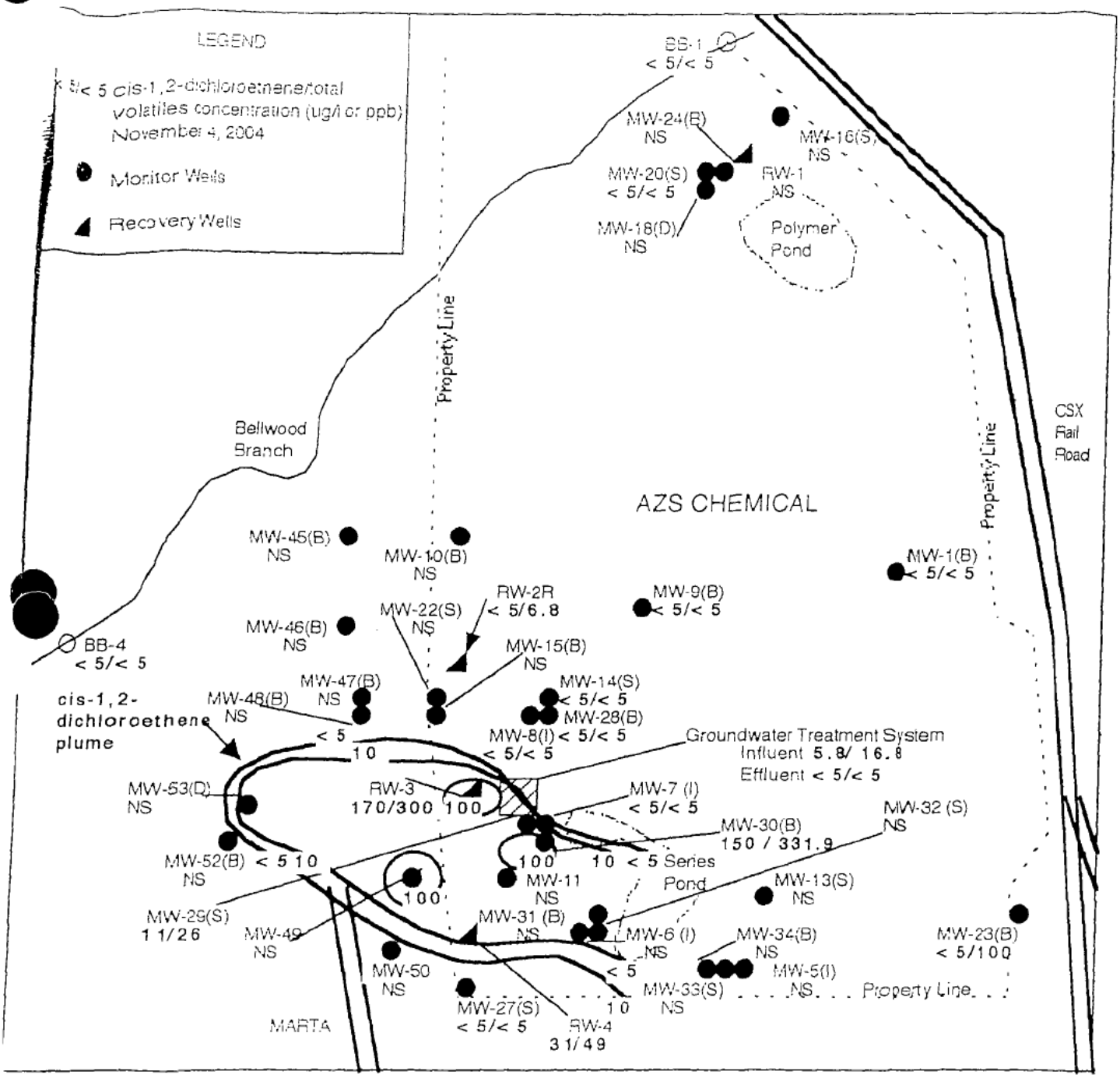


FIGURE V-A
GROUNDWATER CIS-1,2-DICHLOROETHENE & TOTAL VOLATILES ISOCONCENTRATION MAP
November 4, 2004
AZS Chemical Site
Atlanta, Fulton County, Georgia

0 50 100 150
Scale (Feet)

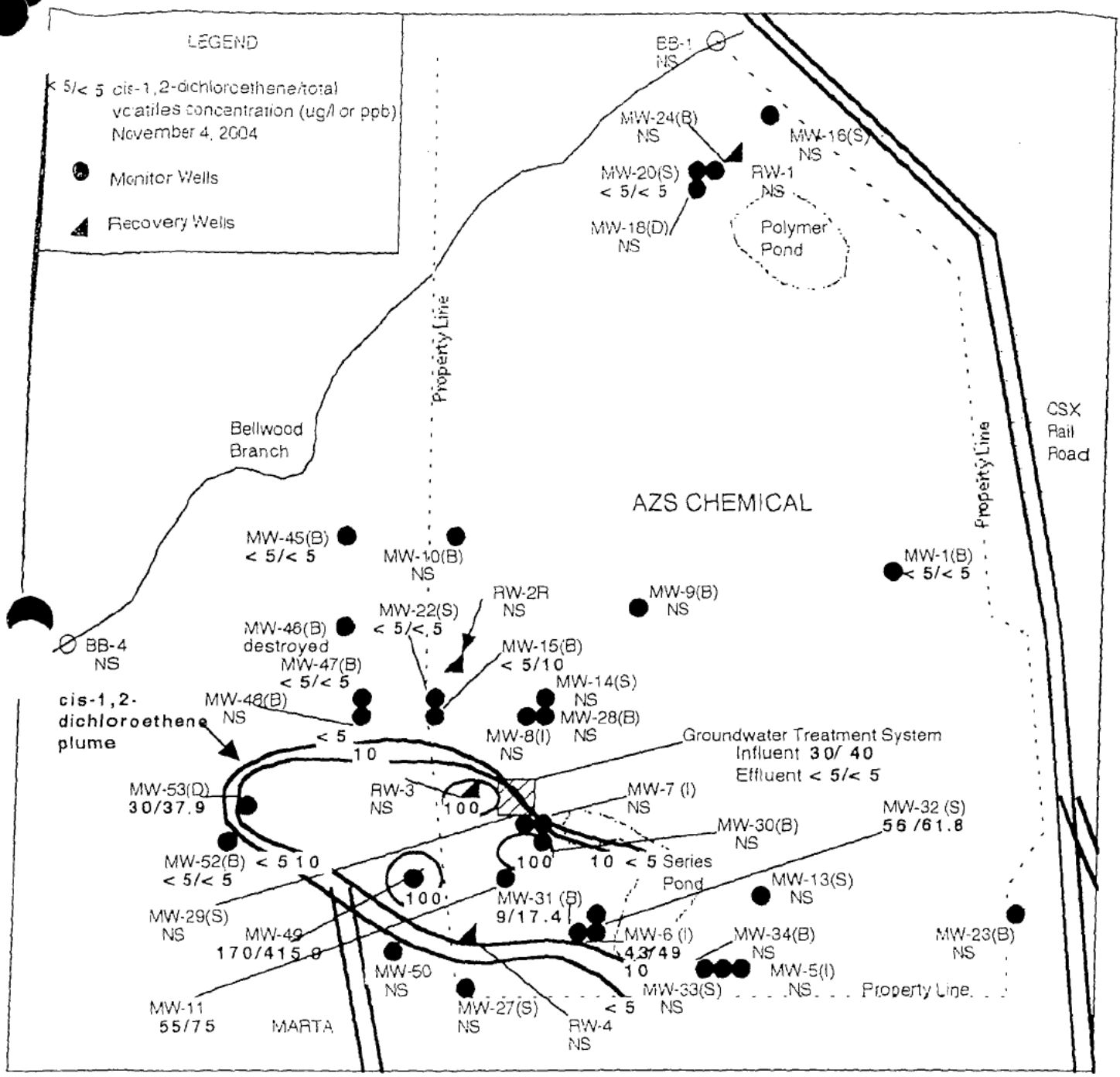


FIGURE V-B
GROUNDWATER CIS-1,2-DICHLOROETHENE &
TOTAL VOLATILES ISOCONCENTRATION MAP
April 13-14, 2005
AZS Chemical Site
Atlanta, Fulton County, Georgia

0 50 100 150
Scale (Feet)

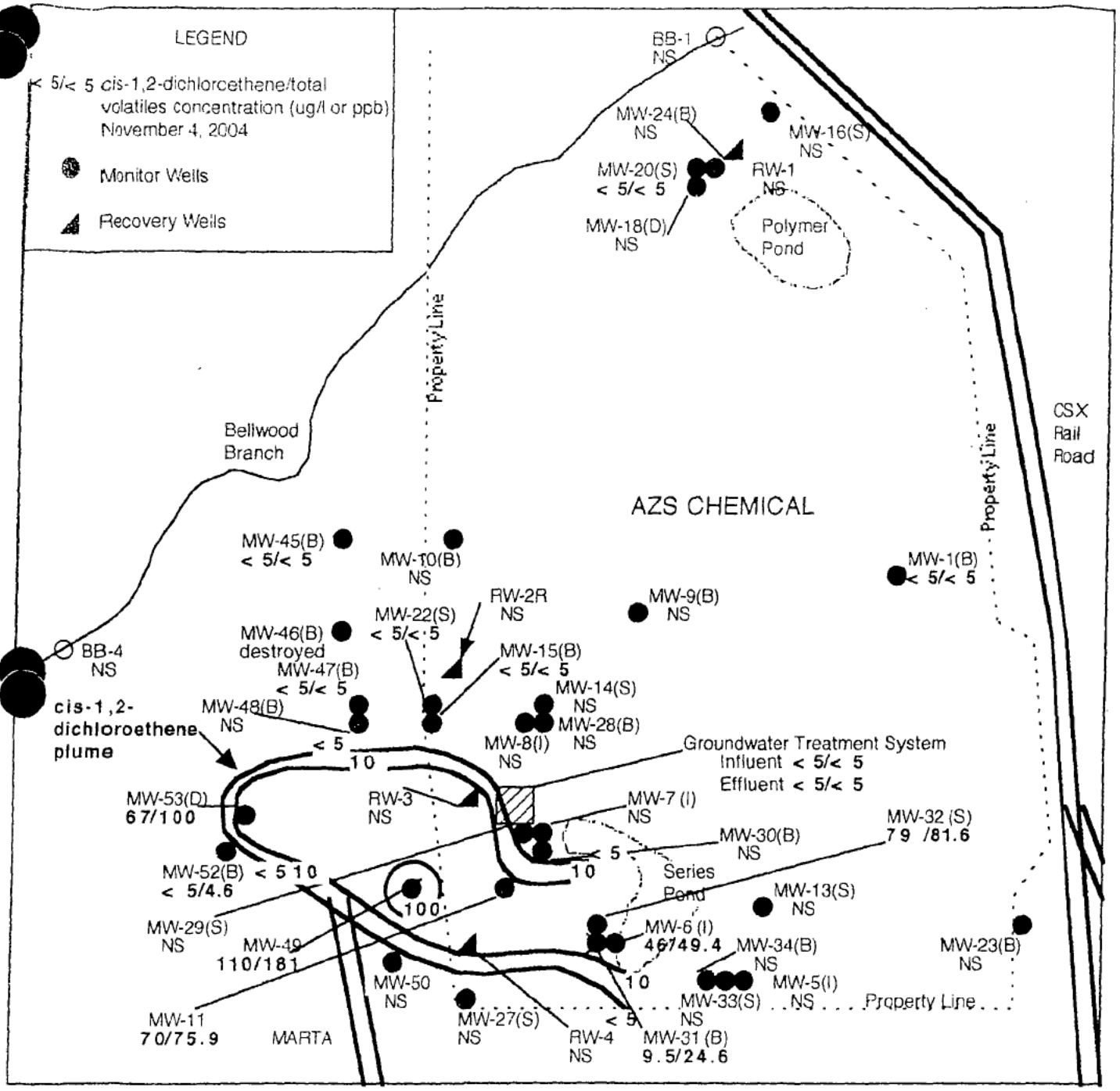


FIGURE V-C
GROUNDWATER CIS-1,2-DICHLOROETHENE &
TOTAL VOLATILES ISOCONCENTRATION MAP
April 17-18, 2006
AZS Chemical Site
Atlanta, Fulton County, Georgia

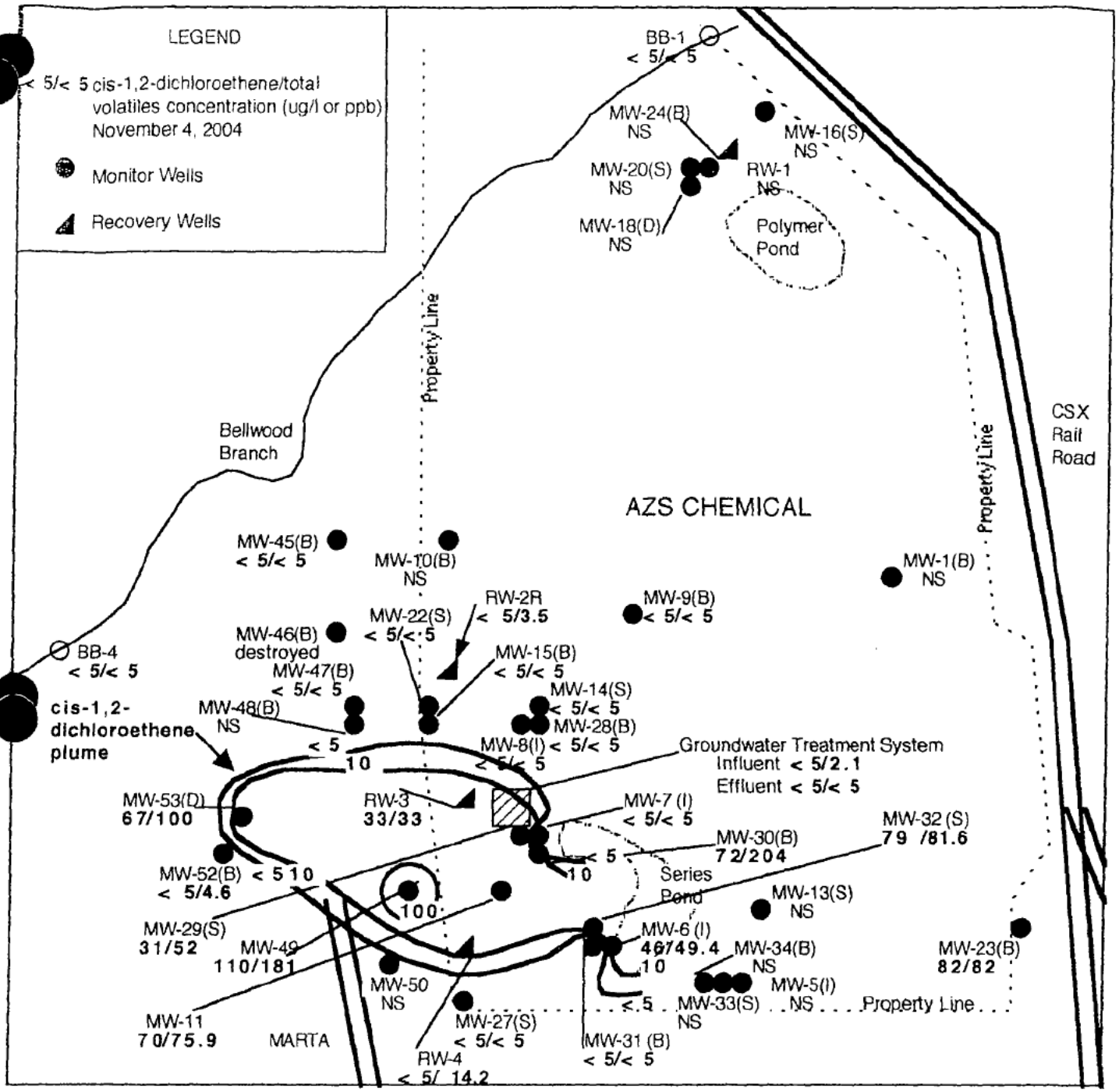


FIGURE V-D
GROUNDWATER CIS-1,2-DICHLOROETHENE &
TOTAL VOLATILES ISOCONCENTRATION MAP
November 28-29, 2006
AZS Chemical Site
Atlanta, Fulton County, Georgia

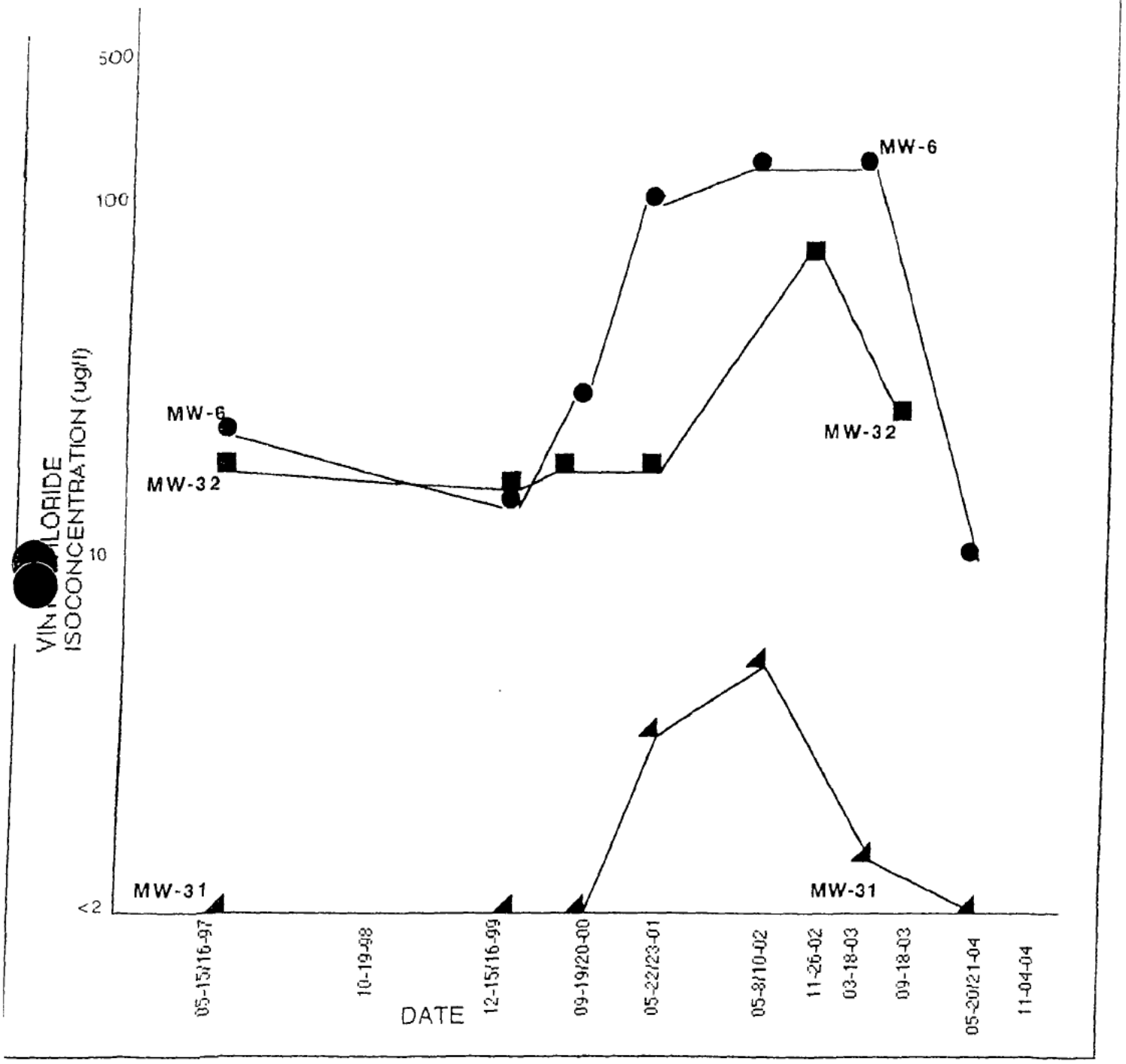


FIGURE VI-A
MONITOR WELL MW-6, MW-31 & MW-32
VINYL CHLORIDE ISOCONCENTRATION GRAPHS
AZS CHEMICAL
Atlanta, Fulton County, Georgia

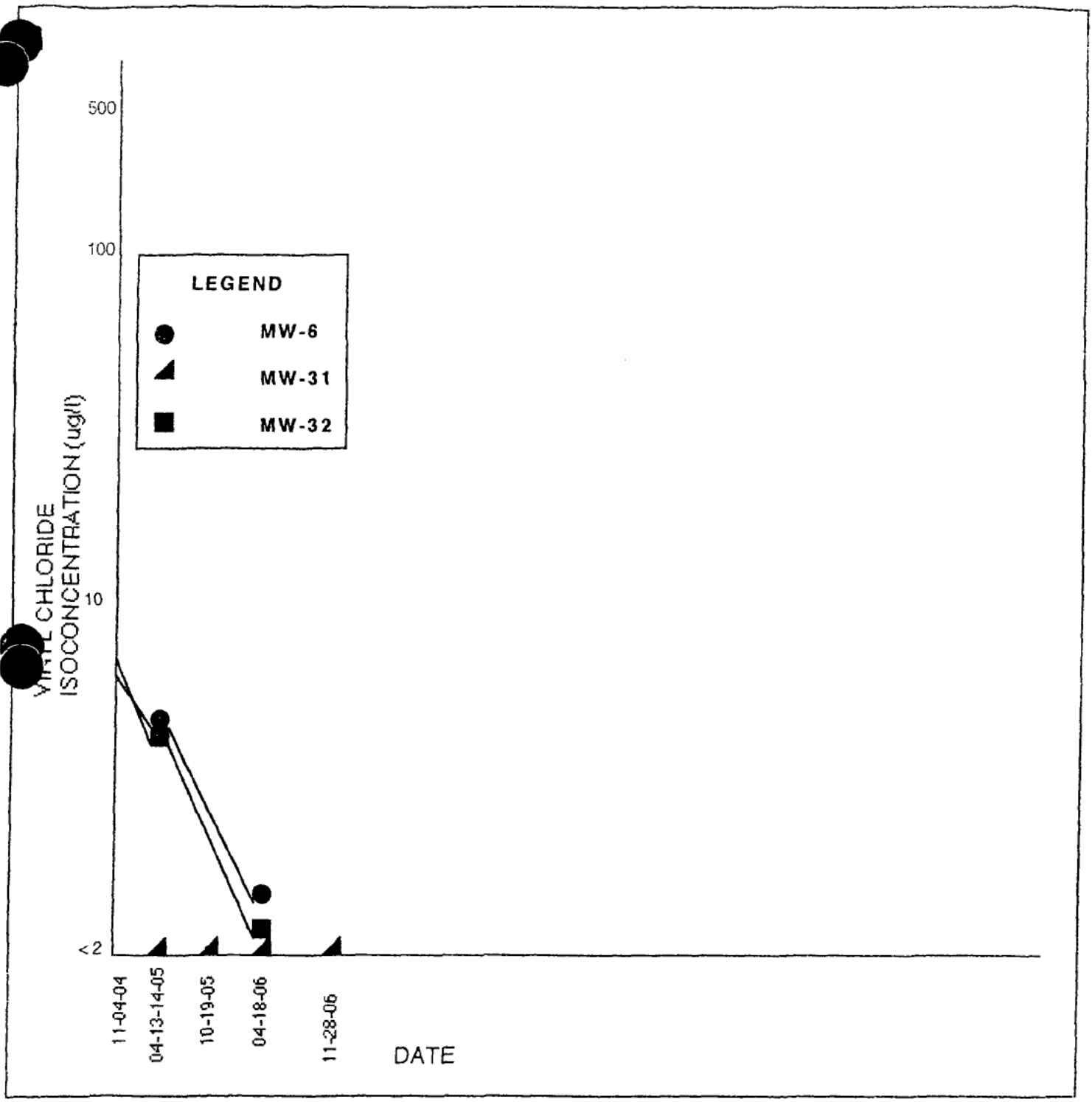


FIGURE VI-AB
MONITOR WELL MW-6, MW-31 & MW-32
VINYL CHLORIDE ISOCONCENTRATION GRAPHS
AZS CHEMICAL
Atlanta, Fulton County, Georgia

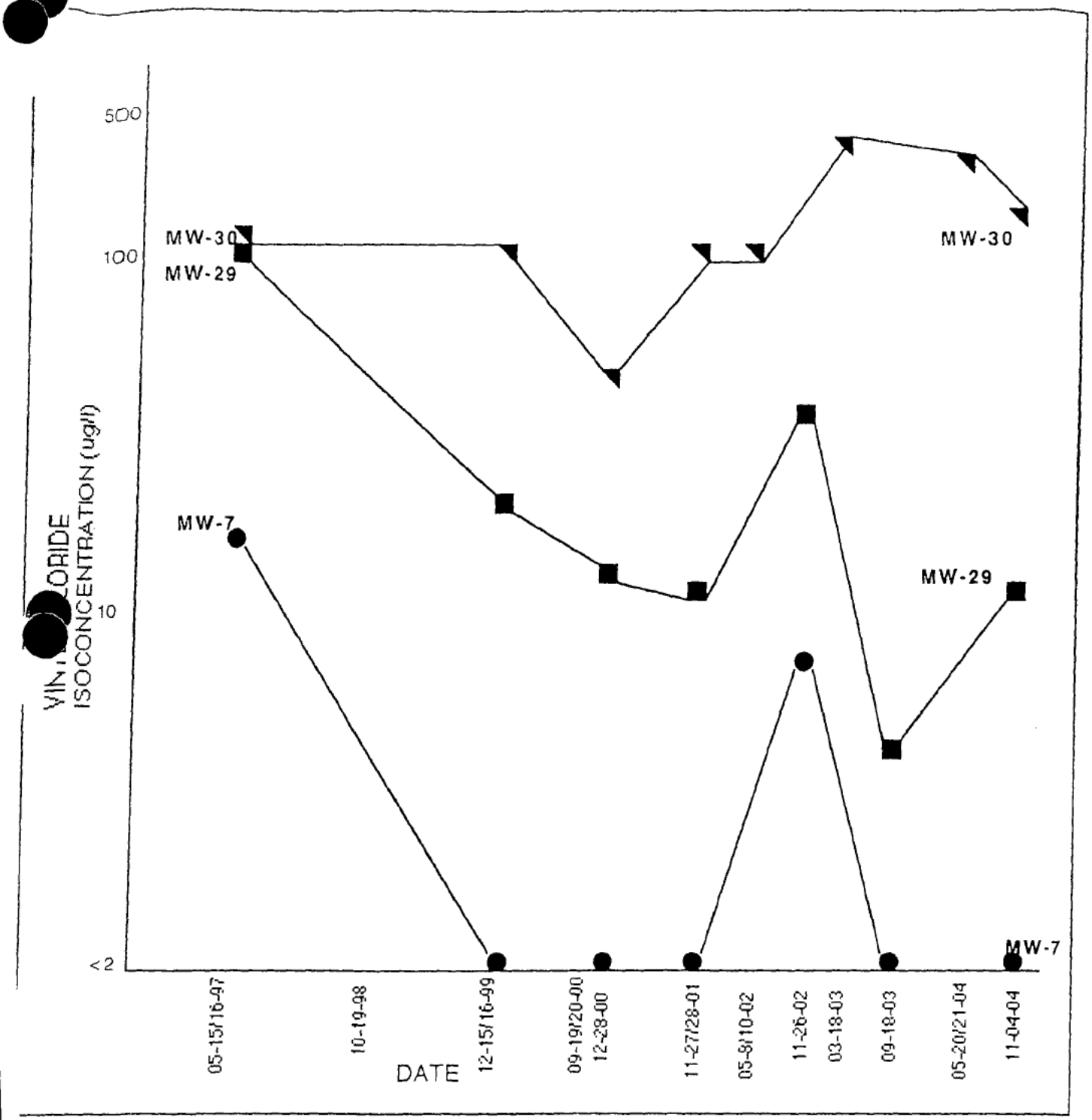


FIGURE VI-B
MONITOR WELL MW-7, MW-29 & MW-30
VINYL CHLORIDE ISOCONCENTRATION GRAPHS
AZS CHEMICAL
Atlanta, Fulton County, Georgia

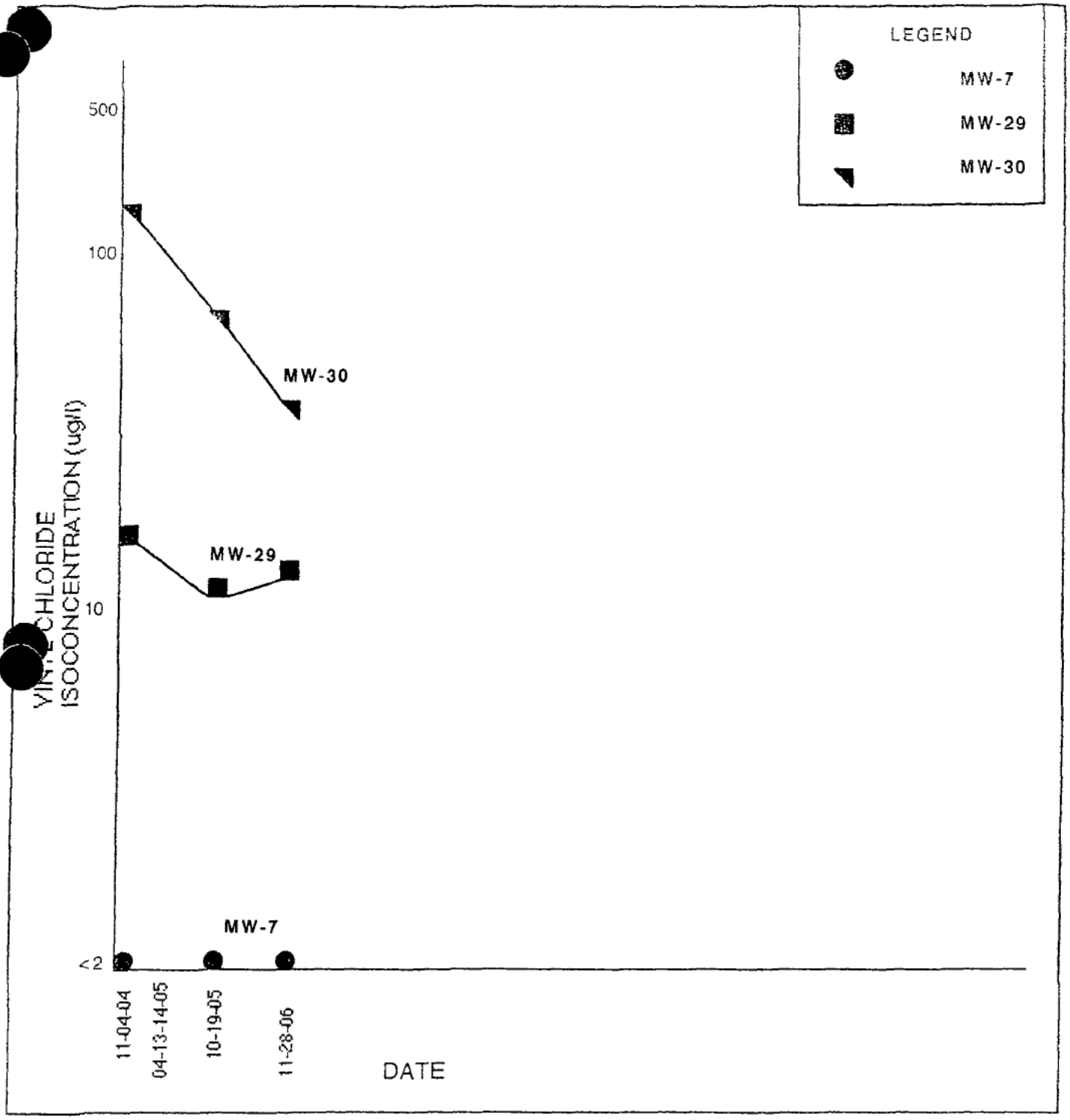


FIGURE VI-BB
MONITOR WELL MW-7, MW-29 & MW-30
VINYL CHLORIDE ISOCONCENTRATION GRAPHS
AZS CHEMICAL
Atlanta, Fulton County, Georgia

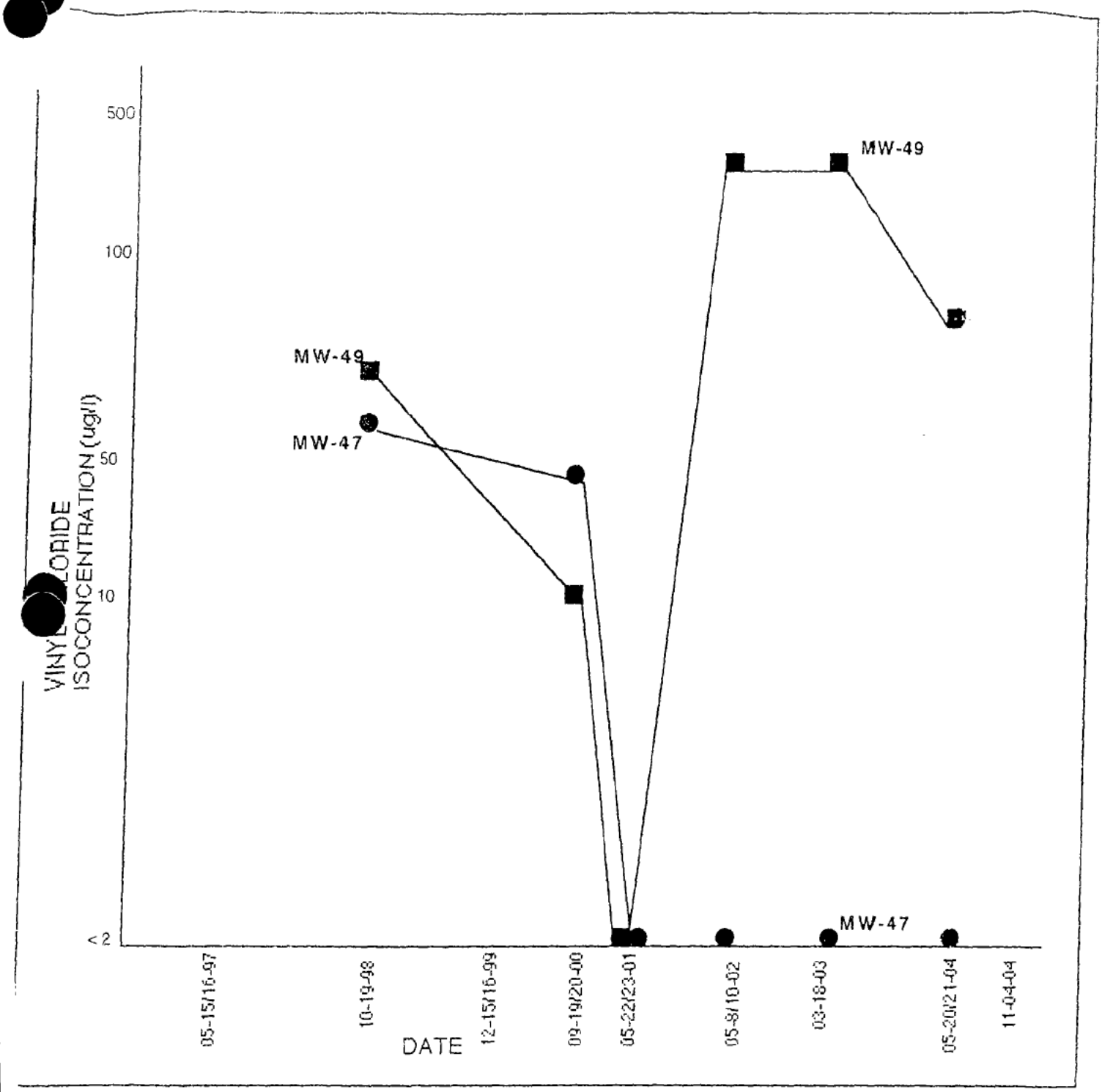


FIGURE VI-C
MONITOR WELL MW-47 & MW-49
VINYL CHLORIDE ISOCONCENTRATION GRAPHS
AZS CHEMICAL
Atlanta, Fulton County, Georgia

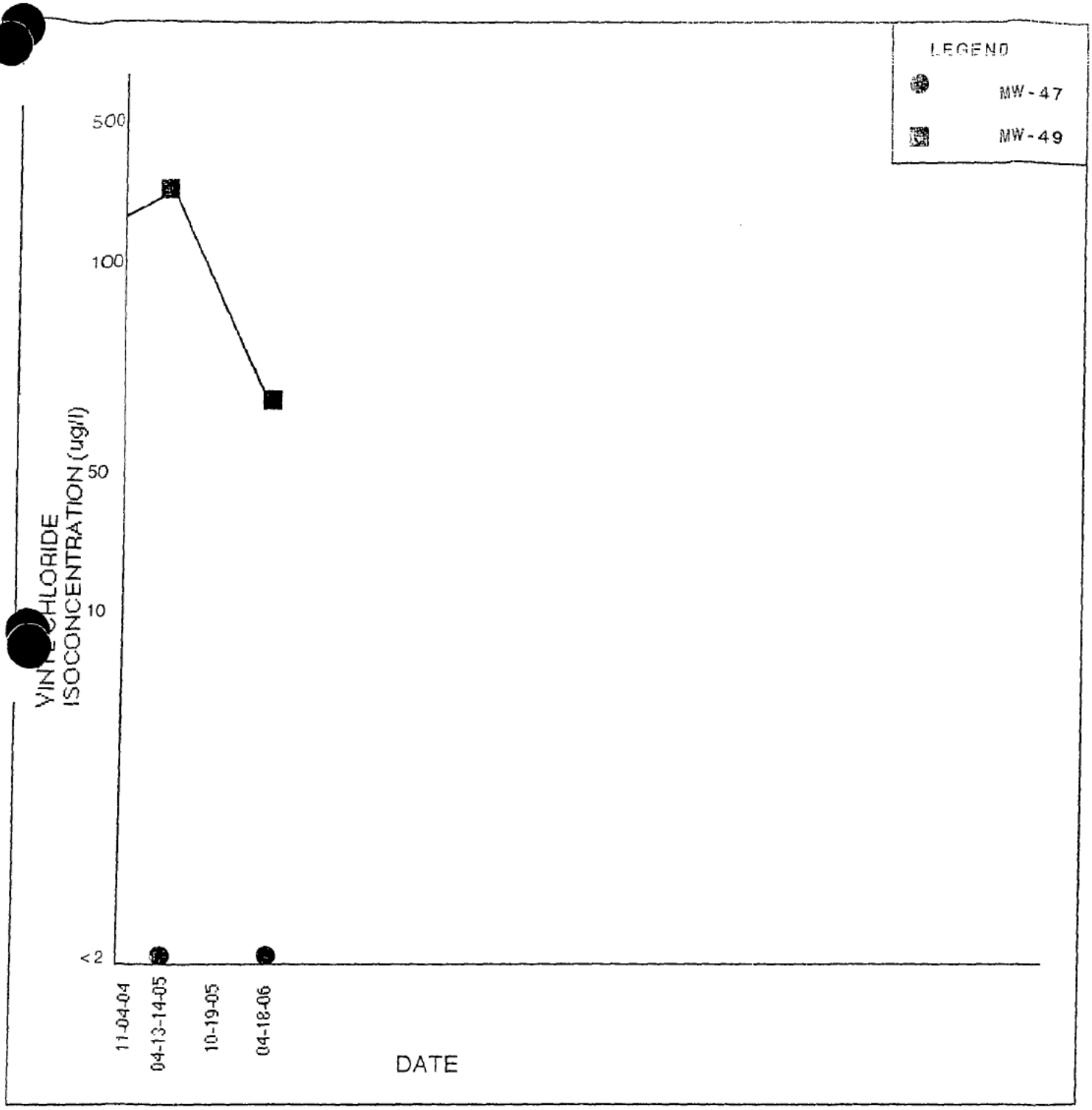


FIGURE VI-CB
MONITOR WELL MW-47 & MW-49
VINYL CHLORIDE ISOCONCENTRATION GRAPHS
AZS CHEMICAL
Atlanta, Fulton County, Georgia

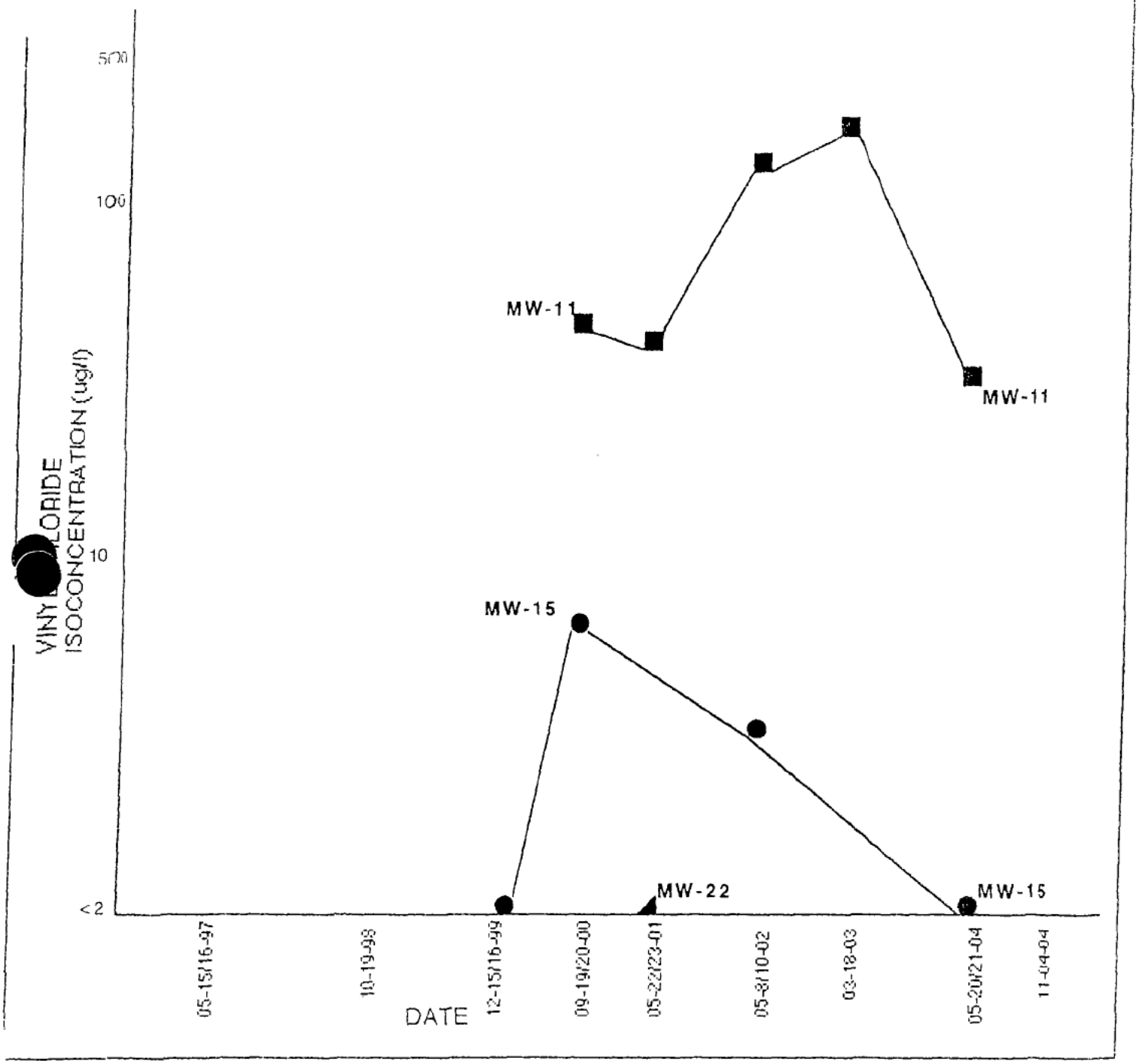


FIGURE VI-D
MONITOR WELL MW-11, MW-15, & MW-22
VINYL CHLORIDE ISOCONCENTRATION GRAPHS
AZS CHEMICAL
Atlanta, Fulton County, Georgia

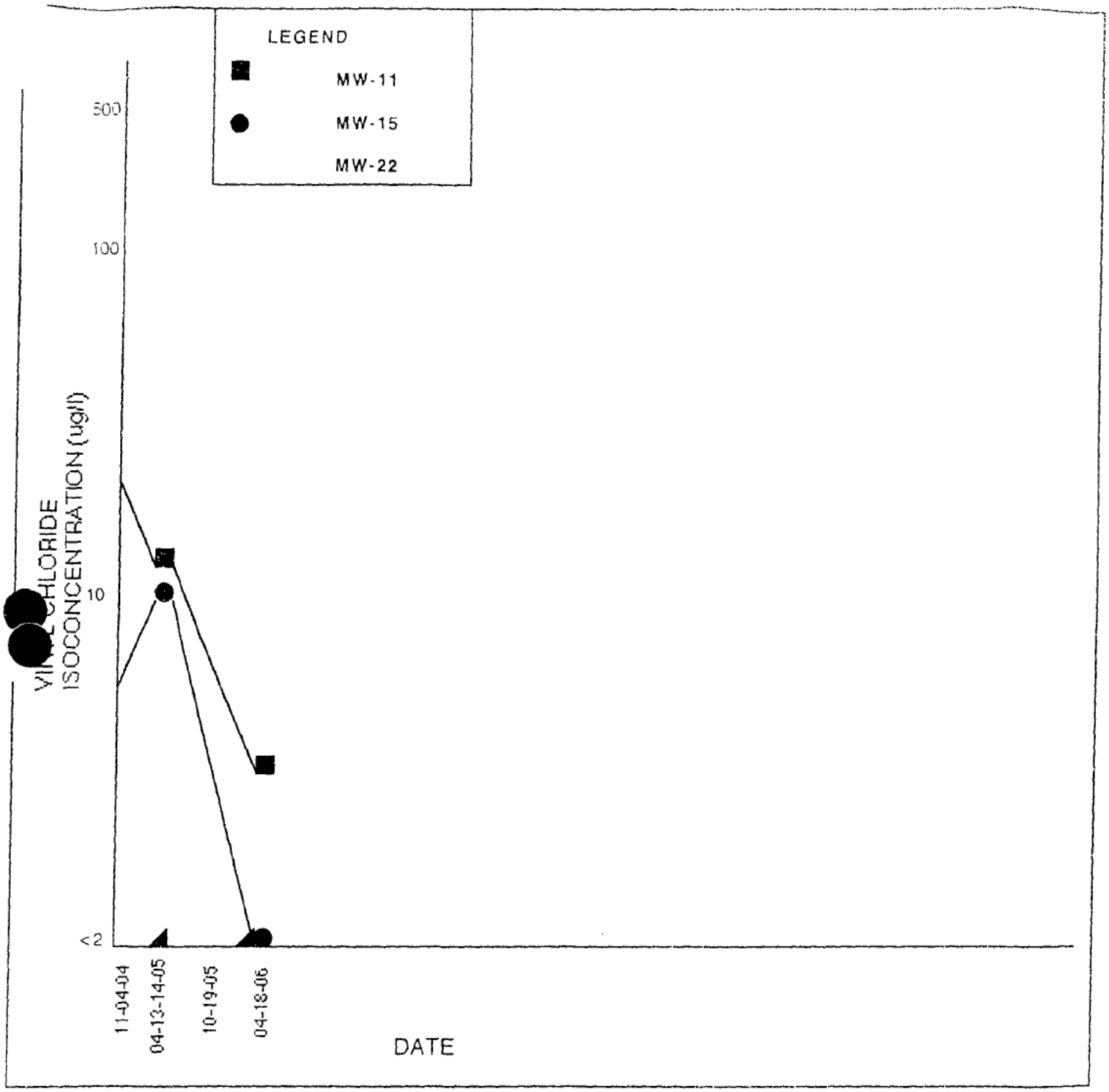


FIGURE VI-DB
MONITOR WELL MW-11, MW-15, & MW-22
VINYL CHLORIDE ISOCONCENTRATION GRAPHS
AZS CHEMICAL
Atlanta, Fulton County, Georgia

ANALYTICAL RESULTS

AES

ANALYTICAL ENVIRONMENTAL SERVICES, INC.

January 10, 2007

Chuck Hill
Dobbs Environmental
PO Box 3020
Covington, GA 30015
TEL: (770) 786-2338
FAX: (770) 786-2397

RE: AZS

Order No.: 0611E53

Dear Chuck Hill:

Analytical Environmental Services, Inc. received 5 samples on 11/28/2006 12:10:00 PM for the analyses presented in the following report.

No problems were encountered during the analyses. Additionally, all results for the associated Quality Control samples were within EPA and/or AES established limits. Any discrepancies associated with the analyses contained herein will be noted and submitted in the form of a project Case Narrative.
AES' certifications are as follows:
-NELAC/Florida Certification number E87582 for analysis of Environmental Water, soil/hazardous waste, and Drinking Water, effective 06/01/06-06/30/07.
-AIHA Certification number 505 for analysis of Industrial Hygiene samples (Organics, Inorganics), Paint Chips, Soil and Dust Wipes, effective until 02/01/07.

These results relate only to the items tested. This report may only be reproduced in full and contains 29 total pages (including cover letter).

If you have any questions regarding these test results, please feel free to call.

Sincerely,

James Forrest
Project Manager
Revision: Changed analyte list at client's request.

Analytical Environmental Services, Inc.

Sample/Cooler Receipt Checklist

Client Dobbs Work Order Number 0611ES3

Checklist completed by Erol Aych 11/28/6
Signature Date

Carrier name: FedEx __ UPS __ Courier __ Client ✓ US Mail __ Other _____

Shipping container/cooler in good condition? Yes ✓ No __ Not Present __

Custody seals intact on shipping container/cooler? Yes __ No __ Not Present ✓

Custody seals intact on sample bottles? Yes __ No __ Not Present ✓

Container/Temp Blank temperature in compliance? (4°C±2)* Yes ✓ No __

Cooler #1 4°C Cooler #2 3.5°C Cooler #3 _____ Cooler #4 _____ Cooler#5 _____ Cooler #6 _____

Chain of custody present? Yes ✓ No __

Chain of custody signed when relinquished and received? Yes ✓ No __

Chain of custody agrees with sample labels? Yes __ No ✓

Samples in proper container/bottle? Yes ✓ No __

Sample containers intact? Yes ✓ No __

Sufficient sample volume for indicated test? Yes ✓ No __

All samples received within holding time? Yes ✓ No __

Was TAT marked on the COC? Yes ✓ No __

Proceed with Standard TAT as per project history? Yes __ No __ Not Applicable ✓

Water - VOA vials have zero headspace? No VOA vials submitted __ Yes ✓ No __

Water - pH acceptable upon receipt? Yes ✓ No __ Not Applicable __

Adjusted? _____ Checked by EA

Sample Condition: Good ✓ Other(Explain) _____

(For diffusive samples or AIHA lead) Is a known blank included? Yes __ No ✓

See Case Narrative for resolution of the Non-Conformance.

..amples do not have to comply with the given range for certain parameters.

\\Aes_server\I\Sample Receipt\Documents on C\my documents\IMPORTANT DOCUMENTS - EROL\Checklist.rtf

AES ...ICAL ENVIRONMENTAL SERVICES, INC
37... ...tial Parkway, Atlanta GA 30340-3704
T... 70) 457-8177 / TOLL-FREE (800) 972-4889 / FAX: (770) 457-8188

CHAIN OF CUSTODY

Work Order: 1E53

Date: 11-28-06 Page 1 of 1

COMPANY: Dobbs Environmental

ADDRESS: PO Box 3020 Covington GA 30015

PHONE: (7) 786 2338

FAX: (7) 786 2397

SAMPLED BY: CS Hill & R Mote

SIGNATURE: CS Hill

ANALYSIS REQUESTED

Visit our website www.aesatlanta.com to check on the status of your results, place bottle orders, etc.

#	SAMPLE ID	SAMPLED DATE	SAMPLED TIME	Grab	Composite	Matrix (See codes)	Chlorinated Pesticides (NP)	Chlorinated Herbicides (NP)	PCBs (NP)	8270C (NP)	8260B (HCL)	Dioxins (NP)	Appix Metals + Mercury (HNO3)	Sulfide (Zn Acet)	Formaldehyde (NP)	Cyanide (Na OH)	Specialty VOC List (see below) (HCL)	Barium (HNO3)	REMARKS	No # of Containers
1	MW-31	11-28-06	1000	X		GW	X	X	X	X	X	X	X	X	X	X				17
2	Influent	11-28-06	1030	X		GW								X	X		X	X		6
3	BB-1	11-28-06	1115	X		SW								X	X		X	X		6
4	BB-2	11-28-06	1130	X		SW								X	X		X	X		6
5																				
6																				
7																				
8																				
9																				
10																				
11																				
12																				
13																				
14																				

PRESERVATION (See codes)

RELINQUISHED BY	DATE/TIME	RECEIVED BY	DATE/TIME
CS Hill	11-28-06 1210	1. [signature]	11/28/06 12:10
		2.	
		3.	

PROJECT INFORMATION

PROJECT NAME: AZS

PROJECT #:

SITE ADDRESS: Atlanta

SEND REPORT TO: CS Hill

INVOICE TO (IF DIFFERENT FROM ABOVE):

QUOTE #: PO#:

RECEIPT

Total # of Containers: 35

- X Turnaround Time Request
- X Standard 5 Business Days
- O 2 Business Day Rush
- O Next Business Day Rush
- O Same Day Rush (auth req.)
- O Other

STATE PROGRAM (if any)

E-mail? Y / N, Fax? Y / N

DATA PACKAGE I II III IV

SPECIAL INSTRUCTIONS/COMMENTS

SHIPMENT METHOD

OUT / / VIA

IN / / VIA

CLIENT FedEx UPS MAIL COURIER

GREYHOUND OTHER Hand

AMPLES RECEIVED AFTER 3PM OR SATURDAY ARE CONSIDERED AS RECEIVED ON THE NEXT BUSINESS DAY; IF NO TAT IS MARKED ON COC AES WILL PROCEED AS STANDARD TAT.
AMPLES ARE DISPOSED OF 30 DAYS AFTER COMPLETION OF REPORT UNLESS OTHER ARRANGEMENTS ARE MADE.

MATRIX CODES: A - Air GW - Groundwater SE - Sediment SO - Soil SW = Surface Water W = Water (Blanks) DW = Drinking Water (Blanks) O = Other (specify)

RESERVATIVE CODES: H+I - Hydrochloric acid + ice I - Ice only N = Nitric acid S+I = Sulfuric acid + ice S/M+I = Sodium Bisulfate/Methanol + ice O = Other (specify) NA = None

White Copy - Original; Yellow Copy - Client

Analytical Environmental Services, Inc.

Date: *10-Jan-07*

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611E53-001

Client Sample ID: MW-31
Collection Date: 11/28/2006 10:00:00 AM
Matrix: GROUNDWATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
CHLORINATED PESTICIDES, APPENDIX IX LIST		**SW8081A**			**(SW3510B)**		Analyst: **FN**
4,4'-DDD	BRL	0.10		µg/L	78194	1	11/29/2006 3:50 PM
4,4'-DDE	BRL	0.10		µg/L	78194	1	11/29/2006 3:50 PM
4,4'-DDT	BRL	0.10		µg/L	78194	1	11/29/2006 3:50 PM
Aldrin	BRL	0.050		µg/L	78194	1	11/29/2006 3:50 PM
alpha-BHC	BRL	0.050		µg/L	78194	1	11/29/2006 3:50 PM
beta-BHC	BRL	0.050		µg/L	78194	1	11/29/2006 3:50 PM
Chlordane	BRL	0.50		µg/L	78194	1	11/29/2006 3:50 PM
delta-BHC	BRL	0.050		µg/L	78194	1	11/29/2006 3:50 PM
Dieldrin	BRL	0.10		µg/L	78194	1	11/29/2006 3:50 PM
Endosulfan I	BRL	0.050		µg/L	78194	1	11/29/2006 3:50 PM
Endosulfan II	BRL	0.10		µg/L	78194	1	11/29/2006 3:50 PM
Endosulfan sulfate	BRL	0.10		µg/L	78194	1	11/29/2006 3:50 PM
Endrin	BRL	0.10		µg/L	78194	1	11/29/2006 3:50 PM
Endrin aldehyde	BRL	0.10		µg/L	78194	1	11/29/2006 3:50 PM
gamma-BHC	BRL	0.050		µg/L	78194	1	11/29/2006 3:50 PM
Heptachlor	BRL	0.050		µg/L	78194	1	11/29/2006 3:50 PM
Heptachlor epoxide	BRL	0.050		µg/L	78194	1	11/29/2006 3:50 PM
Methoxychlor	BRL	0.50		µg/L	78194	1	11/29/2006 3:50 PM
Toxaphene	BRL	3.0		µg/L	78194	1	11/29/2006 3:50 PM
Surr: Decachlorobiphenyl	65.5	17.9-122		%REC	78194	1	11/29/2006 3:50 PM
Surr: Tetrachloro-m-xylene	45.6	18.9-119		%REC	78194	1	11/29/2006 3:50 PM
POLYCHLORINATED BIPHENYLS		**SW8082**			**(SW3510B)**		Analyst: **FN**
Aroclor 1016	BRL	0.50		µg/L	78193	1	11/29/2006 7:58 PM
Aroclor 1221	BRL	0.50		µg/L	78193	1	11/29/2006 7:58 PM
Aroclor 1232	BRL	0.50		µg/L	78193	1	11/29/2006 7:58 PM
Aroclor 1242	BRL	0.50		µg/L	78193	1	11/29/2006 7:58 PM
Aroclor 1248	BRL	0.50		µg/L	78193	1	11/29/2006 7:58 PM
Aroclor 1254	BRL	0.50		µg/L	78193	1	11/29/2006 7:58 PM
Aroclor 1260	BRL	0.50		µg/L	78193	1	11/29/2006 7:58 PM
Surr: Decachlorobiphenyl	105	10-145		%REC	78193	1	11/29/2006 7:58 PM
Surr: Tetrachloro-m-xylene	55.2	10-115		%REC	78193	1	11/29/2006 7:58 PM
CHLORINATED HERBICIDES, APPENDIX IX LIST		**SW8151A**			**(SW3510B)**		Analyst: **EI**
2,4,5-T	BRL	2.0		µg/L	78179	1	11/30/2006 5:32 PM
2,4,5-TP (Silvex)	BRL	2.0		µg/L	78179	1	11/30/2006 5:32 PM
2,4-D	BRL	2.0		µg/L	78179	1	11/30/2006 5:32 PM
Dinoseb	BRL	5.0		µg/L	78179	1	11/30/2006 5:32 PM
Surr: DCAA	98.7	39.3-151		%REC	78179	1	11/30/2006 5:32 PM
FORMALDEHYDE		**SW8315A**					Analyst: **FN**
Formaldehyde	200	10		µg/L	78271	1	12/1/2006 5:46 PM

Qualifiers:

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BRL	Below Reporting Limit	S	Surrogate Recovery outside accepted recovery limits
H	Holding times for preparation or analysis exceeded	Narr	See Case Narrative
N	Analyte not NELAC certified	NC	Not Confirmed
B	Analyte detected in the associated Method Blank		

Analytical Environmental Services, Inc.

Date: *10-Jan-07*

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611E53-001

Client Sample ID: MW-31
Collection Date: 11/28/2006 10:00:00 AM
Matrix: GROUNDWATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
APPENDIX IX METALS		**SW6020**			**(SW3005A)**		Analyst: **AO**
Antimony	BRL	0.00600		mg/L	78234	1	11/30/2006 10:48 PM
Arsenic	BRL	0.0100		mg/L	78234	1	11/30/2006 10:48 PM
Barium	0.0230	0.0200		mg/L	78234	1	11/30/2006 10:48 PM
Beryllium	BRL	0.00400		mg/L	78234	1	11/30/2006 10:48 PM
Cadmium	BRL	0.00500		mg/L	78234	1	11/30/2006 10:48 PM
Chromium	BRL	0.0200		mg/L	78234	1	11/30/2006 10:48 PM
Cobalt	BRL	0.0500		mg/L	78234	1	11/30/2006 10:48 PM
Copper	BRL	0.0200		mg/L	78234	1	11/30/2006 10:48 PM
Lead	BRL	0.0100		mg/L	78234	1	11/30/2006 10:48 PM
Nickel	BRL	0.0400		mg/L	78234	1	11/30/2006 10:48 PM
Selenium	BRL	0.0500		mg/L	78234	1	11/30/2006 10:48 PM
Silver	BRL	0.00500		mg/L	78234	1	11/30/2006 10:48 PM
Thallium	BRL	0.00200		mg/L	78234	1	11/30/2006 10:48 PM
Tin	BRL	0.0400		mg/L	78234	1	11/30/2006 10:48 PM
Vanadium	BRL	0.0500		mg/L	78234	1	11/30/2006 10:48 PM
Zinc	0.0229	0.0200		mg/L	78234	1	11/30/2006 10:48 PM
MERCURY, TOTAL		**SW7470A**			**(SW7470A)**		Analyst: **DJ**
Mercury	BRL	0.00020		mg/L	78177	1	11/29/2006 1:01 PM
APPENDIX IX-SEMIVOLATILE ORGANICS		**SW8270C**			**(SW3510)**		Analyst: **YH**
1,2,4,5-Tetrachlorobenzene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
1,2,4-Trichlorobenzene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
1,2-Dichlorobenzene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
1,3-Dichlorobenzene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
1,3-Dinitrobenzene	BRL	20		µg/L	78180	1	11/29/2006 4:34 PM
1,4-Dichlorobenzene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
1,4-Napthoquinone	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
1-Naphthylamine	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
2,3,4,6-Tetrachlorophenol	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
2,4,5-Trichlorophenol	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
2,4,6-Trichlorophenol	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
2,4-Dichlorophenol	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
2,4-Dimethylphenol	BRL	50		µg/L	78180	1	11/29/2006 4:34 PM
2,4-Dinitrophenol	BRL	50		µg/L	78180	1	11/29/2006 4:34 PM
2,4-Dinitrotoluene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
2,6-Dichlorophenol	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
2,6-Dinitrotoluene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
2-Acetylaminofluorene	BRL	20		µg/L	78180	1	11/29/2006 4:34 PM
2-Chloronaphthalene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
2-Chlorophenol	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
2-Methylnaphthalene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM

Qualifiers:

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BRL	Below Reporting Limit	S	Surrogate Recovery outside accepted recovery limits
H	Holding times for preparation or analysis exceeded	Narr	See Case Narrative
N	Analyte not NELAC certified	NC	Not Confirmed
B	Analyte detected in the associated Method Blank		

Analytical Environmental Services, Inc.

Date: *10-Jan-07*

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611E53-001

Client Sample ID: MW-31
Collection Date: 11/28/2006 10:00:00 AM
Matrix: GROUNDWATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
APPENDIX IX-SEMIVOLATILE ORGANICS			SW8270C		(SW3510)		Analyst: YH
2-Methylphenol	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
2-Naphthylamine	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
2-Nitroaniline	BRL	50		µg/L	78180	1	11/29/2006 4:34 PM
2-Nitrophenol	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
2-Picoline	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
3,3'-Dichlorobenzidine	BRL	20		µg/L	78180	1	11/29/2006 4:34 PM
3,3'-Dimethylbenzidine	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
3,4-Methylphenol	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
3-Methylcholanthrene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
3-Nitroaniline	BRL	50		µg/L	78180	1	11/29/2006 4:34 PM
4,6-Dinitro-2-methylphenol	BRL	50		µg/L	78180	1	11/29/2006 4:34 PM
4-Aminobiphenyl	BRL	20		µg/L	78180	1	11/29/2006 4:34 PM
4-Bromophenyl phenyl ether	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
4-Chloro-3-methylphenol	BRL	20		µg/L	78180	1	11/29/2006 4:34 PM
4-Chloroaniline	BRL	20		µg/L	78180	1	11/29/2006 4:34 PM
4-Chlorophenyl phenyl ether	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
4-Nitroaniline	BRL	20		µg/L	78180	1	11/29/2006 4:34 PM
4-Nitrophenol	BRL	50		µg/L	78180	1	11/29/2006 4:34 PM
4-Nitroquinoline,1-oxide	BRL	50	N	µg/L	78180	1	11/29/2006 4:34 PM
5-Nitro-o-toluidine	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
7,12-Dimethylbenz(a)anthracene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
a,a-Dimethylphenethylamine	BRL	50		µg/L	78180	1	11/29/2006 4:34 PM
Acenaphthene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Acenaphthylene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Acetophenone	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Aniline	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Anthracene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Aramite	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Benz(a)anthracene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Benzo(a)pyrene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Benzo(b)fluoranthene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Benzo(g,h,i)perylene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Benzo(k)fluoranthene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Benzyl alcohol	BRL	20		µg/L	78180	1	11/29/2006 4:34 PM
Bis(2-chloroethoxy)methane	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Bis(2-chloroethyl)ether	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Bis(2-chloroisopropyl)ether	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Bis(2-ethylhexyl)phthalate	BRL	20		µg/L	78180	1	11/29/2006 4:34 PM
Butyl benzyl phthalate	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Chlorobenzilate	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Chrysene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM

Qualifiers:
- * Value exceeds Maximum Contaminant Level
- BRL Below Reporting Limit
- H Holding times for preparation or analysis exceeded
- N Analyte not NELAC certified
- B Analyte detected in the associated Method Blank
- E Estimated (Value above quantitation range)
- S Surrogate Recovery outside accepted recovery limits
- Narr See Case Narrative
- NC Not Confirmed

Analytical Environmental Services, Inc.

Date: 10-Jan-07

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611E53-001

Client Sample ID: MW-31
Collection Date: 11/28/2006 10:00:00 AM
Matrix: GROUNDWATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
APPENDIX IX-SEMIVOLATILE ORGANICS			SW8270C		(SW3510)		Analyst: YH
Diallate	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Dibenz(a,h)anthracene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Dibenzofuran	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Diethyl phthalate	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Dimethoate	BRL	20		µg/L	78180	1	11/29/2006 4:34 PM
Dimethyl phthalate	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Di-n-butyl phthalate	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Di-n-octyl phthalate	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Diphenylamine	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Disulfoton	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Ethyl methanesulfonate	BRL	20		µg/L	78180	1	11/29/2006 4:34 PM
Famphur	BRL	20		µg/L	78180	1	11/29/2006 4:34 PM
Fluoranthene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Fluorene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Hexachlorobenzene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Hexachlorobutadiene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Hexachlorocyclopentadiene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Hexachloroethane	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Hexachlorophene	BRL	80		µg/L	78180	1	11/29/2006 4:34 PM
Hexachloropropene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Indeno(1,2,3-cd)pyrene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Isodrin	BRL	20		µg/L	78180	1	11/29/2006 4:34 PM
Isophorone	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Isosafrole	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Kepone	BRL	50		µg/L	78180	1	11/29/2006 4:34 PM
Methapyrilene	BRL	20		µg/L	78180	1	11/29/2006 4:34 PM
Methyl methanesulfonate	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Methyl parathion	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Naphthalene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Nitrobenzene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
N-Nitrosodiethylamine	BRL	20		µg/L	78180	1	11/29/2006 4:34 PM
N-Nitrosodimethylamine	BRL	20		µg/L	78180	1	11/29/2006 4:34 PM
N-Nitroso-di-n-butylamine	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
N-Nitrosodi-n-propylamine	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
N-Nitrosodiphenylamine	BRL	50		µg/L	78180	1	11/29/2006 4:34 PM
N-Nitrosomethylethylamine	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
N-Nitrosomorpholine	BRL	10	N	µg/L	78180	1	11/29/2006 4:34 PM
N-Nitrosopiperidine	BRL	20		µg/L	78180	1	11/29/2006 4:34 PM
N-Nitrosopyrrolidine	BRL	40		µg/L	78180	1	11/29/2006 4:34 PM
O,O,O-Triethylphosphorothioate	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
o-Toluidine	BRL	20		µg/L	78180	1	11/29/2006 4:34 PM

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Matrix: GROUNDWATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
APPENDIX IX-SEMIVOLATILE ORGANICS			**SW8270C**		**(SW3510)**		Analyst: YH
Parathion	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
p-Dimethylaminoazobenzene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Pentachlorobenzene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Pentachloronitrobenzene	BRL	20		µg/L	78180	1	11/29/2006 4:34 PM
Pentachlorophenol	BRL	50		µg/L	78180	1	11/29/2006 4:34 PM
Phenacetin	BRL	20		µg/L	78180	1	11/29/2006 4:34 PM
Phenanthrene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Phenol	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Phorate	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
p-Phenylenediamine	BRL	500		µg/L	78180	1	11/29/2006 4:34 PM
Pronamide	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Pyrene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Pyridine	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Safrole	BRL	20		µg/L	78180	1	11/29/2006 4:34 PM
Sym-Trinitrobenzene	BRL	10		µg/L	78180	1	11/29/2006 4:34 PM
Tetraethyl dithiopyrophosphate	BRL	10	N	µg/L	78180	1	11/29/2006 4:34 PM
Thionazin	BRL	20		µg/L	78180	1	11/29/2006 4:34 PM
Surr: 2,4,6-Tribromophenol	73.1	64.8-129		%REC	78180	1	11/29/2006 4:34 PM
Surr: 2-Fluorobiphenyl	75.3	58.2-115		%REC	78180	1	11/29/2006 4:34 PM
Surr: 2-Fluorophenol	55.5	24.4-115		%REC	78180	1	11/29/2006 4:34 PM
Surr: 4-Terphenyl-d14	82.3	58.3-115		%REC	78180	1	11/29/2006 4:34 PM
Surr: Nitrobenzene-d5	75.3	51.8-115		%REC	78180	1	11/29/2006 4:34 PM
Surr: Phenol-d5	39.6	17.9-115		%REC	78180	1	11/29/2006 4:34 PM
APPENDIX IX VOLATILE ORGANICS			**SW8260B**		**(SW5030B)**		Analyst: NWH
1,1,1,2-Tetrachloroethane	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
1,1,1-Trichloroethane	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
1,1,2,2-Tetrachloroethane	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
1,1,2-Trichloroethane	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
1,1-Dichloroethane	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
1,1-Dichloroethene	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
1,2,3-Trichloropropane	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
1,2-Dibromo-3-chloropropane	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
1,2-Dibromoethane	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
1,2-Dichlorobenzene	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
1,2-Dichloroethane	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
1,2-Dichloropropane	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
1,3-Dichlorobenzene	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
1,4-Dichlorobenzene	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
2-Butanone	BRL	50		µg/L	78230	1	12/1/2006 3:41 PM
2-Hexanone	BRL	10		µg/L	78230	1	12/1/2006 3:41 PM
4-Methyl-2-pentanone	BRL	10		µg/L	78230	1	12/1/2006 3:41 PM

Qualifiers:
- * Value exceeds Maximum Contaminant Level
- BRL Below Reporting Limit
- H Holding times for preparation or analysis exceeded
- N Analyte not NELAC certified
- B Analyte detected in the associated Method Blank
- E Estimated (Value above quantitation range)
- S Surrogate Recovery outside accepted recovery limits
- Narr See Case Narrative
- NC Not Confirmed

Analytical Environmental Services, Inc.

Date: *10-Jan-07*

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611E53-001

Client Sample ID: MW-31
Collection Date: 11/28/2006 10:00:00 AM
Matrix: GROUNDWATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
APPENDIX IX VOLATILE ORGANICS			**SW8260B**		**(SW5030B)**		Analyst: **NWH**
Acetone	BRL	50		µg/L	78230	1	12/1/2006 3:41 PM
Acetonitrile	BRL	100		µg/L	78230	1	12/1/2006 3:41 PM
Acrolein	BRL	20		µg/L	78230	1	12/1/2006 3:41 PM
Acrylonitrile	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
Allyl Chloride	BRL	10		µg/L	78230	1	12/1/2006 3:41 PM
Benzene	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
Bromodichloromethane	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
Bromoform	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
Bromomethane	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
Carbon disulfide	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
Carbon tetrachloride	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
Chlorobenzene	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
Chloroethane	BRL	10		µg/L	78230	1	12/1/2006 3:41 PM
Chloroform	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
Chloromethane	BRL	10		µg/L	78230	1	12/1/2006 3:41 PM
Chloroprene	BRL	20		µg/L	78230	1	12/1/2006 3:41 PM
cis-1,3-Dichloropropene	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
Dibromochloromethane	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
Dibromomethane	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
Dichlorodifluoromethane	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
Ethyl Methacrylate	BRL	10		µg/L	78230	1	12/1/2006 3:41 PM
Ethylbenzene	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
Iodomethane	BRL	10		µg/L	78230	1	12/1/2006 3:41 PM
Isobutyl Alcohol	BRL	200		µg/L	78230	1	12/1/2006 3:41 PM
Methyl Methacrylate	BRL	10		µg/L	78230	1	12/1/2006 3:41 PM
Methylacrylonitrile	BRL	200		µg/L	78230	1	12/1/2006 3:41 PM
Methylene chloride	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
Naphthalene	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
Pentachloroethane	BRL	10		µg/L	78230	1	12/1/2006 3:41 PM
Propionitrile	BRL	100		µg/L	78230	1	12/1/2006 3:41 PM
Styrene	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
Tetrachloroethene	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
Toluene	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
trans-1,2-Dichloroethene	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
trans-1,3-Dichloropropene	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
trans-1,4-Dichloro-2-butene	BRL	10		µg/L	78230	1	12/1/2006 3:41 PM
Trichloroethene	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
Trichlorofluoromethane	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM
Vinyl acetate	BRL	10		µg/L	78230	1	12/1/2006 3:41 PM
Vinyl chloride	BRL	2.0		µg/L	78230	1	12/1/2006 3:41 PM
Xylenes, Total	BRL	5.0		µg/L	78230	1	12/1/2006 3:41 PM

Qualifiers:
- * Value exceeds Maximum Contaminant Level
- BRL Below Reporting Limit
- H Holding times for preparation or analysis exceeded
- N Analyte not NELAC certified
- B Analyte detected in the associated Method Blank
- E Estimated (Value above quantitation range)
- S Surrogate Recovery outside accepted recovery limits
- Narr See Case Narrative
- NC Not Confirmed

Analytical Environmental Services, Inc.

Date: *10-Jan-07*

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611E53-001

Client Sample ID: MW-31
Collection Date: 11/28/2006 10:00:00 AM
Matrix: GROUNDWATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
APPENDIX IX VOLATILE ORGANICS			**SW8260B**		**(SW5030B)**		Analyst: **NWH**
Surr: 4-Bromofluorobenzene	82.9	63.7-115		%REC	78230	1	12/1/2006 3:41 PM
Surr: Dibromofluoromethane	92.7	70.4-123		%REC	78230	1	12/1/2006 3:41 PM
Surr: Toluene-d8	88.9	73.4-115		%REC	78230	1	12/1/2006 3:41 PM
CYANIDE			**SW9014**		**(SW9010)**		Analyst: **LW**
Cyanide, Total	BRL	0.010		mg/L	78225	1	11/30/2006 10:40 AM
SULFIDE BY SW9030/9034			**SW9030**		**(SW9030)**		Analyst: **RD**
Sulfide	BRL	2.00		mg/L	78212	1	11/29/2006 4:10 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	J	Estimated (Value above quantitation range)
BRL	Below Reporting Limit	S	Surrogate Recovery outside accepted recovery limits
H	Holding times for preparation or analysis exceeded	Narr	See Case Narrative
N	Analyte not NELAC certified	NC	Not Confirmed
B	Analyte detected in the associated Method Blank		

Analytical Environmental Services, Inc.

Date: *10-Jan-07*

CLIENT:	Dobbs Environmental	**Client Sample ID:**	INFLUENT
Project:	AZS	**Collection Date:**	11/28/2006 10:30:00 AM
Lab ID:	0611E53-002	**Matrix:**	GROUNDWATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
FORMALDEHYDE			**SW8315A**				Analyst: **FN**
Formaldehyde	160	10		µg/L	78271	1	12/1/2006 6:41 PM
TOTAL METALS BY ICP			**E200.7**		**(E200.7)**		Analyst: **LKW**
Barium	0.0284	0.0100		mg/L	78250	1	11/30/2006 9:27 PM
TCL VOLATILE ORGANICS			**SW8260B**		**(SW5030B)**		Analyst: **NWH**
1,1-Dichloroethane	BRL	5.0		µg/L	78322	1	12/1/2006 4:07 PM
Benzene	BRL	5.0		µg/L	78322	1	12/1/2006 4:07 PM
cis-1,2-Dichloroethene	BRL	5.0		µg/L	78322	1	12/1/2006 4:07 PM
Tetrachloroethene	BRL	5.0		µg/L	78322	1	12/1/2006 4:07 PM
trans-1,2-Dichloroethene	BRL	5.0		µg/L	78322	1	12/1/2006 4:07 PM
Trichloroethene	BRL	5.0		µg/L	78322	1	12/1/2006 4:07 PM
Vinyl chloride	2.1	2.0		µg/L	78322	1	12/1/2006 4:07 PM
Surr: 4-Bromofluorobenzene	86.5	63.7-115		%REC	78322	1	12/1/2006 4:07 PM
Surr: Dibromofluoromethane	91.9	70.4-123		%REC	78322	1	12/1/2006 4:07 PM
Surr: Toluene-d8	89.3	73.4-115		%REC	78322	1	12/1/2006 4:07 PM
SULFIDE BY SW9030/9034			**SW9030**		**(SW9030)**		Analyst: **RD**
Sulfide	BRL	2.00		mg/L	78212	1	11/29/2006 4:10 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	E	Estimated (Value above quantitation range)
BRL	Below Reporting Limit	S	Surrogate Recovery outside accepted recovery limits
H	Holding times for preparation or analysis exceeded	Narr	See Case Narrative
N	Analyte not NELAC certified	NC	Not Confirmed
B	Analyte detected in the associated Method Blank		

Analytical Environmental Services, Inc.

Date: *10-Jan-07*

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611E53-003

Client Sample ID: BB-1
Collection Date: 11/28/2006 11:15:00 AM
Matrix: SURFACE WATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
FORMALDEHYDE			**SW8315A**				Analyst: FN
Formaldehyde	20	10		µg/L	78271	1	12/1/2006 6:52 PM
TOTAL METALS BY ICP			**E200.7**		**(E200.7)**		Analyst: LKW
Barium	0.160	0.0100		mg/L	78250	1	11/30/2006 9:30 PM
TCL VOLATILE ORGANICS			**SW8260B**		**(SW5030B)**		Analyst: NWH
1,1-Dichloroethane	BRL	5.0		µg/L	78322	1	12/1/2006 1:28 PM
Benzene	BRL	5.0		µg/L	78322	1	12/1/2006 1:28 PM
cis-1,2-Dichloroethene	BRL	5.0		µg/L	78322	1	12/1/2006 1:28 PM
Tetrachloroethene	BRL	5.0		µg/L	78322	1	12/1/2006 1:28 PM
trans-1,2-Dichloroethene	BRL	5.0		µg/L	78322	1	12/1/2006 1:28 PM
Trichloroethene	BRL	5.0		µg/L	78322	1	12/1/2006 1:28 PM
Vinyl chloride	BRL	2.0		µg/L	78322	1	12/1/2006 1:28 PM
Surr: 4-Bromofluorobenzene	84.1	63.7-115		%REC	78322	1	12/1/2006 1:28 PM
Surr: Dibromofluoromethane	90.1	70.4-123		%REC	78322	1	12/1/2006 1:28 PM
Surr: Toluene-d8	88.6	73.4-115		%REC	78322	1	12/1/2006 1:28 PM
SULFIDE BY SW9030/9034			**SW9030**		**(SW9030)**		Analyst: RD
Sulfide	BRL	2.00		mg/L	78212	1	11/29/2006 4:10 PM

Qualifiers:
- * Value exceeds Maximum Contaminant Level
- BRL Below Reporting Limit
- H Holding times for preparation or analysis exceeded
- N Analyte not NELAC certified
- B Analyte detected in the associated Method Blank
- E Estimated (Value above quantitation range)
- S Surrogate Recovery outside accepted recovery limits
- Narr See Case Narrative
- NC Not Confirmed

Analytical Environmental Services, Inc.

Date: *10-Jan-07*

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611E53-004

Client Sample ID: BB-2
Collection Date: 11/28/2006 11:30:00 AM
Matrix: SURFACE WATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
FORMALDEHYDE			**SW8315A**				Analyst: **FN**
Formaldehyde	110	10		µg/L	78271	1	12/1/2006 7:03 PM
TOTAL METALS BY ICP			**E200.7**		**(E200.7)**		Analyst: **LKW**
Barium	0.0539	0.0100		mg/L	78250	1	11/30/2006 9:33 PM
TCL VOLATILE ORGANICS			**SW8260B**		**(SW5030B)**		Analyst: **NWH**
1,1-Dichloroethane	BRL	5.0		µg/L	78322	1	12/1/2006 1:55 PM
Benzene	BRL	5.0		µg/L	78322	1	12/1/2006 1:55 PM
cis-1,2-Dichloroethene	BRL	5.0		µg/L	78322	1	12/1/2006 1:55 PM
Tetrachloroethene	BRL	5.0		µg/L	78322	1	12/1/2006 1:55 PM
trans-1,2-Dichloroethene	BRL	5.0		µg/L	78322	1	12/1/2006 1:55 PM
Trichloroethene	BRL	5.0		µg/L	78322	1	12/1/2006 1:55 PM
Vinyl chloride	BRL	2.0		µg/L	78322	1	12/1/2006 1:55 PM
Surr: 4-Bromofluorobenzene	84.4	63.7-115		%REC	78322	1	12/1/2006 1:55 PM
Surr: Dibromofluoromethane	90.6	70.4-123		%REC	78322	1	12/1/2006 1:55 PM
Surr: Toluene-d8	89.8	73.4-115		%REC	78322	1	12/1/2006 1:55 PM
SULFIDE BY SW9030/9034			**SW9030**		**(SW9030)**		Analyst: **RD**
Sulfide	BRL	2.00		mg/L	78212	1	11/29/2006 4:10 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	E	Estimated (Value above quantitation range)
BRL	Below Reporting Limit	S	Surrogate Recovery outside accepted recovery limits
H	Holding times for preparation or analysis exceeded	Narr	See Case Narrative
N	Analyte not NELAC certified	NC	Not Confirmed
B	Analyte detected in the associated Method Blank		

Analytical Environmental Services, Inc.

Date: 10-Jan-07

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611E53-005

Client Sample ID: TRIP BLANK
Collection Date: 11/28/2006
Matrix: AQUEOUS

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
APPENDIX IX VOLATILE ORGANICS			SW8260B		(SW5030B)		Analyst: NWH
1,1,1,2-Tetrachloroethane	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
1,1,1-Trichloroethane	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
1,1,2,2-Tetrachloroethane	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
1,1,2-Trichloroethane	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
1,1-Dichloroethane	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
1,1-Dichloroethene	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
1,2,3-Trichloropropane	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
1,2-Dibromo-3-chloropropane	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
1,2-Dibromoethane	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
1,2-Dichlorobenzene	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
1,2-Dichloroethane	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
1,2-Dichloropropane	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
1,3-Dichlorobenzene	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
1,4-Dichlorobenzene	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
2-Butanone	BRL	50		µg/L	78230	1	11/29/2006 9:44 PM
2-Hexanone	BRL	10		µg/L	78230	1	11/29/2006 9:44 PM
4-Methyl-2-pentanone	BRL	10		µg/L	78230	1	11/29/2006 9:44 PM
Acetone	BRL	50		µg/L	78230	1	11/29/2006 9:44 PM
Acetonitrile	BRL	100		µg/L	78230	1	11/29/2006 9:44 PM
Acrolein	BRL	20		µg/L	78230	1	11/29/2006 9:44 PM
Acrylonitrile	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
Allyl Chloride	BRL	10		µg/L	78230	1	11/29/2006 9:44 PM
Benzene	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
Bromodichloromethane	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
Bromoform	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
Bromomethane	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
Carbon disulfide	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
Carbon tetrachloride	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
Chlorobenzene	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
Chloroethane	BRL	10		µg/L	78230	1	11/29/2006 9:44 PM
Chloroform	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
Chloromethane	BRL	10		µg/L	78230	1	11/29/2006 9:44 PM
Chloroprene	BRL	20		µg/L	78230	1	11/29/2006 9:44 PM
cis-1,3-Dichloropropene	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
Dibromochloromethane	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
Dibromomethane	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
Dichlorodifluoromethane	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
Ethyl Methacrylate	BRL	10		µg/L	78230	1	11/29/2006 9:44 PM
Ethylbenzene	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
Iodomethane	BRL	10		µg/L	78230	1	11/29/2006 9:44 PM
Methyl Methacrylate	BRL	10		µg/L	78230	1	11/29/2006 9:44 PM

Qualifiers:
- * Value exceeds Maximum Contaminant Level
- BRL Below Reporting Limit
- H Holding times for preparation or analysis exceeded
- N Analyte not NELAC certified
- B Analyte detected in the associated Method Blank
- E Estimated (Value above quantitation range)
- S Surrogate Recovery outside accepted recovery limits
- Narr See Case Narrative
- NC Not Confirmed

Analytical Environmental Services, Inc.

Date: *10-Jan-07*

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611E53-005

Client Sample ID: TRIP BLANK
Collection Date: 11/28/2006
Matrix: AQUEOUS

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
APPENDIX IX VOLATILE ORGANICS		**SW8260B**			**(SW5030B)**		Analyst: **NWH**
Methylacrylonitrile	BRL	200		µg/L	78230	1	11/29/2006 9:44 PM
Methylene chloride	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
Naphthalene	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
Pentachloroethane	BRL	10		µg/L	78230	1	11/29/2006 9:44 PM
Propionitrile	BRL	100		µg/L	78230	1	11/29/2006 9:44 PM
Styrene	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
Tetrachloroethene	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
Toluene	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
trans-1,2-Dichloroethene	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
trans-1,3-Dichloropropene	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
trans-1,4-Dichloro-2-butene	BRL	10		µg/L	78230	1	11/29/2006 9:44 PM
Trichloroethene	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
Trichlorofluoromethane	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
Vinyl acetate	BRL	10		µg/L	78230	1	11/29/2006 9:44 PM
Vinyl chloride	BRL	2.0		µg/L	78230	1	11/29/2006 9:44 PM
Xylenes, Total	BRL	5.0		µg/L	78230	1	11/29/2006 9:44 PM
Surr: 4-Bromofluorobenzene	78.1	63.7-115		%REC	78230	1	11/29/2006 9:44 PM
Surr: Dibromofluoromethane	98.5	70.4-123		%REC	78230	1	11/29/2006 9:44 PM
Surr: Toluene-d8	91.5	73.4-115		%REC	78230	1	11/29/2006 9:44 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	E	Estimated (Value above quantitation range)
BRL	Below Reporting Limit	S	Surrogate Recovery outside accepted recovery limits
H	Holding times for preparation or analysis exceeded	Narr	See Case Narrative
N	Analyte not NELAC certified	NC	Not Confirmed
B	Analyte detected in the associated Method Blank		

Analytical Environmental Services, Inc.

10-Jan-07

Lab Order: 0611E53
Client: Dobbs Environmental
Project: AZS

DATES REPORT

Sample ID	Client Sample ID	Collection Date	Matrix	Test Name	TCLP Date	Prep Date	Analysis Date
0611E53-001A	MW-31	11/28/2006 10:00:00 AM	Groundwater	APPENDIX IX VOLATILE ORGANICS		11/29/2006	11/29/2006
				APPENDIX IX VOLATILE ORGANICS		11/29/2006	12/1/2006
0611E53-001B				APPENDIX IX METALS		11/30/2006	11/30/2006
				TOTAL MERCURY		11/29/2006	11/29/2006
0611E53-001C				Sulfide by SW9030/9034		11/29/2006	11/29/2006
0611E53-001D				Cyanide		11/30/2006	11/30/2006
0611E53-001E				APPENDIX IX CHLORINATED PESTICIDES		11/29/2006	11/29/2006
				APPENDIX XI-SEMIVOLATILE ORGANICS		11/29/2006	11/29/2006
				CHLORINATED HERBICIDES. APPENDIX IX LIST		11/30/2006	11/30/2006
				Formaldehyde		12/1/2006	12/1/2006
				Formaldehyde		11/29/2006	11/30/2006
				Formaldehyde		11/29/2006	11/30/2006
				POLYCHLORINATED BIPHENYLS		11/29/2006	11/29/2006
0611E53-002A	INFLUENT	11/28/2006 10:30:00 AM		TCL VOLATILE ORGANICS		12/1/2006	12/1/2006
0611E53-002B				Total Metals by ICP		11/30/2006	11/30/2006
0611E53-002C				Sulfide by SW9030/9034		11/29/2006	11/29/2006
0611E53-002D				Formaldehyde		11/29/2006	11/30/2006
				Formaldehyde		12/1/2006	12/1/2006
0611E53-003A	BB-1	11/28/2006 11:15:00 AM	Surface Water	TCL VOLATILE ORGANICS		12/1/2006	12/1/2006
0611E53-003B				Total Metals by ICP		11/30/2006	11/30/2006
0611E53-003C				Sulfide by SW9030/9034		11/29/2006	11/29/2006
0611E53-003D				Formaldehyde		11/29/2006	11/30/2006
				Formaldehyde		12/1/2006	12/1/2006
0611E53-004A	BB-2	11/28/2006 11:30:00 AM		TCL VOLATILE ORGANICS		12/1/2006	12/1/2006
0611E53-004B				Total Metals by ICP		11/30/2006	11/30/2006
0611E53-004C				Sulfide by SW9030/9034		11/29/2006	11/29/2006
0611E53-004D				Formaldehyde		11/29/2006	11/30/2006

Lab Order: 0611E53
Client: Dobbs Environmental
Project: AZS

DATES REPORT

Sample ID	Client Sample ID	Collection Date	Matrix	Test Name	TCLP Date	Prep Date	Analysis Date
0611E53-004D	BB-2	11/28/2006 11:30:00 AM	Surface Water	Formaldehyde		12/1/2006	12/1/2006
0611E53-005A	TRIP BLANK	11/28/2006	Aqueous	APPENDIX IX VOLATILE ORGANICS		11/29/2006	11/29/2006

Analytical Environmental Services, Inc. Date: *10-Jan-07*

CLIENT: Dobbs Environmental
Project: AZS
Lab Order: 0611E53

CASE NARRATIVE

Sample Receipt Non-Conformance:

A Trip Blank was provided but is not listed on the COC. Trip Blank will be analyzed at no cost to the client.

Herbicide Analysis by Method :

LCS-78179 recoveries for some spiking compounds were outside control limits biased low. The MS and MSD recoveries are within the LCS control limits and data is reportable.

Report 1,1-DCA instead of 1,1-DCE per Chuck Hill on 1/10/2007.

SEVERN TRENT STL

STL Knoxville
5815 Middlebrook Pike
Knoxville, TN 37921

Tel: 865 291 3000 Fax: 865 584 4315
www.stl-inc.com

ANALYTICAL REPORT

PROJECT NO. 0611E53

Appendix 9 Dioxins/Furans

Lot #: H6K290212

Allison Cantrell

ABS
3785 Presidential Parkway
Atlanta, GA 30340

SEVERN TRENT LABORATORIES, INC.

John Reynolds
Project Manager

December 19, 2006

H6K290212 Analytical Report 1
Sample Receipt Documentation 9
Total Number of Pages 10

ANALYTICAL METHODS SUMMARY

H6K290212

PARAMETER	ANALYTICAL METHOD
Dibenzodioxins and Dibenzofurans, HRGC/HRMS	SW846 8290

References:

SW846 "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods", Third Edition, November 1986 and its updates.

SAMPLE SUMMARY

H6K290212

WO #	SAMPLE#	CLIENT SAMPLE ID	SAMPLED DATE	SAMP TIME
JKG0G	001	0611E53-001F	11/28/06	10:00

NOTE(S):

- The analytical results of the samples listed above are presented on the following pages.
- All calculations are performed before rounding to avoid round-off errors in calculated results.
- Results noted as "ND" were not detected at or above the stated limit.
- This report must not be reproduced, except in full, without the written approval of the laboratory.
- Results for the following parameters are never reported on a dry weight basis: color, corrosivity, density, flashpoint, ignitability, layers, odor, paint filter test, pH, porosity pressure, reactivity, redox potential, specific gravity, spot tests, solids, solubility, temperature, viscosity, and weight.

PROJECT NARRATIVE
H6K290212

The results reported herein are applicable to the samples submitted for analysis only.

This report shall not be reproduced except in full, without the written approval of the laboratory.

The original chain of custody documentation is included with this report.

Sample Receipt

Custody seals were not present upon sample receipt at STL Knoxville.

Quality Control and Data Interpretation

Unless otherwise noted, all holding times and QC criteria were met and the test results shown in this report meet all applicable NELAC requirements.

STL Knoxville maintains the following certifications, approvals and accreditations: Arkansas DEQ Cert. #05-043-0, California DHS ELAP Cert. #2423, Colorado DPHE, Connecticut DPH Cert. #PH-0223, Florida DOH Cert. #E87177, Georgia DNR Cert. #906, Hawaii DOH, Illinois EPA Cert. #000687, Indiana DOH Cert. #C-TN-02, Iowa DNR Cert. #375, Kansas DHE Cert. #E-10349, Kentucky DEP Lab ID #90101, Louisiana DEQ Cert. #03079, Louisiana DOHH Cert. #LA030024, Maryland DHMH Cert. #277, Massachusetts DEP Cert. #M-TN009, Michigan DEQ Lab ID #9933, New Jersey DEP Cert. #TN001, New York DOH Lab #10781, North Carolina DPH Lab ID #21705, North Carolina DEHNR Cert. #64, Ohio EPA VAP Cert. #CL0059, Oklahoma DEQ ID #9415, Pennsylvania DEP Cert. #68-00576, South Carolina DHEC Lab ID #84001001, Tennessee DOH Lab ID #02014, Utah DOH Cert. # QUAN3, Virginia DGS Lab ID #00165, Washington DOE Lab #C120, West Virginia DEP Cert. #345, Wisconsin DNR Lab ID #998044300, Naval Facilities Engineering Service Center and USDA Soil Permit #S-46424. This list of approvals is subject to change and does not imply that laboratory certification is available for all parameters reported in this environmental sample data report.

Analytical Environmental Servcs

Sample ID: 0611E53-001F

Trace Level Organic Compounds

Lot - Sample #....:	H6K290212 - 001	**Work Order #....:**	JKG0G1AA	**Matrix....:**	WATER
Date Sampled....:	11/28/06	**Date Received....:**	11/29/06	**Dilution Factor:**	1
Prep Date....:	12/08/06	**Analysis Date....:**	12/18/06		
Prep Batch # ....:	6342143				
Initial Wgt/Vol :	920 mL	**Instrument ID....:**	M2A	**Method:**	SW846 8290
Analyst ID....:	Scott A. Harris				

PARAMETER	RESULT	MINIMUM LEVEL	ESTIMATED DETECTION LIMIT	UNITS
2,3,7,8-TCDD	ND	11	2.6	pg/L
Total TCDD	ND	11	2.6	pg/L
Total PeCDD	ND	54	1.3	pg/L
Total HxCDD	ND	54	1.0	pg/L
Total TCDF	ND	11	1.9	pg/L
Total PeCDF	ND	54	0.82	pg/L
Total HxCDF	ND	54	0.68	pg/L

INTERNAL STANDARDS	PERCENT RECOVERY	RECOVERY LIMITS
13C-2,3,7,8-TCDD	92	40 - 135
13C-1,2,3,7,8-PeCDD	93	40 - 135
13C-1,2,3,4,7,8-HxCDD	92	40 - 135
13C-1,2,3,6,7,8-HxCDD	92	40 - 135
13C-1,2,3,4,6,7,8-HpCDD	84	40 - 135
13C-OCDD	62	40 - 135
13C-2,3,7,8-TCDF	86	40 - 135
13C-1,2,3,7,8-PeCDF	85	40 - 135
13C-2,3,4,7,8-PeCDF	85	40 - 135
13C-1,2,3,4,7,8-HxCDF	84	40 - 135
13C-1,2,3,6,7,8-HxCDF	85	40 - 135
13C-2,3,4,6,7,8-HxCDF	86	40 - 135
13C-1,2,3,7,8,9-HxCDF	84	40 - 135
13C-1,2,3,4,6,7,8-HpCDF	76	40 - 135
13C-1,2,3,4,7,8,9-HpCDF	73	40 - 135

QUALIFIERS

Method Blank Report

Trace Level Organic Compounds

Lot - Sample #....:	H6L080000 - 143B	**Work Order #....:**	JK3KF1AA	**Matrix....:**	WATER
Dilution Factor:	1				
Prep Date....:	12/08/06	**Analysis Date....:**	12/15/06		
Prep Batch # ....:	6342143				
Initial Wgt/Vol :	1000 mL	**Instrument ID....:**	M2A	**Method:**	SW846 8290
Analyst ID....:	Mellisa A. Skertich				

PARAMETER	RESULT		MINIMUM LEVEL	ESTIMATED DETECTION LIMIT	UNITS
2,3,7,8-TCDD	ND		10	2.5	pg/L
Total TCDD	ND		10	2.5	pg/L
Total PeCDD	ND		50	1.3	pg/L
Total HxCDD	ND		50	0.98	pg/L
Total TCDF	ND		10	1.8	pg/L
Total PeCDF	ND		50	0.88	pg/L
Total HxCDF	**2.3**	**Q J**	**50**	**0.70**	**pg/L**

INTERNAL STANDARDS	PERCENT RECOVERY	RECOVERY LIMITS
13C-2,3,7,8-TCDD	89	40 - 135
13C-1,2,3,7,8-PeCDD	90	40 - 135
13C-1,2,3,4,7,8-HxCDD	102	40 - 135
13C-1,2,3,6,7,8-HxCDD	98	40 - 135
13C-1,2,3,4,6,7,8-HpCDD	96	40 - 135
13C-OCDD	71	40 - 135
13C-2,3,7,8-TCDF	88	40 - 135
13C-1,2,3,7,8-PeCDF	84	40 - 135
13C-2,3,4,7,8-PeCDF	85	40 - 135
13C-1,2,3,4,7,8-HxCDF	95	40 - 135
13C-1,2,3,6,7,8-HxCDF	91	40 - 135
13C-2,3,4,6,7,8-HxCDF	95	40 - 135
13C-1,2,3,7,8,9-HxCDF	91	40 - 135
13C-1,2,3,4,6,7,8-HpCDF	84	40 - 135
13C-1,2,3,4,7,8,9-HpCDF	82	40 - 135

QUALIFIERS

J Estimated Result.

Q Estimated maximum possible concentration (EMPC).

LABORATORY CONTROL SAMPLE DATA REPORT

Trace Level Organic Compounds

Client Lot # ...:	H6K290212	Work Order # ...:	JK3KF1AC-LCS	Matrix .....:	WATER
LCS Lot-Sample# :	H6L080000 - 143				
Prep Date .....:	12/08/06	Analysis Date ..:	12/18/06		
Prep Batch # ...:	6342143				
Dilution Factor :	1				
Analyst ID.....:	Scott A. Harris	Instrument ID..:	M2A	Method.....:	SW846 8290
Initial Wgt/Vol:	1000 mL				

PARAMETER	SPIKE AMOUNT	MEASURED AMOUNT	UNITS	PERCENT RECOVERY		RECOVERY LIMITS
2,3,7,8-TCDD	200	213	pg/L	106		(72 - 122)
1,2,3,7,8-PeCDD	1000	1050	pg/L	105		(72 - 122)
1,2,3,4,7,8-HxCDD	1000	1030	pg/L	103		(69 - 119)
1,2,3,6,7,8-HxCDD	1000	1030	pg/L	103		(72 - 122)
1,2,3,7,8,9-HxCDD	1000	1100	pg/L	110		(71 - 129)
1,2,3,4,6,7,8-HpCDD	1000	961	pg/L	96	B	(66 - 116)
OCDD	2000	1930	pg/L	97	B	(70 - 120)
2,3,7,8-TCDF	200	231	pg/L	115		(74 - 124)
1,2,3,7,8-PeCDF	1000	1080	pg/L	108		(69 - 119)
2,3,4,7,8-PeCDF	1000	1060	pg/L	106		(70 - 120)
1,2,3,4,7,8-HxCDF	1000	1080	pg/L	108		(70 - 120)
1,2,3,6,7,8-HxCDF	1000	1060	pg/L	106	B	(69 - 119)
2,3,4,6,7,8-HxCDF	1000	1030	pg/L	103	B	(69 - 119)
1,2,3,7,8,9-HxCDF	1000	1050	pg/L	105		(70 - 120)
1,2,3,4,6,7,8-HpCDF	1000	1080	pg/L	108	B	(68 - 118)
1,2,3,4,7,8,9-HpCDF	1000	1050	pg/L	105	B	(69 - 119)
OCDF	2000	1760	pg/L	88	B	(61 - 128)

INTERNAL STANDARD	PERCENT RECOVERY	RECOVERY LIMITS
13C-2,3,7,8-TCDD	92	(40 - 135)
13C-1,2,3,7,8-PeCDD	93	(40 - 135)
13C-1,2,3,4,7,8-HxCDD	93	(40 - 135)
13C-1,2,3,6,7,8-HxCDD	89	(40 - 135)
13C-1,2,3,4,6,7,8-HpCDD	87	(40 - 135)
13C-OCDD	65	(40 - 135)
13C-2,3,7,8-TCDF	81	(40 - 135)
13C-1,2,3,7,8-PeCDF	85	(40 - 135)
13C-2,3,4,7,8-PeCDF	86	(40 - 135)
13C-1,2,3,4,7,8-HxCDF	83	(40 - 135)
13C-1,2,3,6,7,8-HxCDF	83	(40 - 135)
13C-2,3,4,6,7,8-HxCDF	84	(40 - 135)
13C-1,2,3,7,8,9-HxCDF	84	(40 - 135)
13C-1,2,3,4,6,7,8-HpCDF	75	(40 - 135)
13C-1,2,3,4,7,8,9-HpCDF	72	(40 - 135)

LABORATORY CONTROL SAMPLE DATA REPORT

Trace Level Organic Compounds

Notes:

Calculations are performed before rounding to avoid round-off errors in calculated results.

Bold print denotes control parameters

B Method blank contamination. The associated method blank contains the target analyte at a reportable level.

AES

ETHICAL ENVIRONMENTAL SERVICES, INC

Presidential Parkway, Atlanta GA 30340-3704
TEL.: (770) 457-8177 / TOLL-FREE (800) 972-4889 / FAX: (770) 457-8188

CHAIN OF CUSTODY

Work Order: _____

HGK 290212

Date: 11/28/6 Page 1 of 1

COMPANY: Same

ADDRESS: Same

PHONE:

FAX:

SAMPLED BY:

SIGNATURE:

ANALYSIS REQUESTED: Dioxins

PRESERVATION (See codes)

Visit our website www.aesatlanta.com to check on the status of your results, place bottle orders, etc.

#	SAMPLE ID	SAMPLED DATE	SAMPLED TIME	Grab	Composite	Matrix (See codes)	Dioxins	REMARKS	No. # of Containers
1	0611653-001F	11/28/6	10:00			GW	X		2
2									
3									
4								NO CUSTODY SEALS	
5								RECEIVED AT 1°C	
6								BKD 11-29-06	
7								1 COOLER FEDX #	
8								7990 4419 9241	
9								NCND	
10									
11									
12									
13									
14									

RELINQUISHED BY	DATE/TIME	RECEIVED BY	DATE/TIME
1: Eric Lytch	11/28/6 17:00	1: Dwyer Pearson	11-29-06 09:50
2:		2:	
3:		3:	

SPECIAL INSTRUCTIONS/COMMENTS:

SHIPMENT METHOD
OUT / / VIA:
IN / / VIA:
CLIENT FedEx UPS MAIL COURIER
GREYHOUND OTHER_____

PROJECT INFORMATION
PROJECT NAME:
PROJECT #:
SITE ADDRESS:
SEND REPORT TO: jforrest@aesatlanta.com
INVOICE TO:
(IF DIFFERENT FROM ABOVE)
QUOTE #: PO#: 4835

RECEIPT
Total # of Containers: 2

Turnaround Time Request
- (x) Standard 5 Business Days
- ( ) 2 Business Day Rush
- ( ) Next Business Day Rush
- ( ) Same Day Rush (auth req.)
- ( ) Other _____

STATE PROGRAM (if any): _____
E-mail? Y / N: Fax? Y / N
DATA PACKAGE: I II III IV

SAMPLES RECEIVED AFTER 3PM OR SATURDAY ARE CONSIDERED AS RECEIVED ON THE NEXT BUSINESS DAY; IF NO TAT IS MARKED ON COC AES WILL PROCEED AS STANDARD TAT.
SAMPLES ARE DISPOSED OF 30 DAYS AFTER COMPLETION OF REPORT UNLESS OTHER ARRANGEMENTS ARE MADE.

MATRIX CODES: A = Air GW = Groundwater SE = Sediment SO = Soil SW = Surface Water W = Water (Blanks) DW = Drinking Water (Blanks) O = Other (specify)

PRESERVATIVE CODES: H+I = Hydrochloric acid + ice I = Ice only N = Nitric acid S+I = Sulfuric acid + ice SM+I = Sodium Bisulfate/Methanol + ice O = Other (specify) NA = None

White Copy - Original Yellow Copy - Client

STL KNOXVILLE SAMPLE RECEIPT/CONDITION UPON RECEIPT ANOMALY CHECKLIST

Client: ANALYTICAL ENVIRONMENTAL **Project:** _____ **Lot Number:** HNK290212

Review Items	Yes	No	NA	If No, what was the problem?	Comments/Actions Taken
1. Do sample container labels match COC? (IDs, Dates, Times)	✓	✓		☐ 1a Do not match COC ☐ 1b Incomplete information ☐ 1c Marking smeared ☐ 1d Label torn ☐ 1e No label ☐ 1f COC not received ☐ 1g Other:	
2. Is the cooler temperature within limits? (> freezing temp. of water to 6 °C; NC, 1668, 1613B: 0-4°C; VOST: 10°C; MA: 2-6 °C)	✓	✓		☐ 2a Temp Blank = _____ ☐ 2b Cooler Temp = _____	
3. Were samples received with correct chemical preservative (excluding Encore)?			✓	☐ 3a Sample preservative =	
4. Were custody seals present/intact on cooler and/or containers?		✓	✓	☑ 4a Not present ☐ 4b Not intact ☐ 4c Other:	
5. Were all of the samples listed on the COC received?	✓	✓		☐ 5a Samples received-not on COC ☐ 5b Samples not received-on COC	
6. Were all of the sample containers received intact?	✓	✓		☐ 6a Leaking ☐ 6b Broken	
7. Were VOA samples received without headspace?	✓	✓	✓	☐ 7a Headspace (VOA only)	
8. Were samples received in appropriate containers?	✓	✓		☐ 8a Improper container	
9. Did you check for residual chlorine, if necessary?	✓	✓		☐ 9a Could not be determined due to matrix interference	
10. Were samples received within holding time?	✓	✓		☐ 10a Holding time expired	
11. For rad samples, was sample activity info. provided?			✓	☐ Incomplete information	
12. For SOG water samples (1613B, 1668A, 8290, LR PAHs), do samples have visible solids present?		✓		If yes & appears to be >1%, was SOG notified? NO	
13. Are the shipping containers intact?	✓	✓		☐ 13a Leaking ☐ 13b Other:	
14. Was COC relinquished? (Signed/Dated/Timed)	✓	✓		☐ 14a Not relinquished	
15. Are tests/parameters listed for each sample?	✓	✓		☐ 15a Incomplete information	
16. Is the matrix of the samples noted?	✓	✓		☐ 15a Incomplete information	
17. Is the date/time of sample collection noted?	✓	✓		☐ 15a Incomplete information	
18. Is the client and project name/# identified?	✓	✓		☐ 15a Incomplete information	
19. Was the sampler identified on the COC?		✓			

Quote #: 69775 PM Instructions: _____

Sample Receiving Associate: Margaret Cannon Date: 11-29-06

QA026R18.doc, 1/30/06

AES

ANALYTICAL ENVIRONMENTAL SERVICES, INC.

January 10, 2007

Chuck Hill
Dobbs Environmental
PO Box 3020
Covington, GA 30015
TEL: (770) 786-2338
FAX: (770) 786-2397

RE: AZS

Order No.: 0611F45

Dear Chuck Hill:

Analytical Environmental Services, Inc. received 9 samples on 11/29/2006 2:30:00 PM for the analyses presented in the following report.

No problems were encountered during the analyses. Additionally, all results for the associated Quality Control samples were within EPA and/or AES established limits. Any discrepancies associated with the analyses contained herein will be noted and submitted in the form of a project Case Narrative.
AES' certifications are as follows:
-NELAC/Florida Certification number E87582 for analysis of Environmental Water, soil/hazardous waste, and Drinking Water, effective 06/01/06-06/30/07.
-AIHA Certification number 505 for analysis of Industrial Hygiene samples (Organics, Inorganics), Paint Chips, Soil and Dust Wipes, effective until 02/01/07.

These results relate only to the items tested. This report may only be reproduced in full and contains 15 total pages (including cover letter).

If you have any questions regarding these test results, please feel free to call.

Sincerely,

James Forrest
Project Manager
Revision: Changed analyte list at client's request.

Analytical Environmental Services, Inc.

Sample/Cooler Receipt Checklist

Client Dobbs Env. Work Order Number 0611F45

Checklist completed by [signature] 11/29/6
Signature Date

Carrier name: FedEx __ UPS __ Courier __ Client ✓ US Mail __ Other _____

Shipping container/cooler in good condition?	Yes ✓	No __	Not Present __
Custody seals intact on shipping container/cooler?	Yes __	No __	Not Present ✓
Custody seals intact on sample bottles?	Yes __	No __	Not Present ✓
Container/Temp Blank temperature in compliance? (4°C±2)*	Yes ✓	No __	

Cooler #1 2.9°C Cooler #2 3°C Cooler #3 _____ Cooler #4 _____ Cooler#5 _____ Cooler #6 _____

Chain of custody present?	Yes ✓	No __
Chain of custody signed when relinquished and received?	Yes ✓	No __
Chain of custody agrees with sample labels?	Yes __	No ✓
Samples in proper container/bottle?	Yes ✓	No __
Sample containers intact?	Yes ✓	No __
Sufficient sample volume for indicated test?	Yes ✓	No __
All samples received within holding time?	Yes ✓	No __
Was TAT marked on the COC?	Yes ✓	No __
Proceed with Standard TAT as per project history?	Yes __	No __ Not Applicable ✓
Water - VOA vials have zero headspace?	No VOA vials submitted __	Yes ✓ No __
Water - pH acceptable upon receipt?	Yes ✓	No __ Not Applicable __

Adjusted? _____ Checked by EA

Sample Condition: Good ✓ Other(Explain) _____

(For diffusive samples or AIHA lead) Is a known blank included? Yes __ No ✓

See Case Narrative for resolution of the Non-Conformance.

* Samples do not have to comply with the given range for certain parameters.

\\Aes_server\J\Sample Receipt\Documents on C\my documents\IMPORTANT DOCUMENTS - EROL\Checklist.rtf

ANALYTICAL ENVIRONMENTAL SERVICES, INC
3785 [illegible]ential Parkway, Atlanta GA 303-40-3704
AES TEL: (770) 457-8177 / TOLL-FREE (800) 972-4889 / FAX: (770) 457-8188

CHAIN OF CUSTODY

Work Order: [illegible]F45

Date: 11-29-06 Page 1 of 1

COMPANY: Dobbs Env
ADDRESS: PO Box 3020, Covington GA 30015
PHONE: (7) 786-2338
FAX: (7) 786-2397
SAMPLED BY: CS Hill + R Moir
SIGNATURE: CS Hill

ANALYSIS REQUESTED: VOCs List (see below); Rev Nam; Sulfide; Ferrous/Ferric

Visit our website www.aesatlanta.com to check on the status of your results, place bottle orders, etc.

#	SAMPLE ID	SAMPLED DATE	SAMPLED TIME	Grab	Composite	Matrix (See codes)	H2	HNO3	Sulfide	NA									REMARKS	No. # of Containers
1	MW-7	11-29-06	1045	X		GW	X	X	X	X										6
2	MW-29	11-29-06	1100	X		GW	X	X	X	X										6
3	MW-30	11-29-06	1115	X		GW	X	X	X	X										6
4	MW-8	11-29-06	1140	X		GW	X	X	X	X										6
5	MW-14	11-29-06	1210	X		GW	X	X	X	X										6
6	MW-28	11-29-06	1155	X		GW	X	X	X	X										6
7																				
8																				
9																				
10																				
11																				
12																				
13																				
14																				

RELINQUISHED BY	DATE/TIME	RECEIVED BY	DATE/TIME
CS Hill	11-29-06 1425	1 [illegible]	11/29/06 14:30
		2	
		3	

SPECIAL INSTRUCTIONS/COMMENTS:
VOCs List
benzene, Vinyl Choride, Trichloroethene
Tetrachloroethene, 1,1-Dichloroethene
Trans 1,2-Dichloroethene, Cis 1,2 Dichloroethene

SHIPMENT METHOD
OUT / / VIA
IN 11/29/06 VIA
CLIENT FedEx UPS MAIL COURIER
GREYHOUND OTHER Hand

PROJECT INFORMATION
PROJECT NAME: AZS
PROJECT #:
SITE ADDRESS: Atlanta
SEND REPORT TO: CS Hill
INVOICE TO: (IF DIFFERENT FROM ABOVE)
QUOTE #: PO#:

RECEIPT
Total # of Containers: 36

- X Turnaround Time Request
- Standard 5 Business Days
- 2 Business Day Rush
- Next Business Day Rush
- Same Day Rush (auth req.)
- Other

STATE PROGRAM (if any):
E-mail? Y / N Fax? Y / N
DATA PACKAGE: I II III IV

SAMPLES RECEIVED AFTER 3PM OR SATURDAY ARE CONSIDERED AS RECEIVED ON THE NEXT BUSINESS DAY; IF NO TAT IS MARKED ON COC AES WILL PROCEED AS STANDARD TAT.
SAMPLES ARE DISPOSED OF 30 DAYS AFTER COMPLETION OF REPORT UNLESS OTHER ARRANGEMENTS ARE MADE.

MATRIX CODES: A = Air GW = Groundwater SE = Sediment SO = Soil SW = Surface Water W = Water (Blanks) DW = Drinking Water (Blanks) O = Other (specify)
PRESERVATIVE CODES: HCL = Hydrochloric acid + ice I = Ice only N = Nitric acid S+I = Sulfuric acid + ice S/M+I = Sodium Bisulfate/Methanol + ice O = Other (specify) HA = None

White Copy - Original; Yellow Copy - Client

Analytical Environmental Services, Inc.

Date: 10-Jan-07

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611F45-001

Client Sample ID: MW-7
Collection Date: 11/29/2006 10:45:00 AM
Matrix: GROUNDWATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
FORMALDEHYDE			**SW8315A**				Analyst: **FN**
Formaldehyde	120	10		µg/L	78271	1	12/1/2006 9:04 PM
TOTAL METALS BY ICP			**E200.7**		**(E200.7)**		Analyst: **LKW**
Barium	0.0334	0.0100		mg/L	78326	1	12/4/2006 2:23 PM
TCL VOLATILE ORGANICS			**SW8260B**		**(SW5030B)**		Analyst: **HW**
1,1-Dichloroethane	BRL	5.0		µg/L	78387	1	12/4/2006 12:48 PM
Benzene	BRL	5.0		µg/L	78387	1	12/4/2006 12:48 PM
cis-1,2-Dichloroethene	BRL	5.0		µg/L	78387	1	12/4/2006 12:48 PM
Tetrachloroethene	BRL	5.0		µg/L	78387	1	12/4/2006 12:48 PM
trans-1,2-Dichloroethene	BRL	5.0		µg/L	78387	1	12/4/2006 12:48 PM
Trichloroethene	BRL	5.0		µg/L	78387	1	12/4/2006 12:48 PM
Vinyl chloride	BRL	2.0		µg/L	78387	1	12/4/2006 12:48 PM
Surr: 4-Bromofluorobenzene	87.5	63.7-115		%REC	78387	1	12/4/2006 12:48 PM
Surr: Dibromofluoromethane	101	70.4-123		%REC	78387	1	12/4/2006 12:48 PM
Surr: Toluene-d8	88.9	73.4-115		%REC	78387	1	12/4/2006 12:48 PM
SULFIDE BY SW9030/9034			**SW9030**		**(SW9030)**		Analyst: **RD**
Sulfide	BRL	2.00		mg/L	78258	1	11/30/2006 3:20 PM

Qualifiers:
- * Value exceeds Maximum Contaminant Level
- BRL Below Reporting Limit
- H Holding times for preparation or analysis exceeded
- N Analyte not NELAC certified
- B Analyte detected in the associated Method Blank
- E Estimated (Value above quantitation range)
- S Surrogate Recovery outside accepted recovery limits
- Narr See Case Narrative
- NC Not Confirmed

Analytical Environmental Services, Inc.

Date: *10-Jan-07*

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611F45-002

Client Sample ID: MW-29
Collection Date: 11/29/2006 11:00:00 AM
Matrix: GROUNDWATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
FORMALDEHYDE			**SW8315A**				Analyst: **FN**
Formaldehyde	99	10		µg/L	78271	1	12/1/2006 9:15 PM
TOTAL METALS BY ICP			**E200.7**		**(E200.7)**		Analyst: **LKW**
Barium	0.0503	0.0100		mg/L	78326	1	12/4/2006 2:33 PM
TCL VOLATILE ORGANICS			**SW8260B**		**(SW5030B)**		Analyst: **HW**
1,1-Dichloroethane	BRL	5.0		µg/L	78387	1	12/4/2006 1:13 PM
Benzene	BRL	5.0		µg/L	78387	1	12/4/2006 1:13 PM
cis-1,2-Dichloroethene	31	5.0		µg/L	78387	1	12/4/2006 1:13 PM
Tetrachloroethene	BRL	5.0		µg/L	78387	1	12/4/2006 1:13 PM
trans-1,2-Dichloroethene	BRL	5.0		µg/L	78387	1	12/4/2006 1:13 PM
Trichloroethene	BRL	5.0		µg/L	78387	1	12/4/2006 1:13 PM
Vinyl chloride	21	2.0		µg/L	78387	1	12/4/2006 1:13 PM
Surr: 4-Bromofluorobenzene	95.1	63.7-115		%REC	78387	1	12/4/2006 1:13 PM
Surr: Dibromofluoromethane	94.8	70.4-123		%REC	78387	1	12/4/2006 1:13 PM
Surr: Toluene-d8	92.6	73.4-115		%REC	78387	1	12/4/2006 1:13 PM
SULFIDE BY SW9030/9034			**SW9030**		**(SW9030)**		Analyst: **RD**
Sulfide	BRL	2.00		mg/L	78258	1	11/30/2006 3:20 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	E	Estimated (Value above quantitation range)
BRL	Below Reporting Limit	S	Surrogate Recovery outside accepted recovery limits
H	Holding times for preparation or analysis exceeded	Narr	See Case Narrative
N	Analyte not NELAC certified	NC	Not Confirmed
B	Analyte detected in the associated Method Blank		

Analytical Environmental Services, Inc.

Date: *10-Jan-07*

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611F45-003

Client Sample ID: MW-30
Collection Date: 11/29/2006 11:15:00 AM
Matrix: GROUNDWATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
FORMALDEHYDE			**SW8315A**				Analyst: **FN**
Formaldehyde	42	10		µg/L	78271	1	12/1/2006 9:26 PM
TOTAL METALS BY ICP			**E200.7**		**(E200.7)**		Analyst: **LKW**
Barium	0.0788	0.0100		mg/L	78326	1	12/4/2006 2:36 PM
TCL VOLATILE ORGANICS			**SW8260B**		**(SW5030B)**		Analyst: **HW**
1,1-Dichloroethane	BRL	5.0		µg/L	78387	1	12/4/2006 1:38 PM
Benzene	BRL	5.0		µg/L	78387	1	12/4/2006 1:38 PM
cis-1,2-Dichloroethene	72	5.0		µg/L	78387	1	12/4/2006 1:38 PM
Tetrachloroethene	BRL	5.0		µg/L	78387	1	12/4/2006 1:38 PM
trans-1,2-Dichloroethene	BRL	5.0		µg/L	78387	1	12/4/2006 1:38 PM
Trichloroethene	78	5.0		µg/L	78387	1	12/4/2006 1:38 PM
Vinyl chloride	54	2.0		µg/L	78387	1	12/4/2006 1:38 PM
Surr: 4-Bromofluorobenzene	97.5	63.7-115		%REC	78387	1	12/4/2006 1:38 PM
Surr: Dibromofluoromethane	97.6	70.4-123		%REC	78387	1	12/4/2006 1:38 PM
Surr: Toluene-d8	92.2	73.4-115		%REC	78387	1	12/4/2006 1:38 PM
SULFIDE BY SW9030/9034			**SW9030**		**(SW9030)**		Analyst: **RD**
Sulfide	BRL	2.00		mg/L	78258	1	11/30/2006 3:20 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	E	Estimated (Value above quantitation range)
BRL	Below Reporting Limit	S	Surrogate Recovery outside accepted recovery limits
H	Holding times for preparation or analysis exceeded	Narr	See Case Narrative
N	Analyte not NELAC certified	NC	Not Confirmed
B	Analyte detected in the associated Method Blank		

Analytical Environmental Services, Inc.

Date: *10-Jan-07*

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611F45-004

Client Sample ID: MW-8
Collection Date: 11/29/2006 11:40:00 AM
Matrix: GROUNDWATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
FORMALDEHYDE			**SW8315A**				Analyst: **FN**
Formaldehyde	15	10		µg/L	78271	1	12/1/2006 9:37 PM
TOTAL METALS BY ICP			**E200.7**		**(E200.7)**		Analyst: **LKW**
Barium	0.0120	0.0100		mg/L	78326	1	12/4/2006 2:39 PM
TCL VOLATILE ORGANICS			**SW8260B**		**(SW5030B)**		Analyst: **NWH**
1,1-Dichloroethane	BRL	5.0		µg/L	78387	1	12/5/2006 2:34 PM
Benzene	BRL	5.0		µg/L	78387	1	12/5/2006 2:34 PM
cis-1,2-Dichloroethene	BRL	5.0		µg/L	78387	1	12/5/2006 2:34 PM
Tetrachloroethene	BRL	5.0		µg/L	78387	1	12/5/2006 2:34 PM
trans-1,2-Dichloroethene	BRL	5.0		µg/L	78387	1	12/5/2006 2:34 PM
Trichloroethene	BRL	5.0		µg/L	78387	1	12/5/2006 2:34 PM
Vinyl chloride	BRL	2.0		µg/L	78387	1	12/5/2006 2:34 PM
Surr: 4-Bromofluorobenzene	108	63.7-115		%REC	78387	1	12/5/2006 2:34 PM
Surr: Dibromofluoromethane	89.2	70.4-123		%REC	78387	1	12/5/2006 2:34 PM
Surr: Toluene-d8	89.7	73.4-115		%REC	78387	1	12/5/2006 2:34 PM
SULFIDE BY SW9030/9034			**SW9030**		**(SW9030)**		Analyst: **RD**
Sulfide	BRL	2.00		mg/L	78258	1	11/30/2006 3:20 PM

Qualifiers:
- * Value exceeds Maximum Contaminant Level
- BRL Below Reporting Limit
- H Holding times for preparation or analysis exceeded
- N Analyte not NELAC certified
- B Analyte detected in the associated Method Blank
- E Estimated (Value above quantitation range)
- S Surrogate Recovery outside accepted recovery limits
- Narr See Case Narrative
- NC Not Confirmed

Analytical Environmental Services, Inc.

Date: 10-Jan-07

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611F45-005

Client Sample ID: MW-14
Collection Date: 11/29/2006 12:10:00 PM
Matrix: GROUNDWATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
FORMALDEHYDE			**SW8315A**				Analyst: **FN**
Formaldehyde	BRL	10		µg/L	78271	1	12/1/2006 9:48 PM
TOTAL METALS BY ICP			**E200.7**		**(E200.7)**		Analyst: **LKW**
Barium	BRL	0.0100		mg/L	78326	1	12/4/2006 2:42 PM
TCL VOLATILE ORGANICS			**SW8260B**		**(SW5030B)**		Analyst: **NWH**
1,1-Dichloroethane	BRL	5.0		µg/L	78387	1	12/5/2006 3:00 PM
Benzene	BRL	5.0		µg/L	78387	1	12/5/2006 3:00 PM
cis-1,2-Dichloroethene	BRL	5.0		µg/L	78387	1	12/5/2006 3:00 PM
Tetrachloroethene	BRL	5.0		µg/L	78387	1	12/5/2006 3:00 PM
trans-1,2-Dichloroethene	BRL	5.0		µg/L	78387	1	12/5/2006 3:00 PM
Trichloroethene	BRL	5.0		µg/L	78387	1	12/5/2006 3:00 PM
Vinyl chloride	BRL	2.0		µg/L	78387	1	12/5/2006 3:00 PM
Surr: 4-Bromofluorobenzene	106	63.7-115		%REC	78387	1	12/5/2006 3:00 PM
Surr: Dibromofluoromethane	87.9	70.4-123		%REC	78387	1	12/5/2006 3:00 PM
Surr: Toluene-d8	90.8	73.4-115		%REC	78387	1	12/5/2006 3:00 PM
SULFIDE BY SW9030/9034			**SW9030**		**(SW9030)**		Analyst: **RD**
Sulfide	BRL	2.00		mg/L	78258	1	11/30/2006 3:20 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	E	Estimated (Value above quantitation range)
BRL	Below Reporting Limit	S	Surrogate Recovery outside accepted recovery limits
H	Holding times for preparation or analysis exceeded	Narr	See Case Narrative
N	Analyte not NELAC certified	NC	Not Confirmed
B	Analyte detected in the associated Method Blank		

Analytical Environmental Services, Inc.

Date: *10-Jan-07*

CLIENT:	Dobbs Environmental	Client Sample ID:	MW-28
Project:	AZS	Collection Date:	11/29/2006 11:55:00 AM
Lab ID:	0611F45-006	Matrix:	GROUNDWATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
FORMALDEHYDE			**SW8315A**				Analyst: **FN**
Formaldehyde	120	10		µg/L	78271	1	12/1/2006 9:59 PM
TOTAL METALS BY ICP			**E200.7**		**(E200.7)**		Analyst: **LKW**
Barium	0.0531	0.0100		mg/L	78326	1	12/4/2006 2:45 PM
TCL VOLATILE ORGANICS			**SW8260B**		**(SW5030B)**		Analyst: **NWH**
1,1-Dichloroethane	BRL	5.0		µg/L	78387	1	12/5/2006 3:27 PM
Benzene	BRL	5.0		µg/L	78387	1	12/5/2006 3:27 PM
cis-1,2-Dichloroethene	BRL	5.0		µg/L	78387	1	12/5/2006 3:27 PM
Tetrachloroethene	BRL	5.0		µg/L	78387	1	12/5/2006 3:27 PM
trans-1,2-Dichloroethene	BRL	5.0		µg/L	78387	1	12/5/2006 3:27 PM
Trichloroethene	BRL	5.0		µg/L	78387	1	12/5/2006 3:27 PM
Vinyl chloride	BRL	2.0		µg/L	78387	1	12/5/2006 3:27 PM
Surr: 4-Bromofluorobenzene	106	63.7-115		%REC	78387	1	12/5/2006 3:27 PM
Surr: Dibromofluoromethane	88.8	70.4-123		%REC	78387	1	12/5/2006 3:27 PM
Surr: Toluene-d8	88.6	73.4-115		%REC	78387	1	12/5/2006 3:27 PM
SULFIDE BY SW9030/9034			**SW9030**		**(SW9030)**		Analyst: **RD**
Sulfide	BRL	2.00		mg/L	78258	1	11/30/2006 3:20 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	E	Estimated (Value above quantitation range)
BRL	Below Reporting Limit	S	Surrogate Recovery outside accepted recovery limits
H	Holding times for preparation or analysis exceeded	Narr	See Case Narrative
N	Analyte not NELAC certified	NC	Not Confirmed
B	Analyte detected in the associated Method Blank		

Analytical Environmental Services, Inc.

Date: *10-Jan-07*

CLIENT:	Dobbs Environmental	Client Sample ID:	MW-27
Project:	AZS	Collection Date:	11/29/2006 11:45:00 AM
Lab ID:	0611F45-007	Matrix:	GROUNDWATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
FORMALDEHYDE			**SW8315A**				Analyst: **FN**
Formaldehyde	BRL	10		µg/L	78271	1	12/1/2006 10:10 PM
TOTAL METALS BY ICP			**E200.7**		**(E200.7)**		Analyst: **LKW**
Barium	0.417	0.0100		mg/L	78326	1	12/4/2006 2:48 PM
TCL VOLATILE ORGANICS			**SW8260B**		**(SW5030B)**		Analyst: **EZ**
1,1-Dichloroethane	BRL	5.0		µg/L	78387	1	12/5/2006 2:40 PM
Benzene	BRL	5.0		µg/L	78387	1	12/5/2006 2:40 PM
cis-1,2-Dichloroethene	BRL	5.0		µg/L	78387	1	12/5/2006 2:40 PM
Tetrachloroethene	BRL	5.0		µg/L	78387	1	12/5/2006 2:40 PM
trans-1,2-Dichloroethene	BRL	5.0		µg/L	78387	1	12/5/2006 2:40 PM
Trichloroethene	BRL	5.0		µg/L	78387	1	12/5/2006 2:40 PM
Vinyl chloride	BRL	2.0		µg/L	78387	1	12/5/2006 2:40 PM
Surr: 4-Bromofluorobenzene	95.7	63.7-115		%REC	78387	1	12/5/2006 2:40 PM
Surr: Dibromofluoromethane	77.4	70.4-123		%REC	78387	1	12/5/2006 2:40 PM
Surr: Toluene-d8	89.0	73.4-115		%REC	78387	1	12/5/2006 2:40 PM
SULFIDE BY SW9030/9034			**SW9030**		**(SW9030)**		Analyst: **RD**
Sulfide	BRL	2.00		mg/L	78258	1	11/30/2006 3:20 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	E	Estimated (Value above quantitation range)
BRL	Below Reporting Limit	S	Surrogate Recovery outside accepted recovery limits
H	Holding times for preparation or analysis exceeded	Nar	See Case Narrative
N	Analyte not NELAC certified	NC	Not Confirmed
B	Analyte detected in the associated Method Blank		

Analytical Environmental Services, Inc.

Date: *10-Jan-07*

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611F45-008

Client Sample ID: TRIP BLANK 1
Collection Date: 11/29/2006
Matrix: AQUEOUS

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
TCL VOLATILE ORGANICS			SW8260B		(SW5030B)		Analyst: HW
1,1-Dichloroethane	BRL	5.0		µg/L	78387	1	12/4/2006 11:18 AM
Benzene	BRL	5.0		µg/L	78387	1	12/4/2006 11:18 AM
cis-1,2-Dichloroethene	BRL	5.0		µg/L	78387	1	12/4/2006 11:18 AM
Tetrachloroethene	BRL	5.0		µg/L	78387	1	12/4/2006 11:18 AM
trans-1,2-Dichloroethene	BRL	5.0		µg/L	78387	1	12/4/2006 11:18 AM
Trichloroethene	BRL	5.0		µg/L	78387	1	12/4/2006 11:18 AM
Vinyl chloride	BRL	2.0		µg/L	78387	1	12/4/2006 11:18 AM
Surr: 4-Bromofluorobenzene	84.4	63.7-115		%REC	78387	1	12/4/2006 11:18 AM
Surr: Dibromofluoromethane	96.7	70.4-123		%REC	78387	1	12/4/2006 11:18 AM
Surr: Toluene-d8	89.2	73.4-115		%REC	78387	1	12/4/2006 11:18 AM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	E	Estimated (Value above quantitation range)
BRL	Below Reporting Limit	S	Surrogate Recovery outside accepted recovery limits
H	Holding times for preparation or analysis exceeded	Narr	See Case Narrative
N	Analyte not NELAC certified	NC	Not Confirmed
B	Analyte detected in the associated Method Blank		

Analytical Environmental Services, Inc.

Date: *10-Jan-07*

CLIENT:	Dobbs Environmental	Client Sample ID:	TRIP BLANK 2
Project:	AZS	Collection Date:	11/29/2006
Lab ID:	0611F45-009	Matrix:	AQUEOUS

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
TCL VOLATILE ORGANICS		SW8260B			(SW5030B)		Analyst: HW
1,1-Dichloroethane	BRL	5.0		µg/L	78387	1	12/4/2006 11:43 AM
Benzene	BRL	5.0		µg/L	78387	1	12/4/2006 11:43 AM
cis-1,2-Dichloroethene	BRL	5.0		µg/L	78387	1	12/4/2006 11:43 AM
Tetrachloroethene	BRL	5.0		µg/L	78387	1	12/4/2006 11:43 AM
trans-1,2-Dichloroethene	BRL	5.0		µg/L	78387	1	12/4/2006 11:43 AM
Trichloroethene	BRL	5.0		µg/L	78387	1	12/4/2006 11:43 AM
Vinyl chloride	BRL	2.0		µg/L	78387	1	12/4/2006 11:43 AM
Surr: 4-Bromofluorobenzene	82.4	63.7-115		%REC	78387	1	12/4/2006 11:43 AM
Surr: Dibromofluoromethane	96.5	70.4-123		%REC	78387	1	12/4/2006 11:43 AM
Surr: Toluene-d8	88.1	73.4-115		%REC	78387	1	12/4/2006 11:43 AM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	E	Estimated (Value above quantitation range)
BRL	Below Reporting Limit	S	Surrogate Recovery outside accepted recovery limits
H	Holding times for preparation or analysis exceeded	Narr	See Case Narrative
N	Analyte not NELAC certified	NC	Not Confirmed
B	Analyte detected in the associated Method Blank		

Analytical Environmental Services, Inc.

10-Jan-07

Lab Order: 0611F45
Client: Dobbs Environmental
Project: AZS

DATES REPORT

Sample ID	Client Sample ID	Collection Date	Matrix	Test Name	TCLP Date	Prep Date	Analysis Date
0611F45-001A	MW-7	11/29/2006 10:45:00 AM	Groundwater	TCL VOLATILE ORGANICS		12/4/2006	12/4/2006
0611F45-001B				Total Metals by ICP		12/4/2006	12/4/2006
0611F45-001C				Sulfide by SW9030/9034		11/30/2006	11/30/2006
0611F45-001D				Formaldehyde		12/1/2006	12/1/2006
0611F45-002A	MW-29	11/29/2006 11:00:00 AM		TCL VOLATILE ORGANICS		12/4/2006	12/4/2006
0611F45-002B				Total Metals by ICP		12/4/2006	12/4/2006
0611F45-002C				Sulfide by SW9030/9034		11/30/2006	11/30/2006
0611F45-002D				Formaldehyde		12/1/2006	12/1/2006
0611F45-003A	MW-30	11/29/2006 11:15:00 AM		TCL VOLATILE ORGANICS		12/4/2006	12/4/2006
0611F45-003B				Total Metals by ICP		12/4/2006	12/4/2006
0611F45-003C				Sulfide by SW9030/9034		11/30/2006	11/30/2006
0611F45-003D				Formaldehyde		12/1/2006	12/1/2006
0611F45-004A	MW-8	11/29/2006 11:40:00 AM		TCL VOLATILE ORGANICS		12/4/2006	12/5/2006
0611F45-004B				Total Metals by ICP		12/4/2006	12/4/2006
0611F45-004C				Sulfide by SW9030/9034		11/30/2006	11/30/2006
0611F45-004D				Formaldehyde		12/1/2006	12/1/2006
0611F45-005A	MW-14	11/29/2006 12:10:00 PM		TCL VOLATILE ORGANICS		12/4/2006	12/5/2006
0611F45-005B				Total Metals by ICP		12/4/2006	12/4/2006
0611F45-005C				Sulfide by SW9030/9034		11/30/2006	11/30/2006
0611F45-005D				Formaldehyde		12/1/2006	12/1/2006
0611F45-006A	MW-28	11/29/2006 11:55:00 AM		TCL VOLATILE ORGANICS		12/4/2006	12/5/2006
0611F45-006B				Total Metals by ICP		12/4/2006	12/4/2006
0611F45-006C				Sulfide by SW9030/9034		11/30/2006	11/30/2006
0611F45-006D				Formaldehyde		12/1/2006	12/1/2006
0611F45-007A	MW-27	11/29/2006 11:45:00 AM		TCL VOLATILE ORGANICS		12/4/2006	12/5/2006
0611F45-007B				Total Metals by ICP		12/4/2006	12/4/2006
0611F45-007C				Sulfide by SW9030/9034		11/30/2006	11/30/2006
0611F45-007D				Formaldehyde		12/1/2006	12/1/2006

A ytical Environmental Services, Inc.

10-Jan-07

Lab Order: 0611F45
Client: Dobbs Environmental
Project: AZS

DATES REPORT

Sample ID	Client Sample ID	Collection Date	Matrix	Test Name	TCLP Date	Prep Date	Analysis Date
0611F45-008A	TRIP BLANK 1	11/29/2006	Aqueous	TCL VOLATILE ORGANICS		12/4/2006	12/4/2006
0611F45-009A	TRIP BLANK 2			TCL VOLATILE ORGANICS		12/4/2006	12/4/2006

Analytical Environmental Services, Inc. Date: *10-Jan-07*

CLIENT: Dobbs Environmental
Project: AZS
Lab Order: 0611F45

CASE NARRATIVE

Sample Receipt Non-Conformance:

Two sets of trip blanks were provided but are not listed on the COC. Trip blanks will be analyzed at no cost to the client.

Sample "MW-27" was received, however not indicated on COC. Analyze "MW-27" for all analyses indicated on COC per Chuck Hill on 11/29/2006

Report 1,1-DCA instead of 1,1-DCE per Chuck Hill on 1/10/2007.

AES

ANALYTICAL ENVIRONMENTAL SERVICES, INC.

January 11, 2007

Chuck Hill
Dobbs Environmental
PO Box 3020
Covington, GA 30015
TEL: (770) 786-2338
FAX: (770) 786-2397

RE: AZS

Order No.: 0611F12

Dear Chuck Hill:

Analytical Environmental Services, Inc. received 10 samples on 11/29/2006 9:30:00 AM for the analyses presented in the following report.

No problems were encountered during the analyses. Additionally, all results for the associated Quality Control samples were within EPA and/or AES established limits. Any discrepancies associated with the analyses contained herein will be noted and submitted in the form of a project Case Narrative.
AES' certifications are as follows:
-NELAC/Florida Certification number E87582 for analysis of Environmental Water, soil/hazardous waste, and Drinking Water, effective 06/01/06-06/30/07.
-AIHA Certification number 505 for analysis of Industrial Hygiene samples (Organics, Inorganics), Paint Chips, Soil and Dust Wipes, effective until 02/01/07.

These results relate only to the items tested. This report may only be reproduced in full and contains 24 total pages (including cover letter).

If you have any questions regarding these test results, please feel free to call.

Sincerely,

James Forrest
Project Manager
Revision: Changed analyte list at client's request.

Analytical Environmental Services, Inc.

Sample/Cooler Receipt Checklist

Client Dobbs Eng Work Order Number 0611F12

Checklist completed by Mfrom 11/29/06
Signature Date

Carrier name: FedEx __ UPS __ Courier __ Client ✓ US Mail __ Other _____

Shipping container/cooler in good condition? Yes ✓ No __ Not Present __

Custody seals intact on shipping container/cooler? Yes __ No __ Not Present ✓

Custody seals intact on sample bottles? Yes __ No __ Not Present ✓

Container/Temp Blank temperature in compliance? (4°C±2)* Yes ✓ No __

Cooler #1 5.1° Cooler #2 4.8° Cooler #3 _____ Cooler #4 _____ Cooler#5 _____ Cooler #6 _____

Chain of custody present? Yes ✓ No __

Chain of custody signed when relinquished and received? Yes ✓ No __

Chain of custody agrees with sample labels? Yes __ No ✓

Samples in proper container/bottle? Yes ✓ No __

Sample containers intact? Yes ✓ No __

Sufficient sample volume for indicated test? Yes ✓ No __

All samples received within holding time? Yes ✓ No __

Was TAT marked on the COC? Yes ✓ No __

Proceed with Standard TAT as per project history? Yes __ No __ Not Applicable ✓

Water - VOA vials have zero headspace? No VOA vials submitted __ Yes ✓ No __

Water - pH acceptable upon receipt? Yes ✓ No __ Not Applicable __

Adjusted? _____ Checked by MJ

Sample Condition: Good ✓ Other(Explain) _____

(For diffusive samples or AIHA lead) Is a known blank included? Yes __ No ✓

See Case Narrative for resolution of the Non-Conformance.

* Samples do not have to comply with the given range for certain parameters.

\\Aes_server\I\Sample Receipt\Documents on C\my documents\IMPORTANT DOCUMENTS - EROL\Checklist.rtf

AES
A[illegible]TICAL ENVIRONMENTAL SERVICES, INC
[illegible] Residential Parkway, Atlanta GA 30340-3704
TEL: (770) 457-8177 / TOLL-FREE (800) 972-4889 / FAX: (770) 457-8188

CHAIN OF CUSTODY

Work Order: [illegible] F12

Date: 11-28-06 Page 1 of 1

COMPANY: Dobbs Env

ADDRESS: PO Box 3020 Covington GA 30015

PHONE: (7) 786 2338

FAX: (7) 786 2397

SAMPLED BY: CSHill

SIGNATURE: CSHill

Visit our website www.aesatlanta.com to check on the status of your results, place bottle orders, etc.

ANALYSIS REQUESTED

PRESERVATION (See codes)

#	SAMPLE ID	SAMPLED DATE	SAMPLED TIME	Grab	Composite	Matrix (See codes)	Barium	Sulfide	Formaldehyde	VOCs (see below)									REMARKS	No. of Containers
1	MW-1	11-28-06	1230	X		GW	X	X	X											4
2	MW-20	11-28-06	1245	X		GW	X	X	X											4
3	MW-24	11-28-06	1300	X		GW	X	X	X											4
4	MW-23	11-28-06	1200	X		GW	X	X	X	X										6
5	MW-9	11-28-06	1215	X		GW	X	X	X	X										6
6	~~MW-27~~	~~11-28-06~~																		
7	RW-2R	11-28-06	1050	X		GW	X	X	X	X										6
8	RW-3	11-28-06	1040	X		GW	X	X	X	X										6
9	RW-4	11-28-06	1100	X		GW	X	X	X	X										6
10																				
11																				
12																				
13																				
14																				

RELINQUISHED BY	DATE/TIME	RECEIVED BY	DATE/TIME
1. CSHill	11-29-06 0928	1. [illegible]	11/29/06 9:30
2.		2.	
3.		3.	

PROJECT INFORMATION

PROJECT NAME: AZS

PROJECT #:

SITE ADDRESS: Atlanta

SEND REPORT TO: CSHill

INVOICE TO: (IF DIFFERENT FROM ABOVE)

QUOTE #: PO#:

RECEIPT

Total # of Containers: 42

Turnaround Time Request
- (X) Standard 5 Business Days
- ( ) 2 Business Day Rush
- ( ) Next Business Day Rush
- ( ) Same Day Rush (auth req.)
- ( ) Other

STATE PROGRAM (if any):

E-mail? Y / N: Fax? Y / N

DATA PACKAGE: I II III IV

SPECIAL INSTRUCTIONS/COMMENTS:
VOCs
Benzene, Vinyl Chloride, Trichloroethene, Tetrachloroethene, Cis-1,2-Dichloroethene & Trans-1,2-Dichloroethene

SHIPMENT METHOD

OUT / / VIA:

IN / / VIA:

CLIENT FedEx UPS MAIL COURIER GREYHOUND OTHER Hand

SAMPLES RECEIVED AFTER 3PM OR SATURDAY ARE CONSIDERED AS RECEIVED ON THE NEXT BUSINESS DAY; IF NO TAT IS MARKED ON COC AES WILL PROCEED AS STANDARD TAT.
SAMPLES ARE DISPOSED OF 30 DAYS AFTER COMPLETION OF REPORT UNLESS OTHER ARRANGEMENTS ARE MADE.

MATRIX CODES: A = Air GW = Groundwater SE = Sediment SO = Soil SW = Surface Water W = Water (Blanks) DW = Drinking Water (Blanks) O = Other (specify)

PRESERVATIVE CODES: H+I = Hydrochloric acid + ice I = Ice only N = Nitric acid S+I = Sulfuric acid + ice S/M+I = Sodium Bisulfate/Methanol + ice O = Other (specify) NA = None

White Copy - Original; Yellow Copy - Client

Analytical Environmental Services, Inc.

10-Jan-07

Lab Order: 0611F12
Client: Dobbs Environmental
Project: AZS

DATES REPORT

Sample ID	Client Sample ID	Collection Date	Matrix	Test Name	TCLP Date	Prep Date	Analysis Date
0611F12-001A	MW-1	11/28/2006 12:30:00 PM	Groundwater	Total Metals by ICP		12/4/2006	12/4/2006
0611F12-001B				Sulfide by SW9030/9034		11/30/2006	11/30/2006
0611F12-001C				Formaldehyde		12/1/2006	12/1/2006
				Formaldehyde		11/29/2006	11/30/2006
0611F12-002A	MW-20	11/28/2006 12:45:00 PM		Total Metals by ICP		12/4/2006	12/4/2006
0611F12-002B				Sulfide by SW9030/9034		11/30/2006	11/30/2006
0611F12-002C				Formaldehyde		12/1/2006	12/1/2006
0611F12-003A	MW-24	11/28/2006 1:00:00 PM		Total Metals by ICP		12/4/2006	12/4/2006
0611F12-003B				Sulfide by SW9030/9034		11/30/2006	11/30/2006
0611F12-003C				Formaldehyde		12/1/2006	12/1/2006
0611F12-004A	MW-23	11/28/2006 12:00:00 PM		TCL VOLATILE ORGANICS		12/1/2006	12/4/2006
0611F12-004B				Total Metals by ICP		12/4/2006	12/4/2006
0611F12-004C				Sulfide by SW9030/9034		11/30/2006	11/30/2006
0611F12-004D				Formaldehyde		12/1/2006	12/1/2006
0611F12-005A	MW-9	11/28/2006 12:15:00 PM		TCL VOLATILE ORGANICS		12/1/2006	12/4/2006
0611F12-005B				Total Metals by ICP		12/4/2006	12/4/2006
0611F12-005C				Sulfide by SW9030/9034		11/30/2006	11/30/2006
0611F12-005D				Formaldehyde		12/1/2006	12/1/2006
0611F12-006A	RW-2R	11/28/2006 10:50:00 AM		TCL VOLATILE ORGANICS		12/1/2006	12/4/2006
0611F12-006B				Total Metals by ICP		12/4/2006	12/4/2006
0611F12-006C				Sulfide by SW9030/9034		11/30/2006	11/30/2006
0611F12-006D				Formaldehyde		12/1/2006	12/1/2006
0611F12-007A	RW-3	11/28/2006 10:40:00 AM		TCL VOLATILE ORGANICS		12/1/2006	12/1/2006
0611F12-007B				Total Metals by ICP		12/4/2006	12/4/2006
0611F12-007C				Sulfide by SW9030/9034		11/30/2006	11/30/2006
0611F12-007D				Formaldehyde		12/1/2006	12/1/2006
				Formaldehyde		11/29/2006	11/30/2006
0611F12-008A	RW-4	11/28/2006 11:00:00 AM		TCL VOLATILE ORGANICS		12/1/2006	12/1/2006

Analytical Environmental Services, Inc.

10-Jan-07

Lab Order: 0611F12
Client: Dobbs Environmental
Project: AZS

DATES REPORT

Sample ID	Client Sample ID	Collection Date	Matrix	Test Name	TCLP Date	Prep Date	Analysis Date
0611F12-008B	RW-4	11/28/2006 11:00:00 AM	Groundwater	Total Metals by ICP		12/4/2006	12/4/2006
0611F12-008C				Sulfide by SW9030/9034		11/30/2006	11/30/2006
0611F12-008D				Formaldehyde		12/1/2006	12/1/2006
				Formaldehyde		11/29/2006	11/30/2006
0611F12-009A	Trip Blank 1	11/29/2006	Aqueous	TCL VOLATILE ORGANICS		12/1/2006	12/4/2006
0611F12-010A	Trip Blank 2			TCL VOLATILE ORGANICS		12/1/2006	12/4/2006

Analytical Environmental Services, Inc.

Date: 11-Jan-07

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611F12-001

Client Sample ID: MW-1
Collection Date: 11/28/2006 12:30:00 PM
Matrix: GROUNDWATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
TOTAL METALS BY ICP			**E200.7**		**(E200.7)**		Analyst: **LKW**
Barium	0.0223	0.0100		mg/L	78326	1	12/4/2006 1:55 PM
SULFIDE BY SW9030/9034			**SW9030**		**(SW9030)**		Analyst: **RD**
Sulfide	BRL	2.00		mg/L	78258	1	11/30/2006 3:20 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	E	Estimated (Value above quantitation range)
BRL	Below Reporting Limit	S	Surrogate Recovery outside accepted recovery limits
H	Holding times for preparation or analysis exceeded	Narr	See Case Narrative
N	Analyte not NELAC certified	NC	Not Confirmed
B	Analyte detected in the associated Method Blank		

Analytical Environmental Services, Inc.

Date: 11-Jan-07

CLIENT:	Dobbs Environmental	Client Sample ID:	MW-20
Project:	AZS	Collection Date:	11/28/2006 12:45:00 PM
Lab ID:	0611F12-002	Matrix:	GROUNDWATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
TOTAL METALS BY ICP			**E200.7**		**(E200.7)**		Analyst: **LKW**
Barium	0.332	0.0100		mg/L	78326	1	12/4/2006 1:58 PM
SULFIDE BY SW9030/9034			**SW9030**		**(SW9030)**		Analyst: **RD**
Sulfide	BRL	2.00		mg/L	78258	1	11/30/2006 3:20 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	E	Estimated (Value above quantitation range)
BRL	Below Reporting Limit	S	Surrogate Recovery outside accepted recovery limits
H	Holding times for preparation or analysis exceeded	Narr	See Case Narrative
N	Analyte not NELAC certified	NC	Not Confirmed
B	Analyte detected in the associated Method Blank		

Analytical Environmental Services, Inc.

Date: *11-Jan-07*

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611F12-003

Client Sample ID: MW-24
Collection Date: 11/28/2006 1:00:00 PM
Matrix: GROUNDWATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
TOTAL METALS BY ICP			**E200.7**		**(E200.7)**		Analyst: **LKW**
Barium	0.0213	0.0100		mg/L	78326	1	12/4/2006 2:01 PM
SULFIDE BY SW9030/9034			**SW9030**		**(SW9030)**		Analyst: **RD**
Sulfide	BRL	2.00		mg/L	78258	1	11/30/2006 3:20 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	E	Estimated (Value above quantitation range)
BRL	Below Reporting Limit	S	Surrogate Recovery outside accepted recovery limits
H	Holding times for preparation or analysis exceeded	Narr	See Case Narrative
N	Analyte not NELAC certified	NC	Not Confirmed
B	Analyte detected in the associated Method Blank		

Analytical Environmental Services, Inc.

Date: 11-Jan-07

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611F12-004

Client Sample ID: MW-23
Collection Date: 11/28/2006 12:00:00 PM
Matrix: GROUNDWATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
TOTAL METALS BY ICP			E200.7		(E200.7)		Analyst: LKW
Barium	0.0362	0.0100		mg/L	78326	1	12/4/2006 2:05 PM
TCL VOLATILE ORGANICS			SW8260B		(SW5030B)		Analyst: NWH
1,1-Dichloroethane	BRL	5.0		µg/L	78322	1	12/4/2006 2:33 PM
Benzene	BRL	5.0		µg/L	78322	1	12/4/2006 2:33 PM
cis-1,2-Dichloroethene	BRL	5.0		µg/L	78322	1	12/4/2006 2:33 PM
Tetrachloroethene	82	5.0		µg/L	78322	1	12/4/2006 2:33 PM
trans-1,2-Dichloroethene	BRL	5.0		µg/L	78322	1	12/4/2006 2:33 PM
Trichloroethene	BRL	5.0		µg/L	78322	1	12/4/2006 2:33 PM
Vinyl chloride	BRL	2.0		µg/L	78322	1	12/4/2006 2:33 PM
Surr: 4-Bromofluorobenzene	83.1	63.7-115		%REC	78322	1	12/4/2006 2:33 PM
Surr: Dibromofluoromethane	97.4	70.4-123		%REC	78322	1	12/4/2006 2:33 PM
Surr: Toluene-d8	91.6	73.4-115		%REC	78322	1	12/4/2006 2:33 PM
SULFIDE BY SW9030/9034			SW9030		(SW9030)		Analyst: RD
Sulfide	BRL	2.00		mg/L	78258	1	11/30/2006 3:20 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	E	Estimated (Value above quantitation range)
BRL	Below Reporting Limit	S	Surrogate Recovery outside accepted recovery limits
H	Holding times for preparation or analysis exceeded	Narr	See Case Narrative
N	Analyte not NELAC certified	NC	Not Confirmed
B	Analyte detected in the associated Method Blank		

Analytical Environmental Services, Inc.

Date: *11-Jan-07*

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611F12-005

Client Sample ID: MW-9
Collection Date: 11/28/2006 12:15:00 PM
Matrix: GROUNDWATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
TOTAL METALS BY ICP			**E200.7**		**(E200.7)**		Analyst: **LKW**
Barium	0.0132	0.0100		mg/L	78326	1	12/4/2006 2:08 PM
TCL VOLATILE ORGANICS			**SW8260B**		**(SW5030B)**		Analyst: **NWH**
1,1-Dichloroethane	BRL	5.0		µg/L	78322	1	12/4/2006 3:00 PM
Benzene	BRL	5.0		µg/L	78322	1	12/4/2006 3:00 PM
cis-1,2-Dichloroethene	BRL	5.0		µg/L	78322	1	12/4/2006 3:00 PM
Tetrachloroethene	BRL	5.0		µg/L	78322	1	12/4/2006 3:00 PM
trans-1,2-Dichloroethene	BRL	5.0		µg/L	78322	1	12/4/2006 3:00 PM
Trichloroethene	BRL	5.0		µg/L	78322	1	12/4/2006 3:00 PM
Vinyl chloride	BRL	2.0		µg/L	78322	1	12/4/2006 3:00 PM
Surr: 4-Bromofluorobenzene	87.9	63.7-115		%REC	78322	1	12/4/2006 3:00 PM
Surr: Dibromofluoromethane	97.9	70.4-123		%REC	78322	1	12/4/2006 3:00 PM
Surr: Toluene-d8	91.7	73.4-115		%REC	78322	1	12/4/2006 3:00 PM
SULFIDE BY SW9030/9034			**SW9030**		**(SW9030)**		Analyst: **RD**
Sulfide	BRL	2.00		mg/L	78258	1	11/30/2006 3:20 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	E	Estimated (Value above quantitation range)
BRL	Below Reporting Limit	S	Surrogate Recovery outside accepted recovery limits
H	Holding times for preparation or analysis exceeded	Narr	See Case Narrative
N	Analyte not NELAC certified	NC	Not Confirmed
B	Analyte detected in the associated Method Blank		

Analytical Environmental Services, Inc.

Date: 11-Jan-07

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611F12-006

Client Sample ID: RW-2R
Collection Date: 11/28/2006 10:50:00 AM
Matrix: GROUNDWATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
TOTAL METALS BY ICP			**E200.7**		**(E200.7)**		Analyst: **LKW**
Barium	0.0692	0.0100		mg/L	78326	1	12/4/2006 2:11 PM
TCL VOLATILE ORGANICS			**SW8260B**		**(SW5030B)**		Analyst: **NWH**
1,1-Dichloroethane	BRL	5.0		µg/L	78322	1	12/4/2006 3:27 PM
Benzene	BRL	5.0		µg/L	78322	1	12/4/2006 3:27 PM
cis-1,2-Dichloroethene	BRL	5.0		µg/L	78322	1	12/4/2006 3:27 PM
Tetrachloroethene	BRL	5.0		µg/L	78322	1	12/4/2006 3:27 PM
trans-1,2-Dichloroethene	BRL	5.0		µg/L	78322	1	12/4/2006 3:27 PM
Trichloroethene	BRL	5.0		µg/L	78322	1	12/4/2006 3:27 PM
Vinyl chloride	3.5	2.0		µg/L	78322	1	12/4/2006 3:27 PM
Surr: 4-Bromofluorobenzene	92.3	63.7-115		%REC	78322	1	12/4/2006 3:27 PM
Surr: Dibromofluoromethane	98.6	70.4-123		%REC	78322	1	12/4/2006 3:27 PM
Surr: Toluene-d8	91.8	73.4-115		%REC	78322	1	12/4/2006 3:27 PM
SULFIDE BY SW9030/9034			**SW9030**		**(SW9030)**		Analyst: **RD**
Sulfide	BRL	2.00		mg/L	78258	1	11/30/2006 3:20 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	E	Estimated (Value above quantitation range)
BRL	Below Reporting Limit	S	Surrogate Recovery outside accepted recovery limits
H	Holding times for preparation or analysis exceeded	Narr	See Case Narrative
N	Analyte not NELAC certified	NC	Not Confirmed
B	Analyte detected in the associated Method Blank		

Analytical Environmental Services, Inc.

Date: 11-Jan-07

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611F12-007

Client Sample ID: RW-3
Collection Date: 11/28/2006 10:40:00 AM
Matrix: GROUNDWATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
TOTAL METALS BY ICP			E200.7		(E200.7)		Analyst: LKW
Barium	0.0229	0.0100		mg/L	78326	1	12/4/2006 2:14 PM
TCL VOLATILE ORGANICS			SW8260B		(SW5030B)		Analyst: HW
1,1-Dichloroethane	BRL	5.0		µg/L	78316	1	12/1/2006 2:10 PM
Benzene	BRL	5.0		µg/L	78316	1	12/1/2006 2:10 PM
cis-1,2-Dichloroethene	33	5.0		µg/L	78316	1	12/1/2006 2:10 PM
Tetrachloroethene	BRL	5.0		µg/L	78316	1	12/1/2006 2:10 PM
trans-1,2-Dichloroethene	BRL	5.0		µg/L	78316	1	12/1/2006 2:10 PM
Trichloroethene	BRL	5.0		µg/L	78316	1	12/1/2006 2:10 PM
Vinyl chloride	BRL	2.0		µg/L	78316	1	12/1/2006 2:10 PM
Surr: 4-Bromofluorobenzene	84.8	63.7-115		%REC	78316	1	12/1/2006 2:10 PM
Surr: Dibromofluoromethane	89.3	70.4-123		%REC	78316	1	12/1/2006 2:10 PM
Surr: Toluene-d8	81.4	73.4-115		%REC	78316	1	12/1/2006 2:10 PM
SULFIDE BY SW9030/9034			SW9030		(SW9030)		Analyst: RD
Sulfide	BRL	2.00		mg/L	78258	1	11/30/2006 3:20 PM

Qualifiers:
- * Value exceeds Maximum Contaminant Level
- BRL Below Reporting Limit
- H Holding times for preparation or analysis exceeded
- N Analyte not NELAC certified
- B Analyte detected in the associated Method Blank
- E Estimated (Value above quantitation range)
- S Surrogate Recovery outside accepted recovery limits
- Narr See Case Narrative
- NC Not Confirmed

Analytical Environmental Services, Inc.

Date: *11-Jan-07*

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611F12-008

Client Sample ID: RW-4
Collection Date: 11/28/2006 11:00:00 AM
Matrix: GROUNDWATER

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
TOTAL METALS BY ICP			**E200.7**		**(E200.7)**		Analyst: **LKW**
Barium	0.0408	0.0100		mg/L	78326	1	12/4/2006 2:17 PM
TCL VOLATILE ORGANICS			**SW8260B**		**(SW5030B)**		Analyst: **HW**
1,1-Dichloroethane	BRL	5.0		µg/L	78316	1	12/1/2006 2:35 PM
Benzene	BRL	5.0		µg/L	78316	1	12/1/2006 2:35 PM
cis-1,2-Dichloroethene	BRL	5.0		µg/L	78316	1	12/1/2006 2:35 PM
Tetrachloroethene	8.4	5.0		µg/L	78316	1	12/1/2006 2:35 PM
trans-1,2-Dichloroethene	BRL	5.0		µg/L	78316	1	12/1/2006 2:35 PM
Trichloroethene	BRL	5.0		µg/L	78316	1	12/1/2006 2:35 PM
Vinyl chloride	BRL	2.0		µg/L	78316	1	12/1/2006 2:35 PM
Surr: 4-Bromofluorobenzene	77.8	63.7-115		%REC	78316	1	12/1/2006 2:35 PM
Surr: Dibromofluoromethane	93.8	70.4-123		%REC	78316	1	12/1/2006 2:35 PM
Surr: Toluene-d8	70.4	73.4-115	S	%REC	78316	1	12/1/2006 2:35 PM
SULFIDE BY SW9030/9034			**SW9030**		**(SW9030)**		Analyst: **RD**
Sulfide	BRL	2.00		mg/L	78258	1	11/30/2006 3:20 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	E	Estimated (Value above quantitation range)
BRL	Below Reporting Limit	S	Surrogate Recovery outside accepted recovery limits
H	Holding times for preparation or analysis exceeded	Narr	See Case Narrative
N	Analyte not NELAC certified	NC	Not Confirmed
B	Analyte detected in the associated Method Blank		

Analytical Environmental Services, Inc.

Date: *11-Jan-07*

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611F12-009

Client Sample ID: Trip Blank 1
Collection Date: 11/29/2006
Matrix: AQUEOUS

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
TCL VOLATILE ORGANICS		SW8260B			(SW5030B)		Analyst: NWH
1,1-Dichloroethane	BRL	5.0		µg/L	78322	1	12/4/2006 1:40 PM
Benzene	BRL	5.0		µg/L	78322	1	12/4/2006 1:40 PM
cis-1,2-Dichloroethene	BRL	5.0		µg/L	78322	1	12/4/2006 1:40 PM
Tetrachloroethene	BRL	5.0		µg/L	78322	1	12/4/2006 1:40 PM
trans-1,2-Dichloroethene	BRL	5.0		µg/L	78322	1	12/4/2006 1:40 PM
Trichloroethene	BRL	5.0		µg/L	78322	1	12/4/2006 1:40 PM
Vinyl chloride	BRL	2.0		µg/L	78322	1	12/4/2006 1:40 PM
Surr: 4-Bromofluorobenzene	88.8	63.7-115		%REC	78322	1	12/4/2006 1:40 PM
Surr: Dibromofluoromethane	97.2	70.4-123		%REC	78322	1	12/4/2006 1:40 PM
Surr: Toluene-d8	91.7	73.4-115		%REC	78322	1	12/4/2006 1:40 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	E	Estimated (Value above quantitation range)
BRL	Below Reporting Limit	S	Surrogate Recovery outside accepted recovery limits
H	Holding times for preparation or analysis exceeded	Narr	See Case Narrative
N	Analyte not NELAC certified	NC	Not Confirmed
B	Analyte detected in the associated Method Blank		

Analytical Environmental Services, Inc.

Date: 11-Jan-07

CLIENT: Dobbs Environmental
Project: AZS
Lab ID: 0611F12-010

Client Sample ID: Trip Blank 2
Collection Date: 11/29/2006
Matrix: AQUEOUS

Analyses	Result	Reporting Limit	Qual	Units	BatchID	Dilution Factor	Date Analyzed
TCL VOLATILE ORGANICS		SW8260B			(SW5030B)		Analyst: NWH
1,1-Dichloroethane	BRL	5.0		µg/L	78322	1	12/4/2006 2:07 PM
Benzene	BRL	5.0		µg/L	78322	1	12/4/2006 2:07 PM
cis-1,2-Dichloroethene	BRL	5.0		µg/L	78322	1	12/4/2006 2:07 PM
Tetrachloroethene	BRL	5.0		µg/L	78322	1	12/4/2006 2:07 PM
trans-1,2-Dichloroethene	BRL	5.0		µg/L	78322	1	12/4/2006 2:07 PM
Trichloroethene	BRL	5.0		µg/L	78322	1	12/4/2006 2:07 PM
Vinyl chloride	BRL	2.0		µg/L	78322	1	12/4/2006 2:07 PM
Surr: 4-Bromofluorobenzene	89.5	63.7-115		%REC	78322	1	12/4/2006 2:07 PM
Surr: Dibromofluoromethane	97.5	70.4-123		%REC	78322	1	12/4/2006 2:07 PM
Surr: Toluene-d8	90.6	73.4-115		%REC	78322	1	12/4/2006 2:07 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	E	Estimated (Value above quantitation range)
BRL	Below Reporting Limit	S	Surrogate Recovery outside accepted recovery limits
H	Holding times for preparation or analysis exceeded	Narr	See Case Narrative
N	Analyte not NELAC certified	NC	Not Confirmed
B	Analyte detected in the associated Method Blank		

Analytical Environmental Services, Inc.

Date: *11-Jan-07*

CLIENT:	Dobbs Environmental	Client Sample ID:	MW-1
Lab Order:	0611F12	Tag Number:	
Project:	AZS	Collection Date:	11/28/2006 12:30:00 PM
Lab ID:	0611F12-001C	Matrix:	GROUNDWATER

Analyses	Result	Qual	MDL	Rpt. Limit	Units	BatchID	DF	Date Analyzed
FORMALDEHYDE			**SW8315A**				Analyst: FN	
Formaldehyde	BRL		2.6	10	µg/L	78271	1	12/1/2006 7:25:12 PM

lifiers:	*	Value exceeds Maximum Contaminant Level	B	Analyte detected in the associated Method Blank
	BRL	Below Reporting Limit	E	Value above quantitation range
	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
	N	Analyte not NELAC certified	P	NELAC analyte certification pending
	Rpt Limit	Reporting Limit	S	Spike Recovery outside accepted recovery limits

Analytical Environmental Services, Inc.

Date: 11-Jan-07

CLIENT:	Dobbs Environmental	Client Sample ID:	MW-20
Lab Order:	0611F12	Tag Number:	
Project:	AZS	Collection Date:	11/28/2006 12:45:00 PM
Lab ID:	0611F12-002C	Matrix:	GROUNDWATER

Analyses	Result	Qual	MDL	Rpt. Limit	Units	BatchID	DF	Date Analyzed
FORMALDEHYDE			**SW8315A**					Analyst: FN
Formaldehyde	13		2.6	10	µg/L	78271	1	12/1/2006 7:36:13 PM

fiers:	*	Value exceeds Maximum Contaminant Level	B	Analyte detected in the associated Method Blank
	BRL	Below Reporting Limit	E	Value above quantitation range
	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
	N	Analyte not NELAC certified	P	NELAC analyte certification pending
	Rpt Limit	Reporting Limit	S	Spike Recovery outside accepted recovery limits

Analytical Environmental Services, Inc.

Date: *11-Jan-07*

CLIENT:	Dobbs Environmental	Client Sample ID:	MW-24
Lab Order:	0611F12	Tag Number:	
Project:	AZS	Collection Date:	11/28/2006 1:00:00 PM
Lab ID:	0611F12-003C	Matrix:	GROUNDWATER

Analyses	Result	Qual	MDL	Rpt. Limit	Units	BatchID	DF	Date Analyzed
FORMALDEHYDE			**SW8315A**					Analyst: FN
Formaldehyde	87		2.6	10	µg/L	78271	1	12/1/2006 7:47:13 PM

alifiers:	*	Value exceeds Maximum Contaminant Level	B	Analyte detected in the associated Method Blank
	BRL	Below Reporting Limit	E	Value above quantitation range
	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
	N	Analyte not NELAC certified	P	NELAC analyte certification pending
	Rpt Limit	Reporting Limit	S	Spike Recovery outside accepted recovery limits

Analytical Environmental Services, Inc.

Date: *11-Jan-07*

CLIENT:	Dobbs Environmental	Client Sample ID:	MW-23
Lab Order:	0611F12	Tag Number:	
Project:	AZS	Collection Date:	11/28/2006 12:00:00 PM
Lab ID:	0611F12-004D	Matrix:	GROUNDWATER

Analyses	Result	Qual	MDL	Rpt. Limit	Units	BatchID	DF	Date Analyzed
FORMALDEHYDE			**SW8315A**				Analyst: **FN**	
Formaldehyde	BRL		2.6	10	µg/L	78271	1	12/1/2006 8:09:19 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	B	Analyte detected in the associated Method Blank
BRL	Below Reporting Limit	E	Value above quantitation range
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
N	Analyte not NELAC certified	P	NELAC analyte certification pending
Rpt Limit	Reporting Limit	S	Spike Recovery outside accepted recovery limits

Analytical Environmental Services, Inc.

Date: *11-Jan-07*

CLIENT:	Dobbs Environmental	Client Sample ID:	MW-9
Lab Order:	0611F12	Tag Number:	
Project:	AZS	Collection Date:	11/28/2006 12:15:00 PM
Lab ID:	0611F12-005D	Matrix:	GROUNDWATER

Analyses	Result	Qual	MDL	Rpt. Limit	Units	BatchID	DF	Date Analyzed
FORMALDEHYDE			**SW8315A**				Analyst: **FN**	
Formaldehyde	BRL		2.6	10	µg/L	78271	1	12/1/2006 8:20:20 PM

lifiers:	*	Value exceeds Maximum Contaminant Level	B	Analyte detected in the associated Method Blank
	BRL	Below Reporting Limit	E	Value above quantitation range
	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
	N	Analyte not NELAC certified	P	NELAC analyte certification pending
	Rpt Limit	Reporting Limit	S	Spike Recovery outside accepted recovery limits

Analytical Environmental Services, Inc.

Date: 11-Jan-07

CLIENT: Dobbs Environmental
Lab Order: 0611F12
Project: AZS
Lab ID: 0611F12-006D

Client Sample ID: RW-2R
Tag Number:
Collection Date: 11/28/2006 10:50:00 AM
Matrix: GROUNDWATER

Analyses	Result	Qual	MDL	Rpt. Limit	Units	BatchID	DF	Date Analyzed
FORMALDEHYDE			**SW8315A**				Analyst: FN	
Formaldehyde	200		2.6	10	µg/L	78271	1	12/1/2006 8:31:24 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	B	Analyte detected in the associated Method Blank
BRL	Below Reporting Limit	E	Value above quantitation range
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
N	Analyte not NELAC certified	P	NELAC analyte certification pending
Rpt Limit	Reporting Limit	S	Spike Recovery outside accepted recovery limits

Analytical Environmental Services, Inc.

Date: *11-Jan-07*

CLIENT:	Dobbs Environmental	Client Sample ID:	RW-3
Lab Order:	0611F12	Tag Number:	
Project:	AZS	Collection Date:	11/28/2006 10:40:00 AM
Lab ID:	0611F12-007D	Matrix:	GROUNDWATER

Analyses	Result	Qual	MDL	Rpt. Limit	Units	BatchID	DF	Date Analyzed
FORMALDEHYDE			**SW8315A**				Analyst: FN	
Formaldehyde	1400		26	100	µg/L	78271	1	12/1/2006 8:42:26 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level	B	Analyte detected in the associated Method Blank
BRL	Below Reporting Limit	E	Value above quantitation range
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
N	Analyte not NELAC certified	P	NELAC analyte certification pending
Rpt Limit	Reporting Limit	S	Spike Recovery outside accepted recovery limits

Analytical Environmental Services, Inc.

Date: 11-Jan-07

CLIENT: Dobbs Environmental
Lab Order: 0611F12
Project: AZS
Lab ID: 0611F12-008D

Client Sample ID: RW-4
Tag Number:
Collection Date: 11/28/2006 11:00:00 AM
Matrix: GROUNDWATER

Analyses	Result	Qual	MDL	Rpt. Limit	Units	BatchID	DF	Date Analyzed
FORMALDEHYDE			**SW8315A**					Analyst: FN
Formaldehyde	63	J	26	100	µg/L	78271	1	12/1/2006 8:55:25 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level
BRL	Below Reporting Limit
H	Holding times for preparation or analysis exceeded
N	Analyte not NELAC certified
Rpt Limit	Reporting Limit
B	Analyte detected in the associated Method Blank
E	Value above quantitation range
J	Analyte detected below quantitation limits
P	NELAC analyte certification pending
S	Spike Recovery outside accepted recovery limits

Analytical Environmental Services, Inc. Date: *11-Jan-07*

CLIENT: Dobbs Environmental
Project: AZS
Lab Order: 0611F12

CASE NARRATIVE

Sample Receipt Non-Conformance:

Two sets of Trip Blanks were provided but are not listed on the COC. Trip Blanks will be analyzed at no cost to the client.

Analyze for 1,1-DCE in addition to other analytes per Chuck Hill on 12/1/2006.

Samples were analyzed using the methods outlined in the following references:

Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, SW846, 4th Edition. All method blanks, laboratory spikes, and/or matrix spikes met quality assurance objectives unless indicated in the case narrative.

Formaldehyde Analysis by Method 8315:

Due to sample matrix, sample 0611F12-008D required dilution during preparation resulting in elevated reporting limits.

Volatile Organic Compounds Analysis by Method 8260B:

Percent recovery for the surrogate spiking compound Toluene-d8 on sample 0611F12-008A was outside control limits biased low due to suspected matrix interference. All other surrogate recoveries were within control limits.

Report 1,1-DCA instead of 1,1-DCE per Chuck Hill on 1/10/2007.

Report Formaldehyde with "J" flags, and everything else without per Chuck Hill on 1/11/2007.

Georgia Department of Natural Resources

2 Martin Luther King, Jr. Drive, S.E., Suite 1462 East, Atlanta, Georgia 30334-9000
Noel Holcomb, Commissioner
Environmental Protection Division
Carol A. Couch, PhD., Director
404/657-8600

October 26, 2006

Ms. Joan Sasine
Powell Goldstein LLP
1201 West Peachtree Street, NW 14th Floor
Atlanta, GA 30309

COPY

Re: HSRA Release Notification
Former Cargill, Inc. Site
Atlanta, Fulton County, Georgia

Dear Ms. Sasine:

Pursuant to the Rules for Hazardous Site Response, specifically Rule 391-3-19-.05(1) "Listing on the Hazardous Site Inventory," the Environmental Protection Division (EPD) has evaluated the above referenced property to determine whether a release exceeding a reportable quantity has occurred.

Based upon the information available to EPD at the time this evaluation was done, including your notification dated June 30, 2006; EPD has no reason to believe that a release exceeding a reportable quantity has occurred at this property. The property was evaluated as having unlimited access, non-residential use with the nearest drinking water well located greater than one mile from the site. Enclosed is a copy of our inspection report, recommendation memorandum, and Reportable Quantities Screening Method (RQSM) score sheet that summarize the conditions used to evaluate this property. Based on this information, this property will not be listed on the Hazardous Site Inventory.

As provided for in Section 391-3-9-.04(4) of the Rules, the owner of the property must notify EPD if they become aware of any information not provided in the notification that should have been provided, or if they become aware of any information or events that suggest changes may have occurred in any of the conditions referenced in the attached documents. Please provide a copy of this letter and the attached documents to any person to which title or an interest in this property is transferred.

Please direct questions regarding this matter to Kelly Norwood of the Hazardous Sites Response Program at (404) 657-8600.

Sincerely,

Alexandra Y. Cleary
Unit Coordinator
Hazardous Sites Response Program

File: Non-HSI (Cargill Incorporated, Fulton County)
Encl.: Release Notification form
Trip Report
RQSM Score sheet
Recommendation Memorandum

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Georgia Department of Natural Resources

2 Martin Luther King Jr., Drive, Suite 1154 East Floyd Tower, Atlanta, Georgia 30334
Noel Holcomb, Commissioner
Carol A. Couch, Ph.D., Director
Environmental Protection Division
Hazardous Waste Management Branch
(404) 656-7802

Memorandum

FILE COPY

To: Lael Butler
US EPA Region 4

From: Bill Mundy
EPD state of Georgia

Subject: Environmental Indicator reports and NCAPS rankings for Kerr McGee and AZS

Date: September 19, 2006

Attached please find the reports prepared to document that AZS has achieved the environmental indicator for both human health (725) and migration of groundwater (750). Highlights of the report are as follows:

1) Years of groundwater data confirm that the contamination present has not migrated in many years. Unfortunately there is an off-site source, city of Atlanta sewer that is contributing the same solvents at the up-gradient boundary of the facility as those that have historically been detected onsite, but usually not above a standard.
2) There may be solvent contamination deep in the rock, but the off-site property owner has repeatedly denied AZS access.
3) Because AZS is in an area of rebirth, a group has purchased the concentric circle ring around the regulated units and they are preparing to develop it. On numerous occasions we have met with the new owners who refuse to accept that they have RCRA liability for buying a RCRA facility. This will no doubt remain dormant until the legal issues are resolved.
4) One thing about the new owners, they enclosed the property by putting up a fence around all of it. Although there had not been human exposures that weren't controlled, the fence now provides the absolute protection that prior to now could have been argued against. I am pleased to provide these reports and summary for your review and or comment.

Also, please find the documentation for the NCAPS rankings for AZS-Atlanta and Kerr-McGee – Savannah. Moreover, I would like to personally thank Ms. Anita Shipley for her support, insight and rolled-up-her-sleeves help on this process. Not only did Ms. Shipley provide a valuable technical perspective to this process, she ensured that Georgia completed the evaluations in a manner consistent with the high standard EPA has always required of its contractors. Examples like this confirm in my mind the true value and uncompromising quality of the teamwork that Georgia and EPA have come to expect. With every success, our bond grows stronger.

BM:lm
Attachments: CA725 and CA750 for AZS, Atlanta

Georgia Department of Natural Resources

2 Martin Luther King, Jr. Drive, S.E., Suite 1462 East, Atlanta, Georgia 30334-9000
Noel Holcomb, Commissioner
Environmental Protection Division
Carol A. Couch, PhD., Director
404/657-8600

June 9, 2005

CERTIFIED MAIL
Return Receipt Requested

Joan Sasine
Powell Goldstein LLP
1201 West Peachtree Street, NW
14th Floor
Atlanta, GA 30309

COPY

Re: HSRA Release Notification
Former Cargill, Inc. Site
Atlanta, Fulton County, Georgia

Dear Ms. Sasine:

Pursuant to the Rules for Hazardous Site Response, specifically Rule 391-3-19-.05(1) "Listing on the Hazardous Site Inventory," the Environmental Protection Division (EPD) has evaluated the above referenced property to determine whether a release exceeding a reportable quantity has occurred.

Based upon the information available to EPD at the time this evaluation was done, including your notification dated April 13, 2005, EPD has no reason to believe that a release exceeding a reportable quantity has occurred at this property. The property was evaluated as having unlimited access, no soil contamination, and non-residential use with the nearest drinking water well located greater than three miles from the site. Enclosed is a copy of our recommendation memorandum and Reportable Quantities Screening Method (RQSM) score sheet that summarize the conditions used to evaluate this property. Based on this information, this property will not be listed on the Hazardous Site Inventory.

As provided for in Section 391-3-9-.04(4) of the Rules, the owner of the property must notify EPD if they become aware of any information not provided in the notification that should have been provided, or if they become aware of any information or events that suggest changes may have occurred in any of the conditions referenced in the attached documents. Please provide a copy of this letter and the attached documents to any person to which title or an interest in this property is transferred.

Please direct questions regarding this matter to Kelly Norwood of the Hazardous Sites Response Program at (404) 657-8600.

Sincerely,

Alexandra Y. Cleary
Unit Coordinator
Hazardous Sites Response Program

File: Non-HSI (Cargill, Inc., Fulton County)
Encl.: Release Notification form
RQSM Score sheet
Recommendation Memorandum

S:\RDRIVE\KELLY\SITES\1 non-HSI\Cargill Facility\2nd Cargill non-HSI letter.doc

Georgia Department of Natural Resources

2 Martin Luther King, Jr. Drive, SE, Suite 1154 East, Atlanta, Georgia 30334-9000
Lonice C. Barrett, Commissioner
Environmental Protection Division
Carol Couch PhD, Director
Phone 404/656-7802 FAX 404/651-9425

MEMORANDUM

TO: Bill Mundy

FROM: Derrick Williams

DATE: April, 2005

SUBJECT: Monthly Report –
Hazardous Waste Management Branch

Program Development and Administration

Community/Industry Outreach

Site Investigation and Cleanup Activities Under Authority of State Superfund Law

A member of the Corrective Action Program evaluated the HSRA Notification Package for the Jack's Cleaners facility located in Marietta, Georgia. Volatile organic constituents were detected in groundwater at the facility. As part of this evaluation, a windshield survey of the site area was performed to locate the closest residence, school / day care, and drinking water well. Based on the information from the windshield survey, the site will be scored using the Reportable Quantities Screening Method. The site is not suspected to be placed on the HSI list.

Removals from Hazardous Site Inventory

Compliance Monitoring, Inspections, and Enforcement

Representatives of the Corrective Action Program (CAP) conducted an Operation and Maintenance (O&M) Inspection and a Corrective Action Oversight (CAO) Evaluation at the Blue Bird Body Company located in Fort Valley. In general, the O&M Inspection focuses on the manner in which a

facility is operating and maintaining the groundwater monitoring program associated with the groundwater contamination, while the CAO Evaluation focuses on the manner in which the facility is operating and maintaining the corrective action program for the contaminated media. A trip report has been developed and a compliance letter will be forwarded to Blue Bird relaying the CAP's inspection/evaluation findings. The groundwater monitoring and corrective action programs at the Blue Bird facility were adequately operated and maintained with several exceptions. The permit-required quarterly inspections of the monitoring wells were not documented during the past year, and a field blank was not collected during the recent sampling event. The performance of the inspection/evaluation will ensure the groundwater monitoring and corrective action programs are being operated and maintained in such a fashion as to ensure the protection of human health and the environment.

Cleanup and Removal Activities

A representative of the Corrective Action Program continued reviewing the Treatability Study Report for Barrier Wall Construction & Solidification/Stabilization for the Brunswick Wood Preserving NPL Site located in Brunswick. The study presents the treatability testing scope, data quality objectives, the methodology and recommendations derived from the studies for the barrier walls and solidification/stabilization of site materials.

Representatives of the Corrective Action Program held face-to-face meeting and teleconference with **Air Liquide** Corp. (Savannah) representative of the facility. As a result, coordination of outstanding CAP issues discussed and future efforts required for achieving clean up goals. Effectiveness sampling, soil remediation recommendations, and ground-water delineation activities are forthcoming for EPD review.

Corrective Action/Environmental Indicators Required Under RCRA

Representatives of the Corrective Action Program completed an evaluation of Dowling Bag Company Inc.'s *Semi-Annual Effectiveness Report, July 2004 –December 2004*. The report summarizes the effectiveness of the one pumping well and four in-well aeration wells operating at the closed landfill during the period of July 2004 through December 2004. Based on the information provided in the report, the corrective action system has been effective in removing hazardous constituents from the groundwater as is required under 40 CFR 264.100. A total of 3,850 gallons of groundwater were recovered by the pumping well during the reporting period. A review memorandum and letter have been drafted as a result of the review. The performance of this review will ensure the groundwater corrective action program will be operated, maintained, and evaluated in such a fashion as to allow for the protection of human health and the environment.

Representatives of the Corrective Action Program held face-to-face meeting and teleconferences with **Southwire** Corp. (Carrolton) representative of the facility. As a result, coordination and comprehensive schedule were establish to finalize the RCRA Facility Investigation (RFI) for both

Copper and Wire Divisions, and several Interim Corrective Measures (ICM) ; identify critical issues and opportunities for facilitating development of Corrective Action Plans. The status of these submittals and reviews, achieving agreement on approval of modified risk assessments, Remedial Goal Options (RGO) submittal process and timing were scheduled for organization of critical items to progress smoothly without delay of the clean-up process to get into Corrective Action. Methods were discussed to move the risk assessment and ultimate remediation of the Copper and Wire Divisions of the facility towards closure such that the site will be protective of human health and the environment. Many of the risk assessment issues have already been resolved as a result of these discussions.

Risk Assessment Issues

Permitting

Representatives of the Corrective Action Program (CAP) reviewed the Post-Closure Care / Hazardous Waste Permit Application submitted for the AZS Chemical site in Atlanta, GA. The permit application contains detailed information about the operations formerly and presently conducted at the facility, including corrective action activities, inspections, and groundwater monitoring. The review focused on completeness and technical adequacy of the information provided.

Variances

Meetings

Representatives of the Corrective Action Program held a meeting with representatives of the AZS Facility on April 12, 2005. The meeting was in regards to the AZS Facility located in Atlanta, Georgia. Discussed at the meeting were two major issues. One being the contamination that is thought of coming from an off-site source and the other was the steps AZS will have to take in order to get out of the existing permit. It was determined that AZS will first investigate the unknown source of contamination and then apply for a variance under the Hazardous Waste Management Act.

Representatives meet with representative from Tosoh America to discuss expediting the correct remedial action program at AZS.

Conferences/Training

A representative of the Corrective Action Program attended a seminar titled "Understanding and Accelerating Remediation of Contaminated Groundwater". The seminar provided information about

the advanced, low-cost methods of stimulated rapid degradation of common groundwater contaminates.

A representative of the Corrective Action Program participated in the DNR Emerging Leaders Program. The focus of the third session was exposure to the viewpoint of the regulated industry. During the session, the environmental decision makers for Georgia Power, Atlanta Gas Light Resources, and Southwire discussed environmental issues associated with their industry. During the session, participants toured the Georgia Power's Wansley Coal Fired Power Plant, Southwire's Utility Wire Manufacturing Plant, and AGL's Liquid Natural Gas Plant.

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Georgia Department of Natural Resource

2 Martin Luther King, Jr. Drive, S.E., Suite 1152 East Tower, Atlanta, Georgia 30334-90(
Noel Holcomb, Commission
Carol A. Couch, Ph.D., Direct
Environmental Protection Divisic
404/656-471

COPY

April 18, 2005

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Denny Dobbs
Dobbs Environmental
P.O. Box 3020
Covington, GA 30015-3020

Re: AZS Post-Closure Care Permit Application

Dear Mr. Dobbs:

The Georgia Environmental Protection Division (EPD) has conducted an administrative and technical completeness review of the Post-Closure Care Permit application for the AZS facility. EPD finds that the application needs a few corrections and amendments to make the application complete. The following are EPD's comments:

General Comments:

1. Section A-4- A phone number for the facility contact could not be found. In accordance with 40 CFR 270.13(d), the operator's name, address, telephone number ownership status and status as Federal, State, private, public or other entity needs is required.

2. Section A-21- The phone number and address for the facility owner could not be found. In accordance with 40 CFR 270.13(e), the owner's name, address and telephone number is required.

3. Section F-1- The permit application states, that a chain link fence secures the site, however, noted from site visits the fence is no longer in good repair. In accordance with 40 CFR 270.14(b)(4), security measures are required by 40 CFR 264.14. 40 CFR 264.14(b)(2)(i) states, that the facility must have an artificial or natural barrier (e.g. a fence in good repair etc.), which completely surrounds the active portion of the facility.

4. Section I-6 and I-7- Documentation of financial assurance could not be found. A cost estimate and financial assurance is required by 40 CFR 270.14(b)(18). The EPD will not grant a wavier or partial wavier for financial assurance. Please provide a post-closure cost estimate and financial assurance instrument in accordance with 40 CFR 264 Subpart H.

5. Additionally, the EPD is aware of a recent soil sampling event on AZS property. In accordance with 40 CFR 270.14(d), AZS is required to submit information for each solid waste management unit.

Groundwater Comments:

1. Section E-5, Table 30 – Table 30 is somewhat confusing regarding the sampling schedule for wells that will be sampled on a rotation basis. It is EPD's understanding that for the Series Ponds area one POC well will be sampled annually for Appendix IX constituents, and the remaining POC wells will be sampled during the same year for the site-specific COC listed in the permit application. The POC wells will be rotated, so that each year a different POC well will be sampled for Appendix IX constituents. Additionally, based on our understanding of the sampling schedule, the "comment" column of Table 30 should indicate "1st year" for well MW-9, and " 2nd year" for well MW-10 and follow this rotation for the following years. Similarly, for wells MW-22, MW-48, and MW-50, the " comment" column should indicate "1st year" for well MW-22, "2nd year" for well MW-48, and "3rd year" for well MW-50.

2. Section E-5- Groundwater Protection Standards (Page 33) – Criteria No. 2 should refer to 40 CFR Part 264.94 instead of 40 CFR Part 254.94.

3. Sections E-5 (page 35), E-5c, and E-6c – EPD requests that if a new constituent is detected in a POC well at the Polymer Pond or Series Pond areas, its concentration will be compared to the respective background level and / or Groundwater Protection Standard. If no background data is available for that constituent, the POC well and the background well must be resampled within 30 days from the date that the POC sample was collected.

4. Section E-5 – Table 3 – The proposed Groundwater Protection Standards proposed for acetone, carbon disulfide, 1,4-dioxane, formaldehyde, methylene chloride, and tetrachloroethylene were selected based on the highest background levels historically detected for these constituents. Based on our review of the background analytical data, it is possible that some of the selected values may be potential outliers or concentrations that are not representative of the current groundwater quality at background locations. As a result, we request that a statistical analysis be performed to 1) identify potential outliers, and 2) assess background conditions that are representative of the groundwater quality at the time of sampling.

5. Section E-5a – Groundwater recovery wells RW-2R, RW-3, and RW-4 have been regularly sampled as part of the ongoing groundwater monitoring program. We request to continue sampling these wells at least once a year for the site-specific COC listed in the permit. Since the proposed corrective action at the Series Ponds indicates that only two of the three will be operated at any given time, analytical data from the recovery wells will be used to evaluate 1) the efficiency and effectiveness of the two wells selected to be in operation, and 2) whether changes to the groundwater recovery strategy are warranted.

6. Section E-5b – Table 25 – The use of PVC bailers for groundwater sampling has been proposed in the permit application. It has been documented that PVC, as a material, has the tendency for sorption and leaching of some metals and organic constituents. While it is acceptable to use PVC bailers for purging, EPD requests that Teflon bailers be used for the collection of the groundwater samples. In addition, the indicator parameter of turbidity should be monitored during purging and prior to sample collection. Turbidity data will provide information on the quality of the groundwater sample. According to 40 CFR 264.97, the groundwater monitoring program should provide data that is representative of the groundwater quality at the sampling locations. As a result, to the extent feasible, sources of bias to the sampling results should be eliminated or minimized. For this purpose, groundwater sampling activities should be performed according to the procedures described in USEPA Region 4 Environmental Investigations Standard Operation Procedures and Quality Assurance Manual (dated November 2001).

7. Section E-5b – Table 26 – Surface water samples should be collected using Teflon or stainless steel equipment. As an alternative, the sample containers may be directly used to obtain the surface water sample. Surface water sampling activities should be performed according to the procedures described in USEPA Region 4 Environmental Investigations Standard Operation Procedures and Quality Assurance Manual (dated November 2001).

8. Section E-5b – Table 27 – The analytical methods for 1,4-dioxane and mercury should be SW-846 Methods 8260A and 7470A, respectively.

9. Section E-5b – Data Reporting – As indicated in Section E-8c (Site Inspections) the Semiannual Effectiveness Reports submitted to EPD will include the inspection forms completed during the reporting period. We understand that the inspections will be performed following the schedule presented in Table 29.

10. Section E-5d – This section indicates that the statistical evaluation of the analytical data will be performed using the methods described in SW-846 Chapter 9. However, no specific information is included indicating which method will be used. The selected statistical technique(s) must comply with the requirements and performance standards specified in 40 CFR 264.97.

11. Section E-6b – The background well is erroneously referred to as well MW-12 instead of well MW-1. Please correct page 38. In addition, EPD requests that well MW-24 be added to the groundwater monitoring program as a POC well, and rotated with MW-20 for Appendix IX analysis.

12. Section E-8a – In this section, AZS proposes to eliminate several metals from the groundwater monitoring program. Specifically, site analytical data is compared to the data presented in Geologic Atlas 3 – A Geochemical Atlas of Georgia published by the Georgia Geological Survey. This publication presents the distributions of metals (in

sediments) in various areas of the state, including the vicinity of the AZS facility. Since the EPD requires that site data be compared with site-specific background levels in the media of interest, it is not appropriate to compare the groundwater analytical results to sediments regional values. If it is suspected that sediments present in the groundwater samples might be a source of bias in the groundwater results, the low-flow / low volume groundwater purging and sampling technique (or any other appropriate technique) may be considered to modify the sampling protocol. Based on the information included in Tables 4 through 23 and Appendix 1 of the permit application, EPD concurs with AZS regarding the elimination of constituents that were not detected above background in the POC wells for an extended period of time. Specifically, EPD recognizes that the monitoring of barium, cadmium, chromium, lead, acetone, carbon disulfide, chloroform, cresols, cyanide, 1,1-dichloroethane, methyl ethyl ketone, methyl iso-butyl ketone, methyl n-butyl ketone, methylene chloride, toluene, and 1,1,1-trichloroethane in groundwater may be suspended at this time. All the other constituents need to be assessed as part of the post-closure groundwater monitoring program. These constituents should include 1,1-dichloroethylene (daughter product from the degradation of trichloroethene) and formaldehyde.

13. Section E-8c – Groundwater Recovery System - This section indicates that only two of the three recovery wells will be operated at any given time. This section should also indicate that if this strategy is not effective in providing complete hydraulic control of the plume, the proposed groundwater recovery program will be modified.

14. Tables 2, 3, 24, 25, 26, 27, 28, and 30 – These tables should be revised as necessary to address EPD comments to this permit application.

Please address the above comments within thirty (30) days of receipt of this letter. If you have questions or need assistance, please call Jill Clark at 404 656-7802.

Sincerely,

Charles D. Williams

Charles D. Williams
Unit Coordinator
Hazardous Waste Management Branch

File: AZS (Y)
S:rdrive/jclark/AZS/AZS- Permit Application Comments 04-05.doc

MEMORANDUM

TO: Russ Griebel, Kevin Kincheloe

Date: January 19, 2001

FR: John F. Clerici

RE: EPD Meeting on the Marietta Boulevard Site

A meeting was held with the Georgia Environmental Protection Division (EPD), Hazardous Site Response Program (HSRP) relative to the Cargill Facility on Marietta Boulevard on January 18, 2001. The meeting was attended by:

1. John Clerici of United Consulting
2. Russ Griebel of United Consulting
3. Kevin Kincheloe of United Consulting
4. Jim Brown of EPD
5. Mark Biondi of EPD

BACKGROUND

The facility history was discussed, particularly the past investigations and regulatory actions. The first activities included the installation of 55 wells by AZS Chemical Company (AZS) and their closure activities under the Resource Conservation and Recovery Act (RCRA). Next was the Cargill/Kiber investigations and subsequent reporting and evaluation pursuant to the Hazardous Site Response Act (HSRA). United Consulting then performed investigations to identify the nature and extent of contamination relative to the HSRA and site development. These activities have defined releases at the Project Site. A handout with maps was given to the EPD that was essentially the internal memorandum of October 2, without the last cost page and cost table, that defined the proposed Phase II Environmental Assessment program

ISSUES

Further actions will be needed, but guidance from the EPD was being solicited to help delineate the types of actions likely required and potential future use and liability scenarios. EPD was informed that the results of United Consulting's investigations had not yet been given to Cargill. Mark stated that he understood, and that this could require Cargill to evaluate the data and possibly report to the EPD. We can discuss the data with EPD without giving the information to Cargill, so Cargill does not have a duty to report. We will need Cargill's permission to provide data to EPD. However, Cargill will have to be included in the process, whether it is to perform actions, report/notify, or develop an agreement for actions under the redevelopment program. The issues/questions of concern (in bold), and the associated responses were:

Who has jurisdiction concerning the release and closures of the polymer and series ponds (ponds)?
The RCRA program has jurisdiction over the ponds, their closure, and on-going remedial actions. The RCRA corrective action requirements may be satisfied and closure completed. The RCRA jurisdiction will cease with closure and the passage of ownership from AZS.

Will reporting of the releases from the ponds be required under HSRA?
The HSRP may need to assess the conditions remaining if the work is not completed by AZS. AZS's remedial actions and closure are exempt from the HSRA because their agreement (1985) predates the enactment of the HSRA (1990). If remedial actions are performed relative to the ponds by others, they do not qualify for this exemption and would have to report the release to the HSRP if hazardous chemicals are identified in the soil or groundwater in excess of their associated notification concentration (NC).

What is the liability under HSRA for the ponds?
The ponds currently are regulated under RCRA. AZS has an exemption from RCRA because their Consent Order predates enactment of the HSRA. This exemption is not likely transferable. RCRA will define the land usage for these areas.

What is the liability under HSRA for the on-site contamination associated with releases from the ponds?
Contamination from the ponds are part of the ponds until closure is completed pursuant to the Consent Order under RCRA. Soil or groundwater contamination beyond the ponds will then be the responsibility of the associated property owner. Releases in excess of the NC will require notification to the HSRP. Since the ponds are the source of the contamination, the ponds would likely normally then be considered for listing. However, currently the ponds are exempt. The EPD personnel stated that the ponds would still be listed as the source, and the impacted properties considered innocent landowners. Remedial action would not be required of the innocent landowners. However, the usage of the property may be limited due to the release (this was not clear) since it could be a sub-listed property. The owner of the ponds, if other than AZS, could be held liable for any additional remediation under HSRA.

What is the liability under HSRA for the off-site contamination associated with releases from the ponds?
Off-site contamination will be considered the responsibility of that property owner. As with the on-site impacted property, they would be considered innocent landowners. Releases in excess of the NC will require notification to the HSRP. Since the ponds are the source of the contamination, the ponds would likely normally then be considered for listing. However, the ponds are exempt. The EPD personnel stated that the ponds would still be listed as the source, and the impacted properties considered innocent landowners. Remedial action would not be required of the innocent landowners. The owner of the ponds, if other than AZS could be held liable for any additional remediation.

Will reporting of the site for re-evaluation under HSRA be required? and, if so, under what scenarios?
Any change in the proposed property usage, changes to the access, or additional release conditions require notification of the EPD and re-assessment under the HSRA. Therefore, the removal of the fence, the proposed residential development, or identification of additional releases require EPD notification. This re-notification to HSRP would be required of Cargill prior to acquisition, or by United Real Property after acquisition, if not done by Cargill.

Will Kiber or United Consulting data take precedence in the assessment of the Project Site for potential listing on the Hazardous Site Inventory (HSI)?
At present, Kiber's data is likely to be considered equal to United Consulting's data. Kiber's data is for volatile organic compounds (VOCs), and numerous samples had high concentrations which were not duplicated by United Consulting. Evaluation of the Project Site without the fence access restriction would result in the Project Site being added to the HSI, because of the high VOC concentrations identified by Kiber. Evaluation of the Project Site using United Consulting's data would not result in the Project Site's addition to the HSI.

How do we make a demonstration that United Consulting's data should be used over Kiber's?
Data from comparable or similar locations for the same constituent list will be needed to have United Consulting's data supersede Kiber's data. The new data must be of equal or better quality. Data must be from similar locations and depths, which we do not have.

What will be the criteria for remedial actions for various property usages?
Type 1 or 2 Risk Reduction Standards (RRS) will be used for residential use of the property. RCRA closures will likely be to Type 5 RRS. There is a significant difference between the residential and commercial/industrial standards.

Will the site arsenic data affect the potential status of the facility?
The high arsenic concentrations , in themselves, would result in the site being added to the HIS without the site access restrictions. However, if the high concentrations are natural, then background concentrations would be the standard for comparison in lieu of the NC (of 41 milligrams per kilogram (mg/kg)).

How do we demonstrate that background arsenic concentrations are high, greater than their associated notification concentration (NC)?
Background arsenic concentrations may be used in lieu of the NC for arsenic. This will require additional samples be obtained and analyzed for arsenic concentrations from areas not impacted by the chemical activities on the Project Site. Samples from adjacent to the rail roads will not be considered acceptable background samples. Seven samples would not be considered sufficient to define background concentrations; the actual number was not stated. Off-site sampling will likely be necessary.

If the site is listed on the HSI, how do we obtain protection under the State's site redevelopment act?
Protection under the redevelopment act will require the Project Site's listing on the HSI. The subsequent Corrective Action Plan (CAP) would be negotiated, but remedial criteria would be the associated RRS for the planned property usage. This must be developed prior to acquisition of the property. Following acceptable completion of the CAP work, the owner of the Project Site would be exempt from future liability associated with releases at the Project Site.

How much impacted soil will have to be handled during any required remedial actions?
The soil standards will be applied to soil above rock or groundwater, whichever is higher.

ADDITIONAL COMMENTS

Jim and Mark stated that we can send information to them for review. They will assess if the Project Site will likely be added to the HSI. This includes their review of Kiber versus United Consulting data, background statistics, and areas for remedial action. They can also provide guidance for the timeline to obtain protections under the redevelopment act. However, they pointed out that the minimum steps will need to be followed prior to acquisition of the property for this program to apply. These steps include [not all elucidated by EPD]:

1. Release notification;
2. Listing the Project Site on the HSI;
3. Preparation of the Compliance Status Report;
4. Preparation of a Corrective Action Plan;
5. Approval of the CSR, CAP, and financial assurance; and
6. Negotiation of the Consent order for the CAP.

As a guide for the effort and timing to accomplish this, they suggested review of the files in their offices for Largo Development in Savannah, Georgia. In addition, they stated that they would forward to United Consulting financial assurance requirements.

CONCLUSIONS

The on-site and off-site groundwater contamination associated with the ponds may need to be reported under the HSRA after closure is completed under RCRA. If so, this could require additional remedial actions. Future development of the area impacted by the plume from the ponds may be limited by the remedial action criteria for the closure of the ponds, typically Type 5 RRS, for industrial development. Liability and remedial responsibility would ultimately flow to the source, the ponds, and the owners of the ponds (past and present).

Zero to four areas of the Project Site will likely be considered potential source areas subject to corrective actions for organic chemical releases to soil. If United Consulting's data is accurate, no areas may require soil remediation. However, Kiber data indicate several areas that may need

remediation. This may be performed without a need to notify the EPD, prior to or during the 30 day period after notification of the owner.

Kiber's high concentration data will be considered in a RQSM assessment unless United Consulting can demonstrate that more recent non-detect data is of equal or higher quality. Additional samples at consistent or similar locations will be required to determine that the lower VOC concentrations are valid for the Project Site.

The change in site usage from industrial will require re-assessment of the Project Site by the HSRP. This is regardless of any remedial actions performed. Therefore, the demonstration of the validity of United Consulting data over Kiber's is critical. The removal (excavation) of the areas identified by Kiber as having high VOC concentrations may forego the need to challenge Kiber's data.

The high arsenic concentrations will require reporting for a different site usage, since this is a changed condition. Arsenic is ubiquitous at this Project Site. Statistical data and analysis will be necessary to demonstrate that background concentrations of arsenic are higher than the NC to avoid corrective actions. The current NC is 41, and 88% of the data exceeds this concentration. The Type 1 RRS for arsenic is 20, which exceeded by all but 2 samples obtained at the Project Site. The samples along the railroad tracks will not be considered background by the EPD. Additional data collection and analysis will be necessary to define a background concentration for arsenic

From the discussions with the EPD, the notification through signing process will take at least eight months. If small areas are identified for remediation, these should be done now or within 30 days of acquisition to expedite the process. This could shorten the time to 2 to 5 months. However, it may also increase our financial commitment.

RECOMMENDATIONS

Do not buy ponds unless groundwater has been remediated to residential standards, both on-site and off-site. At this time there is a roll-down provision in the acquisition contract, passing to United Real Property the duty to purchase the ponds after closure of r$100. The closure requirements are background for all organic constituents of concern.

Obtain 10 to 20 additional soil samples from un-impacted and/or off-site areas to assess background arsenic concentrations for the Project Site.

Obtain additional samples for VOC analysis in the four areas identified by Kiber to have high VOC concentrations in the soil. We should obtain at least 2 samples in each area to assess VOC concentration changes. These samples need to be in borings adjacent to ones drilled by Kiber, with samples at similar depths as those that had high VOC concentrations.

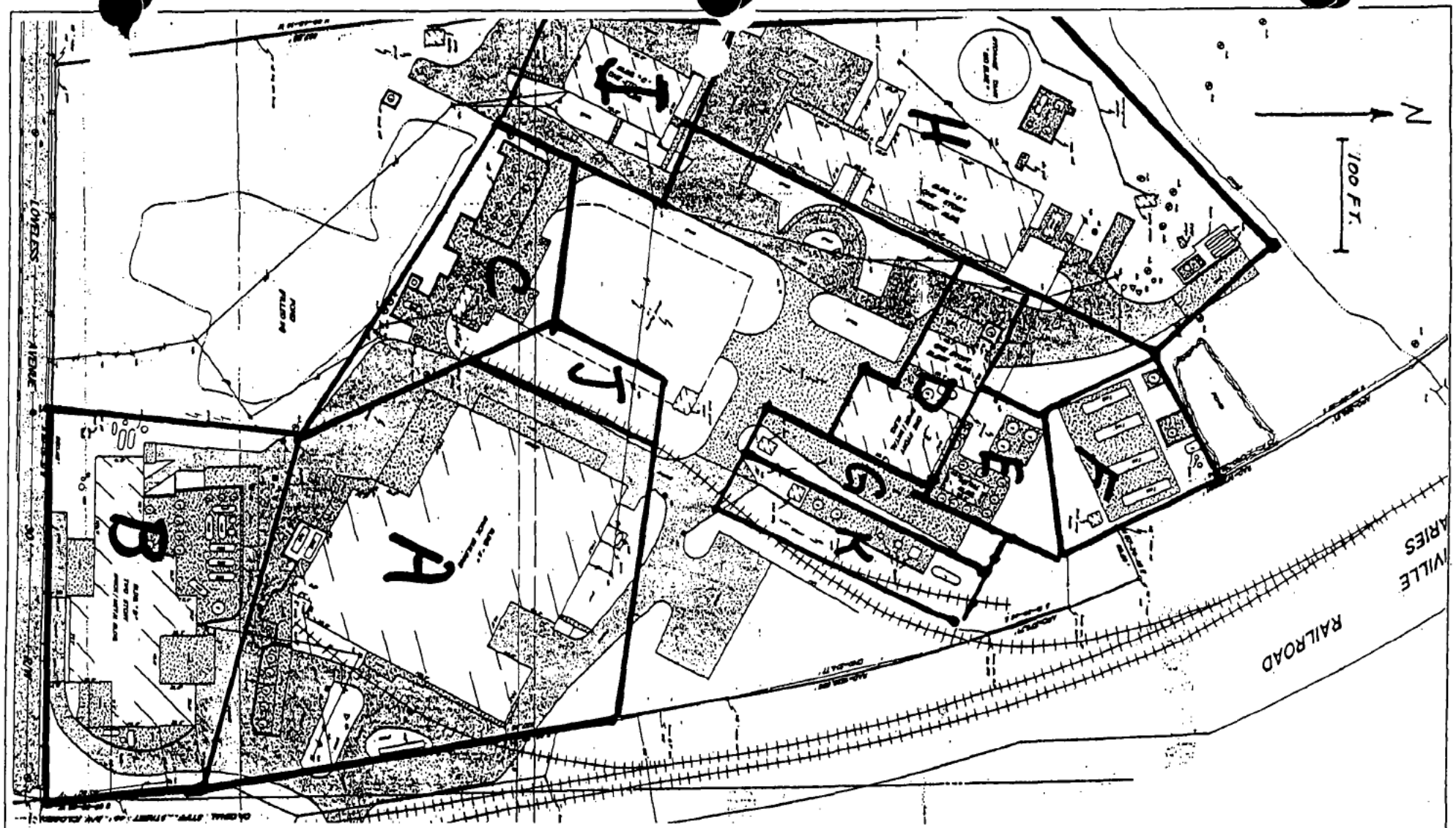
Consider immediate remediation of the four local areas with high VOC and/or the northern area with very high arsenic concentrations. Soil samples with high VOC concentrations (if encountered) and high arsenic concentrations should be obtained for TCLP analysis to help define disposal requirements (municipal versus hazardous waste landfills).

If background arsenic concentrations are low, below the Type 1 RRS, then consider alternate usage of the property, or do not acquire the Project Site.

If the transaction is proceeding, then prepare and submit a report to the HSRP with United Consulting and Kiber data. Demonstrate in the report that arsenic is high in the area (if possible). Try to show that the high concentrations in the Kiber data no longer exist on the Project Site (if true). If remedial actions are needed in local areas only, perform these prior to the submittal so the site will not be added to the HSI.

If the high VOC concentrations are supported and/or the background concentrations determined to be low, then the Project Site will likely be placed on the HSI. Discussions for brownfield acceptance should be initiated immediately with Cargill and the EPD. This process will likely take about a year.

fn: c:\work\Marietta\epd-crgl-mtg1.doc
h:\geoenvir\memo\2000\2000300402epd1.doc



SCALE: Bar Scale	DATE: April 22, 2004	PROJECT NO: 20003004.02	TITLE: Plant Investigation Areas
PREPARED: RG	CHECKED:	REVISIONS:	Cargill Tract-Atlanta, Georgia

CLIENT:
United Real Property Investmnets, LLC

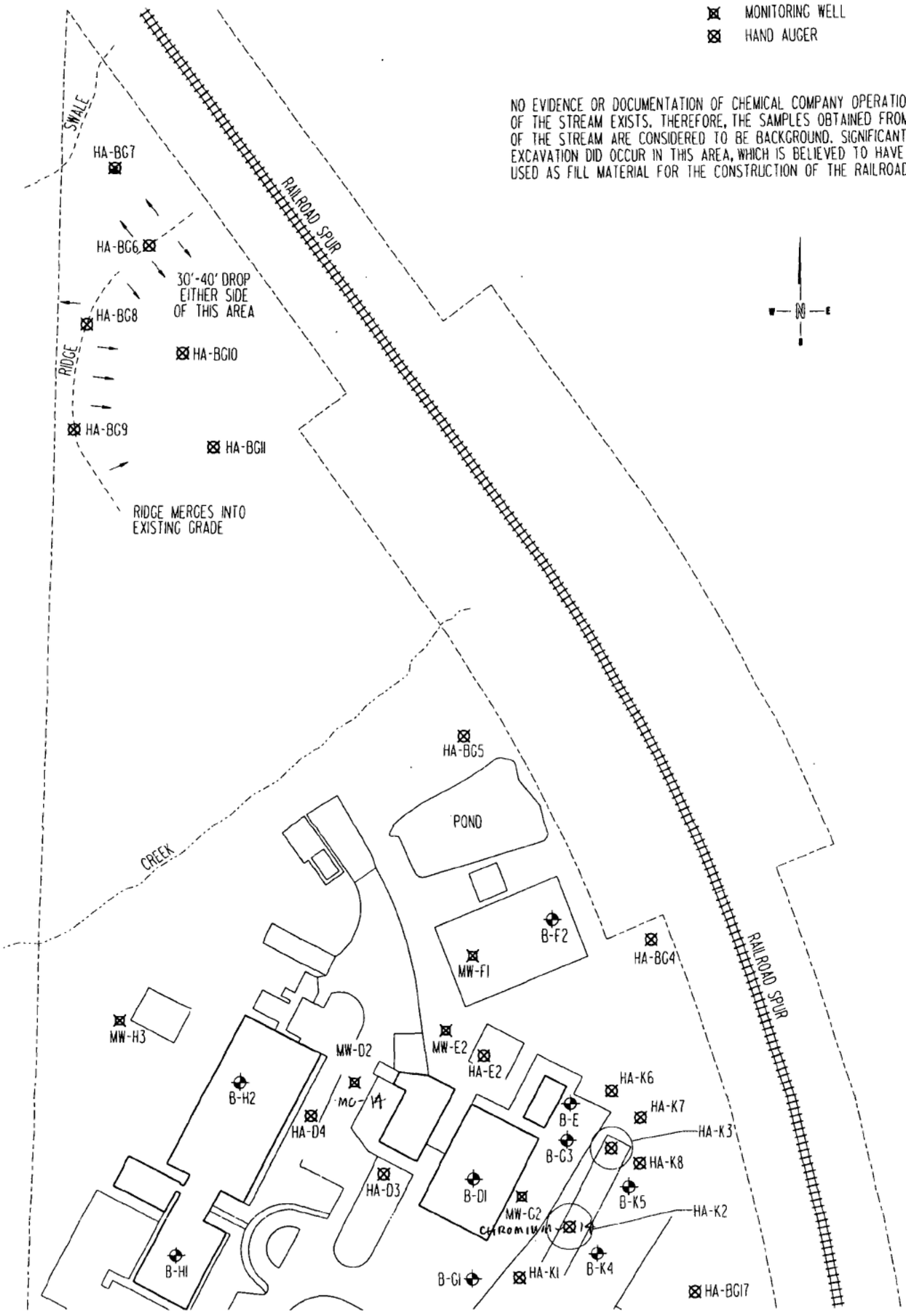
UNITED CONSULTING
625 Holcomb Bridge Road
Norcross, GA 30071
Tel.: 770-209-0029 Fax: 770-582-5900

FIG 5

LEGEND

- BORING LOCATION
- MONITORING WELL
- HAND AUGER

NO EVIDENCE OR DOCUMENTATION OF CHEMICAL COMPANY OPERATIONS NORTH OF THE STREAM EXISTS. THEREFORE, THE SAMPLES OBTAINED FROM NORTH OF THE STREAM ARE CONSIDERED TO BE BACKGROUND. SIGNIFICANT OVER-EXCAVATION DID OCCUR IN THIS AREA, WHICH IS BELIEVED TO HAVE BEEN USED AS FILL MATERIAL FOR THE CONSTRUCTION OF THE RAILROAD.



REFER TO FIGURE 5B FOR REMAINDER OF TRACT

SCALE: 1" = 80'	DATE: 2-21-01	PROJECT NO: 20003004-02	TITLE: PROJECT SITE INITIAL SAMPLING LOCATION PLAN CARGILL TRACT - ATLANTA, GEORGIA
DRAWN: LG	CHECKED:	REVISIONS: 4-26-04	
CLIENT: UNITED REAL PROPERTY INVESTMENT, LLC.			UNITED CONSULTING 770 - 209-0029 FAX 582-2900 E-MAIL ADDRESS UNITED@UNITEDCONSULTING.COM WEB SITE WWW.UNITEDCONSULTING.COM Copyright © United Consulting Group, Ltd

FIG. 6B

ug/kg MO - METHYLENE CHLORIDE

2001

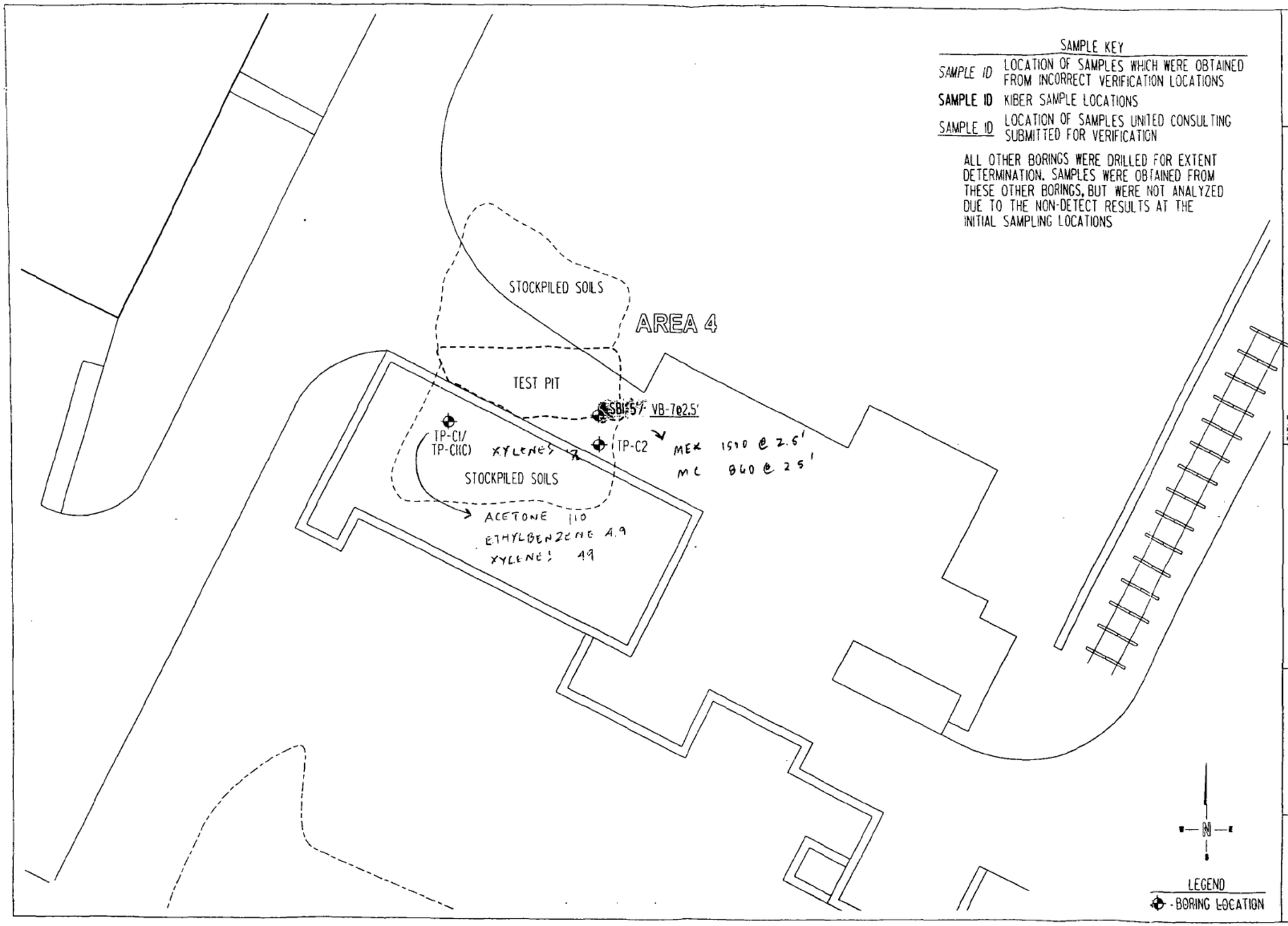


FIG. 8C

TITLE: VERIFICATION BORING LOCATION PLAN
CARGILL TRACT - ATLANTA, GEORGIA

UNITED CONSULTING
770 - 209-0029 FAX 582-2900
E-MAIL ADDRESS UNITED@UNITEDCONSULTING.COM
WEB SITE WWW.UNITEDCONSULTING.COM

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SCALE: 1" = 20'	DATE: 4-26-04	PROJECT NO: 20003004-03	
DRAWN: VPV	CHECKED:	REVISIONS:	

CLIENT: UNITED REAL PROPERTY INVESTMENT, LLC.

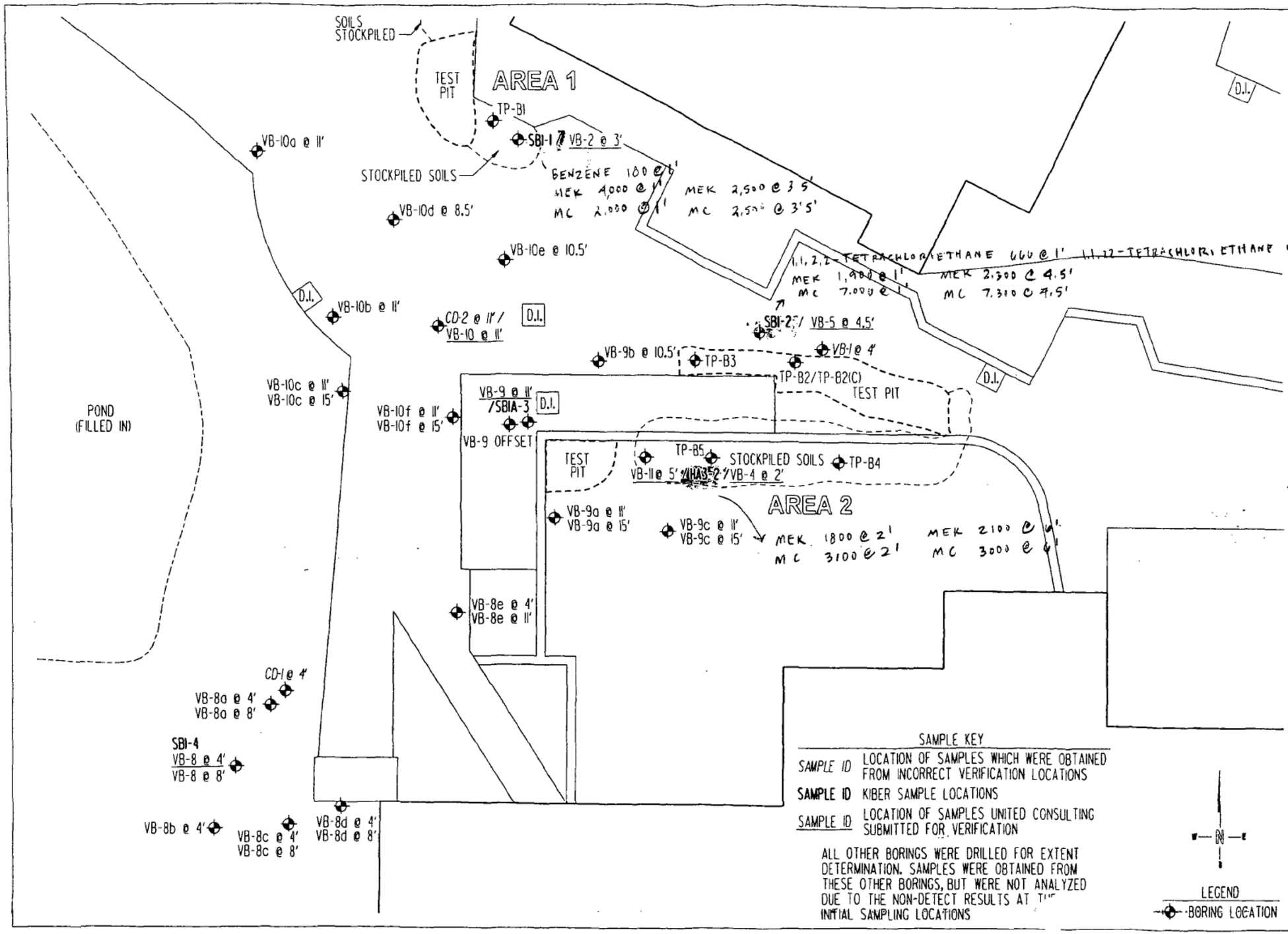

FIG. 8A

TITLE: VERIFICATION BORING LOCATION PLAN
CARGILL TRACT - ATLANTA, GEORGIA

UNITED CONSULTING
770 - 209-0029 FAX 582-2900
E-MAIL ADDRESS UNITED@UNITEDCONSULTING.COM
WEB SITE WWW.UNITEDCONSULTING.COM

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PROJECT NO: 20003004-03
REVISIONS: 4-26-04

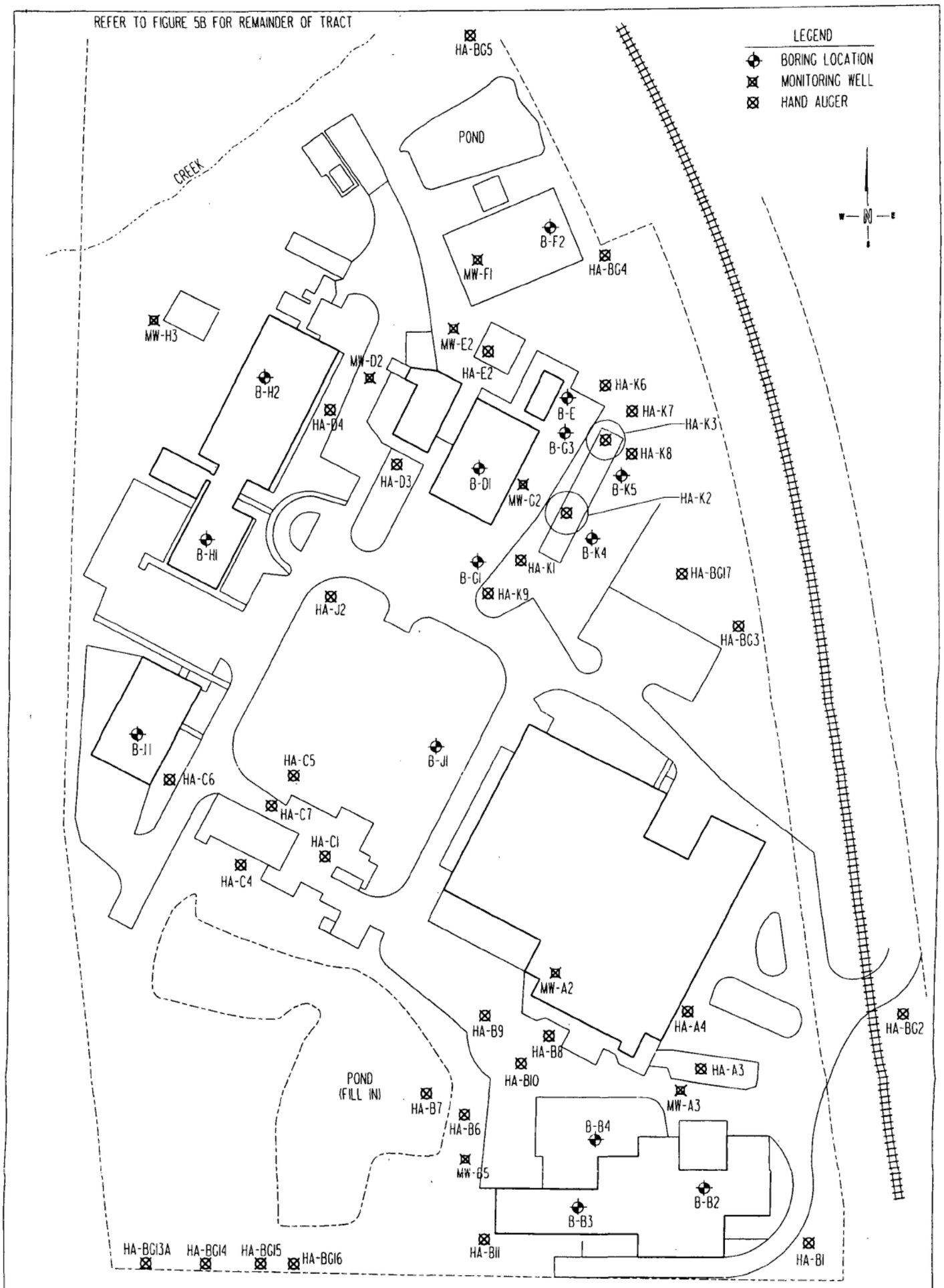
SCALE: 1" = 20'
DRAWN: VPV
DATE: 2-11-02
CHECKED:

CLIENT: UNITED REAL PROPERTY INVESTMENT, LLC.

CD-2 - CARBON DISULFIDE : 32 @ 11'
VB-2 - ETHYLBENZENE : 1000 @ 3'
XYLENES : 44 @ 3'

TP-B2 - CIS-1,2-DICHLOROETHENE 40

2001

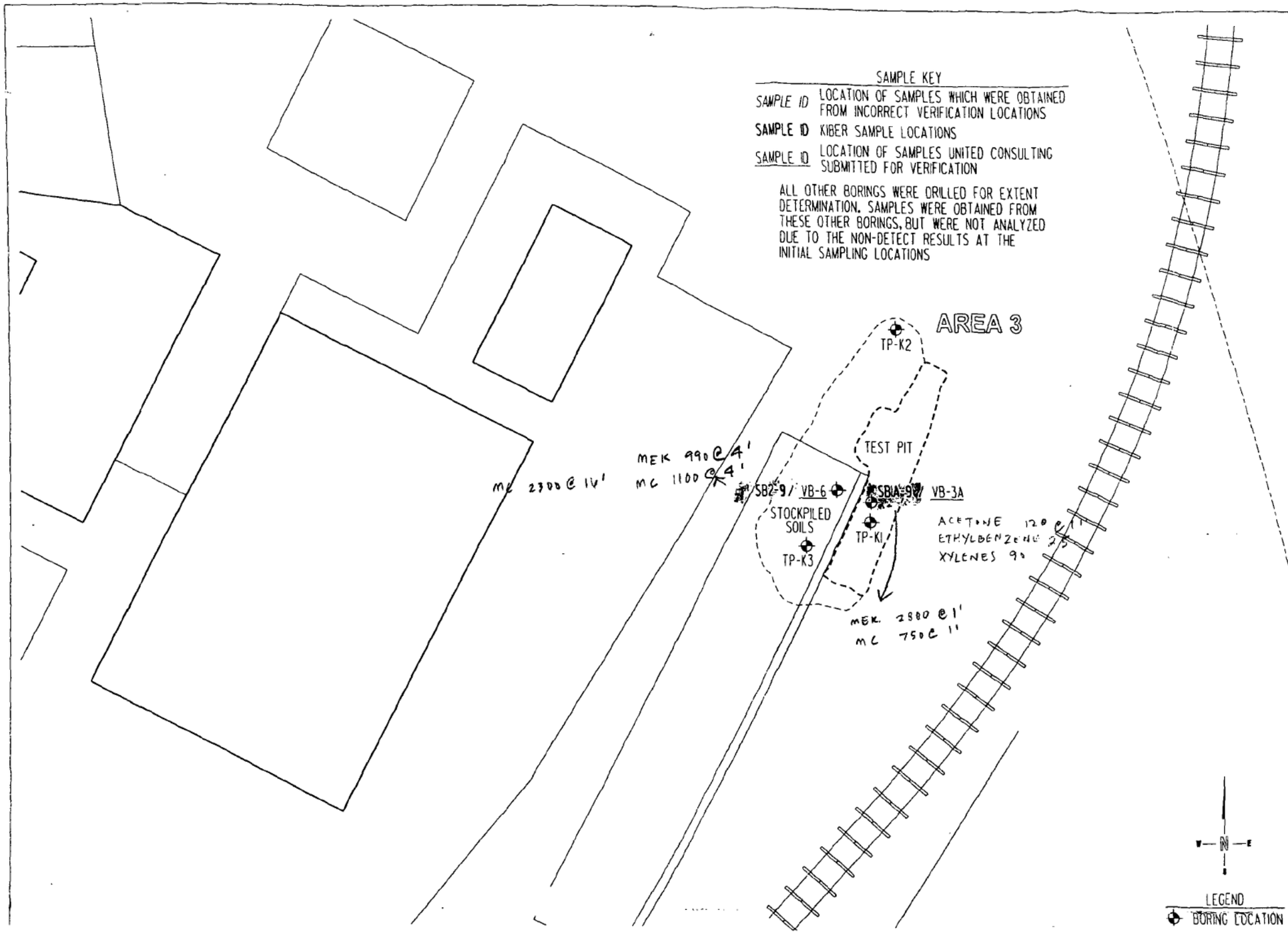


SCALE: 1" = 80'	DATE: 2-21-01	PROJECT NO: 20003004-02	TITLE: PROJECT SITE INITIAL SAMPLING LOCATION PLAN CARGILL TRACT - ATLANTA, GEORGIA
DRAWN: LG	CHECKED:	REVISIONS: 4-26-04	
CLIENT: UNITED REAL PROPERTY INVESTMENT, LLC.			UNITED CONSULTING 770 - 209-0029 FAX 582-2900 E-MAIL ADDRESS UNITED@UNITEDCONSULTING.COM WEB SITE WWW.UNITEDCONSULTING.COM

FIG. 6A

B-B3 - CIS-1,2-DICHLOROETHENE : 170 @ 5'
B-B4 - CADMIUM : 60 @ 5'
MW-B5 - CIS 1,2-DICHLOROETHENE : 43 @ 5
ETHYLBENZENE : 8 @ 5'
VINYL CHLORIDE : 12 @ 5'
XYLENES : 16 @ 5'

HA-B6 - VINYL CHLORIDE 9.5 @ 4'
HA-B11 - ACETONE 100 @ 1'
HA-K1 - CHROMIUM 19 @ 5'
HA-K3 - ETHYLBENZENE : 17 @ 3'
METHYLENE CHLORIDE : 17 @ 3'
XYLENES : 5.7 @ 3'
1-METHYLNAPHTHALENE : 790 @ 3'
[illegible] 5410 @ 3'



TITLE: VERIFICATION BORING LOCATION PLAN
CARGILL TRACT - ATLANTA, GEORGIA

FIG. 8B

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WEB SITE WWW.UNITEDCONSULTING.COM

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SCALE: 1" = 20'	DATE: 2-11-02	PROJECT NO: 20003004-03	
DRAWN: VPV	CHECKED:	REVISIONS: 4-26-04	

CLIENT: UNITED REAL PROPERTY INVESTMENT, LLC.

Georgia Department of Natural Resources
2 Martin Luther King Jr. Drive, S.E., Suite 1154, Atlanta, Georgia 30334
Noel Holcomb, Commissioner
Environmental Protection Division
Carol A. Couch, Ph.D., Director
404-656-7802

February 1, 2005

James A. Dunlap Jr.
Attorney at Law
14 Piedmont Center Suite 1100
3535 Piedmont Road N.E.
Atlanta, Georgia 30305

COPY

Dear Mr. Dunlap:

The following is the information requested from the Geo-Cleanse summary form. This information is based on the Environmental Protection Division's (EPD) interpretation of documents submitted by AZS. These documents can be accessed from the files located on the 11th floor of our building.

- A general description of the soil at the AZS property is silty fine sand, micaceous with occasional traces of clay. Other soil data is not available.
- A general description of the uppermost aquifer at the property is silty fine sand, micaceous with weathered mica schist.
- Average depth to ground water is 10-15 feet bgs.
- The saturated effective porosity is saturated at 21%.
- Hydraulic conductivity is 1.85E+05 ft/sec.
- Hardness or alkalinity is unknown.
- The size of the plume is approximately 400ft in length, approximately 200ft width and approximately 40ft in depth. The depth of the plume extends into bedrock.
- The main contaminants are: vinyl chloride, 1,2-Dichlorethene and trichloroethene.
- The **average** plume contamination dissolved in water is: vinyl chloride approximately 80ppb, 1,2-Dichlorethene approximately 100ppb and trichloroethene approximately 10ppb.
- The target cleanup levels are the same as the Maximum Contamination Levels's or MCL's, which are: vinyl chloride 2ppb, 1,2-Dichlorethene 70ppb and trichloroethene 5ppb.
- Free product has not been measured at the site.

Attached are maps of the plumes and well boring logs that might also be useful. If you have any questions, please feel free to contact Jill Clark at (404) 656-7802.

Sincerely,

Charles D. Williams
Unit Coordinator
Hazardous Waste Management Branch

Georgia Department of Natural Resources
2 Martin Luther King, Jr. Drive, S.E., Suite 1462 East, Atlanta, Georgia 30334-9000
Noel Holcomb, Commissioner
Environmental Protection Division
Carol A. Couch, PhD., Director
404/657-8600

October 4, 2004

Mr. John F. Clerici
United Consulting
625 Holcomb Bridge Road
Norcross, Georgia 30071

COPY

Re: HSRA Release Notification
Cargill, Incorporated Site
1263 Loveless Avenue
Atlanta, Fulton County, Georgia

Dear Mr. Clerici:

Pursuant to the Rules for Hazardous Site Response, specifically Rule 391-3-19-.05(1) "Listing on the Hazardous Site Inventory," the Environmental Protection Division (EPD) has evaluated the above referenced property to determine whether a release exceeding a reportable quantity has occurred.

Based upon the information available to EPD at the time this evaluation was done, including your notification dated (August 11, 2004), EPD has no reason to believe that a release exceeding a reportable quantity has occurred at this property. The property was evaluated as having inaccessible, non-residential use with the nearest drinking water well located greater than three miles. Enclosed is a copy of our inspection report, recommendation memorandum, and Reportable Quantities Screening Method (RQSM) score sheet that summarize the conditions used to evaluate this property. Based on this information, this property will not be listed on the Hazardous Site Inventory.

As provided for in Section 391-3-9-.04(4) of the Rules, the owner of the property must notify EPD if they become aware of any information not provided in the notification that should have been provided, or if they become aware of any information or events that suggest changes may have occurred in any of the conditions referenced in the attached documents. Please provide a copy of this letter and the attached documents to any person to which title or an interest in this property is transferred.

Please direct questions regarding this matter to (compliance officer) of the Hazardous Sites Response Program at (404) 657-8600.

Sincerely,

Alexandra Y. Cleary
Unit Coordinator
Hazardous Sites Response Program

File: Non-HSI (Cargill Facility, Fulton County)
Encl.: Release Notification form
Trip Report
RQSM Score sheet
Recommendation Memorandum

S:\RDRIVE\KELLY/Sites/Non HSI\Cargill Facility\Cargill non-hsi ltr.doc

Georgia Department of Natural Resources
205 Butler Street, S.E., Suite 1154, Atlanta, Georgia 30334
Lonice C. Barrett, Commissioner
Environmental Protection Division
Harold F. Reheis, Director

August 30, 2000

Ms. Kimberly A. Dymecki
As Counsel for AZS Corporation
1100 Chandler Building 127
Peachtree Street, N.E.
Atlanta, Georgia 30303 –1810

COPY

Re: AZS Site

Dear Ms. Dymecki:

The Georgia Environmental Protection Division (EPD) has received your letter and AZS's proposed Consent Order dated June 19, 2000. After review and consideration of the AZS's proposed Consent Order, EPD has found the settlement conditions you proposed to be inconsistent with the discussions between you and my staff.

To try and resolve this, enclosed is a revised version of the draft you submitted. The revised version does include some of the language from your draft; however, it is substantially different in both substance and format. The enclosed proposed order contains the necessary measures to return AZS to compliance with the Georgia Hazardous Waste Management Act and Rules and an amicable settlement offered to resolve the long period of AZS's noncompliance.

Attached is a copy of a letter that EPD received from the United States Environmental Protection Agency. (USEPA) Please note that if the matter between EPD and AZS is not resolved by September 15, 2000, USEPA intends to assume enforcement lead.

Unless we are able to resolve this matter by September 11, 2000, EPD plans to take further enforcement action. Tim Ritzka, Attorney General's Office, has discussed this matter with you. He informed EPD that he had notified you that one option EPD could take was to file the already affirmed administrative order with the Fulton County Superior Court. A second action would be to request the court to enforce the Order.

Due to the time constraints, we have to resolve the matters contained in the proposed consent order, please have the appropriate person at AZS execute the order and return it to EPD no later than September 11, 2000. Should you have questions concerning this, please contact Bill Mundy at (404) 657-8612.

Sincerely,

Harold R. Reheis
Director
Environmental Protection Division

C: Tim Ritzka
Denny Dobbs
Mr. Yoshikazu Horiko

R:\derrick\azsco.trl

News: Available Now in NWISWeb

Map for Georgia

Times for Georgia stations are shown as Eastern Standard Time. If your clock is set to Eastern Daylight Savings Time, add one hour to the time shown on the Web page to compare to your clock time.

Additional information may be found on the USGS Water Resources of Georgia page, including low-flow statistics and flood-frequency information for selected stations.

If you would like to stay informed about USGS activities in Georgia, including publication releases, gage shutdown notifications, and other general USGS news, sign up for Georgia Water Science Center E-mail Notices.

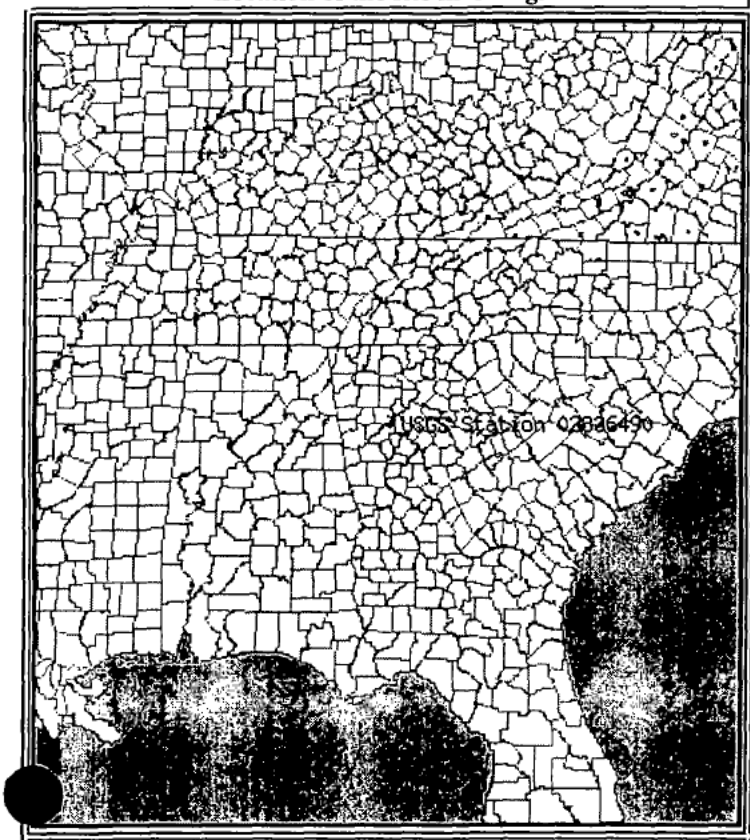
NEW! Visit the USGS Georgia Water Science Center drought watch website at Georgia DroughtWatch 2007.

USGS 02336490 CHATTAHOOCHEE RIVER AT GA 280, NEAR ATLANTA, GA

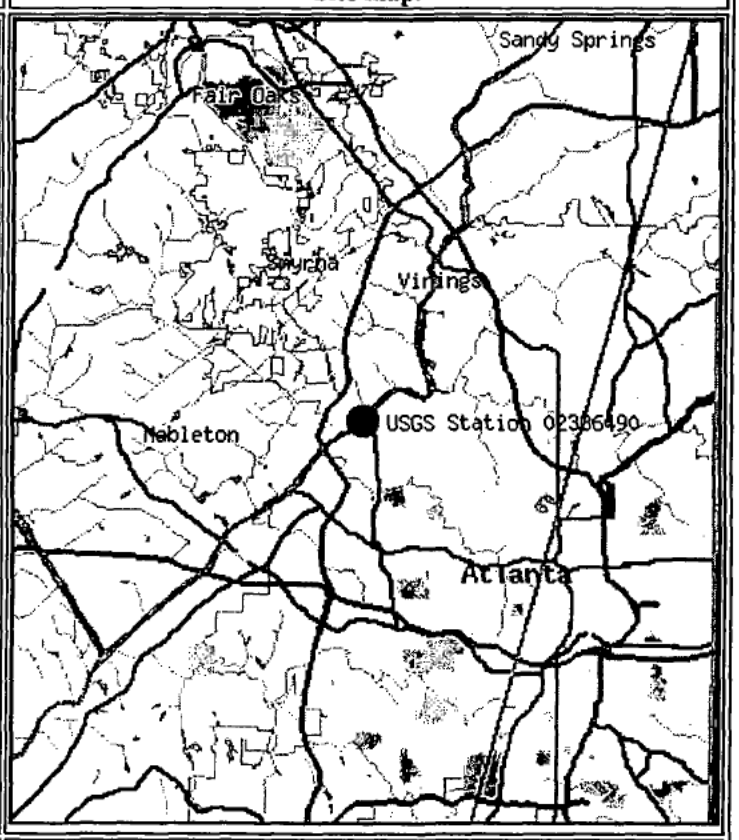
Available data for this site Site map GO

Fulton County, Georgia
Hydrologic Unit Code 03130002
Latitude 33°49'01", Longitude 84°28'48" NAD83
Drainage area 1,590 square miles
Gage datum 736.35 feet above sea level NGVD29

Location of the site in Georgia.



Site map.



ZOOM IN 2X, 4X, 6X, 8X, or ZOOM OUT 2X, 4X, 6X, 8X.

Maps are generated by US Census Bureau TIGER Mapping Service.

Questions about sites/data?
Feedback on this web site
NWIS Site Inventory for Georgia: Site Map
http://waterdata.usgs.gov/ga/nwis/nwismap?

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USGS Water Resources of Georgia
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News: Available Now in NWISWeb

USGS Surface-Water Annual Statistics for the Nation

The statistics generated from this site are based on approved daily-mean data and may not match those published by the USGS in official publications. The user is responsible for assessment and use of statistics from this site. For more details on why the statistics may not match, click here.

USGS 02336490 CHATTAHOOCHEE RIVER AT GA 280, NEAR ATLANTA, GA

Available data for this site Time-series: Annual statistics GO

	Output formats
Fulton County, Georgia Hydrologic Unit Code 03130002 Latitude 33°49'01", Longitude 84°28'48" NAD83 Drainage area 1,590 square miles Gage datum 736.35 feet above sea level NGVD29	HTML table of all data Tab-separated data Reselect output format

Water Year	00060, Discharge, cubic feet per second (Calculation Period: 1982-10-01 -> 2006-09-30) Calculation period restricted by USGS staff due to special conditions at/near site
1982	2,084
1983	3,219
1984	3,890
1985	2,071
1986	1,554
1987	2,113
1988	1,486
1989	1,831
1990	4,191
1991	2,925
1992	2,615
1993	4,394
1994	2,486
1995	2,984
1996	3,881
1997	2,815
1998	4,002
1999	1,574
2000	1,756
2001	1,648
2002	1,316
2003	3,519
2004	2,545

2005	3,869
2006	2,370

** No Incomplete Data is used for Statistical Calculation

Questions about sites/data?
F ack on this web site
S. .e Water data for USA: USGS Surface-Water Annual Statistics
http://waterdata.usgs.gov/nwis/annual?

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Times for Georgia stations are shown as Eastern Standard Time. If your clock is set to Eastern Daylight Savings Time, add one hour to the time shown on the Web page to compare to your clock time.

Additional information may be found on the USGS Water Resources of Georgia page, including low-flow statistics and flood-frequency information for selected stations.

If you would like to stay informed about USGS activities in Georgia, including publication releases, gage shutdown notifications, and other general USGS news, sign up for Georgia Water Science Center E-mail Notices.

NEW! Visit the USGS Georgia Water Science Center drought watch website at Georgia DroughtWatch 2007.

USGS 02336490 CHATTAHOOCHEE RIVER AT GA 280, NEAR ATLANTA, GA

Available data for this site Site home page GO

Stream/River Site

LOCATION

Latitude 33°49'01", Longitude 84°28'48" NAD83
Fulton County, Georgia , Hydrologic Unit 03130002

DESCRIPTION

Drainage area: 1,590 square miles
Datum of gage: 736.35 feet above sea level NGVD29.

AVAILABLE DATA:

Data Type	Begin Date	End Date	Count
Real-time	This is a real-time site		
Daily Data			
Temperature, water, degrees Celsius	1975-09-08	1976-09-30	1167
Precipitation, total, inches	2001-05-10	2007-12-17	2250
Discharge, cubic feet per second	1981-03-03	2007-12-17	9785
Gage height, feet	1989-10-01	2007-12-17	6589
Daily Statistics			
Temperature, water, degrees Celsius	1975-09-09	1976-09-30	388
Discharge, cubic feet per second	1981-03-04	2006-09-30	9342
Gage height, feet	1989-10-01	2006-09-30	6155
Monthly Statistics			
Temperature, water, degrees Celsius	1975-09	1976-09	
Discharge, cubic feet per second	1981-03	2006-09	
Gage height, feet	1989-10	2006-09	
Annual Statistics			
Temperature, water, degrees Celsius	1975	1976	
Discharge, cubic feet per second	1981	2006	

Gage height, feet	1990	2006	
Peak streamflow	1961-02-25	2005-07-11	32
Field measurements	1976-03-16	2007-10-04	216
Field/Lab water-quality samples	1976-07-12	2002-08-01	73

OPERATION:

Record for this site is maintained by the USGS Georgia Water Science Center
Email questions about this site to Georgia Water-Data Inquiries

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Questions about sites/data?
Feedback on this web site
NWIS Site Information for Georgia: Site Inventory
http://waterdata.usgs.gov/ga/nwis/inventory?

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Georgia Department of Natural Resources

2 Martin Luther King, Jr. Drive, SE, Suite 1154E, Atlanta, Georgia 30334-9000
Noel Holcomb, Commissioner
Environmental Protection Division
Carol A. Couch, Ph.D., Director
Hazardous Waste Management Branch
Phone 404-656-7802 FAX 404-651-9425

December 20, 2007

TRIP REPORT

Site Name and Location:	AZS Corporation 762 Marietta Boulevard Atlanta, Fulton County, GA 30318
EPA I. D. Number:	GAD981237225
Trip by:	Thomas J Brodell, QEP, Environ. Engineer TJB
Date of Trip:	December 19, 2007
Accompanied by:	Allison Keefer, Senior Geologist
Reference:	Permit HW-051(D)
Purpose of Trip:	Interim Compliance Status Check

Comments and Background:

On December 7, 2007, the EPD sent a letter to the AZS Corporation (AZS) and United Real Property Investment, LLC (United) directing them to take immediate corrective actions to abate conditions that posed a direct threat to human health and the environment, and to provide documentation of the completion of the actions to the EPD within seven days of receipt of the letter. Return Receipt from the United States Post Office indicated that AZS received the letter on December 10, 2007, and United on December 11, 2007.

On December 13, Mark Smith received an email from United indicating actions that would be taken to abate the conditions that they believed they were responsible for, but no scheduled dates of completion.

On December 17, EPD received a fax copy of a letter from AZS's attorney to United stating that AZS was currently undertaking measures to "attempt to prevent anyone from obtaining water out of the treatment system". No timeframe was provided to completion and no correspondence documenting completion of actions directly to EPD was received by December 18.

The purpose of this trip was to determine if any abatement of the conditions had been accomplished within the seven-day timeframe directed by EPD.

Observations:

Upon arriving at AZS, EPD personnel inspected the gates and fence at the entrance of the facility. Upon determining the fencing contained large holes with footpaths leading to the holes, the main gate was partially open, and no warning signs were posted against entry or trespass (see Photo #s 01 – 06), EPD inspectors entered the site through the main gate.

During the site visit, EPD Inspectors sought evidence of corrective actions by AZS or United in response to the December 7th letter. The purpose of entering the front gate was to proceed directly to the recovery wells, observe their condition, and exit directly to minimize the contact with any indigents.

The facility continues to be occupied by indigents and encampments were observed remaining along the path to and from the recovery wells (see Photo # 07).

Monitoring wells passed during the entry were spot-checked and those examined were found unlocked (see Photo #s 08 and 17), as were all wells inspected during the 2007 CEI.

The groundwater treatment system was observed to be operational. However, the system was observed to be generating excessive amounts of foam to the extent that the foam overflowed the containment area and made its way to the surrounding soils (see Photo #s 09 – 11).

Non-lockable, brass, outdoor, water spigots were observed on R-2, R-3 and R-4 (see Photo #s 13 – 16), and water was produced from R-3 and R-4, but not R-2, when the spigot handles were turned. A non-lockable butterfly valve on the treatment system piping (see Photo # 12) was also observed to produce water when its handle was turned. Vegetation surrounding R-4 was stressed or non-existent and a footpath was clearly worn into the vegetation leading from the area where the majority of indigent encampments were observed to the area of R-4. These observations indicate that the contaminated groundwater from R-4 likely continues being used as a source of potable water.

Open dumping was observed along the path of entry and exit, however, the areas observed did not constitute the larger piles of trash previously observed during earlier inspections.

While walking out of the site, an individual dressed in plain clothes was encountered on the site near the former Polymer Plant. The EPD inspectors, who were openly wearing their EPD badges, exchanged greetings with the individual and continued toward the facility exit. Upon arrival at the street, it was observed that the front license plate of the pickup truck observed parked at the entrance when EPD arrived identified the pickup as being from United Consulting (see Photo # 18), sister company to United. It is unknown if the individual encountered was from United Consulting or not.

Conclusion:

Conditions at the site continue to pose a direct threat to human health and the environment.

Recommendations and Follow-up:	Follow-up verbally with AZS and United to determine when actions to abate conditions at the site will be completed with follow-up inspections to confirm.
Photographs:	18
Attachments:	One (Photo log)
Reviewed by:	Jim McNamara Unit Coordinator Land Disposal Unit
File:	AZS (R)

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ATTACHMENT A
Photo Documentation

Photo	01 of 18	**Date:**	12/19/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Fence at Marietta Boulevard. Locked, but no signs and clearly worn footpaths observed present on each side of fence.						

Photo	02 of 18	**Date:**	12/19/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Fence at Marietta Boulevard showing clearly worn footpaths present on south side of fence.						

Photo	03 of 18	**Date:**	12/19/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Main gate found partially open and unlocked. No signs prohibiting entry or trespass observed present.						

Photo	04 of 18	**Date:**	12/19/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Property-line fence, looking approximately NNW. No signs warning against trespass or entry.						

Photo	05 of 18	**Date:**	12/19/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Property-line fence, looking approximately WSW. No signs warning against trespass or entry. Fence on left side of photo has footpath and hole.						

Photo	06 of 18	**Date:**	12/19/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Closeup of hole in fence shown in Photo # 05.						

Photo	07 of 18	**Date:**	12/19/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Indigent encampment in distance along southern edge of property. Arrows point at tents that constitute encampment.						

Photo	08 of 18	**Date:**	12/19/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Close up of MW-13 with open, rusted lock hanging on well casing.						

Photo	09 of 18	**Date:**	12/19/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Groundwater Treatment System with foam overflowing onto dirt outside of the containment area.						

Photo	10 of 18	**Date:**	12/19/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Second view of Groundwater Treatment System with foam overflowing onto dirt outside of the containment area.						

Photo	11 of 18	**Date:**	12/19/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Third view of Groundwater Treatment System with foam overflowing onto dirt outside of the containment area.						

Photo	12 of 18	**Date:**	12/19/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Unsecured butterfly valve on Groundwater Treatment System. Valve functioned freely and produced water when opened.						

Photo	13 of 18	**Date:**	12/19/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	RW-3 with arrow pointing at non-lockable spigot. Spigot was operational and produced water when opened.						

Photo	14 of 18	**Date:**	12/19/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	RW-2with arrow pointing at non-lockable spigot. Spigot was operational but did not produce water when opened.						

Photo	15 of 18	**Date:**	12/19/07	**Site Name:**	AZS Corporation	
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:** Fulton
Explanation:	Close-up of spigot on RW-2. Spigot appears shiny and new.					

Photo	16 of 18	**Date:**	12/19/07	**Site Name:**	AZS Corporation	
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:** Fulton
Explanation:	RW-4 with arrow pointing to new non-lockable spigot installed on system piping, and found to be capable of delivering water when opened.					

Photo	17 of 18	**Date:**	12/19/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	MW-28 and MW-14 observed without locks.						

Photo	18 of 18	**Date:**	12/19/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Front license plate of gray pickup truck observed in Photo # 01.						

Georgia Department of Natural Resources

2 Martin Luther King, Jr. Drive, SE, Suite 1154E, Atlanta, Georgia 30334-9000
Noel Holcomb, Commissioner
Environmental Protection Division
Carol A. Couch, Ph.D., Director
Hazardous Waste Management Branch
Phone 404-656-7802 FAX 404-651-9425

December 21, 2007

TRIP REPORT

Site Name and Location:	AZS Corporation 762 Marietta Boulevard Atlanta, Fulton County, GA 30318
EPA I. D. Number:	GAD981237225
Trip by:	Thomas J Brodell, QEP, Environ. Engineer
Date of Trip:	December 21, 2007
Accompanied by:	Jim McNamara, Unit Coordinator Officer Michael Derrick, Criminal Investigator Officer Todd Binnion, Criminal Investigator
Reference:	Permit HW-051(D)
Purpose of Trip:	Interim Compliance Status Check

Comments and Background:

On December 7, 2007, the EPD sent a letter to the AZS Corporation (AZS) and United Real Property Investment, LLC (United) directing them to take immediate corrective actions to abate conditions that posed a direct threat to human health and the environment, and to provide documentation of the completion of the actions to the EPD within seven days of receipt of the letter. Return Receipt from the United States Post Office indicated that AZS received the letter on December 10, 2007, and United on December 11, 2007.

On December 13, Mark Smith received an email from United indicating actions that would be taken to abate the conditions that they believed they were responsible for, but no scheduled dates of completion.

On December 17, EPD received a fax copy of a letter from AZS's attorney to United stating that AZS was currently undertaking measures to "attempt to prevent anyone from obtaining water out of the treatment system". No timeframe was provided to completion and no correspondence documenting completion of actions directly to EPD was received by December 18.

After close of business on December 19, an email with a PDF attachment from AZS's attorney stated that the water spigots would be removed from the site on December 20th.

The purpose of this trip was to determine if any abatement of the conditions had been accomplished as promised in previous correspondence from AZS and United.

Observations:

Upon arriving at AZS, EPD personnel inspected the gates and fence at the entrance of the facility. EPD personnel determined the fencing still contained large holes with footpaths leading to the holes and found the main gate partially open (see Photo #s 01 – 05). EPD inspectors did

observe a new signs posted at the main entrance warning against entry and trespass (see Photo #s 06 – 07). Walking the fence line approximately 150 yard to the north and back around the southern fence line and to the GA Power transmission right-of-way, EPD inspectors failed to see any additional signs warning against trespass, and encountered a number of holes in the fence and open, unsecured gates (see Photo #s 08, 10, 21, 23 and 28 for partial documentation of the conditions).

During the fence line walk, EPD Inspectors sought to determine if evidence of corrective actions by AZS or United in response to the December 7th letter could be seen without entering the site.

The facility continues to be occupied by indigents and encampments were observed remaining on-site (see Photo #s 09 and 29). Evidence was seen that at least one encampment has moved from the site, although moving less than 200 feet onto Loveless Avenue (see Photo #s 23 – 27).

Monitoring wells passed during the fence-line walk were spot-checked and those examined were found unlocked (see Photo #s 15, 16, 21 and 22), as were all wells inspected during the 2007 CEI.

Sound from the vicinity of the groundwater treatment system indicated it to be operational. The excessive amounts of foam observed two days earlier were not observed during this visit (see Photo # 12).

Non-lockable, brass, outdoor, water spigots were observed remaining on R-2, R-3 and R-4 (see Photo #s 13, 14 and 17 – 20). Previous inspections documented observations that indicate the likelihood that the water spigots may be used by the local indigents to obtain potable water from the recovery wells.

Open dumping was observed along the fence line and within areas of the facility observable from the fence, including the tire dump observed during the November 29 reconnaissance inspection (see Photo # 10, 23, 24, 28 and 29).

Conclusion:

Conditions at the site continue to pose a direct threat to human health and the environment.

Recommendations and Follow-up:	Follow-up verbally with AZS and United to determine when actions to abate conditions at the site will be completed with follow-up inspections to confirm.
Photographs:	29
Attachments:	One (Photo log)
Reviewed by:	Jim McNamara Unit Coordinator Land Disposal Unit
File:	AZS (R)

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ATTACHMENT A
Photo Documentation

Photo	01 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Fence at Marietta Boulevard. Locked, but no signs and clearly worn footpaths observed present on each side of fence.						

Photo	02 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Fence at Marietta Boulevard showing clearly worn footpaths present on south side of fence.						

Photo	03 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Property-line fence, looking approximately NNW. No signs warning against trespass or entry.						

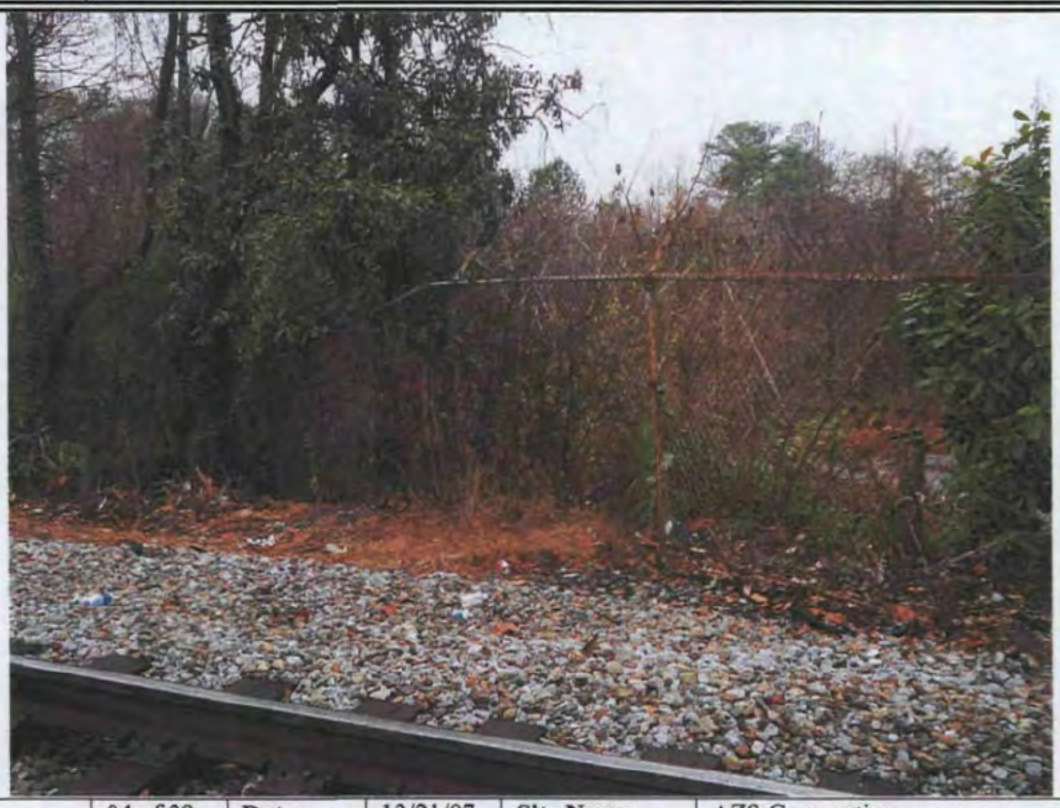


Photo	04 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Property-line fence, looking approximately WSW. No signs warning against trespass or entry. Fence on left side of photo has footpath and hole.						

Photo	05 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Close-up of hole in fence shown in Photo # 04.						

Photo	06 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Main gate found partially open and unlocked. New sign prohibiting trespass observed present.						

Photo	07 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Close-up of new sign warning against trespassing.						

Photo	08 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Gate across eastern rail siding that leads to former Wet and Dry Sizing Plant. No locks or signs prohibiting entry of trespassing observed.						

Photo	09 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Turning approximately 90 degrees right from Photo # 08, an indigent (pointed out by arrow and wearing a brown coat) can be seen in an encampment within the fence line. This same indigent can be seen in Photo # 29.						

Photo	10 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Along western fence line, standing just outside of where fence line would be, photo shows location from which next photos were taken by EPD inspector. Arrows point to fence posts. No signs observed in this area prohibiting trespass or entry.						

Photo	11 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	From location of Photo # 10, Groundwater Treatment System can be seen in background and RW-2 in middle left of picture (see arrow)						

Photo	12 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Groundwater Treatment System, as viewed from location of Photo # 10. No foam observed.						

Photo	13 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Close-up of RW-2, as seen from location of Photo # 10.						

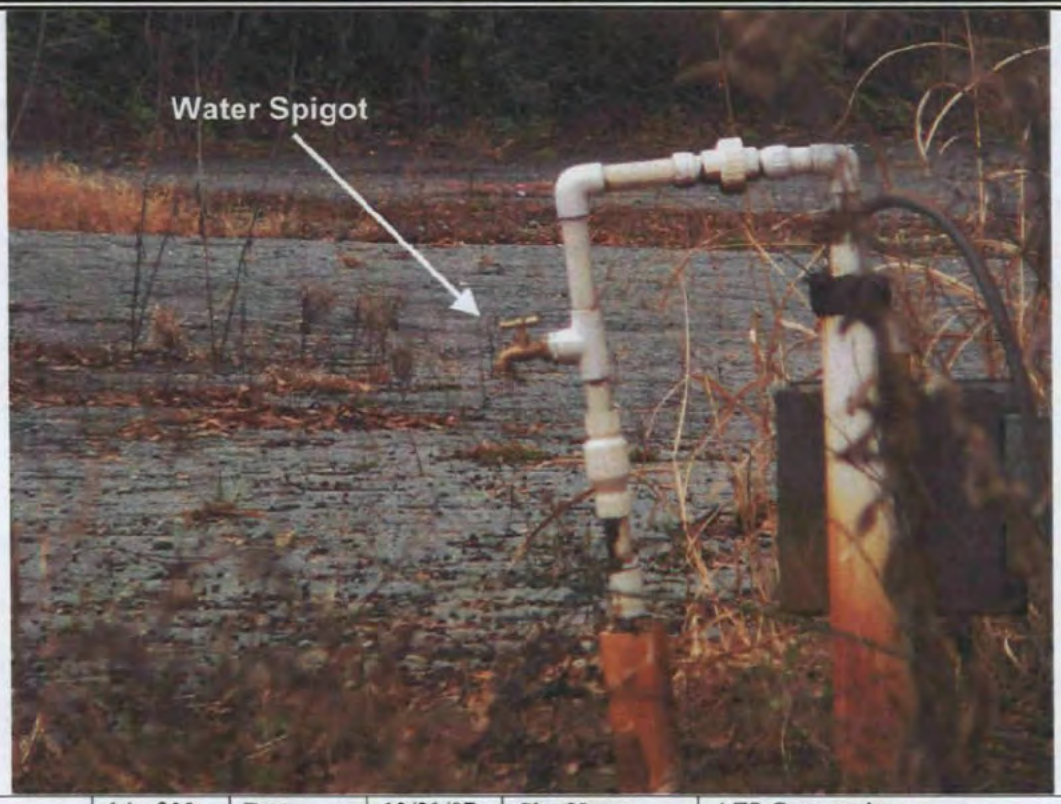


Photo	14 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Moving slightly to north of location of Photo # 10, but outside of fence line, the spigot can be clearly seen on the piping for RW-2.						

Photo	15 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	MW-47 with no lock present.						

Photo	16 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	MW-48 with no lock present.						

Photo	17 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	RW-3 as seen through fence with water spigot present in piping.						

Photo	18 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Close-up of water spigot installed in piping associated with RW-3.						

Photo	19 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation	
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:** Fulton
Explanation:	RW-4 as seen through fence with water spigot present in piping.					

Photo	20 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation	
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:** Fulton
Explanation:	Blurry close-up of water spigot on piping associated with RW-4.					

Photo	21 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	MW-34 seen through fence line						

Photo	22 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Close-up of MW-34 showing no lock is present.						

Photo	23 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Gate near southeast corner of property. During previous inspections, tents were observed inside of fence at this location.						

Photo	24 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Turning counter clockwise from Photo # 23.						

Photo	25 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Turning counter clockwise from Photo # 24.						

Photo	26 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Turning counter clockwise from Photo # 25.						

Photo	27 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Turning counter clockwise from Photo # 26. Asphalt marks what used to be Loveless Avenue. Tent in picture was previously observed in location shown by Photo # 23.						

Photo	28 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Second gate near southeast corner of property, along Loveless Avenue.						

Photo	29 of 29	**Date:**	12/21/07	**Site Name:**	AZS Corporation		
Photographer:	Thomas J Brodell, QEP; HWMB			**City:**	Atlanta	**County:**	Fulton
Explanation:	Indigent observed dumping trash on property. Indigent previously pictured in Photo # 09.						

APPENDIX C

PA Scoresheets and
HRS Quickscore Calculations and Assumptions

APPENDIX A

OMB Approval Number: 2050-0095
Approved for Use Through: 1/92

PA Scoresheets

Site Name: AZS Chemical Co. GAD981237225
CERCLIS ID No.: GAD057288144
Street Address: 762 Marietta Blvd. N.W.
City/State/Zip: Atlanta, GA 30318

Investigator: Lawrence Papetti
Agency/Organization: Georgia EPD
Street Address: Su. 1162 Floyd Towers E. 2 M.L.K. Jr. Dr. S.E.
City/State/Zip: Atlanta, GA 30334
Date: January 2008

INSTRUCTIONS FOR SCORESHEETS

Introduction

This scoresheets package functions as a self-contained workbook providing all of the basic tools to apply collected data and calculate a PA score. Note that a computerized scoring tool, "PA-Score," is also available from EPA (Office of Solid Waste and Emergency Response, Directive 9345.1-11). The scoresheets provide space to:

- Record information collected during the PA
- Indicate references to support information
- Select and assign values ("scores") for factors
- Calculate pathway scores
- Calculate the site score

Do not enter values or scores in shaded areas of the scoresheets. You are encouraged to write notes on the scoresheets and especially on the Criteria Lists. On scoresheets with a reference column, indicate a number corresponding to attached sources of information or pages containing rationale for hypotheses; attach to the scoresheets a numbered list of these references. Evaluate all four pathways. Complete all Criteria Lists, scoresheets, and tables. Show calculations, as appropriate. If scoresheets are photocopy reproduced, copy and submit the numbered pages (right-side pages) only.

GENERAL INFORMATION

Site Description and Operational History: Briefly describe the site and its operating history. Provide the site name, owner/operator, type of facility and operations, size of property, active or inactive status, and years of waste generation. Summarize waste treatment, storage, or disposal activities that have or may have occurred at the site; note also if these activities are documented or alleged. Identify probable source types and prior spills. Summarize highlights of previous investigations.

Probable Substances of Concern: List hazardous substances that have or may have been stored, handled, or disposed at the site, based on your knowledge of site operations. Identify the sources to which the substances may be related. Summarize any existing analytical data concerning hazardous substances detected onsite, in releases from the site, or at targets.

GENERAL INFORMATION

Site Description and Operational History:

Please see attached excerpt from PA Report, Section 2.0.

Probable Substances of Concern:
(Previous investigations, analytical data)

Please see attached excerpt from PA Report, Section 2.0.

2.0 SITE DESCRIPTION, OPERATIONAL HISTORY, AND WASTE CHARACTERISTICS

Personnel of the HWMB conducted site reconnaissance (including on-site and off-site reconnaissance) on November 29, 2007 (Ref. 48). The purpose of the site reconnaissance was to collect certain information necessary to complete a Preliminary Assessment (PA) in accordance with the document entitled, *Guidance for Performing Preliminary Assessments Under CERCLA* (Ref. 20). During the site reconnaissance, HWMB personnel recorded pertinent observations by marking maps (Attachment A of Ref. 48 contains field-annotated maps.), taking photographs (Attachment B of Ref. 48 contains a photograph log and 83 photographs), and writing in the logbook (Attachment C of Ref. 48 contains copies of the logbook).

2.1 Site Location

The site is located at 762 Marietta Blvd., N.W. in Atlanta, Georgia 30318. The reconnaissance team determined the coordinates of the Site Reference Point during the November 29, 2007 site reconnaissance (Ref. 48). The Photographic Log and the caption for Photo 16 (Contained in Attachment B of Ref. 48.) give the latitude and longitude measured for the Site Reference Point. Attachment A3 of Ref. 48, a map, shows the Site Reference Point location. Photo 16 of Ref. 48 shows the actual Site Reference Point location on the ground. The geographical coordinates of the site reference point are 33.77629 degrees North Latitude and 84.42834 degrees West Longitude, with accuracy within 14 feet (Ref. 48). Method Accuracy Description (MAD) data, according to the format requirements of the document, "Quick Reference Guide, Entering Latitude/Longitude Data" (Ref. 22) and based on field data (Ref. 48), are as follows:

- *Accuracy: 4.3* meters.

- *Collection Method:* Geographic Positioning System (GPS) Code (Pseudo Range) Differential (corresponds to use of a recreational grade GPS receiver).

- *Reference Datum:* NAD83 (datum used by GPS receiver).

- *Reference Point:* The site reference point is at the intersection of two site roads (Ref. 48). The EPD chose this reference point for the following reasons:

    - It is a convenient aspect of the site,
    - It is accessible for field verification,
    - It is located between the the Polymer Pond and the Series Pond Area, at the approximate geographic center of the site's major sources, and
    - It is identifiable based on an intersection of site roads shown on a topographic map (Figure 1).

- *Source Map Scale:* None (used GPS receiver):

- *Verification Method (optional):* DOQQ verified using USGS Americus, Georgia 1:24,000 scale topographic quadrangle map.

- *Source (optional): Field data (Ref. 48)*

- *Point/Line/Area (optional):* Not determined.

- *Measurement Sequence (optional):* Not determined.

- *Collection Date: November 29, 2007* GPS reading (Ref. 48).

A concrete benchmark monument is located on the southwestern portion of the site (Photo 67 and Attachment A1 of Ref. 48). The caption of Photo 67 lists the coordinates and elevation recorded on the benchmark monument. This PA does not designate the concrete benchmark monument as a Site Reference Point because it is located further from the geographic center of the sources than the chosen Site Reference Point is.

2.2 Site Description

The former AZS facility at the site is closed and no buildings exist on site other than a single, open-sided shed housing the groundwater treatment system, and shacks built and occupied by indigents (Refs. 6 and 48). Figure 1 (modified from Ref. 25) is an enlarged copy of the Northwest Atlanta USGS 7.5 minute topographic quadrangle map showing the site boundary, and the site's major sources: the Polymer Pond and the Series Pond Area. Figure 2 (modified from Ref. 25) is a topographic map showing the site boundaries, site topography at a 2-foot contour interval, the site's major sources, and other pertinent site features. Attachment A3 of Ref. 48 (modified from Ref. 24) is an aerial photograph showing the Polymer Pond and the Series Pond Area. Attachment A7 of Ref. 48 (a drawing excerpted from Ref. 11) shows the location of a pre-RCRA pond once located adjacent to the Series Pond Area. Site features include, but are not limited to the following: concrete foundations of former buildings, the groundwater treatment system and shed, paved roads, filled surface impoundments, monitoring and recovery wells, roads, a chain-link perimeter fence breached in several places, open and/or unsecured gates, drums with uncertain contents, streams, forest, inactive railroad spurs, abandoned piping, and indigent shelters (Ref. 48).

Based on the site boundaries marked on Figure 1, the site area is approximately 14 acres, or 595,000 square feet (Refs. 3 and 25). The site boundaries converge to a point on the northern end of the site (Photos 76-78 in Ref. 48, and Figures 1 and 2). A cleared power transmission line corridor and a large power substation border the site to the north and northwest (Photo 77 of Ref. 48 and Figure 1). According to the 2004 Part B Application, the Georgia Power Company owns the property north of the site (Ref. 25). A forested area borders the site to the northwest and west (Photos 76-78 of Ref. 48). A cleared, aboveground power transmission line corridor crosses the southern portion of the site in an east-west direction (Ref. 48). An open, brushy area is located west of the site

underneath the power transmission lines (Ref. 48). Loveless Avenue, an abandoned street, runs in an east-west direction immediately south of the southern boundary fence (Photo 52 in Ref. 48). A parking lot is located south of the southwestern portion of the site and a forest is located south of the southeastern portion of the site (Photo 52 of Ref. 48). A railroad corridor borders the site to the east (Photo 78 of Ref. 48). According to the 2004 Part B Application, CSX owns the railroad east of the site, and properties bounding the site to the west include Bankhead Welding and an abandoned dump (Ref. 25).

2.3 Operational History and Waste Characteristics

2.3.1 Ownership

According to the September 2004 Post Closure Care and Hazardous Waste Permit Application for the AZS Chemical Site, prepared for the AZS Corporation by Dobbs Environmental, Inc., the title to the property was held by United Technologies; AZS retained the title to the area in the footprint of the closed surface impoundments and to the monitoring and remediation system (Ref. 25). According to a September 19, 2006 memorandum, a group purchased the property around the Polymer Pond and the Series Pond Area and was preparing to develop it; however, the new owners refused to accept RCRA liability (Ref. 53). A November 30, 2007 HWMB internal memorandum regarding ownership and operating history (containing copies of the pertinent deeds) documented that AZS still owns the regulated units, and United Real Property Investment, LLC owns the surrounding parcel (Ref. 49).

2.3.2 Operational History

From the early 1900s until 1972, the facility manufactured specialty organic chemicals (Ref. 6). The facility produced a large, undocumented, and therefore indefinite array of products and wastes throughout its lifetime (Ref. 11). In 1972, Sydel-Woolley & Company merged with AZ Products and became AZS Chemical Company, a division of the AZS Corporation (Ref. 6). The AZS Chemical company produced organic chemicals at the site, including (Ref. 11):

- Adhesives,
- Polymers,
- Textile chemicals, and
- Specialty amines.

The facility used the following primary organic processes (Ref. 11):

- Emulsion polymer production,

- Alkyd resin production,
- Hydrogenation, and
- Production of textile finishing and size chemicals.

According to the 2004 Draft Part B Permit Application, the AZS Chemical Company handled hazardous wastes until 1985, when it discontinued manufacturing at the site (Ref. 25). The Draft Part B Permit Application also stated that manufacturing and waste-handling practices had taken place since the early 1900s (Ref. 25).

The AZS Chemical Company treated its wastewater in surface impoundments until November 7, 1985 (Ref. 11). After November 7,1985 the facility discharged to the City of Atlanta sanitary sewer after processing in an aboveground pretreatment plant (Ref. 11).

AZS possessed Hazardous Waste Facility Permit No. HW-051(D), which expired on September 30, 1997 for post closure care of four inactive, out of service surface impoundments; three impoundments were combined and regulated collectively as one regulated unit called the Series Pond Area and the fourth impoundment was regulated as the Polymer Pond (Refs. 6, 7, and 18). This PA designates the RCRA Series Pond Area as a single surface impoundment.

A RCRA monitoring well network exists throughout the site, and a pump and treat system to remediate groundwater contamination around the Series Pond Area is currently operational (Ref. 48). Currently, the AZS Corporation has a permit with the City of Atlanta to discharge the effluent from a groundwater treatment system to the sanitary sewer (Permit UG-117).

2.3.3 Regulatory History

The regulatory history of the site includes the following events under CERCLA, the Resource Conservation and Recovery Act (RCRA) incorporated by the Georgia Hazardous Waste Management Act, and the Georgia Hazardous Sites Response Act (HSRA):

CERCLA:

The EPA's, Superfund Information Systems database (CERCLIS) lists the AZS Chemical Company under EPA ID No. GAD057288144 (Ref. 26). According to the CERCLIS Archive, the site was Discovered under EPA ID No. GAD057288144 in CERCLIS on July 1, 1980, with a PA completion date (No Further Remedial Action Proposed—NFRAP) of September 17, 1995 (State-lead) and an archival date of December 19, 1996 (Ref. 26).

A February 25, 1999 Federal Register Notice (Volume 64, Number 37, Page 9349) records a Notice of Lodging of Consent Decree Under CERCLA indicating the lodging

of a proposed consent decree, United States of America v. AZS Corporation, et al., Civil Action No. 99-464 in the United States District Court for the District of New Jersey (Ref. 49). The United States' underlying complaint sought recovery of response costs under CERCLA (Ref. 49). A Consent Decree was entered and the Notice of Lodging of Consent Decree and Court Case 2:99-cv-00464-DRD in the US District Court of New Jersey was closed on April 13, 1999 (Ref. 49).

RCRA:

The RCRAInfo database lists the site under the name AZS Corporation, EPA ID No. GAD981237225 (Ref. 50). RCRAInfo and HWMB files document the following RCRA events for the site:

- A June 3, 1987 RCRA Facility Assessment (RFA) Report (Ref. 11).
- A July 1987 Post Closure Care Permit Application for two surface impoundments (Ref. 8).
- A September 30, 1987 Hazardous Waste Permit No. HW-051(D), for post-closure care of two surface impoundments, valid through September 30, 1997 (Ref. 7).
- A 1989 generator notification by Cargill, Inc., under EPA ID No. GAD057288144, for the following waste codes: U031, U220, D002, and U122 (Ref. 29).
- A 1993 generator notification by Cargill, Inc. under EPA ID No. GAD057288144, for wastes no longer used due to plant closing, including the following waste codes: D001, U009, and U162 (Ref. 29).
- A March 31, 1993 Amendment to Hazardous Waste Facility Permit No. HW-051 (D) resulting from a 5-year review (Ref. 20).
- The AZS Corporation, under EPA ID No. GAD981237225, has received several violations and Notices of Deficiency (NODs) for the failure to comply with permit requirements, such as: failure to operate a corrective action system, failure to submit a semi-annual report, failure to properly manage a hazardous waste container, and failure to inspect and maintain wells within permit requirements (Ref. 29). The AZS Corporation, under EPA ID No. GAD981237225, has previously notified as a generator for wastes from groundwater remediation activities at the site (Ref. 29).
- Hazardous Waste Permit No. HW-051(D) expired on September 30, 1997 and the AZS Corporation has not submitted an acceptable permit renewal Part B Application (Ref. 25).
- In 1997, the Cargill, Inc., under EPA ID No. GAD057288144, received a violation for failure to perform hazardous waste determinations at the site (Ref. 29).

- A 1998 Court of Appeals Case, Reheis v. AZS Corporation shows AZS was held responsible for rehabilitating groundwater at the site (Ref. 49).

- On August 30, 2000, the EPD sent a letter to AZS containing a proposed consent order, drafted by EPD according to previously discussed settlement conditions (Ref. 60).

- During September 2004, the site submitted a Post Closure Care and Hazardous Waste Permit Application for the AZS Chemical Site, Fulton County, Atlanta, Georgia, 2004 Permit Renewal (Ref. 25). On April 18, 2005, the HWMB issued comments on deficiencies in the application, drafts of which had also previously been submitted, reviewed and determined to be deficient by the EPD (Ref. 56).

Although the Post Closure Care Permit expired in 1997 (Ref. 18) and AZS has not renewed it, semi-annual groundwater monitoring and groundwater remediation activities continue at the site (Refs. 9 and 51). EPD personnel recently conducted RCRA inspections noting deficiencies in operation and maintenance of the groundwater monitoring and remediation systems; HWMB personnel performed the most recent RCRA inspections on the following dates: September 24 and 27, 2007 (Refs. 5 and 6), November 29, 2007 (Documented in Ref. 17, performed concurrently with PA site reconnaissance documented in Ref. 48), December 19, 2007 (Ref. 64), and December 21, 2007 (Ref. 65).

HSRA:

The EPD's Hazardous Sites Response Program (HSRP) received four HSRA Notifications for the site under the name, "Former Cargill Site". The HSRA Notifications were as follows:

- A July 5, 2006 Release Notification for a release of tetrachloroethene (PCE) in groundwater at a concentration above the MCL; routine groundwater sampling identified it (Ref. 12). Although PCE had already occurred in site groundwater, its new occurrence in an upgradient-monitoring well compelled Cargill, Inc. to submit the Release Notification (Ref. 12). A 2006 Environmental Indicator (EI) report indicated that solvents in groundwater at the site are partially attributable to the City of Atlanta Sewer System. Because of a lack of drinking water wells near the site, the site scored low for the groundwater pathway and the HSRP did not to list the site on the Hazardous Site Inventory (HSI) (Refs. 12 and 52).

- Three other HSRA Release Notifications occurred in 2005, 2004, and 1995 for releases of PCE in groundwater, methylene chloride in soil and groundwater, and benzene, MEK, 1,1,2,2- tetrachloroethane, and carbon disulfide in soil (Refs. 13, 14, 15, 54, and 59). The HSRP did not list the site on the HSI because of a lack of groundwater targets, and the presence of an encompassing fence around the site (Refs. 13, 14, 15, 54, and 59);

Personnel of the HWMB performed the HSRA-related site inspections on the following dates: May 26, 2004 (Ref. 16), July 1, 2004 (Ref. 15), September 21, 2004 (Ref. 14), June 1, 2005 (Ref. 13), and October 26, 2006 (Ref. 12).

2.3.4 Waste Characteristics

2.3.4.1 Hazardous Substances:

Hazardous substances associated with HSRA Release Notifications for the site are as follows (Refs. 12-15, 52, 54, and 59):

- PCE in groundwater,
- Methylene chloride in groundwater,
- Methylene chloride in soil,
- Benzene in soil,
- MEK in soil,
- 1,1,2,2-tetrachloroethane in soil, and
- Carbon disulfide in soil.

The March 31, 1993 Amendment to (now-expired) Hazardous Waste Permit No. HW-051(D) lists the following constituents and concentration limits, in milligrams per liter (mg/L), in the *Groundwater Protection Standard* (Ref. 18):

- Barium (total), 1.00;
- Cadmium (total), 0.01;
- Chromium (total), 0.05; and
- Lead (total), 0.05.

The *Groundwater Protection Standard* also lists the following Hazardous Constituents, with Background as a concentration limit (Ref. 18):

- Acetone,
- Benzene,
- Carbon disulfide,

- Chloroform,
- Cresol (Series Pond Area Only),
- Cyanide,
- 1,1-dichloroethane,
- 1,1-dichloroethylene,
- 1,4-dioxane,
- Ethyl benzene,
- Formaldehyde,
- Methyl ethyl ketone,
- Methyl isobutyl ketone,
- Methyl n-butyl ketone,
- Methylene chloride,
- Nickel,
- Tetrachloroethylene,
- Toluene,
- 1,1,1-trichloroethane,
- Trichloroethylene,
- Vinyl chloride, and
- Xylene (total).

Table 2 of the 1987 RFA, entitled *Hazardous Wastes Generated*, lists the following waste codes (Ref. 11):

- U220, F005 (toluene);
- D001 (amine forecut, epichlorohydrin, used oil mixed with F003 and F002);

- U61, F003 (MIBK);
- F003 (nonchlorinated solvents);
- F002 (chlorinated solvents); and

Table 2 of the RFA also lists the following waste codes for the surface impoundments (Ref. 11):

- U080 (methylene chloride),
- P022 (carbon disulfide),
- U002 (acetone),
- U078 (1,1-dichloroethylene),
- U044 (chloroform),
- U226 (1,1,1-trichloroethane),
- U084 (1,3-dichloropropene),
- U019 (benzene),
- U037 (chlorobenzene),
- U211 (carbon tetrachloride),
- U210 (tetrachloroethylene),
- U220 (toluene),
- U161 (methyl isobutyl ketone),
- U079 (1,2-dichloroethylene),
- U165 (naphthalene),
- U122 (formaldehyde), and
- U151 (mercury).

A November 16, 2007 RCRA Site Detail Report, Comprehensive Compliance Monitoring and Enforcement Report (CME), and Comprehensive Corrective Action

Report for Cargill, Inc. under EPA ID No. GAD057288144 list the following waste codes (Ref. 29):

- D001, U009, and U162 generated in 1993, no longer used due to plant closing, and
- U031, U220, D002, and U122 generated in 1989.

In a February 1, 2005 letter, Charles D. Williams of the HWMB stated (based on a review of documents previously submitted by AZS) that the main groundwater contaminants and their average dissolved concentrations were (Ref. 58):

- Vinyl chloride, approximately 80 Parts Per Billion (PPB);
- 1,2-dichloroethene, approximately 100 PPB; and
- Trichloroethene, approximately 10 PPB.

The size of the groundwater plume is approximately 400 ft. in length, approximately 200 ft. in width, and approximately 40 ft. in depth (Ref. 58). The plume extends into the bedrock (Ref. 58).

The target groundwater cleanup levels are the same as the Maximum Contaminant Levels (MCLs), which are (Ref. 58):

- Vinyl chloride 2 PPB,
- 1,2-dichloroethene 70 PPB, and
- Trichloroethene 5 PPB.

Although the Post Closure Care Permit expired in 1997 (and has not been renewed), the AZS Corporation performs semi-annual groundwater monitoring and groundwater remediation activities at the site (Refs. 18 and 51). Free product has not been measured at the site (Ref. 58). The most recent groundwater monitoring report available lists the presence of the following dissolved compounds in the site's monitoring and recovery wells in April and November 2006 (Ref. 51):

- Formaldehyde,
- Barium,
- Tetrachloroethene,
- Trichloroethene,
- cis-1,2-dichloroethene,

- trans-1,2-dichloroethene,
- Vinyl chloride, and
- Barium.

According to a September 19, 2006 memorandum, solvents detected in site groundwater may be partially attributable to an offsite, upgradient source (the City of Atlanta sewer system); difficulties in obtaining property access have hindered further investigation (Ref. 53).

2.3.4.2 Source Identification:

The 1987 RFA contains an inventory of the AZS Chemical Company's waste tanks, and potential Solid Waste Management Units (SWMUs—Tables 3 and 4 respectively of Ref. 11). The PA file review (including the RFA) and the PA field reconnaissance (See the Trip Report included as Ref. 48) identified several potential sources. They are as follows:

Surface Impoundments:

At the time of the 1987 RFA, all of the surface impoundments were closed (Ref. 11). They are as follows:

- **The Polymer Pond:** A surface impoundment located on the northeastern portion of the site (Figure 2 and Photos 17-19 in Ref. 48). The Polymer Pond had a capacity of 195,000 gallons (Ref. 11).
- **The Series Pond Area:** A surface impoundment located on the southwestern portion of the site (Figure 2, and Photos 40-43 and 47-51 of Ref. 48). The Series Pond Area included a 79,000-gallon neutralization impoundment, a 350,000-gallon settling pond, and a 263,000-gallon skimming pond, for a total volume of 692,000 gallons (Ref. 11). A filled, pre-RCRA process pond (a surface impoundment, shown in Attachment A7 of Ref. 48), of unknown volume, existed on the southwestern portion of the site (west of the Series Pond Area) beyond the extent of the Series Pond Area RCRA cap (Refs. 11 and 48). For the purposes of this PA and at this time, the pre-RCRA process pond is considered part of the Series Pond Area. In the RFA, the total area estimated for the Series Pond Area (including the abandoned pond) was 36,000 square feet or 0.83 acre (Ref. 11).

Drums:

Eight drums with unknown contents are currently located in different areas of the site (Photos 12, 32-34, 36-38, and 81 of Ref. 48). The photographic log and individual

photographs in Ref. 48 show the drums, and their geographic coordinates. A separate Land Disposal Unit trip report provides additional information on the drums (Ref. 17).

Site Soils:

A January 19, 2001 United Consulting memorandum presented soil analytical results related to an environmental investigation by United Consulting for transactional/development purposes (Ref. 57). Maps contained in the memorandum summarized soil detections from 1995 and 2001 for samples collected by United Consulting and a consultant for Cargill (Kiber Environmental) for a HSRA investigation (Ref. 57). The maps show detections of the following constituents in site soils (Ref. 57):

- Methylene chloride,
- Acetone,
- Ethylbenzene,
- Xylenes,
- MEK,
- Benzene,
- 1,1,2,2-tetrachloroethane,
- cis-1-2-dichloroethene,
- Cadmium,
- Vinyl chloride,
- Chromium, and
- 1-methylnaphthalene.

According to the PA Guidance (Ref. 20, Section 3.5.1, Page 111),

> *Because areas of suspected contamination are usually present at CERCLA hazardous waste sites, a Likelihood of Exposure score of 550 is generally appropriate and you may assign this value as a default measure. Assign the alternative zero value only in cases where the presence of areas of contamination can be confidently ruled out.*

This PA has not positively ruled out the presence of a hazardous substance within the top two feet of on-site penetrable cover (e.g., landscaped areas, bare soil, sediments, etc.) for all areas of the site. Section 3.5.1 of the PA Guidance (excerpted above) allows for the

conservative assumption that hazardous substances are present on a site in areas not covered by an essentially impenetrable cover or more than 2 feet of cover material (Ref. 20). Therefore, at this time this PA assumes the presence of surficial soil contamination throughout the site for the purposes of this PA. Based on measurements from the site boundaries as marked on Figure 1, the site area is approximately 14 acres, or 595,000 square feet (Refs. 3 and 25). Because the total site area is less than 78 acres, this PA did not subtract the site area covered by pavement and other impervious surfaces. However, for future reference, Figure 2 (adapted from Ref. 25) identifies areas of concrete foundations and pavement.

Tanks:

Approximately 113 tanks were once located at the AZS facility; three tanks (Tanks 17, 18, and 29) received possible wastes according to the 1987 RFA (Ref. 11). Table 3 of the 1987 RFA lists the contents and volumes of these three tanks as follows:

Tank #17:	8,000 gallons, containing waste fuel,
Tank #18:	10,000 gallons, containing MIBK, and
Tank #19:	10,000 gallons, containing epichlorohydrin.

Former Satellite Accumulation and Drum Storage Areas:

The 1987 RFA lists the following areas on the Potential SWMU Inventory (Table 4 of Ref. 11):

R&D Satellite Accumulation Area:	One 55-gallon drum,
Q & A Lab Satellite Accumulation :	One 55-gallon drum, and
Outside Drum Storage Area East of Polymer Plant:	An uncertain number of 55-gallon drums, but a minimum of 7 drums is estimated based on 7 types of waste listed in RFA Table 4.

Other Sources:

AZS operated five emission scrubbers and one thermal incinerator under EPD Air Protection Branch Permit Nos. 2819-060-6536, 2869-060-9356, and 2869-060-9541 (Ref. 11). The Georgia Air Pollution Compliance Program estimated a total hydrocarbon emission rate of five tons/year, mostly composed of toluene vapors (Ref. 11). However, because the scrubbers no longer exist, this PA disregards them as sources.

A large tarp, covering unknown items, is located on the western portion of the site (Photo 68 of Ref. 48). The field team did not pull back the tarp because of its proximity to Indigent Camp #5; for safety and privacy reasons (See HASP in Attachment E of Ref. 48), the field team attempted to minimize contact with the indigents living on the site. Although the tarp may have contained provisions used by the indigents, it could possibly be a hazardous waste source. However, because it was tightly covered by a well-secured tarp, it was located on a concrete slab, and it would make a relatively small contribution to the waste quantity (PA Table 1), at this time and for the purposes of this PA, it is disregarded as a source. Any future investigations should attempt to identify the tarp's contents.

GENERAL INFORMATION (continued)

Site Sketch: Prepare a sketch of the site (freehand is acceptable). Indicate all pertinent features of the site and nearby environs, including: waste sources, buildings, residences, access roads, parking areas, drainage patterns, water bodies, vegetation, wells, sensitive environments, etc.

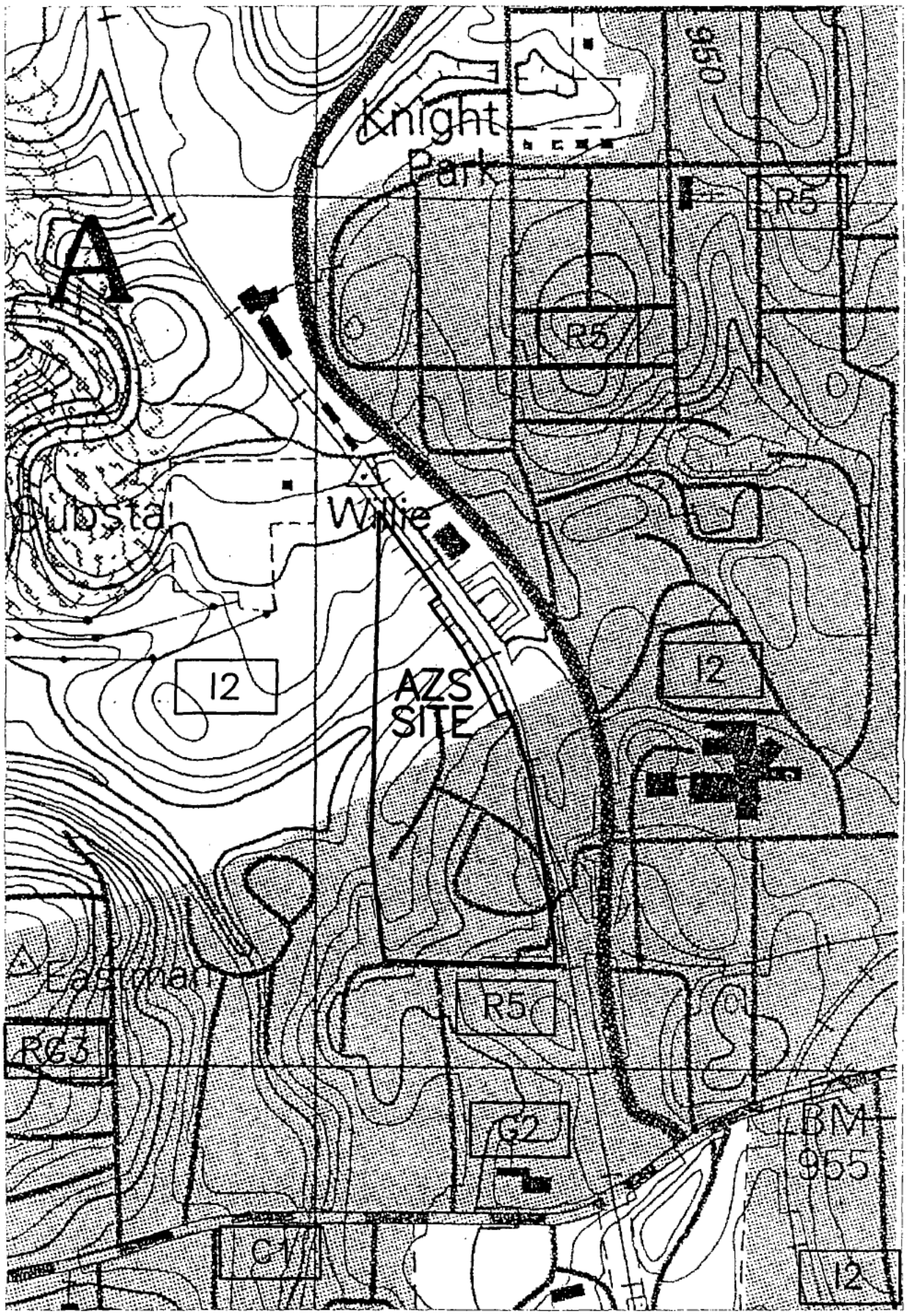
GENERAL INFORMATION (continued)

Site Sketch:
(Show all pertinent features, indicate sources and closest targets, indicate north)

Please see PA figures 1-3 (attached).

LEGEND

I2	INDUSTRIAL
I1	INDUSTRIAL
C1	COMMERCIAL
RG3	RESIDENTIAL GOVERNMENT
RG5	RESIDENTIAL GOVERNMENT
G2	GOVERNMENT



AREA TOPOGRAPHIC MAP
(10 FOOT CONTOURS)

AZS

HW-051D
762 MARIETTA BOULEVARD
ATLANTA, GEORGIA 30318

500 0 500 1000 1500

SCALE: 1" = 500'

SITE LOCATION MAP

PA FIGURE 1.
(FROM REF. 25)

U.S. EPA REGION IV

SDMS

Unscannable Material Target Sheet

DocID: 10697158 Site ID: GAD057288144

Site Name: A & S Chemical Co.

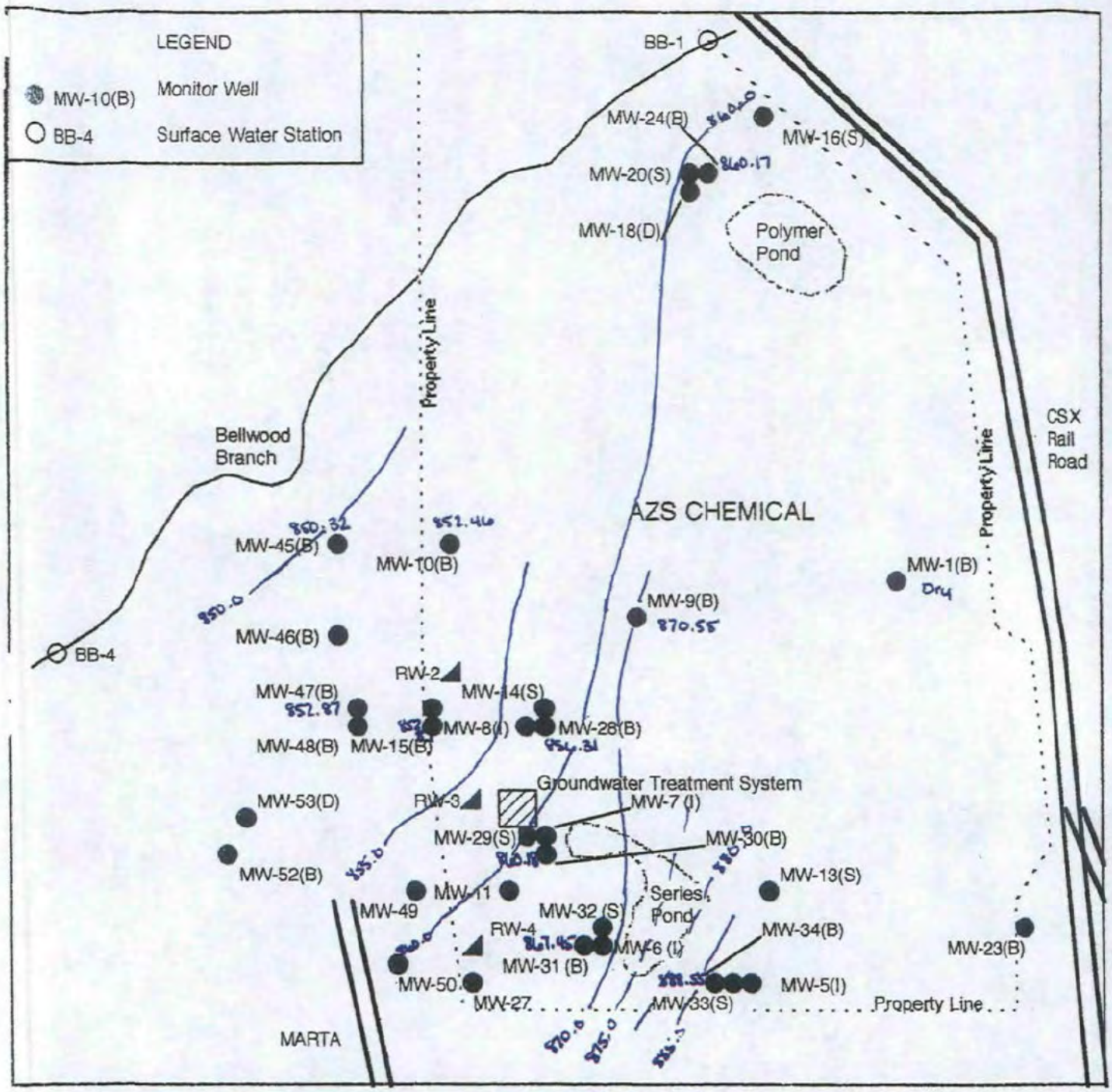
Nature of Material:

Map:	☑	Computer Disks:	☐
Photos:	☐	CD-ROM:	☐
Blueprints:	☐	Oversized Report:	☐
Slides:	☐	Log Book:	☐

Other (describe): Topographic Map (Fig. 2)

Amount of material:

* Please contact the appropriate Records Center to view the material *



Groundwater Potentiometric Surface map
September 24, 2007
AZS Chemical Site
Atlanta, Fulton County, Georgia

PA FIGURE 3.
(FROM REF. 5)

SOURCE EVALUATION

! Number and name each source (e.g., 1. East Drum Storage Area, 2. Sludge Lagoon, 3. Battery Pile).

! Identify source type according to the list below.

! Describe the physical character of each source (e.g., dimensions, contents, waste types, containment, operating history).

! Show waste quantity (WQ) calculations for each source for appropriate tiers. Refer to instructions opposite page 5 and PA Tables 1a and 1b. Identify waste quantity tier and waste characteristics (WC) factor category score (for a site with a single source, according to PA Table 1a). Determine WC from PA Table 1b for the sum of source WQs for a multiple-source site.

! Attach additional sheets if necessary.

! Determine the site WC factor category score and record at the bottom of the page.

Source Type Descriptions

Landfill: an engineered (by excavation or construction) or natural hole in the ground Into which wastes have been disposed by backfilling, or by contemporaneous soil deposition with waste disposal, covering wastes from view.

Surface Impoundment: a topographic depression, excavation, or diked area, primarily formed from earthen materials (lined or unlined) and designed to hold accumulated liquid wastes, wastes containing free liquids, or sludges that were not backfilled or otherwise covered during periods of deposition; depression may be dry if deposited liquid has evaporated, volatilized or leached, or wet with exposed liquid; structures that may be more specifically described as lagoon pond, aeration pit, settling pond, tailings pond, sludge pit, etc.; also a surface impoundment that has been covered with soil after the final deposition of waste materials (i.e., buried or backfilled).

Drums: portable containers designed to hold a standard 55-gallon volume of wastes.

Tanks and Non-Drum Containers: any stationary device, designed to contain accumulated wastes, constructed primarily of fabricated materials (such as wood, concrete, steel, or plastic) that provide structural support; any portable or mobile device in which waste is stored or otherwise handled.

Contaminated Soil: soil onto which available evidence indicates that a hazardous substance was spilled, spread, disposed, or deposited.

Pile: any non-containerized accumulation above the ground surface of solid, non-flowing wastes; includes open dumps. Some types of piles are: Chemical Waste Pile -- consists primarily of discarded chemical products, byproducts, radioactive wastes, or used or unused feedstocks; Scrap Metal or Junk Pile -- consists primarily of scrap metal or discarded durable goods such as appliances, automobiles, auto parts, or batteries, composed of materials suspected to contain or have contained a hazardous substance; Tailings Pile -- consists primarily of any combination of overburden from a mining operation and tailings from a mineral mining, beneficiation, or processing operation; Trash Pile -- consists primarily of paper, garbage, or discarded non-durable goods which are suspected to contain or have contained a hazardous substance.

Land Treatment: landfarming or other land treatment method of waste management in which liquid wastes or sludges are spread over land and tilled, or liquids are injected at shallow depths into soils.

Other: a source that does not fit any of the descriptions above; examples include contaminated building, ground water plume with no identifiable source, storm drain, dry well, and injection well.

SOURCE EVALUATION

Source No.: 1	Source Name: Polymer Pond	Source Waste Quantity (WQ) Calculations:
Source Description: See - Table 4 of RFA (Ref. 11) attached - PA Figure 2 (Ref. 25) Previously attached - PA Report Section 2.3 Previously attached		Divisor for ft^2 is 13. Pond dimensions measured from PA Figure 2 are: $50' \times 110' = 5{,}500\ ft^2$ $\frac{5{,}500\ ft^2}{13} = 423$

Source No.: 2	Source Name: Series Ponds	Source Waste Quantity (WQ) Calculations:
Source Description: See - Table 4 of RFA (Ref. 11) attached - PA Figure 2 (Ref. 25) attached - PA Report Sect. 2.3 Previously attached		Divisor for ft^2 is 13. Pond area measured from PA Figure 2 is $33{,}750\ ft^2$ $\frac{33{,}750\ ft^2}{13} = 2{,}596$

Source No.: 3	Source Name: Contaminated Soil	Source Waste Quantity (WQ) Calculations:
Source Description: See - PA Figure 2 (Ref. 25) attached - PA Report Sect. 2.3 Previously attached - PA Figure 1		$\frac{1700' \times 700'}{2} = 595{,}000$ sq ft. $= 14$ acres $\frac{595{,}000\ sq\ ft.}{34{,}000} = 17.5$

Including WQ from attached page → Site WC: 32

Source #	Source Name	Description	WQ	Ref.
4	Waste Fuel Tank #17	8,000 gal. Tank	8000/500 = 16	11
5	Recovered MIBK Tank #18	10,000 gal. Tank	10,000/500 = 20	11
6	Recovered epi-Chlorohydrin Tank #19	10,000 gal. Tank	10,000/500 = 20	11
7	R&D Lab Satellite Accumulation Area	1-55 gal. Drum	1/10 = 0.1	11
8	QA Lab Satellite Accumulation Area	1-55 gal. Drum	1/10 = 0.1	11
9	Outside Drum Storage Area East of Polymer Plant	55 gal. drums, minim. 7 drums based on 7 types of waste listed in RFA Table 4	7/10 = 0.7	11
10	Existing Drums on Site	8-55 gal. Drums	8/10 = 0.8	6, 48

TOTAL WQ for Sources 1-10

= 3,094

Table Raw material, product and waste tanks.

Tank Number	Product Number	Product	Gallons	Material Construction	Diked	Level Indicator
		POLYMER WAREHOUSE				
82	F-862	Paint Polymer	12,000	Stainless Steel		
83	G-158	Paint Polymer	12,000	Stainless Steel		
77	G-078	Emulsion Polymer	10,000	Stainless Steel		
78	G-140	Emulsion Polymer	10,000	Stainless Steel		
90	F-965	Emulsion Polymer	12,000	Stainless Steel		
79	F-954	Emulsion Polymer	5,000	Stainless Steel		
80	F-894	Emulsion Polymer	3,000	Stainless Steel		
		MONOMER TANK FARM				
43		Methyl Acrylate	10,000	Stainless Steel	✓	
44		Methyl Methacrylate	15,000	Stainless Steel	✓	
97		Arcylonitrile	12,000	Stainless Steel	✓	
91		Vinyl Acetate	19,000	Stainless Steel	✓	
86		Butyl Acrylate	5,000	Stainless Steel	✓	
85		Butyl Acrylate	5,000	Stainless Steel	✓	
45		Vinyl Acetate	15,000	Stainless Steel	✓	
46		Ethyl Acrylate	15,000	Stainless Steel	✓	
	Primary Total Diked Diversion Volume		204,000			
	Secondary Containment Volume		200,000	Gunnite		
		NORTH OF THE POLYMER PLANT				
95	G-086	Emulsion Polymer	20,000	Stainless Steel		
96	G-094	Emulsion Polymer	20,000	Stainless Steel		
92	G-109	Emulsion Polymer	20,000-25,000			
81	F-954	(Swing Tank)	5,000			

RFA Table 3 (from Ref. 11)

Table 3. cont.

Tank Number	Product Number	Product	Gallons	Material Construction	Diked	Level Indicator
		NORTH OF THE POLYMER PLANT (Continued)				
100		Diotyl Maleate	20,000	Stainless Steel		
99	G-137	Finishing Plant Product	20,000			
98		Decyl Alcohol	8,000	Stainless Steel		
109		2 Ethyl Hexyl Acrylate	10,000	Stainless Steel		
108	S-729	Polyester	10,000	Stainless Steel		
		NORTH OF POLYMER PLANT				
130	F-923		10,000	Stainless Steel		
131			10,000	Stainless Steel		
132		Amine and Amine Forecut	10,000			
74	Titrox x 405	Surfactant	3,000			
		EAST OF POLYMER PLANT				
76		25 Percent Caustic	10,000	Steel		
		Well Water	12,000	Steel		
#2 Fuel Oil		Fuel Oil				
Ammonia Tank		Anhydrous Ammonia	12,000			
		NORTH SIDE OF RESIN PLANT				
105		Phthaltic Anhydride	25,000			
103		Diethylene Glycol	25,000			
106		Soya Oil	25,000			
104		Propylene Glycol	25,000			
101		Glycerine	9,900			
102		Slyfat 95	25,000			

Table 3 cont.

Tank Number	Product Number	Product	Gallons	Material Construction	Diked	Level Indicator
		WEST SIDE DRUM STORAGE WAREHOUSE				
7		Methanol				LI
88		Empty				
89		Empty				
107		Chlorosulfonic Acid				
30		Sulfuric Acid (98 Percent)			✓	DR
47	RM 629	C_{12}-C_{14} Alcohol				LG
		FINISH PLANT TANK PAD				
50	F-807	A-64 Polyethylene Emulsion	3,000	Steel	✓	SG
49	F-851	B-99ST Wax Emulsion	3,000	Glass Lined	✓	SG
53		Empty	3,000	Elasti Glass	✓	SG
51		Side Stream Butanol Epichloro	3,000	Elasti Glass	✓	SG
32		2 Ethyl Hexanol	10,000	Stainless Steel	✓	LG
48	F-998		3,000	Elasti Glass	✓	PSG
31	G-137		10,000	Stainless Steel	✓	LG
36		Swing Tank	10,000	Stainless Steel	✓	LG
68		Empty	5,000	Steel	✓	SG
67		2 Ethyl Hexanol	5,000	Steel	✓	SG
	Secondary Containment Dike		28,000	Concrete Block		
		DRUM WAREHOUSE				
60		Empty	2,000	Steel		
61		Reserve Tank	2,000	Steel		
62		Reserve Tank	2,000	Steel		
63		Reserve Tank	2,000	Steel		
64		Reserve Tank	2,000	Steel		
65		Reserve Tank	2,000	Steel		

From: R&T 11

Table 5. cont.

Tank Number	Product Number	Product	Gallons	Material Construction	Diked	Level Indicator
		DRUM WAREHOUSE (Continued)				
40		Diethylene Glycol	17,000	Aluminum		
41		Diethylene Glycol	17,000	Aluminum		
42		Diethylene Glycol	17,000	Aluminum		
		FINISH PLANT (FIRST FLOOR)				
1	1214-40	Alcohol	3,000	Stainless Steel		SG
2	G-025 K-42	Liquid Weighter	3,000	Glass Lined		
3	F-939	Detergent Type	3,000	Glass Lined		SG
4	F-807 A-64	Polyethylene Emulsion	3,000	Pfauder Glass		SG
5	F-962	Defoamer	3,000	Pfauder Glass		SG
33	F-784	Liquid Weighter	5,000	Glass Lined		SG
34	F-705	Softener	5,000	Glass Lined		SG
35	G-044	Knit Finish Sodium Stearate	10,000	Glass Lined		
84	S-768 G-72	Hydrolized PVA	10,500	Stainless Steel		PSG
71	RM-297		7,500	Stainless Steel		
72	RM-123	Neodol 23-3 Alcohol	7,500	Stainless Steel		
66		Empty	5,000	Stainless Steel		
73	F-794	Sodium Sulfate Detergent	10,000	Stainless Steel		
		FINISHING PLANT (SECOND FLOOR)				
10	F-656	Silicone Product	37,000	Stainless Steel		
59	RM-346	Methyl Formcel	2,000	Stainless Steel		
8	F-488 B-75	Polyethylene Emulsion	3,000	Glass Lined		
9	G-021	Wax Glycerides	3,000	Stainless Steel		
58		Empty	800	Steel		
6			1,500	Glass Lined		
57		Noedel 25 Alcohol	1,000	Glass Lined		
56		Empty	1,000	Stainless Steel		

Table 3. cont.

Tank Number	Product Number	Product	Gallons	Material Construction	Diked	Level Indicator
		WEST SIDE OF RESIN PLANT				
111	A-004	Alkyd Resin	30,000		✓	
112	A-030	Alkyd Resin	30,000		✓	
43		Mineral Spirits	20,000		✓	
114	A-030	Alkyd Resin	20,000		✓	
115	A-013	Alkyd Resin			✓	
116	A-006	Nonflammable Alkyd Resin	20,000		✓	
117	S-764	Polyester	20,000		✓	
118		Xylene	20,000		✓	
119	A-033	Xylene Based Alkyd Resin	20,000		✓	
120	A-038	Toluene Based Alkyd Resin			✓	
		FINISH PLANT TANK FARM				
39	234	Slack Wax	15,000	Steel	✓	
38	150	Epichlorohydrin	12,000	Steel	✓	LG
20	146	Butanol	14,000	Lined	✓	LG
37		Diethanolamine	6,600	Steel	✓	LG
21	124	2 Ethyl Hexanol	5,000	Steel	✓	LI
[redacted] 17(?)		[redacted] X	[redacted]	[redacted]	[redacted]	
16	RM 157	Isopropanol	8,000	Riveted Steel	✓	
15		Diesel Fuel	10,000	Riveted Steel	✓	
14	244	25 Percent Caustic	10,000	Steel	✓	LG
13		50 Percent Caustic	30,000	Steel	✓	LG
[redacted] 18(?)		[redacted]	[redacted]	[redacted]	[redacted]	
19	RM 629	1214 Alcohol	10,000	Steel	[redacted]	LG
[redacted] 29(?)	RM 902	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
89		Mineral Seal Oil	5,000	Fiber Glass	✓	
	Tank Farm Dike		35,843	Concrete Block	✓	

Table 3. ont.

Tank Number	Product Number	Product	Gallons	Material Construction	Diked	Level Indicator
28	RM 154	Igepal	8,800	Glass Lined	✓	SG
27	RM 151	Tallow Glyceride	8,800	Glass Lined	✓	NSG
26	RM 151	Tallow Glyceride	8,800	Glass Lined	✓	NSG
	Secondary Containment Volume					
23		Tallow	13,500			
22		Tallow	9,500	Steel	✓	LG
	Secondary Containment Volume		9,500	Steel	✓	LG
24	RM 196	Paraffin	8,500			
25	RM 196	Paraffin	11,400	Steel	✓	SG
			15,000	Steel	✓	SG

From: Ref. 11

Table 4 Potential Solid Waste Management Unit Inventory

SWMU	Potential for Release	Suggested Further Action
Polymer Pond Source #1 (Surface Impoundment)	Gunnite-lined walls but no bottom. Releases to groundwater from the unit occurred when the impoundment was in use between 1965 and 1985. Documentation of specific wastes disposed is incomplete. Wastes were removed and an impermeable cap placed over the top in 1986-1987.	Since the unit will be under a RCRA remedial program, no further action is recommended.
Acid Pond	No liner. Releases to groundwater from the unit occurred when the impoundment was in use from the 1950s to 1985. Documentation of wastes is incomplete but wastes were removed and the impoundment capped in 1986-1987.	Included in a RCRA remedial program designed for entire series pond area, so no further action is recommended.
Settling Pond	No liner. Releases have occurred since use beginning in early 1950. Wastes removed and impoundment capped in 1986-1987.	Included in the series pond remedial action (RCRA) so no further action is recommended.
Alkyd Pond	No liner. Releases have occurred since construction in 1972 1973. Waste removed and impoundment capped in 1986-1987.	Included in series pond remedial action (RCRA) so no further action is recommended.
Abandoned Pond	No liner. Unknown history, use ceased before 1960s. Waste undocumented. Waste removed and the impoundment capped in 1986-1987.	While not RCRA regulated, pond has been included in series pond remedial action. No further action is recommended.
Waste Fuel Tank No. 17 Source #4 (Tank)	The tank is not equipped with a level indicator but has a secondary containment system to contain accidental spills or overflows.	No further action is recommmended, except changes to manifest methods.

Source #2 Series Pond (Surface Impoundment)

From: Ref. 11

Table 4 Potential Solid Waste Management Unit Inventory

SWMU	Potential for Release	Suggested Further Action
Waste Fuel Tank No. 17	Inspected 12 times/day. Emptied every 30 days. The potential for release to all pathways is little or none. But, AZS needs to maintain records of specific contents and not just manifest as D001.	
Recovered MIBK Tank No 18. Source #5 (Tank)	No level indicator. Has a secondary containment system for accidental spills or overflows. Potential for release probably low, but it is suspected that the unit may be applicable to RCRA storage regulations.	Request proof of exemption from RCRA.
Recovered Epichlorohydrin Tank No. 29 Source #6 (Tank)	Equipped with a level indicator and a secondary containment system. Potential for release probably low, but it is suspected that the unit may be applicable to RCRA storage regulations.	Request proof of exemption from RCRA.
R & D Lab Satellite Accumulation Area Source #7 (Drum)	Limited to no more than 55 gallons total of hazardous waste. Outside but protected on a raised platform, but wastes not identified to specific chemical, or separated to prevent mixing of incompatibles if an accident occurred. No secondary containment system. Release probably low.	The facility shall review and correct waste identification procedures and separation of incompatibles.
Q&A Lab Satellite Accumulation Source #8 (Drum)	Limited to no more than 55 gallons total of hazardous waste. Protected inside of building. Release probably low.	No further action required.

Table 4 Potential Solid Waste Management Unit Inventory

SWMU	Potential for Release	Suggested Further Action
Outside drum storage area east of polymer plant. Source #9 (Drums)	55 gallon drums store solid waste prior to removal off site for disposal. Recovered epichlorohydrin and MIBK have been observed. Also phthalic anhydrite used charcoal, spent nickel catalyst, filter cake used lubricating oil and styrene contaminated emulsion polymer. March 20 inspection noted few drums were labelled, and some drums were in poor condition (rust and scaling). Area is not diked, although storm drains service the area. There is potential for releases to groundwater and surface water.	Request further information and proof of adequate recycling. The facility shall review container management practice to assure the quality of the ground or surface waters are not impaired (391-3-3-.04 of Georgia Rules for Solid Management).
Underground Wastewater Pipes	There is no indication of a release from the surface. A potential for release exists.	Request facility to evaluate leakage potential.

WASTE CHARACTERISTICS (WC) SCORES

WC, based on waste quantity, may be determined by one or all of four measures called "tiers": constituent quantity, wastestream quantity, source volume, and source area. PA Table 1a (page 5) is divided into these four tiers. The amount and detail of information available determine which tier(s) to use for each source. For each source, evaluate waste quantity by as many of the tiers as you have information to support, and select the result that gives you the highest WC score. If minimal, incomplete, or no information is available regarding waste quantity, assign a WC score of 18 (minimum).

PA Table 1a has 6 columns: column 1 indicates the quantity tier; column 2 lists source types for the four tiers; columns 3, 4, and 5 provide ranges of waste amount for sites with only one source, which correspond to WC scores at the top of the columns (18, 32, or 100); column 6 provides formulas to obtain source waste quantity (WQ) values at sites with multiple sources.

To determine WC for sites with only one source:

1. *Identify source type (see descriptions opposite page 4).*
2. *Examine all waste quantity data available.*
3. *Estimate the mass and/or dimensions of the source.*
4. *Determine which quantity tiers to use based on available source information.*
5. *Convert source measurements to appropriate units for each tier you can evaluate for the source.*
6. *Identify the range into which the total quantity falls for each tier evaluated (PA Table 1a).*
7. *Determine the highest WC score obtained for any tier (18, 32, or 100, at top of PA Table 1a columns 3, 4, and 5, respectively).*
8. *Use this WC score for all pathways.**

To determine WC for sites with multiple sources:

1. *Identify each source type (see descriptions opposite page 4).*
2. *Examine all waste quantity data available for each source.*
3. *Estimate the mass and/or dimensions of each source.*
4. *Determine which quantity tiers to use for each source based on the available information.*
5. *Convert source measurements to appropriate units for each tier you can evaluate for each source.*
6. *For each source, use the formulas in column 6 of PA Table 1a to determine the WQ value for each tier that can be evaluated. The highest WQ value obtained for any tier is the WQ value for the source.*
7. *Sum the WQ values for all sources to get the site WQ total.*
8. *Use the site WQ total from step 7 to assign the WC score from PA Table 1b.*
9. *Use this WC score for all pathways.*

---

* The WC score is considered in all four pathways. However, if a primary target is identified for the ground water, surface water, or air migration pathway, assign the determined WC or a score of 32, whichever is greater, as the WC score for that pathway.

PA TABLE 1: WASTE CHARACTERISTICS (WC) SCORES

PA Table 1a: WC Scores for Single Source Sites and Formulas for Multiple Source Sites

TIER	SOURCE TYPE	SINGLE SOURCE SITES (assigned WC scores)			MULTIPLE SOURCE SITES
		WC = 18	*WC = 32*	*WC = 100*	Formula for Assigning Source WQ Values
CONSTITUENT	N/A	≤100 lb	>100 to 10,000 lb	>10,000 lb	*lb ÷ 1*
WASTESTREAM	N/A	≤500,000 lb	>500,000 to 50 million lb	>50 million lb	*lb ÷ 5,000*
VOLUME	Landfill	≤6.75 million ft³ ≤250,000 yd³	>6.75 million to 675 million ft³ >250,000 to 25 million yd³	>675 million ft³ >25 million yd³	*ft³ ÷ 67,500* *yd³ ÷ 2,500*
	Surface impoundment	≤6,750 ft³ ≤250 yd³	>6,750 to 675,000 ft³ >250 to 25,000 yd³	>675,000 ft³ >25,000 yd³	*ft³ ÷ 67.5* *yd³ ÷ 2.5*
	Drums	≤1,000 drums	>1,000 to 100,000 drums	>100,000 drums	*drums ÷ 10*
	Tanks and non-drum containers	≤50,000 gallons	>50,000 to 5 million gallons	>5 million gallons	*gallons ÷ 500*
	Contaminated soil	≤6.75 million ft³ ≤250,000 yd³	>6.75 million to 675 million ft³ >250,000 to 25 million yd³	>675 million ft³ >25 million yd³	*ft³ ÷ 67,500* *yd³ ÷ 2,500*
	Pile	≤6,750 ft³ ≤250 yd³	>6,750 to 675,000 ft³ >250 to 25,000 yd³	>675,000 ft³ >25,000 yd³	*ft³ ÷ 67.5* *yd³ ÷ 2.5*
	Other	≤6,750 ft³ ≤250 yd³	>6,750 to 675,000 ft³ >250 to 25,000 yd³	>675,000 ft³ >25,000 yd³	*ft³ ÷ 67.5* *yd³ ÷ 2.5*
AREA	Landfill	≤340,000 ft² ≤7.8 acres	>340,000 to 34 million ft² >7.8 to 780 acres	>34 million ft² >780 acres	*ft² ÷ 3,400* *acres ÷ 0.078*
	Surface impoundment	≤1,300 ft² ≤0.029 acres	>1,300 to 130,000 ft² >0.029 to 2.9 acres	>130,000 ft² >2.9 acres	*ft² ÷ 13* *acres ÷ 0.00029*
	Contaminated soil	≤3.4 million ft² ≤78 acres	>3.4 million to 340 million ft² >78 to 7,800 acres	>340 million ft² >7,800 acres	*ft² ÷ 34,000* *acres ÷ 0.78*
	Pile*	≤1,300 ft² ≤0.029 acres	>1,300 to 130,000 ft² >0.029 to 2.9 acres	>130,000 ft² >2.9 acres	*ft² ÷ 13* *acres ÷ 0.00029*
	Land treatment	≤27,000 ft² ≤0.62 acres	>27,000 to 2.7 million ft² >0.62 to 62 acres	>2.7 million ft² >62 acres	*ft² ÷ 270* *acres ÷ 0.0062*

1 ton = 2,000 lb = 1 yd³ = 4 drums = 200 gallons

* Use area of land surface under pile, not surface area of pile.

PA Table 1b: WC Scores for Multiple Source Sites

3,094

WQ Total	*WC Score*
>0 to 100	18
>100 to 10,000	32
>10,000	100

GROUND WATER PATHWAY

Ground Water Use Description: Provide information on ground water use in the vicinity. Present the general stratigraphy, aquifers used, and distribution of private and municipal wells.

Calculations for Drinking Water Populations Served by Ground Water: Provide populations from private wells and municipal supply systems in each distance category. Show apportionment calculations for blended supply systems.

GROUND WATER PATHWAY
GROUND WATER USE DESCRIPTION

Describe Ground Water Use Within 4-miles of the Site:
(Describe stratigraphy, information on aquifers, municipal and/or private wells)

See attached excerpt from PA Report, Section 3.0.

See attached Figure 3. (Previously attached)

Calculations for Drinking Water Populations Served by Ground Water:

- See attached Section 3.2.
- There is an estimated population of 35 indigents suspected to be drinking from three recovery wells located at the site (Refs. 40 & 48).

3.0 GROUNDWATER PATHWAY

3.1 Hydrogeologic Setting

The site is in the Piedmont Geologic Province (Ref. 11). Micaceous, silty fine sand and weathered mica schist bedrock comprise the matrix of the uppermost aquifer at the site (Ref. 58). The soil overburden and the weathered/fractured bedrock act as a single aquifer unit (Ref. 11). The average depth to groundwater is 10-15 feet below ground surface (Ref. 58). The saturated effective porosity is 21% (Ref. 58). The hydraulic conductivity of the surficial aquifer is 1.8E+05 ft/sec (Ref. 58).

Bedrock occurs at a depth of approximately 15 feet at the site (Ref. 11). The bedrock underlying the site is part of the Clairmont Formation of the Atlanta Group, and drilling logs describe bedrock underlying the site as primarily biotite-plagioclase-rich gneiss (Ref. 11). The bedrock is recharged locally through fractures (Ref. 11). The hydrologically active zone extends approximately 20 feet into the bedrock (Ref. 11).

The groundwater flow direction in the uppermost aquifer at the site (i.e. the overburden and fractured bedrock) is generally to the northwest, as determined on September 24, 2007 during a CEI Inspection, and as indicated in the 2004 draft Part B Permit Application (Refs. 5, 6 and 25). Figure 3 is a potentiometric surface map for September 24, 2007 (Ref. 5). According to the RFA, groundwater from the northern portion of the site (including the polymer pond area) discharges into Bellwood Branch (Ref. 11).

3.2 Groundwater Targets

The site-specific groundwater Target Distance Limit (TDL) is limited to that area located within 4 miles of the designated site reference point (Ref. 48). Only those groundwater targets located within the groundwater TDL are considered for the purposes of this PA.

3.2.1 Population drinking groundwater

On November 29, 2007, the reconnaissance team identified four water spigots connected to the groundwater treatment system at the Series Pond Area (Photos 63-66 of Ref. 48). Three of the spigots were located at the wellheads of recovery wells RW-2, RW-3, and RW-4; one spigot was located at the remediation system shed (Ref. 48). Attachment A1 of Ref. 48 identifies the recovery well and remediation system shed locations. The spigots at RW-4 and the remediation system shed produced water when turned on during the PA reconnaissance (Ref. 48). The circuit boxes for RW-2 and RW-3 had power (indicator lights were on), but the circuit breakers had been tripped and the wells were not pumping at the time of the PA reconnaissance (Ref. 48).

The ground around well RW-4 was trampled, the well was a few feet from a footpath between indigent camps, and the groundwater remediation system spigots were accessible and unlocked (Ref. 48). The EPD suspects that indigents have use the spigots

connected to the groundwater remediation system to obtain groundwater from the recovery wells for domestic use (Ref. 48). Based on a total of 15 indigent camps located on and around the site (Ref. 48), and an average household population of 2.3 listed for the City of Atlanta in the 2000 U.S. Census (Ref. 40), there is an estimated population of 35 suspected of drinking from the three groundwater recovery system wells (RW-2, RW-3, and RW-4).

According to the 1990 U.S. Census, there were no households with domestic wells within 1 mile of the site (Ref. 23). The 1990 U.S. Census identified a population of 69 living between 1 and 4 miles from the site and drinking from domestic wells (Ref. 23).

The 1987 RFA indicated that two process wells existed at the site (Ref. 11). The process wells were not used for drinking, and PA reconnaissance did not locate them in the field (Refs. 11 and 48). Therefore, this PA disregards them as drinking water targets.

3.2.2 Groundwater Resources

This PA has not positively confirmed the beneficial use of groundwater for purposes other than drinking water (e.g., irrigation of commercial food crops, watering of commercial livestock, etc.) to currently occur within four miles of the site reference point. Regardless, Section 3.3.2 of the PA Guidance (Page 75) allows for the conservative assumption that groundwater often has some beneficial use for purposes other than drinking water (Ref. 20).

3.3 Groundwater Conclusions

For the purposes of this PA, a release of a hazardous substance from the site to groundwater is suspected based on analytical evidence of groundwater contamination listed in Hazardous Waste Permit No. HW-051(D), and recent groundwater monitoring reports (Refs. 7, 18, 25, 51, and 58). The average dissolved contaminant concentrations of the main groundwater contaminants are (Ref. 58):

- Vinyl chloride, approximately 80 Parts Per Billion (PPB);
- 1,2-dichloroethene, approximately 100 PPB; and
- Trichloroethene approximately 10 PPB.

The most recent groundwater monitoring report available lists the presence of the following dissolved compounds in the site's monitoring and recovery wells in April and November 2006 (Ref. 51):

- Formaldehyde,
- Barium,

- Tetrachloroethene,
- Trichloroethene,
- cis-1,2-dichloroethene,
- trans-1,2-dichloroethene,
- Vinyl chloride, and
- Barium.

For the purposes of this PA, it is suspected that groundwater targets located within the groundwater TDL have been impacted by a release of a hazardous substance from the site to groundwater based on the existence of an indigent population suspected to drink contaminated groundwater. The EPD has identified three remediation system recovery wells (RW-2, RW-3, and RW-4), located at the Series Pond Area, as Primary Targets in the Groundwater Pathway based on the following rationale:

- The purpose of the recovery wells is to remove documented groundwater contamination (Refs. 18, 25, 51, and 58); and
- The EPD suspects that an estimated indigent resident and nearby population of 35 is drinking water derived from the on-site recovery wells (Refs. 40 and 48).

In conclusion, the Groundwater Pathway by itself warrants further evaluation under the HRS at this time.

GROUND WATER PATHWAY CRITERIA LIST

This "Criteria List" helps guide the process of developing hypotheses concerning the occurrence of a suspected release and the exposure of specific targets to a hazardous substance. The check-boxes record your professional judgment in evaluating these factors. Answers to all of the listed questions may not be available during the PA. Also, the list is not all-inclusive; if other criteria help shape your hypotheses, list them at the bottom of the page or attach an additional page.

The "Suspected Release" section identifies several site, source, and pathway conditions that could provide insight as to whether a release from the site is likely to have occurred. If a release is suspected, use the "Primary Targets" section to evaluate conditions that may help identify targets likely to be exposed to a hazardous substance. Record responses for the well that you feel has the highest probability of being exposed to a hazardous substance. You may use this section of the chart more than once, depending on the number of targets you feel may be considered "primary."

Check the boxes to indicate a "yes," "no," or "unknown" answer to each question. If you check the "Suspected Release" box as "yes," make sure you assign a Likelihood of Release value of 550 for the pathway.

GROUND WATER PATHWAY CRITERIA LIST

SUSPECTED RELEASE

Yes	No	Unk	
☑	☐	☐	Are sources poorly contained?
☑	☐	☐	Is the source a type likely to contribute to ground water contamination (e.g., wet lagoon)?
☑	☐	☐	Is waste quantity particularly large? WC = 32
☑	☐	☐	Is precipitation heavy?
☐	☐	☑	Is the infiltration rate high?
☐	☑		Is the site located in an area of karst terrain?
☐	☐	☑	Is the subsurface highly permeable or conductive?
☑	☐	☐	Is drinking water drawn from a shallow aquifer? Indigents drinking from shallow recovery wells.
☑	☐	☐	Are suspected contaminants highly mobile in ground water? Dissolved VOCs
☑	☐	☐	Does analytical or circumstantial evidence suggest ground water contamination?
☐	☐		Other criteria? _____
☑	☐		**SUSPECTED RELEASE?**

PRIMARY TARGETS

Yes	No	Unk	
☑	☐	☐	Is any drinking water well nearby? Indigents drinking from shallow recovery wells (Refs. 40, 48).
☐	☑	☐	Has any nearby drinking water well been closed?
☐	☑	☐	Has any nearby drinking water user reported foul-tasting or foul-smelling water?
☐	☑	☐	Does any nearby well have a large drawdown or high production rate?
☐	☑	☐	Is any drinking water well located between the site and other wells that are suspected to be exposed to a hazardous substance?
☑	☐	☐	Does analytical or circumstantial evidence suggest contamination at a drinking water well? Recovery wells (see above.)
☐	☑	☐	Does any drinking water well warrant sampling?
☐	☐		Other criteria? _____
☑	☐		**PRIMARY TARGET(S) IDENTIFIED?**

Summarize the rationale for Suspected Release (attach an additional page if necessary):

- There has been a documented release to groundwater (Refs. 18 & 25).

Summarize the rationale for Primary Targets (attach an additional page if necessary):

The EPD suspects an estimated popul. of 35 indigents living on or near the site to be drinking from three shallow recovery wells connected to the groundwater remediation system for the Series Pond Area (Refs. 40 & 48).

GROUND WATER PATHWAY SCORESHEET

Pathway Characteristics
Answer the questions at the top of the page. Refer to the Ground Water Pathway Criteria List (page 7) to hypothesize whether you suspect that a hazardous substance associated with the site has been released to ground water. Record depth to aquifer (in feet): the difference between the deepest occurrence of a hazardous substance and the depth of the top of the shallowest aquifer at (or as near as possible) to the site. Note whether the site is in karst terrain (characterized by abrupt ridges, sink holes, caverns, springs, disappearing streams). Record the distance (in feet) from any source to the nearest well used for drinking water.

Likelihood of Release (LR)

1. Suspected Release: Hypothesize based on professional judgment guided by the Ground Water Pathway Criteria List (page 7). If you suspect a release to ground water, use only Column A for this pathway and do not evaluate factor 2.

2. No Suspected Release: If you do not suspect a release, determine score based on depth to aquifer or whether the site is in an area of karst terrain. If you do not suspect a release to ground water, use only Column B to score this pathway.

Targets (T)

This factor category evaluates the threat to populations obtaining drinking water from ground water. To apportion populations served by blended drinking water supply systems, determine the percentage of population served by each well based on its production.

3. Primary Target Population: Evaluate populations served by all drinking water wells that you suspect have been exposed to a hazardous substance released from the site. Use professional judgment guided by the Ground Water Pathway Criteria List (page 7) to make this determination. In the space provided, enter the population served by any wells you suspect have been exposed to a hazardous substance from the site. If only the number of residences is known, use the average county residents per household (rounded up to the next integer) to determine population served. Multiply the population by 10 to determine the Primary Target Population score. Note that if you do not suspect a release, there can be no primary target population.

4. Secondary Target Population: Evaluate populations served by all drinking water wells within 4 miles that you do not suspect have been exposed to a hazardous substance. Use PA Table 2a or 2b (for wells drawing from non-karst and karst aquifers, respectfully) (page 9). If only the number of residences is known, use the average county residents per household (rounded to the nearest integer) to determine population served. Circle the assigned value for the population in each distance category and enter it in the column on the far-right side of the table. Sum the far-right column and enter the total as the Secondary Target Population factor score.

5. Nearest Well represents the threat posed to the drinking water well that is most likely to be exposed to a hazardous substance. If you have identified a primary target population, enter 50. Otherwise, assign the score from PA Table 2a or 2b for the closest distance category with a drinking water well population.

6. Wellhead Protection Area (WHPA): WHPAs are special areas designated by States for protection under Section 1428 of the Safe Drinking Water Act. Local/State and EPA Regional water officials can provide information regarding the location of WHPAs.

7. Resources: A score of 5 can generally be assigned as a default measure. Assign zero only if ground water within 4 miles has no resource use.

Sum the target scores in Column A (Suspected Release) or Column B (No Suspected Release).

Waste Characteristics (WC)

8. Waste Characteristics: Score is assigned from page 4. However, if you have identified any primary target for ground water, assign either the score calculated on page 4 or a score of 32, whichever is greater.

Ground Water Pathway Score: Multiply the scores for LR, T, and WC. Divide the product by 82,500. Round the result to the nearest integer. If the result is greater than 100, assign 100.

GROUND WATER PATHWAY SCORESHEET

Pathway Characteristics		
Do you suspect a release (see Ground Water Pathway Criteria List, page 7)?	Yes ✓ No ___	
Is the site located in karst terrain?	Yes ___ No ✓	
Depth to aquifer:	13 ft	Ref. 5
Distance to the nearest drinking water well:	0 ft	

LIKELIHOOD OF RELEASE	A *Suspected Release*	B *No Suspected Release*	*References*
1. SUSPECTED RELEASE: If you suspect a release to ground water (see page 7), assign a score of 550. Use only column A for this pathway.	(550) 550		18, 25, & 30
2. NO SUSPECTED RELEASE: If you do not suspect a release to ground water, and the site is in karst terrain or the depth to aquifer is 70 feet or less, assign a score of 500; otherwise, assign a score of 340. Use only column B for this pathway.		(500 or 340)	
LR =	550		

TARGETS	A	B	
3. PRIMARY TARGET POPULATION: Determine the number of people served by drinking water wells that you suspect have been exposed to a hazardous substance from the site (see Ground Water Pathway Criteria List, page 7). 35 people x 10 =	350		40, 48
4. SECONDARY TARGET POPULATION: Determine the number of people served by drinking water wells that you do NOT suspect have been exposed to a hazardous substance from the site, and assign the total population score from PA Table 2. Are any wells part of a blended system? Yes ___ No X If yes, attach a page to show apportionment calculations.	3		23
5. NEAREST WELL: If you have identified a primary target population for ground water, assign a score of 50; otherwise, assign the Nearest Well score from PA Table 2. If no drinking water wells exist within 4 miles, assign a score of zero.	(50, 20, 10, 6, 3, 2, or 0) 50	(20, 10, 6, 3, 2, or 0)	40, 48
6. WELLHEAD PROTECTION AREA (WHPA): If any source lies within or above a WHPA, or if you have identified any primary target well within a WHPA, assign a score of 20; assign 5 if neither condition holds but a WHPA is present within 4 miles; otherwise assign zero.	(20, 5, or 0) 0	(20, 5, or 0)	
7. RESOURCES	(5 or 0) 5	(5 or 0)	8.75 of PA Guidance
T =	408		

WASTE CHARACTERISTICS	A	B
8. A. If you have identified any primary target for ground water, assign the waste characteristics score calculated on page 4, or a score of 32, whichever is GREATER; do not evaluate part B of this factor.	(100 or 32) 32	
B. If you have NOT identified any primary target for ground water, assign the waste characteristics score calculated on page 4.	(100, 32, or 10)	(100, 32, or 10)
WC =		

GROUND WATER PATHWAY SCORE: $\frac{LR \times T \times WC}{82{,}500}$ (subject to a maximum of 100) 87

PA TABLE 2: VALUES FOR SECONDARY GROUND WATER TARGET POPULATIONS

PA Table 2a: Non-Karst Aquifers Ref 23

Distance from Site	Population	Nearest Well (choose highest)	Population Served by Wells Within Distance Category: 1 to 10	11 to 30	31 to 100	101 to 300	301 to 1,000	1,001 to 3,000	3,001 to 10,000	10,001 to 30,000	30,001 to 100,000	Greater than 100,000	Population Value
0 to ¼ mile	0	20	1	2	5	16	52	163	521	1,633	5,214	16,325	
> ¼ to ½ mile	0	18	1	1	3	10	32	101	323	1,012	3,233	10,121	
> ½ to 1 mile	0	9	1	1	2	5	17	52	167	522	1,668	5,224	
>1 to 2 miles	32	5	1	1	1	3	9	29	94	294	939	2,938	1
>2 to 3 miles	9	3	1	1	1	2	7	21	68	212	678	2,122	1
>3 to 4 miles	27	2	1	1	1	1	4	13	42	131	417	1,306	1
	Nearest Well =	5										Score =	3

PA Table 2b: Karst Aquifers

Distance from Site	Population	Nearest Well (use 20 for karst)	Population Served by Wells Within Distance Category: 1 to 10	11 to 30	31 to 100	101 to 300	301 to 1,000	1,001 to 3,000	3,001 to 10,000	10,001 to 30,000	30,001 to 100,000	Greater than 100,000	Population Value
0 to ¼ mile		20	1	2	5	16	52	163	521	1,633	5,214	16,325	
> ¼ to ½ mile		20	1	1	3	10	32	101	323	1,012	3,233	10,121	
>½ to 1 mile		20	1	1	3	8	26	82	261	816	2,607	8,162	
>1 to 2 miles		20	1	1	3	8	26	82	261	816	2,607	8,162	
>2 to 3 miles		20	1	1	3	8	26	82	261	816	2,607	8,162	
>3 to 4 miles		20	1	1	3	8	26	82	261	816	2,607	8,162	
	Nearest Well =											Score =	

9

SURFACE WATER PATHWAY

Migration Route Sketch: Sketch the surface water migration pathway (freehand is acceptable) illustrating the drainage route and identifying water bodies, probable point of entry, flows, and targets.

SURFACE WATER PATHWAY
MIGRATION ROUTE SKETCH

Suface Water Migration Route Sketch:
(include runoff route, probable point of entry, 15-mile target distance limit, intakes, fisheries, and sensitive environments).

Please see the following excerpts from the PA Report:

- Sections 4.1 & 4.2
- Figure 2 (previously attached)
- Figure 4 (Attached)

4.0 SURFACE WATER PATHWAY

4.1 Hydrologic Setting

The site-specific hydrologic setting is sub-divided into the Overland Run-Off Route (Overland Segment) and the Surface Water Target Distance Limit (In-Water Segment) as follows:

4.1.1 Overland Run-off Route (Overland Segment)

The Overland Run-Off Route (OROR) is the migration route that run-off would follow from a particular on-site source to a perennial surface water body (Refs. 2 and 19). Any point at which site run-off enters a perennial surface water body is a Probable Point of Entry (PPE-Refs. 2 and 19).

The site is approximately 2,500 feet west of a surface drainage divide (Refs. 3 and 11). Attachment A2 (modified from Ref. 25) of the PA site reconnaissance trip report (Ref. 48) is an enlarged copy of the Northwest Atlanta USGS 7.5 minute topographic quadrangle map; it shows the OROR and the PPE (Refs. 3, 25, and 48). Attachment A3 of Ref. 48 (modified from Ref. 24) is an aerial photograph showing the OROR and the PPE.

Surface drainage from the Polymer Pond flows northward, through a swale, a distance of approximately 130 feet into Bellwood Branch (Photos 19 and 21 and Attachment A1 of Ref. 48); it continues downstream on Bellwood Branch a distance of approximately 1,200 feet into Proctor Creek at the PPE (Photos 70-75, Attachment A2 and Attachment A3 of Ref. 48). Based on a floodplain map (Attachment A4 of Ref. 48), the western portion of the site is within the 100-year flood plain boundary along Bellwood Branch. Bellwood Branch enters the site from a culvert underneath the railroad tracks along the eastern site boundary on the northeastern portion of the site (Attachment A1 of Ref. 48), and flows across the site toward the southwest, exiting the site along the western-central site boundary.

Surface drainage from the Series Pond Area and the pre-RCRA pond flows through a ditch over a distance of approximately 700 feet, to Bellwood Branch (Photo 43 and Attachment A3 of Ref. 48). Drainage from the Series Pond then continues a distance of approximately 300 feet into Proctor Creek at the PPE (Photos 73-75 and Attachment A3 of Ref. 48). A small stream once existed beneath the Series Pond Area, prior to construction of the AZS facility (Ref. 11). Surface drainage from all points of the site flows to Bellwood Branch and continues to Proctor Creek (Attachments A1-A3 of Ref. 48). Attachment A1 of Ref. 48, which is a topographic map with a 2-foot contour interval, identifies the pathways that runoff from individual site areas would follow.

Photos 73-75 of Ref. 48 show the PPE at the confluence of Bellwood Branch and Proctor Creek. The Photographic Log and photograph caption for Photo 73 in Ref. 48 give the geographical coordinates of the PPE.

At the time of the PA reconnaissance (Ref. 48), Bellwood Branch had water in it and was flowing at a rate, visually judged during reconnaissance, to be less than 10 feet cubic feet per second (cfs). However, this PA classifies Bellwood Branch as an intermittent stream because no stream gauging stations are located on Bellwood Branch, and its average annual flow could not be substantiated (Refs. 35 and 39). Pursuant to Section 3.4 of the PA Guidance (and Section 4.0.2 of the HRS), intermittently flowing waters are not considered surface water bodies in areas that receive twenty or more inches of mean annual precipitation (Refs. 2 and 19).

4.1.2 Target Distance Limit (In-Water Segment)

The surface water TDL is the migration route that site generated run-off would follow from the point it enters a perennial surface water body (the PPE), to a point 15 miles downstream (Refs. 2, 19, and 20). Figure 4 is a Wetland Inventory Map showing the site location, the PPE, and the surface water TDL (Refs. 2 and 19). The surface water TDL includes parts of Proctor Creek and the Chattahoochee River (Figure 4). The surface water TDL continues from the PPE, along Proctor Creek, to the Chattahoochee River; the Chattahoochee River is approximately 6 miles downstream of the PPE (Figure 4). The surface water TDL continues a distance of approximately 9 miles on the Chattahoochee River below the confluence with Proctor Creek (Figure 4).

According to the USGS Water-Data Report for Water Years 2003-2005, the annual mean flow is 12.5 cfs for Proctor Creek at Hortense Way, at USGS Monitoring Station No. 02336517 (Ref. 39). According to the USGS National Water Information System, the average annual discharge between 1984 and 2006 was 1,486 cfs in 1988 for USGS gauging station 02336490, located on the Chattahoochee River at GA Highway 280 near Atlanta (Ref. 63).

4.2 Surface Water Targets

For the purposes of this PA, only surface water targets located within the surface water TDL are considered (Refs. 2 and 19). The surface water targets are sub-divided into the Drinking Water Threat, the Human Food Chain Threat, and the Environmental Threat as follows:

4.2.1 Drinking Water Threat

No surface water drinking water intakes exist within the 15-mile surface water TDL (Ref. 30). This PA did not positively confirm the beneficial use of surface water within the surface water TDL, for non-drinking water purposes. Regardless, Section 3.4.2 of the PA Guidance (Page 102) allows for the conservative assumption that surface water often has some beneficial use for purposes other than drinking water (Ref. 3).

4.2.2 Human Food Chain Threat:

The document entitled, *Guidance for Performing Preliminary Assessments Under CERCLA* (Ref. 20) gives the following definition of a fishery on Page 91:

> *An area of a surface water body from which food chain organisms are taken or could be taken for human consumption on a subsistence, sporting, or commercial basis. Food chain species include fish, shellfish, crustaceans, amphibians, and amphibious reptiles.*

Page 91 of the PA Guidance (Ref. 20) also states:

> *The definition of a fishery is intentionally broad and is meant to include any portion of a body of water that does or could provide at least one trout, clam, lobster, frog, or alligator (to name one of each type of animal specified in the definition) for human consumption. In practice, then, water bodies that qualify as fisheries are extremely common.*

According to the definition of a fishery given in the PA Guidance (Ref. 20), stated above, this PA considers the portions of Proctor Creek and the Chattahoochee River that are within the 15-Mile surface water TDL to be fisheries for the purposes of this PA, based on the following evidence:

- The U.S. Geological Survey (USGS), National Water Quality Assessment Program's 1995 publication, "What fish live in the streams of Metropolitan Atlanta?" lists the following fish as having been collected from Proctor Creek: the red shiner, the white sucker, the largemouth bass, the green sunfish, and the redbreast sunfish (Ref. 32).

- According to Chris Martin, a Georgia DNR, Region 3 Sr. Fisheries Biologist, people fish in the Chattahoochee River within the surface water TDL, and are likely to fish in Proctor Creek within the surface water TDL (Ref. 38).

- According to Gary Beisser, a Georgia DNR Northwest Region Fisheries Biologist, recreational fishing occurs on the Chattahoochee River within the surface water TDL (Ref. 21).

- The USGS Water-Resources Investigations Report 00-4139, entitled "Fecal-coliform bacteria concentrations in streams of the Chattahoochee River National Recreation Area, Metropolitan Atlanta, Georgia, May-October 1994 and 1995" designates the section of the Chattahoochee River within the surface water TDL (Figure 4) for fishing (Ref. 33).

- The document entitled, "Guidelines for Eating Fish from Georgia Waters, 2007 Update," published by the Georgia DNR, does not list a fish advisory for Proctor Creek (Ref. 61). However, the document lists a consumption guideline for the

Chattahoochee River within the surface water TDL for bluegill sunfish (1 meal per week) due to PCBs (Ref. 61). The guidelines recommend no restrictions on the consumption of channel catfish and white sucker (Ref. 62).

- Pursuant to Section 391-3-6-.03(14) of the Georgia Rules for Water Quality Control (Specific Water Use Classifications), both Proctor Creek and the Chattahoochee River are classified as "Fishing"; The fishing classification is scientifically determined to be the best utilization of the surface water bodies (Ref. 62).

- The U.S. EPA, National Assessment Database lists the Year 2002, 305(b) Water Quality Attainments for Proctor Creek (Ref. 34). They are as follows:

  - Designated Use Category: Aquatic Life Harvesting
  - State Designated Use: Fishing
  - Attainment Status: Not Attainable
  - Threatened: No
  - State Impairment: Total Fecal Coliform
  - EPA Impairment Classif.: Pathogens
  - State Source: Combined sewer overflows and urban runoff/urban effects
  - EPA Source Classif.: Sewage and urban-related runoff/stormwater

Accordingly, for the purposes of this PA, the entire surface water TDL is considered a fishery.

4.2.3 Environmental Threat:

Less than one mile of HRS-qualifying wetlands frontage occurs along Proctor Creek downstream of the PPE (Refs. 19 and 31). The nearest downstream HRS-qualifying wetland is located approximately 3.9 miles downstream of the PPE on Proctor Creek (Figure 4). There is a length of approximately 2,300 feet of HRS-qualifying wetlands frontage within the surface water TDL; all of the HRS-qualifying wetlands are all along Proctor Creek (Figure 4, Refs. 19 and 31). This PA does not suspect wetlands to have been exposed to a hazardous substance released from the site. Wetland frontage exists along the Chattahoochee River within the surface water TDL, but is not applicable for this PA because of the flow rate exceeds 100 cfs (Refs. 31 and 63).

The following aquatic species, designated as Threatened (T) or Endangered (E) in Georgia, are reported for Fulton County and/or the NW Atlanta Quadrangle (Refs. 36, 37, 43, and 48):

- Elliptioarctata (E), common name Delicate Spike; and

- Cambarus howardi (T), common name Chattahoochee Crayfish.

The following aquatic species, designated as Threatened (T) or Endangered (E) in the U.S., are reported for Fulton County and/or the NW Atlanta Quadrangle (Refs. 36, 37, 45, and 48):

- Etheostoma scotti (T), common name Cherokee Darter;

- Hamiota Subangulata (E), common name Shinyrayed Pocketbook; and

- Medionidus penicillatus (E), common name Gulf Moccisinshell.

4.3 Surface Water Conclusions

Suspected Release to Surface Water:

For the purposes of this PA, the EPD suspects a release of a hazardous substance from the site to surface water based on the following:

- **The presence of nearby surface water:** The OROR is approximately 1,300 feet long, and follows a well-defined pathway along Bellwood Branch (Ref. 48).

- **The presence of a source in a flood zone:** The western portion of the site is within the 100-year flood plain boundary along Bellwood Branch (Attachment A4 of Ref. 48). Therefore, a source (site soils, assumed to be contaminated—See Section 2.3.3.2) is prone to periodic flooding.

- **Likely discharge of contaminated groundwater to surface water:** Based on analytical evidence of groundwater contamination (Hazardous Waste Permit No. HW-051(D), and groundwater monitoring reports); the discharge of groundwater from the northern portion of the site (including the polymer pond area) into Bellwood Branch according to the RFA; and a relatively short OROR [Surface drainage in Bellwood Branch flows from the northern portion of the site approximately 1,200 feet into Proctor Creek at the PPE (Photos 70-75, Attachment A2 and Attachment A3 of Ref. 48)] there is a likely discharge of contaminated groundwater to surface water (Refs. 7, 11, 18, 25, 51, and 58).

- **Circumstantial evidence of surface water contamination:** The 1987 RFA documents a minimum of 12 spill-type releases from April 1984 to November 1985 (Ref. 11). These included releases to the storm sewer that leads to Bellwood Creek (Ref. 11).

Mercury is among the constituents listed for the surface impoundments in the 1987 RFA (Table 2 of Ref. 11). This PA suspects Proctor Creek to be exposed to a hazardous substance released from the site because of its proximity and because of the high bioaccumulation value of mercury (Refs. 4, 11, and 48).

Suspected Target Fishery:

For the purposes of this PA, the EPD suspects that a release of a hazardous substance from the site to surface water has impacted surface water targets located within the surface water TDL. The EPD suspects exposure of a fishery to a hazardous substance released from the site based on the following rationale:

- **Presence of a nearby target fishery:** According to the definition of a fishery given in the PA Guidance (Ref. 20), stated in Section 4.2.2, this PA considers the portions of Proctor Creek and the Chattahoochee River that are within the 15-Mile surface water TDL to be fisheries for the purposes of this PA, based on the following criteria:

    - The identification of game fish in Proctor Creek in a USGS Water Quality Assessment and USGS designation of the Chattahoochee River within the surface water TDL for fishing (Refs. 32 and 33);

    - DNR Fisheries biologists' identification of the Chattahoochee River as a fishery and Proctor Creek as a likely fishery (Refs. 21 and 38);

    - The existence of DNR Fish Consumption Guidelines for the Chattahoochee River within the surface water TDL (Ref. 61); and

    - A state-designated use of "fishing" listed for Proctor Creek in the EPA National Assessment Database (Ref. 34).

- **Circumstantial evidence:** Mercury is among the constituents listed for the surface impoundments in the 1987 RFA; this PA suspects a release of a hazardous substance to the Surface Water Pathway to have affected Proctor Creek based on the high bioaccumulation value of mercury (Ref. 4, and Table 2 of Ref. 11).

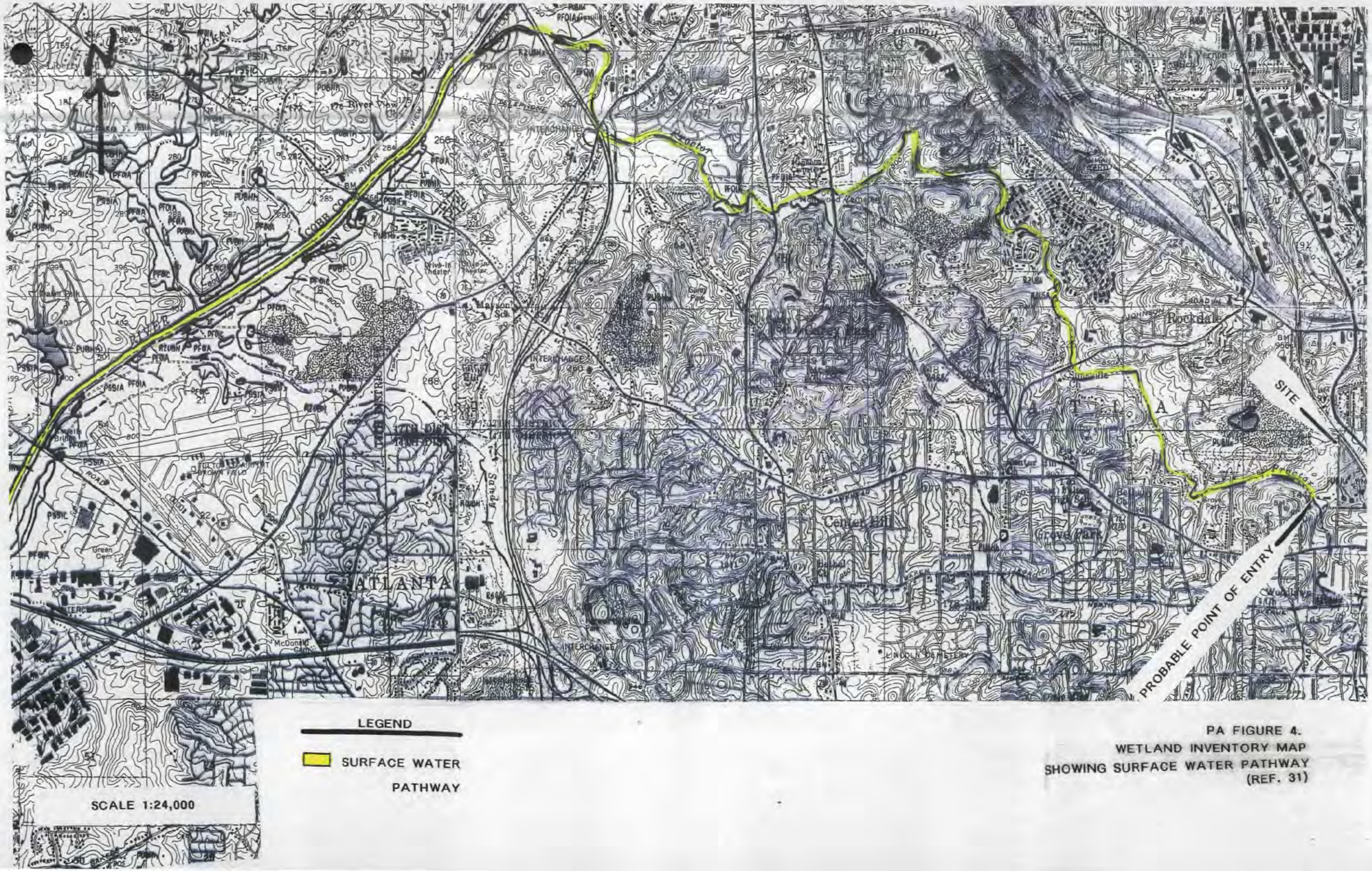
In conclusion:

- The Drinking Water Threat by itself does not warrant further evaluation under the HRS at this time because there is no known drinking water intake located within the surface water TDL (Ref. 30).

- The Human Food Chain Threat by itself warrants further evaluation under the HRS. Although the human consumption of food chain organisms obtained from the surface water TDL was not positively confirmed as part of this PA, further evaluation is warranted due to a relatively large waste quantity, a suspected release of a hazardous substance from the site to the Proctor Creek section of the surface water TDL and the

broad definition of "Fishery" set forth on Page 91 of the PA Guidance (Refs. 7, 11, 18, 20, 21, and 32-35).

- The Environmental Threat by itself does not warrant further evaluation under the HRS. Despite a relatively large waste quantity, a suspected release of a hazardous substance from the site to the Proctor Creek Section of the surface water TDL, and state and federal endangered and threatened species habitats within the surface water TDL, only 2,300 feet of qualifying wetland frontage exists (Refs. 31, 36, 37, and 41-47).



PA FIGURE 4.
WETLAND INVENTORY MAP
SHOWING SURFACE WATER PATHWAY
(REF. 31)

ATLANTA
INTERCHANGE
CHATTAHOOCHEE
FULTON CO
COBB CO
SEABOARD
INDUSTRIAL PARK
18TH DISTRICT
Poplar Springs Ch
Bethlehem Ch
State Training School For Girls
Green Cem
McDonald Cem
Lake Echo
Buzzard Roost Island
15 MILE TARGET DISTANCE LIMIT

SURFACE WATER PATHWAY CRITERIA LIST

This "Criteria List" helps guide the process of developing hypotheses concerning the occurrence of a suspected release and the exposure of specific targets to a hazardous substance. The check-boxes record your professional judgment in evaluating these factors. Answers to all of the listed questions may not be available during the PA. Also, the list is not all-inclusive; if other criteria help shape your hypotheses, list them at the bottom of the page or attach an additional page.

The "Suspected Release" section identifies several site, source, and pathway conditions that could provide insight as to whether a release from the site is likely to have occurred. If a release is suspected, use the "Primary Targets" section to guide you through evaluation of some conditions that may help identify targets likely to be exposed to a hazardous substance. Record responses for the target that you feel has the highest probability of being exposed to a hazardous substance. You may use this section of the chart more than once, depending on the number of targets you feel may be considered "primary."

Check the boxes to indicate a "yes," "no," or "unknown" answer to each question. If you check the "Suspected Release" box as "yes," make sure you assign a Likelihood of Release value of 550 for the pathway.

If the distance to surface water is greater than 2 miles, do not evaluate the surface water migration pathway. Document the source of information in the text boxes below the surface water criteria list.

SURFACE WATER PATHWAY CRITERIA LIST

SUSPECTED RELEASE

Yes	No	Unk	
☑	☐	☐	Is surface water nearby?
☑	☐	☐	Is waste quantity particularly large? 32
☐	☑	☐	Is the drainage area large?
☑	☐	☐	Is rainfall heavy?
☐	☐	☑	Is the infiltration rate low?
☑	☐	☐	Are sources poorly contained or prone to runoff or flooding?
☑	☐	☐	Is a runoff route well defined (e.g., ditch or channel leading to surface water)?
☐	☐	☑	Is vegetation stressed along the probable run-off route?
☐	☑	☐	Are sediments or water unnaturally discolored?
☐	☐	☑	Is wildlife unnaturally absent?
☐	☑	☐	Has deposition of waste into surface water been observed?
☑	☐	☐	Is ground water discharge to surface water likely?
☑	☐	☐	Does analytical or circumstantial evidence suggest surface water contamination?
☐	☐		Other criteria?_____
☑	☐		SUSPECTED RELEASE?

PRIMARY TARGETS

Yes	No	Unk	
☑	☐	☐	Is any target nearby? If yes:
			☐ Drinking water intake ☑ Fishery Proctor Ck. ☐ Sensitive environment
☐	☑	☐	Has any intake, fishery, or recreational area been closed?
☑	☐	☐	Does analytical or circumstantial evidence suggest surface water contamination at or downstream of a target?
☑	☐	☐	Does any target warrant sampling? If yes:
			☐ Drinking water intake ☑ Fishery ☐ Sensitive environment
☐	☐		Other criteria?_____
☐	☑		PRIMARY INTAKE(S) IDENTIFIED?
☑	☐		PRIMARY FISHERY(IES) IDENTIFIED?
☐	☑		PRIMARY SENSITIVE ENVIRONMENT(S) IDENTIFIED?

Summarize the rationale for Suspected Release (attach an additional page if necessary):

See attached PA Report excerpts
- Sects. 4.1
  4.2
  4.3
- Figure 2
- Figure 4

Summarize the rationale for Primary Targets (attach an additional page if necessary):

See Section 4.2 of PA (attached)
- There have been several historical surface water releases (p. 9-11 of Ref. 11)
- Mercury, which has a high bioaccumulation value, is among the constituents listed for the surface impoundments (Table 2 of Ref. 11) attached
- People definitely fish in the Chattahoochee River & probably fish in Proctor Creek (Ref. 38).

From: Ref. 11

b. Surface Waters

There is a potential for release to affect Bellwood Creek and ultimately Proctor Creek and the Chattahoochee River. Known past releases from spills have impacted both creeks. Past analyses of Bellwood waters both upgradient and downgradient of AZS property have indicated some changes in groundwater quality have occurred.

The corrective action program should eliminate contamination discharge to Bellwood other than at the surface runoff. Construction and operation of the new storm sewer system and diversion boxes greatly diminished the possibility of spills reaching surface waters. AZS has also implemented an elaborate spill control contingency plan.

c. Air Emissions.

AZS has greatly improved its control of emissions since 1985. State-of-the art equipment is under construction, and more is expected. Only the control of toluene emissions remain to be negotiated. There appears no identifiable SWMU that would release hazardous constituents to the air.

d. Subsurface Gas

There appears no potential for subsurface gas generation.

7. Spills

A review of Georgia's EPD files indicate a minimum of 12 spill-type releases occurred at the AZS facility from April 1984 to November 1985. Between April 2 and June 8, 1984, GaEPD investigated 3 releases from the alkyd pond. Solids floating on the pond were washed into an overflow pipe opening which overloaded the hydraulic capacity of the sanitary sewer. These releases were the result of 2 separate incidents. First, the alkyd pond exceeded normal operation level due to heavy rains, resulting in a surface withdrawal of wastewater. Second, the hydraulic capacity of the sanitary sewer on adjoining property was reduced due to tallow-like deposits and resulted in the sewer overflows. AZS personnel removed all observable contamination and sewer lines were cleaned out to remove obstructions.

On December 9, 1984, a rain storm flushed a polyester resin material from the surface of the AZS parking lot to the storm sewer and possibly to Bellwood Creek. The material identified as non-hazardous by AZS, was a residual from the clean out of a tank truck gear pump. To prevent future occurrences of this nature in the parking lot areas, the following administrative procedure was initiated:

(1) All storm sewer drains were identified with green paint to denote the difference between storm and process sewers.

(2) All AZS employees were re-instructed not to clean any process equipment in the parking lot areas or in the vicinity of storm sewers.

(3) AZS reviewed with all personnel their (SPCC) spill control manual.

On January 18, 1985, a release of textile chemicals and wax occurred after an 8-inch sanitary line was blocked. Overflow from the sanitary line spilled into the storm sewer system and possibly Bellwood Creek. The sewer system was pumped out, sending water to the settling pond. During operations, the storm sewer sluice gate was closed to divert flow containing chemicals to the sanitary system. AZS reported their personnel would closely watch the line in order to assure no accumulation within the line.

On January 21, 1985, a spill of fuel oil occurred during a transfer operation from an above ground storage tank to an underground tank. The spill reached both Bellwood and Proctor Creeks. A total of 55 gallons of fuel oil was eventually recovered. To prevent future releases to Bellwood Creek, AZS proposed to construct a pump and holding tank system at each of the 2 outfalls.

On March 1, 1985, a spill of ammonia scrubber water occurred at approximately 0400 hours. The spill was a result of a plugged sanitary line that feeds the main discharge line from the polymer pond area. The ammonia water overflowed to a storm drain where it was contained at the north outfall. A second spill of the same nature occurred at 0615 hours and was contained at the outfall and pumped to a sanitary line before the outfall sluice gates were reopened. On March 5, 1985, a third spill of the same nature occurred at 1100 hours. This spill reached Bellwood Creek where the material was collected and pumped back to a sanitary line. As a result AZS and the City of Atlanta began negotiations to enlarge the sanitary line.

On May 16, 1985, wastewater from the settling pond was released to Bellwood Creek. A sluice gate between the settling and alkyd ponds dropped down into a closed position, late on May 15. The settling pond subsequently overflowed the following morning. Once the release was identified, the sluice gates at the south outfall were closed and the sluice pump started. Some of the wastewater had already entered the creek. A sorbent boom and universal spill pillows were used to dam up the material at the junction of Bellwood and Proctor Creeks. A portable gas-driven pump was used to pump material from the creek to AZS tank trucks. Approximately 60,000 gallons of water was removed. To assure no further accidents, a locking mechanism was installed on the sluice gate between the ponds. Environmental inspections were increased to every 2 hours (12 times per day).

On October 2, 1985, an organic nitrate spill was identified as a result of a 2 hour environmental inspection. Booms were placed across Bellwood Creek, and as a result the spill was contained to AZS property. The spill was a result of the mechanical failure of a hydrogenator cooling loop. The loop was replaced to prevent further accidents.

On November 12, 1985, white wastewater was observed coming out of the ground along the back of a ditch leading to Bellwood Creek. After a week of plugging sewer lines and performing dye tests, the source of the leak

was located on November 20. A section of terra cotta pipe between the polymer plant and a new sump was leaking in several places. AZS officials suspected ' : blasting conducted to construct the new sump had damaged the line. Approximately 100 feet of line was replace using vitrified day pipe on November 25. The ground was flushed with water for a few days to remove all of the polymer wastewater, later identified as containing MIBK and 2-ethyl-1-hexanol at 270 and 365 ppm, respectively. From November 12 till the flushing was completed, the ditch was pumped to protect Bellwood Creek.

There has been no assessment of the impact these releases have had other than through AZS's RCRA groundwater monitoring programs. There have been no reported releases over the last 16 months.

SUMMARY AND CONCLUSIONS

The only SWMU's not already addressed by a RCRA program are the underground wastes pipes that carry wastewaters to the pretreatment facility and the drum storage area east of the polymer plant. There is no indication of a release from the surface. However, with respect to the underground pipes, there is low potential of leakage, as damages from past construction activities have proven. The corrective action plan for the RCRA regulated units will include the monitoring of water quality within Bellwood Creek. Consequently, releases from underground process pipes may be detected upon in tration. Table 3 presents an inventory of all potential SWMUs and Figure 8 presents their location.

Other questions which need to be resolved include:

(1) Information on the specific wastes produced by AZS.

(2) Proof that AZS is recycling sufficient amounts of their nonexempt secondary materials and these wastes are managed correctly to prevent releases.

(3) Information on the design of tanks 18 and 29 and their use in connection with the recovery and storage of possible hazardous waste.

Sometime in the summer of 1987, a risk assessment report is to be completed by Region IV, EPA that evaluates potential catastrophic events deemed possible at AZS.

SURFACE WATER PATHWAY LIKELIHOOD OF RELEASE AND DRINKING WATER THREAT SCORESHEET

Pathway Characteristics

The surface water pathway includes three threats: Drinking Water Threat, Human Food Chain Threat, and Environmental Threat. Answer the questions at the top of the page. Refer to the Surface Water Pathway Criteria List (page 11) to hypothesize whether you suspect that a hazardous substance associated with the site has been released to surface water. Record the distance to surface water (the shortest overland drainage distance from a source to a surface water body). Record the flood frequency at the site (e.g., 100-yr, 200-yr). If the site is located in more than one floodplain, use the most frequent flooding event. Identify surface water use(s) along the surface water migration path and their distance(s) from the site.

Likelihood of Release (LR)

1. Suspected Release: Hypothesize based on professional judgment guided by the Surface Water Pathway Criteria List (page 11). If you suspect a release to surface water, use only Column A for this pathway and do not evaluate factor

2. No Suspected Release: If you do not suspect a release, determine score based on the shortest overland drainage distance from a source to a surface water body. If distance to surface water is 2,500 feet or less, assign a score of 500. If distance to surface water is greater than 2,500 feet, determine score based on flood frequency. If you do not suspect a release to surface water, use only Column B to score this pathway.

Drinkina Water Threat Targets IT)

3. List all drinking water intakes on downstream surface water bodies along the surface water migration path. Record the intake name, the type of water body on which the intake is located, the flow of the water body, and the number of people served by the intake (apportion the population if part of a blended system).

4. Primary Target Population: Evaluate populations served by all drinking water intakes that you suspect have been exposed to a hazardous substance released from the site. Use professional judgment guided by the Surface Water Pathway Criteria List (page 11) to make this determination. In the space provided, enter the population served by all intakes you suspect have been exposed to a hazardous substance from the site. If only the number of residences is known, use the average county residents per household (rounded up to the next integer) to determine population served. Multiply by 10 to determine the Primary Target Population score. Remember, if you do not suspect a release, there can be no primary target population.

5. Secondary Target Population: Evaluate populations served by all drinking water intakes within the target distance limit that you do not suspect have been exposed to a hazardous substance. Use PA Table 3 (page 13) and enter the population served by intakes for each flow category. If only the number of residences is known, use the average county residents per household (rounded to the nearest integer) to determine population served. Circle the assigned value for the population in each flow category and enter it in the column on the far-right side of the table. Sum the far-right column and enter the total as the Secondary Target Population factor score.

Gauging station data for many surface water bodies are available from USGS or other sources. In the absence of gauging station data, estimate flow using the list of surface water body types and associated flow categories in PA Table 4 (page 13). The flow for lakes is determined by the sum of flows of streams entering or leaving the lake. Note that the flow category "mixing zone of quiet flowing rivers" is limited to 3 miles from the probable point of entry.

6. Nearest Intake represents the threat posed to the drinking water intake that is most likely to be exposed to a hazardous substance. If you have identified a primary target population, enter 50. Otherwise, assign the score from PA Table 3 (page 13) for the lowest-flowing water body on which there is an intake.

7. Resources: A score of 5 can generally be assigned as a default measure. Assign zero only if surface water within the target distance limit has no resource use.

Sum the target scores in Column A (Suspected Release) or Column B (No Suspected Release).

SURFACE WATER PATHWAY
LIKELIHOOD OF RELEASE AND DRINKING WATER THREAT SCORESHEET

Pathway Characteristics

Do you suspect a release (see Surface Water Pathway Criteria List, page 11)? Yes ✓ No
Distance to surface water: 1000 ft
Flood frequency: 100 yrs
What is the downstream distance to the nearest drinking water intake? N/A miles
Nearest fishery? 0 miles Nearest sensitive environment? 3.9 miles + 0 wetlands.

Located @ PPE. Possible endangered species @ PPE (Unconfirmed in field)

LIKELIHOOD OF RELEASE	A Suspected Release	B No Suspected Release	References
1. SUSPECTED RELEASE: If you suspect a release to surface water (see page 11), assign a score of 550. Use only column A for this pathway.	(550) 550		11
2. NO SUSPECTED RELEASE: If you do not suspect a release to surface water, use the table below to assign a score based on distance to surface water and flood frequency. Use only column B for this pathway.		(500, 400, 300 or 100)	
LR =	(550) 550	(500, 400, 300 or 100)	

Distance to surface water	
Distance to surface water ≤ 2,500 feet	500
Distance to surface water > 2,500 feet, and	
Site in annual or 10-year floodplain	500
Site in 100-year floodplain	400
Site in 500-year floodplain	300
Site outside 500-year floodplain	100

DRINKING WATER THREAT TARGETS	A	B	References
3. Record the water body type, flow (if applicable), and number of people served by each drinking water intake within the target distance limit. If there is no drinking water intake within the target distance limit, factors 4, 5, and 6 each receive zero scores.			30
4. PRIMARY TARGET POPULATION: If you suspect any drinking water intake listed above has been exposed to a hazardous substance from the site (see Surface Water Pathway Criteria List, page 11), list the intake name(s) and calculate the factor score based on the total population served. ____, ____, ____ people x 10 =	0		
5. SECONDARY TARGET POPULATION: Determine the number of people served by drinking water intakes that you do NOT suspect have been exposed to a hazardous substance from the site, and assign the total population score from PA Table 3. Are any intakes part of a blended system? Yes ___ No ___ If yes, attach a page to show apportionment calculations.	0		
6. NEAREST INTAKE: If you have identified a primary target population for the drinking water threat (factor 4), assign a score of 50; otherwise, assign the Nearest Intake score from PA Table 3. If no drinking water intake exists within the target distance limit, assign a score of zero.	(50, 20, 10, 2, 1, or 0) 0	(20, 10, 2, 1, or 0)	
7. RESOURCES	5	5	P.102 of PA Guidance
T =	5		

No intakes (ref. 32)

PA TABLE 3: VALUES FOR SECONDARY SURFACE WATER TARGET POPULATIONS

Surface Water Body Flow (see PA Table 4)	Population	Nearest Intake (choose highest)	Population Served by Intakes Within Distance Category											Population Value
			1 to 10	31 to 100	101 to 300	301 to 1,000	1,001 to 3,000	3,001 to 10,000	10,001 to 30,000	30,001 to 100,000	100,001 to 300,000	300,001 to 1,000,000	Greater than 1,000,000	
<10 cfs	_____	20	2	5	16	52	163	521	1,633	5,214	16,325	52,136	163,246	_____
10 to 100 cfs	_____	2	1	1	2	5	16	52	163	521	1,633	5,214	16,325	_____
>100 to 1,000 cfs	_____	1	0	0	1	1	2	5	16	52	163	521	1,633	_____
>1,000 to 10,000 cfs	_____	0	0	0	0	0	1	1	2	5	16	52	163	_____
>10,000 cfs or Great Lakes	_____	0	0	0	0	0	0	0	1	1	2	5	16	_____
3-mile Mixing Zone	_____	10	1	3	8	26	82	261	816	2,607	8,162	26,068	81,663	_____
	Nearest Intake =												Score =	

PA TABLE 4: SURFACE WATER TYPE / FLOW CHARACTERISTICS WITH DILUTION WEIGHTS FOR SECONDARY SURFACE WATER SENSITIVE ENVIRONMENTS

TYPE OF Surface Water Body			Dilution Weight
Water Body Type	OR	FLOW	
minimal stream		<10 cfs	1
small to moderate stream		10 to 100 cfs	0.1
moderate to large stream		>100 to 1,000 cfs	N/A
large stream to river		1,000 to 10,000 cfs	N/A
large river		>10,000 cfs	N/A
3-mile mixing zone of quiet flowing streams or rivers		10 cfs or greater	N/A
coastal tidal water (harbors, sounds, bays, etc.), ocean, or Great Lakes		N/A	N/A

13

SURFACE WATER PATHWAY HUMAN FOOD CHAIN THREAT SCORESHEET

Likelihood of Release (LR)

LR is the same for all surface water pathway threats. Enter LR score from page 12.

Human Food Chain Threat Targets (T)

8. The only human food chain targets are fisheries. A fishery is an area of a surface water body from which food chain organisms are taken or could be taken for human consumption on a subsistence, sporting, or commercial basis. Food chain organisms include fish, shellfish, crustaceans, amphibians, and amphibious reptiles. Fisheries are delineated by changes in surface water body type (i.e., streams and rivers, lakes, coastal tidal waters, and oceans/Great Lakes) and whenever the flow characteristics of a stream or river change.

In the space provided, identify all fisheries within the target distance limit. Indicate the surface water body type and flow for each fishery. Gauging station flow data are available for many surface water bodies from USGS or other sources. In the absence of gauging station data, estimate flow using the list of surface water body types and associated flow categories in PA Table 4 (page 13). The flow for lakes is determined by the sum of flows of streams entering or leaving the lake, Note that, if there are no fisheries within the target distance limit, the Human Food Chain Threat Targets score is zero.

9. Primary fisheries are any fisheries within the target distance limit that you suspect have been exposed to a hazardous substance released from the site. Use professional judgment guided by the Surface Water Pathway Criteria List (page 11) to make this determination. If you identify any primary fisheries, list them in the space provided, enter 300 as the Primary Fisheries factor score, and do not evaluate Secondary Fisheries. Note that if you do not suspect a release, there can be no primary fisheries.

10. Secondary fisheries are fisheries that you do not suspect have been exposed to a hazardous substance. Evaluate this factor only if fisheries are present within the target distance limit, but none is considered a primary fishery.

A. If you suspect a release to surface water and have identified a secondary fishery but no primary fishery, assign a score of 210.

B. If you do not suspect a release, evaluate this factor based on flow. In the absence of gauging station flow data, estimate flow using the list of surface water body types and associated flow categories in PA Table 4 (page 13). Assign a Secondary Fisheries score from the table on the scoresheet using the lowest flow at any fishery within the target distance limit. (Dilution weight multiplier does not apply to PA evaluation of this factor.)

Sum the target scores in Column A (Suspected Release) or Column B (No Suspected Release).

SURFACE WATER PATHWAY (continued)
HUMAN FOOD CHAIN THREAT SCORESHEET

LIKELIHOOD OF RELEASE		A Suspected Release	B No Suspected Release	References
Enter Surface Water Likelihood of Release score from page 12.	LR =	[550] 550	[500,400,300 or 100]	

HUMAN FOOD CHAIN THREAT TARGETS

8. Record the water body type and flow (if applicable) for each fishery within the target distance limit. If there is no fishery within the target distance limit, assign a Targets score of 0 at the bottom of the page.

Fishery Name	Water Body Type	Flow
Proctor Ck		10-100 cfs
Chattahoochee R.		>100 cfs
		cfs
		cfs
		cfs

32, 34
33, 39

9. PRIMARY FISHERIES: If you suspect any fishery listed above has been exposed to a hazardous substance from the site (see Surface Water Criteria List, page 11), assign a score of 300 and do not evaluate Factor 10. List the primary fisheries:
Proctor Ck, _____, _____, _____.

[300] 300

32-34, 38

10. SECONDARY FISHERIES

A. If you suspect a release to surface water and have identified a secondary fishery but no primary fishery, assign a score of 210.

[210]

B. If you do not suspect a release, assign a Secondary Fisheries score from the table below using the lowest flow at any fishery within the target distance limit.

Lowest Flow	Secondary Fisheries Score
< 10 cfs	210
10 to 100 cfs	30
>100 cfs, coastal tidal waters, oceans, or Great Lakes	12

[210,30, or 12]

T = [300,210, or 0] 300 | [210,30,12 or 0]

SURFACE WATER PATHWAY ENVIRONMENTAL THREAT SCORESHEET

Likelihood of Release (LR)

LR is the same for all surface water pathway threats. Enter LR score from page 12.

Environmental Threat Targets (T)

11. PA Table 5 (page 16) lists sensitive environments for the Surface Water Pathway Environmental Threat. In the space provided, identify all sensitive environments located within the target distance limit. Indicate the surface water body type and flow at each sensitive environment. Gauging station flow data for many surface water bodies are available from USGS or other sources. In the absence of gauging station data, estimate flow using the list of surface water body types and associated flow categories in PA Table 4 (page 13). The flow for lakes is determined by the sum of flows of streams entering or leaving the lake. Note that if there are no sensitive environments within the target distance limit, the Environmental Threat Targets score is zero.

12. Primary sensitive environments are surface water sensitive environments within the target distance limit that you suspect have been exposed to a hazardous substance released from the site. Use professional judgment guided by the Surface Water Pathway Criteria List (page 11) to make this determination. If you identify any primary sensitive environments, list them in the space provided, enter 300 as the Primary Sensitive Environments factor score, and do not evaluate Secondary Sensitive Environments. Note that if you do not suspect a release, there can be no primary sensitive environments.

13. Secondary sensitive environments are surface water sensitive environments that you do not suspect have been exposed to a hazardous substance. Evaluate this factor only if surface water sensitive environments are present within the target distance limit, but none is considered a primary sensitive environment. Evaluate secondary sensitive environments based on flow.

! In the table provided, list all secondary sensitive environments on surface water bodies with flow of 100 cfs or less.

1) Use PA Table 4 (page 13) to determine the appropriate dilution weight for each.

2) Use PA Tables 5 and 6 (page 16) to determine the appropriate value for each sensitive environment type and for wetlands frontage.

3) For a sensitive environment that falls into more than one of the categories in PA Table 5, sum the values for each type to determine the environment value (e.g., a wetland with 1.5 miles frontage (value of 50) that is also a critical habitat for a Federally designated endangered species (value of 100) would receive a total value of 150).

4) For each sensitive environment, multiply the dilution weight by the environment type (or length of wetlands) value and record the product in the far-right column.

5) Sum the values in the far-right, column and enter the total as the Secondary Sensitive Environments score. Do not evaluate part B of this factor.

! If all secondary sensitive environments are on surface water bodies with flows greater than 100 cfs, assign 10 as the Secondary Sensitive Environments score.

Sum the target scores in Column A (Suspected Release) or Column B (No Suspected Release).

SURFACE WATER PATHWAY (continued)
ENVIRONMENTAL THREAT SCORESHEET

LIKELIHOOD OF RELEASE		A Suspected Release	B No Suspected Release	References
		[550]	[500, 400, 300 or 100]	
Enter Surface Water Likelihood of Release score from page 12.	LR =	550		

ENVIRONMENTAL THREAT TARGETS

11. Record the water body type and flow (if applicable) for each surface water sensitive environment within the target distance limit (see PA Tables 4 and 5). If there is no sensitive environment within the target distance limit, assign a Targets score of 0 at the bottom of the page.

Environment Name	Water Body Type	Flow
• Proctor Ck.-Wtlnds. 3.9mi.	downstr.	10-100 cfs
Protected Species		10-100 cfs
• Chattahoochee R.		>100 cfs
- Protected Species		>100 cfs
		cfs

31, 35-37, 39, 41-47

12. PRIMARY SENSITIVE ENVIRONMENTS: If you suspect any sensitive environment listed above has been exposed to a hazardous substance from the site (see Surface Water Criteria List, page 11), assign a score of 300 and do not evaluate factor 13. List the primary sensitive environments:

[300]

_____, _____,
_____, _____.

13. SECONDARY SENSITIVE ENVIRONMENTS: If sensitive environments are present, but none is a primary sensitive environment, evaluate Secondary Sensitive Environments based on flow.

A. For secondary sensitive environments on surface water bodies with flows of 100 cfs or less, assign scores as follows, and do not evaluate part B of this factor:

For Proctor Creek

Flow	Dilution Weight (PA Table 4)		Environment Type and Value (PA Tables 5 and 6)		Total
10-100 cfs	0.1	x	25 Wetlands	=	2.5
10-100 cfs	0.1	x	325 GAWS *	=	32.5
cfs		x	listed species	=	
cfs		x		=	
cfs		x		=	

Sum = 35

36, 37, 41-47

B. If all secondary sensitive environments are located on surface water bodies with flows >100 cfs, assign a score of 10.

[10] [10]

T = 35

* See Attached Sect. 4.2 of PA Report for Species listing & attached sheet for Point Summary.

Aquatic Species Reported For Fulton County (Ref. 37) and/or NW Atlanta USGS Quad. (Ref. 36):

GA Threatened (T) or Endangered (E) Status - 50 points ea. (Ref. 43)	U.S. Threatened (T) or Endangered (E) Status - 75 points ea. (Ref. 45)
50 (E) Elliptio arctata a.k.a. Delicate Spike	75 (T) Etheostoma scotti a.k.a. Cherokee Darter
50 (T) Cambarus howardi a.k.a. Chattahoochee Crayfish	75 (E) Hamiota subangulara a.k.a. Shinyrayed Pocketbook
	75 (E) Medionidus penicillatus a.k.a. Gulf Moccasinshell
Total 100	Total 225

Grand Total 325

PA TABLE 5: SURFACE WATER AND AIR PATHWAY SENSITIVE ENVIRONMENTS VALUES

Sensitive Environment	*Assigned Value*
Critical habitat for Federally designated endangered or threatened species Marine Sanctuary National Park Designated Federal Wilderness Area Ecologically important areas identified under the Coastal Zone Wilderness Act Sensitive Areas identified under the National Estuary Program or Near Coastal Water Program of the Clean Water Act Critical Areas Identified under the Clean Lakes Program of the Clean Water Act (subareas in lakes or entire small lakes) National Monument (air pathway only) National Seashore Recreation Area National Lakeshore Recreation Area	100
Habitat known to be used by Federally designated or proposed endangered or threatened species National Preserve National or State Wildlife Refuge Unit of Coastal Barrier Resources System Federal land designated for the protection of natural ecosystems Administratively Proposed Federal Wilderness Area Spawning areas critical for the maintenance of fish/shellfish species within a river system, bay, or estuary Migratory pathways and feeding areas critical for the maintenance of anadromous fish species in a river system Terrestrial areas utilized for breeding by large or dense aggregations of vertebrate animals (air pathway) or semi-aquatic foragers (surface water pathway) National river reach designated as Recreational	75
Habitat known to be used by State designated endangered or threatened species Habitat known to be used by a species under review as to its Federal endangered or threatened status Coastal Barrier (partially developed) Federally designated Scenic or Wild River	50
State land designated for wildlife or game management State designated Scenic or Wild River State designated Natural Area Particular areas, relatively small in size, important to maintenance of unique biotic communities	25
State designated areas for protection/maintenance of aquatic life under the Clean Water Act	5
Wetlands	See PA Table 6 (Surface Water Pathway) or PA Table 9 (Air Pathway)

Qualifying Wtlnds. frontage - (Ref 31)

Proctor Ck. 0.5 mi.

Wtlnds frontage exists on Chattahoochee River but does not count because flow is > 100 CFS.

PA TABLE 6: SURFACE WATER PATHWAY WETLANDS FRONTAGE VALUES

Total Length of Wetlands	*Assigned Value*
Less than 0.1 mile	0
0.1 to 1 mile	25
Greater than 1 to 2 miles	50
Greater than 2 to 3 miles	75
Greater than 3 to 4 miles	100
Greater than 4 to 8 miles	150
Greater than 8 to 12 miles	250
Greater than 12 to 16 miles	350
Greater than 18 to 20 miles	450
Greater than 20 miles	500

Proctor Ck. forested Wtlnd. 3.9 mi. downstream of PPE.

SURFACE WATER PATHWAY WASTE CHARACTERISTICS, THREAT, AND PATHWAY SCORES

Waste Characteristics (WC)

14. Waste Characteristics: Score is assigned from page 4. However, if a primary target has been identified for any surface water threat, assign either the score calculated on page 4 or a score of 32, whichever is greater.

Surface Water Pathway Threat Scores

Fill in the matrix with the appropriate scores from the previous pages. To calculate the score for each threat: multiply the scores for LR, T, and WC; divide the product by 82,500; and round the result to the nearest integer. The Drinking Water Threat and Human Food Chain Threat are each subject to a maximum of 100. The Environmental Threat is subject to a maximum of 60. Enter the rounded threat scores in the far-right column.

Surface Water Pathway Score

Sum the individual threat scores to determine the Surface Water Pathway Score. If the sum is greater than 100, assign 100.

SURFACE WATER PATHWAY (concluded)
WASTE CHARACTERISTICS, THREAT, AND PATHWAY SCORE SUMMARY

WASTE CHARACTERISTICS	A *Suspected Release*	B *No Suspected Release*
14. A. If you have identified any primary target for surface water (pages 12, 14, or 15), assign the waste characteristics score calculated on page 4, or a score of 32, whichever is GREATER; do not evaluate part B of this factor.	[100 or 32] 32	
B. If you have NOT identified any primary target for surface water, assign the waste characteristics score calculated on page 4.	[100,32, or 18]	[100,32, or 18]
WC =	32	

SURFACE WATER PATHWAY THREAT SCORES

Threat	*Likelihood of Release (LR) Score (from page 12)*	*Targets (T) Score (pages 12, 14, 15)*	*Pathway Waste Characteristics (WC) Score (determined above)*	*Threat Score LR x T x WC / 82,500*
Drinking Water	550	5	32	[subject to a maximum of 100] 1.1
Human Food Chain	550	300	32	[subject to a maximum of 100] 64
Environmental	550	35	32	[subject to a maximum of 60] 7.5

SURFACE WATER PATHWAY SCORE
(Drinking Water Threat + Human Food Chain Threat + Environmental Threat)

[subject to a maximum of 100]
72.6

SOIL EXPOSURE PATHWAY CRITERIA LIST

Areas of surficial contamination can generally be assumed. This "Criteria List" helps guide the process of developing a hypothesis concerning the exposure of specific targets to a hazardous substance at the site. Use the "Resident Population" section to evaluate site and source conditions that may help identify targets likely to be exposed to a hazardous substance. The check-boxes record your professional judgment. Answers to all of the listed questions may not be available during the PA. Also, the list is not all-inclusive; if other criteria help shape your hypothesis, list them at the bottom of the page or attach an additional page.

Check the boxes to indicate a "yes," "no," or "unknown" answer to each question.

SOIL EXPOSURE PATHWAY CRITERIA LIST

SUSPECTED CONTAMINATION	*RESIDENT POPULATION*			
	Yes	No	Unk	
Surficial contamination can generally be assumed.	☑	☐	☐	Is any residence, school, or daycare facility on or within 200 feet of an area of suspected contamination?
	☐	☑	☐	Is any residence, school, or daycare facility located on adjacent land previously owned or leased by the site owner/operator?
	☑	☐	☐	Is there a migration route that might spread hazardous substances near residences, schools, or daycare facilities?
	☐	☑	☐	Have onsite or adjacent residents or students reported adverse health effects, exclusive of apparent drinking water or air contamination problems?
	☑	☐	☐	Does any neighboring property warrant sampling?
	☐	☐		Other criteria? _____
	☑	☐		**RESIDENT POPULATION IDENTIFIED?**

Summarize the rationale for Resident Population (attach an additional page if necessary):

See PA Report, Section 5.0 (Attached).

5.0 SOIL EXPOSURE AND AIR PATHWAYS

5.1 Physical Conditions

Surface soil at the site consists of silty, fine micaceous sand with occasional traces of clay (Ref. 58). This PA assumes the presence of surficial soil contamination throughout the site for the purposes of this PA (See PA Section 2.3.3.2).

The 2004 Draft Part B Permit Renewal Application submittal describes the surface impoundment caps as containing six feet of clay having a soil permeability less than 2.97 and 10E-7 cm/sec (Ref. 25). However, the EPD has not been able to verify that the surface impoundment caps completely cover the impoundments and are intact (Ref. 48). A sinkhole exists on the eastern side of the Series Pond Area cap (Photo 41 of Ref. 48); this is evidence of the poor condition of the Series Pond Area cap. A recent (October 11, 2007) EPD trip report contains evidence of poor condition and uncertain boundaries for the RCRA caps at the Polymer Pond and Series Pond Area (Ref. 6). The approximate boundaries of the RCRA cap on the Series Pond Area, as determined from the ditch surrounding the cap, does not extend to the edges of the surface impoundment indicated on maps from the AZS 1987 RFA (Attachments A6 and A7 of Ref. 48). A third, filled, pre-RCRA surface impoundment existed west of the Series Pond Area beyond the estimated extent of the Series Pond Area RCRA cap (Attachment A7 of Ref. 48).

5.2 Soil and Air Targets

During PA field reconnaissance (Ref. 48), the outer gate on Marietta Blvd. and the main gate on the eastern site fence were unlabelled and had footpaths leading around them (Photos 1-6 of Ref. 48). The fence surrounding the site also had several openings (Ref. 48). During field reconnaissance, the field team members saw four people passing through the outer gate on Marietta Blvd. (Photos 4 and 5 of Ref. 48).

During field reconnaissance, the team identified 15 separate areas (9 located within the site fence) that contained evidence of human habitation including: food, food packaging, grills, shopping carts, fire rings, a burning fire attended by a man, tents, shacks, tarps, clotheslines, sleeping bags, blankets, chairs, stools, toilet paper with feces on the ground, coolers, and a flock of chickens (Ref. 48). It is clear from the evidence that indigents occupy these areas (Ref. 48). Attachment A1 of Ref. 48 shows the locations of the indigent camps, numbered Camps 1-15. Attachment B of Ref. 48 contains annotated photographs documenting Camps 1-15. The following photographs in Ref. 48 show individual camps: 9, 10, 13, 14, 20, 22-31, 35, 42, 44, 52-63, 69, 82, and 83. The photograph captions identify the features at the individual camps (Ref. 48).

Personnel of the HWMB have directed the facility to take immediate corrective actions to abate conditions that posed a direct threat to human health and the environment, and to provide documentation of the completion of the actions to the EPD (Refs. 64 and 65). However, the facility still has not corrected these conditions (Refs. 64 and 65). On

December 19 and 21, 2007 HWMB personnel performed interim RCRA compliance status checks at the site (Refs. 64 and 65). The HWMB compliance officer observed that the facility was still occupied by indigents camping on the site, and the recovery wells still had accessible spigots connected to them (Ref. 64). The compliance officer concluded in the trip reports that conditions at the site continue to pose a direct threat to human health and the environment (Refs. 64 and 65).

There are indigent encampments on the site property that are on or within 200 feet of the following sources or probable sources: the Polymer Pond, the Series Pond Area, drums identified during PA reconnaissance, and site soils (Refs. 17 and 48). A footpath used by indigents is located on top of the Series Pond Area cap (Photo 40 of Ref. 48). Indigent Camp #6 (Photo 35 of Ref. 48) is located in an area, based on maps from the AZS 1987 RFA (Ref. 11, excerpted maps included as Attachments A6 and A7 of Ref. 48), which is over the Series Pond Area. Based on a total of 9 indigent camps located on the site property and either on or within 200 feet of a source (Ref. 48), and an average household population of 2.3 listed for the City of Atlanta in the 2000 U.S. Census (Ref. 40), there is an estimated resident population of 21. Because there is evidence that these indigents cook, eat, and sleep on the ground, they are likely to be exposed to site soils (Ref. 48).

U.S. Census data from the year, 2000 identify the following population within 4 miles of the site, starting at the Site Reference Point (Ref. 24):

Radius Ring (miles)	Population
0.25	1315
0.5	2895
1	8023
2	31541
3	64520
4	78329

The grounds of the Atlanta City Jail are located approximately 400 feet northeast of the site boundary (Refs. 24 and 48). The census tract containing the jail lists 2 households (There are two large building at the jail.) and 2,679 residents, who this PA surmises are inmates (Ref. 24).

Reconnaissance for this PA did not identify any terrestrial sensitive environments on site or on a source (Ref. 48). However, for consideration in the Air Pathway, State, and Federal listed terrestrial species for the NW Atlanta Quadrangle (Ref. 36) and Fulton County (Ref. 37) are assumed to exist on the site, per Page 133 of the PA Guidance (Ref. 20). State and Federal listed aquatic species are assumed to exist within ¼ mile because the PPE is not onsite, but it is within ¼ mile of the site (Refs. 20 and 48). All wetlands located within a ½ mile radius of the site have unconsolidated bottoms; per Highlight A-8 of the HRS Guidance manual, wetlands with unconsolidated bottoms are not HRS-eligible (Refs. 19 and 31).

The following aquatic species, designated as Threatened (T) or Endangered (E) in Georgia, are reported for Fulton County and/or the NW Atlanta Quadrangle (Refs. 36, 37, 43, and 48):

- Elliptioarctata (E), common name Delicate Spike; and
- Cambarus howardi (T), common name Chattahoochee Crayfish.

The following aquatic species, designated as Threatened (T) or Endangered (E) in the U.S., are reported for Fulton County and/or the NW Atlanta Quadrangle (Refs. 36, 37, 45, and 48):

- Etheostoma scotti (T), common name Cherokee Darter;
- Hamiota Subangulata (E), common name Shinyrayed Pocketbook; and
- Medionidus penicillatus (E), common name Gulf Moccisinshell.

The following terrestrial species, designated as Threatened (T) or Endangered (E) in Georgia, are reported for Fulton County and/or the NW Atlanta Quadrangle (Refs. 36, 37, 43, and 48):

- Fothergilla major (T), common name Mountain Witch-alder; and
- Schisandra glabra (T), common name Bay Star-vine.

The following terrestrial species, designated as Threatened (T) or Endangered (E) in the U.S., are reported for Fulton County and/or the NW Atlanta Quadrangle (Refs. 36, 37, 45, and 48):

- Symphyotrichum georgianum (C), common name Georgia Aster.

As part of this PA, land use for the purposes of commercial agriculture, commercial silviculture or commercial livestock production (or grazing) was not positively confirmed to currently occur on an area of suspected contamination associated with the site, or within one-half (½) mile of any on-site potential source. Regardless, Section 3.5.2 of the PA Guidance (Page 123) allows for the conservative assumption that at least one of the before-mentioned land use categories occurs on an area of suspected contamination associated with the site, and Section 3.6.2 of the PA Guidance (Page 140) allows for the conservative assumption that at least one of the before-mentioned land use categories occurs within ½ mile of an on-site source (Ref. 20).

5.3 Soil Exposure and Air Pathway Conclusions

In conclusion, the Soil Exposure Pathway by itself warrants further evaluation under the HRS, based on the following evidence:

- **Suspected contamination:** This PA assumes the presence of surficial soil contamination throughout the site for the purposes of this PA (See PA Section 2.3.3.2). Additionally, Section 3.5.1 of the PA Guidance (page 111) allows for the conservative assumption that hazardous substances are present on a site in areas not covered by an essentially impenetrable cover; or more than 2 feet of cover material (Ref. 20).

- **An indigent population living on the site:** Based on a total of 9 indigent camps located on the site property and either on or within 200 feet of a source (Ref. 48), and an average household population of 2.3 listed for the City of Atlanta in the 2000 U.S. Census (Ref. 40), there is an estimated population of 21 living on the site. Because there is evidence that these indigents cook, eat, and sleep on the ground, they are likely to be exposed to contaminated site soils (Ref. 48).

- **The presence of a large population within 1 mile:** The 2000 U.S. Census documents a population of 12,234 within 1 mile (Ref. 24). The grounds of the Atlanta City Jail are located approximately 400 feet northeast of the site boundary, the jail accounts for 2,679 residents (Refs. 24 and 48).

Despite a population of 185,554 living on and within 4 miles of the site (Refs. 6, 40, and 48), the Air Pathway by itself does not warrant further evaluation under the HRS, because of the lack of direct observations, reports of adverse health effects, analyses, or circumstances warranting a suspected release to the air (Ref. 48). Additionally, there are no HRS-eligible wetlands or field-identified and confirmed sensitive environments at or near the site (Refs. 19, 31, and 48).

SOIL EXPOSURE PATHWAY SCORESHEET

Pathway Characteristics

Answer the questions at the top of the page. Identify people who may be exposed to a hazardous substance because they work at the facility, or reside or attend school or daycare on or within 200 feet of an area of suspected contamination. If the site is active, estimate the number of full and part-time workers. Note that evaluation of targets is based on current site conditions.

Likelihood of Exposure (LE)

1. Suspected Contamination: Areas of surficial contamination are present at most sites, and a score of 550 can generally be assigned as a default measure. Assign zero, which effectively eliminates the pathway from further consideration, only if there is no surficial contamination; reliable analytical data are generally necessary to make this determination.

Resident Population Threat Targets (T)

2. Resident Population corresponds to "primary targets" for the migration pathways. Use professional judgment guided by the Soil Exposure Pathway Criteria List (page 18) to determine if there are people living or attending school or daycare on or within 200 feet of areas of suspected contamination. Record the number of people identified asresident population and multiply by 10 to determine the Resident Population factor score.

3. Resident Individual: Assign 50 if you have identified a resident population; otherwise, assign zero.

4. Workers: Estimate the number of full and part-time workers at this facility and adjacent facilities where contamination is also suspected. Assign a score for the Workers factor from the table.

5. Terrestrial Sensitive Environments: In the table provided, list each terrestrial sensitive environment located on an area of suspected contamination. Use PA Table 7 (page 20) to assign a value for each. Sum the values and assign the total as the factor score.

6. Resources: A score of 5 can generally be assigned as a default measure. Assign zero only if there is no land resource use on an area of suspected contamination.

Sum the target scores.

Waste Characteristics (WC)

7. Enter the WC score determined on page 4.

Resident Population Threat Score: Multiply the scores for LE, T, and WC. Divide the product by 82,500. Round the result to the nearest integer. If the result is greater than 100, assign 100.

Nearby Population Threat Score: Do not evaluate this threat if you gave a zero score to Likelihood of Exposure. Otherwise, assign a score based on the population within a 1-mile radius (use the same 1-mile radius population you evaluate for air pathway population targets):

Population Within One Mile	Nearby Population Threat Score
< 10, 000	1
10,000 to 50,000	2
> 50,000	4

12234
(Ref. 24)

Soil Exposure Pathway Score: Sum the Resident Population Threat score and the Nearby Population Threat score, subject to a maximum of 100.

SOIL EXPOSURE PATHWAY SCORESHEET

Pathway Characteristics		
Do any people live on or within 200 ft of areas of suspected contamination?	Yes ✓	No ___
Do any people attend school or daycare on or within 200 ft of areas of suspected contamination?	Yes ___	No ✓
Is the facility active? Yes ___ No ✓ If yes, estimate the number of workers: ___		

LIKELIHOOD OF EXPOSURE	*Suspected Contamination* (550 or 0)	*References*
1. SUSPECTED CONTAMINATION: Surficial contamination can generally be assumed, and a score of 550 assigned. Assign zero only if the absence of surficial contamination can be confidently demonstrated. LE =	550	P. 111 of PA Guidance

RESIDENT POPULATION THREAT TARGETS		
2. RESIDENT POPULATION: Determine the number of people occupying residences or attending school or daycare on or within 200 feet of areas of suspected contamination (see Soil Exposure Pathway Criteria List, page 18). 21 people x 10 =	210	6, 40, 48
3. RESIDENT INDIVIDUAL: If you have identified a resident population (factor 2), assign a score of 50; otherwise, assign a score of 0. (50 or 0)	50	6
4. WORKERS: Use the following table to assign a score based on the total number of workers at the facility and nearby facilities with suspected contamination: (15, 10, 5, or 0)	0	___
5. TERRESTRIAL SENSITIVE ENVIRONMENTS: Use PA Table 7 to assign a value for each terrestrial sensitive environment on an area of suspected contamination: Sum =	0	___
6. RESOURCES (5 or 0)	5	P. 123 of PA Guidance
T =	265	

Number of Workers	Score
0	0
1 to 100	5
101 to 1,000	10
>1,000	15

Terrestrial Sensitive Environment Type	Value

WASTE CHARACTERISTICS		
7. Assign the waste characteristics score calculated on page 4. WC =	(100, 32, or 18) 32	

RESIDENT POPULATION THREAT SCORE: $\frac{LE \times T \times WC}{82,500}$	(subject to a maximum of 100) 56.5	
NEARBY POPULATION THREAT SCORE:	(4, 2, or 1) 2	24
SOIL EXPOSURE PATHWAY SCORE: **Resident Population Threat + Nearby Population Threat**	(subject to a maximum of 100) 58.5	

PA TABLE 7: SOIL EXPOSURE PATHWAY TERRESTRIAL SENSITIVE ENVIRONMENT VALUES

Terrestrial Sensitive Environment	**Assigned Value**
Terrestrial critical habitat for Federally designated endangered or threatened species National Park Designated Federal Wilderness Area National Monument	100
Terrestrial habitat known to be used by Federally designated or proposed threatened or endangered species National Preserve (terrestrial) National or State terrestrial Wildlife Refuge Federal land designated for protection of natural ecosystems Administratively proposed Federal Wilderness Area Terrestrial areas utilized by large or dense aggregations of animals (vertebrate species) for breeding	75
Terrestrial habitat used by State designated endangered or threatened species Terrestrial habitat used by species under review for Federal designated endangered or threatened status	50
State lands designated for wildlife or game management State designated Natural Areas Particular areas, relatively small in size, important to maintenance of unique biotic communities	25

AIR PATHWAY CRITERIA LIST

This "Criteria List" helps guide the process of developing a hypothesis as to whether a release to the air is likely to be detected. The check-boxes record your professional judgment. Answers to all of the listed questions may not be available during the PA. Also, the list is not all-inclusive; if other criteria help shape your hypothesis, list them at the bottom of the page or attach an additional page.

The "Suspected Release" section identifies several conditions that could provide insight as to whether a release from the site is likely to be detected. If a release is suspected, primary targets are any residents, workers, students, and sensitive environments on or within ¼ mile of the site.

Check the boxes to indicate a "yes," "no," or "unknown" answer to each question. If you check the "Suspected Release" box as "yes," make sure you assign a Likelihood of Release value of 550 for the pathway.

AIR PATHWAY CRITERIA LIST

SUSPECTED RELEASE				PRIMARY TARGETS
Yes	No	Unk		
☐	☑	☐	Are odors currently reported?	If you suspect a release to air, evaluate all populations and sensitive environments within 1/4 mile (including those onsite) as primary targets.
☐	☑	☐	Has release of a hazardous substance to the air been directly observed?	
☐	☑	☐	Are there reports of adverse health effects (e.g., headaches, nausea, dizziness) potentially resulting from migration of hazardous substances through the air?	
☐	☑	☐	Does analytical or circumstantial evidence suggest a release to the air?	
☐	☐		Other criteria?_____	
☐	☑		**SUSPECTED RELEASE?**	

Summarize the rationale for Suspected Release (attach an additional page if necessary):

See PA Report
Section 5.0 (Previously attached).

AIR PATHWAY SCORESHEET

Pathway Characteristics

Answer the questions at the top of the page. Refer to the Air Pathway Criteria List (page 21) to hypothesize whether you suspect that a hazardous substance release to the air could be detected. Due to dispersion, releases to air are not as persistent as releases to water migration pathways and are much more difficult to detect. Develop your hypothesis concerning the release of hazardous substances to air based on "real time" considerations. Record the distance (in feet) from any source to the nearest regularly occupied building.

Likelihood of Release (LR)

1. Suspected Release: Hypothesize based on professional judgment guided by the Air Pathway Criteria List (page 21). If you suspect a release to air, use only Column A for this pathway and do not evaluate factor 2.

2. No Suspected Release: If you do not suspect a release, enter 500 and use only Column B for this pathway.

Targets (T)

3. Primary Target Population: Evaluate populations subject to exposure from release of a hazardous substance from the site. If you suspect a release, the resident, student, and worker populations on and within ¼ mile the site are considered primary target population. If only the number of residences is known, use the average county residents per household (rounded up to the next integer) to determine the population. In the space provided, enter this population. Multiply the population by 10 to determine the Primary Target Population score. Note that if you do not suspect a release, there can be no primary target population.

4. Secondary Target Population: Evaluate populations in distance categories not suspected to be subject to exposure from release, of a hazardous substance from the site. If you suspect a release, residents, students, and workers in the ¼ - to 4-mile distance categories are secondary target population. If you do not suspect a release, all residents, students, and workers onsite and within 4 miles are considered secondary target population.

Use PA Table 8 (page 23). Enter the population in each secondary target population distance category, circle the assigned value, and record it on the far-right side of the table. Sum the far-right column and enter the total as the Secondary Target Population factor score.

5. Nearest Individual represents the threat posed to the person most likely to be exposed to a hazardous substance release from the site. If you have identified a primary target population, enter 50. Otherwise, assign the score from PA Table 8 (page 23) for the closest distance category in which you have identified a secondary target population.

6. Primary Sensitive Environments: If a release is suspected, all sensitive environments on or within ¼ mile of the site are considered primary targets. List them and assign values for sensitive environment type (from PA Table 5, page 16) and/or wetland acreage (from PA Table 9, page 23). Sum the values and enter the total as the factor score.

7. Secondary Sensitive Environments: If a release is suspected, sensitive environments in the ¼ - to ½ - mile distance category are secondary targets; greater distances need not be evaluated because distance weighting greatly diminishes the impact on site score. If you do not suspect a release, all sensitive environments on and within ½ mile of the site are considered secondary targets. List each secondary sensitive environment on PA Table 10 (page 23) and assign a value to each using PA Tables 6 and 9. Multiply each value by the indicated distance weight and record the product in the far right column. Sum the products and enter the total as the factor score.

8. Resources: A score of 5 can generally be assigned as a default measure. Assign zero only if there is no land resource use within ½ mile.

Sum the target scores in Column A (Suspected Release) or Column B (No Suspected Release).

Waste Characteristics (WC)

9.Waste Characteristics: Score is assigned from page 4. However, if you have identified any primary target for the air pathway, assign either the score calculated on page 4 or a score of 32, whichever is greater.

Air Pathway Score: Multiply the scores for LR, T, and WC. Divide the product by 82,500. Round the result to the nearest integer. If the result is greater than 100, assign 100.

AIR PATHWAY SCORESHEET

Pathway Characteristics	
Do you suspect a release (see Air Pathway Criteria List, page 21)?	Yes ___ No ✓
Distance to the nearest individual:	0 ft

	A *Suspected Release*	B *No Suspected Release*	*References*
LIKELIHOOD OF RELEASE			
1. SUSPECTED RELEASE: If you suspect a release to air (see page 21), assign a score of 550. Use only column A for this pathway.	(550)		
2. NO SUSPECTED RELEASE: If you do not suspect a release to air, assign a score of 500. Use only column B for this pathway.		(500) 500	
LR =		500	
TARGETS			
3. PRIMARY TARGET POPULATION: Determine the number of people subject to exposure from a suspected release of hazardous substances to the air. ____ people x 10 =			
4. SECONDARY TARGET POPULATION: Determine the number of people not suspected to be exposed to a release to air, and assign the total population score using PA Table 8.		106	6, 40, 48
5. NEAREST INDIVIDUAL: If you have identified any Primary Target Population for the air pathway, assign a score of 50; otherwise, assign the Nearest Individual score from PA Table 8.	(50,30,7,2,1, or 0)	(20,7,2,1, or 0) 20	6
6. PRIMARY SENSITIVE ENVIRONMENTS: Sum the sensitive environment values (PA Table 5) and wetland acreage values (PA Table 9) for environments subject to exposure from a suspected release to the air.			
Sum =			
7. SECONDARY SENSITIVE ENVIRONMENTS: Use PA Table 10 to determine the score for secondary sensitive environments.		325	41–47
8. RESOURCES	(5 or 0)	(5 or 0) 5	P. 140 of PA Guidance
T =		1635	
WASTE CHARACTERISTICS			
9. A. If you have identified any Primary Target for the air pathway, assign the waste characteristics score calculated on page 4, or a score of 32, whichever is GREATER; *do not evaluate part B of this factor.*	(100 or 32)		
B. If you have NOT identified any Primary Target for the air pathway, assign the waste characteristics score calculated on page 4.	(100,32, or 18)	(100,32, or 18) 32	
WC =		32	

AIR PATHWAY SCORE: $\frac{LR \times T \times WC}{82{,}500}$ (subject to a maximum of 100) 31.7

PA TABLE 8: VALUES FOR SECONDARY AIR TARGET POPULATIONS

Ref 6

Distance from Site	Population	Nearest Individual (choose highest)	Population Within Distance Category: 1 to 10	11 to 30	31 to 100	101 to 300	301 to 1,000	1,001 to 3,000	3,001 to 10,000	10,001 to 30,000	30,001 to 100,000	100,001 to 300,000	300,001 to 1,000,000	Greater than 1,000,000	Population Value
Onsite	21	20	1	2	5	16	52	163	521	1,633	5,214	16,325	52,136	163,246	2
>0 to ¼ mile	1315	20	1	1	1	4	13	41	130	408	1,303	4,081	13,034	40,811	41
>¼ to ½ mile	2895	2	0	0	1	1	3	9	28	88	282	882	2,815	8,815	9
>½ to 1 mile	8023	1	0	0	0	1	1	3	8	26	83	261	834	2,612	8
>1 to 2 miles	31451	0	0	0	0	0	1	1	3	8	27	83	266	833	27
>2 to 3 miles	64520	0	0	0	0	0	1	1	1	4	12	38	120	376	12
>3 to 4 miles	78329	0	0	0	0	0	0	1	1	2	7	23	73	229	7

Nearest Individual = 20

Score = 106

Ref-31 All wetlands within 1/2 mi have unconsolidated bottoms *

PA TABLE 8: AIR PATHWAY VALUES FOR WETLAND AREA

Wetland Area	Assigned Value
Less than 1 acre	0
1 to 50 acres	25
Greater than 50 to 100 acres	75
Greater than 100 to 150	125
Greater than 150 to 200 acres	175
Greater than 200 to 300 acres	250
Greater than 300 to 400 acres	350
Greater than 400 to 500 acres	450
Greater than 500 acres	500

PA TABLE 10: DISTANCE WEIGHTS AND CALCULATIONS FOR AIR PATHWAY SECONDARY SENSITIVE ENVIRONMENTS

Distance	Distance Weight	Sensitive Environment Type and Value (from PA Table 5 or 9)	Product
Onsite	0.10	x 225 } see attachment	22.5
		x	
0-1/4 mi	0.025	x 25	0.6
		x	
		x	
1/4-1/2 mi	0.0054	x	
		x	
		x	
		x	

Total Environments Score = 23.1

* Per Highlight A-8 of the HRS Guidance Manual, wetlands with unconsolidated bottoms are not HRS eligible (Ref. 19)

State & Federal endangered & threatened species listed for the NW Atlanta USGS Quadrangle (Ref. 36) and for Fulton County (Ref. 37) are assumed to exist within 1/2 mile of the site per page 133 of the PA Guidance (Ref. 20). Any listed aquatic species are assumed to exist within 1/4 mile of the site because the PPE is within 1/4 mile and listed aquatic species are assumed to exist in Proctor Ck.

Terrestrial listed species are assumed to exist onsite per p. 133 of the PA Guidance

Terrestrial Species reported for Fulton County (Ref. 37) &/or the NW Atlanta USGS Quadrangle (Ref. 36) are assumed to exist onsite per p. 133 of PA Guidance (Ref. 20). They are as follows:

GA Threatened (T) or Endangered (E) (Ref. 43)	U.S. Threatened (T) or Endangered (E) (Ref. 45)
50 Fothergilla major (T) (Mountain witch-alder)	75 Symphyotrichum georgianum (C) (Georgia Aster)
50 Schisandra glabra (T) (Bay Star-Vine)	
50 Monotropsis odorata (T) (Sweet Pinesap)	
150 Points	75 Points

Assigned Value for onsite Sensitive Environment = 225

Aquatic species reported for Fulton County (Ref. 37) &/or NW Atlanta Quad. (Ref. 36). Assumed to exist between 1/4 & 1/2 mile from site (in the perennial surface water pathway in Proctor Creek) per p. 133 of the PA Guidance (Ref. 20)

Threatened(T) vs Endangered(E) Aquatic Species

GA Status (Ref. 43)		U.S. Status (Ref. 45)	
Elliptio arctata (E) (Delicate Spike)	50	Etheostoma scotti (T) (Cherokee Darter)	75
Cambarus howardi (T)	50	Hamiota subangulara (E) shinyrayed footed bat	75
		Medionidus penicillatus (E) (Gulf Moccasinshell)	75
Total	100	Total	225

325 assigned value for 0-1/4 mile

SITE SCORE CALCULATION

In the column labeled S, record the Ground Water Pathway score, the Surface Water Pathway score, the Soil Exposure Pathway score, and the Air Pathway score. Square each pathway score and record the result in the S^2 column. Sum the squared pathway scores. Divided the sum by 4, and take the square root of the result to obtain the **Site Score**.

SUMMARY

Answer the summary questions, which ask for a qualitative evaluation of the relative risk of targets being exposed to a hazardous substance from the site. You may find your responses to these questions a good cross-check against the way you scored the individual pathways. For example, if scored the ground water pathway on the basis of no suspected release and secondary targets only, yet your response to question #1 is "yes," this presents apparently conflicting conclusions that you need to reconsider and resolve. Your answers to the questions on page 24 should be consistent with your evaluations elsewhere in the PA scoresheets package.

SITE SCORE CALCULATION

	S	S^2
GROUND WATER PATHWAY SCORE (S_{gw}):	87	7569
SURFACE WATER PATHWAY SCORE (S_{sw}):	72.6	5271
SOIL EXPOSURE PATHWAY SCORE (S_s):	58.5	3422
AIR PATHWAY SCORE (S_a):	31.7	1005
SITE SCORE: $\sqrt{\frac{S_{gw}^2+S_{sw}^2+S_s^2+S_a^2}{4}}$		65.7

SUMMARY

	YES	NO
1. Is there a high possibility of a threat to any nearby drinking water well(s) by migration of a hazardous substance in ground water?	☑	☐
A. If yes, identify the well(s). Remediation System recovery wells suspected of being used by indigents for domestic use.		
B. If yes, how many people are served by the threatened well(s)? 35		
2. Is there a high possibility of a threat to any of the following by hazardous substance migration in surface water?		
A. Drinking water intake	☐	☑
B. Fishery	☑	☐
C. Sensitive environment (wetland, critical habitat, others)	☐	☑
D. If yes, identify the target(s). Proctor Creek fishery		
3. Is there a high possibility of an area of surficial contamination within 200 feet of any residence, school, or daycare facility?	☑	☐
If yes, identify the property(ies) and estimate the associated population(s). 21 indigents are suspected to live on site and sleep and eat on the ground.		
4. Are there public health concerns at this site that are not addressed by PA scoring considerations? If yes, explain: Indigent population is difficult to count and prone to change	☑	☐

6.0 SUMMARY AND CONCLUSIONS

The Groundwater Pathway by itself warrants further evaluation under the HRS at this time, based on the presence of a suspected release (See Section 3.3), and the presence of an estimated indigent population of 35 suspected to be drinking contaminated water from active spigots at the wellheads of three on-site recovery wells (Refs. 40 and 48).

The surface water pathway, human food chain threat by itself warrants further evaluation under the HRS at this time, based on a suspected release to surface water (nearby surface water, presence of a source in a flood zone, likely discharge of contaminated groundwater to surface water, and circumstantial evidence of surface water contamination); and the presence of a nearby fishery in Proctor Creek suspected to have been exposed to a hazardous substance released from the site (Refs. 20, 32-34, 38, and 61).

The Soil Exposure Pathway by itself warrants further evaluation under the HRS at this time, based on suspected contamination (Section 2.3.3.2 and Ref. 20); the presence of an estimated indigent resident population of 21 (Refs. 40 and 48); and the presence of 12,234 people living within 1 mile (Refs. 24 and 48).

The Air Pathway by itself does not warrant further evaluation under the HRS at this time, because of the lack of a suspected release to the air (Ref. 48), and lack of HRS-eligible wetlands or field-identified and confirmed sensitive environments at or near the site (Refs. 19, 31, and 48).

In conclusion, the Groundwater, Surface Water, and Soil Pathways, each by themselves, warrant further evaluation under the HRS at this time. Therefore, based on available information and current site conditions, the EPD recommends the site for further evaluation under the HRS.

Should the indigent population be removed from the site, the Groundwater and Soil Exposure Pathways by themselves would no longer warrant further evaluation under the HRS. However, the Surface Water Pathway by itself would continue to warrant further evaluation under the HRS.

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****** CONFIDENTIAL ******
******PRE-DECISIONAL DOCUMENT ******
****** SUMMARY SCORESHEET ******
****** FOR COMPUTING PROJECTED HRS SCORE ******

****** Do Not Cite or Quote ******

Site Name: AZS Chemical Co.

Region: 4

City, County, State: Atlanta, Fulton Copunty GA

Evaluator: Lawrence Papetti

EPA ID#:

Date: 12/20/2007

Lat/Long:

T/R/S:

Congressional District:

This Scoresheet is for: PA

Scenario Name: PA Quickscore

Description:

	S pathway	S^2 pathway
Ground Water Migration Pathway Score (S_{gw})	85.33	7281.2089
Surface Water Migration Pathway Score (S_{sw})	38.28	1465.3584
Soil Exposure Pathway Score (S_s)	15.92	253.4464
Air Migration Score (S_a)	24.3393939393939	592.406097337005
$S^2_{gw} + S^2_{sw} + S^2_s + S^2_a$		9592.41979733701
$(S^2_{gw} + S^2_{sw} + S^2_s + S^2_a)/4$		2398.10494933425
$/ (S^2_{gw} + S^2_{sw} + S^2_s + S^2_a)/4$		48.97

υ Pathways not assigned a score (explain):

TABLE 3-1 --GROUND WATER MIGRATION PATHWAY SCORESHEET

Factor categories and factors	Maximum Value	Value Assigned	
Aquifer Evaluated:			
Likelihood of Release to an Aquifer:			
1. Observed Release	550	550	
2. Potential to Release:			
2a. Containment	10		
2b. Net Precipitation	10		
2c. Depth to Aquifer	5		
2d. Travel Time	35		
2e. Potential to Release [lines 2a(2b + 2c + 2d)]	500		
3. Likelihood of Release (higher of lines 1 and 2e)	550		550
Waste Characteristics:			
4. Toxicity/Mobility	(a)	10000	
5. Hazardous Waste Quantity	(a)	100	
6. Waste Characteristics	100		32
Targets:			
7. Nearest Well	(b)	50	
8. Population:			
8a. Level I Concentrations	(b)	350	
8b. Level II Concentrations	(b)		
8c. Potential Contamination	(b)		
8d. Population (lines 8a + 8b + 8c)	(b)	350	
9. Resources	5	0	
10. Wellhead Protection Area	20	0	
11. Targets (lines 7 + 8d + 9 + 10)	(b)		400
Ground Water Migration Score for an Aquifer:			
12. Aquifer Score [(lines 3 x 6 x 11)/82,5000][c]	100		85.3333333333333
Ground Water Migration Pathway Score:			
13. Pathway Score (S_{gw}), (highest value from line 12 for all aquifers evaluated)[c]	100		85.3333333333333

[a] Maximum value applies to waste characteristics category
[b] Maximum value not applicable
[c] Do not round to nearest integer

TABLE 4-1 --SURFACE WATER OVERLAND/FLOOD MIGRATION COMPONENT SCORESHEET			
Factor categories and factors	Maximum Value	Value Assigned	
Watershed Evaluated:			
Drinking Water Threat			
Likelihood of Release:			
1. Observed Release	550	0	
2. Potential to Release by Overland Flow:			
2a. Containment	10	10	
2b. Runoff	10	1	
2c. Distance to Surface Water	5	16	
2d. Potential to Release by Overland Flow [lines 2a(2b + 2c)]	35	170	
3.Potential to Release by Flood:			
3a. Containment (Flood)	10	10	
3b. Flood Frequency	50	25	
3c. Potential to Release by Flood (lines 3a x 3b)	500	250	
4. Potential to Release (lines 2d + 3c, subject to a maximum of 500)	500	420	
5. Likelihood of Release (higher of lines 1 and 4)	550		420
Waste Characteristics:			
6. Toxicity/Persistence	(a)		
7. Hazardous Waste Quantity	(a)	100	
8. Waste Characteristics	100		0
Targets:			
9. Nearest Intake	50		
10. Population:			
10a. Level I Concentrations	(b)		
10b. Level II Concentrations	(b)		
10c. Potential Contamination	(b)		
10d. Population (lines 10a + 10b + 10c)	(b)		
11. Resources	5		
12. Targets (lines 9 + 10d + 11)	(b)		
Drinking Water Threat Score:			
13. Drinking Water Threat Score [(lines 5x8x12)/82,500, subject to a max of 100]	100		0
Human Food Chain Threat			
Likelihood of Release:			
14. Likelihood of Release (same value as line 5)	550		420
Waste Characteristics:			
15. Toxicity/Persistence/Bioaccumulation	(a)	500000000	
16. Hazardous Waste Quantity	(a)	100	
17. Waste Characteristics	1000		320
Targets:			
18. Food Chain Individual	50	20	
19. Population			
19a. Level I Concentration	(b)		
19b. Level II Concentration	(b)		
19c. Potential Human Food Chain Contamination	(b)	0.003	
19d. Population (lines 19a + 19b + 19c)	(b)	0	
20. Targets (lines 18 + 19d)	(b)		20
Human Food Chain Threat Score:			
21. Human Food Chain Threat Score [(lines 14x17x20)/82500, subject to max of 100]	100		32.58
Environmental Threat			
Likelihood of Release:			
22. Likelihood of Release (same value as line 5)	550		420
Waste Characteristics:			
23. Ecosystem Toxicity/Persistence/Bioaccumulation	(a)	500000000	
24. Hazardous Waste Quantity	(a)	100	
25. Waste Characteristics	1000		320

Targets:			
26. Sensitive Environments			
26a. Level I Concentrations	(b)		
26b. Level II Concentrations	(b)		
26c. Potential Contamination	(b)	3.5	
26d. Sensitive Environments (lines 26a + 26b + 26c)	(b)	3.5	
27. Targets (value from line 26d)	(b)		3.5
Environmental Threat Score:			
28. Environmental Threat Score [(lines 22x25x27)/82,500 subject to a max of 60]	60		5.7
Surface Water Overland/Flood Migration Component Score for a Watershed			
29. Watershed Score[c] (lines 13+21+28, subject to a max of 100}	100		38.28
Surface Water Overland/Flood Migration Component Score			
30. Component Score (S_{sw})[c] (highest score from line 29 for all watersheds evaluated)	100		38.28

[a] Maximum value applies to waste characteristics category
[b] Maximum value not applicable
[c] Do not round to nearest integer

TABLE 4-25 --GROUND WATER TO SURFACE WATER MIGRATION COMPONENT SCORESHEET			
Factor categories and factors	Maximum Value	Value Assigned	
Aquifer Evaluated:			
Drinking Water Threat			
Likelihood of Release to an Aquifer:			
1. Observed Release	550	550	
2. Potential to Release:			
2a. Containment	10		
2b. Net Precipitation	10		
2c. Depth to Aquifer	5		
2d. Travel Time	35		
2e. Potential to Release [lines 2a(2b + 2c + 2d)]	500	0	
3. Likelihood of Release (higher of lines 1 and 2e)	550		550
Waste Characteristics:			
4. Toxicity/Mobility	(a)	7	
5. Hazardous Waste Quantity	(a)	100	
6. Waste Characteristics	100		3
Targets:			
7. Nearest Well	(b)		
8. Population:			
8a. Level I Concentrations	(b)		
8b. Level II Concentrations	(b)		
8c. Potential Contamination	(b)		
8d. Population (lines 8a + 8b + 8c)	(b)		
9. Resources	5		
10. Targets (lines 7 + 8d + 9)	(b)		
Drinking Water Threat Score:			
11. Drinking Water Threat Score ([lines 3 x 6 x 10]/82,500, subject to max of 100)	100		0
Human Food Chain Threat			
Likelihood of Release:			
12. Likelihood of Release (same value as line 3)	550		550
Waste Characteristics:			
13. Toxicity/Mobility/Persistence/Bioaccumulation	(a)	5000000	
14. Hazardous Waste Quantity	(a)	100	
15. Waste Characteristics	1000		100
Targets:			
16. Food Chain Individual	50		
17. Population			
17a. Level I Concentration	(b)		
17b. Level II Concentration	(b)		
17c. Potential Human Food Chain Contamination	(b)	0.003	
17d. Population (lines 17a + 17b + 17c)	(b)	0	
18. Targets (lines 16 + 17d)	(b)		20
Human Food Chain Threat Score:			
19. Human Food Chain Threat Score [(lines 12x15x18)/82,500,suject to max of 100]	100		13.33333333 33333
Environmental Threat			
Likelihood of Release:			
20. Likelihood of Release (same value as line 3)	550		550
Waste Characteristics:			
21. Ecosystem Toxicity/Persistence/Bioaccumulation	(a)	5000000	
22. Hazardous Waste Quantity	(a)	100	
23. Waste Characteristics	1000		100
Targets:			
24. Sensitive Environments			
24a. Level I Concentrations	(b)		
24b. Level II Concentrations	(b)		

24c. Potential Contamination	(b)	3.5	
24d. Sensitive Environments (lines 24a + 24b + 24c)	(b)	3.5	
25. Targets (value from line 24d)	(b)		3.5
Environmental Threat Score:			
26. Environmental Threat Score [(lines 20x23x25)/82,500 subject to a max of 60]	60		2.34
Ground Water to Surface Water Migration Component Score for a Watershed			
27. Watershed Score[c] (lines 11 + 19 + 28, subject to a max of 100)	100		15.67
28. Component Score (S_{gs})[c] (highest score from line 27 for all watersheds evaluated, subject to a max of 100)	100		15.67

[a] Maximum value applies to waste characteristics category
[b] Maximum value not applicable
[c] Do not round to nearest integer

TABLE 5-1 --SOIL EXPOSURE PATHWAY SCORESHEET

Factor categories and factors	Maximum Value	Value Assigned	
Likelihood of Exposure:			
1. Likelihood of Exposure	550		550
Waste Characteristics:			
2. Toxicity	(a)	10000	
3. Hazardous Waste Quantity	(a)	100	
4. Waste Characteristics	100		32
Targets:			
5. Resident Individual	50	45	
6. Resident Population:			
6a. Level I Concentrations	(b)		
6b. Level II Concentrations	(b)	21	
6c. Population (lines 6a + 6b)	(b)	21	
7. Workers	15		
8. Resources	5		
9. Terrestrial Sensitive Environments	(c)		
10. Targets (lines 5 + 6c + 7 + 8 + 9)	(b)		66
Resident Population Threat Score			
11. Resident Population Threat Score (lines 1 x 4 x 10)	(b)		1161600
Nearby Population Threat			
Likelihood of Exposure:			
12. Attractiveness/Accessibility	100	75	
13. Area of Contamination	100	20	
14. Likelihood of Exposure	500		50
Waste Characteristics:			
15. Toxicity	(a)	10000	
16. Hazardous Waste Quantity	(a)	100	
17. Waste Characteristics	100		32
Targets:			
18. Nearby Individual	1	1	
19. Population Within 1 Mile	(b)	94	
20. Targets (lines 18 + 19)	(b)		95
Nearby Population Threat Score			
21. Nearby Population Threat (lines 14 x 17 x 20)	(b)		152000
Soil Exposure Pathway Score:			
22. Pathway Score[d] (S_s), [lines (11+21)/82,500, subject to max of 100]	100		15.92

[a] Maximum value applies to waste characteristics category
[b] Maximum value not applicable
[c] No specific maximum value applies to factor. However, pathway score based solely on terrestrial sensitive environments is limited to a maximum of 60
[d] Do not round to nearest integer

TABLE 6-1 –AIR MIGRATION PATHWAY SCORESHEET

Factor categories and factors	Maximum Value	Value Assigned	
Likelihood of Release:			
1. Observed Release	550	0	
2. Potential to Release:			
2a. Gas Potential to Release	500	500	
2b. Particulate Potential to Release	500		
2c. Potential to Release (higher of lines 2a and 2b)	500	500	
3. Likelihood of Release (higher of lines 1 and 2c)	550		500
Waste Characteristics:			
4. Toxicity/Mobility	(a)	10000	
5. Hazardous Waste Quantity	(a)	100	
6. Waste Characteristics	100		32
Targets:			
7. Nearest Individual	50	20	
8. Population:			
8a. Level I Concentrations	(b)		
8b. Level II Concentrations	(b)		
8c. Potential Contamination	(c)	105.5	
8d. Population (lines 8a + 8b + 8c)	(b)	105.5	
9. Resources	5		
10. Sensitive Environments:			
10a. Actual Contamination	(c)		
10b. Potential Contamination	(c)		
10c. Sensitive Environments (lines 10a + 10b)	(c)		
11. Targets (lines 7 + 8d + 9 + 10c)	(b)		125.5
Air Migration Pathway Score:			
12. Pathway Score (S_a) [(lines 3 x 6 x 11)/82,500][d]	100		24.3393939393939

[a] Maximum value applies to waste characteristics category
[b] Maximum value not applicable
[c] No specific maximum value applies to factor. However, pathway score based solely on sensitive environments is limited to a maximum of 60.
[d] Do not round to nearest integer

Scratch Pad Contents for AZS Chemical Co. - PA Quickscore

Scenario Description:

Done	Line No	Item	Ref
☐	AR - 2a	Vinyl chloride	
☐	AR - 8c	1055/10=105.5	24
☐	GS - 1	There is an observed release to groundwater (See comments in Groundwater Pathway). According to the 1987 RFA (Ref. 11), groundwater from the northern portion of the site (which includes the Polymer Pond) discharges into Bellwood Branch. Surface drainage in Bellwood Branch flows from the northern portion of the site approximately 1,200 feet to the PPE (Ref. 48).	11, 48
☐	GS - 4	See GW pathway comments.	
☐	GS - 17	See SW Pathway comments.	
☐	GS - 24	See SW Pathway comments.	
☐	GS - 13	See SW Pathway comments.	
☐	GS - 21, 24	See SW Pathway comments.	
☐	GW - 1	There is documented groundwater contamination, and a groundwater remediation system is in place for VOC contamination at the Series Pond Area.	18, 25, and 30
☐	GW - 4	The main groundwater contaminants are vinyl chloride, 1,2-dichloroethene, and trichloroethene. Used vinyl chloride for calculations. Vinyl chloride is listed in the RCRA permit in the groundwater protection standard. Vinyl chloride has been detected in site soils. The surface impoundments contain chlorinated solvents that could be the parent compounds of vinyl chloride in groundwater. Therefore, there is a documented observed release of vinyl chloride to groundwater.	11, 18, 57, and 58
☐	GW - 7, 8a	Vinyl chloride is present at approximately 80 ppb in the Series Pond Area.	58
☐	SE - 1	Polymer Pond and Series Pond Area caps have indefinite boundaries and are poorly maintained. Therefore, contamination documented in the RCRA permit for these sources is not adequately covered and qualifies as observed contamination.	11, 48
☐	SE - 2	Table 2 of the RFA lists mercury as present in the surface impoundments.	11
☐	SE - 3	Indigents live, eat, and sleep on the ground, on and/or within 200 feet of both surface impoundments, and on the site property.	48
☐	SE - 13	Surface impoundments cover an area of 39,250 square feet.	25
☐	SE - 15	According to the RFA, mercury is present in the surface impoundments. The surface impoundments have poorly maintained covers. Indigents live on an near the surface impoundments.	11, 48
☐	SE - 19	Table 5-10 factor value of 94 based on population from 2000 Census (Ref. 24).	24
☐	SW - 2a	There is evidence of hazardous substance migration from a source area.	18, 51, and 58

☐	SW - 2b	PRP conservative assumption of a small drainage area (less than 50 acres) resulted in a runoff value no greater than 1.	
☐	SW - 2c	Field reconnaissance determined the Overland Runoff Route from the Series Pond Area to be 1000 feet.	48
☐	SW - 3a	Covers on surface impoundments are poorly maintained, and incompletely cover the sources.	48
☐	SW - 3b	100 year flood zone on Bellwood Branch extends onto the site near the Polymer Pond cap. Because of the indefinite extent of the polymer pond past the cap, the environmentally conservative assumption is made that the 100 year flood zone may encompass the Polymer Pond.	48
☐	SW - 15, 23	Mercury is present in the surface impoundments according to the RFA, Table 2.	11
☐	SW - 18	Assume an observed release of mercury, but no actual contamination targets.	
☐	SW - 19c	Assume 0-100 pounds per year harvested from Proctor Creek. Proctor creek has a documented flow between 10 and 100 cfs.	32, 34
☐	SW - 26	Proctor Creek has 0.5 miles of wetlands frontage downstream of the PPE, and they begin 3.9 miles downstream of the PPE. Actual contamination of the wetlands is unlikely. There are listed species for the area NW Atlanta quadrangle and Fulton County that are assumed to exist in Proctor Creek although site reconnaissance has not documented them.	31, 43, and 45
☐	SW - 12	No intakes.	