May 6, 2015

Mr. Adam Sowatzka
King & Spalding, LLP
1180 Peachtree Street, NE
Atlanta, Georgia 30309

RE: Environmental Services Proposal
Saints Apartments – Soil Asbestos Sampling
103 W. Powell Street
Dothan, Alabama

ECS Proposal No. 10-11147

Dear Mr. Sowatzka:

ECS Southeast, LLC (ECS) is pleased to submit this proposal to King & Spalding, LLP (Client) to perform a limited environmental assessment for the referenced project. As discussed with you, the project consists of two former apartment buildings where abatement of asbestos containing materials (ACM) was completed. The Environmental Protection Agency has expressed concerns with the ACM abatement. ESC was requested to provide a proposal to conduct soil sampling at the site and to have the samples analyzed for the presence of asbestos. ECS is offering this scope of services for this limited assessment.

SCOPE OF SERVICES

ECS will mobilize to the site to collect a total of ten soil samples for asbestos analysis. It is understood that the previous structures have been removed and the site currently has a grass surface. ECS will remove the grass to expose the soil immediately below the grass. A total of 10 discrete soils samples will be collected from the surface to a maximum depth of a 0.5-inch below the ground surface and submitted for laboratory analysis. The proposed sample locations are shown on the attached Figure 1.

The sampling will be performed by a licensed U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA) and Alabama Department of Environmental Management (ADEM) certified inspector. The collected soil samples will be analyzed via Polarized Light Microscopy (PLM) following methods outlined in EPA/600/R-93/116.

ECS will deliver the soil samples to the laboratory and will request a standard turnaround time (7 business days) for analysis from the laboratory. We typically are able to begin sampling within one week of receiving notice to proceed, provided we are given access to the property.

Project Reporting and Clarifications

ECS will submit an electronic PDF version of a letter report summarizing the limited assessment activities. If requested by the Client, ECS will forward up to two printed reports for the proposed fee. The letter report will be submitted within 3 to 5 business days following receipt of the laboratory data. However, ECS will provide a verbal report as soon as possible.

The following clarifications will be applicable:

- The field activities will be completed within one working day;
- ECS is not planning to penetrate any pavement areas; and,
- The Client is responsible for providing ECS with unencumbered access to the area.

PROPOSED FEES FOR SERVICES / SCHEDULE

ECS has estimated the fees for completing the above scope of services on a time and expense unit rate basis. Our estimated budget is $1,870.00. The project unit rates and the estimated budget needed to complete the proposed scope of services are summarized on Table A. If Site conditions indicate additional activity is necessary, ECS will notify the Client promptly of the situation and provide a revised fee estimate. Any changes to the scope of services that increases the budgeted fee will be approved by the Client prior to commencement.

We are prepared to start immediately upon receipt of written authorization. We estimate that the field activities can begin within a week of authorization. Once the field work has been completed, laboratory testing, analytical evaluation, and preparation of the summary report can be completed in another 15 working days for a total turnaround time of about 20 working days.

PROPOSAL ACCEPTANCE

This proposal may be accepted by signing the Proposal Acceptance page and returning one copy to ECS to authorize the proposed services. ECS is prepared to initiate this work in a timely manner upon receipt of written authorization to proceed. Issuance of a purchase order or other notice to proceed indicates acceptance of this proposal, and the attached Terms and Conditions of Service.

Thank you for allowing ECS to offer our services on this project. ECS approaches all projects with their client's best interest foremost and will evaluate various solutions to each environmental issue. Please contact the undersigned if you have any questions or need additional information.

Sincerely,

ECS SOUTHEAST, LLC represented by:

Steve Brock
Sr. Project Manager

Dan McHugh, R.E.M.
Environmental Manager

Attachments: Figure 1 - Proposed Sample Locations
Table A - Project Fee Estimate Summary
ECS Terms & Conditions of Service

PROPOSAL ACCEPTANCE

Environmental Services Proposal
Soil Asbestos Sampling
Saints Apartments
103 W. Powell Street
Dothan, Alabama

Soil Asbestos Sampling: **$1,870.00** **(Unit Rates – see Table A)**

To indicate acceptance of this proposal and to initiate services on the above-referenced project, please sign above and return this page to us. The Client's signature above indicates that he/she has the authority to bind the Client, has read and takes no exception to the attached Terms and Conditions of Service, and agrees to be bound by such Terms and Conditions of Service.

Client Signature: _____

Printed Name: _____

Title/Firm: _____

Date of Acceptance: _____

BILLING INFORMATION
(Please Print or Type)

Party Responsible for Payment: _____

Name of Contact Person/Title: _____

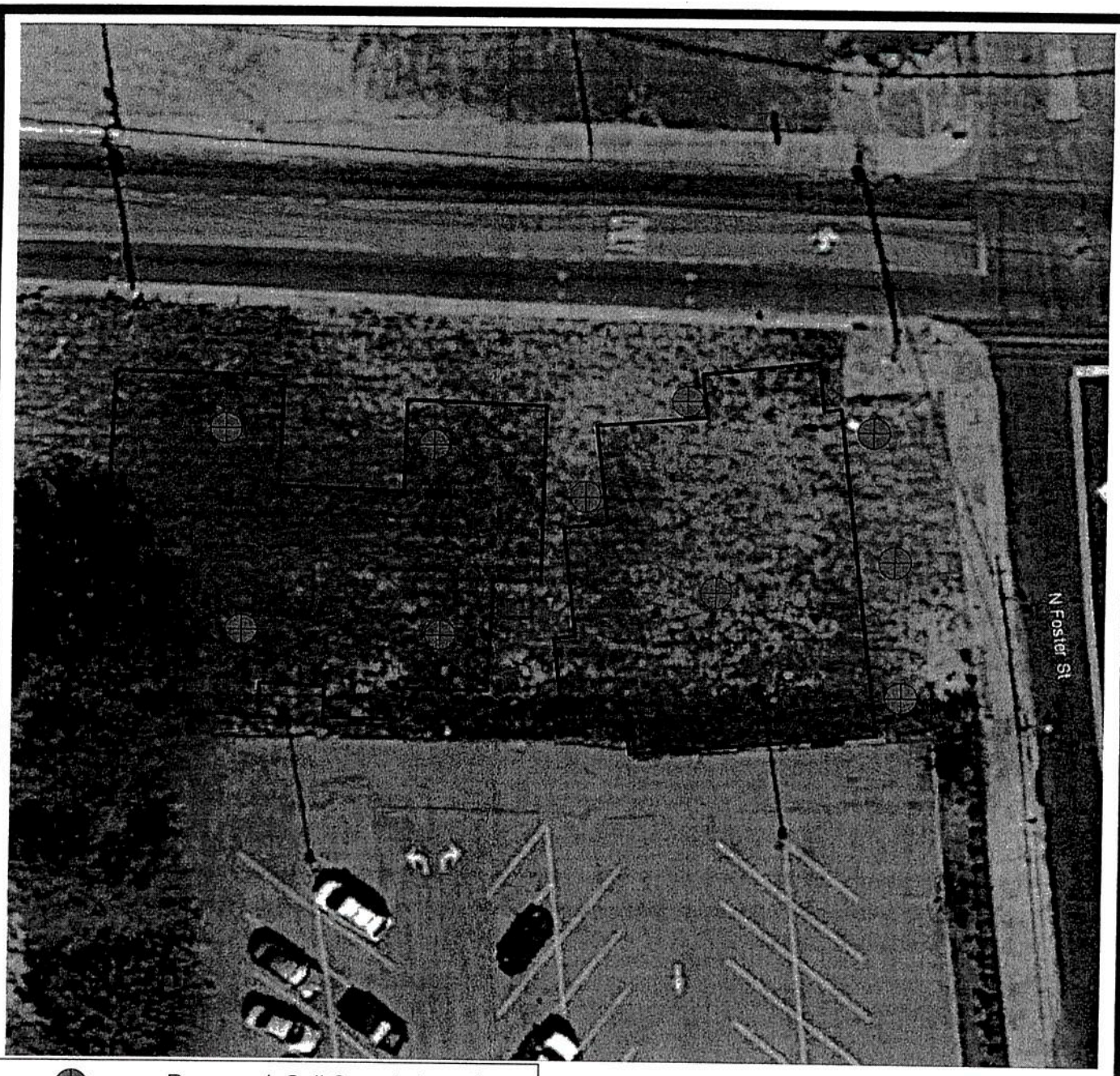
Billing Address: _____
_____
_____

Telephone Number: _____
Fax Number: _____

Client Project/Account Number: _____

Special Conditions for Invoice: _____

Site Access Name & Telephone #: _____



Proposed Soil Sample Location

Approximate Building Location

Scale: Not to Scale

Proposed Sample Location Map

N

Former Saints Apartments
103 West Powell Street
Dothan, Alabama

ECS™

Source: Google Aerial Image
Proposal No.: 10-11147
Date: May 2015
Figure No.: 1

TABLE A: ESTIMATED FEES
Limted Environmental Assessment
Dothan, Alabama
ECS Proposal No. 10-11147

FIELD ASSESSMENT	Quantity	Units	Unit Cost	Total Cost
Staff Scientist				
Vehicle	Exemption 4 Confidential Business Information (CBI)			
Supplies (Water, decon equipment, gloves, etc.				

SUBTOTAL FIELD:

LABORATORY TESTING	Quantity	Units	Unit Cost	Total Cost
Soil Samples (PLM)				

SUBTOTAL LABORATORY:

REPORTING & CONSULTATIONS	Quantity	Units	Unit Cost	Total Cost
Principal Manager				
Project Manager	Exemption 4 Confidential Business Information (CBI)			
Staff Scientist				
Secretary				

SUBTOTAL OFFICE:

ESTIMATED BUDGET: **$1,870.00**

Proposal No.: 10-11147 **(hereinafter the "Proposal")**

Client: **King & Spalding, LLP**

ECS SOUTHEAST, LLC
TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS Southeast, LLC ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 **INDEPENDENT CONSULTANT STATUS** - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 **SCOPE OF SERVICES** - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 **STANDARD OF CARE**

3.1 **In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.**

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 **CLIENT DISCLOSURES**

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 **INFORMATION PROVIDED BY OTHERS** - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 **CONCEALED RISKS** - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, *e.g.*, subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 **RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES**

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 **UNDERGROUND UTILITIES**

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 **SAMPLES**

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 **ENVIRONMENTAL RISKS**

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, it's licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**

18.1.1 If the proposed fees are $10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed $20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of $10,000, ECS' total aggregate liability to CLIENT shall not exceed $40,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage,

or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to $500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

01-1 8/5/14 OCD

Invoice

Omussee C & D, LLC

4541 Kinsey Road
Dothan, Alabama 36303
Phone: 334-671-8844
Fax: 334-671-8842

Date	Invoice #
7/31/2014	813

Bill To
DDRA PO Box 896 Dothan, AL 36302

P.O. No.	Terms	Project
Saints Apt.		

Service Date	Ticket Num...	Truck Num...	Quantity	Item Code	Description	Rate	Amount
7/25/2014	20739	114-30	Exemption 4 Confidential Business Information (CBI)	WASTE DI...	WASTE DISPOSAL	Exemption 4 Confidential Business Information (CBI)	
				STATE FEE	STATE FEE		
7/25/2014	20742	111-40		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/25/2014	20749	113-30		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/25/2014	20752	114-30		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/25/2014	20756	111-40		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/25/2014	20758	113-30		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/25/2014	20759	114-30		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/28/2014	20770	111-40		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/28/2014	20778	111-40		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/28/2014	20789	111-40		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/28/2014	20802	111-40		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/28/2014	20814	111-40		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/28/2014	20817	112-30		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/28/2014	20819	111-40		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/28/2014	20820	112-30		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/28/2014	20828	111-40		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/28/2014	20829	112-30		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		

Total Exemption 4 Confidential Business Information (CBI)

01-2 8/5/14 OCD

Invoice

Omussee C & D, LLC

4541 Kinsey Road
Dothan, Alabama 36303
Phone: 334-671-8844
Fax: 334-671-8842

Date	Invoice #
7/31/2014	813

Bill To
DDRA PO Box 896 Dothan, AL 36302

P.O. No.	Terms	Project
Saints Apt.		

Service Date	Ticket Num...	Truck Num...	Quantity	Item Code	Description	Rate	Amount
7/29/2014	20875	111-40		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
8/29/2014	20890	114-30		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/29/2014	20891	111-40		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/29/2014	20894	112-30		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/29/2014	20905	111-40		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/29/2014	20907	112-30		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/29/2014	20917	111-40		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/29/2014	20923	112-30		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/29/2014	20930	111-40		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/29/2014	20931	112-30		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/29/2014	20962	111-40		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/30/2014	20963	114-30		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/30/2014	20965	112-30		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/30/2014	20970	111-40		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/30/2014	20972	114-30		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/30/2014	20973	112-30		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
7/30/2014	20980	111-40		WASTE DI...	WASTE DISPOSAL		
				STATE FEE	STATE FEE		
					Total		$4,041.58

Exemption 4 Confidential Business Information (CBI)

Exemption 4 Confidential Business Information (CBI)

12-1-015/14 15056A

LEWIS INCORPORATED

P.O. BOX 254
HEADLAND, AL 36345

Estimate

Date	Estimate #
5/20/2014	28

Name / Address
DOTHAN DOWNTOWN REDEVELOPMENT AUTHORITY

Project

Description	Qty	U/M	Cost	Total
BID FOR WHITE HOUSE				
DEMO & REMOVE STRUCTURE BID DOES NOT INCLUDE PERMITS OR ASBESTOS REMOVAL		JOB		
BID FOR SAINTS APARTMENTS				
DEMO & REMOVE STRUCTURE BID DOES NOT INCLUDE PERMITS OR ASBESTOS REMOVAL		JOB		
Sales Tax			0.00%	0.00
		Total		$33,632.00

Exemption 4 Confidential Business Information (CBI)

Exemption 4 Confidential Business Information (CBI)

Customer Signature _____

WASTE SHIPMENT RECORD

...rk Site and Mailing Address	Owner's Name	Owner's Telephone No.
SEE ATTACHED SHEET (MISC JOBS)		

2. Operator's Name and Address	Operator's Telephone No.
ALABAMA ENVIRONMENTAL INC. P.O. BOX 116 COTTONDALE, AL. 35453	205 507 7495

3. Waste Disposal Site (WDS) Name, Mailing Address, and Physical Site Location	WDS Telephone No.
BLACK WARRIOR SOLID WASTE 3301 LANDFILL DR. COKER, AL. 35452	205 339 7330

4. Name and Address of Responsible Agency
ADEM
P.O. Box 301463 Montgomery Al. 36130-1463

GENERATOR

5. Description of Materials	6. Containers No.	Type	7. Total Quantity M^3	(yd^3)
See Attached Sheet				

8. Special Handling Instructions and Additional Information

9. OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations.

Printed/Typed Name & Title	Signature	Month	Day	Year
GARRY C. PEARSON PROJECT MANAGER	Garry C Pearson	4	8	13

10. Transporter I (Acknowledgement of Receipt of Materials)
RUMSEY ENVIRONMENTAL

Printed/Typed Name & Title Address & Telephone No.	Signature	Month	Day	Year
James Fulgham		4	12	13

Transporter II (Acknowledgement of Receipt of Materials)

WASTE SHIPMENT RECORD

	1. Work Site and Mailing Address SEE ATTACHED SHEET (MISC JOBS)	Owner's Name	Owner's Telephone No.
	2. Or Transporter II (Acknowledgement of Receipt of Materials) ALO		Operator's Telephone No.
TR	Printed/Typed Name & Title Address & Telephone No.	Signature	Month Day Year
LANDFILL	12. Discrepancy Indication Space		
	13. Waste Disposal Site Owner or Operator: Certification of Receipt of Asbestos Materials Covered by this Manifest Except as Noted in Item 12.		
	Printed/Typed Name & Title Emelia Dunn, office	Signature Emelia Dunn	Month Day Year 4-12-13

ALABAMA ENVIRONMENTAL INC.
7300 UNIVERSITY BLVD. E.
COTTONDALE, AL 35453
205/507/7495

WORK SITE	MATERIALS	QUANTITY
St. James Apartments	Pipe insulation	4yds
U of A Rose Admin. Building	Tar membrain	1yd
Eutaw Houses	Siding/VCT	15yds
U of A Ferguson Center	Pipe insulation	1yd
U of A Ferguson Center	Text Ceiling	2yds
Bear Creek/Tri-Co. Const.	Floor tile & mastic	1yd
Partlow Hospital	Transite panels	3yds
Elyton Village Bldg. 37 & 38	Floor tile & mastic	3yds

Black Warrior Solid Waste

Coker Sanitary Landfill
3301 Landfill Drive
Phone: 205-339-7330 Coker, Al 35452 Fax: 205-339-7304

Transaction # 408399 (139)
Acct: Rumsey Environmental LLC
Truck # re Trailer#
Fleet# Tag#
HoldID re
Transac: 1 DISPOSAL with Truck #
Payment: 1 Charge
Vehicle: 20 Not Specified
Origin: 20 Not Specified
Material:2 IN-Commercial
Destin: 1 LF Cell 1

Sat	In	Out	
Date:	4/12/2013	4/12/2013	Dir: IN
Time:	9:36:00 AM	9:50:02 AM	OSM:14
ScaleOp:	JDS	JDS	Site:SH
	Pounds	Tons	
GrossWt	52,060	26.03	A Scale
Tare Wt	33,700	16.85	B Scale
Net Wt	18	9.18	

Rate $ Exemption 4 Confidential Business Information (CBI)
Tip $
Spec $
Tax $
Total Fee $ 257.04
AmtTend 0.00
Change $ 0.00

Driver Signature: _____

Remark:
Tmemo: re

1-2

06-1-8/5/14 DDRA

LAW OFFICES OF

HALL, DERRICK & ASSOCIATES, P.A.

R. BRUCE HALL
R. TODD DERRICK
ALLISON REID LUMBATIS

360 NORTH OATES STREET
POST OFFICE BOX 1748
DOTHAN, AL 36302

(334)793-3610
(866)793-3610
FAX: (334)671-1843

August 14, 2013

Mr. Jansen Tidmore
Executive Director
Dothan Downtown Redevelopment Authority
Dothan, Alabama 36301

RE: DDRA – Saints Apartments
103 West Powell Street, Dothan

Dear Jansen:

You have asked me to give you an opinion regarding the coverage to the DDRA applicable under the Owner's Policy of Title Insurance issued by Chicago Title Insurance at the time the Saints Apartments was purchased in February 2013, and specifically related to the claim that the Mortgage Release from Exemption 6 Personal Privacy is not valid.

The short answer is that the policy itself speaks to and describes the matters for which coverage is applicable. I cannot give an opinion contrary to the policy nor to the listed exclusions under Schedule B. Further, Chicago Title and its claims attorneys will make a determination as to coverage issues only when a claim is made and determined to cause an actual loss.

That being said, generally speaking, any loss of title or claims that affect title creating a loss would be covered.

As you know and as we have discussed, the Mortgage Release on record is notarized and appears valid on its face. No legal challenge has been filed since the title passed to DDRA in February this year and therefore, until a Court Order has been issued that certifies the Mortgage Release as false, title remains vested and clear into DDRA.

If the DDRA would like this to move toward a more definite position, I would have to recommend that an action be filed in Circuit Court asking the Court to issue or find through a Declaratory Judgment ruling whether the title is valid because of the assertion by Exemption 6 Personal Privacy fraud has taken place. We would bring all parties into court, have Exemption 6 Personal Privacy make his case

06-1-8/5/MGPRA 2-2

for fraud and let the Court "declare" title to be clear or find the forgery claim valid. Of course I n would be a necessary party. In essence, the DDRA would be doing for Exemption 6 Personal Privacy, what he could do for himself.

Should the Court find title is in fact clouded by the false Mortgage Release, then Exemption 6 Personal Privacy n will face a civil judgment and possible criminal sanctions, and if he does not satisfy the mortgage due, then the DDRA will be positioned to make a claim under the Chicago Title Insurance.

Please let me know if the DDRA wants me to proceed or if you have further questions.

Sincerely,

HALL, DERRICK & ASSOCIATES

Bruce Hall

BH/lak

Sawyer, Bonnie

From: McIlvaine, Pamela
Sent: Thursday, May 07, 2015 6:35 AM
To: Sawyer, Bonnie
Subject: Fw: The Saints Apartments Site is a mockery of injustice and contamination in our community

Information Redacted pursuant to
5 U.S.C. Section 552 (b)(5), Exemption 5,
Privileged Inter/Intra Agency Document

Exemption 7 ✓ (A) Interference with Enforcement Proceedings Pre-decisional
___ (B) Right to Fair Trial enforcement confidential
___ (C) Unwanted Invasion of Personal Privacy

ecificPrivilege: Pre-Decisional

From: Toney, Anthony
Sent: Wednesday, May 6, 2015 5:03 PM
To: Scofield, Steven; McIlvaine, Pamela
Subject: FW: The Saints Apartments Site is a mockery of injustice and contamination in our community

---

From: Toney, Anthony
Sent: Wednesday, May 06, 2015 2:11 PM
To: 'ruth n'; Kemker, Carol; Whiting, Paula; Zapata, Cesar
Subject: RE: The Saints Apartments Site is a mockery of injustice and contamination in our community

Releasable

Mrs. Nelson,

Thanks for the updated information on the activities at the former Saint Apartments site. It is my understanding that Carol Kemker spoke with you on yesterday, Tuesday, May 5th. I am not in the office this week. Therefore, without speaking to Carol, I assume your conversation involved these issues.

As such, a call from me would not add any additional information.

I remind you, however, as we have stated in the past we are still in the process of an active enforcement matter and cannot discuss any specific aspect of the action.

Tony Toney

From: ruth n [mailto:mastershands@gmail.com]
Sent: Tuesday, April 28, 2015 10:32 PM
To: Kemker, Carol; Whiting, Paula; Toney, Anthony; Zapata, Cesar
Subject: The Saints Apartments Site is a mockery of injustice and contamination in our community

Releasable

Dear Ms. Kemker, Ms. Whiting and Mr. Toney and Mr. Zapata:

I cannot believe that I am still writing about the Saints Apartments site, while the apartments have been removed long ago and the community has not seen any indication of enforcement, the DDRA (culprits), continue to contaminate our community by mismanagement of this site.

First of all, I have filed another complaint with ADEM regarding this site, claiming to be a park, which is a contaminate playground in the black community.

I am attaching the new complaint number and asking you all to explain to me where we are with this. What is the final determination? It has been over two years since the illegal removal of asbestos was filmed by a local television station. There has been an attempt by the leaders in the community to make this go away without taking the proper steps to admit to the contamination and clean up. Instead, they claimed to make a contaminated playground for black children.

Please see the pictures attached. There are truck tire prints throughout this place, people are walking through it and dirt is being allowed to flow into the road and enter the sewer system.

This is supposed to be a park, but it is only an avenue to further spread contamination into our community. Look at these pictures of this site: The City has refused to enforce the law against this group which is funded by the city and other public, state and federal funds. This is a clear violation of our environmental justice rights.

Please update me as to where we are with this. This is on a busy street where people walk through this contaminated soil everyday. The site is not even managed and is being carried home as well as disturbed by 4-wheeling fun seekers. This is about as bad as the black children being shot down in the street. I have been complaining for over two years and I expect some criminal punishment as well as severe fines.

I asked ADEM to make thie a brownfield so I coudl buy it and clean it up long ago. When can we expect closure and punishemnt?

7J-004KA5T03

Sawyer, Bonnie

From: Sawyer, Bonnie
Sent: Friday, March 06, 2015 2:42 PM
To: Rubini, Suzanne
Subject: Fw: Site of Saints Apartments set to become contaminated playground for black children: Ref: 507 N. Foster Street And 103 W. Powell Streets, Dothan, AL

Attorney - Work Produ
Deliberative

Information Redacted pursuant to
5 U.S.C. Section 552 (b)(5), Exemption 5,
Privileged Inter/Intra Agency Document
Specific Privilege: ~~Attorney~~ - Work Product Privilege

From: ruth n [mailto:mastershands@gmail.com]
Sent: Wednesday, March 04, 2015 6:58 PM
To: Toney, Anthony; Kemker, Carol; raymond.smith2@ic.fbi.gov
Cc: Batiste, Veronica A
Subject: Site of Saints Apartments set to become contaminated playground for black children: Ref: 507 N. Foster Street And 103 W. Powell Streets, Dothan, AL

Releasable

Dear Mr. Toney:

Today, the Dothan Downtown Redevelopment Authority (DDRA), with whom you are currently working to bring into compliance, had a groundbreaking ceremony to create a park in the spot where the Saints Apartments stood although it has never had official toxic removal procedures and clearance for contamination. They are saying that they are dedicating a park to a black judge's mother.

This site has not ever been cleared from the earlier removal of toxic substances in 2013. We want the EPA to stop any development on this site until there is full compliance by the DDRA and equitable development practices (0r any compliance allowed under the law). They have involved a group calling themselves the Racial Relations Committee or something similar in order to appease the black community. Many of these members are close friends/associates of the Mayor or city employees whose welfare could be affected. I asked for an inviation to this group's meetings and was promised an invitation, but never received it from the man who started it and who I served on a job task committee with, in the recent past years. .

This is radically racially biased action and a slander to me because it shows how unjust development actually is in our town. They want us to forego economic deverlopment in order to create more spaces for more children to play in contaminated environments and make memorials of black figures while our communities continue to suffer from lack of jobs and training opportunities. Our communities have always been allowed to be continually exposed to environmental contaminants and denied equal economic development opportunities. We are clearly discriminated against, our communities are clearly contaminated and there is a consensus among some blacks and whites that this is OK. As a black woman, I am very aware of blacks who also perpetrate racial discrimination against black communities.

Please act quickly. This is a clear affront to the situation which the DDRA is involved in with the EPA. This is the same as the Jewish Prime Minister coming to the White House without the approval of the President. They are ignoring the fact that a pending case is open on this property and they have not provided any documents to be available to the public about any clearance of this property. It is stark defiance of the ongoing situation with your organization, while they move forward to try to redevelop a contaminated site that has never produced legal documentation. This is clearly only being developed as a contaminated playground for African American children.

Note that they did put some new dirt on the old site and this should be noted for any testing that may be required. They have never cleaned the site from contaminated dirt and in the removal there was continued contamination of our community by allowing this to flow in the air and througout the community to the dump which is in our community and still had no documentation to receive this debris.

Please act quickly.

Ruth Page-Nelson
334-685-0420

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

SEP 10 2015

UNITED PARCEL SERVICE

Mr. Adam Sowatzka
King and Spalding, LLP
1180 Peachtree Street, NE
Atlanta, Georgia 30309

Re: Dothan Downtown Redevelopment Authority
Proposed Consent Agreement and Final Order
Docket No. CAA-04-2015-1515(b)

Dear Mr. Sowatzka:

Enclosed is the proposed Consent Agreement and Final Order (CAFO) resulting from settlement discussions to resolve alleged violations of Section 112 of the Clean Air Act (CAA), 42 U.S.C. § 7412, and the regulations promulgated at 40 C.F.R. Part 61, Subpart M, the "National Emission Standard for Asbestos," by the referenced party. Please have your client sign the CAFO within seven calendar days, and return it to the United States Environmental Protection Agency's Case Development Officer (CDO) in this matter, Ms. Pamela McIlvaine, at the above address. If you have any questions or concerns, please contact the CDO at (404) 562-9197.

Upon our receipt, your original signed and dated CAFO will be signed, approved and filed by the U. S. Environmental Protection Agency Region 4, and a final filed copy will be sent to you. **Please do not submit any penalty payment(s) prior to receiving the copy of the final CAFO**. Thank you for your cooperation in reaching resolution of this matter.

Sincerely,

for Anthony G. Toney
Chief
Chemical Safety and Enforcement Branch

Enclosure

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA, GEORGIA

In the Matter of:	)	
	)	
Dothan Downtown Redevelopment Authority	)	Docket No. CAA-04-2015-1515(b)
	)	
	)	
Respondent.	)	
	)	

CONSENT AGREEMENT AND FINAL ORDER

I. Nature of the Action

1. This is a civil penalty proceeding pursuant to Section 113(d) of the Clean Air Act (CAA), 42 U.S.C. § 7413(d), and pursuant to the Consolidated Rules of Practice Governing Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules), 40 C.F.R. Part 22. Complainant is the Director of the Air, Pesticides and Toxics Management Division, U.S. Environmental Protection Agency, Region 4. Respondent is Dothan Downtown Redevelopment Authority ("Respondent"). The authority to take action under Section 113(d) of the CAA, 42 U.S.C. § 7413(d), is vested in the Administrator of the EPA. The Administrator of the EPA has delegated this authority under the CAA to the Regional Administrators by EPA Delegation 7-6-A, last updated on August 4, 1994. The Regional Administrator, Region 4, has redelegated this authority to the Director of the Air, Pesticides and Toxics Management Division, by EPA Region 4 Delegation 7-6-A. Pursuant to the aforementioned Delegations, the Director of the Air, Pesticides and Toxics Management

Division has the authority to commence an enforcement action as the Complainant in this matter ("EPA" or "Complainant").

2. Complainant and Respondent have conferred for the purpose of settlement pursuant to 40 C.F.R. § 22.18 and desire to resolve this matter and settle the allegations described herein without a formal hearing. Therefore, without the taking of any evidence or testimony, the making of any argument, or the adjudication of any issue in this matter, and in accordance with 40 C.F.R. § 22.13(b), this Consent Agreement and Final Order (CAFO) will simultaneously commence and conclude this matter.

II. Preliminary Statements

3. Pursuant to Section 112(*l*) of the CAA, the EPA delegated the Administrator's authorities and responsibilities to implement and enforce emission standards and prevention requirements for asbestos under Section 112 of the CAA, 42 U.S.C. § 7412, to the State of Alabama. The State has incorporated and adopted the EPA's rules for asbestos located at 40 C.F.R. Part 61, Subpart M, promulgated pursuant to Section 112 of the CAA, by reference. As indicated in Section 112(*l*)(7) of the CAA, nothing in Section 112(*l*) of the CAA shall prohibit the Administrator from enforcing any applicable emission standard or requirement under Section 112 of the CAA.

4. Asbestos is a "hazardous air pollutant" as that term is defined in Section 112(a) of the CAA, 42 U.S.C. § 7412(a), and is the subject of regulations codified at 40 C.F.R. Part 61, Subpart M, "National Emission Standard for Asbestos," promulgated pursuant to Section 112 of the CAA, 42 U.S.C. § 7412.

5. A "person" is defined in Section 302 of the CAA, 42 U.S.C. § 7602 as an individual, corporation, partnership, association, state, municipality, political subdivision of a state

and any agency, department or instrumentality of the United States and any officer, agent or employee thereof.

6. A "facility" is defined in 40 C.F.R. § 61.141, in part, as any institutional, commercial, public, industrial or residential structure, installation or building (including any structure, installation or building containing condominiums or individual dwelling units operated as a residential cooperative, but excluding residential buildings having four or fewer dwelling units).

7. "Demolition" is defined in 40 C.F.R. § 61.141 as the wrecking or taking out of any load supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

8. "Renovation" is defined in 40 C.F.R. § 61.141 as altering a facility or one or more facility components in any way, including the stripping or removal of regulated asbestos containing material from a facility component.

9. An "owner or operator of a demolition or renovation activity" is defined in 40 C.F.R. § 61.141 as any person who owns, leases, operates, controls or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls or supervises the demolition or renovation operation or both.

10. An "installation" is defined in 40 C.F.R. § 61.141 as any building or structure or any group of buildings or structures at a single demolition or renovation site that are under the control of the same owner or operator (or owner or operator under common control).

11. Since the EPA has delegated the Administrator's authorities and responsibilities for asbestos under Section 112 of the CAA to the State of Alabama, owners or operators of demolition or renovation activity occurring in the State must notify the Alabama

Department of Environmental Management, Lead-based Paint and Asbestos Program ("ADEM") of any such activity pursuant to 40 C.F.R. § 61.145(b).

12. Any person who violates Section 112 of the CAA may be assessed a penalty of up to $25,000 for each such violation, in accordance with Section 113(d) of the CAA, 42 U.S.C. § 7413(d). The Debt Collection Improvement Act of 1996 requires the EPA to review and adjust penalties, as necessary, for inflation at least once every four years. Pursuant to the Adjustment of Civil Monetary Penalties for Inflation Rule, 40 C.F.R. Part 19, the current revised maximum penalty for each violation occurring after January 12, 2009, is $37,500. Each day a violation continues may constitute a separate violation.

III. Specific Allegations

13. Respondent is a "person" as defined in Section 302 of the CAA, 42 U.S.C. § 7602.

14. Respondent was the owner of an apartment complex formerly known as the Saints Apartments consisting of two, multi-family residential buildings located at 507 North Foster Street and 103 Powell Street in Dothan, Alabama (the Facility),

15. The EPA alleges that "Renovation" occurred on or about April 9, 2013, at the Facility at 507 North Foster Street.

16. The EPA alleges that "Demolition" occurred on or about July 21, 2014, but less than 10 working days after July 17, 2014, at the Facility at 103 West Powell Street.

17. At the time of renovation, the Facility was an apartment complex consisting of two, multi-family residential buildings (507 North Foster Street and 103 Powell Street). At the time of demolition, the portion of the facility located at 507 North Foster Street had been destroyed in a fire; therefore, the Facility was a multi-family residential building located

at 103 West Powell Street. Therefore, the Facility met the definition of a "facility" by being a residential installation and a multi-family residential building, respectively.

18. Respondent owned the Facility at the time of demolition and renovation. Therefore, the EPA alleges that Respondent is an "owner or operator of a renovation or demolition activity."

19. The EPA investigated Respondent's compliance with the National Emission Standard for Asbestos through inspections and information requests conducted at or from the Facility, the Dothan Downtown Redevelopment Authority (DDRA) offices, Alabama Environmental, Inc., the City of Dothan Landfill and the Black Warrior Solid Waste Landfill.

20. Respondent agreed to complete an assessment of the site of the former Facility to determine the presence of any asbestos in the soil at the site. Respondent completed the required assessment and submitted the results to the EPA on or about July 24, 2015.

21. The EPA alleges that Respondent did not provide written notice of intention to demolish the Facility postmarked at least ten (10) working days prior to demolition. Respondent provided a notification dated July 17, 2014, for a demolition that occurred on or around July 21, 2014, and less than 10 working days after July 17, 2014.

22. Written notice of intention to demolish postmarked at least 10 working days prior to demolition is required by 40 C.F.R. § 61.145(b)(3)(i).

23. The EPA alleges that Respondent violated Section 112 of the CAA, 42 U.S.C. § 7412, and 40 C.F.R. § 61.145(b)(3)(i) by failing to provide written notice of intention to demolish postmarked at least 10 working days prior to demolition.

IV. Consent Agreement

24. For the purposes of this CAFO, Respondent admits the jurisdictional allegations set forth above and neither admits nor denies the factual allegations set forth above.

25. Respondent waives its right to a hearing on the allegations contained herein and its right to appeal the proposed Final Order accompanying the Consent Agreement.

26. Respondent consents to the assessment of the penalty proposed by the EPA and agrees to pay the civil penalty as set forth in this CAFO.

27. Respondent certifies that as of the date of its execution of this CAFO, it is in compliance with all relevant requirements of the National Emission Standard for Asbestos, 40 C.F.R. Part 61, Subpart M.

28. Compliance with this CAFO shall resolve liability for civil penalties associated with the allegations of violations contained herein. This CAFO shall not otherwise affect any liability of Respondent to the United States. Other than as expressed herein, neither the EPA nor Complainant waives any right to bring an enforcement action against Respondent for violation of any federal or state statute, regulation or permit; to initiate an action for imminent and substantial endangerment; or to pursue criminal enforcement.

29. Complainant and Respondent agree to settle this matter by their execution of this CAFO. The parties agree that the settlement of this matter is in the public interest and that this CAFO is consistent with the applicable requirements of the CAA.

30. Pursuant to 40 C.F.R. § 22.5(c)(4), the following individual is authorized to receive service for the EPA in this proceeding:

Pamela McIlvaine
Lead and Asbestos Section
U.S. EPA Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960
(404) 562-9197.

V. Final Order

31. Respondent is assessed a civil penalty of **FIVE HUNDRED FORTY DOLLARS ($540)** which shall be paid within thirty (30) days of the effective date of this CAFO.

32. Respondent shall remit the penalty payment by either a cashier's or certified check made payable to the "Treasurer, United States of America." **Respondent shall note on the face of the check the Respondent's name and the Docket Number associated with this CAFO**. The penalty payment shall be sent by one of the methods below.

Address for payment submittal using the United States Postal Service (USPS) (excluding USPS overnight mail):

U.S. Environmental Protection Agency
P.O. Box 979077
St. Louis, Missouri 63197-9000.

Address for payment submittal using USPS overnight mail or other delivery service (e.g., Federal Express, United Parcel Service, DHL, etc.):

U.S. Environmental Protection Agency
Government Lockbox 979077
1005 Convention Plaza
SL-MO-C2-GL
St. Louis, Missouri 63101
Contact Phone Number: (513) 487-2091

33. At the time of payment, Respondent shall send a separate copy of the check and a written statement that the payment is being made in accordance with this CAFO, to the following persons at the following addresses:

Regional Hearing Clerk
U.S. EPA Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960;

Pamela McIlvaine
Lead and Asbestos Section
U.S. EPA Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960; and

Saundi Wilson
Office of Environmental Accountability
U.S. EPA Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960.

34. For the purposes of state and federal income taxation, Respondent shall not be entitled, and agrees not to attempt, to claim a deduction for any civil penalty payment made pursuant to this CAFO. Any attempt by Respondent to deduct any such payments shall constitute a violation of this CAFO.

35. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, the EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a delinquent claim. In accordance with 40 C.F.R. § 13.11(a), interest on any civil penalty assessed in a CAFO begins to accrue on the date that a copy of the CAFO is mailed or hand-delivered to the Respondent. However, the EPA will not seek to recover interest on any amount of such civil penalty that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a). A charge will also be assessed to cover the administrative costs, both direct and indirect, of overdue debts. In addition, a late payment penalty charge shall be applied on any principal amount not paid within 90 days of the due date.

36. Complainant and Respondent shall bear their own costs and attorney fees in this matter.

37. This CAFO shall be binding upon Respondent and its successors and assigns.

38. Each undersigned representative of the parties to this CAFO certifies that he or she is fully authorized by the party represented to enter into this CAFO and hereby legally binds that party to this CAFO.

THIS SECTION INTENTIONALLY LEFT BLANK

VI. Effective Date

39. The effective date of this CAFO shall be the date on which the CAFO is filed with the Regional Hearing Clerk.

AGREED AND CONSENTED TO:

Respondent: Dothan Downtown Redevelopment Authority
Docket No.: CAA-04-2015-1515(b)

By: _____ Date: _____

Name: _____

Title: _____

Complainant: U.S. Environmental Protection Agency

By: _____ Date: _____

Beverly H. Banister, Director
Air, Pesticides and Toxics
Management Division

APPROVED AND SO ORDERED this _____ day of _____, _____.

By: _____

Tanya Floyd
Regional Judicial Officer

Enclosure – Enforcement Sensitive – Withheld – Exemption 7(A)