

STATE OF ALABAMA
IN THE CIRCUIT COURT OF CALHOUN COUNTY
SABRINA ABERNATHY, et al.,
Plaintiffs, CIVIL ACTION NUMBER
versus CV-96-269
MONSANTO COMPANY, et al., (Consolidated)
Defendants.

DEPOSITION OF MIKE FORESMAN

The deposition of MIKE FORESMAN was taken before Deborah Salers Garrett, Certified Shorthand Reporter, Registered Professional Reporter, as Commissioner, commencing at 1:18 p.m. on March 4, 1999, by the Plaintiffs, at the law offices of Merrill, Porch, Dillon & Fite, Suite 500, 1000 Quintard Avenue, Anniston, Alabama, pursuant to the stipulations set forth herein.

Regional Reporting Service, Inc.
Gadsden, Alabama 35901-0755

APPEARANCES

For the Plaintiffs:

ELLEN B. MALOW, Esq.
KASONI, MALOW, BENSON, TORRES & FRIEDMAN
Suite 2000, 700 Louisiana Street
Houston, Texas 77002

For the Defendants:

WILLIAM G. COX, Esq.
BANKS, COX, SMITH & WHITE, LLC
106 North 20th Street
Birmingham, Alabama 35203

Videographer:

STEPHEN R. EDMONDSON & CLVS
Birmingham, Alabama

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REGIONAL REPORTING SERVICE, INC.

EXHIBITS

Plaintiffs'	Marked	Offered
One	5	
Two	5	
Three	14	
Four	62	
Five	68	
Six	88	
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No other exhibits were marked for
exhibits hereto.

REGIONAL REPORTING SERVICE, INC.

STIPULATIONS

IT IS STIPULATED AND AGREED by the parties, through their respective counsel, that the deposition of MIKE FORESMAN, may be taken before Deborah Salers Garrett, CSR, RPR, as Commissioner and Notary Public, Alabama at Large, at Birmingham, Alabama, on March 4, 1999, at 1:18 p.m.

IT IS STIPULATED AND AGREED that it shall not be necessary for any objections to be made by counsel to any questions except as to form or leading questions and that counsel may make objections and assign grounds at the time of trial or at the time said deposition is offered in evidence or prior thereto.

IT IS STIPULATED AND AGREED that notice of filing by the Commissioner is waived.

REGIONAL REPORTING SERVICE, INC.

STATE OF ALABAMA, ANNISTON, MARCH 4, 1999

(Plaintiffs' Exhibits Numbers One and Two were marked for identification.)

VIDEOGRAPHER: We are on the record. This is the videographic and stenographic deposition of Mike Foresman. Today is Thursday, March the 4th, 1999. The time is approximately one eighteen p.m.

This deposition is being taken in the case of Sabrina Abernathy, et al., plaintiffs, versus Monsanto Company, et al., defendants, said case set in the Circuit Court of Calhoun County, Alabama, case number CV-96-269.

We are at the offices

REGIONAL REPORTING SERVICE, INC.

of Merrill, Porch, Dillon and Fite, 500 SouthTrust Bank Building, Anniston, Alabama.

I'm Stephen R.

Edmondson, a certified legal video specialist of the firm of Edmondson Reporting and Video, Birmingham, Alabama.

Our stenographic court reporter is Ms. Debby Garrett of the firm of Regional Reporting, Gadsden, Alabama.

Will counsel please identify themselves for the record and state their representation, please.

MS. MALOW: Ellen Malow for the plaintiffs.

MR. COX: Buddy Cox for the defendants.

VIDEOGRAPHER: Will the court reporter administer the oath, please.

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1 MIKE FORESMAN,
2 after having been first duly sworn, was
3 examined and testified as follows:

4 VIDEOGRAPHER: Usual stipulations
5 and it is agreed to
6 videotape?

7 MR. COX: It is agreed to
8 videotape. Mike, do you read
9 and sign, or do you waive
10 signature when you give
11 depositions?

12 THE WITNESS: I read and sign.

13 MR. COX: He reads and signs.

14 EXAMINATION

15 BY MS. MALOW:

16 Q. Will you tell us your name?

17 A. Michael R. Foresman, F-o-r-e-s-m-a-n.

18 Q. Mr. Foresman, my name is Ellen Malow.
19 I'm one of the attorneys representing
20 the plaintiffs in this case. Have you
21
22
23

REGIONAL REPORTING SERVICE, INC.

1 given a deposition before?

2 A. Not in this case.

3 Q. Have you given a deposition before in
4 any other case?

5 A. Yes.

6 Q. So you know the general format, correct?

7 A. Yes.

8 Q. Just to make sure that you and I, since
9 we haven't ever had a deposition on
10 opposite sides of each other,
11 understand, let me make sure I go over a
12 couple of things. You understand you
13 have just taken an oath to tell the
14 truth?

15 A. Yes.

16 Q. If at any time I ask you a question that
17 you do not understand or that is in any
18 way confusing, if you would just let me
19 know, and I will be happy to rephrase
20 it.

21 A. Okay.

22 Q. If you don't do that, I'm going to
23 assume you understood my question. Is

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1 that fair?

2 A. That's fair.

3 Q. And if at any time you need to take a
4 break, let us know and we can do that.

5 A. Okay.

6 Q. What is your present address?

7 A. Home address or work?

8 Q. Work.

9 A. St. Louis, Missouri, 10300 Olive
10 Boulevard, St. Louis, Missouri, 63167.

11 Q. And who are you employed by?

12 A. Solutia.

13 Q. How long have you been employed by
14 Solutia?

15 A. Well, Solutia is a new company. It will
16 be a year and a half. But prior to that
17 it was part of Monsanto. I have been
18 employed by Monsanto since 1970.

19 Q. When you started with Monsanto in 1970,
20 what was your position?

21 A. It was maintenance engineer.

22 Q. For which facility?

23 A. This was the Krummrich plant.

REGIONAL REPORTING SERVICE, INC.

1 Q. Is that located in Sauget?

2 A. Yes.

3 Q. Did you say maintenance -- What was that
4 title?

5 A. Maintenance engineer.

6 Q. How long did you work at Krummrich?

7 A. Ten years.

8 Q. Were you in the same role that entire
9 ten years?

10 A. No. I was in -- I had several different
11 jobs.

12 Q. What other jobs did you hold there?

13 A. I was an environmental engineer. I was
14 a production supervisor and was project
15 manager on our regional waste water
16 treatment plant.

17 Q. Where did you go after you left Sauget?

18 A. Went to corporate offices of Monsanto.

19 Q. And that is located in St. Louis?

20 A. St. Louis, correct.

21 Q. And what position did you take when you
22 moved over to corporate?

23 A. Environmental manager for the chemical

REGIONAL REPORTING SERVICE, INC.

1 intermediates division.

2 Q. Do you recall the year that was?

3 A. It was 1980.

4 Q. What is your present title?

5 A. I'm environmental safety and health team
6 leader.

7 Q. And is that over all of Monsanto?

8 A. No. It is Solutia.

9 Q. All right.

10 A. And I have -- We have six people that --
11 six managers that are team leaders as
12 part of environmental safety and health.
13 And the six of us divide up the
14 responsibilities for the environmental
15 safety and health organization of
16 Solutia.

17 Q. Excuse me. What are your areas of
18 responsibility?

19 A. I have the remediation group and then a
20 function on the council for oversight of
21 the E S and H, and then specific
22 responsibilities for capital projects
23 and such.

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1 Q. Let's back up. When you went to
2 corporate as the environmental manager,
3 how long did you stay in that position?

4 A. About nine years in different divisions.

5 Q. All right. And then what was the next
6 job you held?

7 A. Then was the director of the remediation
8 group.

9 Q. Was that with Solutia, or was it
10 initially with Monsanto?

11 A. Well, everything was with Monsanto until
12 August of '97 when Solutia was spun off
13 as a separate corporation from Monsanto.

14 Q. So from what year to -- Well, from --
15 What year did you start as director of
16 remediation group?

17 A. 1990.

18 Q. So you have been doing that now about
19 nine years?

20 A. Yes.

21 Q. I'm going to hand you what has been
22 marked as Plaintiffs' Exhibit Number
23 One. Have you seen that before?

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MR. COX: Just for the record, I don't think I have seen that one before today. I did go over with him the prior deposition notice for a deposition that was noticed Tuesday and that was rescheduled by agreement to today.

Q. We can probably shortcut this. Before the deposition started, Mr. Cox provided me with a stack of documents. Are those the documents that are responsive to the request for exhibits?

A. I haven't seen those documents.

Q. Have you reviewed any of the documents that have been provided to me by Mr. Cox?

A. No, I have not.

Q. Have you reviewed any documents in preparation for this deposition?

A. The only document I reviewed was the sale agreement, the final sale

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agreement.

Q. And by that are you referring to the deed or some other document?

A. I'm talking about the sale agreement between Monsanto Company and Alabama Power for the transfer of property.

Q. When was that agreement entered into? Do you recall the date?

A. I think December '93.

Q. Okay. Is that also known as the settlement agreement, or is that a separate document?

A. It may be. That's it, yes.

MS. MALOW: Let's go ahead and get this marked.

(Plaintiffs' Exhibit Number Three was marked for identification.)

Q. So, Mr. Foresman, what has now been marked as Plaintiffs' Exhibit Three is the only document you reviewed in preparation for your deposition; is that correct?

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A. Yes.

Q. All right. Just go back real quick with me and give me your educational background, please.

A. I have a bachelor's in mechanical engineering from the University of Missouri at Rolla.

Q. What year was that?

A. That was in January '67. I have a master's in environmental engineering from Washington University in St. Louis. That was in December '72.

Q. Where did you work before going to work for Monsanto?

A. I was in the Army.

Q. Was Monsanto your first job, then --

A. No.

Q. -- out of the Army?

A. Out of the Army, yes.

Q. Prior to going into the Army --

A. I worked for American Air Filter Company for a year and a half.

Q. So pretty much your whole work life you

REGIONAL REPORTING SERVICE, INC.

have spent working for Monsanto and now Solutia?

A. Since 1970, yes.

Q. During your career with Monsanto have you ever done any work at the Anniston facility?

A. What do you mean by "done any work"?

Q. Have you ever been actually located in Anniston?

A. No, I have not.

Q. When you were working in Sauget, Illinois, at the Krummrich plant were they manufacturing PCBs at that time?

A. Yes.

Q. What role did you have with respect to the manufacture of PCBs in Sauget?

A. None.

Q. Simply aware that they were making them or --

A. They were making them. I wasn't -- I didn't have anything to do with the manufacturing or production of PCBs.

Q. What end of the business were you in

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there?

A. Well, I was in maintenance.

Q. For which process units?

A. North area of the plant. It wasn't PCBs.

Q. What were they making over there?

A. Rubber chemicals, oil additives.

Q. What remediation projects are you presently involved in?

MR. COX: Object to the form.

A. We have a large list of sites and projects and corporations that Solutia is managing, and the group that I head manages those projects.

Q. How many projects are ongoing presently?

A. Active probably sixty, fifty or sixty.

Q. And those are all over the United States or all over the world?

A. World.

Q. What is the largest remediation project you have been involved in dollar-wise?

A. In terms of Solutia's share or Monsanto's share or --

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Q. Well, let's start with Solutia.

A. Well, we've got the Brio superfund site we are working on.

Q. Okay.

A. And we, being Solutia and Monsanto, predecessor to that, have probably expended -- Again, we are not the only PRP --

Q. That is principally responsible party?

A. Correct.

Q. Okay.

A. We have probably expended fifty million dollars at that site, the PRP group, and probably another twenty or thirty to complete that project.

Q. Where does the Anniston plant fall in terms of amount of dollars spent on a remediation project?

A. It is a significant site in terms of dollars.

Q. Is it one of the largest dollars spent on a remediation effort?

A. No.

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- 1 Q. In the top five?
 2 A. Top five, again, depends on whether you
 3 are talking strictly Solutia or other
 4 PRPs. We spent seventy million at
 5 Woburn, and we are half of that site.
 6 The Motco superfund site was completed
 7 actually prior to Solutia. So it was a
 8 Monsanto site. And that site is over a
 9 hundred million dollars.
 10 Q. So would it be in the top five or top
 11 ten?
 12 A. It could be top ten.
 13 Q. When did you specifically become
 14 involved with the remediation efforts at
 15 the Anniston facility?
 16 A. In '93.
 17 Q. What was your con -- first contact with
 18 respect to that remediation project?
 19 A. First contact was from the plant
 20 concerning the west end landfill and the
 21 discussions with Alabama Power.
 22 Q. At the time you were contacted had
 23 Alabama Power already notified the

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- 1 federal government that they had located
 2 PCBs on the land?
 3 A. At the time I was involved, yes.
 4 Q. Do you have any knowledge with respect
 5 to the initial land swap between
 6 Monsanto and Alabama Power back in 1961?
 7 A. The only knowledge I have is that the
 8 property was swapped because Alabama
 9 Power needed land for a substation and
 10 Monsanto at that time needed some land
 11 that they had for a waste water
 12 treatment plant.
 13 Q. And the land that Monsanto wanted was
 14 going to be used for their Niran
 15 facility?
 16 A. I don't know. I have no idea about
 17 that.
 18 Q. Where did you learn this information
 19 about the purposes of the land use?
 20 A. This was -- As best I can recall, it was
 21 told to me by the plant manager or the
 22 environmental contact at the plant. It
 23 was part of our discussions.

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- 1 Q. Who was the plant manager at the time?
 2 A. Bill DeFer.
 3 Q. And who was the environmental contact?
 4 A. Robert Jones.
 5 Q. So before 1993 you had no knowledge that
 6 Monsanto and Alabama Power had swapped
 7 some land back in the '60s?
 8 A. No.
 9 Q. What were you asked to do in connection
 10 with this land in 1993 when Alabama
 11 Power had discovered PCB contamination?
 12 A. Because the Alabama Power had approached
 13 the plant about the property and their
 14 desire to have Monsanto take the
 15 property back, our group became
 16 involved. The remediation group became
 17 involved with the negotiations with
 18 Alabama Power to make that swap.
 19 Q. And when you say make that swap, what
 20 was going to be swapped for what?
 21 A. Well, we were going to -- Alabama Power
 22 wanted Monsanto to take the property
 23 back.

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- 1 Q. And what was Alabama Power going to get
 2 in exchange?
 3 A. What Alabama Power wanted at that point
 4 was to turn over the responsibility for
 5 investigation and remediation if
 6 required for that property to Monsanto.
 7 Q. Back in the '60s -- I know you don't
 8 know the details of it. But it was your
 9 understanding that two companies had
 10 decided to enter into an agreement where
 11 they were going to each swap something
 12 of equal value in exchange?
 13 A. I don't know that. I just know it took
 14 place.
 15 Q. All right. And your understanding is
 16 that when Alabama Power and Monsanto got
 17 together back in the '60s Alabama Power
 18 had some land that Monsanto wanted, and
 19 Monsanto had some land that Alabama
 20 Power wanted, and they swapped it?
 21 A. That's my understanding.
 22 Q. So you had two business -- sophisticated
 23 businesses or sophisticated companies

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- 1 coming together, each exchanging
 2 something of value, right?
 3 A. You would have to assume that.
 4 Q. All right. Well, each company got
 5 something out of the deal, land?
 6 A. Right.
 7 Q. Now, when Alabama Power approached
 8 Monsanto in 1993 they simply wanted
 9 Monsanto to take back the land that was
 10 contaminated?
 11 A. That's correct.
 12 Q. And they didn't want anything in
 13 exchange even though they had given away
 14 something of value in the '60s?
 15 A. They didn't want -- No. At that point
 16 what they wanted was to give the
 17 property back to Monsanto because there
 18 was -- they perceived a liability in the
 19 requirement that it needed to be
 20 investigated and/or remediated.
 21 Q. And why was there a perceived liability?
 22 A. They had found PCBs on the property in
 23 early '93 and had notified Monsanto that

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- 1 they had found those and had notified
 2 the state, as you mentioned. And they
 3 wanted Monsanto to take the property
 4 back.
 5 Q. Was there ever anything given in
 6 exchange to Alabama Power for taking the
 7 property back from Alabama Power as far
 8 as dollars?
 9 A. On the part of Monsanto?
 10 Q. Correct.
 11 A. No. As you can see Exhibit Three, the
 12 settlement agreement, this is it.
 13 Q. And in Exhibit Three, who paid money?
 14 A. Alabama power paid money to Monsanto as
 15 part of the transfer.
 16 Q. Okay. Do you have any knowledge as to
 17 whether or not Alabama Power Company had
 18 been told that this piece of land had
 19 been used as a dump back in the early
 20 days to dump PCBs?
 21 A. It is my understanding -- and again --
 22 that the transfer that occurred in 1960
 23 included discussions of the fact that

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1 the property -- part of the property,
2 not all of it, but a portion of the
3 property was used by Monsanto for a
4 significant period of time as a landfill
5 for waste, trash.
6 Q. Well, back in the '60s there weren't
7 regulated landfills, were there?
8 A. Yes.
9 Q. There were?
10 A. Yes.
11 Q. Was the site -- It is called the west
12 end landfill, correct?
13 A. Yes.
14 Q. So we can just use that term and know
15 what it means?
16 A. That will be fine.
17 Q. So the area that is referred to as the
18 west end landfill in the early days
19 didn't have trenches, did it?
20 A. I have no idea what occurred prior to.
21 Q. What have you learned or come to learn
22 about how that landfill was set up in
23 the early days?

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1 A. The only thing I know is that piece of
2 property was used as a landfill for
3 residues from the plant site from the
4 early days of the plant site, which go
5 back to the early 1900s, up through the
6 time it was closed, which was prior to
7 1960, because it was closed prior to the
8 transfer of the property to Alabama
9 Power.
10 Q. What is your understanding of what
11 chemicals were dumped at the landfill?
12 A. Obviously they found PCB still bottoms
13 or residue from the manufacturing of
14 PCBs in the landfill. And then they
15 found -- as part of the remediation we
16 found trash, plant trash, pieces of
17 electrodes from other manufacturing
18 processes, scrap pipe, that type of
19 thing.
20 Q. Have you come to learn how much PCB
21 waste was disposed of on the west end
22 landfill?
23 A. I have no idea.

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1 Q. Would that be important to know in terms
2 of determining what remediation steps to
3 take?
4 A. Not necessarily.
5 Q. Who within Monsanto or Solutia has the
6 most knowledge about what was actually
7 disposed of and in what quantities?
8 A. I would assume somebody who was here at
9 the plant site during the time it was in
10 operation.
11 Q. As part of your efforts to work on the
12 remediation of this west end landfill,
13 did you do any investigation and talk to
14 any old-timers to figure out what the
15 history was?
16 A. No.
17 Q. Is there a reason you didn't do that?
18 A. It wasn't really needed for what we
19 needed to do to remediate the site.
20 Q. So your knowledge with respect to the
21 '61 swap is basically that you knew that
22 two pieces of land were exchanged, and
23 other than that you don't have much

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1 knowledge about that transaction?
2 No, I really don't.
3 Q. As far as the transaction that occurred
4 in 1993 -- And you say your first
5 contact would have been a call from the
6 plant, right?
7 A. Correct.
8 Q. Let's walk through from there. After
9 you get the call from the plant and you
10 find out that Alabama Power wants
11 Monsanto to take back this land that is
12 contaminated, tell me what steps you
13 then undertook.
14 A. We had -- obviously we had somebody go
15 back and dig out the deed or the
16 transfer documents that occurred in 1960
17 so we could define what physical piece
18 of property they were talking about.
19 And then we met with Alabama Power to
20 discuss, you know, what they had found
21 and what they wanted with this issue.
22 Q. What were you told that they had found?
23 A. Told that they had found solid pieces of

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1 -- looked like tar and had analyzed it
2 and found PC -- found that those
3 contained PCBs and they were -- they had
4 reported the fact they had found PCBs to
5 the state. I think it was ADEM. That
6 was essentially the extent of it.
7 Q. Okay. These solid pieces that contained
8 PCBs, what were the levels of PCBs that
9 were found in the soil?
10 A. I don't -- Up to percent quantities of
11 PCBs, high percent, meaning it was solid
12 residue.
13 Q. Was it thousands of parts per billion --
14 Excuse me. Was it thousands of parts
15 per million?
16 A. If you get into percent, yes.
17 Q. Just so we can all understand, because
18 it is not our business --
19 A. One percent is a hundred thousand --
20 excuse me -- ten thousand parts per
21 million.
22 Q. So it is some number greater than ten
23 thousand parts per million, perhaps as

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1 high as fifty thousand parts per
2 million?
3 A. I don't have the data in front of me.
4 Q. We can agree it was significantly high
5 levels?
6 MR. COX: We will agree that it
7 was up to sixty percent PCBs,
8 if that helps. That is what
9 those documents report, one
10 of them at least.
11 MS. MALOW: Okay.
12 Q. Your discussions with Alabama Power,
13 were those done in person, over the
14 phone, in writing, or all of those?
15 A. All of the above.
16 Q. We have been provided today with some of
17 those documents that show correspondence
18 back and forth where you are negotiating
19 with Alabama Power. I haven't had a
20 chance to go through those in detail. I
21 will have some more questions for you on
22 that, but let's just talk in general
23 right now.

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- 1 A. Okay.
 2 Q. You indicated the first thing was that
 3 you were going to discuss with them what
 4 they found. We talked about that. Did
 5 they -- Did Alabama Power do the testing
 6 themselves to determine what in fact was
 7 in the soil?
 8 MR. COX: Object to the form.
 9 A. I don't know --
 10 Q. I will rephrase it.
 11 A. Alabama Power had taken some samples and
 12 had them analyzed. Whether they
 13 analyzed them themselves or used an
 14 outside lab, I don't know.
 15 Q. I'm sure they used an outside lab. But
 16 anyway, Alabama Power took care of doing
 17 the initial testing to determine what it
 18 was that they had found, correct?
 19 A. Correct.
 20 Q. Did Monsanto then do any additional
 21 testing on that land?
 22 A. I think we did some, but I don't know
 23 this for a fact, after the property

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- 1 transfer.
 2 Q. Would that have been part of your
 3 remediation efforts, to retest it?
 4 A. I mean, we may have taken a couple of
 5 samples to determine the extent of the
 6 PCBs but --
 7 Q. You don't know one way or the other
 8 whether that was done?
 9 A. No, I don't.
 10 Q. That is just your recollection of it?
 11 A. I wasn't involved in the details of the
 12 remediation.
 13 Q. Who was involved in the day-to-day
 14 details of the remediation?
 15 A. Robert Jones was at the plant at that
 16 point in time, and then I think Jo
 17 Hanson was a project engineer who was
 18 working with the contractors to do some
 19 of the remediation.
 20 Q. What contractors were hired to do the
 21 remediation?
 22 A. For that piece of the property it was
 23 Westinghouse.

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- 1 Q. Let's back up. The other thing that you
 2 had mentioned as far as your dealings
 3 with the Alabama Power is that Monsanto
 4 wanted to find out what Alabama Power
 5 wanted Monsanto to do with respect to
 6 the situation?
 7 A. That's correct.
 8 Q. Tell me what Alabama Power was looking
 9 for Monsanto to do to remedy the
 10 situation?
 11 A. Well, Alabama Power, after they found
 12 the -- did the sampling and found PCBs,
 13 looked at the site and really wanted
 14 Monsanto to take over the investigation
 15 and remediation of the property. They
 16 didn't feel that they had the adequate
 17 staff or interest in doing it.
 18 Q. Wasn't it more that they didn't feel
 19 they had the responsibility to do it?
 20 MR. COX: Object to the form.
 21 A. I don't know. I guess they could claim
 22 they didn't have any responsibility
 23 but --

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- 1 Q. Did Monsanto agree they would be
 2 responsible to take over the remediation
 3 and investigation and cleanup?
 4 A. Well, that is what -- The settlement
 5 agreement describes our responsibilities
 6 for the taking back of the property.
 7 Q. Did Monsanto ever take the position with
 8 Alabama Power that the PCBs were not
 9 Monsanto's?
 10 A. No.
 11 Q. What role did you then play after you
 12 learned what it was that Alabama Power
 13 was seeking Monsanto to do with respect
 14 to this PCB contaminated area?
 15 A. I had discussions with my counterpart of
 16 Alabama Power to decide what physically
 17 was involved with the transfer and the
 18 restrictions that would be necessary or
 19 at least the discussions necessary to
 20 negotiate to come up with a transfer
 21 that would satisfy Alabama Power's needs
 22 to continue to use the property and
 23 Monsanto's needs to have access to the

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- 1 property in order to do the remediation.
 2 Q. So Alabama Power got to keep the use of
 3 the land, correct?
 4 A. That's correct.
 5 Q. And in exchange for that Monsanto agreed
 6 that they would have access to the
 7 land -- Strike that.
 8 In exchange Monsanto is given
 9 access to the land, and Monsanto was
 10 going to be in charge of remediation of
 11 the land?
 12 A. Monsanto obtained title to the property.
 13 Q. But allowed Alabama to continue use of
 14 the property?
 15 A. Correct.
 16 Q. All right. Did you have any direct
 17 dealings with anybody at ADEM regarding
 18 this land swap in '93?
 19 A. No, I did not.
 20 Q. How about indirect dealings with anyone
 21 at ADEM?
 22 A. I didn't, no.
 23 Q. Your role was specifically limited to

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- 1 dealing with Alabama Power and no other
 2 entity; is that accurate? Or were there
 3 other entities you dealt with on this
 4 swap in '93?
 5 A. My role in the issue with the west end
 6 landfill was negotiating for transfer of
 7 the property back to Monsanto.
 8 Q. Have you ever had dealings with ADEM
 9 with respect to this Anniston plant?
 10 A. Yes.
 11 Q. What dealings have you had with respect
 12 to ADEM?
 13 A. I was involved in negotiating a consent
 14 decree with ADEM in '96, I guess -- I'm
 15 not sure of the exact date -- to
 16 describe the investigation activities we
 17 would complete around the plant site.
 18 Q. When was your first contact with ADEM
 19 with respect to that consent decree?
 20 A. I don't remember.
 21 Q. Would it have been '93, '94, '95?
 22 A. I don't -- I know it wasn't in the time
 23 frame of the '93, so it would have to be

REGIONAL REPORTING SERVICE, INC.

- 1 after '93.
 2 Q. So all we can do is narrow it down to
 3 sometime between '93 and '96?
 4 A. Unless you can find a document
 5 somewhere. It has been a while.
 6 Q. Who is your counterpart at Alabama Power
 7 you were negotiating with?
 8 A. Ronnie Smith.
 9 Q. All right. Let's talk about this west
 10 end landfill. The levels that were
 11 found, given the fact they were
 12 percentages of PCBs, would the normal
 13 course of action that Alabama Power
 14 would have had to take have been -- had
 15 the -- Strike that. Let's start over.
 16 Given the fact that there were
 17 percentages of PCBs found on Alabama
 18 Power's land, if they had kept that
 19 land, what would they have been required
 20 to do to remediate that problem?
 21 A. I don't know. That is speculative.
 22 Q. Are you familiar with the regulations of
 23 the State of Alabama and the federal

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- 1 government with respect to remediation,
 2 since that is what you do?
 3 A. Yes.
 4 Q. Are you telling me that you don't know
 5 what their responsibilities would be if
 6 they found levels of over fifty parts
 7 per million on their property?
 8 A. I'm saying I can't speculate as to what
 9 the agency would require.
 10 Q. All right. Isn't it correct that if you
 11 have levels of over fifty parts per
 12 million on an abandoned site that you
 13 are required to send that waste to a
 14 hazardous waste site?
 15 A. No.
 16 Q. What are you required to do?
 17 A. Again, it depends on negotiations with
 18 the agency involved.
 19 Q. Why do you say you would not be required
 20 to send it to a hazardous waste site?
 21 A. Because that is not a requirement under
 22 the regulations.
 23 Q. What would some of the requirements be?

REGIONAL REPORTING SERVICE, INC.

- 1 If that is not a requirement, what is
 2 the requirement?
 3 A. Well, it depends on whether you generate
 4 a waste or not.
 5 Q. What if you do not? What if you have
 6 purchased land and you have never run a
 7 landfill on that site and you have an
 8 abandoned landfill? What are your
 9 responsibilities?
 10 A. Again, it would be whatever would be
 11 appropriate to negotiate with the agency
 12 based on your investigation of the
 13 property. There could be very many
 14 different remedies that you could
 15 choose.
 16 Q. Give me some examples.
 17 A. Containment would be an appropriate
 18 remedy. It may be appropriate. Again,
 19 it is hypothetical, so you would have to
 20 do an investigation to determine what
 21 would be an appropriate remedy for that
 22 particular piece of property.
 23 Q. Are you saying you cannot envision a

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- 1 scenario where you would be required to
 2 have that waste sent to a hazardous
 3 waste site?
 4 A. No, I'm not saying that.
 5 Q. Okay. Under what scenario would that
 6 occur? It is one of the options?
 7 A. It is one of the options. It could be.
 8 Q. Okay.
 9 A. But it is not a requirement.
 10 Q. So when you say it is not a requirement,
 11 you are simply saying it is up to the
 12 party -- in this case if Alabama Power
 13 had not given it back to you guys -- and
 14 the regulators to negotiate that?
 15 A. I'm saying the regulations define what
 16 the requirements are, and you have to
 17 work within those regulations. And one
 18 of the remedies that could have been
 19 used, again, hypothetically, could be
 20 containment. It may be appropriate in
 21 an area to remove the material. If you
 22 remove the material and you generate a
 23 waste and it is over fifty, you have to

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- 1 haul it off.
 2 Q. And if you haul it off, it has to go to
 3 a hazardous waste site?
 4 A. It has to go to a facility that is
 5 regulated to accept PCBs that are over
 6 fifty parts per million.
 7 Q. Such as Emelle?
 8 A. Emelle is one, yes.
 9 Q. Wasn't there PCB contaminated soil that
 10 was sent to Emelle by Monsanto on this
 11 western landfill?
 12 A. Yes.
 13 Q. When was that done?
 14 A. That was done as part of the remediation
 15 in, what, '94, '5?
 16 Q. After Monsanto acquired the property
 17 back from Alabama Power?
 18 A. Correct.
 19 Q. Was that your decision, to send that
 20 waste to Emelle?
 21 A. Yes.
 22 Q. And why did you decide to do that?
 23 A. We had restrictions on height. We had

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- 1 height restrictions on the landfill that
 2 required us to excavate materials from
 3 the landfill in order to place the cap
 4 on it. And because of the height
 5 restrictions, we couldn't place the cap
 6 on the existing fill.
 7 Q. So you got rid of some of the soil?
 8 A. Yeah. And the problem is we had a high
 9 power line that runs right through the
 10 middle of this area. And there are code
 11 restrictions, electrical code
 12 restrictions, that require clearance
 13 between the ground level and the high
 14 tension lines. And because of those
 15 restrictions, we were not able to put
 16 our cap on top of the existing level of
 17 fill. So we had to remove a foot of
 18 dirt or several feet -- I'm not sure of
 19 the exact amount -- in certain areas
 20 under the high power lines in order to
 21 allow us to put the cap in place and
 22 still maintain those restrictions. And
 23 once you dug the waste up and it was

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1 over fifty, you are required to manage
2 it that way, or we chose to manage it
3 that way.
4 Q. Well, which is it, required or chose?
5 A. It depends on what you find and the
6 regulations that apply to the particular
7 application.
8 Q. Okay. Let's go back to the other
9 scenario where you are not Monsanto and
10 you don't have an existing RCRA permit
11 and you find levels over fifty parts per
12 million on your land and it is just an
13 abandoned site. What are the
14 requirements that you do with that?
15 A. Again, it would be what you negotiate
16 with the agency. The requirement
17 doesn't say if you find something over
18 an amount that you have to excavate and
19 haul it to a landfill. You could use
20 containment if it was appropriate.
21 Q. Would Alabama Power, had they not been
22 able to get Monsanto to take the land
23 back, been governed under CERCLA?

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1 MR. COX: Object to form.
2 Q. Are you familiar with what CERCLA is?
3 A. Yes.
4 Q. What is it?
5 A. It is superfund regulations.
6 Q. Federal government steps in as opposed
7 to the state?
8 A. It could be state CERCLA, could be
9 federal CERCLA.
10 Q. Okay. How about RCRA, is that federal,
11 state?
12 A. Both, depends on where.
13 Q. Concurrent jurisdiction?
14 A. Depends on who has authority.
15 Q. What is your understanding as to whether
16 Alabama Power would be allowed to
17 operate the site that they had obtained
18 from you guys in the '60s had they kept
19 it given the fact they were not under an
20 existing RCRA permit? Would they have
21 been governed by the feds?
22 A. I don't know. It would have been up to
23 them to decide what form they would have

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1 wanted to do the investigation and
2 remediation under. I assume they would
3 have had a choice, something they would
4 have chosen which would be appropriate
5 for their particular site.
6 Q. Do the feds have any say in it?
7 A. Feds always have a say if they want to.
8 Q. What was the most financially
9 advantageous position for you guys to
10 have with respect to that land, to keep
11 it under your existing RCRA permit?
12 A. Well, Alabama Power had an issue with
13 the property and the fact that there was
14 a landfill on it that had been operated
15 by Monsanto. It was to our benefit to
16 work with Alabama Power. We had been a
17 partner with them since prior to
18 Monsanto acquiring the plant.
19 Q. Back when it was Swann?
20 A. Swann Chemical and prior. And they are
21 a good partner, and so we tried to do
22 what we felt was best for the situation.
23 And therefore we negotiated to take the

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1 property back and manage the
2 remediation.
3 Q. Was there an existing RCRA permit that
4 was modified to then include the
5 property that you took back from Alabama
6 Power?
7 A. The plant had and has a RCRA permit
8 because of the waste handling practices
9 we have. The plant is required to have
10 a permit. Once the property was taken
11 back and became again a part of the
12 Monsanto facility, then that property
13 and the remediation of it was
14 incorporated into the existing RCRA
15 permit. And then the investigation and
16 subsequent remediation was handled under
17 the RCRA regulations.
18 Q. But was there any need to actually
19 modify the permit, or did it
20 automatically fall within the existing
21 permit simply because it was now
22 Monsanto property?
23 A. Well, the permit was modified because

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1 you had a new piece of property. So the
2 state was notified that that property
3 was now a part of Monsanto. And since
4 it was contiguous property, by
5 definition it became part of the plant
6 site.
7 Q. Was there any effort by EPA or ATSDR to
8 make this a CERCLA site at any time?
9 MR. COX: The west end landfill
10 specifically or the entire
11 project?
12 MS. MALOW: Let's start with the
13 west end landfill.
14 A. I don't know if there was an effort on
15 their part to do that.
16 Q. Were you present at any meetings that
17 were held where there were
18 representatives of the EPA or ATSDR?
19 A. I was at one meeting at a motel in
20 Anniston -- I can't remember the name of
21 it -- where EPA, ATSDR, and ADEM came to
22 discuss the Anniston plant site.
23 Q. What was the purpose of that meeting?

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1 A. Again, it was to discuss really what
2 ADEM was doing, what discussions ADEM
3 would have or had with Monsanto, and
4 what their plan was for managing the
5 work at the facility.
6 Q. We are talking about the remediation on
7 the west end landfill or --
8 A. This was after that.
9 MR. COX: Wait. Let her finish
10 her questions, Mike.
11 A. The meeting, as I understand it, was for
12 the investigation that was to take place
13 on the plant site and off the plant
14 site.
15 Q. So it was not limited to the west end
16 landfill?
17 A. No. I don't know -- No, it was not.
18 Q. What investigation are we talking about?
19 A. The work that was done under the consent
20 decree that was signed in '96, was it?
21 Q. Yes. And what was your role at this
22 meeting in Anniston?
23 A. I was there just to hear what the

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1 federal EPA and ATSDR -- what their
2 concerns were and what their plans were
3 for involvement with this project.
4 Q. Do you remember what year that was?
5 A. I would assume it was prior to the
6 consent decree in '96, but I don't know.
7 Q. Who else from Monsanto was present at
8 that meeting?
9 A. That's a good question. I don't --
10 Q. You don't remember?
11 A. I assume that probably Mr. Jones and the
12 plant manager at that time. And I don't
13 know if that was Bill DeFer or not that
14 was involved. But I don't know. I
15 can't remember who else.
16 Q. What was your understanding at that time
17 at this meeting held in Anniston as to
18 who was calling the shots? Was it ADEM
19 or EPA?
20 A. I think the discussion was not who was
21 calling the shots, but the discussion
22 was what was going to be done, because
23 we had been working with ADEM. And the

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1 federal EPA and ATSDR had come over to
2 look at the situation, and they were
3 trying to get comfortable and understand
4 what ADEM had asked us to do at that
5 site.
6 Q. EPA was trying to get comfortable?
7 A. Well, they were trying to understand
8 what was being done at the site and how
9 it would be managed from a regulatory
10 point of view.
11 Q. Was there any time prior to the entry of
12 the consent order where EPA wanted to
13 take over the management of this
14 remediation?
15 A. I think there had been discussions that
16 if Alabama Power wanted them to, EPA
17 could do that.
18 MR. COX: I think you are mixing
19 and matching. I think her
20 question was the broader
21 meeting on the investigation
22 around the plant site. I
23 think you are answering her

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1 based on the west end
2 landfill. I just want to
3 make sure y'all --
4 Q. I will go back and rephrase it and make
5 sure we are talking about the same
6 thing. My understanding is you attended
7 a meeting at a hotel in 1996.
8 A. I don't know if it was '96, but
9 sometime.
10 Q. Okay. Sometime prior to entering into
11 the consent decree you attended a
12 meeting where there were representatives
13 from ADEM, ATSDR, EPA, right?
14 A. Correct.
15 Q. And during that time frame before the
16 consent decree was actually entered, was
17 there ever a time where EPA was looking
18 to manage the remediation as opposed to
19 ADEM?
20 A. I don't know if they were looking --
21 whether they were specifically looking
22 to manage it. I think that they told
23 ADEM that they could manage it if that

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1 is what ADEM wanted. And the discussion
2 in the meeting essentially was to go
3 through a discussion of what roles were
4 being played by what agency and how it
5 would be managed going forward.
6 Q. When you answered my question earlier
7 you referenced something about Alabama
8 Power. Let me just now go back and ask
9 you with respect to Alabama Power and
10 the land that you guys took back from
11 them, was there ever any discussions by
12 EPA that they wanted to manage the
13 remediation of that west end landfill?
14 A. That I don't know.
15 Q. You had said something earlier about
16 Alabama Power, if they wanted, could
17 have EPA involved. Did I misunderstand
18 that?
19 A. No. I think the question -- Could you
20 go back?
21 Q. It might be kind of hard to go back.
22 A. I don't want to answer it differently.
23 I'm saying you asked a question about

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1 Alabama Power or under what regulations
2 or such they could do it. My response
3 was it was their call.
4 Q. Meaning they would work with the
5 regulators to negotiate how it was going
6 to be handled?
7 A. Alabama Power could -- It is a
8 hypothesis. I mean, I don't know. They
9 could have decided and tried to work
10 with the state or the feds. It was
11 their call.
12 Q. But as we are sitting here now, you
13 don't have any information that EPA at
14 any time had talked with Alabama Power
15 about regulating that west end landfill?
16 A. I don't know whether they did or didn't.
17 Q. Okay. Fair enough. All right. Let's
18 go back to this meeting and what led up
19 to this consent decree. After this
20 meeting where there were representatives
21 of ATSDR and EPA present, was there an
22 understanding reached that ADEM was
23 going to continue to manage the

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1 remediation?
2 A. That's my understanding, yes.
3 Q. Had ADEM pretty much been the entity
4 that was in charge of overseeing
5 Monsanto over the years?
6 A. Well, ADEM has -- had authority to
7 manage the RCRA corrective action
8 program delegated by the federal EPA to
9 ADEM to manage that program. And we had
10 -- therefore, in working with the
11 regulatory agency on the RCRA program,
12 we worked with ADEM.
13 Q. All right. Let me back up with you.
14 When Alabama Power discovered they had
15 percentages of PCB on this land that
16 they had acquired from Monsanto, when
17 you were having discussions with them,
18 what did they estimate the risk was to
19 them in terms of liability for cleanup
20 and remediation? I'm talking dollars
21 now.
22 MR. COX: The risk to Alabama
23 Power Company?

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1 MS. MALOW: Yes.
 2 Q. Had they retained the land --
 3 A. I don't --
 4 Q. Had they ever said to you, "We perceive
 5 this to be a real big liability, and we
 6 want to get rid of it, and we think you
 7 need to take it over, and we think that
 8 liability would cost us X amount?"
 9 A. We didn't have any discussion on dollars
 10 for remediation.
 11 Q. What risks did they tell you they felt
 12 they would have if they did not give you
 13 back the property?
 14 A. They didn't. We didn't have a
 15 discussion on risk.
 16 Q. What -- I mean, did you have a
 17 discussion about liabilities or
 18 potential liabilities?
 19 A. Well, obviously Alabama Power as the
 20 owner of the property had liability
 21 because they took the original property
 22 in 1961 and managed it subsequent to
 23 that.

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1 Q. Once Alabama Power, though, discovered
 2 they had percentages of soil that had
 3 PCB in it, what liability did they face
 4 if they didn't get rid of this property?
 5 MR. COX: Object to the form.
 6 A. They owned the property, so they were
 7 subject to whatever requirements were
 8 there for them to manage that property.
 9 Q. And you being a sophisticated
 10 businessman, what would those
 11 liabilities be?
 12 MR. COX: Object to form.
 13 A. As I have said, whatever would be
 14 required to investigate and remediate.
 15 Q. Okay. How widespread was the
 16 contamination on this west end landfill?
 17 A. Our investigation, after we acquired the
 18 property, indicated that the majority of
 19 the materials of concern, at that point
 20 PCBs, were in the original landfill area
 21 and a little bit off-site of that
 22 landfill area but still on the property
 23 we took back.

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1 Q. When you say off-site, was it in any of
 2 the ditches?
 3 A. Well, there were drainage ditches that
 4 went around the toe of the landfill,
 5 materials that had come out of the
 6 landfill into that area.
 7 Q. And those drainage ditches feed into the
 8 lakes, creeks?
 9 MR. COX: Object to form.
 10 Q. Where do they feed into?
 11 A. There is a ditch that leaves the
 12 property and that drains rain water
 13 towards the north end of the plant and
 14 off-site to the north of the plant.
 15 Q. Did Monsanto when they took the property
 16 back conduct samples off-site to
 17 determine whether there were PCBs that
 18 were off-site?
 19 A. We have done an extensive off-site
 20 investigation at the Anniston plant.
 21 Q. Before you got this phone call in 1993,
 22 were you aware that any PCB contaminated
 23 soil had ever been hauled off to Emelle

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1 or Emelle -- How do you say that?
 2 MR. COX: Emelle.
 3 A. From where?
 4 Q. From Monsanto property. Were you aware
 5 at any time prior to 1993 where Monsanto
 6 sent PCB contaminated soil or material
 7 to Emelle?
 8 A. From Anniston?
 9 Q. Yes, sir.
 10 A. I don't know if we had or not. No, I
 11 don't.
 12 Q. Do you have any knowledge regarding the
 13 fact that the Attorney General's Office
 14 had investigated the Anniston site back
 15 in 1985 for contamination, PCB
 16 contamination?
 17 A. I knew there had been some
 18 investigation, yes.
 19 Q. What is your knowledge with respect to
 20 the AG's investigation in '85?
 21 A. That there had been a -- the plant had
 22 done an investigation and some
 23 remediation in the '80s.

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1 Q. What was the reason that that
 2 remediation needed to be done?
 3 A. I assume they found materials that were,
 4 based on negotiations -- I don't know --
 5 with the AG or ADEM at that time, that
 6 needed to be managed.
 7 Q. Would that have been during the time
 8 frame you were the environmental manager
 9 for chemical intermediates?
 10 A. Well, in '85 -- '85 I'm not --
 11 Q. I'm just going back to the time line you
 12 gave earlier.
 13 A. Between '80 and '90 I was environmental
 14 manager for chemical intermediates for
 15 industrial chemicals for Monsanto
 16 Chemical Company, so there were
 17 different divisional responsibilities.
 18 But I did not have the Anniston plant
 19 and wasn't responsible for that at that
 20 point in time if that is what you are
 21 getting to.
 22 Q. That is what I was getting to. I was
 23 trying to figure out whether you were

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1 dealing at all with any remediation at
 2 that time.
 3 A. Not at Anniston, no.
 4 Q. Were you dealing with remediation
 5 anywhere else at that time?
 6 A. From '83 or so we had remediation
 7 projects that I was involved with.
 8 Q. How did you come to learn that the AG
 9 had investigated Monsanto back in '85?
 10 A. This was in the last several years as
 11 chronologies of events were being
 12 developed for activities in Anniston.
 13 Q. Was it in connection with this
 14 litigation or some other --
 15 A. No. I don't think it was done in
 16 connection with this litigation, prior
 17 to that.
 18 Q. When you say with respect to activities
 19 at the Anniston plant, what are you
 20 talking about?
 21 A. I'm talking about environmental
 22 activities that took place at the
 23 Anniston plant concerning the west end

REGIONAL REPORTING SERVICE, INC.

- 1 landfill and the south landfill.
 2 Q. What activities were taking place
 3 environmentally at the Anniston plant
 4 with respect to the south end and west
 5 end landfills?
 6 A. Well, I have been involved in an
 7 oversight role in remediation since '93,
 8 and we have done a significant amount of
 9 work under our agreement with ADEM under
 10 the RCRA permits for managing the PCB
 11 issues at the plant since then.
 12 Q. Do you recall who it was that informed
 13 you about the AG investigation in '85
 14 that led to a remediation?
 15 A. No, I don't.
 16 Q. Were you aware that the AG's office was
 17 considering having the site made a
 18 CERCLA facility back in 1985?
 19 A. No. I'm not aware of that.
 20 Q. Do you know of a gentleman by the name
 21 of Henry Hudson?
 22 A. No, I do not.
 23 (Plaintiffs' Exhibit Number

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- 1 Four was marked for
 2 identification.)
 3 Q. I'm going to hand you what has been
 4 marked as Plaintiffs' Exhibit Four. And
 5 let's go off the record and give you a
 6 chance to read the document.
 7 VIDEOGRAPHER: Going off the
 8 record, 2:16 p.m.
 9 (A break was taken.)
 10 VIDEOGRAPHER: Back on the record
 11 at 2:28 p.m.
 12 Q. Mr. Foresman, we took a break so you
 13 could have a chance to read Exhibit
 14 Four. Have you done that?
 15 A. Yes.
 16 Q. Have you ever seen Exhibit Four before
 17 today?
 18 A. No, I have not.
 19 Q. In Exhibit Four does it indicate the
 20 possibility of trying to determine if
 21 the Monsanto site can be, quote, ranked
 22 out on a national priority list as a
 23 superfund site?

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- 1 A. I didn't see that in here but --
 2 Q. Maybe I can help direct you to the part
 3 I'm talking about. It is in the second
 4 paragraph where it indicates they were
 5 describing the listing procedures for
 6 the NPL.
 7 A. Second paragraph of page two?
 8 Q. Yes.
 9 A. I can't read the guy's name.
 10 Q. Wilkerson?
 11 A. Who is Wilkerson? Do you know who
 12 Wilkerson is? I don't know any of these
 13 people.
 14 Q. Wilkerson is with some entity that goes
 15 with the initials of ICS.
 16 A. Okay.
 17 Q. Do you know what ICS is?
 18 A. No. Do you?
 19 Q. That makes two of us.
 20 A. I don't know who he is.
 21 Q. But that is not the important part.
 22 Wilkerson described the listing
 23 procedures for the NPL, and it looks

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- 1 like the RI/FS process. And what is
 2 NPL?
 3 A. The National -- I assume. I don't know.
 4 Again, it could be the National Priority
 5 List if it is in relation to superfund.
 6 Q. All right. And then RI would be what,
 7 remedial investigation?
 8 A. Could be remedial investigation,
 9 feasibility study process. I can't --
 10 You have to help me. I don't know what
 11 that is.
 12 Q. Rank out, does that look like rank out?
 13 A. It could be. I don't know.
 14 MR. COX: Yeah.
 15 A. But perhaps not if there is no target.
 16 Q. So it sounds like this guy, the author
 17 of Exhibit Four, is talking about the
 18 possibility that the Monsanto site could
 19 rank out, meaning that it could be
 20 considered for the NPL, the National
 21 Priority List?
 22 A. Well, who -- I don't know who this
 23 Henry -- the fellow who wrote this is.

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- 1 Do you?
 2 Q. It appears from the context of the
 3 letter that he is with ADEM.
 4 MR. COX: I think that --
 5 A. I don't know who he is. I don't know
 6 who Wilkerson is.
 7 Q. Despite who he is, all I'm talking about
 8 is there seems to be a discussion in
 9 Exhibit Four regarding the option or the
 10 possibility that under the listing
 11 procedure for the NPL and the -- is it
 12 RI/FS process that the Monsanto site
 13 might rank out if there is no target
 14 such as a water intake within three
 15 miles. Is that accurate?
 16 A. That is what that memo says. I don't
 17 know how -- I mean --
 18 Q. It indicates the AG's office of Alabama
 19 is going to write Monsanto to tell them
 20 that their proposal is not yet approved
 21 and that EPA is interested, concerned,
 22 involved and that there will have to be
 23 further discussions on the matter. And

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- 1 at the end of Exhibit Four it talks
 2 about, regarding the potential immediate
 3 removal, they could act now and sample
 4 the stream themselves or they could wait
 5 for the results of PA/SI and even the
 6 ranking of the site for the NPL. Is
 7 that true? Is that what the letter
 8 indicates?
 9 A. If you are reading it and that is what
 10 it says.
 11 MR. COX: That is what the letter
 12 says. But whether any of
 13 that happened or not, I don't
 14 think Mr. Foresman is the
 15 person to ask.
 16 Q. Well, regardless of whether Mr. Foresman
 17 is the person to ask, do you have any
 18 knowledge that the Attorney General's
 19 Office ever followed up on having the
 20 Monsanto site ranked out on the National
 21 Priority List as a superfund site?
 22 A. Not to my knowledge.
 23 Q. Do you know why it is that that never

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- 1 happened?
 2 A. No.
 3 Q. Do you have any information? Did you
 4 learn any information when you got
 5 involved in '93 with this remediation
 6 about the possible ranking out of the
 7 Monsanto site as a superfund site?
 8 A. No.
 9 Q. Did you come to find out when the AG was
 10 involved in '85 what the levels of PCBs
 11 were that they were finding in Snow
 12 Creek sediments?
 13 A. I don't know what the levels were.
 14 Q. Did you understand they were in excess
 15 of EPA acceptable limits?
 16 MR. COX: Object to form.
 17 A. Again, I don't know what the levels
 18 were.
 19 Q. You understood, though, that it required
 20 some remediation to remedy the problem?
 21 MR. COX: Object to the form.
 22 A. What I heard was Monsanto had conducted
 23 some remediation in an area after some

REGIONAL REPORTING SERVICE, INC.

- 1 discussion with the AGs. That is the
 2 extent of my knowledge about the
 3 activity.
 4 Q. Were you informed about the fact that
 5 the Attorney General's Office wanted to
 6 make sure that ADEM referred any
 7 inquiries from Monsanto to the AG so
 8 that ADEM did not do anything to
 9 jeopardize potential litigation arising
 10 out of this contamination?
 11 A. No.
 12 (Plaintiffs' Exhibit Number
 13 Five was marked for
 14 identification.)
 15 Q. I'm handing you what has been marked as
 16 Plaintiffs' Exhibit Five, if you could
 17 take a look at that after your lawyer
 18 does. Have you ever seen Exhibit Five?
 19 A. No, I have not.
 20 Q. And that Exhibit Five is a letter from
 21 the AG's office to an individual with
 22 ADEM which talks about the fact that if
 23 Monsanto has any inquiries about the

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- 1 contamination in Snow Creek that those
 2 inquiries should be directed to them so
 3 that ADEM doesn't jeopardize potential
 4 litigation?
 5 MR. COX: The document speaks for
 6 itself.
 7 A. Right. I can't hypothesize. It is a
 8 little hard to read. The last sentence
 9 says, "Since this matter involves
 10 potential litigation, we would
 11 appreciate your office referring
 12 inquiries from Monsanto to this office."
 13 Q. Do you have any understanding of the
 14 motivation ADEM would have not to send
 15 those calls of Monsanto's to the AG?
 16 MR. COX: Object to the form.
 17 A. No.
 18 Q. And you weren't personally involved in
 19 any of this. You have just learned
 20 about it since '93?
 21 A. Correct.
 22 Q. The deed that we have marked as Exhibit
 23 Two which pertains to -- Actually I

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- 1 don't know if you have seen this yet.
 2 Have you seen Exhibit Two before?
 3 MR. COX: I hope so. It has his
 4 signature on it, I think.
 5 Q. I think what you told me earlier is you
 6 had reviewed Exhibit Three in
 7 preparation for your deposition.
 8 A. Correct.
 9 Q. But you are familiar with Exhibit Two,
 10 which is the deed which transfers to
 11 land back from Alabama Power to
 12 Monsanto; is that correct?
 13 A. And the date on it --
 14 Q. It will be on the back where your
 15 signature is.
 16 MR. COX: That is the date it was
 17 recorded.
 18 A. Okay. Yes.
 19 Q. And can you confirm that on Exhibit Two
 20 you are the person that signed on behalf
 21 of Monsanto?
 22 A. That's correct.
 23 Q. And the deed itself is just basically a

REGIONAL REPORTING SERVICE, INC.

- 1 one dollar price that was paid for the
 2 land swap?
 3 A. That's standard practice in real estate
 4 transactions.
 5 Q. And then there was a separate settlement
 6 agreement which we have marked as
 7 Exhibit Three which contains all the
 8 details about that transaction?
 9 A. That's correct.
 10 Q. Is there any other agreement other than
 11 the settlement agreement which we have
 12 marked as Exhibit Three which pertains
 13 to arrangements made by Alabama Power
 14 and Monsanto with respect to this
 15 particular land?
 16 A. The settlement agreement and the deed
 17 are the documents that were signed for
 18 the transfer of the property.
 19 Q. All right. And is there any other
 20 verbal agreement or any other deal that
 21 exists other than what is in writing in
 22 Exhibit Three and Exhibit Two?
 23 A. Not as far as the transfer of the

REGIONAL REPORTING SERVICE, INC.

- 1 property, no.
 2 Q. How about as far as something else?
 3 A. There may have been -- I think there
 4 were discussions on relocation of
 5 utilities and power poles and things
 6 that would be required as part of
 7 remediation. And I don't know if they
 8 are included in that settlement
 9 agreement or if there were further
 10 discussions about what, you know,
 11 location of power poles, utilities, and
 12 such.
 13 Q. Okay. And in Exhibit Three, the
 14 settlement agreement between Alabama
 15 Power and Monsanto, there is a section
 16 on remediation responsibilities which
 17 requires Monsanto as the grantee at its
 18 sole cost and responsibility and with no
 19 contribution or involvement from Alabama
 20 Power to handle all those things such as
 21 investigation, assessment, cleanup,
 22 remediation, and any corrective action,
 23 right?

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- 1 A. If that is what it says.
 2 Q. But that is your understanding, and you
 3 are the one who negotiated that, right?
 4 A. I understand, but it has been many
 5 years.
 6 Q. Do you need to review it?
 7 A. I mean, if you want to quote a section,
 8 I can review that section. What I'm
 9 saying is I don't know the verbatim
 10 words.
 11 Q. But your understanding, since you are
 12 the one that negotiated, is that
 13 Monsanto was going to have sole
 14 responsibility for all those things,
 15 investigation, cleanup, remediation?
 16 A. That's correct.
 17 Q. Do you know if back in the '60s, in that
 18 original land swap, there were any
 19 indemnification agreements that were
 20 made?
 21 A. I do not.
 22 Q. Who was involved for Monsanto on that
 23 original land swap?

REGIONAL REPORTING SERVICE, INC.

- 1 A. I don't know the individuals.
 2 Q. Well, Mr. Cox provided me with some
 3 documents earlier today before we
 4 started your deposition that are dated
 5 in the '60s, and for example there is a
 6 gentleman on here from -- Let's see. It
 7 is a letter to H. L. Minckler. Do you
 8 know Mr. Minckler?
 9 A. I'm familiar with the name. He is an
 10 individual at Monsanto.
 11 Q. Do you know what his position was back
 12 in the '60s?
 13 A. No, I don't.
 14 Q. Do you know a guy named Bob Pohl,
 15 P-o-h-l?
 16 A. Yes. I'm familiar with Bob.
 17 Q. What was Bob's position?
 18 A. In the 1960s, I don't know.
 19 Q. Is he still with the company?
 20 A. No.
 21 Q. Is Mr. Minckler still with the company?
 22 A. No.
 23 Q. Are they still living?

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- 1 A. That I don't know.
 2 Q. What was your understanding of Bob
 3 Pohl's role with Monsanto?
 4 A. At the time I knew Bob he was in
 5 manufacturing, director of manufacturing
 6 or such. I don't know if that was the
 7 role he had then or it could have
 8 been --
 9 Q. Some other time?
 10 A. Right.
 11 Q. So you have no knowledge with respect to
 12 whether or not there were any
 13 indemnification agreements when the
 14 original land was swapped in the '60s?
 15 A. No, I don't.
 16 Q. And if they are in this document, I will
 17 find them hopefully.
 18 We were talking earlier about a
 19 hypothetical situation where Alabama
 20 Power actually kept the land rather than
 21 working on an arrangement where you guys
 22 took it back. And when we were talking
 23 about that, you testified that Alabama

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- 1 Power would work and negotiate with
 2 different agencies to determine how to
 3 treat that contaminated area, right?
 4 A. I said they could. I don't know --
 5 Q. All right. Have you ever had another
 6 remediation project that you have
 7 handled either for Monsanto or Solutia
 8 where you have recommended a cap be
 9 placed where there are PCBs that make up
 10 sixty percent of the land?
 11 A. No.
 12 Q. This is the only time you know of that
 13 that's been done?
 14 A. Well, you are saying PCBs make up sixty
 15 percent. Of what? Of the land you
 16 said. That is not a realistic --
 17 Q. Sixty percent of the soil? What was it
 18 you said earlier was sixty percent in
 19 this situation? Am I misunderstanding?
 20 MR. COX: I think I said sixty
 21 percent. So since I said it,
 22 let me try to clarify it.
 23 There are sampling documents

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- 1 indicating there were samples
 2 of some material that was
 3 tested and analyzed and found
 4 to contain up to sixty
 5 percent of PCBs. I don't
 6 know whether that -- It was
 7 Alabama Power Company tests,
 8 so we can't tell you if it
 9 was soil or if it was the
 10 tarry material that they
 11 actually found and just
 12 tested the material. That is
 13 not soil. That is basically
 14 a waste product.
 15 MS. MALOW: That was in the soil
 16 or --
 17 MR. COX: Apart from the soil.
 18 Q. Let's do it this way. Have you a
 19 remediation site where you have
 20 recommended capping where you have PCBs
 21 at the levels that were found at the
 22 west end landfill?
 23 A. Yes.

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- 1 Q. Tell me where that is.
 2 A. We have quite a few, but one of them,
 3 the Everett, Massachusetts plant.
 4 Q. What were the levels of PCBs found at
 5 Everett, Massachusetts?
 6 A. Eighty percent, ninety percent.
 7 Q. Was any of that ever landfilled?
 8 A. Well, it was in the -- It wasn't
 9 landfilled. It was in the ground.
 10 Q. But I'm saying none of it was ever
 11 removed and sent to a landfill; it was
 12 capped in place?
 13 A. At the Everett site the PCBs we dealt
 14 with in this one location were capped in
 15 place.
 16 Q. Earlier you told me that you had been
 17 the one who made the decision that the
 18 materials that were at the toe of the
 19 landfill needed to be sent to Emelle to
 20 comply with the height restriction. Do
 21 you remember that?
 22 A. You don't have it stated correctly.
 23 Q. State it correctly for me.

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- 1 A. You talked about materials at the toe of
2 the landfill, no. What I said was in
3 order to do the remediation on the west
4 end landfill and install the cap, we had
5 to remove some materials from the
6 landfill in order to maintain the height
7 restriction between the ground level and
8 the high power lines that go over the
9 site. And in order to maintain the
10 height we could not install the cap on
11 top of the existing level. We had to
12 remove some material.
13 Q. And what part of the site was the
14 material removed from?
15 A. From underneath the high power lines.
16 Q. Was that in the center, at the foot of
17 it?
18 A. On the top.
19 Q. All right. And it is your testimony
20 that the only reason that any of that
21 was sent to Emelle was because of this
22 height restriction?
23 A. Well, the reason it was sent to Emelle

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- 1 is because we removed it in order to
2 facilitate the installation of the cap.
3 Upon remove and analysis of over fifty
4 parts per million, we made the decision
5 to take it to Emelle.
6 Q. All right. When you say over fifty
7 parts per million, you did an analysis,
8 and you found that it was over fifty
9 parts per million, and then a decision
10 was made to take it to Emelle?
11 A. After it was excavated, yes.
12 Q. All right. And did you have the choice
13 to simply cap that there on the site?
14 A. If we could have done it and maintained
15 the restriction between the top of the
16 fill and the high power lines, we would
17 have capped it in place, yes. We would
18 not have hauled it off.
19 Q. So we are back to my original we
20 question, which was is the only reason
21 it was sent to Emelle because of this
22 height restriction?
23 A. The reason it was sent to Emelle was to

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- 1 facilitate the installation of the cap
2 because we had to remove the material.
3 Q. And if you had kept it there, you would
4 not have met the height restriction?
5 A. Right.
6 Q. It wasn't because you did the analysis
7 and found that it was fifty parts per
8 million and because of that you sent it?
9 A. Well, we generated a waste when we dug
10 it up and put it in a dumpster. And it
11 was over fifty parts per million then.
12 Then we had a requirement for disposal.
13 And we chose at that point, because it
14 was over fifty, to dispose of it at
15 Emelle. We couldn't just put it back on
16 the ground.
17 Q. And my question was whether you could
18 have capped it, and had there not been a
19 height restriction would that have been
20 an option?
21 A. Yes.
22 Q. So only because of the height
23 restriction was it that you ended up

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- 1 having it hauled off to Emelle?
2 A. Excavating it, correct.
3 Q. All right. This fifty parts per million
4 level, is that in a regulation either
5 under RCRA --
6 A. It is TOSCA.
7 Q. What does that regulation state?
8 A. Essentially that materials that are over
9 fifty parts per million are considered a
10 -- PCBs over fifty parts per million are
11 considered a PCB waste and have to be
12 managed under TOSCA.
13 Q. And TOSCA is another one of these
14 acronyms. What does it stand for?
15 A. Toxic Substance Control Act.
16 Q. Does TOSCA regulate PCBs at that level?
17 Does it treat them as a hazardous waste
18 stream?
19 MR. COX: Object to form. Go
20 ahead. I just said object to
21 form.
22 A. TOSCA has a requirement or has a
23 regulatory cutoff of fifty parts per

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- 1 million. And those things that measure
2 less than fifty parts per million by
3 definition are not PCBs.
4 Q. Okay. But in order to comply with
5 TOSCA, if you find levels of PCBs over
6 fifty parts per million you're required
7 to treat it as a hazardous waste stream?
8 MR. COX: Object to the form.
9 A. You have a requirement if you find more
10 than fifty parts per million of PCBs in
11 a material that you have generated, then
12 you have to handle it accordingly. Now,
13 that handle it accordingly, there are a
14 lot of options. It can be negotiated
15 with federal EPA. You can get TOSCA
16 waivers. There are all sorts of
17 alternatives. But one way you can
18 handle it is to haul it to an approved
19 TOSCA permitted landfill.
20 Q. Well, as a generator of waste, is that
21 waste stream considered hazardous or
22 nonhazardous when it is over fifty parts
23 per million?

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- 1 MR. COX: Object to the form.
2 A. The definition of hazardous doesn't fit
3 in. It is a TOSCA waste.
4 Q. You are talking it is not an EPA listed
5 waste? Is that the distinction you are
6 making?
7 A. No. It could be an EPA listed waste,
8 might not be. The regulations are
9 extremely complex. You can't broadly
10 characterize things as hazardous or not
11 hazardous. Each particular material you
12 have to look at not only analysis but
13 how it was generated, et cetera.
14 Q. Is Emelle a hazardous landfill site?
15 A. Emelle is an approved landfill for
16 hazardous waste or TOSCA waste for lots
17 of chemicals and materials, yes.
18 Q. The decision to cap the landfill site,
19 the west end landfill, was that your
20 decision?
21 A. Well, it was an approach that we decided
22 to use with that and then obtained
23 approval from the regulatory authorities

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1 in order to do that.
 2 Q. The steps, though, are that Monsanto
 3 develops a suggestion or a program that
 4 they want to implement or a treatment
 5 that they want to implement?
 6 A. The process --
 7 Q. Let me use it -- state it in a different
 8 way. Monsanto has the ability to come
 9 up with a plan for how they want to
 10 remediate the site. Is that true?
 11 A. The process under RCRA corrective
 12 action, which is what was done, is that
 13 the individual responsible for the
 14 particular site does a remedial
 15 investigation and feasibility study and
 16 from that comes up with a --
 17 MS. MALOW: Let's take a break for
 18 one second.
 19 VIDEOGRAPHER: Off the record at
 20 2:52 p.m.
 21 (A break was taken.)
 22 VIDEOGRAPHER: Back on the record,
 23 2:56.

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1 A. -- with a corrective measures plan for
 2 the remediation for the particular
 3 property. That plan is submitted to the
 4 regulatory authority responsible, and
 5 then you agree on an appropriate remedy.
 6 Q. So in this particular situation Monsanto
 7 determined that the corrective action
 8 plan that they wanted to use was to cap
 9 the landfill, correct?
 10 A. That's correct.
 11 Q. And then the approval that they needed
 12 to obtain was that of ADEM?
 13 A. That's correct.
 14 Q. Now, were you involved in the decision
 15 to cap the landfill?
 16 A. Well, the people in my group who manage
 17 that site prepared that plan in
 18 conjunction with the plant, and it was
 19 submitted to ADEM for approval.
 20 Q. Who are the people in your group that
 21 were managing that?
 22 A. Jo Hanson was the engineer --
 23 Q. All right.

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1 A. -- in my group.
 2 Q. Is he part of the Anniston plant, or is
 3 he part of St. Louis?
 4 MR. COX: She.
 5 Q. She, I'm sorry.
 6 MR. COX: Very sexist statement,
 7 Ellen.
 8 MS. MALOW: I know. It really is.
 9 I usually don't do that.
 10 A. And she was located in St. Louis at that
 11 time.
 12 Q. And who was the person who was at the
 13 Anniston plant that was participating,
 14 if anyone?
 15 A. At that time it would be Robert Jones.
 16 Q. Did you give this plan your blessing or
 17 have any input into this plan?
 18 A. I gave it my blessing.
 19 Q. Okay. So you wouldn't have been the one
 20 who actually came up with the plan. You
 21 would have been involved in hearing the
 22 recommendations that were put together
 23 by your group?

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1 A. That's correct.
 2 Q. And then tell me what involvement you
 3 had in presenting this proposal or this
 4 corrective action plan to ADEM?
 5 A. None.
 6 Q. Would you have done that?
 7 A. No.
 8 Q. Would that have been Ms. Hanson?
 9 A. I assume it would have been the plant
 10 and Jo Hanson.
 11 Q. Did Monsanto participate at all in
 12 Alabama Power's initial investigation
 13 when they discovered the PCBs on their
 14 land?
 15 A. Not to my knowledge.
 16 Q. Are you familiar with the press release
 17 that was issued by Alabama Power when
 18 they learned of the PCBs?
 19 A. I may have seen it, but I don't remember
 20 it. No.
 21 (Plaintiffs' Exhibit Number
 22 Six was marked for
 23 identification.)

REGIONAL REPORTING SERVICE, INC.

1 Q. Mr. Foresman, I'm going to hand you what
 2 has been marked as Plaintiffs' Exhibit
 3 Six.
 4 A. Okay.
 5 Q. Having a chance to look at Exhibit Six,
 6 does that now refresh your recollection?
 7 Had you seen that before?
 8 A. No, I don't think I have.
 9 Q. In the press release from Alabama Power
 10 Company, it indicates that they had put
 11 a protective cover over the material
 12 after they had found it. Do you know
 13 what kind of cover they had placed there
 14 temporarily?
 15 A. No.
 16 Q. Do you know what the purpose of such a
 17 cover would be?
 18 A. I assume it would just be to keep the
 19 rain off the material.
 20 Q. What would happen if rain came in
 21 contact with the material?
 22 A. If it was in the soil it could be
 23 washed, transferred with movement with

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1 rain. But again, I don't know the area
 2 or what they -- the actual location of
 3 this material.
 4 Q. Well, we know it was on the west end
 5 landfill, right? I mean, this is the
 6 property that you guys took back from
 7 them, isn't it?
 8 A. It doesn't say that here.
 9 Q. Do you have any reason to believe this
 10 is some other --
 11 A. No. What I'm saying is the landfill was
 12 a small part of the property that was
 13 transferred to Alabama Power. I don't
 14 know where they found the material,
 15 whether it was on the part of the
 16 property that was the landfill or
 17 whether it was down from the landfill.
 18 Q. On some other part of the property?
 19 A. Correct. It doesn't say that.
 20 Q. But regardless of where they found it,
 21 the risk of leaving such material
 22 exposed to the elements could be that it
 23 could migrate into the neighborhood

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perhaps?

- MR. COX: Object to the form.
- A. Again, I don't know. It depends on the material. You asked why they would put a cover. Again, just maybe to satisfy a requirement of the agency that you put a cover on it until you can investigate.
- Q. It indicates in the press release, which is Exhibit Six, that Alabama Power voluntarily notified a number of state and local governmental officials, community groups, and community leaders. In connection with your involvement after you were contacted in 1993, did you have any contact with any state governmental officials other than ADEM?
- A. On the west end landfill?
- Q. Yes.
- A. No.
- Q. How about with respect to any community groups?
- A. I did not, no.
- Q. Did you have any contact with any

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- community leaders?
- A. I didn't, no.
- Q. Did Monsanto to your knowledge contact any community groups regarding the PCBs on this property that they took back from Alabama Power?
- A. That I don't know. You will have to -- The plant itself, again, managed those contacts and relationships.
- Q. Okay. And as you're sitting here, you don't have any knowledge one way or the other as to whether that contact was made?
- A. No, I do not.
- Q. And the same would be true with respect to local governmental officials?
- A. I didn't have it. Again, whatever -- The standard practice at the plant is to notify all of the potentially impacted parties when you have an environmental issue. So my assumption would be that that is done.
- Q. But you don't know one way or the other?

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- A. But I have no direct knowledge of the details of that.
- Q. Do you have any knowledge that Monsanto ever notified its neighbors in 1993 of the potential impact to the neighborhood?
- A. That I don't know.
- Q. Have you seen a -- Well, let's just mark it.
- (Plaintiffs' Exhibit Number Seven was marked for identification.)
- Q. Mr. Foresman, I'm handing you what is marked as Plaintiffs' Exhibit Seven. Have you now had a chance to look at Plaintiffs' Exhibit Seven?
- A. Yeah.
- Q. Have you seen Exhibit Seven before?
- A. No, I have not.
- Q. Let me direct your attention then to paragraph three entitled "Source of Contamination." And it indicates in there according to the previous owner,

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- the southern half of the substation property was used as a landfill prior to Alabama Power Company's ownership. Do you know when Alabama Power was provided with that information?
- A. No, I do not.
- Q. It then indicates that contacts have been made with Monsanto to obtain all available information about this site's prior use. Was that contact made with you, or was that made with someone else?
- A. It wasn't with me, no. I assume it would be with the plant.
- Q. Do you have any information regarding what information Monsanto provided Alabama Power regarding the site's prior use?
- A. No, I do not.
- Q. Do you know of any documents that Monsanto turned over to Alabama Power regarding the site's prior use?
- A. No, I don't.
- Q. Would Robert Jones be the best person to

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- ask those questions to?
- A. My assumption would be yes. He was at the plant at the time and had these discussions with --
- Q. Well, we asked Buddy, and he told us it was you. So now we are here.
- MR. COX: Well, now, what you asked Buddy, just to make sure the record is clear, is who was the person that was involved in negotiations that led to the swap. And that was Mr. Foresman in terms of the swap. You got the documentation. Part of what I gave you today was the exchanges of paper both during Mr. Foresman's involvement as well as the initial involvement, which was with the plant site and Robert Jones or Billy DeFer. But in terms of the actual

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- person who made the swap happen, this is him.
- Q. All right. But as far as communications back and forth with Alabama Power to satisfy Alabama Power's investigation, you didn't deal with that aspect?
- A. No. I mean, that had transpired prior to my getting involved.
- Q. So when you got involved, it was after April 23rd, 1993?
- A. I got involved in the summer of '93, mid to late summer of '93.
- Q. Then if you go to the next page of Exhibit Seven, under section four, "Actions Taken in Response," it indicates this investigation includes examining the company's records related to the site, discussing the site with Monsanto, physically inspecting the site, and sampling and analyzing various materials from the surface of the hillside.
- Again, would you have been

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involved at all with respect to the discussions about the site between Alabama Power and Monsanto?

A. The only discussions that I got into with Alabama Power were based on the knowledge that the site had been used as a landfill by Monsanto prior to the transfer of the property to Alabama Power. And we discussed going forward from there about taking the property back by Monsanto. All the details of the prior use and analysis and all that, I wasn't involved in getting those documents and discussing those with Alabama Power.

Q. So you were more involved in the negotiations of how the two parties were going to determine responsibilities for the remediation?

A. Going forward on the problem.

Q. Okay. Your lawyer has provided to us today some certificate of analyses regarding the general test laboratory

REGIONAL REPORTING SERVICE, INC.

results from the PCBs that were found by Alabama Power. Have you personally looked at any of those documents?

A. I have seen some that described the types of PCBs and the analysis.

Q. Do you remember any of the levels that were found, any of the specific levels?

A. Some of the levels of tar material, again, were in the ten to fifteen percent or so.

Q. Are you familiar with any of the findings that were around forty thousand -- actually four hundred seven thousand parts per million?

A. That would be forty percent.

Q. So you are familiar with those?

A. Well, I'm saying they found tar-like material that contained PCBs in the high percent quantities. And that --

Q. That would count as high percent, true?

A. Well, a hundred percent is a hundred percent. So forty percent is forty percent of a hundred.

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Q. But in terms of talking about parts per million, that is a pretty high reading, isn't it?

A. It is a pure material. It is a waste material. The tars were tars.

Q. When you find pure PCBs like that, they are going to have extremely high levels, right?

A. Well, the tars contained high levels. The tars from the manufacturing process of PCBs contained high levels of PCBs. That's correct.

Q. Okay. Do you remember who your initial contact was from when you got involved in the summer of '93, who called you from the plant?

A. From the plant? I think my previous answer was I think it was Bill DeFer.

MS. MALOW: Off the record for a second.
(A break was taken.)
VIDEOGRAPHER: Back on the record at 3:20.

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Q. Before we took that break, we were talking about the initial contact you got from the plant in '93, the summer, and you indicated you believe it was Bill DeFer. Is that right?

A. That's correct.

Q. When you got involved in this remediation and started doing the -- started overseeing the investigation, did you come to find out what chemicals were located on that land?

A. We got a description from the plant just based on the past -- the time frame for use of that landfill, which was quite extensive, the mid say 1920s or so with Swann Chemical through 1961, I think I was told, and that the landfill was used for plant trash and residues, solid residues.

Q. We had covered that. What I was getting at is once y'all got into the actual investigation and remediation did you then through your investigation

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determine what was found?

A. No. I don't -- There wasn't a big effort to, at least to my knowledge. I don't know the exact details of what the group did as far as investigation of that site.

Q. So the focus was more on putting in place the remedy rather than determining what exactly existed?

A. The issues were PCBs. The issues were solid PCBs, tars, non-mobile, unto themselves. And the remedy was designed for that. I don't know what other analysis the remediation team did to come up with and support the remedy.

Q. For example, do you know if they had found there was any parathion on that land?

A. I don't know if they did or didn't.

Q. What is the total cost that Monsanto has spent to remediate the west end landfill?

A. I want to say on the order of three and

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a half million dollars.

Q. And that number doesn't include any of the remediation program as far as the property purchase program that you negotiated with respect to the consent order, correct?

MR. COX: Object to the form.

A. The three and a half million dollars deals with the remedy for the west end landfill.

Q. That is just the cap only?

A. Well, it is the cap and the containment and the additional work. There will be ongoing costs associated with monitoring, cutting the grass, making sure the cap stays in place, et cetera.

Q. What are the estimated yearly monitoring costs for that west end landfill?

A. I don't have an estimate.

Q. Do you get copies of the bills, or does that go to a different department?

A. No. I mean, I get monthly cost reports, summaries, but it doesn't have that

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- 1 detail.
 2 Q. Has Alabama Power ever been notified
 3 regarding what chemicals were found
 4 after Monsanto took back the land?
 5 A. I don't know.
 6 Q. Are you aware of any notification
 7 requirements or information requirements
 8 under the settlement agreement?
 9 A. I'd have to look at the agreement. I
 10 don't remember if there were any.
 11 Q. If in fact it does contain information
 12 notification provisions, were you aware
 13 of any information that was provided to
 14 Alabama Power regarding the chemicals
 15 that were found?
 16 A. I don't know what has been provided to
 17 Alabama Power by the team.
 18 Q. You haven't been copied on any of that?
 19 A. I don't remember any, no. We had a team
 20 of people that managed that for Solutia,
 21 Monsanto.
 22 Q. And that would be Jo Hanson along with
 23 others?

REGIONAL REPORTING SERVICE, INC.

- 1 A. Well, there was a plant contact, and Jo
 2 Hanson and the plant manager and public
 3 relations and that team manages the
 4 interface with Alabama Power.
 5 Q. What is public relations' role?
 6 A. Public relations would be involved if we
 7 were going to issue a press release or a
 8 document to the public.
 9 Q. Is that internal public relations
 10 department, or do you hire outside?
 11 A. Internal, internal public relations
 12 department.
 13 Q. Are you familiar with outside PR
 14 companies being retained to handle press
 15 related information on this plant?
 16 A. For the west end landfill?
 17 Q. Well, for the Anniston plant at all.
 18 A. I don't know what --
 19 Q. You are not involved in that end of it?
 20 A. No.
 21 Q. All right. I want to back up to the
 22 very beginning when we started and I
 23 asked you if you have given a deposition

REGIONAL REPORTING SERVICE, INC.

- 1 before. What other depositions have you
 2 given, sir?
 3 A. I was involved in the deposition on the
 4 Motco superfund site. I was involved in
 5 a deposition on the Dyer lake case.
 6 MR. COX: That's the Anniston lake
 7 case -- St. Clair lake case.
 8 A. I was involved in a deposition on
 9 Russell Bliss in St. Louis. I was
 10 involved in a deposition on insurance
 11 litigation.
 12 Q. Did you give a deposition in the Brio
 13 litigation?
 14 A. No.
 15 Q. How many depositions in all do you think
 16 you have given, twenty?
 17 A. No, probably less than that.
 18 Q. Ten?
 19 A. Yeah, maybe that.
 20 Q. Why is it that Monsanto agreed to take
 21 back this land from Alabama Power?
 22 A. I think the main position that Monsanto
 23 had was that the landfill was created by

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- 1 Monsanto Company and that it needed to
 2 be managed appropriately because the
 3 regulations that exist today were not
 4 those that existed in the past. In
 5 order to manage the landfill, the remedy
 6 for the landfill under the current
 7 regulations, it would be best if it was
 8 done by Monsanto in conjunction with the
 9 activities of the plant.
 10 Q. Was it also Monsanto's desire to have
 11 ADEM be the governmental agency that
 12 managed it?
 13 A. Well, obviously Monsanto felt that
 14 despite giving the property or trading
 15 the property to Alabama Power that we
 16 still -- that we still had a liability
 17 because it was a landfill on the
 18 property that we had created. And so we
 19 decided it would be best -- Alabama
 20 Power didn't want to manage that and
 21 didn't feel they had the proper
 22 resources to manage it. So we
 23 negotiated for us to manage it. By

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- 1 managing it we could manage it with the
 2 other activities we were doing on the
 3 site.
 4 Q. Which were already under the RCRA
 5 permit --
 6 A. Well, we had a RCRA permit at the site,
 7 correct.
 8 Q. That was being governed by ADEM?
 9 A. ADEM has the authority in Alabama by the
 10 feds to manage the RCRA program.
 11 Q. Were you involved with any discussions
 12 where Alabama Power was present that
 13 also involved any regulatory agencies?
 14 A. I wasn't, no.
 15 Q. Are you aware of any such discussions
 16 where representatives of Monsanto,
 17 Alabama Power, and any government agency
 18 was present?
 19 A. I don't know if they did or didn't. My
 20 assumption would be prior to us
 21 acquiring the property, if there were
 22 discussions with the regulatory
 23 authorities, Alabama Power would have

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- 1 been involved.
 2 Q. Would it be the usual course of action
 3 that once a contamination such as this
 4 is found, that the regulatory agencies
 5 would get involved? That is, they would
 6 be apprised of the fact that Monsanto
 7 and Alabama Power may turn this property
 8 back over to Monsanto?
 9 A. My assumption would be yes. If you look
 10 at the previous documents and you showed
 11 about the press release, in there
 12 Alabama Power said they had notified all
 13 the authorities and were going to keep
 14 them notified. So my assumption would
 15 be they would have notified them as we
 16 progressed with the discussion and
 17 transfer of the property.
 18 Q. That is what I'm really trying to get at
 19 with you since your role is really not
 20 with uncovering what had gone on in the
 21 past but rather dealing with the
 22 remediation and how it was going to be
 23 handled from the summer of '93 forward.

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- 1 A. Right.
 2 Q. Do you have any information about the
 3 role that the agencies or the regulators
 4 played in terms of you and Monsanto and
 5 Alabama Power agreeing for Monsanto to
 6 take the land back?
 7 A. As far as I was concerned, the
 8 regulators didn't play any role in us
 9 deciding to and going ahead and taking
 10 the property back.
 11 Q. As far as you were concerned you had two
 12 parties coming together to work out how
 13 they were going to handle the situation?
 14 A. That was correct.
 15 Q. Do you know who with Monsanto informed
 16 ADEM that the land was in fact going to
 17 be taken by Monsanto?
 18 A. No, I do not.
 19 Q. Was it four hundred thousand pounds that
 20 were taken off the top of the landfill
 21 and sent to Emelle?
 22 A. I don't know what.
 23 Q. You don't know the quantity?

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- 1 A. No. I don't remember the quantity.
 2 Q. Do you know what the cost was of that?
 3 A. Of the disposing costs?
 4 Q. Of sending that to Emelle.
 5 A. I think it was in the neighborhood of
 6 three to four hundred thousand dollars
 7 total.
 8 Q. If Mr. Faust has testified it was nine
 9 hundred thousand, would you disagree
 10 with that figure?
 11 MR. COX: Object to the form.
 12 A. I wouldn't have a basis to disagree. My
 13 assumption would be that Alan would have
 14 known. But he was not involved at the
 15 time.
 16 Q. Okay. Do you know what it would have
 17 cost if Monsanto had chosen to send all
 18 of it to Emelle rather than capping the
 19 landfill in place?
 20 MR. COX: Object to the form.
 21 A. Well, that wasn't feasible from an
 22 engineering point of view.
 23 Q. Let's just suppose hypothetically that

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- 1 it was done. I understand your position
 2 is it wasn't feasible to do it.
 3 A. Well, you have a high power line going
 4 through the middle of the site. You
 5 can't go in and excavate everything.
 6 The high power line would fall over. So
 7 from an engineering point it wasn't
 8 feasible. It wasn't something that the
 9 agency -- that Alabama Power would let
 10 us do because of their --
 11 Q. They wanted to keep their --
 12 A. Well, it feeds the whole eastern part of
 13 Alabama. It is not just -- That
 14 substation was not strictly for the
 15 plant. That substation is for the
 16 eastern part of Alabama. So it was very
 17 critical that we didn't do anything to
 18 potentially interfere with that
 19 operation of that substation.
 20 Q. As a general proposition, though, is it
 21 usually more expensive to haul
 22 contaminated waste to a site such as
 23 Emelle rather than capping in place?

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- 1 A. Well, it depends on the quantity of
 2 material involved and how far the haul
 3 distance is and the price you get from
 4 Emelle for disposal. And you have to
 5 admit Emelle doesn't want to take
 6 materials unless they are -- You know,
 7 they are not in the business of taking
 8 materials at low cost because they are
 9 limited by volume. So it --
 10 Q. It is going to depend on different
 11 factors?
 12 A. There are an awful lot of different
 13 factors.
 14 Q. Which is usually the most cost effective
 15 remedy?
 16 A. It would really depend. It depends on
 17 the particular situation. We
 18 wouldn't -- Getting back to the
 19 discussion earlier, if the high power
 20 lines had not been there, we wouldn't
 21 have hauled anything to Emelle.
 22 Q. You would have just capped it in place?
 23 A. We would have been able to cap it

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- 1 without removing material.
 2 Q. Let me ask you this: If there were no
 3 power lines involved at all and you were
 4 just dealing with a piece of land that
 5 had PCB contamination, then which would
 6 be more cost effective, to cap it in
 7 place or to dispose of it at a place
 8 such as Emelle?
 9 A. Again, it is a hypothetical question
 10 because it depends on the type cap
 11 required based on geography and the
 12 investigation and the risk assessment
 13 and such.
 14 Q. And all I'm trying to do is eliminating
 15 the power company and --
 16 A. In the particular case of the west end
 17 landfill, it would have been less
 18 expensive to cap than to remove all the
 19 material, yes.
 20 Q. We talked earlier about the fact that
 21 your role was negotiating the
 22 remediation -- Strike that.
 23 We talked earlier about the fact

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- 1 that your role with Alabama Power
 2 involved some correspondence which your
 3 lawyer provided to us, some telephone
 4 calls and some meetings. Do you recall
 5 any of the meetings specifically that
 6 you had with Alabama Power or your
 7 counterpart over there on this issue?
 8 A. I remember we came to Anniston and met
 9 with Ronnie Smith to talk about the
 10 requirements, their requirements for the
 11 site, continued use of the site, and
 12 what we could do in terms of working
 13 around their utilities.
 14 Q. At the meeting with Ronnie, was anyone
 15 else present other than the two of you?
 16 A. Yes. Robert Jones, Bill DeFer may have
 17 been present at certain times. I'm not
 18 sure of the whole group.
 19 Q. How many face-to-face meetings do you
 20 think you had with Alabama Power on this
 21 issue?
 22 A. Oh, I would say three.
 23 Q. How long a period of time did it take

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- 1 for you or Monsanto to negotiate this
2 settlement agreement with Alabama Power?
3 A. Somewhere between August and December of
4 '93.
5 Q. Do you remember what the sticking points
6 were during the negotiations?
7 A. I don't know if there were any sticking
8 points there. It was just a need to
9 gather information on both parties in
10 terms of what utilities may need to be
11 relocated, the cost of those utilities,
12 how the cost would be split for those
13 relocations, the requirements for
14 maintaining the height between the power
15 lines and the fill. There were
16 discussions on indemnifications. There
17 were discussions on the costs of the
18 remedy and what share Alabama Power
19 should bear. That's the kind of
20 discussions that went on.
21 Q. What was the discussion regarding the
22 cost of the remedy as far as what did
23 the parties think the total cost would

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- 1 be to remedy the situation?
2 A. I don't think we had, you know, a good
3 number on total cost. Obviously that
4 was pre coming up with the investigation
5 and discussion with the agency on what
6 the remedy would be. So it all had to
7 be done prior to that.
8 Q. But how is it that Alabama Power agreed
9 that they were --
10 MS. MALOW: Let's take a break.
11 VIDEOGRAPHER: This concludes
12 cassette number one.
13 (A break was taken.)
14 VIDEOGRAPHER: Back on the record,
15 3:45, beginning of cassette
16 number two.
17 Q. Mr. Foresman, we were talking about
18 negotiations between Alabama Power and
19 Monsanto. And one of the things you had
20 talked about being addressed between the
21 two parties was the cost of cleanup and
22 what percentage Alabama Power was going
23 to pay. Do you recall that right before

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- 1 we took a break?
2 A. I don't know if we got into discussion
3 of percentage. We were talking about
4 what the costs were going to be going
5 forward.
6 Q. Right. And you had indicated that cost
7 was uncertain at that stage because the
8 full investigation had not been done,
9 right?
10 A. Right.
11 Q. But as part of this agreement, the
12 settlement agreement, a number was
13 arrived at, which was seven hundred
14 seventy-five thousand dollars that
15 Alabama Power was going to pay. And
16 that number related to that cost of
17 cleanup, didn't it?
18 A. Related to helping. That payment would
19 help offset the total cost for the
20 investigation and cleanup of the site.
21 Q. So in order for that number to be
22 derived, there had to be at least an
23 estimate of what the cleanup costs would

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- 1 be, correct?
2 A. Correct.
3 Q. What was that estimated cost?
4 A. It was in the two to three million
5 dollar range for the cleanup, now. The
6 investigation was on top of that.
7 Q. What was the estimated cost of
8 investigation?
9 A. Five hundred to eight hundred thousand
10 dollars.
11 Q. Were there any other costs associated
12 with this issue besides the cleanup and
13 the investigation?
14 A. I think there were costs -- There were
15 going to be costs associated with
16 relocation of utilities, but those were
17 handled separately.
18 Q. How were those handled?
19 A. I think there was a discussion. I don't
20 know if it is in there. As we mentioned
21 earlier --
22 Q. Right, some verbal discussion.
23 A. Yeah, some discussion about if you have

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- 1 to relocate utilities, we will pay for
2 half of this or something like that. It
3 was handled by the plant.
4 Q. And that arrangement had different
5 dollars involved then the settlement
6 agreement which is Exhibit Three?
7 A. I think the arrangement was that we
8 would pay a certain percent of their
9 out-of-pocket costs because, again, it
10 was uncertain as to what utilities would
11 or would not need to be relocated.
12 Q. Sitting here now six years later, do we
13 now know what utilities had to be
14 relocated?
15 A. I think we ended up paying about forty
16 thousand dollars or so.
17 Q. Do you know what percentage of the total
18 cost of that relocation --
19 A. Some was a hundred, and some was fifty
20 percent. We essentially didn't have to
21 do that much.
22 Q. But your obligation was around fifty
23 percent to relocate, of their total

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- 1 cost? I'm just trying to get --
2 A. I don't know. I know the number is
3 about -- we ended up agreeing to pay
4 them forty thousand bucks for some
5 particular power poles that we wanted
6 relocated to facilitate the remedy and
7 that those poles had already reached
8 their useful life and therefore they
9 agreed to share in the cost of doing
10 that. But it was kind of a nominal
11 amount.
12 Q. A what?
13 A. A nominal amount compared to the
14 remediation.
15 Q. Sure. The test results that we talked
16 about earlier, I can't remember if you
17 had indicated. Were you provided with
18 the subsequent test results that Alabama
19 Power Company ran after their initial
20 ones?
21 A. The team may have been. I don't
22 remember.
23 Q. Who would be the best person to answer

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1 that question?
 2 A. Somebody on the team, Robert Jones or Jo
 3 Hanson.
 4 Q. Tell me all the members on that team.
 5 It was Robert Jones, Jo Hanson --
 6 A. And the plant manager.
 7 Q. Who at that time was?
 8 A. My assumption was still Bill DeFer
 9 because --
 10 Q. Where is Mr. DeFer now?
 11 A. He works for Monsanto Company, not
 12 Solutia.
 13 Q. Is he in St. Louis?
 14 A. No. I think Bill -- And I don't know
 15 this for a fact. But I think he is in
 16 Augusta, Georgia, at a plant facility
 17 there.
 18 Q. When did he leave the Anniston site?
 19 A. I don't know the exact time. I want to
 20 say '95 or '96 or so.
 21 MR. COX: For the record I think
 22 it was '94. I think Jack
 23 came in '94.

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1 Q. Whenever Jack came in, that is the
 2 transition?
 3 A. Yeah.
 4 Q. The testing that was done by Alabama
 5 Power, was that testing reimbursed by
 6 Monsanto?
 7 A. Not to my knowledge.
 8 Q. Is capping an interim measure, or is
 9 that a final remediation measure?
 10 A. It can be both.
 11 Q. In this case --
 12 A. We have cases where it is both.
 13 Q. In this case has it been determined
 14 whether that is going to be the final
 15 measure utilized?
 16 A. I think the regulatory structure at
 17 Anniston is that it would still be
 18 considered an interim measure because we
 19 haven't got everything completed to
 20 finalize all the paperwork to have it
 21 approved as a final measure.
 22 Q. Would it be your recommendation to have
 23 the capping remain as the final measure?

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1 A. I think the cap has shown that it can do
 2 what it is supposed to do, which is
 3 contain all the materials. And as long
 4 as you can assure that that will
 5 continue, it would be an appropriate
 6 final measure.
 7 Q. And what evidence do you have that it
 8 has been shown that it can contain all
 9 the materials?
 10 A. Just physical evidence that we have got
 11 the cap in place and there is -- there
 12 is no erosion on the landfill. It is
 13 being controlled. All the rain water is
 14 being managed appropriately.
 15 Q. During your discussions with Alabama
 16 Power, were there ever any discussions
 17 regarding concerns by Alabama Power
 18 about contamination to the environment
 19 or to the neighborhood?
 20 A. It wasn't part of the discussions I had
 21 with Alabama Power, no.
 22 Q. Who would have been the person with
 23 Monsanto that would have dealt with that

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1 type of issue? Would that have been Jo
 2 Hanson?
 3 A. No. The issue was the landfill was what
 4 it was at the point in time we took the
 5 property back. Then we put together a
 6 plan to address and investigate and a
 7 plan to remediate and went to ADEM for
 8 approval. That was for containment of
 9 the issue.
 10 Q. I'm backing up a little bit to before
 11 there was an actual agreement, where you
 12 guys are now going to be in charge of
 13 the investigation and remediation and
 14 Alabama Power is just discussing with
 15 you why they think Monsanto would be
 16 better at managing this issue than they
 17 would and you guys are meeting about it.
 18 Was there anything raised by Alabama
 19 Power regarding a concern for
 20 environmental contamination or
 21 contamination of the neighborhood?
 22 A. The only discussions we had with Alabama
 23 Power were based on the fact they had

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1 taken some samples and found some
 2 material and it needed to be addressed.
 3 We would take the property back and do
 4 it that way.
 5 Q. Do you know why it was that Alabama
 6 Power was so interested in finding out
 7 what specific chemicals were put there
 8 back in the early days and what specific
 9 chemicals were found there during the
 10 investigation and remediation?
 11 MR. COX: Object to form.
 12 A. I don't. I don't know what -- I don't
 13 know what was provided to them.
 14 Q. If you were standing in their shoes
 15 would you have any interest in finding
 16 out what the exact chemicals were that
 17 were at issue?
 18 MR. COX: Object to the form.
 19 A. If I were Alabama Power and was required
 20 to manage the investigation and
 21 remediation, that would be done as part
 22 of that. If I wasn't required to do it
 23 and could essentially negotiate an

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1 agreement where Monsanto would take over
 2 the property and investigation, then it
 3 would become less a requirement or
 4 concern on my part.
 5 Q. But if you are going to try and
 6 negotiate a good business deal for your
 7 company and you are Alabama Power, don't
 8 you want to know what the potential
 9 liability is, and isn't that going to be
 10 determined in part by what chemicals you
 11 are dealing with?
 12 MR. COX: Object to the form.
 13 A. Well, the issue was PCBs. It was very
 14 obvious that the PCBs there were in the
 15 form of tar material that was put there
 16 by Monsanto Company. There was never a
 17 dispute about where those materials came
 18 from.
 19 Q. So --
 20 A. So that is a given.
 21 Q. So there is no other issue really after
 22 that is decided?
 23 A. It makes it very simple. The issue is

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1 PCBs. It is solid residue. Monsanto
2 said it was theirs.
3 Q. End of story?
4 A. We went from there.
5 Q. All right. I had asked you earlier in
6 the deposition about whether you had any
7 knowledge in that -- with the AG's
8 investigation in the '80s and with any
9 attempt by any agency or entity to make
10 this Anniston site a CERCLA site.
11 Remember those questions?
12 A. Uh-huh (indicating yes).
13 Q. Is that a yes?
14 A. Yes.
15 Q. That was a long time ago, and I know
16 that was poorly phrased. What I'm
17 getting at is do you have any knowledge
18 that at any point in time Monsanto made
19 any reporting requirements to indicate
20 that this may be a CERCLA site?
21 MR. COX: Object to the form.
22 A. I don't know of anything that Monsanto
23 did that would indicate it was a CERCLA

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1 site.
2 Q. Do you know of anything that any other
3 agency or entity did to suggest or
4 recommend this Anniston facility become
5 a CERCLA site --
6 A. I don't --
7 Q. -- at any point in time?
8 A. I haven't seen anything.
9 Q. Have you personally had any contact with
10 anybody at EPA regarding the Anniston
11 site other than I believe you said there
12 was a meeting sometime in '96 that you
13 attended where there were
14 representatives present?
15 A. I haven't had any discussions with EPA
16 on that other than that I participated
17 in that meeting.
18 Q. Do you know whether anybody with
19 Monsanto notified EPA about Monsanto
20 taking back this land from Alabama
21 Power?
22 A. My assumption would be that that was
23 done, but I don't know.

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1 Q. We know from the press release that
2 Alabama Power did some notifying. But
3 do you know if anyone from Monsanto did
4 any notifying to EPA?
5 A. I don't know when or if that occurred.
6 Q. If it did in fact occur, who would have
7 been the most likely candidate to do
8 that?
9 A. It would have been Bill DeFer or Robert
10 Jones. They have the responsibility to
11 interface with the agencies.
12 Q. As a general matter in your role as a
13 director of remedial services, is that
14 something you get involved in,
15 interfacing with the agencies?
16 A. It depends on -- If we are dealing with
17 a plant site, the plant has the
18 responsibility to interface with the
19 agencies on all regulatory matters
20 because they do that on a daily basis.
21 If we are dealing with a site that is
22 not associated with a particular plant,
23 then one of my managers would be the

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1 responsible person for interfacing with
2 the agencies.
3 Q. So with respect to Anniston, since we
4 are dealing with a particular plant,
5 that wouldn't be your role?
6 A. No.
7 Q. Do you know whether Monsanto had any
8 involvement in drafting the press
9 release prepared by Alabama Power?
10 A. That I don't know.
11 Q. I want to switch gears with you and talk
12 with you about this consent order. Let
13 me get a copy of that marked.
14 (Plaintiffs' Exhibit Number
15 Eight was marked for
16 identification.)
17 Q. I'm going to hand you -- I'm going to
18 hand Buddy what has been marked as
19 Eight. I should have that done first.
20 Always give it to the lawyer first. Do
21 you need some time to go off the record
22 and review it?
23 A. I can be on the record and read it. It

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1 doesn't matter.
2 MR. COX: Instead of wasting your
3 tape, let's go off.
4 (Discussion held off record.)
5 (Plaintiffs' Exhibits Numbers
6 Nine and Ten were marked for
7 identification.)
8 VIDEOGRAPHER: Back on the record.
9 Q. Mr. Foresman, we were talking about the
10 consent agreement, which is marked as
11 Plaintiffs' Exhibit Eight. Have you had
12 a chance to review that document?
13 A. Yes, I have looked at it.
14 Q. Was that document signed by you on
15 behalf of Monsanto? Mr. Foresman, is
16 your signature on Exhibit Number Eight
17 on behalf of Monsanto?
18 A. Yes, it is.
19 Q. Tell me when you first got involved in
20 negotiating what was finalized and put
21 down on paper as the consent order.
22 When did you first get involved with
23 that?

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1 A. In late '95 or early '96.
2 Q. What role or what responsibility did you
3 have with respect to negotiating with
4 ADEM on this issue?
5 A. I was the Monsanto representative that
6 negotiated with ADEM for this consent
7 agreement.
8 Q. What does the consent agreement cover?
9 A. I can read --
10 Q. Just --
11 A. -- the requirements.
12 Q. Rather than read the requirements, just
13 in general, what are we talking about
14 that is governed by the consent order?
15 A. Well, I'd have to -- In order to state
16 that specifically, I'd have to read the
17 conditions of the order, and they are
18 very long. But essentially the order
19 requires us to do additional sampling in
20 areas as defined in the appendix and
21 discuss those samplings with the
22 residents that are identified, the
23 people that owned those properties, and

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- 1 to take actions in accordance with the
2 order.
3 Q. And what brought about the consent
4 order? What necessitated this consent
5 order?
6 A. The consent order was brought about by
7 the fact that we had done additional
8 sampling off the plant site that
9 indicated there were PCBs off the plant
10 site and in areas where there were
11 houses, and ADEM wanted us to agree to a
12 plan for going forward to address those
13 issues.
14 Q. And what would happen if Monsanto
15 refused to enter into an agreed consent
16 order on this issue?
17 MR. COX: Object to the form.
18 Q. Would you be subject to possible fines
19 by ADEM?
20 MR. COX: Object to the form.
21 A. Obviously they are a regulatory agency.
22 They have all sorts of powers to require
23 us, either through themselves or through

REGIONAL REPORTING SERVICE, INC.

- 1 the Attorney General's Office, to do
2 things. A consent agreement is designed
3 to state the conditions that -- and
4 activities that ADEM wanted to be
5 performed, and we reached an agreement
6 that we would perform those activities.
7 So it was a form or a way to frame an
8 agreement where we could go forward on
9 this investigation.
10 Q. And this investigation is different than
11 the west end landfill investigation that
12 we have been talking about, correct?
13 A. This was done after, correct.
14 Q. And this investigation involves an area
15 greater or larger than just the west end
16 landfill, correct?
17 A. That's correct.
18 Q. What area specifically does it involve?
19 A. I would have to go in here and look at
20 the exact -- It is defined in the
21 document, and there are specific
22 attachments one, two, and three, which
23 talk about the area that is involved and

REGIONAL REPORTING SERVICE, INC.

- 1 the particular addresses and houses of
2 residents involved. It is all in the
3 agreement.
4 Q. What was -- Strike that. When was the
5 additional testing off the plant site
6 performed?
7 A. It doesn't say exactly here. It just
8 says it was done, and that was the basis
9 of this agreement, so it was done prior
10 to this March '96 when this was signed.
11 Q. Were you involved in that additional
12 testing or in overseeing that testing?
13 A. People in my organization were involved
14 in developing -- along with the plant,
15 in developing a plan to do the testing
16 that subsequently resulted in all that
17 testing to be done.
18 Q. What prompted the testing to be done?
19 A. I guess it was the west end landfill
20 issue and the fact that they had
21 analysis of PCBs in the landfill, and
22 then there was sampling done on the east
23 drainage ditch area that indicated PCBs.

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- 1 Q. And based on the fact that Alabama Power
2 during their investigations had found
3 these PCBs or percentage of PCBs and
4 then you guys got back this property, it
5 prompted further testing to be done; is
6 that accurate?
7 A. That's accurate.
8 Q. All right. And the people in your
9 organization that would have been
10 involved in planning and testing, who
11 would those be?
12 A. Jo Hanson was involved, and I'm not sure
13 of the exact timing of Alan Faust, but
14 Alan Faust was involved in that.
15 Q. Is Jo Hanson still in St. Louis?
16 A. No. She is retired.
17 Q. Where is she living?
18 A. Florida.
19 Q. Do you know where in Florida?
20 A. No, I don't. South Florida.
21 Q. When did she retire?
22 A. I'm trying to think of the exact time.
23 Q. Within the last couple of years?

REGIONAL REPORTING SERVICE, INC.

- 1 A. Yeah, '96 maybe time frame.
2 Q. Does she do any consulting work for
3 Monsanto presently?
4 A. Not that I'm aware of.
5 Q. All right. So this testing was done,
6 and additional PCBs were found in the
7 neighborhood; is that accurate?
8 A. That's correct.
9 Q. And as a result of that Monsanto came up
10 with a plan to remediate that
11 contamination; is that right?
12 MR. COX: Object to the form.
13 A. No. Monsanto came up with a plan to
14 further investigate and decide what was
15 appropriate. And that is what this
16 consent agreement states.
17 Q. And let's back up. Before the consent
18 agreement was put on paper and
19 finalized, I'd like to know what
20 negotiations or discussions were you
21 involved in with ADEM on this issue?
22 A. I really wasn't. I had very limited
23 discussions with ADEM on this issue.

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- 1 The discussions were handled by my
2 people in the plant.
3 Q. Jo Hanson or people in the plant such as
4 Alan?
5 A. Alan, Robert Jones, and others on this
6 team.
7 Q. Do you remember any specific meetings
8 that you were involved in with ADEM?
9 A. I was involved in the March 8th meeting,
10 and that was it.
11 Q. Actually there may be one other. I'll
12 just refresh your memory on March 6.
13 I'm going to hand you what has been
14 marked as Exhibit Nine. It is a sign-in
15 sheet from a meeting that took place in
16 Oxford, Alabama. I believe on the
17 second page you will find your
18 signature.
19 A. This was the hotel meeting that we
20 talked about earlier where --
21 Q. That is a separate meeting?
22 A. This was the meeting where ATSDR and EPA
23 and -- I didn't know the date, but that

REGIONAL REPORTING SERVICE, INC.

1 was March 6th.
 2 Q. And then Exhibit Ten dated March 8th,
 3 what is that meeting? Is that the one
 4 dealing with the consent order?
 5 A. This was in -- Is this the meeting in
 6 Alabama -- I mean at ADEM?
 7 Q. All it says is RCRA compliance branch,
 8 informal conference participant list.
 9 A. Steve Cobb, yes, right. That was the
 10 meeting with ADEM on the 8th.
 11 Q. So let's backtrack just so I understand
 12 the difference between these two
 13 meetings. Exhibit Nine -- Let's just
 14 confirm on Exhibit Nine that page two
 15 does have your signature that you were
 16 in attendance.
 17 A. This is Exhibit Nine. It says Monsanto
 18 meeting, Oxford, Alabama, sign-in sheet,
 19 March 6, '96. The second page has my
 20 signature. Yes, I was there.
 21 Q. Okay. And the meeting that was held in
 22 Oxford was a meeting we talked about
 23 earlier where there were representatives

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1 of ATSDR and ADEM and Monsanto. And
 2 that was the meeting -- Was that limited
 3 to talking about the west end landfill,
 4 or was that --
 5 A. No. That was dealing with the issues
 6 that -- the bigger issues.
 7 Q. With the neighborhood?
 8 A. Correct.
 9 Q. So in that initial meeting on the 6th,
 10 at that point in time the feds were
 11 still involved with respect to the
 12 issue?
 13 MR. COX: Object to the form.
 14 A. The meeting on the 6th, as I mentioned
 15 earlier, was a meeting of the interested
 16 parties, EPA, ATSDR, ADEM, and Monsanto,
 17 to discuss the program of what is
 18 planned to do going forward. And at
 19 that meeting there was a discussion
 20 about what Monsanto had planned to do
 21 going forward with this issue and how
 22 ADEM was going to manage it. And so
 23 that was that meeting.

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1 Q. Okay. And then the meeting which is
 2 reflected with the sign-in sheet on
 3 Exhibit Ten is just between Monsanto and
 4 ADEM only on the 8th?
 5 A. That's correct.
 6 Q. Okay. And in that meeting on the 8th,
 7 that is when the consent order was
 8 actually signed and entered?
 9 A. Correct.
 10 Q. All right. Were members of the public
 11 invited to attend either the March 6th
 12 meeting or the March 8th meeting?
 13 A. That I don't know.
 14 Q. Did you see anybody on the sign-in sheet
 15 that appears to be just a general member
 16 of the public?
 17 A. I don't see anybody.
 18 Q. How about on the meeting between
 19 Monsanto and ADEM --
 20 A. No.
 21 Q. -- on the 8th?
 22 A. No.
 23 Q. It would certainly just be the two of

REGIONAL REPORTING SERVICE, INC.

1 you?
 2 A. Right.
 3 Q. Since this problem dealt with the
 4 neighborhood was there ever any time
 5 before the consent order was entered
 6 that Monsanto had discussions with the
 7 neighbors regarding their proposed plan?
 8 A. I don't know exactly what discussions
 9 were held between Monsanto and the
 10 neighbors on this plan. But my
 11 assumption is there was sampling done in
 12 this area on property that we didn't own
 13 prior to this, that they would have had
 14 discussions with those people and
 15 involved in order to do the sampling.
 16 Q. But you don't have any knowledge one way
 17 or the other as to what specific
 18 discussions were held with whom?
 19 A. No, I don't know what -- Again, the team
 20 managed that at the plant.
 21 Q. All right. Have you had any discussions
 22 with Stephen Cobb regarding the
 23 investigation of the contamination in

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1 the neighborhood?
 2 A. The only discussions that I've had with
 3 Steve Cobb were in the meeting on the
 4 8th.
 5 Q. How about John Poole? Have you had any
 6 discussions with Mr. Poole outside of
 7 the meeting on the 8th?
 8 A. No.
 9 Q. How about Mr. Brian Hughes?
 10 A. No.
 11 Q. I can shortcut it. Have you had any
 12 discussions with anybody at ADEM other
 13 than at the meeting on the 8th?
 14 A. No, I have not. I went to the meeting
 15 on the 8th as a representative of
 16 Monsanto, as an individual that could
 17 sign and commit the company to the
 18 consent decree.
 19 Q. Okay.
 20 A. And that was my function.
 21 Q. Are there only certain individuals
 22 within Monsanto that can sign on behalf
 23 of the company to commit them to a

REGIONAL REPORTING SERVICE, INC.

1 consent decree?
 2 A. There are certain individuals in the
 3 chain of command in Solutia, Monsanto at
 4 the time, that could do this, and I was
 5 -- this fell under my organization. And
 6 I was the appropriate individual to do
 7 that.
 8 Q. Okay. In your role as director of
 9 remedial services for Monsanto or
 10 Solutia, are you aware of any
 11 remediation where you were allowed to
 12 leave one part per million on
 13 residential property of PCBs?
 14 A. Well, we don't have any sites that we
 15 own that is residential property, per
 16 se.
 17 Q. Okay. Maybe my question wasn't clear.
 18 Let me restate it. In a situation where
 19 it is determined that a neighborhood has
 20 some contamination of PCBs in the soil
 21 such as this case where you have entered
 22 a consent order, are you aware of any
 23 situation where Monsanto was allowed to

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- 1 leave one part per million on
2 residential property, of PCBs?
3 A. Again, we don't have any issues where we
4 have had residential property that deal
5 with PCBs other than the Anniston
6 facility.
7 Q. Right. Well, I mean -- So this is it?
8 A. So the issue is moot. The federal
9 regulations say -- Federal regulations
10 say it is acceptable. The exposure
11 level of PCBs in soil on residential
12 property is one part per million. In
13 a -- Well, actually it is higher than
14 that. It is ten parts per million. One
15 part per million is the ADEM standard.
16 The federal standard for
17 industrial property is twenty parts per
18 million. So those are the standards.
19 We don't have an issue where we
20 have residential property that we are
21 dealing with other than at Anniston and
22 those residences, et cetera, as we have
23 done here, and we have acquired those

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- 1 properties.
2 Q. Who determined how extensive the
3 investigation should be as far as which
4 properties to examine to determine
5 levels of PCBs on the properties?
6 A. ADEM.
7 Q. Did Monsanto make any recommendations as
8 to how extensive that area should be?
9 A. I think the agreement was based on a
10 sampling level that was done and the
11 samples were taken, and then it was
12 discussed with ADEM as to where you have
13 non-detects or one part per million or
14 five or such.
15 Q. I guess what I'm trying to figure out is
16 did Monsanto have input into where the
17 sampling was done initially?
18 A. I assume we had input into -- based on
19 what we found. Here is what we found,
20 and we are going to continue to move the
21 sampling out until you get lower levels.
22 Q. And do you know how extensive the
23 sampling ended up being, how far out it

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- 1 went in the neighborhood?
2 A. It is fairly extensive. I don't have
3 the physical dimensions in front of me
4 and such.
5 Q. But the buy-out program was limited to a
6 certain area around the plant, right?
7 A. The buy-out program was done based on
8 the fact we needed to acquire property
9 in order to do the remediation.
10 Q. But if for example there was a person
11 who had levels of two parts per million
12 on their property and it wasn't part of
13 what Monsanto needed to do the
14 remediation, Monsanto didn't take any
15 action?
16 A. On a specific piece of property, I don't
17 know all the details, so that is
18 hypothetical. I do know that if the
19 property, regardless of the levels, was
20 within an area that we felt we needed in
21 order to do the remediation, we included
22 that in the buy-out program and offered
23 people the chance to be bought out.

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- 1 Some accepted and some didn't.
2 Q. So Monsanto made a determination as to
3 what they needed for the remediation
4 program they established?
5 A. Right, we did that. But there were
6 other levels that were essentially clean
7 if you got to a certain point. ADEM
8 said that was clean and didn't need to
9 be. And then there are the federal
10 requirements of ten parts per million
11 and twenty in the industrial
12 environment.
13 Q. So would it be true based on what you
14 said earlier that Anniston would be the
15 only place that you are aware of in your
16 work in remediation where Monsanto has
17 bought out residences near a facility?
18 MR. COX: Object to the form.
19 A. Anniston is the only place where we are
20 dealing with PCBs and the issue of
21 acquiring property for remediation of
22 PCBs.
23 Q. So the only place where Monsanto has

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- 1 ever purchased property where PCBs has
2 been an issue is in Anniston, Alabama,
3 true?
4 A. It is not that easy. We are talking
5 about houses and individuals. That
6 would be yes.
7 Q. All right.
8 A. We have bought other pieces of
9 industrial property.
10 Q. And I'm limiting my question to
11 residences.
12 A. Residences and PCBs, Anniston is the one
13 I have worked on.
14 Q. Are you aware of any other chemical
15 other than PCBs which has contaminated a
16 neighborhood and been part of a
17 remediation buy-out program by Monsanto?
18 A. We have purchased some property where we
19 had -- where we had some TCE in ground
20 water, farm property. We purchased some
21 property there at one particular site,
22 but --
23 Q. Where was that located?

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- 1 A. That was in St. Peters, Missouri.
2 Q. And TCE, that is the same thing that was
3 an issue in the Woburn, Massachusetts
4 case that the movie *Civil Action* was
5 made about? Is that the same chemical?
6 A. TCE at Woburn was the Grace superfund
7 site.
8 Q. Right. But TCE was the same chemical in
9 issue there?
10 A. It was one of the chemicals in issue
11 there.
12 Q. In that St. Peters area how much
13 property was bought out? Do you know?
14 A. Approximately a hundred and fifty acres.
15 Q. Was it just one person's property or
16 several people?
17 A. I think there were two, a couple of
18 pieces of property purchased over
19 several years.
20 Q. Are you aware of any other residences
21 that have been bought out by Monsanto
22 due to any chemical contamination other
23 than what we have discussed?

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- 1 A. I -- You know, I'm not familiar. We may
2 have but --
3 Q. You can't recall after all this time?
4 A. I mean, we -- Monsanto and Solutia is
5 involved in a lot of superfund sites and
6 other off sites. We are a small PRP in
7 a lot of sites. The PRP group may have
8 done some of that. Again, I'm not
9 familiar with all the details of all
10 those particular sites.
11 Q. Have you heard of a gentleman named Neil
12 Daniel with the department -- Alabama
13 Department of Public Health?
14 A. The name is vaguely familiar, but I
15 don't know the individual.
16 Q. Was there any request by the Alabama
17 Department of Public Health that
18 Monsanto do more testing before any
19 property was purchased that you are
20 aware of?
21 A. There may, may not. I don't know the
22 details around that.
23 Q. Someone else in your group would have

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- 1 handled that?
2 A. Yeah. My role is an oversight role for
3 this, that people on the team had the
4 day-to-day interface with the regulators
5 and the public to manage these issues.
6 Q. Is the Anniston site the largest PCB
7 contamination in a neighborhood that you
8 are aware of?
9 MR. COX: Object to the form.
10 A. Can you rephrase your question? You
11 said largest PCB site in the
12 neighborhood.
13 Q. I will restate it. Is the Anniston
14 plant and the area surrounding the
15 Anniston plant and the contamination
16 that has been found in the neighborhood
17 the largest PCB contamination you are
18 aware of?
19 MR. COX: Object to the form.
20 A. In terms of what?
21 Q. In the country.
22 A. I don't know that or not. The Anniston
23 plant is a plant that manufactured PCBs.

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- 1 We have landfills associated with it.
2 When you say largest, in terms of
3 physical square footage or such, I don't
4 know.
5 Q. No. I mean the largest level of PCBs
6 found in a neighborhood.
7 A. Again, I don't know if that is true or
8 not.
9 Q. Do you know of any other place in the
10 country where PCBs have been found at
11 the levels that have been found in this
12 neighborhood?
13 A. I'm aware General Electric has quite a
14 few sites.
15 Q. And they are a customer or were a
16 customer of Monsanto?
17 A. General Electric was a customer of
18 Monsanto, that's correct. They used our
19 product.
20 MS. MALOW: We need to take a
21 break because that stack of
22 documents your lawyer gave me
23 before the deposition, I have

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- 1 some questions on those and
2 will need to get those and
3 ask you some questions about
4 that. Let's go off the
5 record.
6 (A break was taken.)
7 MS. MALOW: Mr. Foresman has
8 indicated that he is going to
9 have to leave the deposition
10 to catch a flight. Given
11 that and also given the fact
12 that we have some additional
13 documents that we need to ask
14 you some questions about, we
15 reserve the right to continue
16 this deposition. What time
17 do you need to leave,
18 Mr. Foresman?
19 THE WITNESS: I would like to
20 leave about 5:15. That is
21 6:15 Atlanta time. We lose
22 an hour going to Atlanta.
23 MS. MALOW: We will get you out of

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- 1 here then and reserve the
2 right to continue it.
3 THE WITNESS: Is that acceptable,
4 Buddy?
5 MR. COX: Yeah. You have meetings
6 tomorrow and probably no way
7 to cancel them. We will get
8 you there and deal with the
9 other issues.
10 Q. Mr. Foresman, we were talking earlier
11 about various discussions that you were
12 involved in with Alabama Power regarding
13 whether or not Monsanto was going to
14 agree to take back this property and be
15 in charge of the management of the
16 remediation of the property. Do you
17 recall that?
18 A. We had discussions about our
19 negotiations to take back the property,
20 yes.
21 Q. During those discussions was it ever
22 indicated to Monsanto by Alabama Power
23 that they believed that the

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- 1 environmental conditions on the subject
2 land and the circumstances of the
3 ownership and landfill operations make
4 Monsanto liable under CERCLA?
5 A. They may have. I don't -- I mean, you
6 know --
7 Q. Wouldn't it be true --
8 A. I don't know if that was really relevant
9 to the discussion that we had at the
10 time.
11 Q. But the question I have for you is
12 whether or not Alabama Power took the
13 position with Monsanto that in their
14 opinion Monsanto had liability under
15 CERCLA for this site?
16 A. They may have said that. They could
17 have -- I mean, obviously the landfill
18 was Monsanto's responsibility. Whether
19 it is under CERCLA or RCRA or some other
20 regulation is just a hypothetical. It
21 could be under any.
22 Q. Let me ask you this: If in fact the
23 subject site fell under CERCLA, would

REGIONAL REPORTING SERVICE, INC.

the cleanup costs be far greater to Monsanto than if it was governed under RCRA?

A. It really depends on who you are working with and such. You can't draw a broad generality in this particular case.

Q. What is the reason that Monsanto preferred for this site to be treated as a RCRA site --

A. Well --

Q. -- as opposed to a CERCLA site?

A. I don't know that we preferred one or the other. The issue was we had responsibility for the landfill that was on the property that we took back. In taking the property back, it became a contiguous part of the Anniston plant that had an existing RCRA permit, so that was the format that it was regulated under.

Q. But the whole discussion was Alabama Power had land that they had swapped other land for back in the '60s. And

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Alabama Power could have simply maintained that land and had the site treated under CERCLA and then sought reimbursement from Monsanto through that process, couldn't they?

A. Retained what property?

Q. The property that Monsanto took back, the west end landfill.

A. Obviously Alabama Power had the opportunity to do anything they wanted. They chose to come to Monsanto and say, "We have this issue that we found this material. Would you consider taking the property back and manage the issue?" And we said yes, we would.

Q. Wasn't one of the discussion points between Monsanto and Alabama Power the fact that if Alabama Power took the lead they could have the site go under CERCLA and then seek reimbursement from Monsanto for the liability?

A. That's an option if they wanted to pursue that. They didn't choose to

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Q. pursue that. What is your understanding of why they didn't go that route?

A. MR. COX: Object to the form. I don't know why they would because they would have to expend the funds up front for all the work and then get attorneys involved and sue each other, which is a non-productive process. So they chose to come to us and say, "We have this issue. We would like for you to consider taking it back and managing it." And we said yes. And that is where I became involved in this process, in facilitating the transfer of the property back to Monsanto.

Q. If in fact they had gone that route, even though you think it may have been a non-productive process, wouldn't it have ended up being a larger bill that Monsanto had to pay down the road than Monsanto is having to pay under this process?

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MR. COX: Object to the form.

A. That is a hypothetical. I don't have the basis to comment on that.

Q. You have familiarity with your role at Monsanto and Solutia in dealing with superfund sites, right?

A. We have superfund sites we are managing, correct.

Q. In general the type of expense and burden, financial burden, is greater when a site is a superfund site, isn't it?

A. In broad generalities, right. But on a specific basis it may or may not be. It depends on how many players are involved, et cetera.

Q. And wasn't one of the other discussion points between Alabama Power and Monsanto that Monsanto's ownership of the property would allow the investigation and remediation to take place under the RCRA corrective action the same as the rest of the Anniston

REGIONAL REPORTING SERVICE, INC.

A. plant? Well, as it turned out essentially with us taking the property back, that was an option we had, correct.

Q. And it was to your advantage to exercise that option rather than having Alabama Power go to the authorities and seek reimbursement from you guys through CERCLA?

A. MR. COX: Object to the form.

A. Alabama Power didn't do that. They asked us to take the property back, and we took the property back.

Q. But that was one of the discussion points, wasn't it?

A. It wasn't a discussion point that I had with Alabama Power.

Q. Do you know if it was a discussion point that Alabama Power had with anyone from Monsanto?

A. That I don't know.

Q. Is it your position that there was no advantage to Monsanto to keep this site

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as a RCRA site?

A. Versus --

Q. A CERCLA site.

A. Obviously the advantage of doing it under RCRA is that we had an existing RCRA permit and could manage it along with the rest of the plant with that permit. So that's the advantage.

Q. And you could also continue to work with ADEM, with whom the Anniston plant had been working on other issues over the years?

A. Well, ADEM manages the RCRA program. ADEM also has a CERCLA program. So you could work with ADEM under CERCLA. So you choose.

MS. MALOW: Buddy, can we get a stipulation that documents that you have provided to us today are the business records of Monsanto and Solutia?

MR. COX: The --

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1 MS. MALOW: Everything other than
2 the testing that was Alabama
3 Power?
4 MR. COX: Some of the documents
5 were -- I will agree with you
6 that the documents from the
7 1993 time frame were
8 documents that Monsanto
9 either prepared, either
10 Mr. Foresman or Mr. Defer or
11 Mr. Jones prepared and sent
12 to Alabama Power Company or
13 were documents prepared by
14 Alabama Power Company and
15 sent to Monsanto and received
16 in the normal course of
17 business.
18 We will agree with you
19 that the settlement agreement
20 that is signed is an
21 authentic copy, a full copy,
22 a complete copy of the
23 settlement agreement, and

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1 that the deed that was signed
2 by Mr. Foresman and recorded
3 is the deed that purported to
4 reflect the transfer.
5 And the press releases
6 and stuff that came from
7 Alabama Power Company, those
8 are just Alabama Power
9 Company documents. We
10 received them, but they
11 weren't anything we had to do
12 with, any exchange that we
13 had with them.
14 MS. MALOW: And there are also
15 some internal memos.
16 MR. COX: Oh, and the internal
17 memo approving the
18 reacquisition of the property,
19 we will agree that is an
20 authentic Monsanto document
21 and that those appraisals are
22 what we have from the 1960s.
23 But that is all I can

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1 identify them as, is those
2 documents --
3 MS. MALOW: But they came from the
4 business files of Monsanto?
5 MR. COX: They came from the
6 records of Monsanto, yes.
7 MS. MALOW: Okay. That expedites
8 something.
9 Q. I want to show you a couple of
10 handwritten notes and see if you know
11 whose handwriting these are.
12 MR. COX: You don't have to mark
13 them. We can go off the
14 record if you want to.
15 MS. MALOW: Let's do this real
16 quick. I want to do a bulk
17 mark of these rather than
18 marking these individually as
19 the next at exhibit.
20 MR. COX: Is that all -- That is
21 the exchange of
22 correspondence. I think that
23 also includes the appraisals

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1 from the '60s -- well, not
2 appraisals but I guess land
3 valuations from the '60s.
4 There is a dollar value
5 reported.
6 (Plaintiffs' Exhibit Number
7 Eleven was marked for
8 identification.)
9 MS. MALOW: And just for the
10 record, Buddy, we have marked
11 as Plaintiffs' Exhibit Eleven
12 the documents that you
13 produced to us today in
14 response to the subpoena
15 duces tecum and document
16 request list.
17 MR. COX: It was just a document
18 request, but in my agreement
19 with Donald to produce what I
20 could produce and find on the
21 exchange of property with
22 Alabama Power Company
23 involving the west end

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1 landfill. I don't know if
2 that is complete or not. To
3 the best of my knowledge and
4 ability it is. But I had a
5 short time frame to gather
6 the documents up. But that
7 is what I gave you.
8 MS. MALOW: And the stipulation
9 that we have talked about
10 with respect to the business
11 records are encompassed by
12 what is now marked as
13 Plaintiffs' Exhibit Eleven.
14 MR. COX: Right, with the
15 understanding that some of
16 this stuff is not Monsanto's
17 records.
18 MS. MALOW: We have agreed that
19 the Alabama Power Company
20 correspondence back and
21 forth --
22 MR. COX: Was received.
23 MS. MALOW: -- would be Monsanto

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1 business records.
2 MR. COX: Was received in the
3 normal course of business by
4 Monsanto about the date and
5 time that it was purported to
6 be sent.
7 MS. MALOW: Okay.
8 Q. Now, Mr. Foresman, if I can find these
9 again, do you know whose handwriting is
10 on those pages which are part of
11 Plaintiffs' Exhibit Eleven?
12 A. No, I don't.
13 Q. Okay. Have you ever seen either of
14 those documents?
15 A. No, I have not.
16 Q. All right. Do you have any knowledge
17 regarding parathion that was found in a
18 pit on this west end landfill site?
19 A. No. Is that what it says?
20 Q. There is just a sentence about confirmed
21 parathion in pit.
22 A. I don't know anything about confirm
23 parathion in pit.

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1 Q. Okay. Did you personally meet with any
2 neighbors or have any discussions with
3 any neighbors of Monsanto regarding any
4 of the issues we have discussed today?
5 A. No, I did not.
6 MS. MALOW: Just given the time,
7 that it is five o'clock and
8 he needs to leave in the next
9 fifteen minutes, let's just
10 stop here. And I will
11 reserve the right to ask you
12 further questions regarding
13 the documents produced to us
14 today.
15 MR. COX: And I can't promise that
16 we can get him back here.
17 MS. MALOW: I understand.
18 MR. COX: We are on a short time
19 frame, so whether we can do
20 anything between now and
21 March 15, I guess we can see.
22 You need to look at the
23 documents and see if there is

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1 something significant, and
2 maybe we can reconvene by
3 telephone for a brief period
4 of time.
5 MS. MALOW: I'm sure Buddy and I
6 can work it out. Thank you
7 for your time.
8 VIDEOGRAPHER: Deposition is
9 adjourned as stated. The
10 time is five p.m.
11 (The deposition concluded at
12 5:00 p.m.)

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1 I do hereby certify that the witness
2 whose attached deposition was taken before me
3 was by me first duly cautioned and sworn to
4 tell nothing but the truth in the cause
5 aforesaid; that the testimony contained herein
6 was by me reduced to writing in the presence
7 of said witnesses by means of stenography and
8 afterwards transcribed by means of computer
9 aided transcription. The foregoing is a true
10 and accurate transcript of the whole of the
11 testimony given by said witness, as aforesaid.
12 I do further certify that I am not
13 connected by blood or marriage with any of the
14 parties or their attorneys or agents and that
15 I am not an employee of any of them, nor
16 interested in the matter of controversy.
17 IN WITNESS WHEREOF, I have hereunto set
18 my hand and affixed my notarial seal at
19 Gadsden, Alabama, County of Etowah, in 14th
20 day of March 1999.
21 Deborah Sellers Garnett
22 Notary Public for the State of Alabama
23 My Commission Expires 03-15-2001

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[illegible]

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Exhibits to

Foresman

Deposition

3/4/99

IN THE CIRCUIT COURT FOR CALHOUN COUNTY, ALABAMA

SABRINA ABERNATHY, et al.,

Plaintiffs,

v.

MONSANTO COMPANY, et al.,

Defendants.

Civil Action No. CV-96-269
(Consolidated)

RE-NOTICE OF DEPOSITION
AND REQUEST FOR PRODUCTION OF DOCUMENTS

TO: William S. Cox, III, Esq.
Lightfoot, Franklin & White, LLC
The Clark Building
400 North 20th Street
Birmingham, Alabama 35203

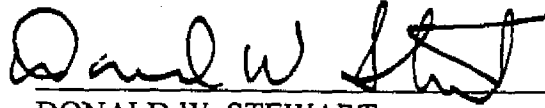
Regional Reporting Service
P. O. Box 755
Gadsden, Alabama 35902

Arthur F. Fite, III, Esq.
Merrill, Porch, Dillon & Fite, PA
P. O. Box 580
Anniston, Alabama 36202



PLEASE TAKE NOTICE that, beginning at 1:00 p.m., on Thursday, March 4, 1999, at the offices of Merrill, Porch, Dillon & Fite, P.A., SouthTrust Bank Building, Suite 500, 1000 Quintard Avenue, Anniston, Alabama 36207, the plaintiffs, pursuant to Rule 30, and in particular, Rule 30(b)(4), of the Alabama Rules of Civil Procedure ("ARCP"), will take the deposition of **MIKE FORESMAN**, by videotape recording, in addition to stenographic transcription, by oral examination before a court reporter or some other person authorized by law to administer oaths, and this deposition shall be for the purpose of discovery or for use as evidence in the trial of this action, or for both purposes. The deposition will be taken before a notary public, or some other officer authorized by law to administer oaths. You are invited to attend and cross-examine.

Pursuant to Alabama Rules of Civil Procedure 26, 30 and 34, the deponent is requested to bring to the deposition the documents requested in Exhibit A attached hereto.

A handwritten signature in black ink, appearing to read "Donald W. Stewart", is written over a horizontal line.

DONALD W. STEWART
Attorney for Plaintiffs

OF COUNSEL:

STEWART & SMITH, P.C.
P.O. Box 2274
Anniston, AL 36202
(256) 237-9311

CERTIFICATE OF SERVICE

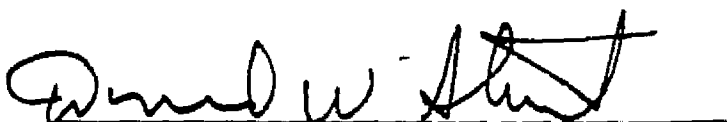
This is to certify that I have this date served counsel for all parties to this action with a copy of the within and foregoing document by facsimile transmission and/or by depositing same in the United States mail in a properly addressed envelope with adequate postage affixed thereon and addressed as follows:

William S. Cox, III, Esq.
Lightfoot, Franklin & White, LLC
The Clark Building
400 North 20th Street North
Birmingham, AL 35203

Arthur F. Fite, III, Esq.
Merrill, Porch, Dillon & Fite, PA
500 SouthTrust Bank Building
1000 Quintard Avenue
Anniston, AL 36207

Daniel M. Prause, Esq.
Richard A. Coughlin, Esq.
Gerard H. Davidson, Jr., Esq.
Smith, Helms, Mulliss & Moore, LLP
300 North Greene Street
Greensboro, NC 27401

This the 2nd day of March, 1999.



DONALD W. STEWART

Attorney for Plaintiffs

EXHIBIT A

For the purpose of this request, the word "documents" shall mean every original and non-identical copy of each and every paper, writing (including blind copies), statement, bill, sheet, letter, telegraph, teletype, picture, photograph, negative, slide, movie, film, visual or audio-transcription, videotape, report, memorandum, sketch, chart, note (including, but not limited to notes used to prepare any letter, memorandum, report or other document as herein defined), contract agreement, form, expense ledger, check (cancelled or otherwise), check stub, receipt, memorandum of telephone conversation, witness (including, but not limited to, potential witness) statement, transcript, memorandum pertaining to witness (including, but not limited to, potential witness), interview, sound recordings, sound recording transcription, inter-office and/or inter-company memorandum, engineering study, cross-section, expert analysis, expert opinion, expert summary, computer printout, book of account, evidence of expenses incurred, work memorandum, report of investigation and/or inspection, file memorandum, bid, request for proposal, record, brochure, book, microfilm proposal exhibit, attachment, draft, certificate, chart, table, price list, paper containing price information, data stored or recorded or in punch cards, computer tapes, disks, reels, other devices for business machines, other means of storing and/or transmitting human intelligence, transcripts, testimony, transcripts of testimony, trial or deposition notes of testimony, affidavits, pleadings, answers to interrogatories, response to request for admission (whether in this process or any other), and printed or readable material.

PREFATORY INSTRUCTIONS

1. If an original of a requested document is not located in your home or office, but a legible copy of the requested document is located at said home or office or the deponent has access to a legible copy, then the deponent is requested to provide said copy at the deposition.

2. If, in responding to these requests for production of documents, deponent asserts that any document sought by plaintiffs is protected from discovery due to such document's being a privileged communication, then for each such document, deponent is requested to:

- a. Identify the author of the document;
- b. State the author's present address and telephone number, or, if such information is unknown to deponent, then the author's last known address and telephone number;
- c. State the date said document was originated;

- d. State the location where said document was originated;
- e. State the present location of said document;
- f. If the present location of said document is a place other than the location where said document was originated, state every other location where said document has been placed or otherwise located;
- g. State each date that said document was delivered to and/or otherwise communicated to any person;
- h. Identify each person to whom said document was addressed and/or sent and/or made available to for review and/or communicated to in any manner, and state said person's present address and telephone number, or, if said address and telephone number are presently unknown to deponent, then state said person's last known address and telephone number;
- i. Based upon the context of said document, state the purpose, in general, for which said document was originated;
- j. State the subject matter, in general, of said document; and,
- k. For each such document, state with specificity the nature of every privilege that deponent asserts regarding the discovery of said document sought by plaintiffs.

REQUESTED DOCUMENTS

1. All the deeds and other closing documents related to the transfer of that property on which the West End Landfill was located between Monsanto Company and the Alabama Power Company.
2. All of the documents in Monsanto's possession which are related to the original swap of the land referred to in paragraph # 1 above between the Alabama Power Company and Monsanto

Company, including, but not limited to, all the closing documents, to include any appraisals, surveys, deeds, and correspondence.

3. Any indemnification agreements executed between Monsanto Company and the Alabama Power Company which are related to either of the transactions referred to in paragraphs #1 and # 2 above.

4. Any correspondence between Monsanto and the Alabama Power Company related to either of the transactions referred to in paragraphs # 1 and # 2 above.

5. Any correspondence between Monsanto employees and any federal regulatory agency related to either of the transactions referred to in paragraphs # 1 and # 2 above.

6. Any notes or memoranda of any telephone conversation which took place between Monsanto employees and employees of the Alabama Power Company, or with employees of any state or federal regulatory agency, which are related to the discovery of PCBs at the West End Landfill now located on the plant site in Anniston, Alabama, and owned by Solutia, Inc.

7. Any test results or soil sample results from the West End Landfill provided to Monsanto Company by the Alabama Power Company or the State of Alabama.

8. Produce exemplars of any documents which Monsanto has had sellers execute when it has purchased industrial property.

1916

This Instrument Prepared By:
Matthew W. Bowden
Balch & Bingham
1901 Sixth Avenue North, Suite 2600
Birmingham, Alabama 35203

Send Tax Notice To:
Calvin K. Fritz
Sr. Grp. Manager
Tax Department, E2SE
Monsanto Co.
800 N. Lindbergh Blvd.
St. Louis, MO 63167

STATE OF ALABAMA

CALHOUN COUNTY

DEED

KNOW ALL MEN BY THESE PRESENTS; That ALABAMA POWER COMPANY, an Alabama corporation ("Grantor"), for and in consideration of One and No/100 Dollars (\$1.00), the covenants, releases, indemnities, and other undertakings set forth herein, and other good and valuable consideration given to it by MONSANTO COMPANY, a Delaware corporation ("Grantee"), the receipt of which is hereby acknowledged, Grantor, by these presents, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, subject to the covenants, terms, conditions, reservations, exceptions and limitations hereinafter set forth, the following described real estate situated in Calhoun County, Alabama, to wit:

A parcel of land in the southwest 1/4 of Section 12, Township 16 South, Range 7 East, more particularly described as follows:

Commence at the northwest corner of Section 12, Township 16 South, Range 7 East, thence S 34 degrees 20' 06" E 3197.76 feet to the point of beginning; thence S 89 degrees 50' 02" E 452.23 feet; thence S 00 degrees 18' 13" E 329.82 feet; thence N 89 degrees 46' 10" E 195.01 feet; thence S 00 degrees 18' 55" E 257.56 feet; thence S 33 degrees 03' 55" E 484.29 feet; thence S 71 degrees 13' 19" W 145.35 feet; thence S 72 degrees 22' 20" W 157.67 feet; thence S 73 degrees 49' 01" W 97.04 feet; thence N 89 degrees 14' 44" W 548.38 feet; thence N 00 degrees 45' 52" E 1108.21 feet to the point of beginning.

The above described lands, hereinafter called the "Premises," are shown outlined in bold on Exhibit A attached hereto.

THIS CONVEYANCE IS MADE SUBJECT TO AND THERE IS SPECIFICALLY RESERVED FROM THIS CONVEYANCE THE FOLLOWING:

1. **Grantor's Easement.** Grantor does hereby specifically reserve, except and retain to itself, its successors and assigns a perpetual easement to use the Premises and any portion thereof for electricity distribution and transmission and communications purposes. Grantor shall have the right to continue using all electricity distribution, transmission, and communications (including fiber optics) equipment and facilities currently existing on the Premises and may operate, maintain, change, relocate, or remove such equipment and facilities or install, operate, maintain, change, relocate, or remove such new equipment and facilities which Grantor, in its sole discretion, deems necessary or desirable to insure continuous, uninterrupted service in all areas served by such equipment and facilities. Nevertheless, the Grantor agrees that no equipment in addition to the equipment and facilities depicted generally on Exhibit A will be installed on the Premises before January 1, 1999 except equipment and facilities needed to respond to a catastrophic loss or electric



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Date 3-17-94 Paul H.

service emergency. Electricity distribution, transmission, and communications (including fiber optics) "equipment and facilities" includes, but is not limited to, electricity distribution, transmission, and communications lines, poles, towers, supports, conduits, conductors, cables, insulators, anchors, guy wires, counterpoise conductors, substations, switching yards, communications circuits, subsurface grounding devices, security fencing around substations and switching yards, and other appliances connected therewith, which are now, or may be in the future, located on, over, across, or under the Premises. As used in this Deed, the term "equipment and facilities depicted generally on Exhibit A" includes any equipment or facilities installed in the same location as depicted generally on Exhibit A to repair or replace such equipment or facilities. Grantor shall at all times have the right of access, ingress, and egress to the Premises and all rights and privileges necessary or convenient for the full enjoyment and use of the Premises for the purposes described above, including the right to keep the Premises clear, by any means including chemical applications, of all trees and vegetation and other obstructions which might interfere with Grantor's use of the Premises, except that any chemical applications shall have the prior approval of the Grantee, which approval shall not be unreasonably withheld. Grantor shall be responsible for exercising these rights in compliance with all applicable regulations, permits, orders or approved corrective action or remediation plans. Grantor's equipment and facilities shall be modified, removed, and/or relocated as needed to perform assessment or remediation activities or to comply with such regulations, permits, orders, or approved corrective action or remediation plans and the financial responsibility therefor shall be determined pursuant to Subsection 7.7 of that certain Settlement Agreement between the Grantor and Grantee dated December 20, 1993 and incorporated herein by reference in Section 10 hereof. Before drilling, digging, excavating, or otherwise disturbing the subsurface of the Premises, Grantor shall notify the Grantee of the location and nature of the subsurface work and seek information on restrictions applicable to or hazards associated with such subsurface disturbances and take the precautions necessary to insure that such activities comply with any applicable regulation, permit, order, or approved corrective action or remediation plan. Similarly, before installing on the Premises any equipment or facilities in addition to the equipment and facilities depicted generally on Exhibit A, Grantor shall notify Grantee of the nature and location of the intended installation and shall be responsible for any specific remediation obligations created by construction of such additional equipment and facilities.

2. **Ownership of Facilities and Equipment on the Premises.** Grantor does hereby specifically reserve, except and retain to itself, its successors and assigns ownership of and title to any and all equipment and facilities which are currently located on the Premises and those which may be placed on the Premises in the future, pursuant to the easement retained by Grantor as described in Section 1 of this Deed. The general types and quantities and approximate locations of Grantor's equipment and facilities which currently exist on the Premises are shown on Exhibit A. More specific and detailed information on the types, quantities, dimensions and locations of such equipment and facilities will be provided to Grantee by Grantor on request. If any release of a hazardous substance on the Premises occurs from Grantor's equipment and facilities, Grantor shall remediate said release in accordance with applicable federal, state, and local laws and regulations. Grantor shall not store, treat or dispose on the Premises any hazardous substance or waste material which contains any hazardous substance. Grantor's equipment and facilities on the Premises shall comply with applicable codes, standards, regulations and laws.
3. **Grantee's Use of the Premises.** Grantee may make any use of the Premises that will not interfere with the Grantor's easement reserved in Section 1 above, provided however, that the Grantee must notify the Grantor in advance of the nature and location of any use other than investigation, assessment, monitoring, corrective action or remediation, maintenance activities and any other use or activity necessary, appropriate, convenient or required to address hazardous substances on the Premises. As used in this Deed, the term "hazardous substances" refers to those substances defined in 42 U.S.C. § 9601(14). Any use of the Premises by the Grantee, especially those which may result in a change of the finished slope or grade of the Premises, shall be performed in such a manner so as not to cause Grantor's equipment and

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facilities to be in violation of the standards and specifications of the National Electric Safety Code and other standards and specifications imposed on such equipment and facilities by federal or state laws and regulations, unless required by an applicable regulation, permit, order, or approved corrective action or remediation plan. If Grantee's use of the Premises will unavoidably create a condition which will cause such a violation, Grantee shall notify Grantor in writing at least 15 days in advance. Grantee shall use caution in operating machinery and equipment on the Premises to assure clearance between the machinery and equipment and Grantor's equipment and facilities. Before drilling, digging, excavating, or otherwise disturbing the subsurface of the Premises, Grantee shall notify Grantor and seek information as to underground equipment and facilities in the area where such activities will take place and the precautions necessary to insure that Grantor's underground equipment and facilities are not damaged or destroyed.

4. **Mineral and Mining Rights.** All mineral and mining rights in the Premises not owned by Grantor.
5. **Existing Easements and Rights-of-way.** All existing easements and rights-of-way in favor of third parties for public utilities, public roads, electric power facilities, telephone lines, railroad lines and the facilities located thereon.
6. **Prior Rights of Others.** Any and all prior rights of others which would be evident by a survey of the Premises whether or not documents therefor are of record.
7. **Property Taxes.** Any liens for ad valorem taxes for the current year which constitute a lien not yet payable, which lien Grantor shall pay.
8. **Indenture.** That certain indenture executed by Grantor to the Chemical Bank and Trust Company (now Chemical Bank), as Trustee, dated January 1, 1942, as amended and supplemented, Grantor warrants that it will, within One Hundred Twenty (120) days from the date of this conveyance, secure release from said indenture of the lands conveyed hereunder subject to the rights retained herein by Grantor.
9. **Abandonment.** In the event the Grantor completely removes each and every item of equipment or facilities on the Premises and makes no use of any part of the Premises for purposes within the scope of the easement reserved herein for a period of one year, the Grantee may give the Grantor written notice of the apparent abandonment and the Grantor's easement shall expire and terminate if the Grantor makes no use of any part of the Premises for purposes within the scope of said easement for a period of one year from the receipt by the Grantor of such notice, after which time the Grantee shall have complete title to the entirety of the Premises as if no easement had ever been reserved.
10. **Notice of Covenants.** In addition to all terms contained elsewhere in this Deed, the Premises herein are conveyed subject to certain "Releases, Indemnities, Reimbursements, Notices and Covenants Not to Sue" set forth in Section 7 of that certain Settlement Agreement by and between Alabama Power Company and Monsanto Company dated the 20th day of December, 1993, which are more particularly described as follows:
 - Section 7.1. Cleanup, Remediation, and Corrective Action Costs.
 - Section 7.2. Damages in the Nature of Natural Resource Damages.
 - Section 7.3. Injuries from Future Exposure to Hazardous Substances.
 - Section 7.4. Injuries to Grantee's Employees, Agents, and Contractors from Grantor's Equipment and Facilities.

Deed

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- Section 7.5. Injuries to Grantor's Employees, Agents, and Contractors from Future Exposure to Hazardous Substances.
- Section 7.6. Notice of Costs, Expenditures and Claims.
- Section 7.7. Cost of Relocation, Reinstallation, and Replacement of Grantor's Equipment and Facilities.
- Section 7.8. Covenant Not to Sue.
- Section 7.9. Limitations.

Section 7 of said Settlement Agreement is incorporated herein by reference as though set out in full and the provisions thereof shall constitute covenants and shall run with the title to the land herein conveyed and be applicable and binding forever between the parties and their successors and assigns. Inquiries regarding this incorporation by reference should be directed to Monsanto Company, 800 N. Lindbergh Blvd., St. Louis, MO, 63167 or Alabama Power Company, 600 N. 18th Street, Birmingham, AL, 35203.

11. **Disclosures and Limitations.** Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Premises including, but not limited to, the water, soil and geology, and the suitability thereof for any uses Grantee may elect to conduct thereon, and (ii) except for any warranties contained in the deed conveying the Premises from Grantor to Grantee, the nature and extent of any right-of-way, possession, lien, encumbrance, license, reservation, condition or otherwise. Grantor has not made and does not make any representations concerning the physical condition, the habitability or the quality of construction, workmanship, merchantability or fitness for any particular purpose, the accuracy or completeness of any information or data provided by Grantor to Grantee and compliance with law or any other matter affecting or related to the Premises. Grantee expressly acknowledges that no such other representations have been made. It is expressly understood and agreed that the Premises contain hazardous substances and that the Premises are being conveyed hereunder "AS IS" and "WITH ALL FAULTS", without any representation or warranty by Grantor. Grantee expressly acknowledges to Grantor that Grantee has entered into that certain Settlement Agreement made by and between Grantor and Grantee dated December 20, 1993 and accepted the conveyance of the Premises without relying upon any such representation or warranty by Grantor, its agents or contractors, or by any other person or entity with respect to the condition of the Premises or any part thereof.
12. **Covenants Running with the Land.** The provisions, conditions, releases, indemnities, and other undertakings hereinabove concerning the Premises and the easement retained by the Grantor, shall constitute covenants and shall run with the title to the land herein conveyed and be applicable and binding forever between the parties and their successors and assigns.
13. **Settlement Agreement.** Grantor and Grantee intend that all the provisions of that certain Settlement Agreement made by and between Grantor and Grantee December 20, 1993, shall survive and remain fully effective and undisturbed notwithstanding the execution of this conveyance or any generally applicable principles of merger associated with and otherwise applicable to documents of real estate conveyances.

TO HAVE AND TO HOLD unto the said Monsanto Company, a Delaware corporation, its successors and assigns, FOREVER.

Deed

IN TESTIMONY WHEREOF, the said Alabama Power Company, and Monsanto Company, by their duly authorized officers, have hereunto caused this instrument to be executed and to be effective this 21st day of December, 1993.

GRANTOR:

ALABAMA POWER COMPANY

WITNESS:

Lonnie G. Givens

By:

N. Ronald Smith

Its:

Vice President

GRANTEE:

MONSANTO COMPANY

WITNESS:

By:

Michael L. Foreman

Its:

Director, Monsanto Agency

Deed

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STATE OF Alabama

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COUNTY OF Calhoun

I, Kathryn J. Waleba, a notary public in and for said county in said state, hereby certify that Kenner Smith, whose name as Vice President of ALABAMA POWER COMPANY, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 21st day of December, 1993.

Kathryn J. Waleba
Notary Public

[Notarial Seal]

My Commission Expires: January 26, 1996

STATE OF Missouri

COUNTY OF St Charles

I, Joani M. Madden, a notary public in and for said county in said state, hereby certify that Michael R. Furman, whose name as Director General Manager of MONSANTO COMPANY, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

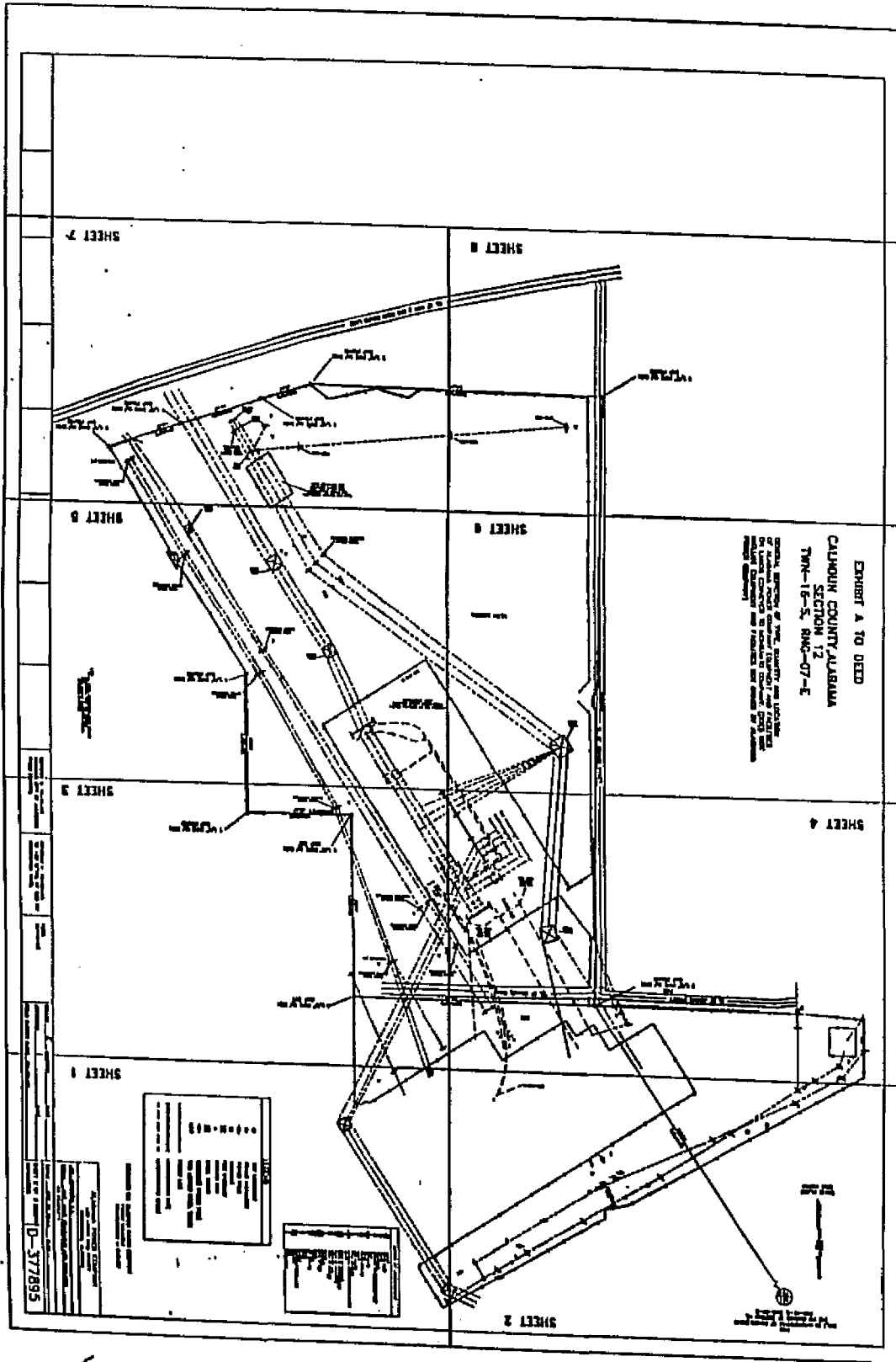
Given under my hand and official seal this 28th day of December, 1993.

Joani M. Madden
Notary Public

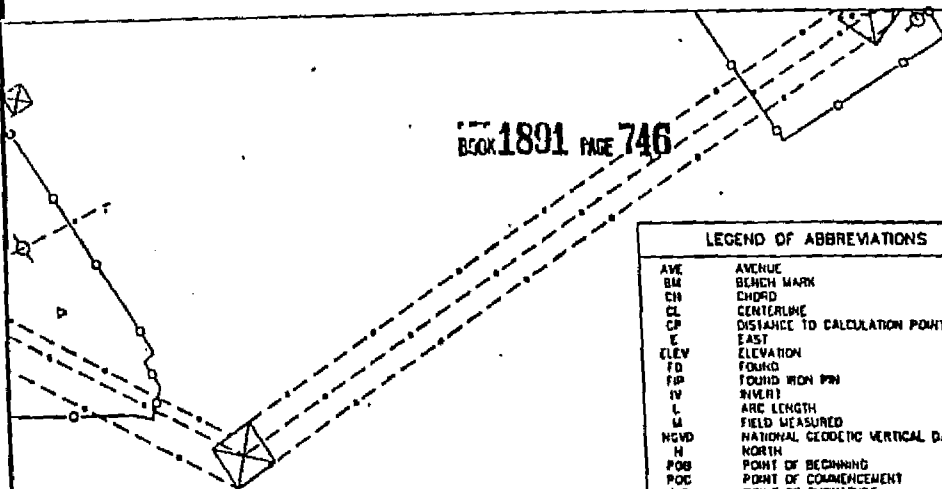
[Notarial Seal]

JOANI M. MADDEN
My Commission Expires: NOTARY PUBLIC STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 29, 1996
ST CHARLES COUNTY

Docd



BOOK 1891 PAGE 746



LEGEND OF ABBREVIATIONS

AVE	AVENUE
BM	BENCH MARK
CH	CHORD
CL	CENTERLINE
CP	DISTANCE TO CALCULATION POINT
E	EAST
ELEV	ELEVATION
FD	FOUND
FP	FOUND FROM PM
IV	RIVER
L	ARC LENGTH
M	FIELD MEASURED
MGVD	NATIONAL GEODETIC VERTICAL DATUM
N	NORTH
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PC	POINT OF CURVATURE
PL	PROPERTY LINE
PT	POINT OF TANGENT
R	RADIUS
REC	RECORDED
RHW	RIGHT OF WAY
RHS	RANGE
SEC	SECTION
SP	SET FROM PM
S	SOUTH
ST	STREET
T	TANGENT
TBM	TEMPORARY BENCH MARK
TWP	TOWNSHIP
W	WEST
Δ	DELTA ANGLE

LEGEND

●	SET MONUMENT
○	FOUND MONUMENT
○—	POWER POLE
⊗	MANHOLE
⊕	FIRE HYDRANT
△	GROUND GUY
⊠	STEEL TOWER
●—	CONCRETE POWER POLE
⊏	TWO LEGGED STEEL TOWER
---	POWER LINE
====	UNDERGROUND PIPE
- - - -	UNDERGROUND CABLE

PRODUCED BY: ALABAMA POWER COMPANY
POWER DELIVERY
TRANSMISSION - SURVEY

SHEET 1
SCALE 1" = 60'

ALABAMA POWER COMPANY
600 NORTH 18th STREET
BIRMINGHAM, ALABAMA

JOB ANNISTON T.S.
DETAIL LABEL APCO EQUIPMENT AND FACILITIES
ON PROPERTY

SCALE 1" = 60' B/M

SHEET 2 OF 2 SHEETS
SUPERSEDES

D-377895

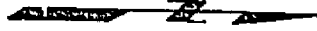
DATE
09-29-93

ADAD21-010726
HARTOLDMON0031703

POC
BOLT IN INTERSECTION OF ROADS BEING
THE NW CORNER OF SECTION 12,
TWN-16-S, RNG-07-E



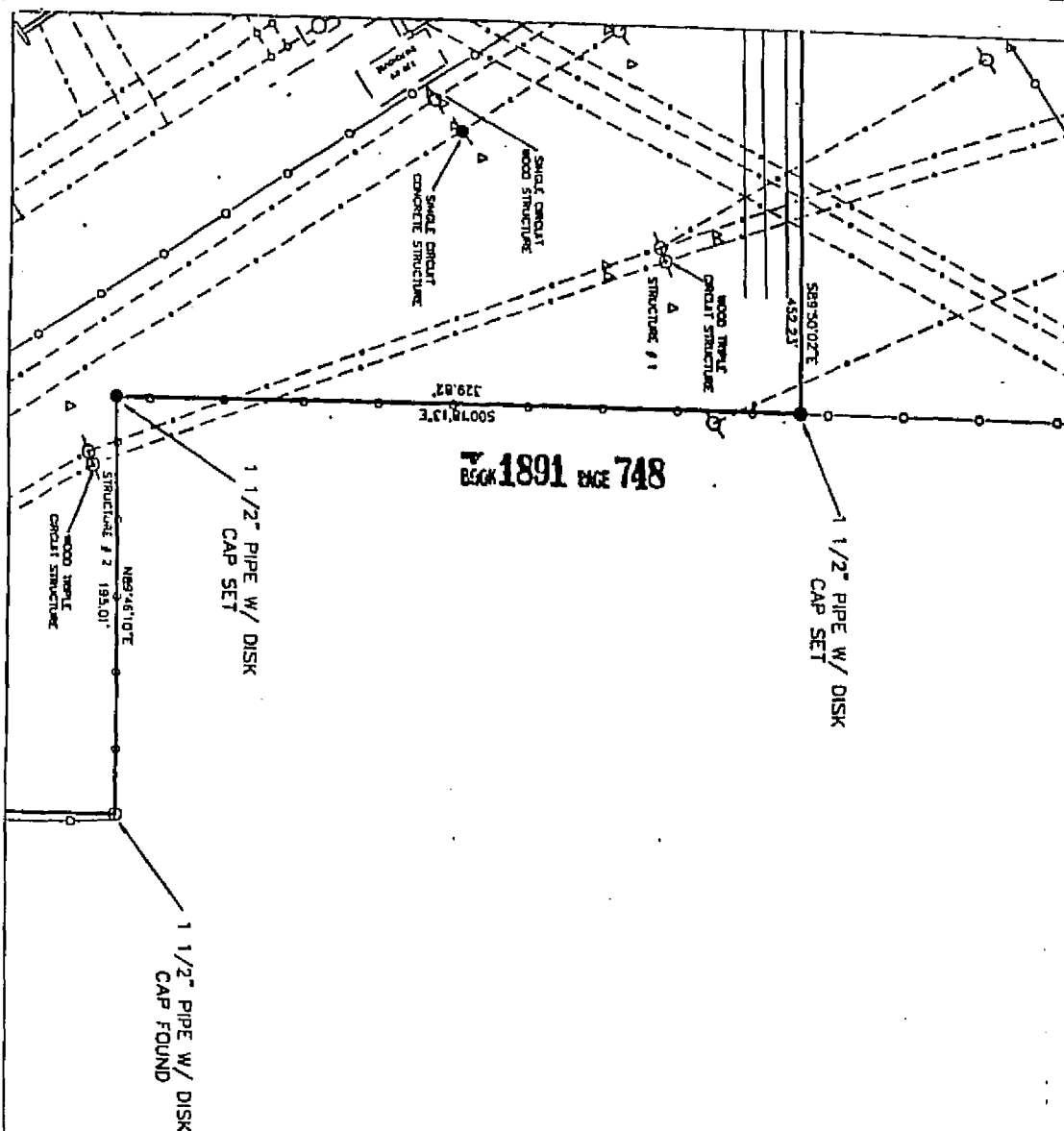
STATE PLANE
GRID NORTH



SHEET 2
SCALE 1" = 60'

5442808'E
3197.78

(SEE NOTE 1)



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SHEET 3
SCALE 1" = 60'

REVISION 1: 10-22-93
TO ADD DETAIL OF 230 KV
SUBSTATION YARD.

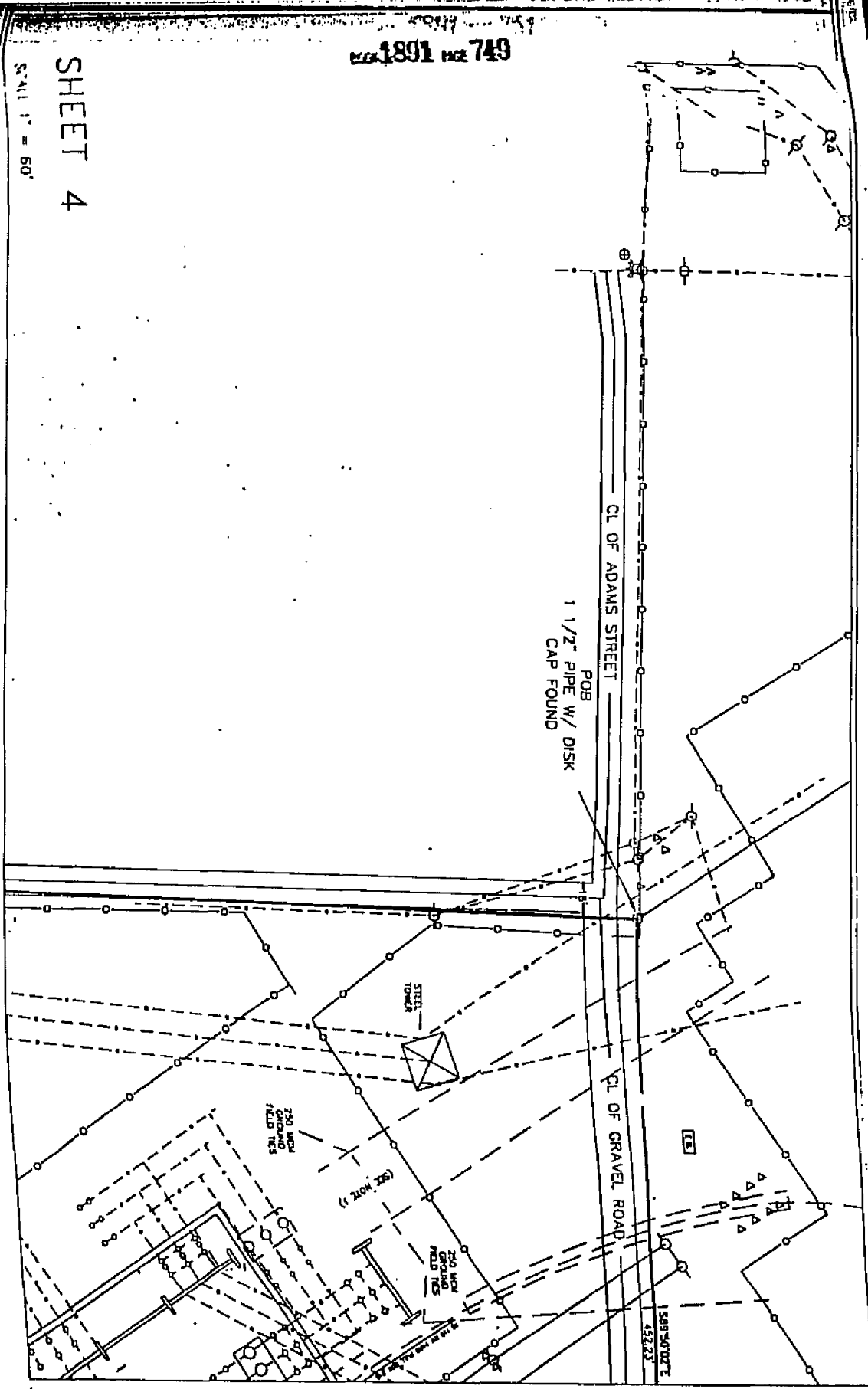
7595
10-14-93

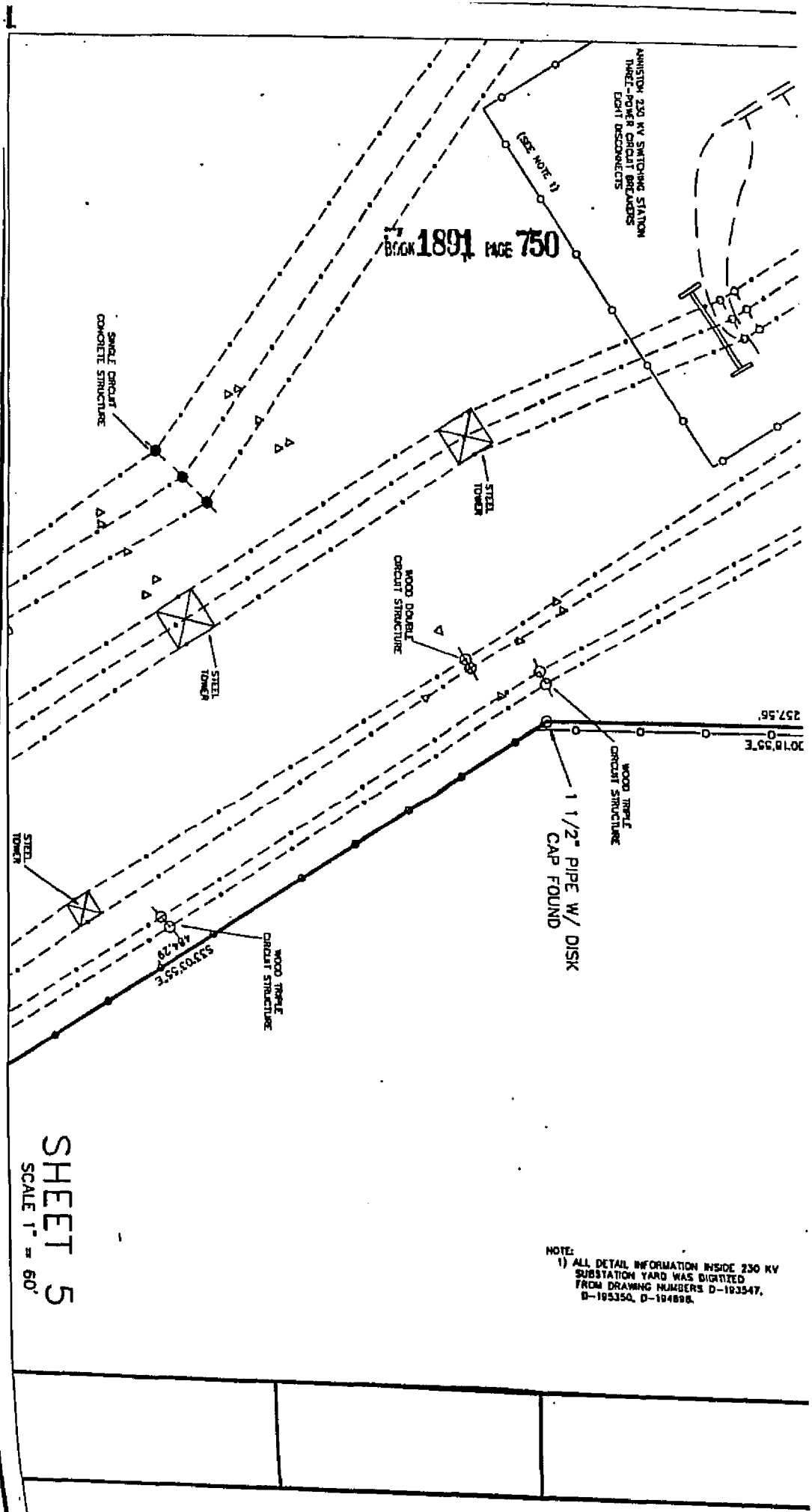
DRAWN 6
APPROVED _____
FIELD SURVEY DATE _____

1891 HG 749

SCALE 1" = 60'

SHEET 4





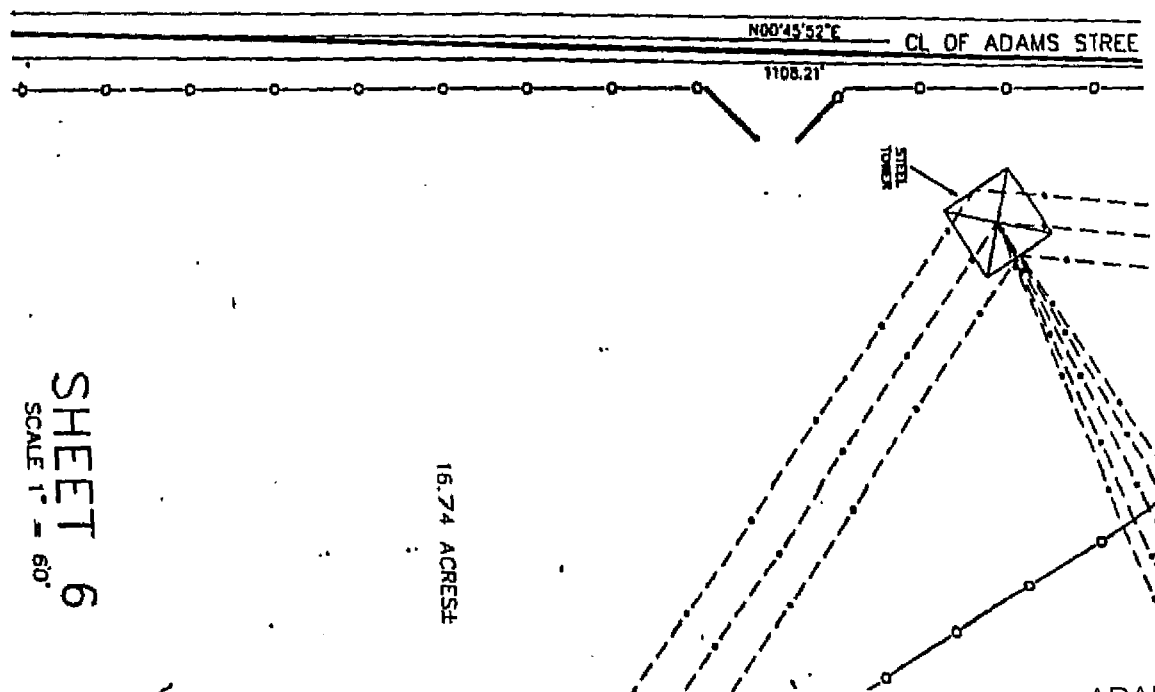
SHEET 5
SCALE 1" = 60'

NOTE:
1) ALL DETAIL INFORMATION INSIDE 230 KV SUBSTATION YARD WAS DIGITIZED FROM DRAWING NUMBERS D-183347, D-183350, D-184898.

EXHIBIT A TO DEED

CALHOUN COUNTY, ALABAMA
SECTION 12
TWN-16-S, RNG-07-E

GENERAL DEPICTION OF TYPE, QUANTITY AND LOCATION
OF ALABAMA POWER COMPANY EQUIPMENT AND FACILITIES
ON LANDS CONVEYED TO MONSANTO COMPANY. (DOES NOT
INCLUDE EQUIPMENT AND FACILITIES NOT OWNED BY ALABAMA
POWER COMPANY)

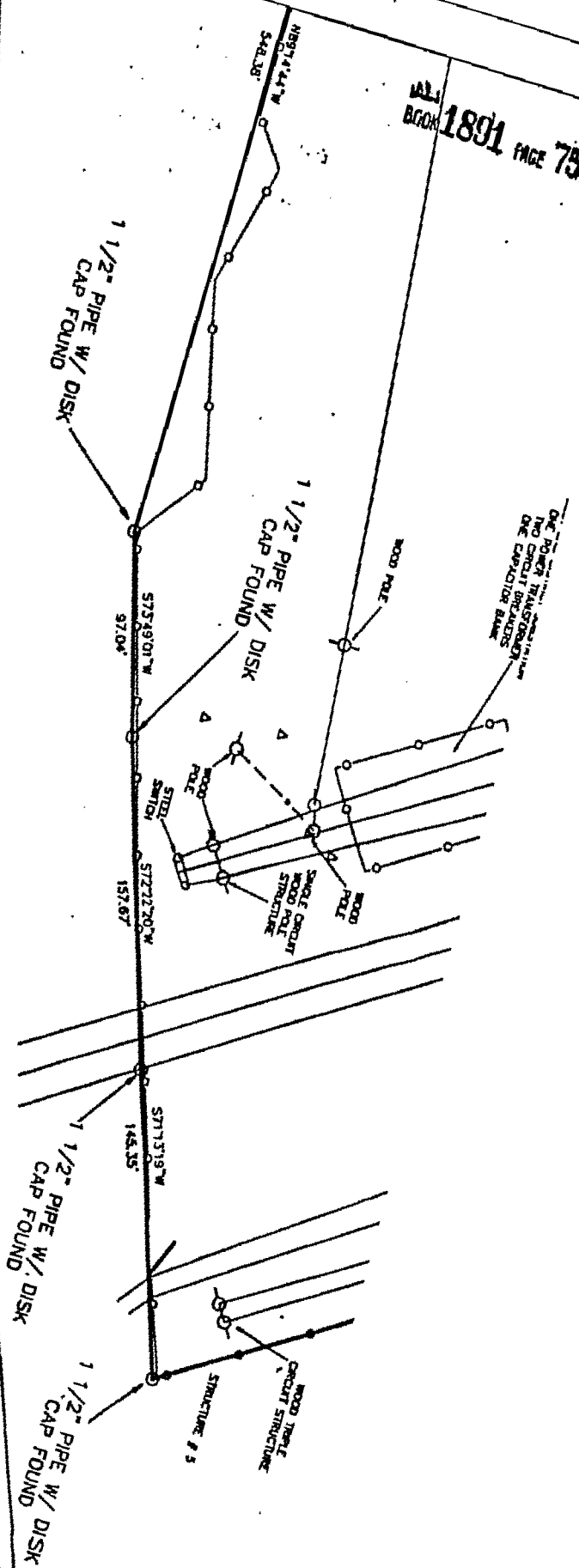


SHEET 6
SCALE 1" = 60'

16.74 ACRES±

1891 PAGE 752

CL OF HWY # 202 WEST BOUND LANE



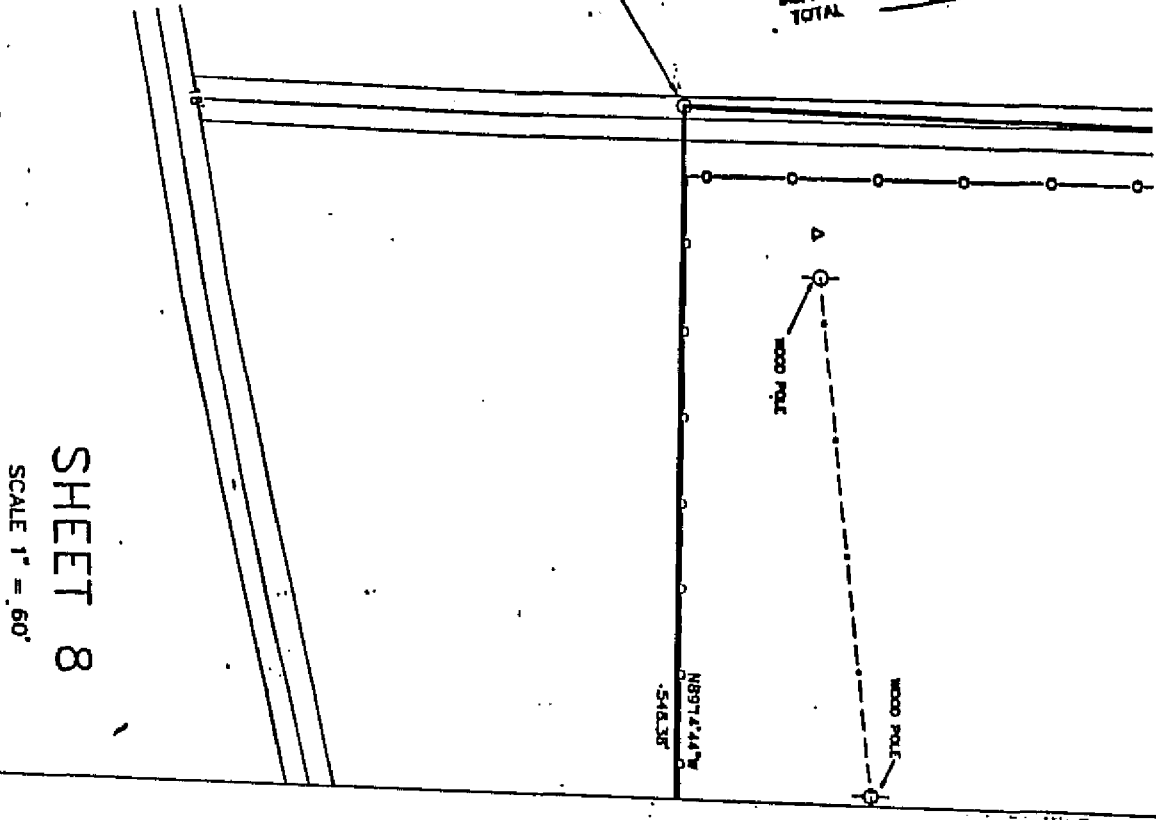
SHEET 7
SCALE 1" = 60'

ADAD21-010732
HARTOLDMON0031709

NOTARIAL PUBLIC
I CERTIFY THIS INSTRUMENT
WAS FILED
30 DEC 30 AM 11 55
ARTHUR C MURRAY
PROBATE JUDGE

Not. Tax	25.00
Comm. Fee	1.00
Copy Fee	3.50
Rec. Fee	1.20
Ind. Fee	65.50
TOTAL	

1 1/2" PIPE W/ DISK
CAP FOUND



SHEET 8

SCALE 1" = 60'

STATE OF ALABAMA

CALHOUN COUNTY



SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 20th day of December, 1993, by and between ALABAMA POWER COMPANY, an Alabama corporation ("Grantor"), and MONSANTO COMPANY, a Delaware corporation ("Grantee").

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, hereby agree as follows:

1. **The Premises.** Grantor agrees to grant, bargain, sell, and convey and the Grantee agrees to accept that certain real property in Calhoun County, Alabama as more particularly described in Exhibit A and as outlined in bold in Exhibit B, both exhibits being attached hereto and made a part hereof (the "Premises"), together with all rights, privileges, benefits, easements, restrictions and appurtenances thereunto belonging or encumbering the Premises, as more particularly described in Section 2 of this Agreement and in the form of the Deed attached as Exhibit C hereto.
2. **Encumbrances.** The Premises shall be conveyed by Grantor to Grantee subject to the following reservations and exceptions:
 - 2.1 **Grantor's Easement.** Grantor does hereby specifically reserve, except and retain to itself, its successors and assigns a perpetual easement to use the Premises and any portion thereof for electricity distribution and transmission and communications purposes. Grantor shall have the right to continue using all electricity distribution, transmission, and communications (including fiber optics) equipment and facilities currently existing on the Premises and may operate, maintain, change, relocate, or remove such equipment and facilities or install, operate, maintain, change, relocate, or remove such new equipment and facilities which Grantor, in its sole discretion, deems necessary or desirable to insure continuous, uninterrupted service in all areas served by such equipment and facilities. Nevertheless, the Grantor agrees that no equipment in addition to the equipment and facilities depicted generally on Exhibit B will be installed on the Premises before January 1, 1999 except equipment and facilities needed to respond to a catastrophic loss or electric service emergency. Electricity distribution, transmission, and communications (including fiber optics) "equipment and facilities" includes, but is not limited to, electricity distribution, transmission, and communications lines, poles, towers, supports, conduits, conductors, cables, insulators, anchors, guy wires, counterpoise conductors, substations, switching yards, communications circuits, subsurface grounding devices, security fencing around substations and switching yards, and other

appliances connected therewith, which are now, or may be in the future, located on, over, across, or under the Premises. As used in this Agreement and Exhibit C, the term "equipment and facilities depicted generally on Exhibit B" includes any equipment or facilities installed in the same location as depicted generally on Exhibit B to repair or replace such equipment or facilities. Grantor shall at all times have the right of access, ingress, and egress to the Premises and all rights and privileges necessary or convenient for the full enjoyment and use of the Premises for the purposes described above, including the right to keep the Premises clear, by any means including chemical applications, of all trees and vegetation and other obstructions which might interfere with Grantor's use of the Premises, except that any chemical applications shall have the prior approval of the Grantee, which approval shall not be unreasonably withheld. Grantor shall be responsible for exercising these rights in compliance with all applicable regulations, permits, orders or approved corrective action or remediation plans. Grantor's equipment and facilities shall be modified, removed, and/or relocated as needed to perform assessment or remediation activities or to comply with such regulations, permits, orders, or approved corrective action or remediation plans and the financial responsibility therefor shall be determined pursuant to Subsection 7.7 of this Agreement. Before drilling, digging, excavating, or otherwise disturbing the subsurface of the Premises, Grantor shall notify the Grantee of the location and nature of the subsurface work and seek information on restrictions applicable to or hazards associated with such subsurface disturbances and take the precautions necessary to insure that such activities comply with any applicable regulation, permit, order, or approved corrective action or remediation plan and shall be responsible for any specific remediation obligations created by disturbance of the subsurface by Grantor. Similarly, before installing on the Premises any equipment or facilities in addition to the equipment and facilities depicted generally on Exhibit B, Grantor shall notify Grantee of the nature and location of the intended installation and shall be responsible for any specific remediation obligations created by construction of such additional equipment and facilities.

- 2.2 **Ownership of Facilities and Equipment on the Premises.** Grantor does hereby specifically reserve, except and retain to itself, its successors and assigns ownership of and title to any and all equipment and facilities which are currently located on the Premises and those which may be placed on the Premises in the future, pursuant to the easement retained by Grantor as described in Subsection 2.1 of this Agreement. The general types and quantities and approximate locations of Grantor's equipment and facilities which currently exist on the Premises are shown on Exhibit B. More specific and detailed information on the types, quantities, dimensions and locations of such equipment and facilities will be provided to Grantee by Grantor on request. If any release of a hazardous substance on the Premises occurs from Grantor's equipment and facilities,

Grantor shall remediate said release in accordance with applicable federal, state, and local laws and regulations. Grantor shall not store, treat or dispose on the Premises any hazardous substance or waste material which contains any hazardous substance. Grantor's equipment and facilities on the Premises shall comply with applicable codes, standards, regulations and laws.

- 2.3 Grantee's Use of the Premises.** Grantee may make any use of the Premises that will not interfere with the Grantor's easement reserved in Subsection 2.1 above, provided however, that the Grantee must notify the Grantor in advance of the nature and location of any use other than investigation, assessment, monitoring, corrective action or remediation, maintenance activities and any other use or activity necessary, appropriate, convenient or required to address hazardous substances on the Premises. As used in this Agreement and Exhibit C, the term "hazardous substances" refers to those substances defined in 42 U.S.C. § 9601(14). Any use of the Premises by the Grantee, especially those which may result in a change of the finished slope or grade of the Premises, shall be performed in such a manner so as not to cause Grantor's equipment and facilities to be in violation of the standards and specifications of the National Electric Safety Code and other standards and specifications imposed on such equipment and facilities by federal or state laws and regulations, unless required by an applicable regulation, permit, order, or approved corrective action or remediation plan. If Grantee's use of the Premises will unavoidably create a condition which will cause such a violation, Grantee shall notify Grantor in writing at least 15 days in advance. Grantee shall use caution in operating machinery and equipment on the Premises to assure clearance between the machinery and equipment and Grantor's equipment and facilities. Before drilling, digging, excavating, or otherwise disturbing the subsurface of the Premises, Grantee shall notify Grantor and seek information as to underground equipment and facilities in the area where such activities will take place and the precautions necessary to insure that Grantor's underground equipment and facilities are not damaged or destroyed.
- 2.4 Mineral and Mining Rights.** All mineral and mining rights in the Premises not owned by Grantor.
- 2.5 Existing Easements and Rights-of-way.** All existing easements and rights-of-way in favor of third parties for public utilities, public roads, electric power facilities, telephone lines, railroad lines and the facilities located thereon.
- 2.6 Prior Rights of Others.** Any and all prior rights of others which would be evident by a survey of the Premises whether or not documents therefor are of record.

- 2.7 **Property Taxes.** Any liens for ad valorem taxes for the current year which constitute a lien not yet payable, which lien Grantor shall pay.
- 2.8 **Indenture.** That certain indenture executed by Grantor to the Chemical Bank and Trust Company (now Chemical Bank), as Trustee, dated January 1, 1942, as amended and supplemented. Grantor warrants that it will, within One Hundred Twenty (120) days from the date of this conveyance, secure release from said indenture of the Premises subject to the rights retained herein by Grantor.
- 2.9 **Abandonment.** In the event the Grantor completely removes each and every item of equipment or facilities on the Premises and makes no use of any part of the Premises for purposes within the scope of the easement reserved herein for a period of one year, the Grantee may give the Grantor written notice of the apparent abandonment and the Grantor's easement shall expire and terminate if the Grantor makes no use of any part of the Premises for purposes within the scope of said easement for a period of one year from the receipt by the Grantor of such notice, after which time the Grantee shall have complete title to the entirety of the Premises as if no easement had ever been reserved.
3. **Remediation Responsibilities.** Grantee will, at its sole cost and responsibility and with no contribution or involvement of Grantor except involvement related to the protection of Grantor's rights reserved under subsection 2.1 above or otherwise as stated in this Agreement, conduct and perform all negotiations with regulatory agencies, and any and all investigations, assessments, cleanup, remediation, and/or corrective action as may be required to address hazardous substances on the Premises and any conditions on adjacent lands caused by migration of hazardous substances from the Premises and also will be responsible, at its sole cost and responsibility and with no contribution or involvement of Grantor except as stated in this Agreement, for natural resource damage claims related to the Premises and such adjacent land.
4. **Access to Other Property.** After providing to Grantor advance notice of the time, date, and expected duration of entry, Grantee shall have the right of reasonable access to property adjacent to the Premises and belonging to Grantor as necessary to assess and investigate the migration of hazardous substances outside the boundaries of the Premises and, as necessary, to implement any required cleanup, remediation, or corrective action.
5. **Information Requirements.** Grantee promises to notify and inform Grantor of significant determinations or developments of a technical, regulatory, or legal nature relating to the assessment, remediation and/or corrective action on the Premises. Grantee shall provide to Grantor copies of all correspondence to and from all agencies involved in the cleanup and other interested parties by some convenient and prompt means. Such notification shall include information already possessed by the Grantee or developed in the course of assessment or remediation activities on the types, quantities, and location

of all hazardous substances which are confirmed to be present on the Premises and the precautions necessary to protect individuals who enter the Premises, at the direction of Grantor or in furtherance of Grantor's purposes, from exposure to hazardous substances at or from the Premises.

6. **Confidentiality of Shared Information.** Grantee's performance under Section 5 of this Agreement may result in the transmission of information that is either confidential (known only to Grantee or its attorneys and/or consultants), preliminary (incomplete or unverified), or for settlement purposes (with governments or other interested parties). Grantor acknowledges Grantee's desire and responsibility to manage the assessment and remediation of the Premises, including communications with relevant authorities and the public, and pledges its good faith cooperation with Grantee's efforts. Grantor, therefore, agrees to not reveal information the Grantee identifies as confidential, preliminary, or settlement information to persons outside the Grantor, its attorneys, and/or consultants when so requested by Grantee. Grantor may, however, reveal such information: (a) to any employee, subcontractor, or agent of the Grantor when necessary to protect them or the Grantor's equipment or facilities and after obtaining their commitment to maintain the confidentiality of the information, (b) in response to any legal obligation or authority after notice to the Grantee and a reasonable opportunity for Grantee to intervene, (c) in defense or support of any claim made for or against the Grantor where the Grantor is not in breach of this Agreement by reason of such claim and after notice to the Grantee, and (d) whenever the Grantor presents credible evidence to the Grantee that the information has become public without a breach of this section.
7. **Releases, Indemnities, Reimbursements, Notices and Covenant Not to Sue.**
 - 7.1 **Cleanup, Remediation, and Corrective Action Costs.** Grantee agrees to release, and promises to protect, indemnify, hold harmless, and defend Grantor, its parents, subsidiaries, affiliates, successors and assigns, and its officers, directors, employees, and agents from and against any and all costs, expenses, expenditures, and claims in the nature of assessment, cleanup, remediation, or corrective action costs related to the cleanup or remediation of the Premises and adjacent property, including groundwater, to which hazardous substances have migrated from the Premises, such as those which may be provided for under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, as amended, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, as amended, and similar existing state or federal laws or causes of action.
 - 7.2 **Damages in the Nature of Natural Resource Damages.** Grantee agrees to release, and promises to protect, indemnify, hold harmless, and defend Grantor, its parents, subsidiaries, affiliates, successors and assigns, and its officers, directors, employees, and agents from and against any and all costs, expenses,

expenditures, and claims in the nature of natural resource damages related to the presence of hazardous substances on the Premises and adjacent property, including groundwater, to which hazardous substances have migrated from the Premises, such as those which may be provided for under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.*, as amended, and similar existing state or federal laws or causes of action. Grantee expressly denies any responsibility for causes of action or theories of liability that do not exist under law as of the date of this Agreement or are created by amendments of existing law or future laws adopted after the date of this Agreement.

- 7.3 Injuries from Future Exposure to Hazardous Substances.** Grantee agrees to release, and promises to protect, indemnify, hold harmless, and defend Grantor, its parents, subsidiaries, affiliates, successors and assigns, and its officers, directors, employees, and agents from and against losses, costs, penalties, fines, damages, demands, actions, expenses, expenditures, and claims of every nature and character which result or which may be claimed to result from injury to, or death of, any person or from loss, injury, or damage to property or an interest of any kind or nature, to whomsoever belonging, which are alleged to be caused by or arises solely from exposure to hazardous substances at or from the site when the exposure occurs after the execution of this Agreement. This indemnity shall be valid even if such exposure was caused by or resulted from the negligence of the Grantor. This indemnity shall not apply to claims for exposure to hazardous substances from Grantor's equipment and facilities on the Premises or to claims brought by current or former employees, agents, contractors, or subcontractors of Grantor when the exposure occurs while such individuals were present on the Premises at the direction of Grantor or in furtherance of the Grantor's purposes after execution of this Agreement, such claims being governed by Subsection 7.5 of this Agreement.
- 7.4 Injuries to Grantee's Employees, Agents, and Contractors from Grantor's Equipment and Facilities.** Grantee agrees to release, and promises to protect, indemnify, hold harmless, and defend Grantor, its parents, subsidiaries, affiliates, successors and assigns, and its officers, directors, employees, and agents from and against losses, costs, penalties, fines, damages, demands, actions, expenses, expenditures, and claims of every nature and character which result or which may be claimed to result from injury to, or death of, any current or former employee, agent, contractor, or subcontractor of Grantee or from loss, injury, or damage to property or an interest of any kind or nature, belonging to any current or former employee, agent, contractor, or subcontractor of Grantee, which occur after execution of this Agreement and are alleged to be caused, in whole or part, by Grantor's equipment or facilities on the Premises or on any land owned by the Grantor to which said persons enter at the direction of the Grantee or in

furtherance of the Grantee's purposes pursuant to Sections 3 and 4 of this Agreement. This indemnity shall be valid even if the injury to Grantee's current or former employees, agents, contractors, or subcontractors was caused by or resulted from the negligence of the Grantor or a noncompliance with applicable codes, standards, regulations or laws.

7.5 Injuries to Grantor's Employees, Agents, and Contractors from Future Exposure to Hazardous Substances. Grantor agrees to release and promises to protect, indemnify, hold harmless, and defend Grantee, its parents, subsidiaries, affiliates, successors and assigns, and its officers, directors, employees, and agents from and against losses, costs, penalties, fines, damages, demands, actions, expenses, expenditures, and claims of every nature and character which result or which may be claimed to result from injury to, or death of, any current or former employee, agent, contractor, or subcontractor of Grantor from loss, injury, or damage to property or an interest of any kind or nature, belonging to any current or former employee, agent, contractor, or subcontractor of Grantor, which are alleged to be caused in whole or part from the exposure of current or former employees, agents, contractors, or subcontractors of Grantor to hazardous substances on the Premises when such exposure occurs after execution of this Agreement while such individuals were present on the Premises at the direction of Grantor or in furtherance of Grantor's purposes. This indemnity will not apply when the exposure results from a failure by Grantee to keep Grantor informed as required by Section 5 of this Agreement. Otherwise, this indemnity shall be valid even if the exposure of Grantor's current or former employees, agents, contractors, or subcontractors to hazardous substances on the Premises was caused by or resulted from the negligence of the Grantee.

7.6 Notice of Costs, Expenses, Expenditures and Claims.

7.6.1 Notification. If any action, proceeding or claim is brought or assessed against the Grantor or Grantee, which action, proceeding or claim, if determined adversely to the interest of Grantor or Grantee, would entitle it to indemnity pursuant to this Agreement, then such indemnified party shall protect its interests and promptly notify the other indemnifying party of the same in writing, and the indemnifying party shall be obligated to assume and pay for the defense and provide indemnity in accordance with this Agreement. Failure to promptly notify the indemnifying party will be considered a material breach of this Agreement and will, if the failure is prejudicial to the indemnifying party's ability to defend the claim, relieve the indemnifying party of any and all obligations to defend and indemnify the indemnified party against such action, proceeding or claim or the resulting disposition thereof or liability thereon. The indemnifying party, upon receipt of a notification requesting indemnification pursuant

to this Agreement, shall promptly notify the indemnified party, in writing, that the indemnifying party shall indemnify the indemnified party as to the matter or that the indemnifying party rejects the request for indemnification.

7.6.2 Enforcement Cost Recovery. In any action brought by Grantor or Grantee against the other party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover from the opposing party the reasonable attorney's fees and costs incurred by it in prosecuting or defending the enforcement action.

7.6.3 Cooperation in Indemnification. Grantor and Grantee, whenever either is an indemnified party, agree to cooperate fully in the implementation of the obligations and rights for indemnification under this Agreement, including but not limited to the execution of necessary documents and the reasonable availability of personnel or documents at no cost for time of employees and/or agents.

7.7 Cost of Relocation, Reinstallation, and Replacement of Grantor's Equipment and Facilities.

7.7.1 Facilities Depicted Generally on Exhibit B. If Grantor's equipment and facilities depicted generally on Exhibit B to this Agreement are modified, removed, and/or relocated pursuant to the provisions of Subsection 2.1 above, Grantee hereby assumes 50% of the financial responsibility, and will promptly reimburse Grantor accordingly based on an accounting of actual costs incurred by Grantor for such work, for any such relocation, reinstallation and/or replacement of Grantor's equipment and facilities.

7.7.2 Added Facilities. With regard to equipment and facilities installed on the Premises in addition to equipment and facilities depicted generally on Exhibit B (hereinafter "added facilities") which are required to be modified, removed and/or relocated to comply with any remediation regulation, permit, order, corrective action or remediation plan which is approved by any state or federal agency or court with jurisdiction over the response to hazardous substances on the Premises, the Grantor shall perform the required modification, removal and/or relocation at its own expense. With regard to any other added facilities that are modified, removed and/or relocated pursuant to the provisions of Subsection 2.1 above in order to perform assessment or remediation activities, the Grantee shall be responsible for and shall promptly reimburse the Grantor, based on an accounting of actual costs incurred by Grantor for such work,

for 50% of the actual costs incurred by the Grantor for any such modification, relocation or removal.

7.8 **Covenant Not to Sue.** Except to enforce provisions of this Agreement or any covenants contained in the deed conveying the Premises to Grantee, Grantor promises not to sue Grantee for recovery of assessment, remediation, and/or corrective action costs or natural resource damages to the extent of the releases in Subsections 7.1 and 7.2. Likewise, Grantor will not allow the assignment or transfer to any third party any right Grantor may possess to sue Grantee for the immediately aforementioned costs or damages. If Grantor provides notice to Grantee pursuant to Subsection 7.6 and Grantee does not assume the defense of the action in question, Grantor reserves the right to implead Grantee, assert any available counter-claims, cross-claims or defenses against Grantee, and present any argument or evidence supporting such counter-claims, cross-claims, and defenses in any action for the recovery of cleanup, remediation, or corrective action costs brought against Grantor by any third party or governmental entity.

7.9 **Limitations.** Any claim or liability not specifically addressed by one of the above provisions in this section, such as third party toxic tort claims based on exposure to hazardous substances which occurred prior to the execution of this Agreement, is outside the scope of these provisions and shall not be governed by them. The financial responsibility, as between Grantor and Grantee, for such claims or liabilities will be settled when and if these claims or liabilities arise in whatever forum and by whatever means are appropriate. The provisions set forth above in this section shall not be interpreted as a waiver of or agreement not to sue or assert any claim, defense, counter-claims, and cross-claims, argument or evidence either party may wish to assert in any action brought by either party or any third party, including governmental entities, except where specifically provided for in the provisions of this section set forth above or as otherwise stated in this Agreement. Further, Grantor and Grantee reserve all of their respective rights in the case of any breach of this Agreement or nonperformance of any provision in this Agreement. In the event that any agreement of the Grantee to release and indemnify the Grantor is invalidated to any extent or held unenforceable, Grantor's covenant not to sue Grantee is to the same extent invalid by agreement and Grantee hereby agrees not to assert any defense of laches or any applicable statute of limitations based on the time period between the execution of this Agreement and the invalidation or unenforceability of Grantee's agreement to release and indemnify Grantor. The Grantee's immediately aforesated agreement regarding time-based defenses shall not affect any other claims or defenses Grantee may have to any action Grantor may bring.

8. **Taxes.** Grantor will pay ad valorem taxes assessed against the Premises by reason of the Grantor's easement or the Grantor's equipment or facilities located on the Premises.

Taxes applicable to the transfer of the Premises shall be shared equally by Grantor and Grantee.

9. **Payment Amount.** Grantor will submit, upon closing of the real estate conveyance, a one-time payment to Grantee of \$775,000.00 in complete fulfillment of Grantor's financial responsibility as stated in this Agreement.
10. **Closing Date and Place.** The conveyance shall be closed and the Deed, in the form of the Deed attached as Exhibit C hereto, and possession of the Premises shall be delivered to Grantee by Grantor on or before December 31, 1993 (the "Closing Date"). The Closing shall be held at Anniston, Alabama.
11. **Closing Requirements.** At Closing, the Premises shall be conveyed, assigned and delivered to Grantee according to the following provisions.
 - 11.1 **Grantor's Requirements.** Grantor shall execute and/or deliver the following to Grantee:
 - 11.1.1 The Deed covering the Premises in the form of Exhibit C hereto and containing the legal description of the Premises as shown in Exhibit A hereto.
 - 11.1.2 The consideration set forth in Section 9 of this Agreement.
 - 11.1.3 Possession of the Premises, subject to the exceptions and reservations set forth in the Deed.
 - 11.2 **Disclaimers and Limitations.** Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Premises including, but not limited to, the water, soil and geology, and the suitability thereof for any uses Grantee may elect to conduct thereon, and (ii) except for any warranties contained in the deed conveying the Premises from Grantor to Grantee, the nature and extent of any right-of-way, possession, lien, encumbrance, license, reservation, condition or otherwise. Grantor has not made and does not make any representations concerning the physical condition, the habitability or the quality of construction, workmanship, merchantability or fitness for any particular purpose, the accuracy or completeness of any information or data provided by Grantor to Grantee and compliance with law or any other matter affecting or related to the Premises. Grantee expressly acknowledges that no such other representations have been made. It is expressly understood and agreed that the Premises contain hazardous substances and that the Premises are being conveyed hereunder "AS IS" and "WITH ALL FAULTS", without any representation or

warranty by Grantor. Grantee expressly acknowledges to Grantor that Grantee has entered into the Settlement Agreement and accepted the conveyance of the Premises without relying upon any such representation or warranty by Grantor, its agents or contractors, or by any other person or entity with respect to the condition of the Premises or any part thereof.

11.3 Grantee's Requirements. Grantee shall execute the Deed.

12. Warranties and Representations of Grantor and Grantee. Grantor and Grantee hereby represent and warrant to and in favor of each other that, as of the date hereof:

12.1 They each have or will obtain all requisite power and authority to enter into this Agreement and consummate the transactions herein contemplated and all necessary and proper corporate action, approvals and authorizations have been taken or given to authorize the execution and delivery of this Agreement and the performance of the obligations hereunder. This Agreement shall be enforceable in accordance with its terms upon each of them.

12.2 They each are corporations duly organized, validly existing, and in good standing in the jurisdiction of their incorporation and in the State of Alabama.

12.3 The execution and performance of this Agreement will not be a default under or otherwise violate any material contract or agreement, or any order, law or regulation to which either of them may be subject.

13. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties and their respective successors and assigns. The provisions, conditions, and undertakings hereinabove concerning the Premises and the easement retained by the Grantor, shall constitute covenants and shall run with the title to the land herein conveyed and be applicable and binding forever between the parties and their successors and assigns. No assignment hereof by Grantor or Grantee shall be valid without the prior written consent of the other party which may be withheld at such party's sole discretion and without regard to any commercial standard.

14. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by the law of the State of Alabama, including its conflict of law rules.

15. Amendment. No amendment of this Agreement shall be effective unless in writing and signed by the parties hereto.

16. Construction of Agreement.

16.1 Negotiated Document. This Agreement shall be construed and interpreted without reference to the principle that a contract is to be construed against the drafter thereof. It is acknowledged and agreed by the parties hereto that the provisions hereof have been drafted by both parties hereto through the course of negotiations.

16.2 No Admission of Liability. This Agreement shall not, under any circumstances, be construed as an admission by any person, entity or party (including Grantor and Grantee) of any liability with respect to the Premises. This Agreement shall not constitute or be used as evidence of any admission by any person, entity, or party (including Grantor and Grantee), nor be admissible in any proceeding except an action brought by either Grantor or Grantee against the other party to seek enforcement of any of the terms herein.

17. Merger; Entire Agreement. It is understood and agreed that all undertakings and agreements previously had between the parties and their counsel or other representatives are merged in this Agreement, which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying upon any statement or representation, or warranty not embodied in this Agreement, made by or on behalf of the other. This Agreement and any Exhibits attached hereto state the entire agreement between the parties and merge in this Agreement all statements, representations, and covenants heretofore made, and any other agreements not incorporated herein are void and of no force and effect.

18. No Recordation of Agreement. Both Grantor and Grantee agree that, except for a deed in the form of Exhibit C hereto, neither will at any time record this Agreement, or any memorandum, abstract or notice thereof. However, Grantee will provide this Agreement to any party to whom the Grantee agrees to transfer ownership or control of the Premises.

19. Attorney and Other Fees. Grantee and Grantor each shall pay its own attorney's, accountant's and consultant's fees in connection with this Agreement, except as provided for in Subsection 7.6.2.

20. Unenforceable Provisions. In case any one or more of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby except as specifically provided for in Subsection 7.9 of this Agreement.

21. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
22. **No Waiver to Affect Another.** No waiver of any right or default hereunder shall extend to or shall affect any other right or any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon.
23. **Time of the Essence.** Time shall be of the essence of this Agreement and the transactions contemplated herein.
24. **Exhibits.** The following Exhibits are attached hereto and made a part of this Agreement for all purposes:
- | | |
|-----------|---------------------------|
| Exhibit A | Description of Premises |
| Exhibit B | Depiction of the Premises |
| Exhibit C | Form of Deed |
25. **Survival.** Grantor and Grantee intend that all the provisions of this Agreement shall survive and remain fully effective and undisturbed notwithstanding the execution of a deed in the form of Exhibit C attached hereto or any generally applicable principles of merger associated with and otherwise applicable to documents of real estate conveyances.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be duly executed as of the day and year first above written.

GRANTOR:

ALABAMA POWER COMPANY

By: W. Ronald Smith
Its: Vice-President

GRANTEE:

MONSANTO COMPANY

By: Michael R. Foreman *MK*
Its: Director Remedial Projects

STATE OF ALABAMA

CALHOUN COUNTY

I, the undersigned authority, a notary public in and for said county in said state, hereby certify that W. (Bernard) Smith, whose name as Vice President, of ALABAMA POWER COMPANY, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 20th day of December, 1993.

Cynthia L. Carr
Notary Public

[Notarial Seal]

My Commission Expires: 7-31-95

STATE OF Missouri

COUNTY OF St. Charles

I, Joani M. Madden, a notary public in and for said county in said state, hereby certify that Michael R. Forcsman, whose name as Director, Remedial Project of MONSANTO COMPANY, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, He, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 22nd day of December, 1993.

Joani M. Madden
Notary Public

[Notarial Seal]

My Commission Expires: NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 29, 1995
ST. CHARLES COUNTY

EXHIBIT A

Legal Description of the Premises

A parcel of land in the southwest 1/4 of Section 12, Township 16 South, Range 7 East, more particularly described as follows:

Commence at the northwest corner of Section 12, Township 16 South, Range 7 East, thence S 34 degrees 20' 06" E 3197.76 feet to the point of beginning; thence S 89 degrees 50' 02" E 452.23 feet; thence S 00 degrees 18' 13" E 329.82 feet; thence N 89 degrees 46' 10" E 195.01 feet; thence S 00 degrees 18' 55" E 257.56 feet; thence S 33 degrees 03' 55" E 484.29 feet; thence S 71 degrees 13' 19" W 145.35 feet; thence S 72 degrees 22' 20" W 157.67 feet; thence S 73 degrees 49' 01" W 97.04 feet; thence N 89 degrees 14' 44" W 548.38 feet; thence N 00 degrees 45' 52" E 1108.21 feet to the point of beginning.

DSW 129074

EXHIBIT B

Depiction of the Premises

DSW 129075

EXHIBIT C

Form of Deed

This Instrument Prepared By:
Matthew W. Bowden
Balch & Bingham
1901 Sixth Avenue North, Suite 2600
Birmingham, Alabama 35203

Send Tax Notice To:

STATE OF ALABAMA

CALHOUN COUNTY

DEED

KNOW ALL MEN BY THESE PRESENTS; That ALABAMA POWER COMPANY, an Alabama corporation ("Grantor"), for and in consideration of One and No/100 Dollars (\$1.00), the covenants, releases, indemnities, and other undertakings set forth herein, and other good and valuable consideration given to it by MONSANTO COMPANY, a Delaware corporation ("Grantee"), the receipt of which is hereby acknowledged, Grantor, by these presents, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, subject to the covenants, terms, conditions, reservations, exceptions and limitations hereinafter set forth, the following described real estate situated in Calhoun County, Alabama, to wit:

A parcel of land in the southwest 1/4 of Section 12, Township 16 South, Range 7 East, more particularly described as follows:

Commence at the northwest corner of Section 12, Township 16 South, Range 7 East, thence S 34 degrees 20' 06" E 3197.76 feet to the point of beginning; thence S 89 degrees 50' 02" E 452.23 feet; thence S 00 degrees 18' 13" E 329.82 feet; thence N 89 degrees 46' 10" E 195.01 feet; thence S 00 degrees 18' 55" E 257.56 feet; thence S 33 degrees 03' 55" E 484.29 feet; thence S 71 degrees 13' 19" W 145.35 feet; thence S 72 degrees 22' 20" W 157.67 feet; thence S 73 degrees 49' 01" W 97.04 feet; thence N 89 degrees 14' 44" W 548.38 feet; thence N 00 degrees 45' 52" E 1108.21 feet to the point of beginning.

The above described lands, hereinafter called the "Premises," are shown outlined in bold on Exhibit A attached hereto.

THIS CONVEYANCE IS MADE SUBJECT TO AND THERE IS SPECIFICALLY RESERVED FROM THIS CONVEYANCE THE FOLLOWING:

1. **Grantor's Easement.** Grantor does hereby specifically reserve, except and retain to itself, its successors and assigns a perpetual easement to use the Premises and any portion thereof for electricity distribution and transmission and communications purposes. Grantor shall have the right to continue using all electricity distribution, transmission, and communications (including fiber optics) equipment and facilities currently existing on the Premises and may operate, maintain, change, relocate, or remove such equipment and facilities or install, operate, maintain, change, relocate, or remove such new equipment and facilities which Grantor, in its sole discretion, deems necessary or desirable to insure continuous, uninterrupted service in all areas served by such equipment and facilities. Nevertheless, the Grantor agrees that no equipment in

DSW 129076

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addition to the equipment and facilities depicted generally on Exhibit A will be installed on the Premises before January 1, 1999 except equipment and facilities needed to respond to a catastrophic loss or electric service emergency. Electricity distribution, transmission, and communications (including fiber optics) "equipment and facilities" includes, but is not limited to, electricity distribution, transmission, and communications lines, poles, towers, supports, conduits, conductors, cables, insulators, anchors, guy wires, counterpoise conductors, substations, switching yards, communications circuits, subsurface grounding devices, security fencing around substations and switching yards, and other appliances connected therewith, which are now, or may be in the future, located on, over, across, or under the Premises. As used in this Deed, the term "equipment and facilities depicted generally on Exhibit A" includes any equipment or facilities installed in the same location as depicted generally on Exhibit A to repair or replace such equipment or facilities. Grantor shall at all times have the right of access, ingress, and egress to the Premises and all rights and privileges necessary or convenient for the full enjoyment and use of the Premises for the purposes described above, including the right to keep the Premises clear, by any means including chemical applications, of all trees and vegetation and other obstructions which might interfere with Grantor's use of the Premises, except that any chemical applications shall have the prior approval of the Grantee, which approval shall not be unreasonably withheld. Grantor shall be responsible for exercising these rights in compliance with all applicable regulations, permits, orders or approved corrective action or remediation plans. Grantor's equipment and facilities shall be modified, removed, and/or relocated as needed to perform assessment or remediation activities or to comply with such regulations, permits, orders, or approved corrective action or remediation plans and the financial responsibility therefor shall be determined pursuant to Subsection 7.7 of that certain Settlement Agreement between the Grantor and Grantee dated December 20, 1993 and incorporated herein by reference in Section 10 hereof. Before drilling, digging, excavating, or otherwise disturbing the subsurface of the Premises, Grantor shall notify the Grantee of the location and nature of the subsurface work and seek information on restrictions applicable to or hazards associated with such subsurface disturbances and take the precautions necessary to insure that such activities comply with any applicable regulation, permit, order, or approved corrective action or remediation plan. Similarly, before installing on the Premises any equipment or facilities in addition to the equipment and facilities depicted generally on Exhibit A, Grantor shall notify Grantee of the nature and location of the intended installation and shall be responsible for any specific remediation obligations created by construction of such additional equipment and facilities.

2. **Ownership of Facilities and Equipment on the Premises.** Grantor does hereby specifically reserve, except and retain to itself, its successors and assigns ownership of and title to any and all equipment and facilities which are currently located on the Premises and those which may be placed on the Premises in the future, pursuant to the easement retained by Grantor as described in Section 1 of this Agreement. The general types and quantities and approximate locations of Grantor's equipment and facilities which currently exist on the Premises are shown on Exhibit A. More specific and detailed information on the types, quantities, dimensions and locations of such equipment and facilities will be provided to Grantee by Grantor on request. If any release of a hazardous substance on the Premises occurs from Grantor's equipment and facilities, Grantor shall remediate said release in accordance with applicable federal, state, and local laws and regulations. Grantor shall not store, treat or dispose on the Premises any hazardous substance or waste material which contains any hazardous substance. Grantor's equipment and facilities on the Premises shall comply with applicable codes, standards, regulations and laws.
3. **Grantee's Use of the Premises.** Grantee may make any use of the Premises that will not interfere with the Grantor's easement reserved in Section 1 above, provided however, that the Grantee must notify the Grantor in advance of the nature and location of any use other than investigation, assessment, monitoring, corrective action or remediation, maintenance activities and any other use or activity necessary, appropriate, convenient or required to address hazardous substances on the Premises. As used in this Deed, the term "hazardous substances" refers to those substances defined in 42 U.S.C. § 9601(14). Any

use of the Premises by the Grantee, especially those which may result in a change of the finished slope or grade of the Premises, shall be performed in such a manner so as not to cause Grantor's equipment and facilities to be in violation of the standards and specifications of the National Electric Safety Code and other standards and specifications imposed on such equipment and facilities by federal or state laws and regulations, unless required by an applicable regulation, permit, order, or approved corrective action or remediation plan. If Grantee's use of the Premises will unavoidably create a condition which will cause such a violation, Grantee shall notify Grantor in writing at least 15 days in advance. Grantee shall use caution in operating machinery and equipment on the Premises to assure clearance between the machinery and equipment and Grantor's equipment and facilities. Before drilling, digging, excavating, or otherwise disturbing the subsurface of the Premises, Grantee shall notify Grantor and seek information as to underground equipment and facilities in the area where such activities will take place and the precautions necessary to insure that Grantor's underground equipment and facilities are not damaged or destroyed.

4. **Mineral and Mining Rights.** All mineral and mining rights in the Premises not owned by Grantor.
5. **Existing Easements and Rights-of-way.** All existing easements and rights-of-way in favor of third parties for public utilities, public roads, electric power facilities, telephone lines, railroad lines and the facilities located thereon.
6. **Prior Rights of Others.** Any and all prior rights of others which would be evident by a survey of the Premises whether or not documents therefor are of record.
7. **Property Taxes.** Any liens for ad valorem taxes for the current year which constitute a lien not yet payable, which lien Grantor shall pay.
8. **Indenture.** That certain indenture executed by Grantor to the Chemical Bank and Trust Company (now Chemical Bank), as Trustee, dated January 1, 1942, as amended and supplemented. Grantor warrants that it will, within One Hundred Twenty (120) days from the date of this conveyance, secure release from said indenture of the lands conveyed hereunder subject to the rights retained herein by Grantor.
9. **Abandonment.** In the event the Grantor completely removes each and every item of equipment or facilities on the Premises and makes no use of any part of the Premises for purposes within the scope of the easement reserved herein for a period of one year, the Grantee may give the Grantor written notice of the apparent abandonment and the Grantor's easement shall expire and terminate if the Grantor makes no use of any part of the Premises for purposes within the scope of said easement for a period of one year from the receipt by the Grantor of such notice, after which time the Grantee shall have complete title to the entirety of the Premises as if no easement had ever been reserved.
10. **Notice of Covenants.** In addition to all terms contained elsewhere in this Deed, the Premises herein are conveyed subject to certain "Releases, Indemnities, Reimbursements, Notices and Covenants Not to Sue" set forth in Section 7 of that certain Settlement Agreement by and between Alabama Power Company and Monsanto Company dated the 20th day of December, 1993, which are more particularly described as follows:

Section 7.1. Cleanup, Remediation, and Corrective Action Costs.

- Section 7.2. Damages in the Nature of Natural Resource Damages.
- Section 7.3. Injuries from Future Exposure to Hazardous Substances.
- Section 7.4. Injuries to Grantee's Employees, Agents, and Contractors from Grantor's Equipment and Facilities.
- Section 7.5. Injuries to Grantor's Employees, Agents, and Contractors from Future Exposure to Hazardous Substances.
- Section 7.6. Notice of Costs, Expenditures and Claims.
- Section 7.7. Cost of Relocation, Reinstallation, and Replacement of Grantor's Equipment and Facilities.
- Section 7.8. Covenant Not to Sue.
- Section 7.9. Limitations.

Section 7 of said Settlement Agreement is incorporated herein by reference as though set out in full and the provisions thereof shall constitute covenants and shall run with the title to the land herein conveyed and be applicable and binding forever between the parties and their successors and assigns. Inquiries regarding this incorporation by reference should be directed to Monsanto Company, 800 N. Lindbergh Blvd., St. Louis, MO, 63167 or Alabama Power Company, 600 N. 18th Street, Birmingham, AL, 35203.

11. **Disclaimers and Limitations.** Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Premises including, but not limited to, the water, soil and geology, and the suitability thereof for any uses Grantee may elect to conduct thereon, and (ii) except for any warranties contained in the deed conveying the Premises from Grantor to Grantee, the nature and extent of any right-of-way, possession, lien, encumbrance, license, reservation, condition or otherwise. Grantor has not made and does not make any representations concerning the physical condition, the habitability or the quality of construction, workmanship, merchantability or fitness for any particular purpose, the accuracy or completeness of any information or data provided by Grantor to Grantee and compliance with law or any other matter affecting or related to the Premises. Grantee expressly acknowledges that no such other representations have been made. It is expressly understood and agreed that the Premises contain hazardous substances and that the Premises are being conveyed hereunder "AS IS" and "WITH ALL FAULTS", without any representation or warranty by Grantor. Grantee expressly acknowledges to Grantor that Grantee has entered into that certain Settlement Agreement made by and between Grantor and Grantee dated December 20, 1993 and accepted the conveyance of the Premises without relying upon any such representation or warranty by Grantor, its agents or contractors, or by any other person or entity with respect to the condition of the Premises or any part thereof.
12. **Covenants Running with the Land.** The provisions, conditions, releases, indemnities, and other undertakings hereinabove concerning the Premises and the easement retained by the Grantor, shall constitute covenants and shall run with the title to the land herein conveyed and be applicable and binding forever between the parties and their successors and assigns.
13. **Settlement Agreement.** Grantor and Grantee intend that all the provisions of that certain Settlement Agreement made by and between Grantor and Grantee December 20, 1993, shall survive and remain fully

effective and undisturbed notwithstanding the execution of this conveyance or any generally applicable principles of merger associated with and otherwise applicable to documents of real estate conveyances.

TO HAVE AND TO HOLD unto the said Monsanto Company, a Delaware corporation, its successors and assigns, FOREVER.

IN TESTIMONY WHEREOF, the said Alabama Power Company, and Monsanto Company, by their duly authorized officers, have hereunto caused this instrument to be executed and to be effective this ____th day of December, 1993.

GRANTOR:

ALABAMA POWER COMPANY

WITNESS:

By: _____
Its: _____

GRANTEE:

MONSANTO COMPANY

WITNESS:

By: _____
Its: _____

STATE OF _____

COUNTY OF _____

I, _____, a notary public in and for said county in said state, hereby certify that _____, whose name as _____, of ALABAMA POWER COMPANY, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this ____ day of _____, 1993.

Notary Public

[Notarial Seal]

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

I, _____, a notary public in and for said county in said state, hereby certify that _____, whose name as _____ of Monsanto Company, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, _____, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this ____ day of _____, 1993.

Notary Public

[Notarial Seal]

My Commission Expires: _____

EXHIBIT A TO DEED

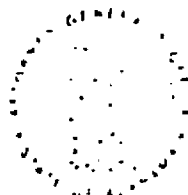
Depiction of Premises

[Final version of map shown as Exhibit B to Settlement Agreement to be attached here at the time of execution of the Deed].

DSW 129082

ADAD21-010756
HARTOLDMON0031733

OFFICE OF THE ATTORNEY GENERAL



CHARLES A. GRADDICK

ATTORNEY GENERAL
STATE OF ALABAMA



February 26, 1985

Mr. Joe Broadwater
Director
Alabama Department of
Environmental Management
1751 Federal Drive
Montgomery, Alabama 36130

Re: Monsanto Chemical Co.,
Anniston, Alabama

Dear Mr. Broadwater:

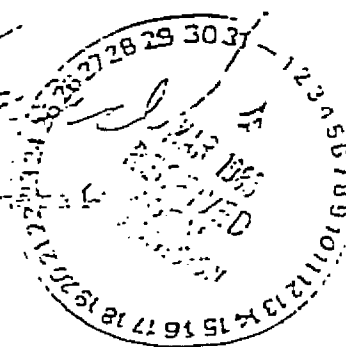
On Monday, February 25, 1985, members of the Attorney General's staff met with representatives of Monsanto Chemical Company concerning the finding by this office of PCBs in Snow Creek sediments. The levels found in some places were in excess of 100ppm and were as high as 149ppm in sediments approximately 1-1 1/2 miles from the plant. The analytical information on the samples is quite voluminous and we would be glad to transmit any of it which you might want. Please contact us on what information you want.

We expect to meet with the company again shortly and you or your representatives are invited to attend. We will inform you of the time of our next meeting and of further developments in this matter. Since this matter involves potential litigation, we would appreciate your office referring inquiries from Monsanto to this office and that your office do nothing which might jeopardize this potential litigation.

Sincerely,

R. TORALO KNEISGL

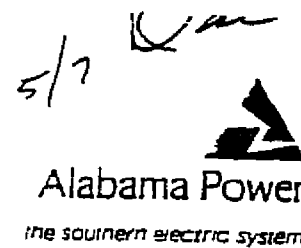
Assistant Attorney General



cc: David Ludder
Charles Horn
Dan Cooper

1985

April 13, 1993



Contact:

Buddy Elland
(205) 231-3316

ANNISTON--Alabama Power Company today notified state and federal environmental officials that preliminary analyses of material found at an Anniston substation indicate significant concentrations of polychlorinated biphenyls (PCBs). A protective cover is being installed over the material, although company officials have no reason to believe the site poses any immediate threat to public health and safety.

The material was discovered during a routine inspection of the 25 acre site located 2 miles west of Anniston. The April 7 inspection was part of Alabama Power's ongoing environmental assessment program. During that inspection, Alabama Power employees discovered a hardened tar-like material which had apparently seeped from a hillside above an electrical switchstation.

"The contamination at the site is not consistent with the location and operation of this electrical substation," said Ronnie Smith, manager of Alabama Power's Eastern Division. "The southern half of the substation property was used as a landfill prior to 1961, when Alabama Power acquired the property from Monsanto Chemical Company."

Initial screening tests indicate that the material tested could contain at least 3% PCBs. More sophisticated analyses are in process and will be completed next week.

(more)



"At this time, we are implementing a full-scale investigation of the site," Smith said. "In addition to filing reports with the required federal and state agencies, we are voluntarily notifying a number of state and local government officials, community groups and community leaders. Above all, Alabama Power is committed to ensuring that every necessary and appropriate action is taken in response to this situation to protect public health and the environment.

###

Fact Sheet

Discovery of Contamination at the
Anniston Transmission Substation
April 23, 1993



I. Site Location and History

Alabama Power Company owns and operates the Anniston Transmission Substation, which consists of three electrical switch yards on approximately 25 acres of land. Portions of this property have been in use for electrical operating purposes since 1918. The substation property is located two miles west of Anniston, Alabama in Calhoun County, on the north side of Highway 202. It is bordered by the Southern and L&N Railroad lines on the north, property owned by Monsanto Chemical Company on the east, Highway 202 on the south, and Old Coldwater Road on the west.

The southern half (13.3 acres) of the substation property was owned by Monsanto Chemical Company until November 27, 1961. At that time, Monsanto conveyed the parcel to Alabama Power Company in exchange for adjacent property then owned by Alabama Power Company that Monsanto needed to expand its plant operations in Anniston. A distribution substation, a portion of a transmission switchyard and several pole structures are now located on the parcel obtained in the trade with Monsanto. Access to the site is prevented by a security fence.

Until very recently, the parcel supported a thick growth of kudzu. Roughly five years ago, Alabama Power Company began to remove this kudzu and otherwise improve the appearance of the southern half of the substation property. By 1992, most of the kudzu had been removed.

II. Discovery of Contamination

As part of Alabama Power Company's ongoing environmental assessment program, a routine inspection of the substation was conducted on April 7, 1993. Alabama Power Company employees discovered a hardened tarlike material which had apparently seeped from an exposed hillside and certain carbon electrodes commonly associated with chemical manufacturing. The Company began immediately to investigate and assess the site. Preliminary analyses of samples of the discovered material revealed significant concentrations of Polychlorinated biphenyls (PCBs). Initial screening tests indicate that the material tested could contain at least 3% PCBs. More sophisticated analyses are in process and will be complete next week. At this time, the complete nature and extent of contamination is unknown. However, the Company has no reason to believe the site poses any immediate threat to public health and safety.

III. Source of Contamination

The contamination at the site is not consistent with the location and operation of this electrical substation. According to the previous owner, the southern half of the substation property was used as a landfill prior to Alabama Power Company's ownership. Contacts have been made with Monsanto to obtain all available information about this site's prior use.

IV. Actions Taken in Response

As mentioned above, Alabama Power Company began investigating and assessing this site immediately after its discovery on April 7, 1993. This investigation includes examining the Company's records related to the site, discussing the site with Monsanto, physically inspecting the site, and sampling and analyzing various materials from the surface of the hillside.

Alabama Power Company today reported its findings to the National Response Center, the Environmental Protection Agency and the Alabama Department of Environmental Management, as required by law. In addition, the Company is voluntarily notifying a number of state and local governmental officials, community groups, and community leaders. Furthermore, the Company is installing a protective cover over the exposed material.

Alabama Power Company, in conjunction with federal and state authorities, now plans to fully define the nature and extent of the contamination. This will involve a full-scale investigation of the site and the immediate vicinity. The Company will seek cooperation in this effort from previous owners of the site who may have important information on how the site was used before 1961.

Alabama Power Company is committed to ensuring that every necessary and appropriate action is taken in response to this problem in order to protect the public health and the environment. The Company welcomes any questions or comments about the site. They should be directed to Ronnie Smith, Alabama Power Company, Box 129, Anniston, Alabama, 36202 or (205) 231-3302.

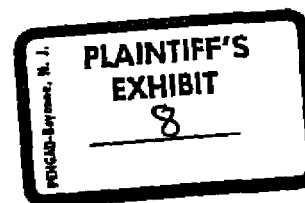
ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

In The Matter Of:

MONSANTO COMPANY
Anniston, Calhoun County, Alabama

I. D. No. ALD 004 019 048

CONSENT ORDER NO. 96-054-CHW



FINDINGS

Pursuant to the provisions of the Alabama Environmental Management Act, §§22-22A-1 through 22-22A-16, Code of Alabama (1975), as amended, the Alabama Hazardous Wastes Management and Minimization Act, §§22-30-1 through 22-30-24, Code of Alabama (1975), as amended, and the ADEM Administrative Code of Regulations ("ADEM Admin. Code R.") promulgated pursuant thereto, and without the adjudication of any issues of fact or law and upon the consent of the parties hereto, the Alabama Department of Environmental Management (hereinafter, "the Department") makes the following FINDINGS:

1. Monsanto Company (hereinafter, "Monsanto") is the owner and/or operator of a hazardous waste treatment, storage and disposal facility located on Highway 202 West, in Anniston, Calhoun County, Alabama, operating under authority of ADEM Hazardous Waste Facility Permit No. 004-019-048, issued September 9, 1986. Said permit authorized the operation by Monsanto of a landfill, container storage area, and surface impoundment, subject to certain conditions and limitations.

2. The Alabama Department of Environmental Management is a duly constituted agency of the State of Alabama pursuant to §§ 22-22A-1 through 22-22A-16, Code of Alabama 1975, as amended.

3. Pursuant to § 22-22A-4(n), Code of Alabama 1975, as amended, the Department is the state hazardous waste control agency for the purposes of the federal Solid

Waste Disposal Act, 42 U.S.C. 6901, et seq., as amended. In addition, the Department is authorized to administer and enforce the provisions of the Alabama Hazardous Wastes Management and Minimization Act, §§22-30-1 through 22-30-24, Code of Alabama (1975), as amended.

4. The subject facility is operated by Monsanto Company, a Delaware Corporation, for the production of industrial chemicals. The plant site consists of four tracts of property, separated by highways, railroads, and utility right-of-ways. In total, Monsanto owns 530 acres of which approximately 13 percent of the acreage is used for present operations.

5. Operations at the site began in 1917 with the formation of the Southern Manganese Corporation which manufactured ferro-manganese, ferro-silicon, ferro-phosphorus, and phosphoric acid. In 1927, the company began production of polyphenyl. In 1930, Southern Manganese Corporation became Swann Chemical Company. In 1935, Monsanto purchased Swann Chemical Company as its new Phosphate Division. In 1954, the Phosphate Division became the Inorganic Division with headquarters in St. Louis, Missouri. In the early 1970's, the site was transferred to the Agricultural Products Company, now called Monsanto Company, which has since maintained control.

6. Pursuant to §22-30-19(b), Code of Alabama (1975), as amended:

"Whenever, on the basis of any information, the department determines that there is or has been a release of hazardous waste into the environment from a facility authorized to operate under Section 22-30-12(1), the department may issue an order requiring corrective action or such other response measure as it deems necessary to protect human health or the environment."

7. Preliminary soil analyses conducted at the Monsanto facility indicate the presence of polychlorinated biphenyls (PCBs) both on and off-site of the Monsanto facility, to-wit: in and around the West-End Landfill (WEI); the East Drainage Ditch (EDD); and, the Northern Drainage Ditch (NDD).

8. PCBs are listed as a hazardous constituent pursuant to ADEM Admin. Code 335-14-2-Appendix VIII and 335-14-5-Appendix IX.

1A

9. Monsanto neither admits nor denies the Findings contained in this consent order. However, in an effort to cooperate with the Department and to address the findings cited above, Monsanto consents to the terms of this Order. Monsanto does not admit any violations of State or Federal law by entering into this Consent Order.

10. The Department agrees to this Consent Order upon a determination that the terms are in the best interests of the citizens of Alabama in addressing the findings cited hereinabove.

ORDER

Based upon the foregoing FINDINGS and pursuant to §§ 22-22A-5(10), 22-22A-5(12), 22-22A-5(18), and 22-30-19, Code of Alabama 1975, as amended, and with the consent of Monsanto it is hereby ORDERED:

A. That in order to minimize the risk of exposure to PCBs of people living in contaminated areas around the East Drainage Ditch, Monsanto shall undertake the following measures :

(1) Within (7) days of issuance of this Order, Monsanto shall begin efforts to relocate all residents located in dwellings that were sampled for PCB dust levels as found in Attachment I,

(2) Within twenty-one (21) days of issuance of this Order, Monsanto shall certify to the Department the completion of relocation efforts.

(3) Relocations required by Paragraphs A.(1) and A.(2) shall be required until such time as it is satisfactorily demonstrated that the risk of exposure at a given location (e.g., house and property) has been satisfactorily mitigated.

(4) It shall not be a violation of this Order if a resident refuses to be relocated at all, or refuses to be relocated within the timeframes set out in Paragraph A.(2).

(5) Monsanto shall offer to attempt to mitigate exposure for those residents who refuse to be relocated or who delay relocation pursuant to Paragraph A.(4).

(6) Monsanto shall offer weekly dust removal services to the Bethel Missionary Baptist Church, located at 801 Boynton Avenue, and to the Mars Hill Missionary Baptist Church, located at 1508 W. 6th Street, both located in Anniston, AL.

B. That in order to address potential PCB contamination in areas A, B, C and D, as identified in Attachment II, Monsanto shall undertake the following measures:

(1) Within seven (7) days of issuance of this Order, Monsanto shall submit to the Department a soil sampling plan for areas A, B, C, and D as identified in Attachment II.

(2) The sampling areas identified in Attachment II shall be prioritized in the order of: C, D, B, and A.

(3) Within fourteen (14) days of issuance of this Order, Monsanto shall begin implementation of the sampling plan.

(4) Beginning within twenty-one (21) days of issuance of this Order, Monsanto shall submit to the Department biweekly (once every two weeks) assessment reports containing data collected to date, and conducted pursuant to this Paragraph B.

(5) That within 30 days of completion of the sampling pursuant to this paragraph B, Monsanto shall submit a Final Assessment Report of activities with any additional recommendations.

(6) Any further action based on the Final Assessment Report to mitigate exposures shall be addressed by a subsequent Order or the AITWMA permit.

C. That in order to address other off-site areas to the west of the West End Landfill, to the north of the facility, and to the east of the facility that may have the potential for PCB contamination, Monsanto shall undertake the following measures:

(1) Within sixty (60) days of issuance of this Order, Monsanto shall identify all such areas of potential PCB contamination based upon past facility activities, known or suspected disposal activities, and known or suspected routes of migration, and shall propose a plan (with implementation schedule) for extensive sampling and analysis of all identified areas in order to accurately identify the concentration and boundaries of PCB

contamination. Unless directed otherwise by the Department in writing, Monsanto shall implement the sampling plan as proposed and scheduled.

(2) In accordance with the approved schedule, Monsanto shall submit to the Department a report of the assessment/investigation conducted pursuant to this Paragraph C.

(3) Any further action shall be addressed by a subsequent Order or the AHWMMMA permit.

D. That all sampling and analysis plans required under this Order shall be consistent with procedures under the Resource Conservation and Recovery Act (RCRA), Toxic Substance Control Act (TSCA), and the Comprehensive Environmental response, Compensation, and Liability Act (CERCLA).

E. That Monsanto shall complete the following Interim Measures (IM);

- (1) Complete recapping of the West End Landfill in accordance with the plan dated May 19, 1995;
- (2) Complete design and construction of run-off controls in area of the East drainage ditch.
 - (a) Design and construction schedule shall be submitted for approval within sixty (60) days of issuance of this Order.
 - (b) Construction of the run-off controls shall be completed according to an approved schedule.

F. That Monsanto shall characterize all wastes generated from remedial activities in accordance with 40 CFR Part 761, and ADEM Division 14 Hazardous Waste Rules. Any waste generated by remedial activities which exceed the regulatory threshold limits shall be managed in accordance with the aforementioned Rules.

G. That upon the failure by Monsanto to comply with any provision of this Order in the time or manner specified, Monsanto shall pay stipulated penalties as follows:

1127

- Two Thousand Dollars (\$2,000.00) per day for the first seven (7) days of such violation;
- Five Thousand Dollars (\$5,000.00) per day for the eighth through twenty-first day of violation; and,
- Eight Thousand Dollars (\$8,000.00) per day for each day thereafter the violation continues.

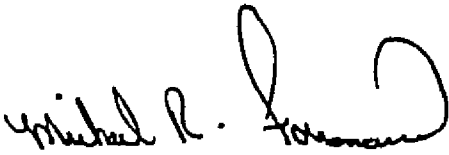
H. That this Consent Order shall apply to and be binding upon both parties, their directors, officers, and all persons or entities acting under or for them. Each signatory to this Consent Order certifies that he or she is fully authorized by the party he or she represents to enter into the terms and conditions of this Consent Order, to execute the Consent Order on behalf of the party represented and to legally bind such party.

I. That for purposes of this Order only, Monsanto agrees that the Department may properly bring an action to compel compliance with the terms and conditions contained herein in a court of competent jurisdiction, including, but not limited to, Montgomery County Circuit Court. Monsanto also agrees that in any action brought by the Department to compel compliance with the terms of this Agreement, Monsanto shall be limited to the defenses of Force Majeure and physical impossibility.

J. That this Order does not preclude the Department from taking other enforcement actions based on any Findings, should they constitute violations of other regulatory programs. Should additional facts and circumstances be discovered in the future concerning Monsanto, which would constitute possible violations not addressed in this Order, then such possible future violations shall be addressed in Orders as may be issued by the Department, litigation initiated by the Department, or such other enforcement action as may be appropriate, and Monsanto shall not object to such future orders, litigation or enforcement action based on the issuance of this Consent Order.

K. That by agreement of the parties, this Order shall be considered final and effective immediately upon signature of all parties. This Consent Order shall not be appealable, and Monsanto does hereby waive any hearing on the terms and conditions of same.

ORDERED and ISSUED this 8th day of March, 1996.


(Signature)

MICHAEL R. FOREMAN Director Pesticide Programs
(Please Print Name and Title)

Monsanto Company



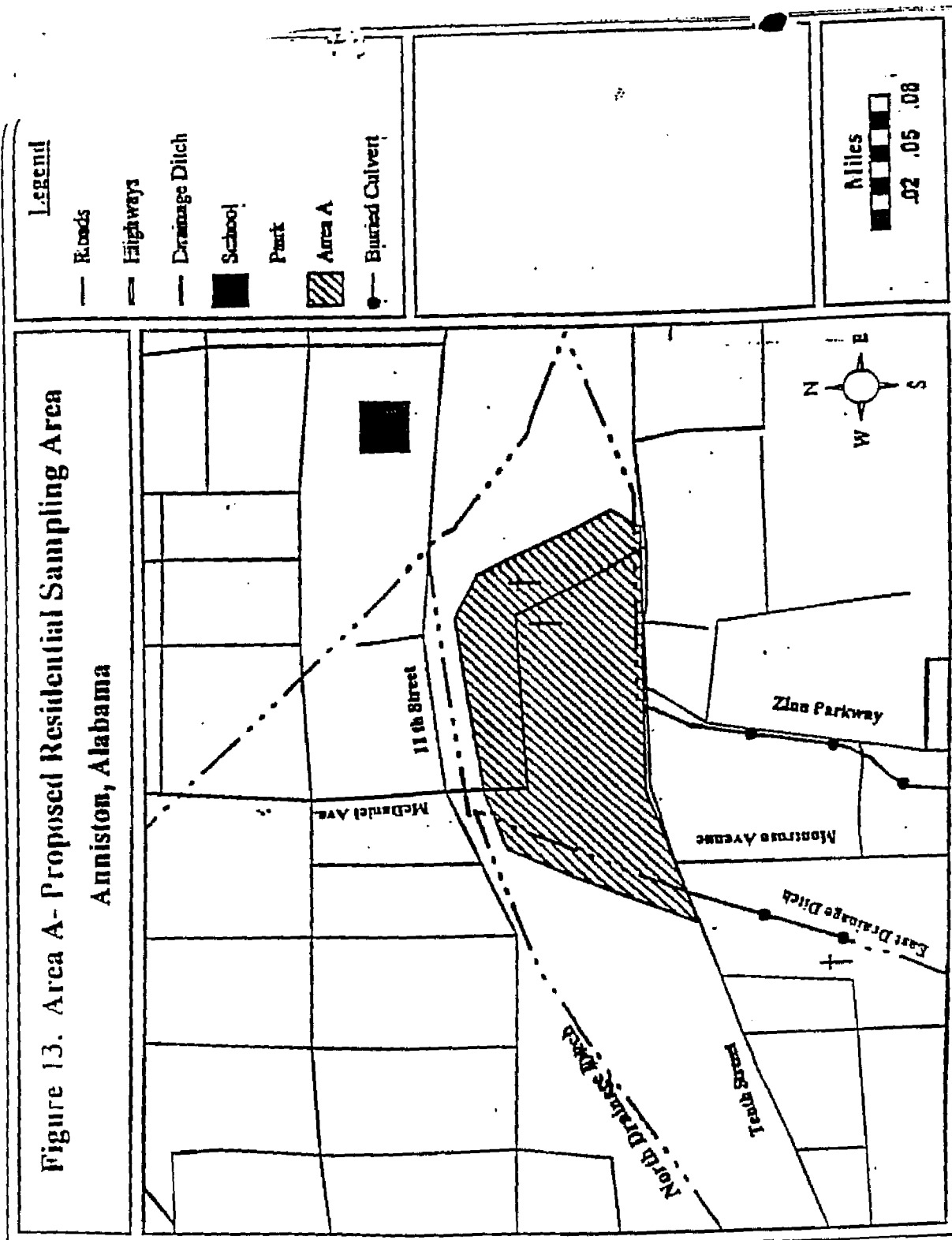
JAMES W. WARR, Acting Director
Alabama Department of
Environmental Management

NRT

ATTACHMENT I

STREET NO.	ADDRESS	CITY/STATE	ZIP
800	Boynton Avenue	Anniston, Alabama	36201
802	Boynton Avenue	Anniston, Alabama	36201
811	Boynton Avenue	Anniston, Alabama	36201
813	Boynton Avenue	Anniston, Alabama	36201
1501	W. Eighth Street	Anniston, Alabama	36201
517	Ferron Avenue	Anniston, Alabama	36201
527	Ferron Avenue	Anniston, Alabama	36201
529	Ferron Avenue	Anniston, Alabama	36201
610	Montrose Avenue	Anniston, Alabama	36201
612	Montrose Avenue	Anniston, Alabama	36201
625	Montrose Avenue	Anniston, Alabama	36201
710	Montrose Avenue	Anniston, Alabama	36201
714	Montrose Avenue	Anniston, Alabama	36201
720	Montrose Avenue	Anniston, Alabama	36201
800	Montrose Avenue	Anniston, Alabama	36201
810	Montrose Avenue	Anniston, Alabama	36201
814	Montrose Avenue	Anniston, Alabama	36201
907	Montrose Avenue	Anniston, Alabama	36201
915	Montrose Avenue	Anniston, Alabama	36201
1530	W. Sixth Street	Anniston, Alabama	36201
1531	W. Sixth Street	Anniston, Alabama	36201
1608	W. Sixth Street	Anniston, Alabama	36201
1612	W. Sixth Street	Anniston, Alabama	36201
800	Cobb Town Road	Anniston, Alabama	36201

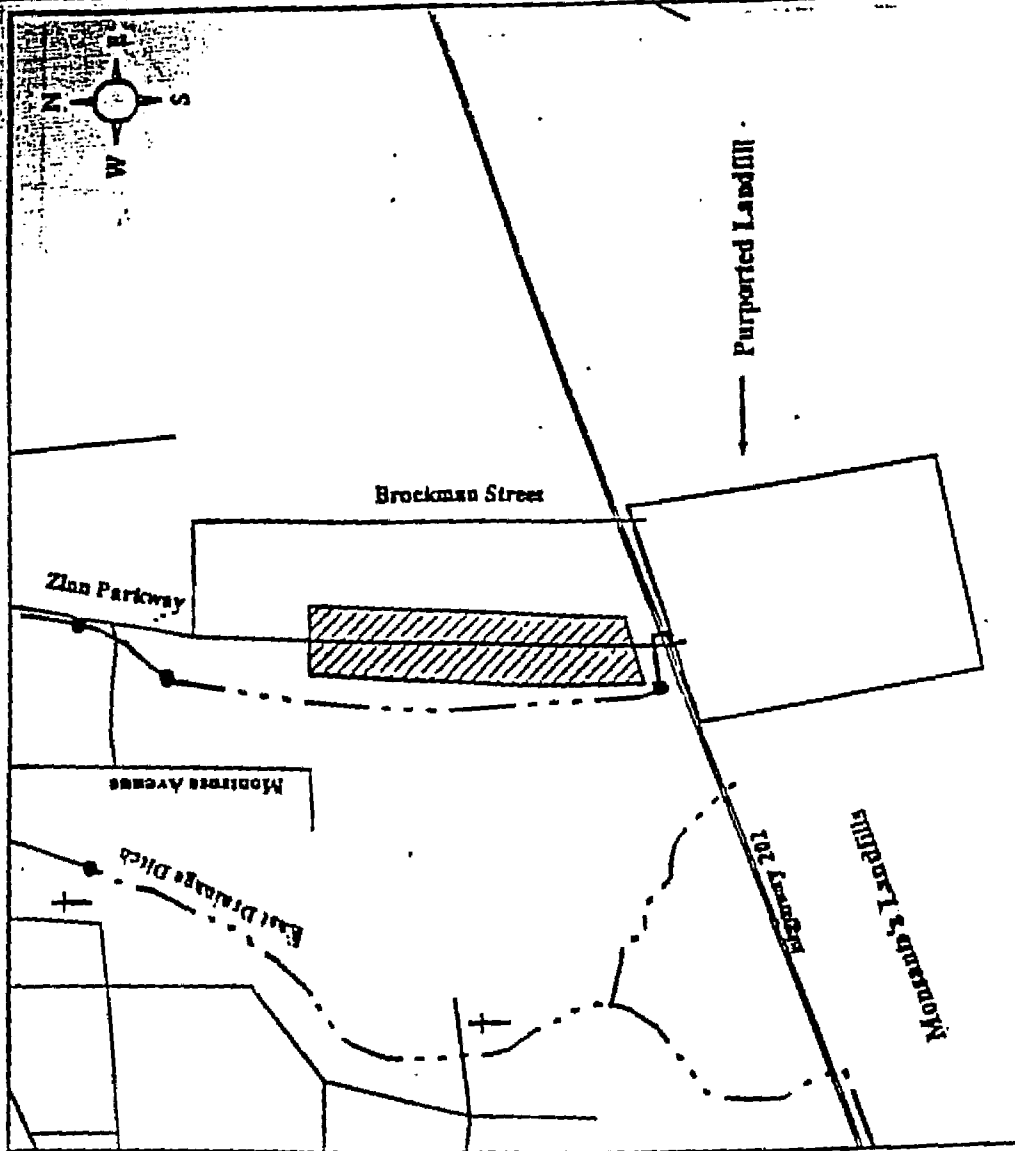
1417



ATTACHMENT II

Figure 14. Area B- Proposed Residential Sampling Area

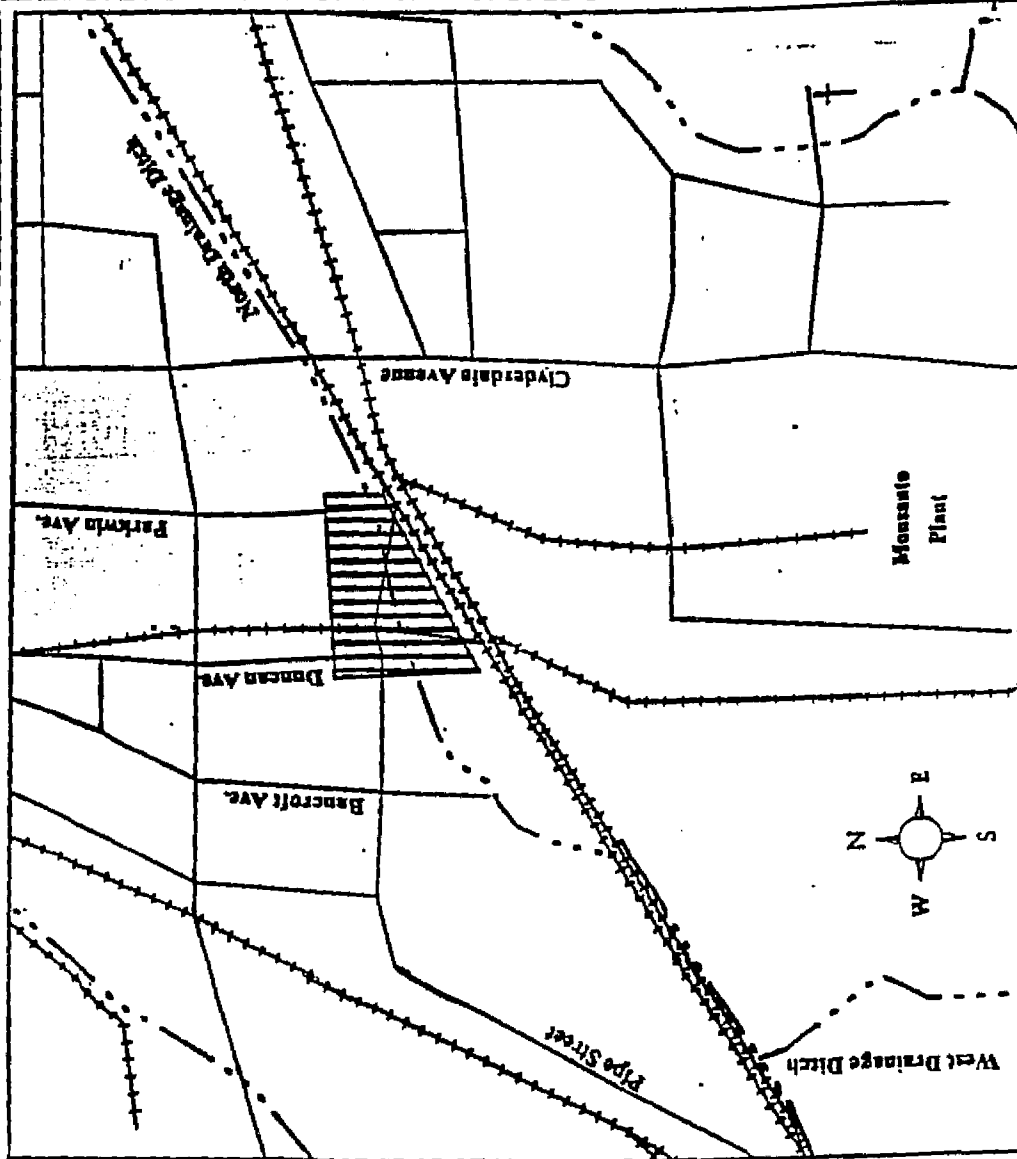
Anniston, Alabama



ATTACHMENT II

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HARTOLDMON0031748

**Figure 15. Area C- Proposed Residential Sampling Area
Anniston, Alabama**



Legend

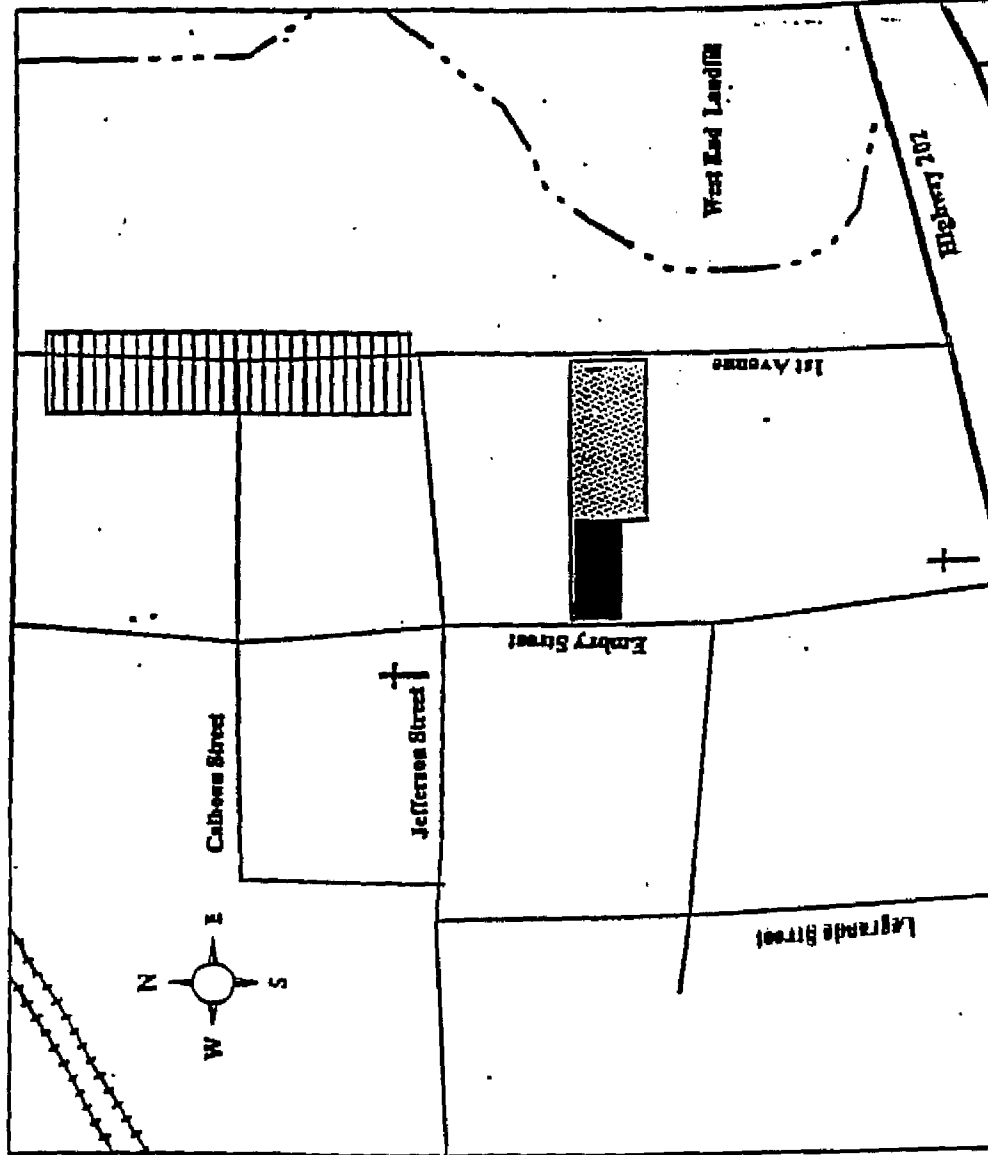
- Railroads
- Roads
- Highways
- East Drainage Ditch
- Area C

Miles



ATTACHMENT II

**Figure 16. Area D- Proposed Residential Sampling Area
Anniston, Alabama**

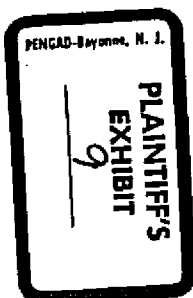


ATTACHMENT II

SIGN-IN SHEET

SITE:

MONSANTO MEETING
OXFORD, ALABAMA
MARCH 6, 1996



DO YOU

WISH TO BE
ADDED TO OUR

MAILING LIST?

(Please Print)	ADDRESS	REPRESENTING	PHONE #	
Shane Hitchcock	EPA - Removal	Progen	404/347-3731	X622
Steve Saurin	EPA - Removal		404/347-3931	X6135
Jim Kohlen	EPA - Deputy Director	Waste Division	404/347-3454	
Alan Farmer	EPA - Chief RCRA Branch	Atlanta, GA	404/347-3555	X6325
Miss McLean	EPA - RCRA Technology Section	"	"	X6343
Lucie Brooks	ADSM Permit Writer		334-270-5206	
John Perle	ADSM Chief Land Division		334-271-7132	
Stephen Cobb	ADSM, Chief Industrial Section		334-271-7239	
Geoff Hardy	ADSM Chief Engineering Branch - Land Division		334/271-7574	
Bill Davis	ADSM Chief North Section	Land Division RCRA	334/271-7755	
Cheryl Strubbe	ADSM - Pub. Aff. Educator		334-613-5347	
Ben Moore	EPA Region 4, At. GA	ATSDR	404/347-3555	
Regina Phillips	ADPH - Public Health	ADPH	334/613-5347	
John Allen	ATSDR Regional Rep - AL GA	ATSDR	715-547-1446	
Mr. J. Hughes	ADPH - Public Health Toxicologist	ADPH	334-270-1393	
Mr. J. Daniels	" " Geologist	ADPH	334-270-1393	
Mr. J. Daniels	" " Geologist	ADPH	334-270-1393	

SITE:

DO YOU

WISH TO BE
ADDED TO OUR
MAILING LIST?

PHONE #

NAME	ADDRESS	CITY	STATE	ZIP	YES
JAN BERNARD	MSDR MS-E-32	1000 Cifraon	AL	639-0616	yes
JOHN T. REYES	ATSDR "	"	"	639-0610	
Pete Gillig	ATSDR "	"	"	639-0637	No
Michael B. Jones	RCHA - Land Division			334-277989	yes
Morgan On The	"	"	"	271-7758	yes
A.L. FORESMAN	800 N. Lindbergh ST.	Louis Mo.		314 694329	
K.G. Kaley	"	"	"	314-694-8558	
ROBERT JONES	300 Birmingham Hwy	Huntsville, AL		305-231-8492	yes
Jack Myrsky	300 Birmingham Hwy	Huntsville AL		(25) 571-8414	
<u>Am. reactions</u>					
gmb					

RCRA COMPLIANCE BRANCH

INFORMAL CONFERENCE PARTICIPANTS LIST

SUBJECT: MONSANTO / ADEM

DATE: 8 MARCH 1996

NAME	ORGANIZATION	TELEPHONE NO.
1. <u>DAVE DAVIS</u>	<u>ADEM RCRA</u>	<u>271 7755</u>
2. <u>Stephen Cobb</u>	<u>ADEM ESB</u>	<u>334-271-7739</u>
3. <u>Brian Hughes</u>	<u>ADPH</u>	<u>334-613-5347</u>
4. <u>W. Gerald Hards</u>	<u>ADEM-ESB</u>	<u>271-7974</u>
5. <u>Jack Mynack</u>	<u>Monsanto</u>	<u>(205) 271-8427</u>
6. <u>William H. Hanks</u>	<u>ADEM RCRA</u>	<u>334) 271-7138</u>
7. <u>Michael B. Jones</u>	<u>ADEM RCRA</u>	<u>334 271-7984</u>
8. <u>John A. Poole Jr.</u>	<u>ADEM LABOR DIV.</u>	<u>334 271 7737</u>
9. <u>LANCE REEDS</u>	<u>ADEM</u>	<u>334-270-5605</u>
10. <u>MIKE FORESMAN</u>	<u>MONSANTO</u>	<u>214 694-3289</u>

NOTES:

BOB KACZY	MONSANTO	314-694-8558
ROBERT JONES	MONSANTO	463-84-6048



Alabama Power Company
600 North 18th Street
Post Office Box 2641
Birmingham, Alabama 35291
Telephone 205 250-1000



July 16, 1993

Mr. William L. DeFer
Monsanto Chemical Company
300 Birmingham Highway
Anniston, AL 36201

Re: Monsanto's Landfill on APCO Property

Dear Mr. DeFer:

As you know, Alabama Power Company (APCO) has been investigating and evaluating the facts and circumstances associated with the recently discovered seepage of PCB-contaminated material from a landfill created and utilized in years prior to 1961 by the Anniston chemical manufacturing facility of Monsanto Chemical Company. The landfill in question is on land now owned by APCO by reason of a conveyance in 1961 performed at Monsanto's request to exchange the subject land for other adjacent land then owned by APCO but needed by Monsanto for plant expansion.

Our extensive investigation and evaluation has led us to several important conclusions that we must discuss with you promptly. We believe it is in the best interests of both APCO and Monsanto that we work together to resolve these issues without delay.

We believe the environmental conditions on the subject land and the circumstances of ownership and landfill operation make Monsanto liable under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) for the costs of responding to the problem. In short, Monsanto created and operated a "facility" which has "released" a "hazardous substance", all within the meaning of CERCLA. While APCO now owns the land where this "facility" is located, APCO's involvement with the circumstances and activities that create Monsanto's liability under CERCLA are strictly limited to having accepted in 1961 ownership of the land which included the abandoned landfill.

As between Monsanto and APCO, therefore, we believe that Monsanto should recognize its responsibility for this site and take steps immediately to assume responsibility for and control over the environmental assessment and removal or remedial response that may be required. We are prepared to cooperate with you to facilitate such action by transferring the subject land back to Monsanto, subject to agreements defining the relative rights, responsibilities and liabilities of the parties.

DSW 129121

ADAD21-010777
HARTOLDMON0031754

APCO is committed to complete compliance with all applicable environmental laws and regulations and, more importantly, to responsible action to protect the communities wherein we live and operate. We believe Monsanto has that same commitment. Assessment of and appropriate response to this site must be performed extremely carefully, considering its history and use. Only Monsanto knows all the details of the construction and use of this landfill, the methods of disposal and the chemical wastes that were placed there. Monsanto possesses the technical expertise and facilities that will be necessary for an appropriate assessment and response. Because we believe Monsanto ultimately will be held responsible for response costs at this site, our proposal gives Monsanto an opportunity to control costs and employ efficiencies that may be available only to Monsanto.

You can understand the importance of this issue to APCO. Relevant state and federal regulators are anxiously awaiting the initiation of more comprehensive assessment of the site and expect to begin designing some response to the contamination discovered there very soon. Community leaders have been informed of the site and its status and are likewise expecting appropriate action to protect the public and the environment. We believe the most effective and efficient approach is to resolve immediately the issue of responsibility for the site between APCO and Monsanto so that matters of environmental response can be performed by the most appropriate party.

We value Monsanto as a customer and have made every effort to behave toward Monsanto in this situation as we would have another company behave toward us. We have stated our position and proposal on this issue of liability and responsibility and must say quite candidly that it is imperative that we have immediate and fruitful discussions on this issue with you. I look forward to working with you to resolve this important matter promptly.

Sincerely,


Willard L. Bowers

DSW 129122

July 16, 1993

MEETING ALABAMA POWER CO

J. E. WADE

ALA POWER CO

MIKE GODFREY

APCO

WILLARD POWERS

ALA POWER

Ronnie Smith

ALA POWER

John Grogan

ALA. POWER

PAT WARD

ALA POWER

Bill DeFen

MONSANTO

ROBERT JONES

MONSANTO

PAT HYLAND

MONSANTO

DSW 129123

Alabama Power Company
600 North 18th Street
Post Office Box 2641
Birmingham, Alabama 35291
Telephone 205 250-1000



June 24, 1993

Mr. William L. Defer
Plant Manager
Monsanto Chemical Company
300 Birmingham Highway
Anniston, Alabama 36201

Dear Mr. Defer:

Thank you for your response to our request of May 3, 1993. We understand that our request was rather broad and that it may take some time to locate all the information your company has regarding the uses of the site and its likely contents. As we mentioned in our May 3 letter, we would prefer obtaining such information from you. Consequently, we have refrained from beginning any direct review of documentation on file with federal and state environmental agencies or local health authorities and anticipate that you will provide more information on the site.

In our meeting at your plant on April 27, 1993, we discussed the possibility that the old Monsanto landfill on our property contains flammable materials. We also discussed the likelihood that the site was used for drum disposal. In that meeting, it was decided that you would furnish information on these items. Subsequently, on May 3, 1993, at a meeting among representatives from our respective companies with ADEM, your Environmental Supervisor, Robert T. Jones confirmed that a drum believed to contain elemental phosphorous caught fire after being unearthed during construction on our property in 1974. Mr. Jones also warned us not to dig on the site. However, your letter of May 20, 1993 advised us that only five waste streams were placed in the landfill. These included two types of carbon electrodes, Santotar, PCB still bottoms, and slag from phosphorous operations. Because any removal or remediation of the site may require some excavation, we need any information you have as to the quantity and location of phosphorous drums which are buried on our property and whether any other drums of similarly combustible materials were disposed of in the landfill. We would also appreciate any additional information you may have concerning the methods used to dispose of the five waste streams mentioned in your letter. We remain very concerned about the safety of any personnel called upon to assess this site and the damage to the environment and/or public health from any unanticipated contaminants in the Monsanto landfill.

DSW 129124

ADAD21-010780
HARTOLDMON0031757

Mr. William L. Defer
Page 2
June 24, 1993

We are also concerned about the history, structure, overall size, and contents of the landfill. If your company no longer maintains any records related to the site, documentation of your plant's more recent disposal operations adjacent to and across the road from our property may provide clues to the uses and contents of the landfill on our property. Such information might be found in RCRA permit applications and supporting documentation, RCRA permits, and RCRA corrective action documentation. In addition, if records about the uses of the old landfill on our property do not exist, it may be necessary to explore Monsanto's corporate recollection of the site. For this reason, we would like to learn any information about the landfill on our property from current and former Monsanto employees who may have been involved in the disposal operations on our property. If you have already interviewed such employees, please provide to us any information you have learned about the site. If not, please do so as quickly as possible. We must proceed with determinations about the proper response to the Monsanto landfill on our property and discussing the same with appropriate regulatory agencies.

Even though Monsanto's production, maintenance and waste disposal records for certain previous periods are apparently not available, we assume that Monsanto has maintained records related to real estate matters such as deeds, maps, appraisals, correspondence, easements, etc. that may be useful here. For example, the one historical map you provided to us appears to be associated with a property appraisal performed at the time of the 1960-61 swap of land. Do you have the appraisal report or any related correspondence? Do you have any other property-related records about this land?

We would like to know whether Monsanto reported the landfill on our property to the Environmental Protection Agency pursuant to Section 103 of the CERCLA or whether, in 1979, Monsanto included the site on a response to a questionnaire about hazardous waste disposal sites from the House of Representatives, Subcommittee on Oversight and Investigations, Committee on Interstate and Foreign Commerce. Whether or not the site was reported to either of these bodies, has Monsanto maintained any records of the site pursuant to Section 103(d) of CERCLA?

Have you located any more aerial photos or other photos of the site?

Old newspapers on file at the Anniston Public Library discuss rumors that, at one time, Monsanto's Anniston plant produced chemical agents for the military. We have also heard that the Anniston Plant produced the following materials for the military in

DSW 129125

ADAD21-010781
HARTOLDMON0031758

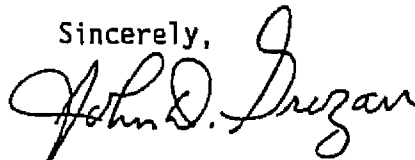
Mr. William L. Defer
Page 3
June 24, 1993

World War II: i) mustard agents; and ii) an organo-phosphate intermediary which was shipped to a facility in North Alabama known as "Site A" for final processing. Please confirm whether or not any waste streams from the production of these materials were placed in the landfill on our property. If so, please identify the types and characteristics of such wastes and the amounts and location of the wastes on our property.

Lastly, in your letter of May 3, you requested any information Alabama Power Company has related to the placement of materials on the site and soil movement since 1961. We are currently interviewing employees and former employees to obtain information on such activities. At this point in time, other than electrical substation equipment, the only materials that we know were placed on the site since 1961 are several inert and uncontaminated concrete pilings. In 1974, we constructed an electrical switchyard on the site. In connection with this construction, it appears that a portion of the northeast landfill bank was moved to the southwest landfill bank.

Please provide any information available about these matters as soon as possible. We are very concerned about communicating with ADEM/EPA regarding an appropriate response at this site in a timely manner. Thank you for your cooperation.

Sincerely,



Willard L. Bowers
General Manager,
Environmental Affairs



JDG:dy

cc: Pat Hyland
Ronnie Smith

DSW 129126

ADAD21-010782
HARTOLDMON0031759

Post-It™ brand fax transmittal memo 7571

of pages 3

To <i>Bill Dyer</i>	From <i>Gene Matousek</i>
Co.	Co.
Dept.	Phone #
Fax #	Fax #

Monsanto

Monsanto Chemical Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63167
Phone: (314) 694-1000

August 3, 1993

ANNISTON/ALABAMA POWER LANDFILL**RECOMMENDATION:**

Authorize immediate negotiations with Alabama Power Company (APCO) for the transfer of approximately 13 acres adjacent to the Anniston Plant. Negotiations will resolve the relative rights, responsibilities and liabilities of APCO and Monsanto. Following the transfer of the property, and discussions with the appropriate regulatory authorities, Monsanto will initiate an investigation of an old Monsanto landfill on the 13 acres. The investigation is estimated at \$500k to \$800k to be spent over the next 12 to 18 months. A separate EEAR will be forthcoming that will determine the allocations.

SITUATION:

Alabama Power Company (APCO) has requested Monsanto to immediately assume responsibility for, and control over, the environmental assessment and remedial response that may be required relative to a landfill on APCO property adjacent to the Anniston plant. APCO has offered to facilitate such action by transferring the land back to Monsanto, subject to agreements defining the relative rights, responsibilities and liabilities of the parties.

BACKGROUND:

- 13.3 acres transferred to APCO in 1961 in landswap for other land needed for Anniston plant expansion
- Included are six acres of landfill
- Wastes from 1917 to 1961
- PCB still bottoms, Santotar, Slag, Parathion (1 yr)
- APCO installed major switch station in '74

DSW 129117

ADAD21-010783
HARTOLDMON0031760

- One acre of landfill relocated onsite for switch station
- APCO discovered hardened tarlike material on the Northern face of landfill and edge of drainage ditch on April 7, 1993
- Confirmed as PCB still bottoms on April 23
- No immediate threat to public health or safety
- APCO notified Federal, State, local authorities, public officials, media, and members of local community on April 23
- As an interim response APCO covered the exposed material with six inches of soil and seeded
- APCO committed to ADEM to propose investigation plan for the site
- July 16, APCO requested Monsanto to take the land back

DISCUSSION:

- APCO could continue the lead with the authorities and seek reimbursement from Monsanto under CERCLA
- APCO not experienced in managing similar situations which will impact ultimate cost and public relations
- Monsanto ownership of the property would allow investigation/remediation under RCRA corrective action the same as the rest of the Anniston plant.
- APCO should retain some limited liability for investigation/remediation due to the scatter of material during the switch station installation in '74.
- Monsanto Agricultural Group is responsible for the impacts from landfilled wastes from the operation of parathion, isocyanates, and monosodium fluoroacetate prior to '61.
- The Performance Product Division is responsible for any impacts from landfilled wastes from several operations (i.e., biphenyl, phosphates etc.) and Monsanto Chemical Group's Administrative account is responsible for several discontinued operations (Aroclor, ferro manganese, etc.).
- Additional information is needed before making an allocation of responsibility
- Long term easements will be necessary for APCO's equipment and Monsanto will want strict controls on any actions that might impact the landfill.
- R. G. Potter's approval required for transfer of the land

DSW 129118

- Monsanto Guidelines require review of land acquisitions by VP of ESH. M. A. Pierle has been briefed and is in agreement that Monsanto should manage the site.
- The situation has been reviewed with Environmental Law, MCG Law and the Remedial Projects Group and they support the recommendations.

W. L. DeFer 8/3/93
W. L. DeFer

J. P. Hyland 8/3/93
J. P. Hyland

V. T. Matteucci 8/3/93
V. T. Matteucci

G. F. Fort 8/3/93
G. F. Fort

D. B. Price 8/4/93
D. B. Price

R. G. Potter 8/9/93
R. G. Potter

FROM LOCATION : Anniston, Alabama

CC :

DATE : May 10, 1960

SUBJECT :

TO : H. L. Minckler

Dear Howard,

Enclosed is a copy of Finley Hubbard's real estate evaluations of Alabama Power Company's land and Monsanto Chemical Company's land that is to be exchanged.

I will keep you informed as soon as I receive information from the Alabama Power Company.


Bob Pohl

:mlh

Attachment

DSW 128953

W H Y

F I L E

T H I S

APPRAISAL

Adjoining lands

of

Alabama Power Company

and

Monsanto Chemical Company

Anniston, Alabama 5-3-60

FINDLEY E. HUBBARD

REAL ESTATE VALUATIONS

ANNISTON, ALABAMA

DSW 128954

ADDENDA
to
Appraisal of Adjoining
Lands of the Alabama
Power Company and of
Monsanto Chemical Company
Dated May 3, 1960
May 19, 1960

PURPOSES:

The purpose of this addenda is to estimate an equitable land exchange between the two organizations based on the original proposal of the Alabama Power Company:

"Monsanto will convey to Alabama Power Company property south and adjoining Alabama Power Company's present property that has value equal to that of property to be conveyed to Monsanto. This property to be bounded on the north by Alabama Power Company property, on the west by Coldwater Road, on the east by the eastern boundary of the Company's 250' transmission line right of way, and on the south by a line at right angles to Coldwater Road. The acreage to be transferred to Alabama Power Company to be such as to make this property equal in value to that transferred by Alabama Power Company to Monsanto"

ESTIMATION:

For a discussion of the various land values refer to the original report. For this estimate the same assumptions and values are used. There is one other consideration not discussed in the main report and that is the rolling, hill side land lying between the settled dump area and the present ROW. In the appraiser's opinion this land has value about equal to the settled dump area or \$2,000.00 per acre.

In the following estimate there are two considerations that should be iterated. It should be remembered that dollar figures are used to estimate about equal values of land exchanges. To estimate dollar values down to the last dollar would entail endless calculations the final results of which could be no more accurate than the original assumption of land values. In this case the relative estimates of value are well within such limits. The other consideration is not to

confuse the apparent total land transfer with acreage figures, since an appreciable acreage is under joint property rights.

In the appraiser's opinion a point 813.25 feet south of the Alabama Power Company property and on the Coldwater Road a line running at right angles to the road and to the east line of the present ROW will establish the limits of the Monsanto Chemical Company's land to be transferred to the Alabama Power Company. The estimate did not result in an odd figure of 813.25 feet but is the sum of 775 feet plus the small offset of 38.25 feet.

For an illustration of the land areas and dimensions involved see the attached sketch.

The results of this estimate are as follows:

Level land along Coldwater Road	-	4.3	acres
Land occupied by the road	-	0.2	"
Land in present ROW	-	5.4	"
Unsettled dump	-	1.6	"
Settled dump	-	0.9	"
Rolling land	-	0.9	"
Total	-	13.3	"

4.3 acres @ \$3300.00	-	\$14,190.00
0.2 " @ None	-	-
5.4 " @ 500.00	-	2,700.00
1.6 " @ 500.00	-	800.00
0.9 " @ 2000.00	-	1,800.00
0.9 " @ 2000.00	-	1,800.00-
		21,290.00

CONCLUSION:

In the appraiser's opinion, the point on the Coldwater Road from which a line drawn at right angles to the Monsanto Chemical Company property line and connected to the east line of the Alabama Power Company's present ROW will encompass an equal value of land for the Alabama Power Company land, lies 813.25 feet south of the Alabama Power Company property.

F. E. Hubbard *F. E. Hubbard*

DSW 128956

General Offices

Mr. W. A. Blase ←

June 24, 1960

Mr. R. M. Morris

At its meeting held yesterday, the Board of Directors of Monsanto Chemical Company adopted a resolution authorizing the conveyance of 13.3 acres of land at the Anniston, Alabama, plant in exchange for land from Alabama Power Company in accordance with your memorandum of June 17, 1960.

C. H. Sommer

DSW 128957

ADAD21-010790
HARTOLDMON0031767

MONSANTO CHEMICAL COMPANY
ORGANIC CHEMICALS DIVISION

June 17, 1960

To the Board of Directors:

Messrs. C. A. Thomas, Chairman

D. Anderson

J. L. Gillis

C. A. Hochwalt

H. Hoover, Jr.

T. M. Martin

E. M. Queeny

W. W. Schneider

C. H. Sommer

A. H. Temple

F. N. Williams.

APPROVED BY THE BOARD OF DIRECTORS

June 23, 1960

E. J. Putzell, Jr., Secretary (4)

SUBJECT: Land Exchange - Alabama Power Company

In connection with the expansion of the Niran facilities at Anniston, there is an approved project for installation of a primary waste treatment plant. In order to locate the waste treatment plant adjacent to the manufacturing facilities and thereby effect labor economies, it is necessary that Monsanto acquire the property from Alabama Power Company.

Alabama Power Company is unwilling to make an outright sale of this land, but they have agreed to an exchange for other land in the immediate area. An independent appraisal of the properties involved has been made, and under this proposal Monsanto will transfer hillside acreage of the existing plant site to Alabama Power Company in exchange for flat land adjacent to the Niran manufacturing facilities. No cash transfer will be involved.

It is recommended that the Organic Division receive authorization to complete this transaction in order that construction of the sewage plant facilities may proceed immediately.

Original Signed By R. M. MORRIS

R. M. Morris
General Manager

DSW 128958

RESOLVED, that the conveyance by this Company to the Alabama Power Company of a tract of land, located in Calhoun County, Alabama, containing approximately 13.3 acres and being a peripheral part of this Company's Anniston Plant property, said land being more particularly described as:

A tract of land lying, being and situated in Calhoun County, Alabama, described as follows, to wit:

Start at the northwest corner of the Monsanto Chemical Company property just westerly of the city limits of Anniston, Alabama; thence southerly along the westerly line of the Monsanto Chemical Company property a distance of 1104.4 feet to the point of beginning of this tract; thence westerly and turning at an angle to the right of $90^{\circ} 5' 428.7$ feet; thence northerly and turning an angle to the right of $90^{\circ} 59' 38.25$ feet; thence westerly and turning an angle to the left of $90^{\circ} 59' 225$ feet to a point which is 274' south of and 470 feet east of the northwest corner of the northeast quarter of the southwest quarter of Section 12, Township 16, Range 7; thence southerly and turning an angle to the left of $89^{\circ} 1' 813.25$ feet; thence easterly $90^{\circ} 874.5$ feet to the northerly right of way of state highway No. 202; thence easterly along the northerly right of way of said highway 117.2 feet to the east line of the Alabama Power Company right of way as now located; thence northwesterly and turning an angle to the left of $99^{\circ} 47'$ and running along the east line of said right of way 579.3 feet; thence northerly and turning an angle to the right of $32^{\circ} 46' 257.5$ feet to the point of beginning.

in exchange for the conveyance by said Alabama Power Company to this Company of a tract of land, containing approximately 5.3 acres, adjoining this Company's Anniston Plant, said tracts having approximately equal appraised values, be and the same is hereby approved.

FURTHER RESOLVED, that the President or any Vice President of the Company be, and each of them hereby is, authorized and empowered to execute and deliver in the name and on behalf of this Company and under its corporate seal, a deed in such form (including more detailed or corrected legal description of the property herein authorized to be conveyed, or intended so to be) as such officer may approve, such approval to be conclusively evidenced by his execution thereof, conveying said land to ~~Alabama Power Company~~, and to do or cause to be done any and all further acts and things as, with the advice of counsel, it is deemed necessary or desirable to carry out the purpose and effect of these resolutions.

DSW 128959

FINDLEY E. HUBBARD
REAL ESTATE • APPRAISALS
REG. ENGINEER NO. 836
P. O. BOX 1025
ANNISTON, ALABAMA

May 3, 1960

C
O
P
Y

Mr. R. A. Pohl, Manager
The Anniston Plant
Monsanto Chemical Company
Anniston, Alabama

Dear Mr. Pohl:

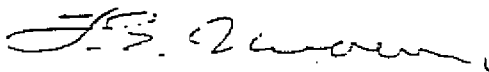
As you requested, I have inspected the adjoining properties of the Alabama Power Company and of Monsanto Chemical Company for the purpose of estimating a land exchange of equal value between the two organizations.

As a result of my inspection, I am of the opinion that, as of May 3, 1960, the 5.3 acre parcel of the Alabama Power Company is of about equal value to 9.8 acres of the Monsanto Chemical Company land to the immediate south. Of the 9.8 acres, 5.8 acres are very similar to the 5.3 acre parcel of the Alabama Power Company except the latter has railroad frontage. The remaining four acres is appreciably less desirable. A summary of the entire acreage will be found at the end of the attached report.

You will find attached four copies of my report leading to the above conclusion.

This is to certify that I have no present or contemplated future interest in this property.

Very truly yours,



F. E. Hubbard, SRA

DSW 128963

C O N T E N T S

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Site Data -----	4
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Assumptions -----	12
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Appendix:

Photographs

Map

DSW 128964

3

APPRAISAL

Adjoining Lands
of
Monsanto Chemical Company
and of
Alabama Power Company
Anniston, Alabama
May 3, 1960

PURPOSE OF THE APPRAISAL:

The purpose of the appraisal is to estimate the value of Alabama Power Company's land, which is to be transferred to the ownership of Monsanto Chemical Company and is described below, in the terms of an equal value of land in the ownership of Monsanto Chemical Company which will be transferred to Alabama Power Company in exchange.

CONDITIONS OF THE TRANSFER:

1. The Property that Monsanto wishes to acquire from the Alabama Power Company is essential to a substantial proposed expansion of their plant.
2. The timing of conveyance will be such as to make the property available to Monsanto immediately prior to actual construction of facilities now under consideration.
3. Monsanto will convey to Alabama Power Company property south of and adjoining Alabama Power Company's present property that has value equal to that of property to be conveyed to Monsanto. This property to be bounded on the north by Alabama Power Company property, on the west by Coldwater Road, and on the east by the west line, the 516.7 foot leg, of the Alabama Power Company parcel projected southward. (Note: This is a departure from the Alabama Power Company proposal of using the east line of the present ROW. The reason for this is that there will be no land available to the south in the ROW for Monsanto to build tanks or other structures of less than eight feet in height). The acreage to be transferred to Alabama Power Company to be such as to make this property equal in value to that transferred by Alabama Power Company to Monsanto. Values are to be determined on basis of appraisals of the two pieces of property. In valuing the two pieces of property, consideration is to

DSW 128965

be given to the fact that the Company has previously acquired and presently owns right of way over a portion of the property described above which materially lessens the value of the property to the present owners. Consideration is also to be given to the fact that the location of a railroad spur enhances the value of the property that Monsanto wishes to acquire.

4. The Power Company to retain its right of way by permit or conveyance over the southwest corner of the property to be transferred to Monsanto in order to maintain a continuous 250' right of way into the Anniston Primary Substation.
5. The Company to retain the right to construct, operate, and maintain electric transmission, distribution and communication lines, and necessary appurtenances thereto, on, across, and along a twenty foot wide strip of the property transferred to Monsanto adjacent to the west side of the property extending from the south property line north approximately 550 feet more or less, to a line which is the projection of the existing southeast fence of the substation, with the understanding that any lines constructed thereon will be so constructed as not to interfere with installations of Monsanto which may be on the strip at the time the lines are constructed, but that any relocation or change in the lines which may be requested by Monsanto after their construction shall be at the expense of Monsanto.
6. Monsanto will not construct on the trapezoidal section of the Company's 250' right of way previously described in this memorandum, or on the 20' strip described in Condition (5) above, any structures other than underground treatment tanks and associated apparatus, none of which will extend more than eight feet above ground level.
7. Power Company shall not be liable for damages or injuries to property or persons arising out of the construction and operation of the waste treatment tanks on Power Company right of way, and Monsanto shall indemnify and hold harmless Power Company from any and all such injuries or damages.
8. Monsanto will pay for relocations required by them of any lines, poles, or structures now located on Power Company right of way or on property to be acquired by Monsanto, and such payments shall include the cost to the Company of rights of way and other rights that are necessary in

DSW 128966

connection with the relocations or if such rights are furnished by Monsanto they will be without cost to the Power Company.

9. The closing of Fifth Street from Coldwater Road to the east boundary of Alabama Power Company property is essential to the full utilization of the property to be acquired by the Alabama Power Company, and if it is found that this street is not now legally closed, Monsanto will cooperate in efforts of the Alabama Power Company to close the street to the extent of taking legal action to close that section that is bordered by Monsanto property.
10. The Power Company now has in place 44 KV transmission lines and distribution lines on the property to be transferred to Monsanto. Some of these lines are essential to service to Monsanto Plant and others are essential in serving portions of our distribution system in that area. If in the utilization of the property to be acquired from the Alabama Power Company, it is found that any of these lines can be left in place Monsanto will grant to the Alabama Power Company the necessary rights of way essential to the proper operation and maintenance of these facilities. Any relocations of these facilities made necessary will be handled in accordance with (8) above.

LEGAL DESCRIPTION:

Two legal descriptions have been furnished, one by Alabama Power Company and one by Monsanto Chemical Company. There are very slight differences in the two legal descriptions of such minuteness as to fall within the limits of to be expected of two independent surveyors. This fact is merely mentioned in the event the differences are noted at a later date and possible questions raised. The following legal description is the one furnished by Monsanto Chemical Company and is a description of the property of Alabama Power Company to be conveyed to Monsanto Chemical Company.

Property to be conveyed by
Alabama Power Company to
Monsanto Chemical Company

DSW 128967

Commencing at the Northwest corner of the Monsanto Chemical Company property (also being the Northeast corner of the Alabama Power Company property), which corner is on the South line of the Louisville & Nashville Railroad right-of-way and is situated in the Southeast Quarter of the Northwest Quarter of Section 12, Township 16, Range 7 in Calhoun County, Alabama; thence Southerly along the West line of said Monsanto Chemical Company property 1,104.4 feet to an iron pipe; thence Westerly and turning an angle to the right of $90^{\circ} 05'$ a distance of 195 feet to an iron pipe; thence Northerly and turning an angle to the right of $89^{\circ} 55'$ a distance of 516.7 feet to an iron pipe; thence Northeasterly and turning an angle to the right of $18^{\circ} 40'$ a distance of 86.8 feet to an iron pipe; thence Northwesterly and turning an angle to the left of $31^{\circ} 13'$ a distance of 358.2 feet to an iron pipe on the South line of said L & N Railroad right-of-way; thence Northeasterly along the South line of said L & N Railroad right-of-way and turning an angle to the right of 93° , 414.8 feet to the point of beginning, said property being located in the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 12, Township 16, Range 7 in Calhoun County, Alabama. (Note: This is 5.3 acres more or less)

SITE DATA:

The adjoining lands of the two companies are located just outside the City Limits of Anniston, Alabama between Alabama Highway No. 202 on the south and the Louisville and Nashville Railroad on the north.

Along the highway frontage there is a scattering of filling stations, grocery stores, boat shops, barbecue stands and Hart's Bakery. To the north and south of the highway there are large residential areas of fair to substandard houses with a sprinkling of better constructed homes. The trend is toward more substandard construction and light industry.

Alabama Power Company Land

The lands of the Alabama Power Company are to the north of the Monsanto Chemical Company's land, which are to be exchanged, and to the west of the chemical plant. Along the northern edge of the Alabama Power Company property run two paralleling tracks, one of these is the L & N Railroad and the other is the main line of the Southern Railway from Atlanta to Birmingham. There is no siding however one could be easily installed.

DSW 128968

Although somewhat irregular in shape, the principal substation of the Alabama Power Company is located in the northwest area of the property. Along fifth street, which is apparently closed, there is an eight inch water main leading into Monsanto Chemical Company. Along First Avenue (Coldwater Road) there is a two inch natural gas line with pressures of thirty to fifty pounds. According to the Alabama Gas Corporation this is sufficient for light industry but insufficient for boiler operation or similar demands of heavy industry. The nearest large gas main for such requirements is just east of the present Monsanto plant.

The proposed land transfer is irregular in shape and involves the land lying generally between the plant of Monsanto and the substation of the Power Company. See the attached plat. For all practical purposes the land is nearly level and appears to be substantially firm clay suitable for good foundations. Along the eastern boundary between Monsanto and the Power Company there is a drainage ditch some three to four feet deep.

Monsanto Chemical Company Land

Monsanto's land adjoins the land of the Power Company approximately 274 to 312 feet south of a base line located approximately at Fifth Avenue. From the adjoining line which is 653.7 feet in length the land extends southward along the east line of First Avenue (Coldwater Road) to the quarter section line. Running in a southeasterly direction across the property is a 250 foot ROW for the transmission lines of the Alabama Power Company. The Anniston-Jackson Shoals line with 100 feet ROW and the Anniston-Crooked Creek Transmission Line with 150 ROW. Alabama Highway No. 202 cuts through the southeast corner of the land in a northeasterly direction. See the attached plat plan.

The land on the east side of First Avenue is fairly level and similar in nature to the land of the Power Company which is sought in the exchange. From the highway north to the proposed Power Company property along the eastern edge of the Monsanto land there is a small ridge that disappears at the Power Company property. From this ridge dumping operations have been carried on by Monsanto for a period of years resulting in an abrupt change in grade of some fifteen to twenty feet between the dump area and the portion of the land fronting on First Avenue. Appreciable clay, slag and other base materials have been included in the dumping operations. From the general appearances of the leveled dump area there are

ESW 128969

approximately three acres of filled land with soils believed to be suitable for supporting footings for light industrial buildings. There are approximately three acres where the land has not apparently not settled sufficiently to form a safe footing for structural uses of any kind, however an appreciable proportion of the fill is within the present ROW. See general dump location on attached plat plan.

First Avenue is blacktopped and is on grade with the level land along its east side. The highway is paved with asphalt which varies from slightly above to slightly below the grade of the subject land. As previously mentioned there is a two inch natural gas line with thirty to fifty pound gas pressure in First Avenue capable of supporting light industry. According to the Anniston Water Department, there is a twenty inch water line just south of the Highway 102 and which is available to the Monsanto land.

Highest and Best Use

The best use of either piece of land is for industrial purposes. The Monsanto land along the east side of First Avenue could be sold off as lots fronting on a paved street with city water and gas. From sales data in West Anniston such lots would bring \$10.00 per front foot. The land is worth more than this for industrial purposes as will be shown later. The highway frontage of the Monsanto property would have appreciably more value, but this area is not involved in the present transaction.

VALUATION ESTIMATES:

Alabama Power Company Land

Industrial land sales bearing directly on the subject properties are rather limited, however the following transactions are believed to have a more or less direct relationship.

1. Dead Book 1004

Folio-581

J. O. Bennett to Ronald B. Rich, 4-28-59

This sale is 3.23 acres, more or less, in Section 21, Township 16, Range 8, fronting 375 feet on "Old US 78" and extending rearward of even width 376 feet to the Southern Railway.

DSW 128970

The location of this property is just east of Oxford, Alabama and is used for the repair and overhaul of diesel trucks. The sale price was \$18,500.00 according to Mr. Rich and also according to Bannister Real Estate who were agents in the transaction. The sales price was \$5,700.00 per acre for the vacant land at the time of the sale.

2. Dead Book 951

Folio-294

R. L. Perkins to Gadsden Hardware Company, 11-11-57

This sale was for an estimated 2.36 acres located in the City of Anniston between 22nd and 23rd Streets on the south and north, and the L & N RR and the Southern switch tracks on the west and east.

The sale price of \$12,500.00 was verified by the Gadsden Hardware Company, or \$5,300.00 per acre.

3. In January 1960, the 3.4 acres of the Chastain-Roberts property, with an L & N siding entering the property was appraised at the rate of \$4,500.00 per acre, a value they thought was reasonable.
4. In 1959, 3.23 acres of land lying between Boyton and McDaniel Streets and south of Twelfth Street were condemned for a housing project at the rate of \$3750.00 per acre. This land was partly zoned M-1, and partly R-4. The land is open, unimproved and fronts on the Southern Railway approximately one half mile east of the subject. The interested party in this case was a broker well versed in land values.

Of the above transactions, No. 4 appears to be more nearly related to the subject property than the other three. No. 1 involves both highway and railroad frontage and is somewhat more centrally located than the subject. No. 2 is located well within the city limits of Anniston and between two railroads. No. 3 is an appraisal for loan purposes and has little merit other than to lend credence to the other three. Although No. 4 is within the city limits, the character of the neighborhood and the availability of railroad transportation are about the same. In the appraiser's opinion, the value of the subject land is \$4,000.00 per acre.

DSW 128971

In Condition No. 6, Alabama Power Company reserves the right to construct lines along a 20 foot wide strip some 550 feet long where no structures over eight feet high are to be built. In effect this is the same as an easement across land representing roughly one quarter acre. The question becomes one of determining the highest and best use of the quarter acre of land under the conditions outlined above. It can be used for underground tanks, buildings of low height, or even for agricultural purposes. As agricultural land the land would possibly be worth no more than \$100.00 per acre. In the appraiser's experience as a commissioner utilities normally have to pay from 80 to 100 per cent of the value of land to secure similar easements. This conclusion is one which the Alabama Power Company should have far more history than the appraiser, however it is believed that the conclusion is in the right order of magnitude. If we say that the value of the land for the easement is \$500.00 per acre used as Monsanto will use it, the value of the holding by the Alabama Power Company is 88.5 per cent. Since there is only one quarter acre involved, the value of the land offered by the Alabama Power Company is not materially affected. It might be noted, however, that when this same reasoning is applied to the Monsanto land there is an appreciable effect on the value.

It is estimated that the land to be transferred by the Alabama Power Company amounts to 5.3 acres. Of this we have 5.05 acres open and 0.25 acres subject to an easement. From the above we have the following estimate of value:

Open Land-	5.05 acres @ \$4,000.00	= \$20,200.00
Subject to easement-	0.25 acres @ \$ 500.00	= 125.00
		<u>20,325.00</u>

Monsanto Chemical Company Land

As previously described under "Site Data" the land along the Coldwater Road is very similar to the land of the Alabama Power Company. From the transactions listed under the discussion of the Alabama Power Company land the indicated value would be \$4,000.00 per acre, assuming railroad transportation, which is not the case. From a talk on industrial property units in New Orleans, April 2, 1960, before the American Institute of Real Estate Appraisers it is concluded that the availability of the railroad to the Alabama Power Company land would be worth in the order of \$4,000.00.

DSW 128972

In 1957 Tyson Glass Company bought highway frontage with a railroad siding for the construction of the building for their operations. This area might be more properly classified as light industrial. In an interview with the owners they stated that they thought the siding was worth \$3,000.00 of the original purchase price of \$12,500.00 because they could bring glass in carload quantities.

If we assume that the value of the railroad to the land of the Alabama Power Company was in the order of \$3500.00 the value per acre would be \$700.00, or say when related to Monsanto's land would be \$3300.00 per acre. Another approach would be through the next best use of the land or say for residential purposes, since the land is facing residential property and natural gas, electricity and city water are available along the Coldwater Road. For this purpose \$10.00 per front foot would appear to be reasonable for a depth of 140 feet. This conclusion is based on a sale of a lot as follows:

Deed Book 996 Folio 375 1-5-59

A. E. Chastain to James S. Hubbard (No relation to appraiser)

Lot 21, Block "Y", Dent McGraw Subdivision

Lot: 50' x 140'

IRS - 55c \$500.00 purchase price verified by Mr. Hubbard.

The location of the lot is opposite transaction No. 4, the transaction cited to assist in estimating the industrial land value, and is very similar to the subject location. On this basis the indicated value of the land is \$3100.00 per acre.

In the appraiser's opinion the value of the choice or flat land along the Coldwater Road is \$3300.00 per acre.

For the land within the ROW of the Alabama Power Company we might follow the same reasoning for the value of this land as was discussed under the valuation estimate of the Alabama Power Company, or say \$500.00 per acre. The land outside of the ROW but in the unsettled area of the dump is unsuited for heavy construction and would have a utility equal only to about that of the land in the ROW, or say \$500.00 per acre also. The land outside the ROW and in the settled dump area appears to be suited for light construction such as one story warehouses and the like. For the sake of the calculation the appraiser has assumed that the value of this land is

DSW 128973

approximately two thirds of the value of the land along the Coldwater Road or say \$2,000.00 per acre.

From preliminary measurements by Mr. Andrew Saks, a surveyor, it appears that the Coldwater Road is west of the Monsanto Chemical property line at the northern end, but wholly within the Monsanto property line at the southern end. The road of course has been established for more than twenty years and is therefore public property.

In the first estimate the west line of the Alabama Power Company land was projected south 820 feet to a point, an angle of 90° turned to the right and connected to the Coldwater Road. See attached sketch. As far as arithmetic is concerned this plot of land calculated to a value of almost identically the same value, plus \$100.00 or so, as the estimate of the value for the 5.3 acres of the Alabama Power Company. This estimate did not take into consideration the location of the Coldwater Road, or the fact that the line of the dump edge is erratic. It is felt that in an exchange the utility of the irregular shaped land, although comparable to that of the land of the Alabama Power Company would be questionable. The lines projected south take in practically all of the Coldwater frontage. It would seem logical to add at least one acre to the original estimate and transfer all of the Coldwater Road frontage to the Alabama Power Company.

If we follow the above procedure we have the following estimates:

Level land along Coldwater Road	5.3 acres
Land occupied by the road	0.4 acres
Land in present ROW	1.3 acres
Unsettled dump	1.5 acres
Settled dump	<u>0.3 acres</u>
Total	9.8

5.3 acres @ \$3500.00	-	\$19,140.00
0.4 acres @ none	-	----
1.3 acres @ 500.00	-	650.00
1.5 acres @ 500.00	-	750.00
0.8 acres @ 2000.00	-	<u>1,600.00</u>
		22,140.00

In the above estimate the values of the more valuable lands have more substantial basis for evaluation than the lands in the dump areas or within the ROW. Since the better lands make up the bulk of the values in the transfer, the estimate of the amounts of land appear to be reasonable, although the

DSW 128974

estimates of the questionable lands might be in error.

If we forget dollars and cents, which were used as a means of estimating the amounts of lands to give equal values, and look at the whole, the problem appears to reduce to a land exchange of 5.8 acres of choice land plus 4.0 acres of poorer land for 5.3 acres of choice land.

CONCLUSION:

For the 5.3 acres of land offered by the Alabama Power Company the following land in the appraiser's opinion would be an equitable transfer by Monsanto Chemical Company to the Alabama Power Company as of May 3, 1960.

From the southwest corner of the land offered by the Alabama Power Company proceed along the west line of the Alabama Power Company offering projected 820 feet to a point, thence at right angles to the right to a point 232 feet east of the Monsanto Chemical Company property line, thence south 188 feet to the southern boundary of the Monsanto Chemical Company property, thence west along the Monsanto Chemical Company property line to the west line of the Monsanto Chemical Company property line, thence north a long the Monsanto Chemical Company property line to the Alabama Power Company property, thence easterly 225 feet, thence south 38.25 feet, thence east 233.7 feet to the point of beginning, containing 9.8 acres more or less.

The above description is not intended to be a legal description but a description from which a surveyor can, in conjunction with existing maps, reasonably well layout and drawup his own legal description, at least well within the accuracy of the appraisal.

The land consists of:

Level land along Coldwater Road	- 5.8 acres more or less
Land occupied by the road	- 0.4 acres more or less
Land in present ROW	- 1.3 acres more or less
Unsettled dump area	- 1.5 acres more or less
Settled dump area	- 0.8 acres more or less
Total	9.8 acres more or less

DSW 128975

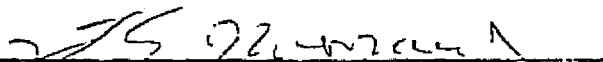
ASSUMPTIONS:

This appraisal is made subject to the following assumptions:

1. The legal description as furnished by others is assumed to be true and correct.
2. That the information as contained in this report will be treated as confidential information and will not be published.
3. That no court testimony will be required of the appraiser.

CERTIFICATION:

I hereby certify that I have no interest, present or contemplated in the property described herein and that neither the employment to make the appraisal, nor the compensation, is contingent on the value of the property. I certify that I have inspected the property and that, according to my belief and knowledge, all statements are true and correct.



F. E. Hubbard, SRA
May 3, 1960

DSW 128976

APPRAISER QUALIFICATIONS

Findley E. Hubbard
1330 Noble Street
Anniston, Alabama

TRAINING:

Alabama Polytechnic Institute - BS in Che. Eng. 1928
L S U - Appraisal I - 1956
Tulane- Appraisal II - 1956

ASSOCIATIONS:

Society of Residential Appraisers
American Right-of-Way Association
Realtor - Anniston Real Estate Board
Anniston Zoning Board of Adjustment
Registered Professional Engineer
Who's Who in Engineering - 1954
American Men of Science - 1950
American Institute of Chemical Engineers

EXPERIENCE:

Seven years in the appraisal of all types of real property. The estimated volume of appraisals is in excess of twenty-six million dollars, which includes appraisals for the Anniston National Bank, the Anniston Federal Savings and Loan Association, Veterans Administration, Federal Housing Administration, Alabama Highway Department, private requests, estates and insurance companies. The insurance companies include Jefferson Standard Insurance Company, The Volunteer State Life Insurance Company, Pilot Life Insurance Company, and Pioneer Life and Casualty Company.

Served as a commissioner for the Calhoun County Probate Court and for the City of Anniston. Qualified in the Calhoun County Circuit Court as an expert witness.

Eight years in the actual design, cost estimation and construction of residences.

DSW 128977

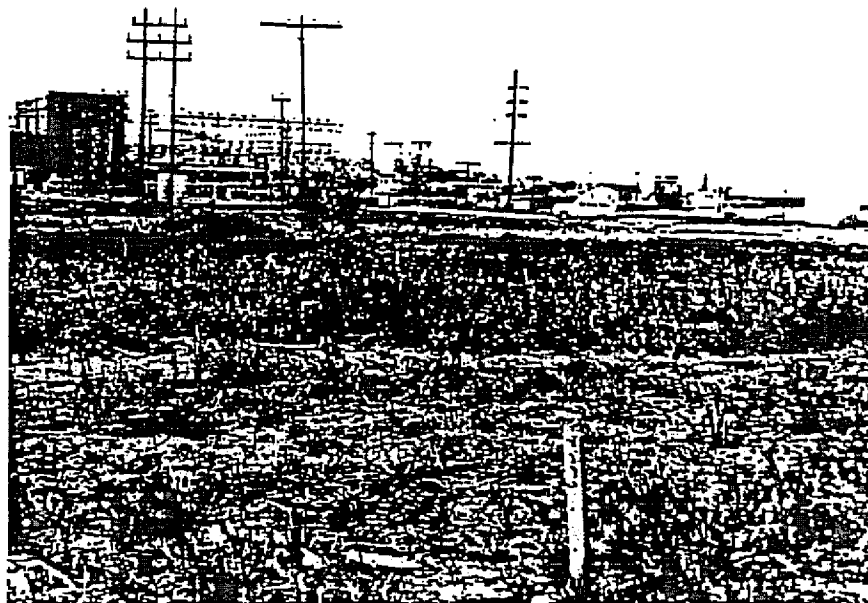


View of L & N Railroad
and Alabama Power Company Substation
From Monsanto's Line

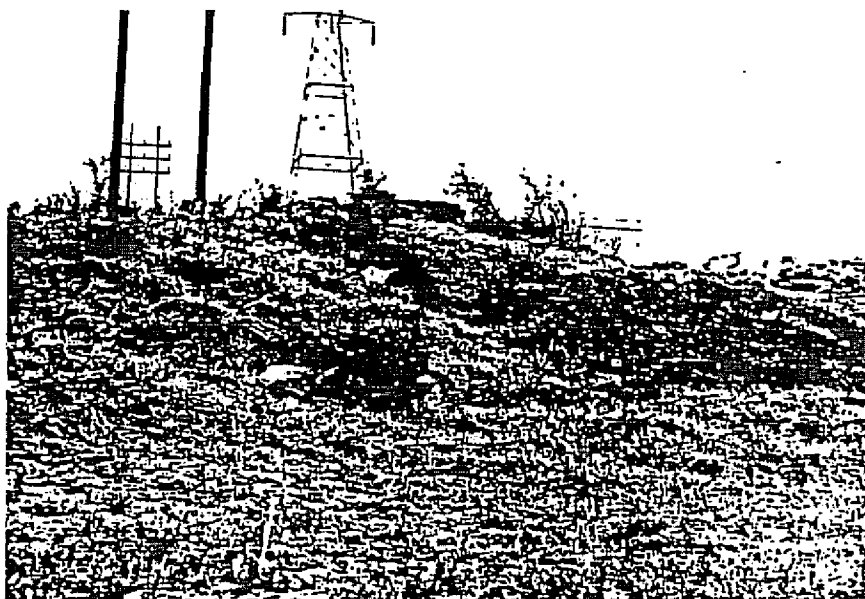


View of Monsanto's Plant
From NW Corner of Alabama Power's
Proposed Transfer

DSW 128978

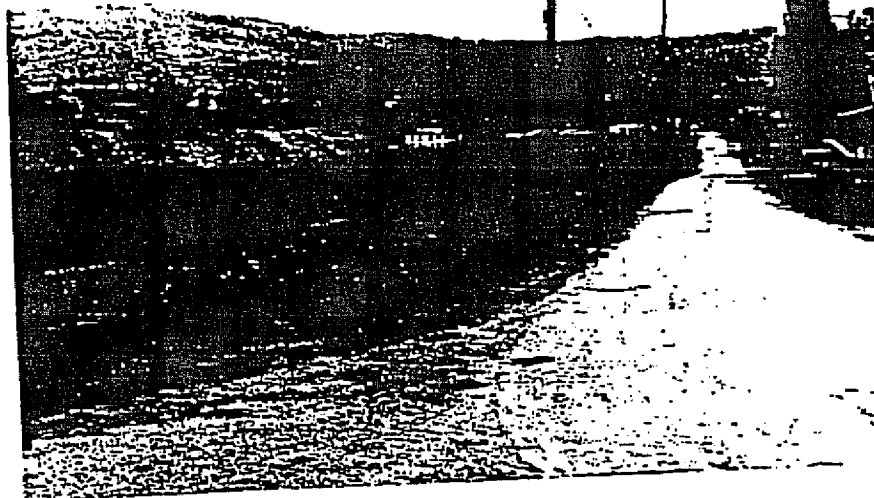


Looking Generally North
From SW Corner of Parcel to be Trans-
ferred to Monsanto

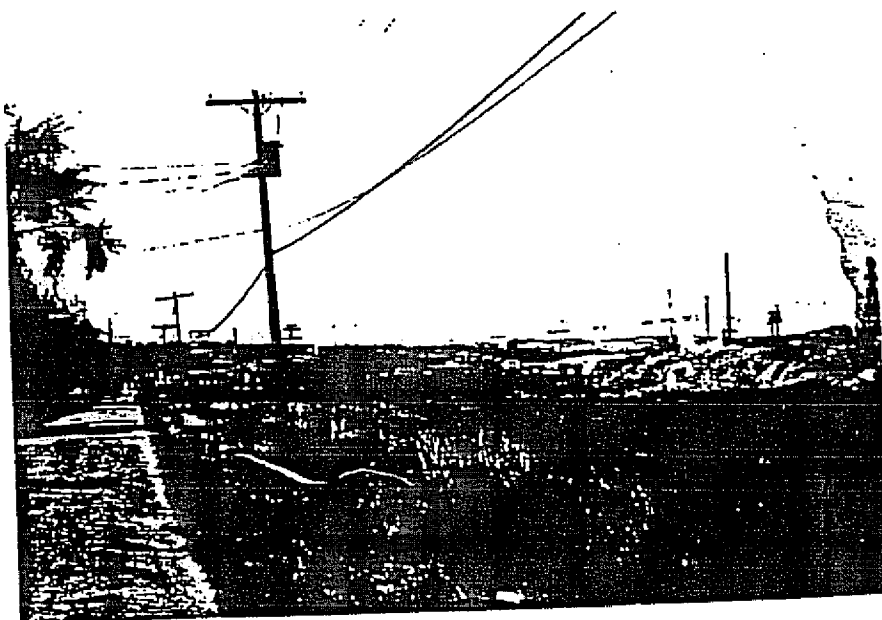


Looking South From
SW Corner of Parcel to be Trans-
ferred to Monsanto

DSW 128979



Looking South A Long Coldwater Road
From Northern End at Alabama Power Co.



Looking North A Long Coldwater Road
From SW Corner of Monsanto Property

DSW 128980

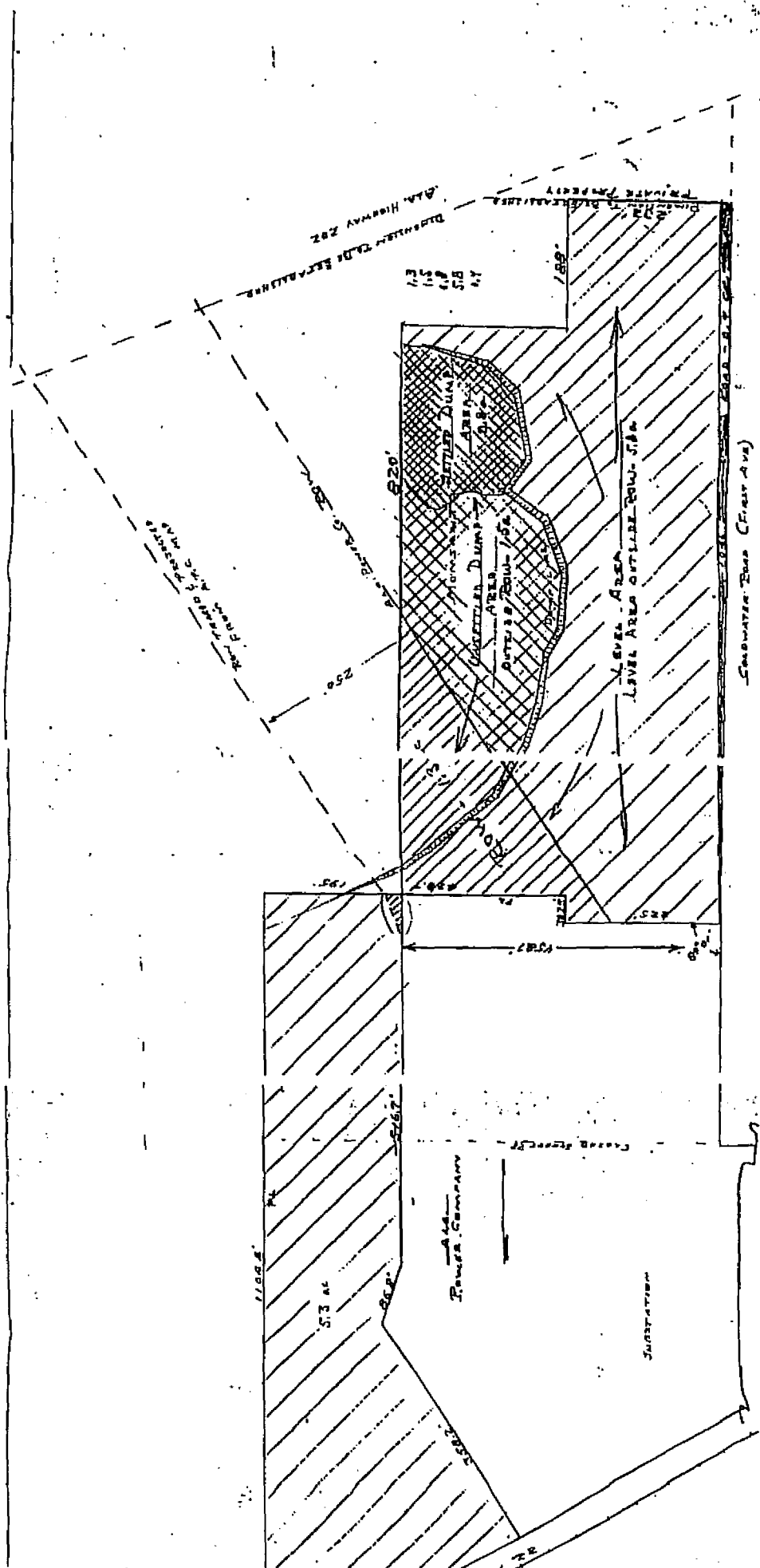


View of ROW From
Substation



View of ROW From
Alabama Highway No. 202

DSW 128981



SHEET 1000000
RECEIVED LAND EXAMINER
RECEIVED
ALABAMA POWER CO.
AND
ALABAMA POWER CO.
1000000

DSW 128982

**THE CENTERLINE OF THE PROPOSED
SANITARY SEWER EASEMENT**

Start at the northwest corner of the Monsanto Chemical Company property just westerly of the city limits of Anniston, Alabama; thence southerly along the westerly line of Monsanto Chemical Company property a distance of 784.4 feet to the center line of the proposed sewer line easement, thence westerly and ^{turning} at an angle to the right of 90° 25' 648.4 feet, more or less, to the easterly line of First Avenue.

DSW 128983

1/16/43 Meeting with Alabama Power

Bynum area resident (Tim Russell) inquired about any potential dangers from phosphorus. Mentioned to Dixie Beatty that he has a well + is wanted to know if the water is safe. Wanted to know if the state would analyze his well water.

↑
works for
Jim Moore.

1/16/43
00 hrs
= TALK W/ KRCHMA

DSW 128960

1/16/93

HAROLD POWELL

MCP Lime & Phosphoric Acid) Dept

CALCIUM CARBIDE IN LANDFILL.

Confirmed parathion in pit.

Limestone bed used for muriatic acid (hydrochloric) over by where tube unit is.

Talk to Gene Arnett about sample bottles to the landfill! (Empty or full)

DSW 128961

To	R Jones	From	P. Hyland
Co.		Co.	
Dept.		Phone #	
Fax #		Fax #	

Added in pencil
on the original

ROW TRACED & PROTECTED
FROM A.P.A. MAP

5.4 acres

ROLLING
LAND OUTSIDE
ROW - 0.9 ac

TOXIC
WASTE

MONSANTO

UNSETTLED DUMP

OUTSIDE ROW
1.6 ac

DUMP LINE

SETTLED

DUMP

0.9 ac

LEVEL AREA

LEVEL AREA OUTSIDE ROW
4.3 ac

DSW 128984

1946

This Instrument Prepared By:
 Matthew W. Bowden
 Balch & Bingham
 1901 Sixth Avenue North, Suite 2600
 Birmingham, Alabama 35203

Send Tax Notice To:
Calvin K. Fritz
Sr. Grp. Manager
Tax Department, E2SE
 Monsanto Co.
 800 N. Lindbergh Blvd.
 St. Louis, MO 63167

STATE OF ALABAMA

CALHOUN COUNTY

DEED

KNOW ALL MEN BY THESE PRESENTS; That ALABAMA POWER COMPANY, an Alabama corporation ("Grantor"), for and in consideration of One and No/100 Dollars (\$1.00), the covenants, releases, indemnities, and other undertakings set forth herein, and other good and valuable consideration given to it by MONSANTO COMPANY, a Delaware corporation ("Grantee"), the receipt of which is hereby acknowledged, Grantor, by these presents, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, subject to the covenants, terms, conditions, reservations, exceptions and limitations hereinafter set forth, the following described real estate situated in Calhoun County, Alabama, to wit:

A parcel of land in the southwest 1/4 of Section 12, Township 16 South, Range 7 East, more particularly described as follows:

Commence at the northwest corner of Section 12, Township 16 South, Range 7 East, thence S 34 degrees 20' 06" E 3197.76 feet to the point of beginning; thence S 89 degrees 50' 02" E 452.23 feet; thence S 00 degrees 18' 13" E 329.82 feet; thence N 89 degrees 46' 10" E 195.01 feet; thence S 00 degrees 18' 55" E 257.56 feet; thence S 33 degrees 03' 55" E 484.29 feet; thence S 71 degrees 13' 19" W 145.35 feet; thence S 72 degrees 22' 20" W 157.67 feet; thence S 73 degrees 49' 01" W 97.04 feet; thence N 89 degrees 14' 44" W 548.38 feet; thence N 00 degrees 45' 52" E 1108.21 feet to the point of beginning.

The above described lands, hereinafter called the "Premises," are shown outlined in bold on Exhibit A attached hereto.

THIS CONVEYANCE IS MADE SUBJECT TO AND THERE IS SPECIFICALLY RESERVED FROM THIS CONVEYANCE THE FOLLOWING:

1. **Grantor's Easement.** Grantor does hereby specifically reserve, except and retain to itself, its successors and assigns a perpetual easement to use the Premises and any portion thereof for electricity distribution and transmission and communications purposes. Grantor shall have the right to continue using all electricity distribution, transmission, and communications (including fiber optics) equipment and facilities currently existing on the Premises and may operate, maintain, change, relocate, or remove such equipment and facilities or install, operate, maintain, change, relocate, or remove such new equipment and facilities which Grantor, in its sole discretion, deems necessary or desirable to insure continuous, uninterrupted service in all areas served by such equipment and facilities. Nevertheless, the Grantor agrees that no equipment in addition to the equipment and facilities depicted generally on Exhibit A will be installed on the Premises before January 1, 1999 except equipment and facilities needed to respond to a catastrophic loss or electric

DSW 128985

service emergency. Electricity distribution, transmission, and communications (including fiber optics) "equipment and facilities" includes, but is not limited to, electricity distribution, transmission, and communications lines, poles, towers, supports, conduits, conductors, cables, insulators, anchors, guy wires, counterpoise conductors, substations, switching yards, communications circuits, subsurface grounding devices, security fencing around substations and switching yards, and other appliances connected therewith, which are now, or may be in the future, located on, over, across, or under the Premises. As used in this Deed, the term "equipment and facilities depicted generally on Exhibit A" includes any equipment or facilities installed in the same location as depicted generally on Exhibit A to repair or replace such equipment or facilities. Grantor shall at all times have the right of access, ingress, and egress to the Premises and all rights and privileges necessary or convenient for the full enjoyment and use of the Premises for the purposes described above, including the right to keep the Premises clear, by any means including chemical applications, of all trees and vegetation and other obstructions which might interfere with Grantor's use of the Premises, except that any chemical applications shall have the prior approval of the Grantee, which approval shall not be unreasonably withheld. Grantor shall be responsible for exercising these rights in compliance with all applicable regulations, permits, orders or approved corrective action or remediation plans. Grantor's equipment and facilities shall be modified, removed, and/or relocated as needed to perform assessment or remediation activities or to comply with such regulations, permits, orders, or approved corrective action or remediation plans and the financial responsibility therefor shall be determined pursuant to Subsection 7.7 of that certain Settlement Agreement between the Grantor and Grantee dated December 20, 1993 and incorporated herein by reference in Section 10 hereof. Before drilling, digging, excavating, or otherwise disturbing the subsurface of the Premises, Grantor shall notify the Grantee of the location and nature of the subsurface work and seek information on restrictions applicable to or hazards associated with such subsurface disturbances and take the precautions necessary to insure that such activities comply with any applicable regulation, permit, order, or approved corrective action or remediation plan. Similarly, before installing on the Premises any equipment or facilities in addition to the equipment and facilities depicted generally on Exhibit A, Grantor shall notify Grantee of the nature and location of the intended installation and shall be responsible for any specific remediation obligations created by construction of such additional equipment and facilities.

2. **Ownership of Facilities and Equipment on the Premises.** Grantor does hereby specifically reserve, except and retain to itself, its successors and assigns ownership of and title to any and all equipment and facilities which are currently located on the Premises and those which may be placed on the Premises in the future, pursuant to the easement retained by Grantor as described in Section 1 of this Deed. The general types and quantities and approximate locations of Grantor's equipment and facilities which currently exist on the Premises are shown on Exhibit A. More specific and detailed information on the types, quantities, dimensions and locations of such equipment and facilities will be provided to Grantee by Grantor on request. If any release of a hazardous substance on the Premises occurs from Grantor's equipment and facilities, Grantor shall remediate said release in accordance with applicable federal, state, and local laws and regulations. Grantor shall not store, treat or dispose on the Premises any hazardous substance or waste material which contains any hazardous substance. Grantor's equipment and facilities on the Premises shall comply with applicable codes, standards, regulations and laws.
3. **Grantee's Use of the Premises.** Grantee may make any use of the Premises that will not interfere with the Grantor's easement reserved in Section 1 above, provided however, that the Grantee must notify the Grantor in advance of the nature and location of any use other than investigation, assessment, monitoring, corrective action or remediation, maintenance activities and any other use or activity necessary, appropriate, convenient or required to address hazardous substances on the Premises. As used in this Deed, the term "hazardous substances" refers to those substances defined in 42 U.S.C. § 9601(14). Any use of the Premises by the Grantee, especially those which may result in a change of the finished slope or grade of the Premises, shall be performed in such a manner so as not to cause Grantor's equipment and

facilities to be in violation of the standards and specifications of the National Electric Safety Code and other standards and specifications imposed on such equipment and facilities by federal or state laws and regulations, unless required by an applicable regulation, permit, order, or approved corrective action or remediation plan. If Grantee's use of the Premises will unavoidably create a condition which will cause such a violation, Grantee shall notify Grantor in writing at least 15 days in advance. Grantee shall use caution in operating machinery and equipment on the Premises to assure clearance between the machinery and equipment and Grantor's equipment and facilities. Before drilling, digging, excavating, or otherwise disturbing the subsurface of the Premises, Grantee shall notify Grantor and seek information as to underground equipment and facilities in the area where such activities will take place and the precautions necessary to insure that Grantor's underground equipment and facilities are not damaged or destroyed.

4. **Mineral and Mining Rights.** All mineral and mining rights in the Premises not owned by Grantor.
5. **Existing Easements and Rights-of-way.** All existing easements and rights-of-way in favor of third parties for public utilities, public roads, electric power facilities, telephone lines, railroad lines and the facilities located thereon.
6. **Prior Rights of Others.** Any and all prior rights of others which would be evident by a survey of the Premises whether or not documents therefor are of record.
7. **Property Taxes.** Any liens for ad valorem taxes for the current year which constitute a lien not yet payable, which lien Grantor shall pay.
8. **Indenture.** That certain indenture executed by Grantor to the Chemical Bank and Trust Company (now Chemical Bank), as Trustee, dated January 1, 1942, as amended and supplemented. Grantor warrants that it will, within One Hundred Twenty (120) days from the date of this conveyance, secure release from said indenture of the lands conveyed hereunder subject to the rights retained herein by Grantor.
9. **Abandonment.** In the event the Grantor completely removes each and every item of equipment or facilities on the Premises and makes no use of any part of the Premises for purposes within the scope of the easement reserved herein for a period of one year, the Grantee may give the Grantor written notice of the apparent abandonment and the Grantor's easement shall expire and terminate if the Grantor makes no use of any part of the Premises for purposes within the scope of said easement for a period of one year from the receipt by the Grantor of such notice, after which time the Grantee shall have complete title to the entirety of the Premises as if no easement had ever been reserved.
10. **Notice of Covenants.** In addition to all terms contained elsewhere in this Deed, the Premises herein are conveyed subject to certain "Releases, Indemnities, Reimbursements, Notices and Covenants Not to Sue" set forth in Section 7 of that certain Settlement Agreement by and between Alabama Power Company and Monsanto Company dated the 20th day of December, 1993, which are more particularly described as follows:

- Section 7.1. Cleanup, Remediation, and Corrective Action Costs.
- Section 7.2. Damages in the Nature of Natural Resource Damages.
- Section 7.3. Injuries from Future Exposure to Hazardous Substances.
- Section 7.4. Injuries to Grantee's Employees, Agents, and Contractors from Grantor's Equipment and Facilities.

- Section 7.5. Injuries to Grantor's Employees, Agents, and Contractors from Future Exposure to Hazardous Substances.
- Section 7.6. Notice of Costs, Expenditures and Claims.
- Section 7.7. Cost of Relocation, Reinstallation, and Replacement of Grantor's Equipment and Facilities.
- Section 7.8. Covenant Not to Sue.
- Section 7.9. Limitations.

Section 7 of said Settlement Agreement is incorporated herein by reference as though set out in full and the provisions thereof shall constitute covenants and shall run with the title to the land herein conveyed and be applicable and binding forever between the parties and their successors and assigns. Inquiries regarding this incorporation by reference should be directed to Monsanto Company, 800 N. Lindbergh Blvd., St. Louis, MO, 63167 or Alabama Power Company, 600 N. 18th Street, Birmingham, AL, 35203.

11. **Disclaimers and Limitations.** Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Premises including, but not limited to, the water, soil and geology, and the suitability thereof for any uses Grantee may elect to conduct thereon, and (ii) except for any warranties contained in the deed conveying the Premises from Grantor to Grantee, the nature and extent of any right-of-way, possession, lien, encumbrance, license, reservation, condition or otherwise. Grantor has not made and does not make any representations concerning the physical condition, the habitability or the quality of construction, workmanship, merchantability or fitness for any particular purpose, the accuracy or completeness of any information or data provided by Grantor to Grantee and compliance with law or any other matter affecting or related to the Premises. Grantee expressly acknowledges that no such other representations have been made. It is expressly understood and agreed that the Premises contain hazardous substances and that the Premises are being conveyed hereunder "AS IS" and "WITH ALL FAULTS", without any representation or warranty by Grantor. Grantee expressly acknowledges to Grantor that Grantee has entered into that certain Settlement Agreement made by and between Grantor and Grantee dated December 20, 1993 and accepted the conveyance of the Premises without relying upon any such representation or warranty by Grantor, its agents or contractors, or by any other person or entity with respect to the condition of the Premises or any part thereof.
12. **Covenants Running with the Land.** The provisions, conditions, releases, indemnities, and other undertakings hereinabove concerning the Premises and the easement retained by the Grantor, shall constitute covenants and shall run with the title to the land herein conveyed and be applicable and binding forever between the parties and their successors and assigns.
13. **Settlement Agreement.** Grantor and Grantee intend that all the provisions of that certain Settlement Agreement made by and between Grantor and Grantee December 20, 1993, shall survive and remain fully effective and undisturbed notwithstanding the execution of this conveyance or any generally applicable principles of merger associated with and otherwise applicable to documents of real estate conveyances.

TO HAVE AND TO HOLD unto the said Monsanto Company, a Delaware corporation, its successors and assigns, FOREVER.

IN TESTIMONY WHEREOF, the said Alabama Power Company, and Monsanto Company, by their duly authorized officers, have hereunto caused this instrument to be executed and to be effective this 21st day of December, 1993.

GRANTOR:

ALABAMA POWER COMPANY

WITNESS:

Donnie Gurner

By:

*N. Ronald Smith*Its: Vice President

GRANTEE:

MONSANTO COMPANY

WITNESS:

By:

*Michael L. Foreman*Its: Director, Remedial Projects

STATE OF Alabama

BOOK 1891 PAGE 744

COUNTY OF Calhoun

I, Kathryn G. Walcott, a notary public in and for said county in said state, hereby certify that Robert S. Fitch, whose name as Vice President of ALABAMA POWER COMPANY, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 21st day of December, 1993.

Kathryn G. Walcott
Notary Public

[Notarial Seal]

My Commission Expires: January 26, 1996

STATE OF Missouri

COUNTY OF St. Charles

I, Joani M. Madden, a notary public in and for said county in said state, hereby certify that Michael R. Foresman, whose name as Director, Remedial Effects of MONSANTO COMPANY, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 28th day of December, 1993.

Joani M. Madden
Notary Public

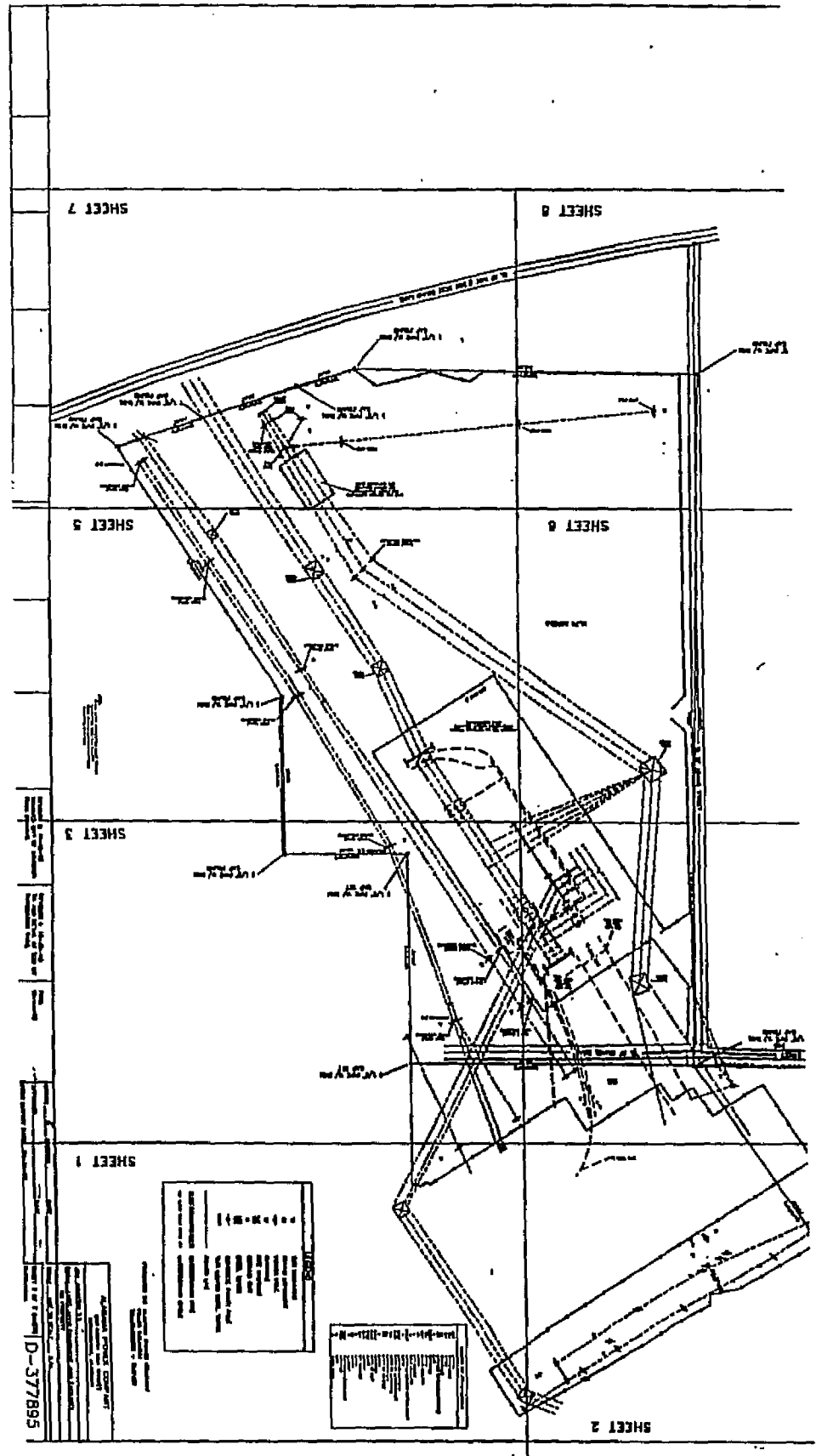
[Notarial Seal]

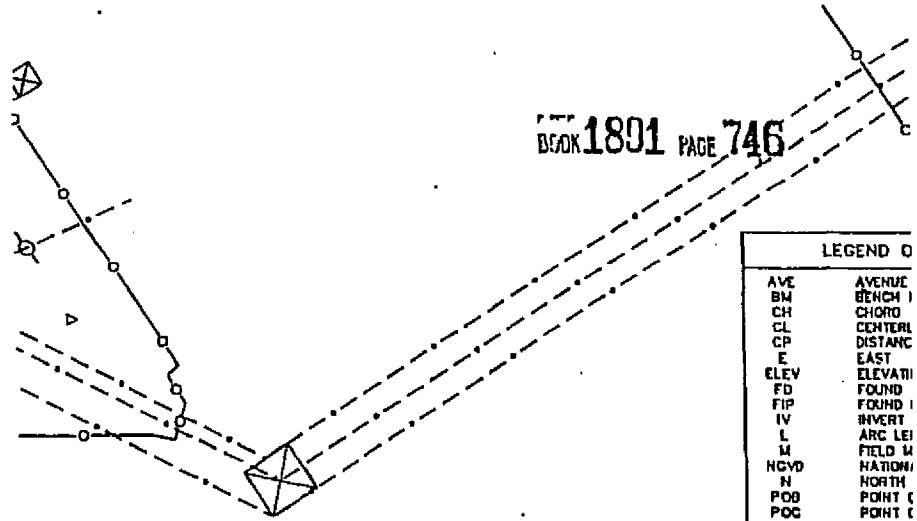
My Commission Expires: NOTARY PUBLIC STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 29, 1996
ST. CHARLES COUNTY

Deed

6

DSW 128990





LEGEND	
AVE	AVENUE
BM	BENCH MARK
CH	CHORD
CL	CENTERLINE
CP	CORNER POINT
E	EAST
ELEV	ELEVATION
FD	FOUND
FIP	FOUND IN PLACE
IV	INVERT
L	ARC LENGTH
M	FIELD MARK
NGVD	NATIONAL GEODETIC
N	NORTH
POB	POINT OF BEGINNING
POC	POINT OF CURVATURE
PC	POINT OF CURVATURE
PL	PROPER
PT	POINT
R	RADIUS
REC	RECORD
ROW	RIGHT OF WAY
RND	RANGE
SEC	SECTION
SIP	SET IN PLACE
S	SOUTH
ST	STREET
T	TANGENT
TBM	TEMPORARY BENCH MARK
TWN	TOWNSHIP
W	WEST
Δ	DELTA

LEGEND	
●	SET MONUMENT
○	FOUND MONUMENT
⊙	POWER POLE
⊕	MANHOLE
⊗	FIRE HYDRANT
△	GROUND GUY
⊠	STEEL TOWER
●—	CONCRETE POWER POLE
⌵	TWO LEGGED STEEL TOWER
---	POWER LINE
=====	UNDERGROUND PIPE
- - - - -	UNDERGROUND CABLE

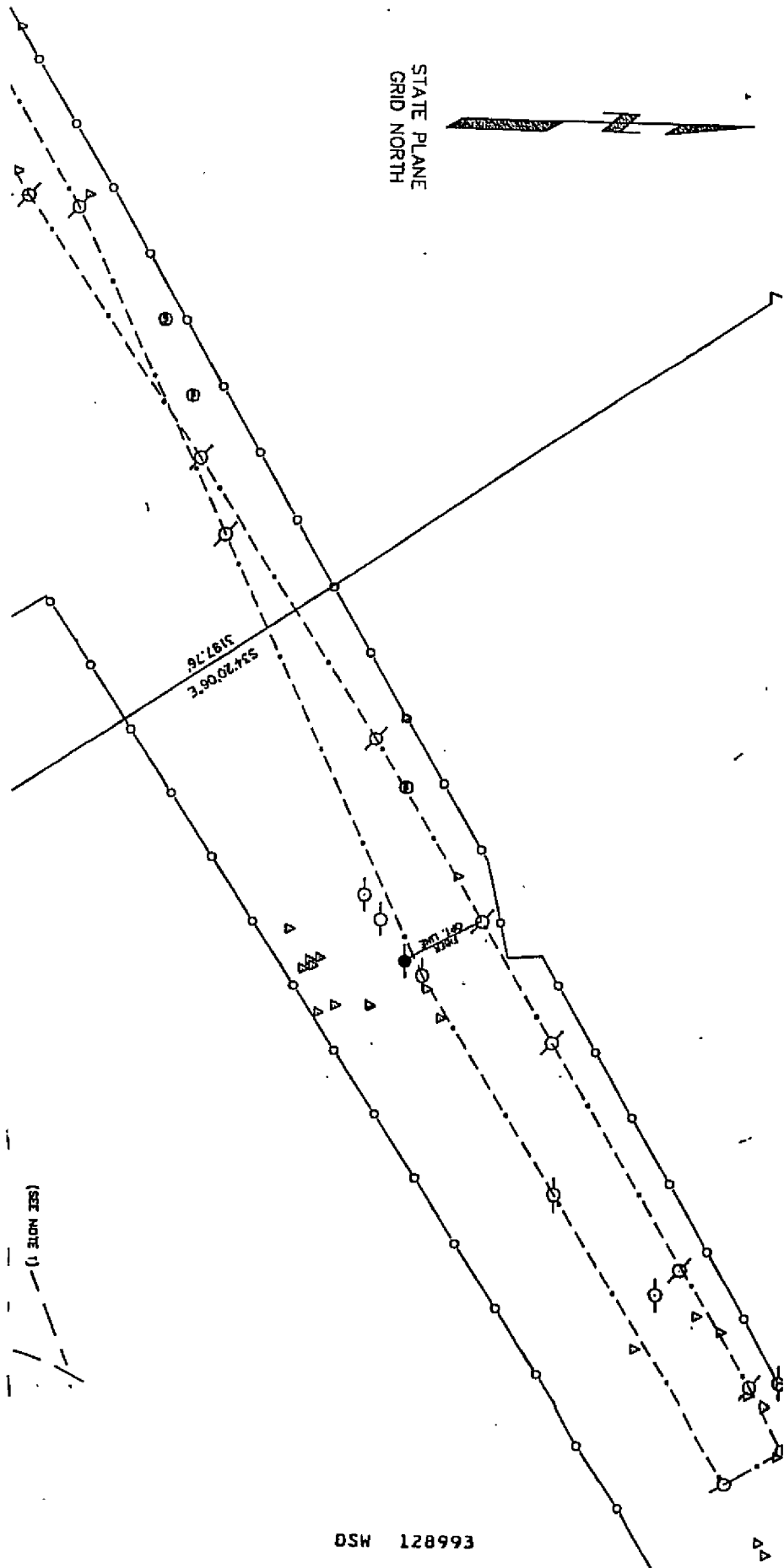
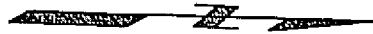
PRODUCED BY: ALABAMA POWER CO
POWER DELIVERY
TRANSMISSION - S

SHEET 1
SCALE 1" = 60'

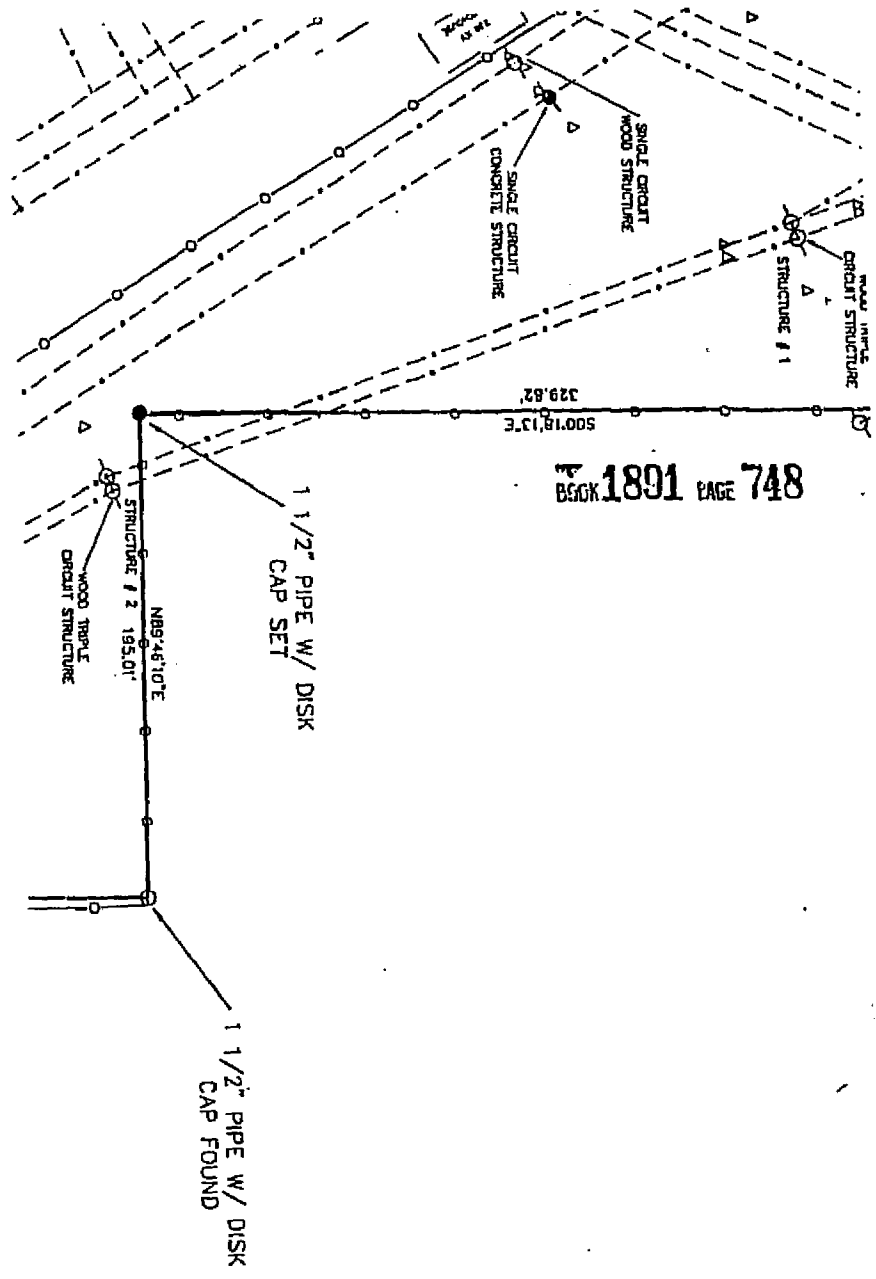
ALABAMA POWER 600 NORTH 18th BIRMINGHAM, AL	
JOB ANNISTON T.S.	
DETAIL LABEL APCO EQUIPMENT ON PROPERTY	
SCALE 1" = 60'	B/A
DATE 09-29-93	SHEET 2 OF 2 SHEETS SUPERSEDES

D—

STATE PLANE
GRID NORTH



DSW 128993



BOOK 1891 PAGE 748

SHEET 3
SCALE 1" = 60'

REVISION 1: 10-22-93
TO ADD DETAIL OF 230 KV
SUBSTATION YARD.

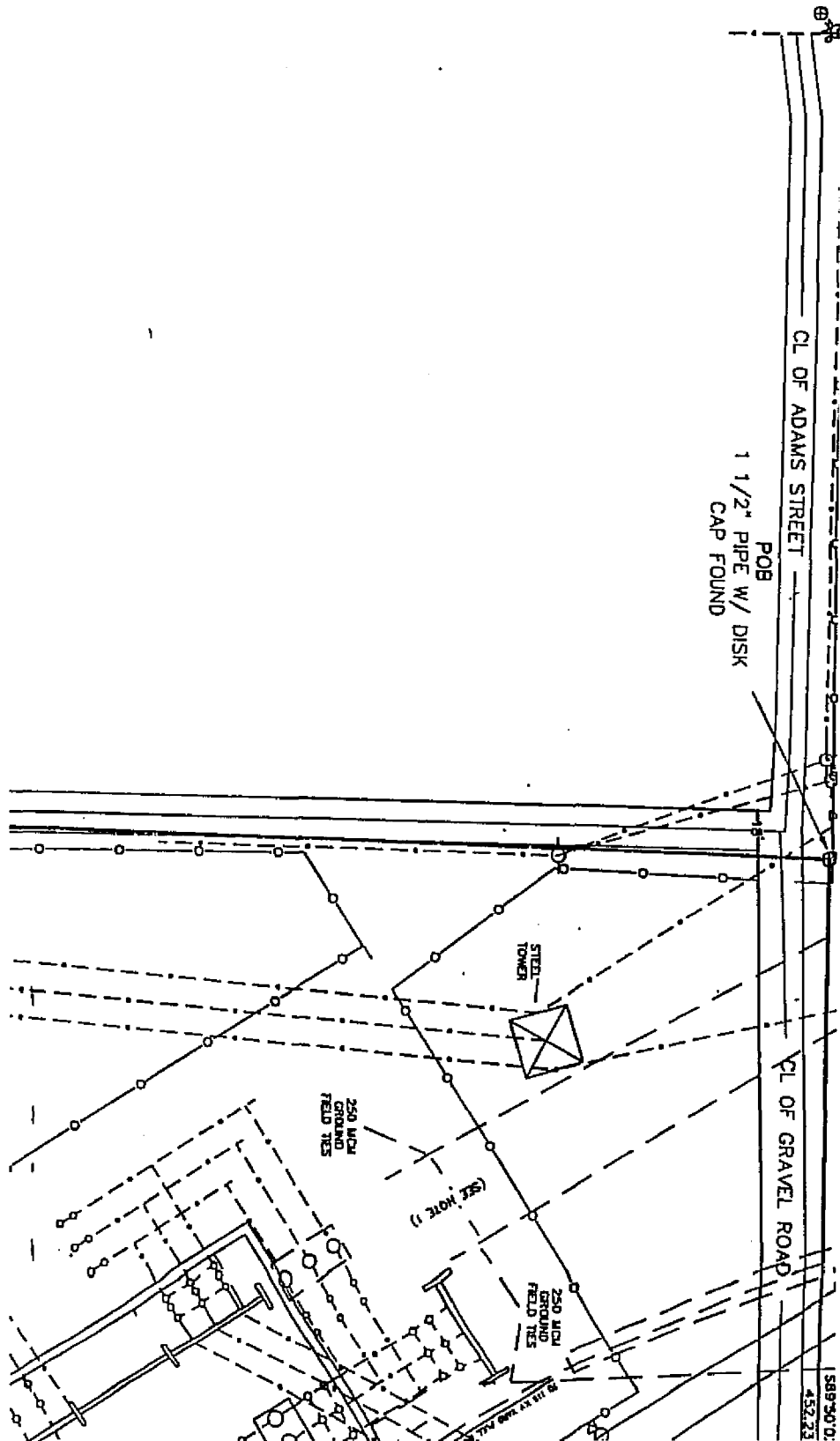
7595
10-14-93

DSW 128994

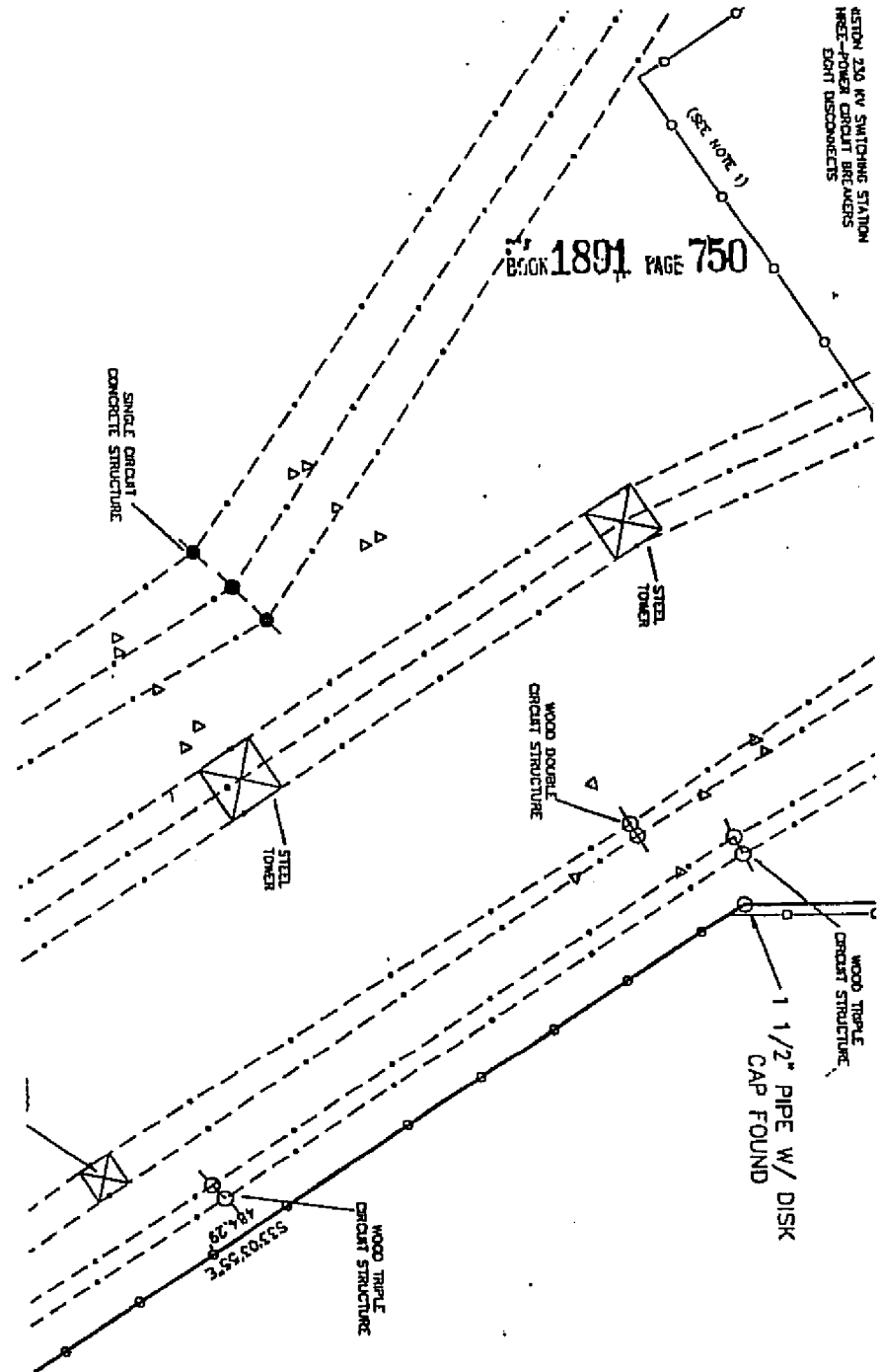
ADAD21-010826
HARTOLDMON0031803

SHEET 4

SCALE 1" = 60'



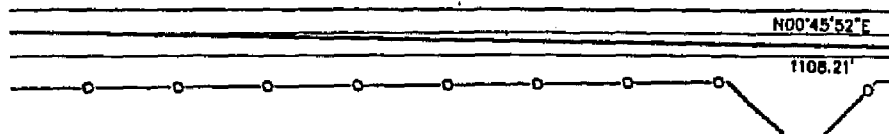
BOOK 1891 PAGE 750



NOTE:
1) ALL DETAIL 1
SUBSTATION
FROM DRAW
D-195350,

EXHIBIT A TO DEED
 CALHOUN COUNTY, ALABAMA
 SECTION 12
 TWN-16-S, RNG-07-E

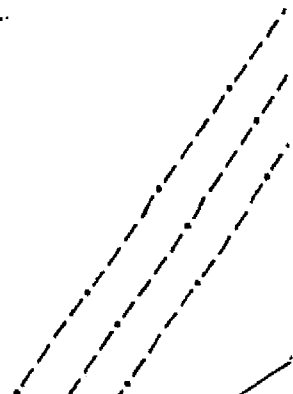
GENERAL DEPICTION OF TYPE, QUANTITY AND LOCATION OF ALABAMA POWER COMPANY EQUIPMENT AND FACILITIES ON LANDS CONVEYED TO MONSANTO COMPANY. (DO NOT INCLUDE EQUIPMENT AND FACILITIES NOT OWNED BY ALABAMA POWER COMPANY)



SHEET 6

16.74 ACRES±

DSW 128997



ADAD21-010829
 HARTOLDMON0031806

1891
B90X
FACE 752

WEST END DISTRICT SUBSTATION
ONE POWER TRANSFORMER
TWO CIRCUIT BREAKERS
ONE CAPACITOR BANK

WOOD POLE

WOOD POLE
SINGLE CIRCUIT
WOOD POLE
STRUCTURE

1 1/2" PIPE W/ DISK
CAP FOUND

574.44' W
548.38'

WOOD POLE
STEEL
SWITCH

575.49.01' W
97.04'

1 1/2" PIPE W/ DISK
CAP FOUND

571.37.19' W
145.35'

1 1/2" PIPE W/ DISK
CAP FOUND

1 1/2" PIPE W/ DISK
CAP FOUND

WOOD TRIPLE
CIRCUIT STRUCTURE

STRUCTURE # 5

DSW 128898
B66821 MSD

21 OF HWY # 202 WEST BOUND LANE

ADAD21-010830
HARTOLDMON0031807

30 JUL 68
ARTHUR C MURRAY
PROBATE JUDGE

1 1/2" PIPE W/ DISK
CAP FOUND

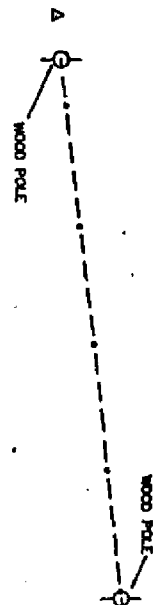
Mch. Tax
Elec. Tax
Co. & P. Fee
Pac. Fee
Ind. Fee
TOTAL

25.0
1.0
37.5
2.2
65.7

SHEET 8
SCALE 1" = 60'

DSW 128999

N89°14'41"W
548.36'



Monsanto

Monsanto Chemical Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63167
Phone: (314) 694-1000

September 24, 1993

Mr. W. R. Smith
Vice President
Alabama Power Company
925 Quintard Avenue
P.O. Box 129
Anniston, Alabama 36202

Dear Mr. Smith:

We have reviewed your letter of September 22, 1993 and the indemnification language in paragraph #3. Given the uncertainty inherent in any future litigation for both our companies, we wished to avoid protracted, and perhaps fruitless, discussions over the indemnification limits and/or cash-out payments. Accordingly, we have proposed instead revised language which supports the spirit of future cooperation between Monsanto and Alabama Power.

In order to avoid confusion we have drafted the settlement proposal consistent with the format in your letters of September 14 and September 22.

1. Monsanto will take back title to the original land (13.3 acres) plus additional acres south of old Fifth Street and north of the 13.3 acre tract (approximately 3-5 acres) necessary to place the entire 230 kv switchyard under a single ownership. Alabama Power will grant Monsanto access on a reasonable basis to other Alabama Power land for assessment and/or remediation purposes as required by relevant authorities or as mutually agreed. Alabama Power will retain title to any electrical equipment on the land and will retain a perpetual easement for current and future uses of the property for electrical distribution and transmission equipment as long as such uses do not violate restrictions imposed on the site by applicable regulations, permits, orders or an approved corrective action plan. In conjunction with this transfer of land, Monsanto will indemnify Alabama Power for any claims brought against Alabama Power by employees, contractors or agents of Monsanto for damages alleged to be caused in whole or in

DSW 129092

ADAD21-010832
HARTOLDMON0031809

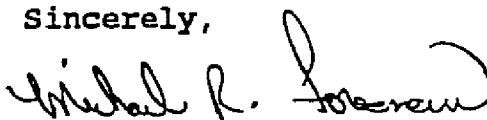
part by Alabama Power's electrical equipment or facilities on the transferred land or any land to which Monsanto is given access for assessment and/or remediation purposes after settlement of this matter except where the damages result from a negligent act or omission by Alabama Power, its employees, agents, or contractors.

2. Monsanto will take full financial and operational responsibility for environmental assessment and remediation of the landfill, including any off-site migration, and will manage all negotiations with regulatory agencies, investigations and remediation activities. Monsanto will keep Alabama Power informed of all major developments at the site, including providing copies of all correspondence to and from all involved agencies and interested parties by some convenient and prompt means. With regard to a non-disclosure agreement, we are willing to allow Steve McKinney and Steve Krchma to work out this aspect of the arrangement starting with our draft confidentiality agreement forwarded under cover dated September 21, 1993.
3. Each party will release the other from any claims related to the site and Monsanto will indemnify Alabama Power from any claims brought by anyone based solely on exposure after the transfer of the property, as to hazardous substances at or from the site except for those claims brought by Alabama Power's employees, agents or contractors which are based on injuries alleged to be caused in whole or part by exposure to hazardous substances at the site after the transfer of the property. Further, Alabama Power and Monsanto agree that, in the event a claim is brought against Alabama Power or Monsanto or both by any person or entity not a present or past employee, contractor or agent of Alabama Power or Monsanto, based in whole or in part upon allegations of exposure to hazardous substances at or from the landfill, neither Alabama Power nor Monsanto will seek to impead or to assert any third-party claim or cross-claim of any type against the other, and that Alabama Power and Monsanto will fully cooperate with one another in the defense of any such matter. This provision shall not be construed to mean or imply that Alabama Power or Monsanto will withhold any discoverable information from each other or from any claimant or court.
4. Monsanto will assume 50% of the financial responsibility for any relocation, reinstallation or replacement of electrical transmission and distribution equipment and facilities required to perform necessary assessment or remediation activities or to comply with an approved corrective action plan or any final order of any state or federal agency or court with jurisdiction over the matter.
5. Neither party will initiate suit against the other for any claims relating to the site except to enforce the provisions of this agreement.

6. Alabama Power will indemnify Monsanto for any claims brought against Monsanto by employees, agents, or contractors of Alabama Power for damages alleged to be caused in whole or in part by exposure to hazardous substances after the transfer of the property except where the damages result from a negligent act or omission by Monsanto, its employees, agents, or contractors.
7. Alabama Power will make a one-time payment to Monsanto of \$775,000.00 in complete fulfillment of Alabama Power's financial responsibility to Monsanto under this agreement.

We will be available early next week to finalize the settlement proposal by a meeting or teleconference as appropriate.

Sincerely,



Michael R. Foresman
Director, Remedial Projects

cc: W. L. Defer - 1060
J. D. Grogan - Alabama Power Company
J. P. Hyland - F2EB
S. P. Krchma - E2NK
S. G. McKinney - Balch & Bingham

DSW 129094

ADAD21-010834
HARTOLDMON0031811

Monsanto

Monsanto Chemical Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63167
Phone: (314) 694-1000

September 21, 1993

Mr. W. R. Smith
Vice President
Alabama Power Company
925 Quintard Avenue
P. O. Box 129
Anniston, Alabama 36202

Re: Anniston Transmission
Substation Property

Dear Mr. Smith:

I enjoyed talking with you yesterday and am pleased that we were able to reach agreement on several major issues associated with the transfer of the referenced property as follows:

1. Indemnification for future claims after settlement.
Monsanto letter of 9/7/93 Monsanto #7 and APCO #6.
2. One time payment of \$775K by Alabama Power in complete fulfillment of Alabama Power's financial responsibility to Monsanto.
3. 50/50 cost sharing by Monsanto and Alabama Power for relocating of equipment required by the approved corrective measures plan.

The two remaining issues were the "third party non-disclosure agreement" for information and correspondence provided by Monsanto to Alabama Power and indemnification for claims during Alabama Power's ownership of the property.

I agreed to provide "draft language" of a third party non-disclosure agreement that would protect release of confidential information but also allow Alabama Power to adequately handle public communications associated with its involvement with the property. A copy of such a draft is enclosed for your review.

You agreed to review the indemnification issue with your team and provide a response to my attention.

1. Confidentiality

1.1 **Shared Information.** From time to time, the Parties will disclose or transmit to each other, directly or through counsel, information for the purpose of coordinating activities that are necessary and proper to carry out the purposes of this Agreement. Shared information may be disclosed to or transferred among the Parties orally or in writing or by any other appropriate means of communication. The Parties intend that no claim of work product privilege or other privilege be waived by reason of participation or cooperation pursuant to this Agreement.

1.2 **Confidentiality of Shared Information.** (a) Each Party agrees that all shared information received from any other Member of its counsel, technical consultant, or common counsel pursuant to this Agreement shall be held in strict confidence by the receiving Member and by all persons to whom confidential information is revealed by the receiving Member pursuant to this Agreement, and that such information shall be used only in connection with conducting such activities as are necessary and proper to carry out the purposed of this Agreement;

(b) Shared information that is exchanged in written or in document form and is intended to be kept confidential may, but need not, be marked "Confidential" or with a similar legend. If such information becomes the subject of an administrative or judicial order requiring disclosure of such information by a Party, where the information will be unprotected by confidentiality obligations, the Party may satisfy its confidentiality obligations hereunder by notifying the Party that generated the information.

(c) Each Party shall take all necessary and appropriate measures to ensure that any person who is granted access to any shared information or who participates in work on common projects or who otherwise assists any counsel or technical consultant in connection with this Agreement, is familiar with the terms of this Agreement and complies with such terms as they relate to the duties of such person;

(d) The Parties intend by this Section to protect from disclosure all confidential information and documents shared among Parties to the greatest extent permitted by law regardless of whether the sharing occurred before execution of this Agreement and regardless of whether the writing or document is marked "Confidential";

DSW . 129100

(e) The confidentiality obligations of the Parties under this Section shall remain in full force and effect, without regard to whether actions arising out of the Site are terminated by final judgement or agreement and shall survive the termination of this Agreement. The provisions of this Section shall not apply to information which is now or hereafter becomes public knowledge without violation of this Agreement, or which is sought and obtained from a Party pursuant to applicable discovery procedures and not otherwise protected from disclosure; either Party may disclose confidential information which is not public knowledge by supplying such information to the other party and obtaining written permission for its release, which will not be unreasonably withheld.

(f) Upon termination, documents or other physical materials containing confidential information provided by either Party shall be promptly returned to such Party together with all copies thereof.

Alabama Power Company
#25 Quintard Avenue
Post Office Box 129
Anniston, Alabama 36202
Telephone 205 231-3301

W. Ronald Smith
Vice President



September 22, 1993

Mr. Michael R. Foresman
Director, Remedial Projects
Monsanto Chemical Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63167

Dear Mr. Foresman:

We have examined Monsanto's settlement proposal dated September 7 and your letter dated September 21 following up on our telephone conversation of Monday, September 20. Set out below are the elements of the settlement we proposed in our letter of September 14 revised to reflect our discussions and a response to your letter of September 21. We hope this will resolve all issues between us.

1. Monsanto will take back title to the original land (13.3 acres) plus additional acres south of old Fifth Street and north of the 13.3 acre tract (approximately 3-5 acres) necessary to place the entire 230 kv switchyard under a single ownership. Alabama Power will grant Monsanto access on a reasonable basis to other Alabama Power land for assessment and/or remediation purposes as required by relevant authorities or as mutually agreed. Alabama Power will retain title to any electrical equipment on the land and will retain a perpetual easement for current and future uses of the property for electrical distribution and transmission equipment as long as such uses do not violate restrictions imposed on the site by applicable regulations, permits, orders or an approved corrective action plan. In conjunction with this transfer of land, Monsanto will indemnify Alabama Power for any claims brought against Alabama Power by employees, contractors or agents of Monsanto related to injuries alleged to be caused in whole or in part by Alabama Power's electrical equipment or facilities on the transferred land or any land to which Monsanto is given access for assessment and/or remediation purposes.
2. Monsanto will take full financial and operational responsibility for environmental assessment and remediation of the landfill, including any off-site migration, and will manage all negotiations with regulatory agencies, investigations and remediation activities. Monsanto will also

accept full financial responsibility for any claims related to the site brought by any party for damages in the nature of "natural resource damages" such as those provided for under CERCLA Section 107(a)(4)(C) or other similar existing or future state or federal laws or causes of action. Monsanto will keep Alabama Power informed of all developments at the site, including providing copies of all correspondence to and from all involved agencies and interested parties by some convenient and prompt means. With regard to a non-disclosure agreement, we are willing to negotiate with you to reach an agreement limiting disclosure of trade secret information or the substance of private discussions had between the parties for decision-making purposes related to the assessment or remediation of the site. The applicability and scope of the limitations must be narrow. We have reviewed briefly the language forwarded with your letter of September 21 and believe it to be too broad for these purposes. Assuming we are in agreement on all other issues, I suggest we allow Steve McKinney and Steve Krchma to work out this aspect of the arrangement.

3. Monsanto will release Alabama Power from any claims related to the site and indemnify Alabama Power from any claims brought by anyone based on contamination at or from the site except for those claims brought by Alabama Power's employees, agents, or contractors which are based on injuries alleged to be caused solely by exposure to hazardous substances at the site after the transfer of the property. Further, Alabama Power will accept a 50% responsibility for the first cumulative \$1,000,000 of any judgment or judgments (up to a cumulative total Alabama Power financial responsibility of \$500,000) rendered against Alabama Power in favor of any claimant not a present or past employee, contractor or agent of Monsanto or Alabama Power where the judgment is based solely on exposure to the contamination at or from the landfill during Alabama Power's ownership of the landfill and where the lawsuit alleging the claim is brought within five years of the transfer of the property. Judgment amounts in excess of the cumulative \$1,000,000 will be the sole financial responsibility of Monsanto.
4. Monsanto will assume 50% of the financial responsibility for any relocation, reinstallation or replacement of electrical transmission and distribution equipment and facilities required to perform necessary assessment or remediation

activities or to comply with an approved corrective action plan or any final order of any state or federal agency or court with jurisdiction over the matter.

5. Alabama Power will not initiate suit against Monsanto for environmental assessment or remediation costs except to enforce the provisions of any settlement agreement or to defend itself from claims related to the site.
6. Alabama Power will indemnify Monsanto for claims brought by Alabama Power employees, agents or contractors against Monsanto for damages related to exposure to hazardous substances after the settlement of this matter except where the exposure results from a negligent act or omission by Monsanto, its employees, agents, or contractors or a failure by Monsanto to keep Alabama Power thoroughly informed as required by item #2.
7. Alabama Power will make a one-time payment to Monsanto of \$775,000.00 in complete fulfillment of Alabama Power's financial responsibility to Monsanto, except as provided in paragraph three above.

I hope that you will accept our revisions to paragraph three as a reasonable balance between the interests of Alabama Power and Monsanto. We would receive some form of long term protection from third party claims (for which we must invest the \$500,000 you referenced) and you would receive assurance that Alabama Power will not be encouraging such claims due to its considerable conditional liability. If these revised elements of a settlement are acceptable to Monsanto, we must begin immediately to translate these elements to a final settlement document. As always, the available time for accomplishing Monsanto's goal of managing this matter under RCRA as opposed to CERCLA is waning. We look forward to your prompt response.

Sincerely,



W. Ronald Smith

WRS/bbg

cc: Mr. William L. Defer
Mr. Steve McKinney
Mr. Willard Bowers

Alabama Power Company
325 Quintard Avenue
Post Office Box 129
Anniston, Alabama 36202
Telephone 205 231-3301

W. Ronald Smith
Vice President

cc: Robt. Jones
Pat Hyland via FAX



September 14, 1993

Mr. Michael R. Foresman
Director, Remedial Projects
Monsanto Chemical Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63167

Dear Mr. Foresman:

We have examined Monsanto's latest settlement proposal dated September 7. We are grateful for the progress our companies have made but we are concerned that major issues remain unresolved and time is becoming an increasingly critical factor. The following sets out what Alabama Power will require and provide in a settlement of this matter. We look forward to seeing you on September 21 and hope that we can finalize the matter at that time.

1) Monsanto will take back title to the original land (13.3 acres) plus additional acres south of old Fifth Street and north of the 13.3 acre tract (approximately 3-5 acres) necessary to place the entire 230 kv switchyard under a single ownership. Alabama Power will grant Monsanto access on a reasonable basis to other Alabama Power land for assessment and/or remediation purposes as required by relevant authorities or as mutually agreed. Alabama Power will retain title to any electrical equipment on the land and will retain a perpetual easement for current and future uses of the property for electrical distribution and transmission equipment as long as such uses do not violate restrictions imposed on the site by applicable regulations, permits, orders or an approved corrective action plan. In conjunction with this transfer of land, Monsanto will indemnify Alabama Power for any claims brought against Alabama Power by employees, contractors or agents of Monsanto related to injuries alleged to be caused in whole or in part by Alabama Power's electrical equipment or facilities on the transferred land or any land to which Monsanto is given access for assessment and/or remediation purposes.

DSW 129102

ADAD21-010841
HARTOLDMON0031818

2) Monsanto will take full financial and operational responsibility for environmental assessment and remediation of the landfill, including any off-site migration, and will manage all negotiations with regulatory agencies, investigations and remediation activities. Monsanto will keep Alabama Power informed of all developments at the site, including providing copies of all correspondence to and from all involved agencies and interested parties by some convenient and prompt means. We will not sign a "third party non-disclosure agreement" regarding this information.

3) Monsanto will release Alabama Power from any claims related to the site and indemnify Alabama Power from any claims brought by anyone based on contamination at or from the site except for those claims brought by Alabama Power's employees, agents, or contractors which are based on injuries alleged to be caused solely by exposure to hazardous substances at the site after the settlement of this matter.

4) Monsanto will assume 50% of the financial responsibility for any relocation, reinstallation or replacement of electrical transmission and distribution equipment and facilities required to perform necessary assessment or remediation activities or to comply with an approved corrective action plan or any final order of any state or federal agency or court with jurisdiction over the matter.

5) Alabama Power will not initiate suit against Monsanto for environmental assessment or remediation costs except to enforce the provisions of any settlement agreement or to defend itself from claims related to the site.

6) Alabama Power will indemnify Monsanto for claims brought by Alabama Power employees, agents or contractors against Monsanto for damages related to exposure to hazardous substances after the settlement of this matter except where the exposure results from a negligent act or omission by Monsanto, its employees, agents, or contractors or a failure by Monsanto to keep Alabama Power thoroughly informed as required by item #2.

7) Alabama Power will make a one-time payment to Monsanto of \$ 600,000.00 in complete fulfillment of Alabama Power's financial responsibility to Monsanto.

DSW 129103

Please give Alabama Power's counter-proposal your thorough consideration prior to the meeting scheduled for September 21. In our view, a prompt resolution of this matter will greatly improve your chances of handling the remediation under the RCRA program. Please also be mindful that we have made a commitment to keep ADEM informed on this matter. If they ask us about the status of this matter, we must and will respond fully.

Sincerely,


W. Ronald Smith

WRS/bbg

cc: Mr. William L. Defer
Mr. Steve McKinney
Mr. Willard Bowers

DSW 129104

ADAD21-010843
HARTOLDMON0031820

Monsanto

The Chemical Group
800 N. Lindbergh Boulevard
St. Louis, Missouri 63167
Phone: (314) 694-1000

September 7, 1993

VIA FEDERAL EXPRESS

Mr. W. R. Smith
Vice President
Alabama Power Company
P. O. Box 129
Anniston, Alabama 36202

Dear Mr. Smith:

We have reviewed your letter of August 30 responding to our August 23 proposal for assuming ownership of a portion of the Anniston Transmission Substation property and accepting responsibility for any required environmental assessments and remediation relative to the landfill located on the property.

We are pleased that we have agreement in principal on our proposal and encouraged that we have agreement on many of the specific elements in the proposal. We appreciate your comments on those elements yet to be resolved and have given them careful consideration. Detailed below is a restatement of Monsanto's proposal, which we believe addresses all of Alabama Power Company's concerns, and is a good faith offer to reach settlement on this issue.

MONSANTO:

1. Take original land (13.3 acres) back plus the additional acres south of old Fifth Street and north of the 13.3 acre track (approximately 3-5 acres). Option for additional land if needed subject to approval by Alabama Power.
2. Perpetual easement to APCO for current and future uses for electrical distribution and transmission equipment that would not violate restrictions imposed on the site by applicable regulations, permits, orders, or approved corrective action plans and that is consistent with current easements on other Monsanto property.
3. Take responsibility for environmental assessment/remediation relative to the landfill (including off-site migration).

DSW 129105

ADAD21-010844
HARTOLDMON0031821

Mr. W. R. Smith
September 7, 1993
Page 2

4. Monsanto manages all negotiations with regulatory agencies, investigations and remediation activities. Monsanto would agree, subject to a third party non-disclosure agreement, to keep APCO informed of all major developments relative to the site and provide copies of all correspondence to and from all involved agencies and interested parties by some convenient and prompt means.
5. Monsanto releases APCO from any environmental assessment/remediation claims relative to the landfill(including off-site migration).
6. Monsanto shares a portion of the financial responsibility for relocating any equipment required by the approved corrective measures plan.
7. Monsanto indemnifies Alabama Power for all claims brought against Alabama Power by Monsanto's employees, agents, and contractors which result from any injuries sustained by such persons while they are working in the future around and under Alabama Power's electrical transmission equipment or while they are working in the future on property which is owned by Alabama Power.

APCO:

1. APCO retains title to all equipment on the transferred land.
2. APCO is granted a perpetual easement on the transferred land consistent with Monsanto item #2.
3. Grant Monsanto access to APCO property for investigation/remediation required by the agency.
4. APCO financial responsibility to Monsanto handled by one time buy-out, pay-as-you-go, or some combination.
5. Release Monsanto for past and future environmental assessment/remedial claims related to the landfill to the extent resolved by this settlement.
6. APCO indemnifies Monsanto for any claims resulting from injuries to its employees, agents, and contractors caused by future exposure to hazardous substances at the site (including both Monsanto and APCO property).

DSW 129106

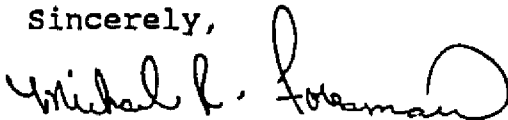
Mr. W. R. Smith
September 7, 1993
Page 3

Monsanto has made significant concessions in this proposal in terms of indemnification for past activities, sharing of APCO equipment relocation, and responsibility for environmental claims in order to settle this matter. Several issues remain as follows:

1. One-time buy-out option - Our offer for settlement contained in my letter of August 23, 1993, included a payment of \$1,000K and agreement to share the APCO equipment relocation costs on a 50/50 basis. While we appreciate your offer of a one-time payment of \$600K, we have a similar concern over your cost estimates for relocation of equipment and our potential exposure for a 50/50 sharing of expenses. Addressing these concerns we would be willing to settle the matter for a one-time payment of \$900K with the proposed 50/50 split of equipment relocation expenses or in the alternative, \$750K with a 25/75 Monsanto/APCO split of equipment relocation expenses.
2. Indemnification - We appreciate your review and discussion of the indemnification issue and the expressed understanding of our concerns after the property is transferred. In revising our proposal we are willing to limit the indemnification to an indemnification by both parties for future activities as stated in Monsanto #7 and APCO #6, if we can agree on some financial arrangement that would ensure APCO's future commitment to Monsanto on this issue. Several alternatives are available including a cost sharing for third party actions, agreement to cover all third party claims up to a cap of \$xM, or a one-time payment. While we prefer the first two options due to the unknowns, in the interest of crafting a "walk-away," Monsanto is willing to entertain a one-time payment of \$500K with the indemnifications limited to Monsanto #7 and APCO #6 in the proposal.

Please accept our proposal and the resolution of the two outstanding issues in the spirit in which it has been drafted to bring closure to this issue and move forward in a timely manner.

Sincerely,



Michael R. Foresman
Director, Remedial Projects

MRF\smith.ltr

c: ☒ W. L. Defer, 1060
J. D. Grogan, Alabama Power Company
J. P. Hyland, G4WT
- S. P. Krchma, E2NK
S. G. McKinney, Balch & Bingham

DSW 129102

Alabama Power Company
925 Quintard Avenue
Post Office Box 129
Anniston, Alabama 36202
Telephone 205 231-3301

W. Ronald Smith
Vice President



August 30, 1993

Mr. Michael R. Foresman
Director, Remedial Projects
Monsanto Chemical Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63167

Dear Mr. Foresman:

We have reviewed your letter dated August 23 setting out Monsanto's proposal for assuming ownership of a portion of the Anniston Transmission Substation property and for accepting responsibility for any necessary environmental assessment and response at the site. As we indicated in our meeting on August 17, 1993, Alabama Power is inclined to agree with Monsanto's proposal in principle and with many of the specific elements communicated to us in person on August 9 and in your letter. There remain, however, several elements of Monsanto's proposal, particularly as restated in your letter, to which Alabama Power does not agree. Accordingly, the specific elements of your proposal, as they appear in your letter, are restated below followed by Alabama Power's comments.

MONSANTO:

- 1) Take original land back (with option for additional land if required to manage RFI/CMS and remediation).

Comment. Alabama Power would prefer to determine in advance what lands will be transferred and avoid dividing the ownership of the 230 kv switchyard. Specifically, we would agree to convey the original land (13.3 acres) plus the additional acres south of old Fifth Street and north of the 13.3 acre tract (approximately 3-5 acres). If an option for additional land is still needed, we're willing to discuss it.

- 2) Perpetual easement to APCO for current use with certain restrictions.

Comment. Alabama Power must retain the ability to make additional future uses of the property for electrical distribution and transmission equipment that would not violate restrictions imposed on the site by applicable regulations, permits, orders or an approved corrective action plan.

- 3) Take responsibility for environmental assessment/remediation relative to the landfill (including off-site migration).

No Comment.

- 4) Monsanto manages all negotiations with regulatory agencies, investigations and remediation activities.

Comment. Alabama Power would expect to be kept informed of all developments and receive copies of all correspondence to and from all involved agencies and interested parties by some convenient and prompt means.

- 5) Monsanto releases APCO for any actions taken by APCO in regards to spreading of contamination from the landfill.

Comment. When Bill Defer stated Monsanto's position during the meeting of August 9, he made clear that Monsanto proposed to release Alabama Power from all environmental claims related to the site. In fact, this point was the subject of a request for clarification to confirm that Bill's use of the word "release" actually included the concept of indemnification for all environmental claims. The scope of the "release" stated in your letter is substantially less than originally proposed. Protection from all claims related to the environmental condition of this site is a critical aspect of any agreement allowing Monsanto to take control of the site. We can agree to this item as originally stated on August 9.

- 6) Monsanto shares a portion of the financial responsibility for relocating any equipment required by the approved corrective measures plan.

Comment. As set out as a footnote to your financial proposal, "a portion" equals 50%.

APCO:

- 1) APCO retains title to all equipment on the transferred land.

No comment.

DSW 129109

- 2) Perpetual easement subject to restrictions to be defined in the corrective measures plan approved by the agency.

Comment. We assume this refers to a perpetual easement APCo would retain after transferring fee simple title to the land to Monsanto. The comments above about future consistent uses apply here as well.

- 3) Grant Monsanto access to APCO property for investigation/remediation required by the agency.

No comment.

- 4) APCO financial responsibility to Monsanto handled by One Time Buyout, Pay-As-You-Go, or some combination.

Comment. Alabama Power would agree to a reasonable One Time Buyout, subject to acceptable resolution of other points of the settlement. We obviously have a difference of opinion about the price.

We have evaluated the financial proposals set out in your letter of August 23. While we do not agree totally with your cost estimates and the allocation factors employed, Alabama Power would agree to a one-time payment of \$600,000.00 provided we reach a satisfactory resolution to the other elements of the settlement.

- 5) Release Monsanto for past and future remedial claims related to the landfill.

Comment. This element was not mentioned in any of our previous discussions and it causes us some concern. Even if the transfer takes place, Alabama Power is open to suits by third parties including the government for remedial claims and must retain recourse against Monsanto. To the extent this item is intended to make clear that Alabama Power will not initiate actions against Monsanto for matters that have been resolved by the settlement, we are willing to discuss it. At this point, we do not agree to it as written.

- 6) Indemnify Monsanto for any claims (other than remediation) associated with the transferred land while under APCO ownership and with future APCO operations (on or off-site).

DSW 129110

Comment. This element is significantly different than the version communicated to us on August 9. As written, it would transfer to Alabama Power potential liabilities presently resting with Monsanto. This is completely at odds with the previously stated purpose of crafting a "walk away" settlement for Alabama Power. As with the newly expressed content of Monsanto's obligation #5 discussed above, Alabama Power does not accept this item as written.

As expressed on August 9, however, Monsanto requested an indemnity from Alabama Power for claims by Alabama Power employees, agents, or contractors resulting from Alabama Power's use of the site. We indicated at that time that Alabama Power would have certain defenses to such claims if brought now or in the future and that Alabama Power was not inclined to abandon such defenses by indemnifying Monsanto.

We understand you are concerned that Alabama Power's attitude toward the site after a transfer to Monsanto could change so as to encourage such claims against your company. In our view, any such claims at any time (whether against Alabama Power, Monsanto or both) would be very much contrary to the best interests of Alabama Power. We can emphatically assure you that we would not wish such claims (or favor those who do) upon ourselves or Monsanto, our customer. Furthermore, it is not unreasonable for Alabama Power to refuse Monsanto's request for an indemnity from a general fairness standpoint.

Alabama Power will accept responsibility for any claims resulting from injuries to its employees, agents, and contractors caused by exposure to hazardous substances at the site in the future. In return for this indemnity, Alabama Power will require indemnification from Monsanto covering all claims brought against Alabama Power by Monsanto's employees, agents and contractors which result from any injuries sustained by such persons while they are working around and under Alabama Power's electrical transmission equipment or while they are working on property which is owned by Alabama Power. Furthermore, in the event our commitment to avoid the behavior you fear is not sufficient, we are willing to discuss some financial arrangement that would not amount to indemnification but would buttress our commitment to you on the subject.

nsW 129111

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HARTOLDMON0031827

We realize that Monsanto as well as Alabama Power desires to resolve our differences and implement remedial actions in a very timely fashion. The state and federal environmental agencies are awaiting our plan of action and we anticipate your timely response to our proposals.

Sincerely,

A handwritten signature in cursive script, appearing to read "W. Ronald Smith".

W. Ronald Smith

WRS/bbg

cc: Mr. William L. Defer
Mr. Steve McKinney
Mr. Willard Bowers

DSW 129112

ADAD21-010851
HARTOLDMON0031828

Monsanto

PERFORMANCE EXCELLENCE
ANNISTON PLANT



Monsanto Chemical Company
A Unit of Monsanto Company
300 Birmingham Highway
Anniston, Alabama 36201
Office: (205) 236-8381

July 23, 1993

Mr. Willard L. Bowers
General Manager, Env. Affairs
Alabama Power Company
P. O. Box 2641
Birmingham, Alabama 35291

Dear Mr. Bowers:

Thank you for your July 16 letter concerning the landfill on APCO property.

As we discussed by telephone today, we agree that it is in the best interest of both our companies that we work together to resolve all issues without delay. We are willing to commence discussions with you promptly concerning arrangements under which the land could be transferred back to Monsanto, subject to agreements defining the relative rights, responsibilities and liabilities of Monsanto and APCO.

Like APCO, Monsanto is committed to compliance with applicable laws and regulations and responsible actions to protect the communities where we live and operate. We look forward to working with you to resolve this important matter promptly.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. L. DeFer", is written over a horizontal line.

William L. DeFer
Plant Manager

cc: Mr. Ronnie Smith

DSW 129120

ADAD21-010852
HARTOLDMON0031829

Monsanto

The Chemical Group
800 N. Lindbergh Boulevard
St. Louis, Missouri 63167
Phone: (314) 694-1000

August 23, 1993

Mr. W. R. Smith
Vice President
Alabama Power Company
Post Office Box 129
Anniston, Alabama 36202

Dear Mr. Smith:

In a July 16 memo Alabama Power Company (APCO) requested that Monsanto assume responsibility for and control over the environmental assessment and remedial response that may be required relative to the landfill on property transferred to APCO in 1961. Monsanto and APCO have met twice to discuss the transfer of the land back to Monsanto, subject to agreements defining the relative rights, responsibilities and liabilities of the parties. I'd like to take this opportunity to document Monsanto's position on the required key elements of such a transfer and to document Monsanto's specific financial proposals.

The Key Elements of a Transfer are as follows:

MONSANTO:

1. Take original land back (with option for additional land if required to manage RFI/CMS and remediation.)
2. Perpetual easement to APCO for current use, with certain restrictions.
3. Take responsibility for environmental assessment/remediation relative to the landfill (including off-site migration).
4. Monsanto manages all negotiations with regulatory agencies, investigations and remediation activities.
5. Monsanto releases APCO for any actions taken by APCO in regards to spreading of contamination from the landfill.

DSW 129113

ADAD21-010853
HARTOLDMON0031830

(2)

6. Monsanto shares a portion of the financial responsibility for relocating any equipment required by the approved corrective measures plan.

APCO:

1. APCO retains title to all equipment on the transferred land.
2. Perpetual easement subject to restrictions to be defined in the corrective measures plan approved by the agency.
3. Grant Monsanto access to APCO property for investigation/remediation required by the agency.
4. APCO financial responsibility to Monsanto handled by One Time Buyout, Pay-As-You-Go, or some combination.
5. Release Monsanto for past and future remedial claims related to the landfill.
6. Indemnify Monsanto for any claims (other than remediation) associated with the transferred land while under APCO ownership and with future APCO operations (on or off-site).

Monsanto understood that APCO was interested in a One Time Buyout option and made a proposal on that basis in our meeting on August 17. Included in that proposal is a premium to cover the uncertainty of the costs for investigation and remediation of soils and groundwater. The proposal was modified during negotiations to result in the following:

ONE-TIME BUYOUT OPTION

<u>Item</u>	<u>Mid Range Estimate</u>	<u>APCO %</u>	<u>APCO \$</u>
1. RFI/CMS	\$800K	12.5%	\$100K
2. RETAINING WALL	\$250K	100%	\$250K
3. STORMWATER RELOCATE	\$250K	80%	\$200K
4. ONSITE SOILS	\$100K	80%	\$80K
5. DITCH SEDIMENTS	\$300K	50%	\$150K
		SUBTOTAL*	\$780K
		PREMIUM**	\$220K
		TOTAL	\$1,000K

DSW 129114

ADAD21-010854
HARTOLDMON0031831

(3)

* Plus Monsanto shares 50% of any equipment relocation costs due to remediation.

** To cover uncertainties of the above cost estimates and APCO's share of any required groundwater treatment.

As indicated in the meeting on the 17th, Monsanto is also willing to accept a Pay-As-You-Go Option as follows:

PAY-AS-YOU-GO OPTION *

<u>Item</u>	<u>APCO %</u>
1. RFI/CMS	12.5%
2. RETAINING WALL	100%
3. STORMWATER RELOCATE	80%
4. ONSITE SOILS	80%
5. DITCH SEDIMENTS	50%
6. GROUNDWATER TREATMENT	12.5% **

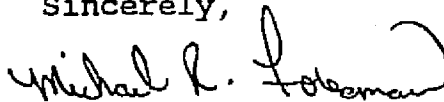
* Plus Monsanto share 50% of equipment relocation costs due to remediation.

** This percentage could be negotiated after the RFI/CMS is completed if we agree to dispute resolution by binding arbitration.

A listing of "Definitions" which further describe the individual items #1 through #6 is enclosed as Attachment 1.

Please give these Proposed Key Elements and Financial Options your serious consideration and get back to us with your response. We look forward to hearing from you and resolving this situation to our mutual satisfaction.

Sincerely,



Michael R. Foresman
Director, Remedial Projects

cc: W. L. Defer - 1060
J. D. Grogan - Alabama Power Company
J. P. Hyland - G4WT
S. P. Krchma - E2NK
S. G. McKinney - Balch & Bingham

DSW 129115

ADAD21-010855
HARTOLDMON0031832

ATTACHMENT 1

DEFINITIONS

1. RFI/CMS - The investigation required by the appropriate Agency to determine the extent and concentration of contaminants in the landfill and any migration from the landfill, to evaluation corrective action measures, and propose and develop remedial alternatives.
2. RETAINING WALL - In '74 a portion of the landfill was excavated for the installation of a switchyard and a concrete drainage ditch constructed between the landfill and the switchyard. The location of the switchyard and concrete drainage ditch relative to the landfill complicate the installation of a cap in that area. A retaining wall will be required to allow a proper cap to be placed on the landfill in that area. This will also necessitate the relocation of the stormwater flow from the concrete ditch. "RETAINING WALL" refers to all the cost of placing a cap on the face of the landfill in the area of the concrete drainage ditch, elimination of the existing stormwater ditch, and providing runoff control for the landfill face.
3. STORMWATER RELOCATE - As part of the installation of the "retaining wall", the stormwater flow in the concrete drainage ditch must be permanently relocated. Similarly the stormwater ditch to the West of the landfill will also require relocation away from the toe of the landfill. When the landfill was excavated for the switchyard in '74, the waste was reburied to the west of the original landfill changing the drainage patterns. This complicates the relocation of the stormwater flow on the west of the landfill by requiring additional excavation in the hillside. "STORMWATER RELOCATE" refers to all the costs associated with constructing a new drainage ditch from Highway 202 to the existing drainage ditch downstream of the switchyard.
4. ONSITE SOILS - this refers to the costs of remediation for soil outside the boundary of the landfill but still within the boundary of the current APCO property.
5. DITCH SEDIMENTS - this refers to the stormwater drainage ditch from Highway 202 to where it meets the Snow Creek Tributary in the vicinity of the intersection of McDaniel Avenue and 11th Street.
6. GROUNDWATER TREATMENT - This refers to any required treatment of groundwater. The 12.5% is based upon the amount attributable to the portion of the landfill relocated in '74.

Monsanto

*Total
Quality*

*...the best among the
competitive edge.*



PERFORMANCE EXCELLENCE
AND INNOVATION

Monsanto Chemical Company
A Unit of Monsanto Company
300 Birmingham Highway
Anniston, Alabama 36201
Office: (205) 236-6381

bcc: A. G. Faust - F2WJ
J. P. Hyland - G4WT
S. P. Krehma - E2NG
W. D. Lambert - F2EN

May 20, 1993

Mr. Willard L. Bowers
General Manager, Env. Affairs
Alabama Power Company
P. O. Box 2641
Birmingham, Alabama 35291

Dear Mr. Bowers:

An attempt has been made to gather the information that you requested in your letter dated May 3, 1993. There have been conversations between Mr. Robert Jones of my staff and Mr. Mike Godfrey with your organization, during which the information requested in your letter has been discussed extensively. Attached are two pieces of information that have not already been given to your group. One is a list of all materials believed to have been produced here as either a primary or a secondary product. The second is a map showing the location of our two closest wells and the last analysis done.

So far we have identified five waste streams that were placed into the landfill. Two different types of carbon electrodes have been found. One was from the manufacture of chlorine and the second from early furnace operations. Santotar, one of the black tar like materials found, was a bottoms stream from polyphenyl manufacturing. The other tar like material was a still bottom from Arochlor manufacturing. The last material appears to be a slag that we believe came from the phosphorus operation.

In our conversations with Mike, we have offered the use of our upgradient well and will be more than happy to provide any additional relevant information gathered during any previous investigations.

We would like to request that any information that Alabama Power now has or that becomes available concerning anything placed in the landfill since 1961 or any soil movement that was done be provided. This will enable us to help you better understand what else might have been placed into the landfill.

Sincerely,

William L. DeFer
Plant Manager

DSW 129122

ADAD21-010857
HARTOLDMON0031834

Materials believed to have been manufactured** sometime during the 1917 - 1961 time frame.

ferro manganese
silico manganese
ferro silicon
ferro phosphorus
phosphoric acid
trisodium phosphate
monosodium phosphate
disodium phosphate
monoammonium phosphate
diammonium phosphate
sodium metaphosphate
tetrasodium pyrophosphate
calcium carbide
aluminous abrasives
biphenyl
polyphenyl
aroclor (PCB)
monosodium fluoroacetate
phenyl, octadecyl, metatolyene and diphenylmethane isocyanates
chlorine/potassium hydroxide/sodium hydroxide
parathion
hydrochloric acid

** Either as a primary or a secondary product.

DSW 129128

ADAD21-010858
HARTOLDMON0031835

SBP-1
LAST SAMPLED ON 9/11/92
PARANITROPHENOL BQL
METHYL PARATHION BQL
ETHYL PARATHION BQL

AERATION
BASINS

BR-5
LAST SAMPLED ON 2/27/92
PARANITROPHENOL BQL
METHYL PARATHION BQL
ETHYL PARATHION BQL

LEGEND:

BQL - BELOW QUANTITATION LIMIT
PQL PARANITROPHENOL - 13.0 ug/L
PQL METHYL PARATHION - 6.5 ug/L
PQL ETHYL PARATHION - 7.4 ug/L

DSW 129129

Alabama Power Company
925 Quintard Avenue
Post Office Box 129
Anniston, Alabama 36202
Telephone 205 231-3301

W. Ronald Smith
Vice President



October 11, 1993

Mr. Michael R. Foresman
Director, Remedial Projects
Monsanto Chemical Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63167

Dear Mr. Foresman:

Your September 24 letter proposal was disappointing. Our understanding was that we had reached agreement subject to some compromise on the scope of Monsanto's indemnification of Alabama Power on claims brought by third parties for past damages or exposure. Our paragraph three was what we considered a rather generous attempt at a compromise. Your response included no compromise on this matter and would, in fact, significantly restrict Alabama Power's ability to defend itself in the event such a claim is raised.

Our previous compromise on the amount of money to be paid was based on the premise that Alabama Power would receive some protection from Monsanto from third party claims for damages related to alleged past exposure. Obviously, a settlement without such protection is worth less to Alabama Power. Nevertheless, in an effort to put forward our best offer, we will once again offer Monsanto a payment of \$775,000, subject to the terms and conditions set out below.

You will notice that we have eliminated the contentious issue of indemnification against third party claims related to past exposure. This proposal's principal terms are now based on items previously offered by Monsanto with the sole exception of your company's responsibility for natural resource damages. You will also note that we must ensure that any settlement does not imply any waiver of any claims or defenses either party may have against the other that are not specifically settled in the agreement. This is absolutely necessary if Monsanto is unwilling to provide Alabama Power with comprehensive indemnification protection.

The terms of our proposal are as follows.

1. Monsanto will take back title to the original land (13.3 acres) plus additional acres south of old Fifth Street and north of the 13.3 acre tract (approximately 3-5 acres) necessary to place the entire

DSW 129089

ADAD21-010860
HARTOLDMON0031837

230 kv switchyard under a single ownership. Alabama Power will grant Monsanto access on a reasonable basis to other Alabama Power land for assessment and/or remediation purposes as required by relevant authorities or as mutually agreed. Alabama Power will retain title to any electrical equipment on the land and will retain a perpetual easement for current and future uses of the property for electrical distribution and transmission equipment as long as such uses do not violate restrictions imposed on the site by applicable regulations, permits, orders or an approved corrective action plan. In conjunction with this transfer of land, Monsanto will indemnify Alabama Power for any claims brought against Alabama Power by employees, contractors or agents of Monsanto related to injuries alleged to be caused after the settlement of this matter in whole or in part by Alabama Power's electrical equipment or facilities on the transferred land or any land to which Monsanto is given access for assessment and/or remediation purposes.

2. Monsanto will take full financial and operational responsibility for environmental assessment and remediation of the landfill, including any off-site migration, and will manage all negotiations with regulatory agencies, investigations and remediation activities. Monsanto will also accept full financial responsibility for any claims related to the site brought by any party for damages in the nature of "natural resource damages" such as those provided for under CERCLA Section 107(a)(4)(C) or other similar existing or future state or federal laws or causes of action. Monsanto will keep Alabama Power informed of all developments at the site, including providing copies of all correspondence to and from all involved agencies and interested parties by some convenient and prompt means. With regard to a nondisclosure agreement, we remain willing to allow our counsel to negotiate with you further to reach an agreement on this aspect of the arrangement.

3. Except for claims described in paragraph 5 below, Monsanto will release Alabama Power from and indemnify Alabama Power against any claims brought by anyone based solely on exposure to hazardous substances at or from the site after the transfer of the property.

4. Monsanto will assume 50% of the financial responsibility for any relocation, reinstallation or replacement of electrical transmission and distribution equipment and facilities required to perform necessary assessment or remediation activities or to comply with an approved corrective action plan or any final order of any state or federal agency or court with jurisdiction over the matter.

DSW 129090

5. Alabama Power will indemnify Monsanto for claims brought by Alabama Power employees, agents or contractors against Monsanto for damages related solely to exposure to hazardous substances while on Monsanto property after the settlement of this matter except where the exposure results from a failure by Monsanto to keep Alabama Power informed as required by item #2. To be effective as intended, Alabama law requires that the indemnities provided throughout this agreement reference explicitly the intent to indemnify notwithstanding the negligence of the indemnified party.

6. Alabama Power will make a one-time payment to Monsanto of \$ 775,000.00 in complete fulfillment of Alabama Power's financial responsibility to Monsanto. Monsanto will release Alabama Power from and indemnify Alabama Power against any claims Monsanto or any other party might have for natural resource damages or any costs associated with the assessment and remediation of the site. Alabama Power will not sue Monsanto on account of such costs or claims except to enforce this agreement. In the event Monsanto's obligation to release and indemnify Alabama Power is to any extent invalidated or rendered unenforceable, Alabama Power's covenant not to sue Monsanto is to the same extent invalid by agreement and Monsanto agrees not to assert any defense of laches or any applicable statute of limitations based on the time period between the settlement of this matter and the invalidation or unenforceability of Monsanto's agreement to release and indemnify Alabama Power.

7. The settlement does not include and shall not be interpreted to include any waiver of or agreement not to sue or assert any claim, defense, crossclaim, argument or evidence either party may wish to assert in any action brought by either party or any third party, including the state or federal government, except where specifically provided in the settlement agreement.

Sincerely,



W. Ronald Smith

WRS/bbg

cc: Mr. William L. Defer ✓
Mr. Steve McKinney
Mr. Willard Bowers

DSW 129091

Alabama Power Company
600 North 18th Street
Post Office Box 2641
Birmingham, Alabama 35291
Telephone 205 250-1000



May 3, 1993

Mr. William L. DeFer
Plant Manager
Monsanto Chemical Company
300 Birmingham Highway
Anniston, Alabama 36201

Dear Mr. DeFer:

Thank you for meeting with us last Tuesday. As we indicated in the meeting, we are extremely interested in obtaining any information you might have which would aid our efforts to evaluate the environmental status, risks and impact, if any, of the portion of the Monsanto landfill existing on property conveyed to us in 1961. Alabama Power is concerned about potential hazards the landfill may pose to the environment, the public and the safety of Alabama Power Company employees working around the electrical facilities on the property and, more particularly, to any persons involved in assessing the site. Considering the age of the landfill and its potential uses during the 40's and 50's, any available information on actual or potential environmental conditions or potential environmental or safety hazards could be critically important. In addition, we want to avoid unnecessary or duplicative assessment work as we go forward.

To achieve these goals we request the following from Monsanto:

- 1) any information relating to the pending RCRA corrective action at Monsanto's Anniston plant, including draft and final remedial investigation or feasibility studies or the equivalent, data from monitoring or site assessment efforts, historical information about the plant, etc.;
- 2) historical records or recollections of the types and quantities of materials placed in the landfill on Alabama Power property, possible methods of disposal, when the landfill was used, its size, possible sources of the black material found at the site, and any correspondence with governmental agencies about the landfill; and
- 3) data, information, or reports, including maps, on any environmental assessments ongoing or in the past related to the landfill on Alabama Power property (including the portion still on Monsanto property) and the two other Monsanto landfills in the immediate vicinity.

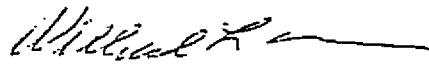
DSW 129130

ADAD21-010863
HARTOLDMON0031840

Mr. William L. DeFer
May 3, 1993
Page Two

We realize that some of this information may be available through local, state, and federal agencies. However, we would rather obtain this information from you. I look forward to your cooperation and to working with you in this effort. If you have any questions, please call.

Sincerely,



Willard L. Bowers
General Manager
Environmental Affairs

:ld

cc: Pat Hyland
Ronnie Smith

DSW 129131

ADAD21-010864
HARTOLDMON0031841

Alabama Power Company
925 Quintard Avenue
Post Office Box 129
Anniston, Alabama 36202
Telephone 205 231-3301

W. Ronald Smith
Vice President



October 30, 1993

Mr. Michael R. Foresman
Director, Remedial Projects
Monsanto
The Chemical Group
800 N. Lindbergh Boulevard
St. Louis, Missouri 63167

Re: Settlement Documents

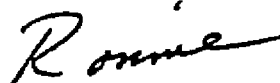
Dear Mike:

I am very pleased that we have been able to settle the matter related to the property here in Anniston. Enclosed are the documents necessary to carry out the agreement reached Wednesday the 20th in your offices. Copies for Steve Krchma and Roy Cooper are also enclosed.

I instructed Steve McKinney to prepare these documents in strict conformity with the substantive provisions of the letter we used to reach agreement on the 20th (including changes made during that meeting). I have reviewed the documents and believe them to be in accordance with my instructions. Furthermore, I believe that the best interests of both Alabama Power and Monsanto require that we act expeditiously. I have, therefore, executed and enclosed two originals on behalf of Alabama Power Company. Please review these documents, and if you find them in order, execute the Settlement Agreement on behalf of Monsanto and return one of the originals to me. Upon receipt of the executed Settlement Agreement, we will act immediately to close the real estate conveyance and provide Monsanto with Alabama Power's payment and possession of the property.

If you have questions, please call me. I look forward to hearing from you soon.

Sincerely,


W. Ronald Smith

WRS/bbg

Enclosures

cc: Mr. William L. Defer
Mr. Steve McKinney
Mr. Willard Bowers

DSW 129036

ADAD21-010865
HARTOLDMON0031842

STATE OF ALABAMA

CALHOUN COUNTY

SETTLEMENT AGREEMENT

THIS AGREEMENT, made as of this 20th day of October, 1993, by and between ALABAMA POWER COMPANY, an Alabama corporation ("Grantor"), and MONSANTO CHEMICAL COMPANY, a(n) _____ corporation ("Grantee").

WHEREAS, Grantor is the current owner in fee simple of certain real property (16.74 acres more or less) in Calhoun County, Alabama, such real property being described on Exhibit A and being depicted as outlined in bold on Exhibit B, both exhibits being attached hereto and made a part hereof (the "Premises"); and

WHEREAS, the Premises contain certain hazardous substances and contaminants resulting from the use of the Premises as an industrial waste landfill by Grantee during Grantee's previous ownership of the Premises; and

WHEREAS, Grantee desires to control and perform any required assessment, remediation, and/or corrective action and will accept full financial responsibility for such activities in return for ownership of the Premises and a one-time payment by Grantor in complete settlement of Grantor's potential financial responsibility therefor; and

WHEREAS, in general, Grantor is willing to relinquish ownership of the Premises and control of any required assessment, remediation, and/or corrective action in return for Grantee's acceptance of the Premises and promise to assume responsibility for and perform said activities; and

WHEREAS, both Grantor and Grantee believe the conveyance of the Premises and settlement of financial responsibility for certain liabilities and potential liabilities, including the cleanup of the Premises in the manner provided by and subject to the terms and conditions set forth in this Agreement and all exhibits hereto, are desirable and in the best interests of their respective companies, the public and the environment.

NOW, THEREFORE, in consideration of the aforesaid Premises, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, hereby agree as follows:

1. **The Premises.** Grantor agrees to convey, assign, transfer, and deliver and the Grantee agrees to accept the Premises as more particularly described in Exhibit A and depicted in Exhibit B attached hereto, together with all rights, privileges, benefits, easements, restrictions and appurtenances thereunto belonging or encumbering the Premises, as more particularly described in Section 2 of this Agreement and in the form of the Deed attached as Exhibit C hereto.

2. **Encumbrances.** The Premises shall be conveyed by Grantor to Grantee subject to the following.

2.1 **Grantor's Easement.** Grantor does hereby specifically reserve, except and retain to itself, its successors and assigns a perpetual easement to use the Premises and any portion thereof for electricity distribution and transmission and communications purposes. Grantor shall have the right to continue using all electricity distribution, transmission, and communications (including fiber optics) equipment and facilities currently existing on the Premises and may operate, maintain, change, relocate, or remove such equipment and facilities or install, operate, maintain, change, relocate, or remove such new equipment and facilities which Grantor, in its sole discretion, deems necessary or desirable to insure continuous, uninterrupted service in all areas served by such equipment and facilities. Electricity distribution, transmission, and communications (including fiber optics) "equipment and facilities" includes, but is not limited to, electricity distribution, transmission, and communications lines, poles, towers, supports, conduits, conductors, cables, insulators, anchors, guy wires, counterpoise conductors, substations, switching yards, communications circuits, subsurface grounding devices, security fencing around substations and switching yards, and other appliances connected therewith, which are now, or may be in the future, located on, over, across, or under the Premises. Grantor shall at all times have the right of access, ingress, and egress to the Premises and all rights and privileges necessary or convenient for the full enjoyment and use of the Premises for the purposes described above, including the right to keep the Premises clear, by any means including chemical applications, of all trees and vegetation and other obstructions which might interfere with Grantor's use of the Premises. To the extent that Grantor's current and/or proposed use of the Premises for electricity distribution, transmission, and communications purposes under the above provisions violates or will violate restrictions imposed on the Premises by applicable regulations, permits, orders, or approved corrective action or remediation plans directly related to the cleanup of contamination on the Premises, Grantor's equipment and facilities shall be modified, removed, and/or relocated as required to comply with such regulations, permits, orders, or approved corrective action or remediation plans pursuant to Subsection 9.6 of this Agreement.

2.2 **Ownership of Facilities and Equipment on the Premises.** Grantor does hereby specifically reserve, except and retain to itself, its successors and assigns ownership of and title to any and all equipment and facilities which are currently located on the Premises and those which may be placed on the Premises in the future, pursuant to the easement retained by Grantor as described in Subsection 2.1 of this Agreement. The general types and quantities and approximate locations of Grantor's equipment and facilities which currently exist on the Premises are shown on Exhibit B. Grantor will provide a finalized version of the map shown on Exhibit B to Grantee at

closing. Further, more specific and detailed information on the types, quantities, dimensions and locations of such equipment and facilities will be provided to Grantee by Grantor on request.

- 2.3 Grantee's Use Restrictions.** Other than investigation, assessment, monitoring, corrective action or remediation, and maintenance activities which may be required to address the contamination on the Premises, Grantee shall make no further use of the surface of the Premises, unless Grantee first notifies Grantor in writing. Any use of the Premises by the Grantee, especially those which may result in a change of the finished slope or grade of the Premises, shall be performed in such a manner so as not to cause Grantor's equipment and facilities to be in violation of the standards and specifications of the National Electric Safety Code and other standards and specifications imposed on such equipment and facilities by federal or state laws and regulations. If Grantee's use of the Premises will unavoidably create a condition which will cause such a violation, Grantee shall notify Grantor in writing at least 15 days in advance. While performing the investigation, assessment, monitoring, corrective action or remediation activities which may be required to address the contamination on the Premises, Grantee shall use extreme caution in operating machinery and equipment on the Premises to assure clearance between the machinery and equipment and Grantor's equipment and facilities. Before drilling, digging, excavating, or otherwise disturbing the subsurface of the Premises, Grantee shall notify Grantor and shall obtain from Grantor detailed information as to the existence of any underground equipment and facilities in the area where such activities will take place and the precautions necessary to insure that Grantor's underground equipment and facilities are not damaged or destroyed.
- 2.4 Mineral and Mining Rights.** Grantor does hereby specifically reserve and excepts from this conveyance all mineral and mining rights in the Premises not owned by Grantor.
- 2.5 Existing Easements and Rights-of-way.** Grantor does hereby specifically reserve and excepts from this conveyance all existing easements and rights-of-way for public utilities, public roads, electric power facilities, telephone lines, railroad lines and the facilities located thereon.
- 2.6 Prior Rights of Others.** Grantor does hereby specifically reserve and excepts from this conveyance any and all prior rights of others which would be evident by an inspection of the Premises whether or not documents therefor are of record.
- 2.5 Property Taxes.** Grantor does hereby specifically reserve and excepts from this conveyance any liens for ad valorem taxes.

- 2.6 **Indenture.** The Premises are subject to that certain indenture executed by Grantor to the Chemical Bank and Trust Company (now Chemical Bank), as Trustee, dated January 1, 1942, as amended and supplemented. Grantor warrants that it will, within One Hundred Twenty (120) days from the date of this conveyance, secure release from said indenture of the Premises subject to the rights retained herein by Grantor.
3. **Financial Responsibility for Cleanup of the Premises.** Except for the one-time settlement payment from Grantor to Grantee as provided for in Section 10 of this agreement, Grantee hereby accepts full financial and operational responsibility for environmental investigation, assessment, cleanup, remediation, and/or corrective action which may be required to address the contamination on the Premises, including any required investigation, assessment, cleanup, remediation, and/or corrective action on adjacent lands due to the migration of hazardous substances or contaminants outside the boundaries of the Premises.
4. **Performance of Cleanup.** Grantee promises to perform all negotiations with regulatory agencies, investigations, assessments, cleanup, remediation and/or corrective action as may be required to address the contamination on the Premises and any contamination on adjacent lands caused by migration of hazardous substances or contaminants from the Premises and to do so in compliance with all applicable federal, state or local laws, rules, regulations, or requirements.
5. **Financial Responsibility for Natural Resource Damages.** Grantee hereby accepts full financial responsibility for any claims related to the site brought by any party or governmental entity claiming damages in the nature of "natural resource damages" such as those provided for under Section 107(a)(4)(C) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, or other similar existing state or federal laws or causes of action.
6. **Access to Other Property.** After providing to Grantor advance notice of the time, date, and expected duration of entry, Grantee shall have the right of reasonable access to property adjacent to the Premises and belonging to Grantor as necessary to assess and investigate the migration of hazardous substances and contaminants outside the boundaries of the Premises and, as necessary, to implement any required cleanup, remediation or corrective action.
7. **Information Requirements.** Grantee promises to notify and inform Grantor of significant determinations or developments of a technical, regulatory, or legal nature relating to the assessment, remediation and/or corrective action on the Premises. Grantee shall provide to Grantor copies of all correspondence to and from all agencies involved in the cleanup and other interested parties by some convenient and prompt means. Such notification shall specifically include information on the types, quantities, and location of all hazardous substances or contaminants which are confirmed to be present on the Premises and the precautions necessary to protect the public, the environment, and individuals who enter the Premises, at the direction of

Grantor or in furtherance of Grantor's purposes, from exposure to hazardous substances or contaminants at or from the Premises.

8. **Confidentiality of Shared Information.** Grantor and Grantee expect that Grantee's performance under Section 7 of this Agreement will require Grantee to reveal to Grantor information that is either confidential (known only to Grantee or its attorneys and/or consultants) or preliminary (incomplete or unverified). Grantor acknowledges Grantee's desire and responsibility to manage the assessment and remediation of the Premises, including communications with relevant authorities and the public, and pledges its good faith cooperation with Grantee's efforts. Grantor, therefore, agrees to not reveal confidential or preliminary information to persons outside the Grantor, its attorneys, and/or consultants when so requested by Grantee. Grantor may, however, reveal such information whenever such information is no longer confidential or preliminary or after providing reasonable advance notice to Grantee that the Grantor intends to reveal such information in response to applicable legal authority or inquiries from the public.

9. **Releases, Indemnities, Reimbursements and Covenant Not to Sue.**

9.1 **Cleanup, Remediation, and Corrective Action Costs.** Grantee agrees to release, and promises to protect, indemnify, hold harmless, and defend Grantor, its parents, subsidiaries, affiliates, successors and assigns, and its officers, directors, employees, and agents from and against any and all costs, expenses, expenditures, and claims in the nature of assessment, cleanup, remediation, or corrective action costs related to the cleanup or remediation of the Premises and adjacent property, including groundwater, which has been or becomes contaminated by migration or disposal of hazardous substances or contaminants from the Premises, such as those which may be provided for under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, as amended, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, as amended, and similar existing state or federal laws or causes of action.

9.2 **Damages in the Nature of Natural Resource Damages.** Grantee agrees to release, and promises to protect, indemnify, hold harmless, and defend Grantor, its parents, subsidiaries, affiliates, successors and assigns, and its officers, directors, employees, and agents from and against any and all costs, expenses, expenditures, and claims in the nature of natural resource damages related to the presence of hazardous substances or contaminants on the Premises and adjacent property, including groundwater, which has been or becomes contaminated by migration or disposal of hazardous substances or contaminants from the Premises, such as those which may be provided for under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, as amended, and similar existing state or federal laws or causes of action.

- 9.3 Injuries from Future Exposure to Hazardous Substances and Contaminants.** Grantee agrees to release, and promises to protect, indemnify, hold harmless, and defend Grantor, its parents, subsidiaries, affiliates, successors and assigns, and its officers, directors, employees, and agents from and against losses, costs, penalties, fines, damages, demands, actions, expenses, expenditures, and claims of every nature and character which results or which may be claimed to result from injury to, or death of, any person or from loss, injury, or damage to property or an interest of any kind or nature, to whomsoever belonging, which are alleged to be caused by or arises from exposure to hazardous substances or contaminants at or from the site where the exposure occurs solely after the execution of this Agreement. This indemnity shall be valid even if such exposure was caused by or resulted from the negligence of the Grantor. This indemnity shall not apply to claims brought by current or former employees, agents, contractors, or subcontractors of Grantor when the exposure occurs while such individuals were present on the Premises at the direction of Grantor or in furtherance of the Grantor's purposes after execution of this Agreement, such claims being governed by Subsection 9.5 of this Agreement.
- 9.4 Injuries to Grantee's Employees, Agents, and Contractors from Grantor's Equipment and Facilities.** Grantee agrees to release, and promises to protect, indemnify, hold harmless, and defend Grantor, its parents, subsidiaries, affiliates, successors and assigns, and its officers, directors, employees, and agents from and against losses, costs, penalties, fines, damages, demands, actions, expenses, expenditures, and claims of every nature and character which result or which may be claimed to result from injury to, or death of, any current or former employee, agent, contractor, or subcontractor of Grantee or from loss, injury, or damage to property or an interest of any kind or nature, belonging to any current or former employee, agent, contractor, or subcontractor of Grantee, which are alleged to be caused, in whole or part, by Grantor's equipment or facilities on the Premises or on any land owned by the Grantor to which said persons enter at the direction of the Grantee or in furtherance of the Grantee's purposes pursuant to Section 6 of this Agreement and which are brought after execution of this Agreement. This indemnity shall be valid even if the injury to Grantee's current or former employees, agents, contractors, or subcontractors was caused by or resulted from the negligence of the Grantor.
- 9.5. Injuries to Grantor's Employees, Agents, and Contractors from Future Exposure to Hazardous Substances or Contaminants.** Grantor agrees to release and promises to protect, indemnify, hold harmless, and defend Grantee, its parents, subsidiaries, affiliates, successors and assigns, and its officers, directors, employees, and agents from and against losses, costs, penalties, fines, damages, demands, actions, expenses, expenditures, and claims of every nature and character which result or which may be claimed to result in whole or part from the exposure of current or former employees, agents, contractors, or subcontractors of Grantor to hazardous substances or

contaminants on the Premises when such exposure occurs while such individuals were present on the Premises at the direction of Grantor or in furtherance of Grantor's purposes after execution of this Agreement. This indemnity will not apply where the exposure could have been avoided but for a failure by Grantee to comply with the notification and information provisions of Section 7 of this Agreement. Otherwise, this indemnity shall be valid even if the exposure of Grantor's current or former employees, agents, contractors, or subcontractors to hazardous substances or contaminants on the Premises was caused by or resulted from the negligence of the Grantee.

- 9.6. **Relocation, Reinstallation, and Replacement of Grantor's Equipment and Facilities.** If Grantor's equipment and facilities, including such equipment and facilities as may be installed on the Premises in the future, must be modified, removed, and/or relocated to comply with any order, corrective action, or remediation plan which is approved by any state or federal agency or court with jurisdiction over the response to the hazardous substances or contaminants on the Premises, Grantee hereby assumes 50% of the financial responsibility, and will promptly reimburse Grantor accordingly, for any relocation, reinstallation and/or replacement of Grantor's equipment and facilities as necessary to implement such orders or approved corrective action or remediation plans on the Premises.
- 9.7 **Covenant Not to Sue.** Except to enforce provisions of this Agreement or any covenants contained in the deed conveying the Premises to Grantee, Grantor promises not to sue Grantee for recovery of assessment, remediation, and/or corrective action costs or natural resource damages to the extent the financial responsibility for such liabilities is settled by this Agreement. Likewise, Grantor will not assign or transfer to any third party any right Grantor may possess to sue Grantee for the immediately aforementioned costs or damages. Grantor reserves the right to implead Grantee, assert any available counter-claims, cross-claims or defenses against Grantee, and present any argument or evidence supporting such counter-claims, cross-claims, and defenses in any action for the recovery of cleanup, remediation, or corrective action costs brought against Grantor by any third party or governmental entity.

Any claim or liability not specifically addressed by one of the above provisions in this section, such as third party toxic tort claims based on exposure to hazardous substances which occurred prior to the execution of this Agreement, is outside the scope of these provisions and shall not be governed by them. The financial responsibility, as between Grantor and Grantee, for such claims or liabilities will be settled when and if these claims or liabilities arise in whatever forum and by whatever means are appropriate. The provisions set forth above in this section shall not be interpreted as a waiver of or agreement not to sue or assert any claim, defense, counter-claims, and cross-claims, argument or evidence either party may wish to assert in any action brought by either party or any third party, including governmental entities, except where specifically provided for in the provisions of this section set

forth above or as otherwise resolved by this Agreement. Further, Grantor and Grantee reserve all of their respective rights in the case of any breach of this agreement or nonperformance of any provision in this Agreement. In the event that any agreement of the Grantee to release and indemnify the Grantor is invalidated to any extent or held unenforceable, Grantor's covenant not to sue Grantee is to the same extent invalid by agreement and Grantee hereby agrees not to assert any defense of laches or any applicable statute of limitations based on the time period between the execution of this Agreement and the invalidation or unenforceability of Grantee's agreement to release and indemnify Grantor. The Grantee's immediately aforesated agreement regarding time-based defenses shall not affect any other claims or defenses Grantee may have to any action Grantor may bring.

10. **Payment Amount.** Grantor will submit, upon closing of the real estate conveyance, a one-time payment to Grantee of \$775,000.00 in complete fulfillment of Grantor's financial responsibility for the Premises.

11. **Closing Date and Place.** The conveyance shall be closed and the Deed, in the form of the Deed attached as Exhibit C hereto, and possession of the Premises shall be delivered to Grantee by Grantor on or before November 15, 1993 (the "Closing Date"). The Closing shall be held at Anniston, Alabama.

12. **Closing Requirements.** At Closing, the Premises shall be conveyed, assigned and delivered to Grantee according to the following provisions.

12.1 **Grantor's Requirements.** Grantor shall execute and/or deliver the following to Grantee:

12.1.1 The Deed covering the Premises in the form of Exhibit C hereto and containing the legal description of the Premises as shown in Exhibit A hereto.

12.1.2 The consideration set forth in Section 10 of this Agreement.

12.1.3 Possession of the Premises, subject to the exceptions and reservations set forth in the Deed.

12.2 **Disclaimers and Limitations.** Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Premises including, but not limited to, the water, soil and geology, and the suitability thereof for any uses Grantee may elect to conduct thereon, and (ii) except for any warranties contained in the deed conveying the Premises from Grantor to Grantee, the nature and extent of any right-of-way, possession, lien, encumbrance, license, reservation, condition or otherwise. Grantor has not made and does not make any representations concerning the physical condition, compliance with law or any other matter affecting or related to the

Premises. Grantee expressly acknowledges that no such other representations²³ have been made. It is expressly understood and agreed that the Premises are contaminated by hazardous substances and that the Premises are being conveyed hereunder "AS IS" and "WITH ALL FAULTS", without any representation or warranty by Grantor. GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO: (I) THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY REGARDING HABITABILITY OR THE QUALITY OF CONSTRUCTION, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; (II) THE PREMISES' COMPLIANCE WITH APPLICABLE LAWS; (III) THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA PROVIDED BY GRANTOR TO GRANTEE; AND (IV) ANY OTHER MATTER RELATING TO THE PREMISES OR GRANTOR. Grantee expressly acknowledges to Grantor that Grantee has entered into the Settlement Agreement and accepted the conveyance of the Premises without relying upon any such representation or warranty by Grantor, its agents or contractors, or by any other person or entity with respect to the condition of the Premises or any part thereof.

12.3 Grantee's Requirements. Grantee shall execute and/or deliver the following to Grantor:

12.3.1 Grantee shall execute the Deed.

12.3.2 Such other documents as counsel for Grantor may reasonably request in order to carry out the terms of this Agreement.

13. Warranties and Representations of Grantor and Grantee.

13.1 Grantor. Grantor hereby represents and warrants to and in favor of Grantee that, as of the date hereof:

13.1.1 Grantor has or will obtain all requisite power and authority to enter into this Agreement and consummate the transactions herein contemplated and all necessary and proper corporate action, approvals and authorizations have been taken or given to authorize the execution and delivery of this Agreement and the performance of the obligations hereunder by Grantor. This Agreement shall be enforceable in accordance with its terms upon Grantor.

13.1.2 Grantor is a corporation which is duly organized, validly existing, and in good standing in the State of Alabama.

- 13.1.3 The execution and performance of this Agreement will not be a default under or otherwise violate any material contract or agreement, or any order, law or regulation to which Grantor may be subject.
- 13.2 Grantee. Grantee hereby represents and warrants to and in favor of Grantor that, as of the date hereof:
- 13.2.1 Grantee has or will obtain all requisite power and authority to enter into this Agreement and consummate the transactions herein contemplated and all necessary and proper corporate action, approvals and authorizations have been taken or given to authorize the execution and delivery of this Agreement and the performance of the obligations hereunder by Grantee. This Agreement shall be enforceable in accordance with its terms upon Grantee.
- 13.2.2 Grantee is a corporation which is duly organized, validly existing, and in good standing in the jurisdiction of its incorporation, and is in good standing in the State of Alabama.
- 13.2.3 Grantee has acquired or will acquire any and all necessary governmental or other regulatory consents, approvals, or licenses necessary to the performance by Grantee of the provisions of this Agreement.
- 13.2.4 The execution and performance of this Agreement will not be a default under or otherwise violate any material contract or agreement, or any order, law or regulation to which Grantee may be subject.
14. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties and their respective successors and assigns. The provisions, conditions, and undertakings hereinabove concerning the Premises and the easement retained by the Grantor, shall constitute covenants and shall run with the title to the land herein conveyed and be applicable and binding forever between the parties and their successors and assigns. No assignment hereof by Grantee shall be valid without the prior written consent of Grantor which may be withheld at Grantor's sole discretion and without regard to any commercial standard.
15. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by the law of the State of Alabama, including its conflict of law rules.
16. Amendment. No amendment of this Agreement shall be effective unless in writing and signed by the parties hereto.
17. Construction of Agreement. This Agreement shall be construed and interpreted without reference to the principle that a contract is to be construed against the

drafter thereof. It is acknowledged and agreed by the parties hereto that the provisions hereof have been drafted by both parties hereto through the course of negotiations.

18. **Merger; Entire Agreement.** It is understood and agreed that all undertakings and agreements previously had between the parties and their counsel or other representatives are merged in this Agreement, which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying upon any statement or representation, or warranty not embodied in this Agreement, made by or on behalf of the other. This Agreement and any Exhibits attached hereto state the entire agreement between the parties and merge in this Agreement all statements, representations, and covenants heretofore made, and any other agreements not incorporated herein are void and of no force and effect.
19. **No Recordation of Agreement.** Grantee agrees that it will not at any time record this Agreement, or any memorandum, abstract or notice thereof.
20. **Attorney and Other Fees.** Grantee and Grantor each shall pay its own attorney's, accountant's and consultant's fees in connection with this Agreement.
21. **Unenforceable Provisions.** In case any one or more of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby except as specifically provided for in Subsection 9.7 of this Agreement.
22. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
23. **No Waiver to Affect Another.** No waiver of any right or default hereunder shall extend to or shall affect any other right or any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon.
24. **Time of the Essence.** Time shall be of the essence of this Agreement and the transactions contemplated herein.
25. **EXHIBITS AND ADDENDA.** The following Exhibits and Addenda are attached hereto and made a part of this Agreement for all purposes:

Exhibit A	Description of Premises
Exhibit B	Depiction of the Premises
Exhibit C	Form of Deed

IN WITNESS WHEREOF, Grantor and Grantee have caused this agreement to be
duly executed as of the day and year first above written.

GRANTOR:

ALABAMA POWER COMPANY

By: W. Ronald Smith
Its: Vice President

GRANTEE:

MONSANTO CHEMICAL COMPANY

By: _____
Its:

STATE OF ALABAMA

CALHOUN COUNTY

I, Virginia B. Norton, a notary public in and for said county in said state, hereby certify that W. Ronald Smith, whose name as Vice President, of ALABAMA POWER COMPANY, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 30th day of October, 1993.

Virginia B. Norton
Notary Public

[Notarial Seal]

My Commission Expires: 8-11-95

STATE OF _____

COUNTY OF _____

I, _____, a notary public in and for said county in said state, hereby certify that _____, whose name as _____ of MONSANTO CHEMICAL COMPANY, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, _____, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this ____ day of _____, 1993.

Notary Public

[Notarial Seal]

My Commission Expires: _____

EXHIBIT A

Legal Description of the Premises

A parcel of land in the southwest 1/4 of Section 12, Township 16 South, Range 7 East, more particularly described as follows:

Commence at the northwest corner of Section 12, Township 16 South, Range 7 East, thence S 34 degrees 20' 06" E 3197.76 feet to the point of beginning; thence S 89 degrees 50' 02" E 452.23 feet; thence S 00 degrees 18' 13" E 329.82 feet; thence N 89 degrees 46' 10" E 195.01 feet; thence S 00 degrees 18' 55" E 257.56 feet; thence S 33 degrees 03' 55" E 484.29 feet; thence S 71 degrees 13' 19" W 145.35 feet; thence S 72 degrees 22' 20" W 157.67 feet; thence S 73 degrees 49' 01" W 97.04 feet; thence N 89 degrees 14' 44" W 548.38 feet; thence N 00 degrees 45' 52" E 1108.21 feet to the point of beginning.

DSW 129050

ADAD21-010879
HARTOLDMON0031856

EXHIBIT B

Depiction of the Premises

OSW 129051

ADAD21-010880
HARTOLDMON0031857

EXHIBIT C

Form of Deed

This Instrument Prepared By:
Matthew W. Bowden
Balch & Bingham
1901 Sixth Avenue North, Suite 2600
Birmingham, Alabama 35203

Send Tax Notice To:

STATE OF ALABAMA

CALHOUN COUNTY

DEED

KNOW ALL MEN BY THESE PRESENTS; That ALABAMA POWER COMPANY, an Alabama corporation ("Grantor"), for and in consideration of One and No/100 Dollars (\$1.00), the covenants, releases, indemnities, and other undertakings set forth herein, and other good and valuable consideration given to it by MONSANTO CHEMICAL COMPANY, a(n) _____ corporation ("Grantee"), the receipt of which is hereby acknowledged, Grantor, by these presents, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, subject to the covenants, terms, conditions, reservations, exceptions and limitations hereinafter set forth, the following described real estate situated in Calhoun County, Alabama, to wit:

A parcel of land in the southwest 1/4 of Section 12, Township 16 South, Range 7 East, more particularly described as follows:

Commence at the northwest corner of Section 12, Township 16 South, Range 7 East, thence S 34 degrees 20' 06" E 3197.76 feet to the point of beginning; thence S 89 degrees 50' 02" E 452.23 feet; thence S 00 degrees 18' 13" E 329.82 feet; thence N 89 degrees 46' 10" E 195.01 feet; thence S 00 degrees 18' 55" E 257.56 feet; thence S 33 degrees 03' 55" E 484.29 feet; thence S 71 degrees 13' 19" W 145.35 feet; thence S 72 degrees 22' 20" W 157.67 feet; thence S 73 degrees 49' 01" W 97.04 feet; thence N 89 degrees 14' 44" W 548.38 feet; thence N 00 degrees 45' 52" E 1108.21 feet to the point of beginning.

The above described lands, hereinafter called the "Premises," are shown outlined in bold on Exhibit A attached hereto.

THIS CONVEYANCE IS MADE SUBJECT TO AND THERE IS SPECIFICALLY RESERVED FROM THIS CONVEYANCE THE FOLLOWING:

1. **Grantor's Easement.** Grantor does hereby specifically reserve, except and retain to itself, its successors and assigns a perpetual easement to use the Premises and any portion thereof for electricity distribution and transmission and communications purposes. Grantor shall have the right to continue using all electricity distribution, transmission, and communications (including fiber optics) equipment and facilities currently existing on the Premises and may operate, maintain, change, relocate, or remove such equipment and facilities or install, operate, maintain, change, relocate, or remove such new equipment and facilities which Grantor, in its sole discretion, deems necessary or desirable to insure continuous, uninterrupted service in all areas served by such equipment and facilities. Electricity distribution, transmission, and communications (including fiber optics) "equipment and facilities" includes, but is not limited to, electricity distribution, transmission, and communications

lines, poles, towers, supports, conduits, conductors, cables, insulators, anchors, guy wires, counterpoise conductors, substations, switching yards, communications circuits, subsurface grounding devices, security fencing around substations and switching yards, and other appliances connected therewith, which are now, or may be in the future, located on, over, across, or under the Premises. Grantor shall at all times have the right of access, ingress, and egress to the Premises and all rights and privileges necessary or convenient for the full enjoyment and use of the Premises for the purposes described above, including the right to keep the Premises clear, by any means including chemical applications, of all trees and vegetation and other obstructions which might interfere with Grantor's use of the Premises. To the extent that Grantor's current and/or proposed use of the Premises for electricity distribution, transmission, and communications purposes under the above provisions violates or will violate restrictions imposed on the Premises by applicable regulations, permits, orders, or approved corrective action or remediation plans directly related to the cleanup of contamination on the Premises, Grantor's equipment and facilities shall be modified, removed, and/or relocated as required to comply with such regulations, permits, orders, or approved corrective action or remediation plans pursuant to Subsection 12.6 of this Deed.

2. **Ownership of Equipment and Facilities on the Premises.** Grantor does hereby specifically reserve, except and retain to itself, its successors and assigns, ownership of and title to any and all equipment and facilities which are currently located on the Premises and those which may be placed on the Premises in the future, pursuant to the easement retained by Grantor as described in Section 1 of this Deed. The general types and quantities and approximate locations of Grantor's equipment and facilities which currently exist on the Premises are shown on Exhibit A. More specific and detailed information on the types, quantities, dimensions and locations of such equipment and facilities will be provided to Grantee by Grantor on request.
3. **Grantee's Use Restrictions.** Other than investigation, assessment, monitoring, corrective action or remediation, and maintenance activities which may be required to address the contamination on the Premises, Grantee shall make no further use of the surface of the Premises, unless Grantee first notifies Grantor in writing. Any use of the Premises by the Grantee, especially those which may result in a change of the finished slope or grade of the Premises, shall be performed in such a manner so as not to cause Grantor's equipment and facilities to be in violation of the standards and specifications of the National Electric Safety Code and other standards and specifications imposed on such equipment and facilities by federal or state laws and regulations. If Grantee's use of the Premises will unavoidably create a condition which will cause such a violation, Grantee shall notify Grantor in writing at least 15 days in advance. While performing the investigation, assessment, monitoring, corrective action or remediation activities which may be required to address the contamination on the Premises, Grantee shall use extreme caution in operating machinery and equipment on the Premises to assure clearance between the machinery and equipment and Grantor's equipment and facilities. Before drilling, digging, excavating, or otherwise disturbing the subsurface of the Premises, Grantee shall notify Grantor and shall obtain from Grantor detailed information as to the existence of any underground equipment and facilities in the area where such activities will take place and the precautions necessary to insure that Grantor's underground equipment and facilities are not damaged or destroyed.
4. **Mineral and Mining Rights.** Grantor does hereby specifically reserve and excepts from this conveyance all mineral and mining rights in the Premises not owned by Grantor.
5. **Existing Easements and Rights-of-way.** Grantor does hereby specifically reserve and excepts from this conveyance all existing easements and rights-of-way for public utilities, public roads, electric power facilities, telephone lines, railroad lines and the facilities located thereon.

6. **Prior Rights of Others.** Grantor does hereby specifically reserve and excepts from this conveyance any and all prior rights of others which would be evident by an inspection of the Premises whether or not documents therefor are of record.
7. **Property Taxes.** Grantor does hereby specifically reserve and excepts from this conveyance any liens for ad valorem taxes.
8. **Indenture.** This conveyance is subject to that certain indenture executed by Grantor to the Chemical Bank and Trust Company (now Chemical Bank), as Trustee, dated January 1, 1942, as amended and supplemented. Grantor warrants that it will, within One Hundred Twenty (120) days from the date of this conveyance, secure release from said indenture of the lands conveyed hereunder subject to the rights retained herein by Grantor.
9. **Financial Responsibility for Cleanup of the Premises.** Grantee hereby accepts full financial and operational responsibility for environmental investigation, assessment, cleanup, remediation, and/or corrective action which may be required to address the contamination on the Premises, including any required investigation, assessment, cleanup, remediation, and/or corrective action on adjacent lands due to the migration of hazardous substances or contaminants outside the boundaries of the Premises.
10. **Performance of Cleanup.** Grantee promises to perform all negotiations with regulatory agencies, investigations, assessments, cleanup, remediation and/or corrective action as may be required to address the contamination on the Premises and any contamination on adjacent lands caused by migration of hazardous substances or contaminants from the Premises and to do so in compliance with all applicable federal, state or local laws, rules, regulations, or requirements.
11. **Financial Responsibility for Natural Resource Damages.** Grantee hereby accepts full financial responsibility for any claims related to the site brought by any party or governmental entity claiming damages in the nature of "natural resource damages" such as those provided for under Section 107(a)(4)(C) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, or other similar existing state or federal laws or causes of action.
12. **Releases, Indemnities, Reimbursements.**
 - 12.1 **Cleanup, Remediation, and Corrective Action Costs.** Grantee agrees to release, and promises to protect, indemnify, hold harmless, and defend Grantor, its parents, subsidiaries, affiliates, successors and assigns, and its officers, directors, employees, and agents from and against any and all costs, expenses, expenditures, and claims in the nature of assessment, cleanup, remediation, or corrective action costs related to the cleanup or remediation of the Premises and adjacent property, including groundwater, which has been or becomes contaminated by migration or disposal of hazardous substances or contaminants from the Premises, such as those which may be provided for under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, as amended, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, as amended, and similar existing state or federal laws or causes of action.
 - 12.2 **Damages in the Nature of Natural Resource Damages.** Grantee agrees to release, and promises to protect, indemnify, hold harmless, and defend Grantor, its parents, subsidiaries, affiliates, successors and assigns, and its officers, directors, employees, and agents from and against any and all costs, expenses, expenditures, and claims in the nature of natural resource damages related to the presence of hazardous substances or contaminants on the Premises and adjacent property, including groundwater, which has been or becomes contaminated by migration or disposal of hazardous substances or contaminants from the Premises, such as those which may be provided for under the Comprehensive Environmental Response,

Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, as amended, and similar existing state or federal laws or causes of action.

- 12.3 **Injuries from Future Exposure to Hazardous Substances and Contaminants.** Grantee agrees to release, and promises to protect, indemnify, hold harmless, and defend Grantor, its parents, subsidiaries, affiliates, successors and assigns, and its officers, directors, employees, and agents from and against losses, costs, penalties, fines, damages, demands, actions, expenses, expenditures, and claims of every nature and character which results or which may be claimed to result from injury to, or death of, any person or from loss, injury, or damage to property or an interest of any kind or nature, to whomsoever belonging, which are alleged to be caused by or arises from exposure to hazardous substances or contaminants at or from the site where the exposure occurs solely after the execution of this Deed. This indemnity shall be valid even if such exposure was caused by or resulted from the negligence of the Grantor. This indemnity shall not apply to claims brought by current or former employees, agents, contractors, or subcontractors of Grantor when the exposure occurs while such individuals were present on the Premises at the direction of Grantor or in furtherance of the Grantor's purposes after execution of this Deed, such claims being governed by Subsection 12.5 of this Deed.
- 12.4 **Injuries to Grantee's Employees, Agents, and Contractors from Grantor's Equipment and Facilities.** Grantee agrees to release, and promises to protect, indemnify, hold harmless, and defend Grantor, its parents, subsidiaries, affiliates, successors and assigns, and its officers, directors, employees, and agents from and against losses, costs, penalties, fines, damages, demands, actions, expenses, expenditures, and claims of every nature and character which result or which may be claimed to result from injury to, or death of, any current or former employee, agent, contractor, or subcontractor of Grantee or from loss, injury, or damage to property or an interest of any kind or nature, belonging to any current or former employee, agent, contractor, or subcontractor of Grantee, which are alleged to be caused, in whole or part, by Grantor's equipment or facilities on the Premises or on any land owned by the Grantor to which said persons enter at the direction of the Grantee or in furtherance of the Grantee's purposes and which are brought after execution of this Deed. This indemnity shall be valid even if the injury to Grantee's current or former employees, agents, contractors, or subcontractors was caused by or resulted from the negligence of the Grantor.
- 12.5 **Injuries to Grantor's Employees, Agents, and Contractors from Future Exposure to Hazardous Substances or Contaminants.** Grantor agrees to release and promises to protect, indemnify, hold harmless, and defend Grantee, its parents, subsidiaries, affiliates, successors and assigns, and its officers, directors, employees, and agents from and against losses, costs, penalties, fines, damages, demands, actions, expenses, expenditures, and claims of every nature and character which result or which may be claimed to result in whole or part from the exposure of current or former employees, agents, contractors, or subcontractors of Grantor to hazardous substances or contaminants on the Premises when such exposure occurs while such individuals were present on the Premises at the direction of Grantor or in furtherance of Grantor's purposes after execution of this Agreement. This indemnity will not apply where the exposure could have been avoided but for a failure by Grantee to comply with the notification and information provisions of Section 7 of that certain Settlement Agreement made by and between Grantor and Grantee as of October 20, 1993. Otherwise, this indemnity shall be valid even if the exposure of Grantor's current or former employees, agents, contractors, or subcontractors to hazardous substances or contaminants on the Premises was caused by or resulted from the negligence of the Grantee.
- 12.6 **Relocation, Reinstallation, and Replacement of Grantor's Equipment and Facilities.** If Grantor's equipment and facilities, including such equipment and facilities as may be installed

on the Premises in the future, must be modified, removed, and/or relocated to comply with any order, corrective action, or remediation plan which is approved by any state or federal agency or court with jurisdiction over the response to the hazardous substances or contaminants on the Premises, Grantee hereby assumes 50% of the financial responsibility, and will promptly reimburse Grantor accordingly, for any relocation, reinstallation and/or replacement of Grantor's equipment and facilities as necessary to implement such orders or approved corrective action or remediation plans on the Premises.

13. **Disclaimers and Limitations.** Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Premises including, but not limited to, the water, soil and geology, and the suitability thereof for any uses Grantee may elect to conduct thereon, and (ii) except for any warranties contained in the deed conveying the Premises from Grantor to Grantee, the nature and extent of any right-of-way, possession, lien, encumbrance, license, reservation, condition or otherwise. Grantor has not made and does not make any representations concerning the physical condition, compliance with law or any other matter affecting or related to the Premises. Grantee expressly acknowledges that no such other representations have been made. It is expressly understood and agreed that the Premises are contaminated by hazardous substances and that the Premises are being conveyed hereunder "AS IS" and "WITH ALL FAULTS", without any representation or warranty by Grantor. GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO: (I) THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY REGARDING HABITABILITY OR THE QUALITY OF CONSTRUCTION, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; (II) THE PREMISES' COMPLIANCE WITH APPLICABLE LAWS; (III) THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA PROVIDED BY GRANTOR TO GRANTEE; AND (IV) ANY OTHER MATTER RELATING TO THE PREMISES OR GRANTOR. Grantee expressly acknowledges to Grantor that Grantee has entered into that certain Settlement Agreement made by and between Grantor and Grantee as of October 20, 1993 and accepted the conveyance of the Premises without relying upon any such representation or warranty by Grantor, its agents or contractors, or by any other person or entity with respect to the condition of the Premises or any part thereof.
14. **Covenants Running with the Land.** The provisions, conditions, releases, indemnities, assumptions of responsibility, and other undertakings hereinabove concerning the Premises and the easement retained by the Grantor, shall constitute covenants and shall run with the title to the land herein conveyed and be applicable and binding forever between the parties and their successors and assigns.
15. **Settlement Agreement.** Grantor and Grantee intend that all the provisions of that certain Settlement Agreement made by and between Grantor and Grantee as of October 20, 1993, shall survive and remain fully effective and undisturbed notwithstanding the execution of this conveyance or any generally applicable principles of merger associated with and otherwise applicable to documents of real estate conveyances.

IN TESTIMONY WHEREOF, the said Alabama Power Company, and Monsanto Chemical Company,³
by their duly authorized officers, have hereunto caused this instrument to be executed and to be effective this
____th day of November, 1993.

GRANTOR:

ALABAMA POWER COMPANY

WITNESS:

By: _____
Its: _____

GRANTEE:

MONSANTO CHEMICAL COMPANY

WITNESS:

By: _____
Its: _____

STATE OF _____

COUNTY OF _____

I, _____, a notary public in and for said county in said state, hereby certify that _____, whose name as _____ of ALABAMA POWER COMPANY, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this ____ day of _____, 1993.

Notary Public

[Notarial Seal]

My Commission Expires:

STATE OF _____

COUNTY OF _____

I, _____, a notary public in and for said county in said state, hereby certify that _____, whose name as _____ of Monsanto Chemical Company, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, _____ as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this ____ day of _____, 1993.

Notary Public

[Notarial Seal]

My Commission Expires:

DSW 129058

EXHIBIT A TO DEED

Depiction of Premises

[Final version of map shown as Exhibit B to Settlement Agreement to be attached here at the time of execution of the Deed].

DSW 129059

ADAD21-010888
HARTOLDMON0031865

Monsanto

LAW DEPARTMENT

Monsanto Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63167
Phone: (314) 694-1000

November 8, 1993

VIA FAX/FEDERAL EXPRESS

Steven G. McKinney
Balch & Bingham
1901 Sixth Avenue, N., Ste. 2600
Birmingham, AL 35203

Re: Settlement Agreement Between Alabama Power
Company and Monsanto Company

Dear Steve:

Enclosed are comments on the version of the Settlement Agreement as transmitted to us by Ronnie Smith in his letter dated October 30, 1993. As previously indicated to you, we found that a number of areas of this agreement will require further consideration. Accordingly, we have enclosed a "red-line" version with lines through the language to be deleted and shading on portions to be added. A clean copy of the agreement after these deletions and additions is also enclosed for your reference.

In general, we felt a need to better document Monsanto's ownership rights and control over the property in question. Alabama Power's continued use of the property through an easement must take into account Monsanto's ownership role. We do, of course, recognize the mutual need to accommodate both of our operations on this parcel of land. We believe our suggested modifications will accomplish that mutual need.

As to format, we would first delete the "whereas" clauses, as these add little in this instance. Also, we do not need to repeat the provisions in the settlement agreement again in the deed, especially since the settlement agreement survives the deed. Furthermore, we do not wish to disclose the specifics of the agreement between our two companies in a deed publicly recorded at the county courthouse.

We also sought to emphasize that this is a settlement agreement between our two companies and no other entity, whether private or

SPK-350.sa

DSW 129086

ADAD21-010889
HARTOLDMON0031866

government. Accordingly, we deleted the general descriptions of financial responsibility and any purported contractual requirements for compliance with statutory requirements. All the financial responsibilities between our respective companies are fully addressed in the section on Releases, Indemnities, Reimbursements and Covenant Not To Sue. As for compliance with regulatory requirements on cleanup, Monsanto as owner of the property will address those with the appropriate federal, state and/or local authorities, not through this settlement agreement.

We are prepared to discuss these and the other suggested changes at your earliest convenience. We suggest a conference call on Tuesday, November 9, 1993 at 10:00 a.m. (CST) to "walk through" our suggested modifications with you. Please call to confirm your availability for such a call.

In the meanwhile, if you have any other questions or comments, please do not hesitate to contact either Mike Foresman (314/694-3289) or me.

Very truly yours,

Stephen P. Krichma
Environmental Counsel

enc.

cc: R. Smith - Alabama Power (via Fed Ex)

bcc: M. Foresman (via Access)
R. Cooper
J. Hyland (via Access)
W. DeFer (via Fed Ex)

DSW 129087

03/04/99

12:13

NO.030

002

Monsanto

PERFORMANCE PRODUCTS DIVISION
ANNISTON PLANTMonsanto Chemical Company
A Unit of Monsanto Company
300 Birmingham Highway
Anniston, Alabama 36201
Office: (205) 238-8381

January 31, 1994

Ms. Sue R. Robertson, Chief
Land Division
Alabama Department of Environmental Management
1751 Congressman Dickinson Drive
Montgomery, Alabama 36130

Dear Ms. Robertson:

Effective December 21, 1993, Monsanto Company acquired from Alabama Power Company (APCO) property that is contiguous to our current plant site. The property was originally part of the Monsanto plant until it was traded to APCO in exchange for land required for the construction of our first waste water treatment facility in the early 1960's. Prior to 1960, part of the property was used by Monsanto as a landfill.

It is Monsanto's intent to perform an investigation of the property to determine if there are any potential environmental exposures associated with the site. Each component of the investigation is detailed below:

The landfill area will be split into four quadrants. A sample will be composited from each quadrant, mixing surface soil from nine locations within each quadrant.

Surface samples will be collected at 75 foot intervals in the centerline of the drainage ditch from the concrete culvert to the point where it empties into the drainage ditch that runs along the railroad tracks that run along the northern edge of our plant site.

Composite samples will be gathered from three different areas that encircle the old landfill.

All of the surface samples will be analyzed for PCB's.

Four down-gradient shallow wells will be installed and sampled. The samples will be analyzed for the Appendix 9 list of chemicals. The Anniston Plant standard upgradient well MW-18 will be sampled and analyzed at the same time.

DSM 016169

All proposed sampling and drilling sites are illustrated on the drawing that is attached as Figure 1.

As soon as all analytical work has been completed, Monsanto will present the data and our proposals concerning any future actions needed for remediation.

Monsanto prides itself on the past corrective actions and investigations that it has performed in cooperation with ADEM and looks forward to addressing this old Solid Waste Management Unit in the same manner. If you have any questions, please feel free to contact me at 205-231-8492.

Sincerely,



Robert T. Jones
Environmental Supervisor

DSW 016170

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

105 DE SUBSTITUTION Alabama Power 

Certificate of Analysis

TO : MR. J. M. GODFREY
ADDRESS: 14N-0830
CORPORATE HOOTERS.

REPORT DATE : 03/13/93
SAMPLE DATE : 03/13/93
SAMPLE NUMBER : 930502-0011
LOCATION NUMBER : RM

DESCRIPTION: ANNISTON TS, SAMPLE 0115-230, SAMPLED BELOW ROAD TO MONSANTO

Below Sample

TEST	REFERENCE	RESULT	UNITS
PCB, 1016	EPA 8089/305	(0.0005	ug/l
PCB, 1221	EPA 8089/305	(0.0005	ug/l
PCB, 1232	EPA 8089/305	(0.0005	ug/l
PCB, 1242	EPA 8089/305	(0.0005	ug/l
PCB, 1246	EPA 8089/305	0.0020	ug/l
PCB, 1254	EPA 8089/305	(0.0005	ug/l
PCB, 1258	EPA 8089/305	0.0020	ug/l

This Certificate is for the physical and/or chemical characteristics of the sample as submitted.
The laboratory cannot attest to the origin and representation of the sample.

CC: MR. M. S. HILL

DSW 024310

Client	Client Contact	Client Contact	Page
	MARK LESTER 	HAROLD WESTON 	

5-3705 Rev. 8/93

FILE: E1

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. R. GODFREY
ADDRESS: 144-0030
CORPORATE HEADQUARTERS

REPORT DATE : 05/05/93
SAMPLE DATE : 05/03/93
SAMPLE NUMBER : 930503-0010
LOCATION NUMBER : ANN

DESCRIPTION: ANNISTON TS, SAMPLE #202, SAMPLED ABOVE CONCRETE

TEST	REFERENCE	RESULT	UNITS
PCB, 1016	EPA 8069/505	(0.0005	ug/l
PCB, 1221	EPA 8069/505	(0.0005	ug/l
PCB, 1232	EPA 8069/505	(0.0005	ug/l
PCB, 1242	EPA 8069/505	(0.0005	ug/l
PCB, 1248	EPA 8069/505	(0.0005	ug/l
PCB, 1254	EPA 8069/505	(0.0005	ug/l
PCB, 1260	EPA 8069/505	0.0005	ug/l

This Certificate is for the physical and/or chemical characteristics of the sample as submitted.
The laboratory cannot attest to the origin and representation of the sample.

CC: MR. M. S. HILL

DSW 024311

Client

Quality Control

MARK LESTER 

Supv. Chemist

HAROLD WESTON 

Page

8-3780 Rev. 8/95

FILE: 81

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. R. GODFREY
ADDRESS: 14W-8838
CORPORATE HQ/OTRS.

REPORT DATE : 03/07/93
SAMPLE DATE/TIME: 04/28/93 12:22
SAMPLE NUMBER : 930420-0059
LOCATION NUMBER : 0000

DESCRIPTION: ANNISTON TS. SAMP # R. NEXT TO MONSANTO FENCE, 15' FROM FENCE

TEST	REFERENCE	RESULT	UNITS
PCB, 1242	EPA SW 846/3550/8888	(0.05	ug/kg
PCB, 1254	EPA SW 846/3550/8888	(0.05	ug/kg
PCB, 1221	EPA SW 846/3550/8888	(0.05	ug/kg
PCB, 1232	EPA SW 846/3550/8888	(0.05	ug/kg
PCB, 1246	EPA SW 846/3550/8888	(0.05	ug/kg
PCB, 1268	EPA SW 846/3550/8888	(0.05	ug/kg
PCB, 1816	EPA SW 846/3550/8888	(0.05	ug/kg
Hexachlorocyclopentadiene	EPA SW 846/3550/8270	(1.0	ug/kg
Acephenylene	EPA SW 846/3550/8270	(0.05	ug/kg
Bis-2-Chloroisooctylether	EPA SW 846/3550/8270	(0.08	ug/kg
1,2,4-Trichlorobenzene	EPA SW 846/3550/8270	(0.07	ug/kg
Naphthalene	EPA SW 846/3550/8270	(0.07	ug/kg
Hexachlorodutadiene	EPA SW 846/3550/8270	(0.08	ug/kg
Anthracene	EPA SW 846/3550/8270	(0.02	ug/kg
Benzo (R) Anthracene	EPA SW 846/3550/8270	(0.10	ug/kg
Benzo (R) Pyrene	EPA SW 846/3550/8270	(1.00	ug/kg
Benzo (B) Fluoranthene	EPA SW 846/3550/8270	(0.90	ug/kg
Benzo (K) Fluoranthene	EPA SW 846/3550/8270	(0.90	ug/kg
Benzo (G, H, I) Perylene	EPA SW 846/3550/8270	(1.00	ug/kg
Chrysene	EPA SW 846/3550/8270	(0.05	ug/kg
Dibenzo (A, N) Anthracene	EPA SW 846/3550/8270	(1.30	ug/kg
Fluorene	EPA SW 846/3550/8270	(0.05	ug/kg
Indeno (1,2,3-c,d) Pyrene	EPA SW 846/3550/8270	(12.25	ug/kg
Phenanthrene	EPA SW 846/3550/8270	(0.07	ug/kg
Pyrene	EPA SW 846/3550/8270	(0.70	ug/kg
Fluoranthene	EPA SW 846/3550/8270	(0.75	ug/kg
Butylbenzyl Phthalate	EPA SW 846/3550/8270	(0.50	ug/kg
Bis(2-chloroethyl) ether	EPA SW 846/3550/8270	(0.15	ug/kg
Bis(2-chloroethoxy) methane	EPA SW 846/3550/8270	(0.07	ug/kg
4-Bromobenzyloxy phenyl ether	EPA SW 846/3550/8270	(0.10	ug/kg

DSW 024312

Chemist

Quality Control

Supv. Chemist

Page

1 of 3

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. A. GODFREY
ADDRESS: 14W-0838
CORPORATE HQ/OTRS.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/28/93 12:22
SAMPLE NUMBER : 930428-0059
LOCATION NUMBER : FNN

DESCRIPTION: ANNISTON TS. SAND # 8, NEXT TO MONSANTO FENCE, 15' FROM FENCE

TEST	REFERENCE	RESULT	UNITS
4-Chlorophenyl phenyl ether	EPA SW846/3550/8270	(0.15	ug/kg
Di-n-butylphthalate	EPA SW846/3550/8270	(0.10	ug/kg
2,3'-Dichlorobenzidine	EPA SW846/3550/8270	(2.63	ug/kg
Diallyl phthalate	EPA SW846/3550/8270	(0.10	ug/kg
Dimethyl phthalate	EPA SW846/3550/8270	(0.10	ug/kg
2,4-Dinitrotoluene	EPA SW846/3550/8270	(0.10	ug/kg
2,6-Dinitrotoluene	EPA SW846/3550/8270	(0.04	ug/kg
Di-n-octylphthalate	EPA SW846/3550/8270	(0.40	ug/kg
Hexachloroethane	EPA SW846/3550/8270	(0.03	ug/kg
Isophorone	EPA SW846/3550/8270	(0.05	ug/kg
Nitrobenzene	EPA SW846/3550/8270	(0.00	ug/kg
N-Nitrosodi-n-propylamine	EPA SW846/3550/8270	(0.10	ug/kg
Bis(2-ethylhexyl)Phthalate	EPA SW846/3550/8270	(0.00	ug/kg
2-Chlorophenol	EPA SW846/3550/8270	(0.07	ug/kg
2-Nitrophenol	EPA SW846/3550/8270	(0.14	ug/kg
2,4-Dimethylphenol	EPA SW846/3550/8270	(0.12	ug/kg
2,4-Dichlorophenol	EPA SW846/3550/8270	(0.00	ug/kg
4-Chloro-3-Methylphenol	EPA SW846/3550/8270	(0.37	ug/kg
2,4,6-Trichlorophenol	EPA SW846/3550/8270	(0.10	ug/kg
2-Chloronaphthalene	EPA SW846/3550/8270	(0.05	ug/kg
Acenaphthene	EPA SW846/3550/8270	(0.00	ug/kg
2,4-Dinitrophenol	EPA SW846/3550/8270	(3.10	ug/kg
4-Nitrophenol	EPA SW846/3550/8270	(4.10	ug/kg
4,6-Dinitro-2-Methylphenol	EPA SW846/3550/8270	(1.40	ug/kg
N-Nitrosodimethylaniline	EPA SW846/3550/8270	(0.10	ug/kg
Pentachlorophenol	EPA SW846/3550/8270	(0.25	ug/kg
Hexachlorobenzene	EPA SW846/3550/8270	(0.09	ug/kg
Phenol	EPA SW846/3550/8270	(0.06	ug/kg
Benzidine	EPA SW846/3550/8270	(2.20	ug/kg
1,2-Dichloroethane (as Acetone)	EPA SW846/3550/8270	(0.15	ug/kg

OSW 024313

Client	Quality Control	Supv. Chemist	Page 2 of 3
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03/04/99

12:13

NO.030

008

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. R. GOREY
ADDRESS: 144-0030
CORPORATE HOUTS.

REPORT DATE : 03/07/93
SAMPLE DATE/TIME: 04/28/93 12:22
SAMPLE NUMBER : 930428-0039
LOCATION NUMBER : FAN

DESCRIPTION: ANNISTON TS, SAND & G. NEXT TO MONSANTO FENCE, 1ST FAN FENCE

TEST	REFERENCE	RESULT	UNITS
N-Nitrosodimethylamine	EPA 82146/3558/0270	(0.20	ug/kg
1,4-Dichlorobenzene	EPA 82146/3558/0270	(0.06	ug/kg
1,2-Dichlorobenzene	EPA 82146/3558/0270	(0.06	ug/kg
1,3-Dichlorobenzene	EPA 82146/3558/0270	(0.07	ug/kg
Parathion	EPA 82146/3558/0270	(0.01	ug/kg

This Certificate is for the physical and/or chemical characteristics of the sample as submitted.
The laboratory cannot attest to the origin and representation of the sample.

CC: MR. H. G. HILL

OSW 024314

Client	Client Contact	Lab. Contact	Page
	MARK LESTER	HAROLD WESTON <i>awb</i>	3 of 3

9-3790 Rev. 8/93

FILE: EI

03/04/99

12:13

NO. 030

009

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. R. GODFREY
ADDRESS: 14N-0030
CORPORATE HQUTRS.

REPORT DATE : 03/07/93
SAMPLE DATE/TIME: 04/28/93 12:10
SAMPLE NUMBER : 930428-0050
LOCATION NUMBER : 0000

DESCRIPTION: ANNISTON TS, SAMP # 2, UNDER HIGH LINES

TEST	REFERENCE	RESULT	UNITS
PCB, 1242	EPA SM 846/3550/8800	(0.05	ug/kg
PCB, 1254	EPA SM 846/3550/8800	(0.05	ug/kg
PCB, 1221	EPA SM 846/3550/8800	(0.05	ug/kg
PCB, 1232	EPA SM 846/3550/8800	(0.05	ug/kg
PCB, 1248	EPA SM 846/3550/8800	(0.05	ug/kg
PCB, 1250	EPA SM 846/3550/8800	(0.05	ug/kg
PCB, 1016	EPA SM 846/3550/8800	(0.05	ug/kg
Hexachlorocyclooctadiene	EPA SM846/3550/8270	(1.0	ug/kg
Aceanthylene	EPA SM846/3550/8270	(0.05	ug/kg
Bis-2-Chloroisopropylether	EPA SM846/3550/8270	(0.05	ug/kg
1,2,4-Trichlorobenzene	EPA SM846/3550/8270	(0.07	ug/kg
Naphthalene	EPA SM846/3550/8270	(0.07	ug/kg
Hexachlorobutadiene	EPA SM846/3550/8270	(0.00	ug/kg
Anthracene	EPA SM846/3550/8270	(0.02	ug/kg
Benzo(a)Anthracene	EPA SM846/3550/8270	(0.10	ug/kg
Benzo(a)Pyrene	EPA SM846/3550/8270	(1.00	ug/kg
Benzo(b)Fluoranthene	EPA SM846/3550/8270	(0.90	ug/kg
Benzo(k)Fluoranthene	EPA SM846/3550/8270	(0.90	ug/kg
Benzo(g,h,i)Perylene	EPA SM846/3550/8270	(3.00	ug/kg
Chrysene	EPA SM846/3550/8270	(0.09	ug/kg
Dibenz(a,h)Anthracene	EPA SM846/3550/8270	(3.30	ug/kg
Fluorene	EPA SM846/3550/8270	(0.05	ug/kg
Indeno(1,2,3-c,d)Pyrene	EPA SM846/3550/8270	(12.25	ug/kg
Phenanthrene	EPA SM846/3550/8270	(0.07	ug/kg
Pyrene	EPA SM846/3550/8270	(0.70	ug/kg
Fluoranthene	EPA SM846/3550/8270	(0.75	ug/kg
Butylbenzyl Phthalate	EPA SM846/3550/8270	(0.50	ug/kg
Bis(2-chloroethyl)ether	EPA SM846/3550/8270	(0.15	ug/kg
Bis(2-chloroethoxy)methane	EPA SM846/3550/8270	(0.07	ug/kg
4-Bromocyclohexyl phenyl ether	EPA SM846/3550/8270	(0.10	ug/kg

OSW 024315

Client

Quality Control

Supv. Checked

Page

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03/04/99

12:13

NO. 030

D10

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, AL 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. R. GODFREY
ADDRESS: 144-8830
CORPORATE HQ/OTRS

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/28/93 12:10
SAMPLE NUMBER : 930428-0060
LOCATION NUMBER : RM

DESCRIPTION: ANNISTON TS, SAMP 0 B, UNDER HIGH LINES

TEST	REFERENCE	RESULT	UNITS
4-Chlorophenyl anisyl ether	EPA 81646/3550/0270	(0.15	mg/kg
Di-n-butylphthalate	EPA 81646/3550/0270	(0.10	mg/kg
1,3'-Dichlorobenzidine	EPA 81646/3550/0270	(2.63	mg/kg
Diethyl phthalate	EPA 81646/3550/0270	(0.10	mg/kg
Dimethyl phthalate	EPA 81646/3550/0270	(0.10	mg/kg
2,4-Dinitrotoluene	EPA 81646/3550/0270	(0.10	mg/kg
2,6-Dinitrotoluene	EPA 81646/3550/0270	(0.04	mg/kg
Di-n-octylphthalate	EPA 81646/3550/0270	(0.40	mg/kg
Hexachloroethane	EPA 81646/3550/0270	(0.03	mg/kg
Isocourene	EPA 81646/3550/0270	(0.03	mg/kg
Nitrobenzene	EPA 81646/3550/0270	(0.00	mg/kg
N-Nitrosodimethylamine	EPA 81646/3550/0270	(0.10	mg/kg
Bis(2-ethylhexyl)Phthalate	EPA 81646/3550/0270	(0.00	mg/kg
2-Chlorophenol	EPA 81646/3550/0270	(2.07	mg/kg
2-Nitrophenol	EPA 81646/3550/0270	(0.14	mg/kg
2,4-Dimethylphenol	EPA 81646/3550/0270	(0.12	mg/kg
2,4-Dichlorophenol	EPA 81646/3550/0270	(0.00	mg/kg
4-Chloro-3-methylphenol	EPA 81646/3550/0270	(0.37	mg/kg
2,4,6-Trichlorophenol	EPA 81646/3550/0270	(0.10	mg/kg
2-Chloronaphthalene	EPA 81646/3550/0270	(0.05	mg/kg
Acenaphthene	EPA 81646/3550/0270	(0.00	mg/kg
2,4-Dinitrophenol	EPA 81646/3550/0270	(2.10	mg/kg
4-Nitrophenol	EPA 81646/3550/0270	(4.10	mg/kg
4,6-Dinitro-2-methylphenol	EPA 81646/3550/0270	(1.40	mg/kg
N-Nitrosodiphenylamine	EPA 81646/3550/0270	(0.10	mg/kg
Polychlorophenol	EPA 81646/3550/0270	(0.25	mg/kg
Hexachlorobenzene	EPA 81646/3550/0270	(0.09	mg/kg
Phenol	EPA 81646/3550/0270	(0.06	mg/kg
Benzidine	EPA 81646/3550/0270	(2.20	mg/kg
1,2-Dianisylhydrazine (as Azobenzene)	EPA 81646/3550/0270	(0.15	mg/kg

DSW 024316

Checked	Quality Control	Supv. Checked	Page 2 of 3
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03/04/99

12:13

NO.030

011

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. M. GUDFREY
ADDRESS: 144-0830
CORPORATE HQ/ITRS.

REPORT DATE : 03/07/93
SAMPLE DATE/TIME: 04/28/93 12:10
SAMPLE NUMBER : 530425-0060
LOCATION NUMBER : ANN

DESCRIPTION: ANNISTON TS, SAND # 2, UNDER HIGH LINES

TEST	REFERENCE	RESULT	UNITS
N-Nitrosodimethylamine	EPA 5496/3550/0270	(0.20	mg/kg
1,4-Dichlorobenzene	EPA 5496/3550/0270	(0.06	mg/kg
1,2-Dichlorobenzene	EPA 5496/3550/0270	(0.08	mg/kg
1,3-Dichlorobenzene	EPA 5496/3550/0270	(0.07	mg/kg
Parathion	EPA 5496/3550/0270	(0.01	mg/kg

This Certificate is for the physical and/or chemical characteristics of the sample as submitted.
The laboratory cannot attest to the origin and representation of the sample.

CC: MR. M. S. HILL

DSW 024317

Client	Client Contact	Client Contact	Page
	MARK LESTER	HAROLD WESTON <i>Cwp</i>	3 of 3

D-2770 Rev. 0/15

FILE: E1

03/04/99

12:13

NO. 030

P12

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, AL 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. M. GODFREY
ADDRESS: 144-8838
CORPORATE HQTRS.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/28/93 11:49
SAMPLE NUMBER : 930428-0061
LOCATION NUMBER : 0001

DESCRIPTION: ANNISTON TS. SAND 0 C. BETWEEN PLASTIC ON HILL 1 WEST END DS

TEST	REFERENCE	RESULT	UNITS
PCB, 1242	EPA SW 846/3550/8080	(0.05	ug/kg
PCB, 1254	EPA SW 846/3550/8080	(0.25	ug/kg
PCB, 1221	EPA SW 846/3550/8080	(0.05	ug/kg
PCB, 1232	EPA SW 846/3550/8080	(0.05	ug/kg
PCB, 1248	EPA SW 846/3550/8080	(0.05	ug/kg
PCB, 1260	EPA SW 846/3550/8080	(3.00	ug/kg
PCB, 1816	EPA SW 846/3550/8080	(0.05	ug/kg
Hexachlorocyclopentadiene	EPA SW846/3550/8270	(1.0	ug/kg
Aceanthylene	EPA SW846/3550/8270	(0.05	ug/kg
Bis(2-Chloroisopropyl)ether	EPA SW846/3550/8270	(0.05	ug/kg
1,2,4-Trichlorobenzene	EPA SW846/3550/8270	(0.07	ug/kg
Naphthalene	EPA SW846/3550/8270	(0.07	ug/kg
Hexachlorobutadiene	EPA SW846/3550/8270	(0.05	ug/kg
Anthracene	EPA SW846/3550/8270	(0.25	ug/kg
Benzo (a) Anthracene	EPA SW846/3550/8270	(0.77	ug/kg
Benzo (a) Pyrene	EPA SW846/3550/8270	(1.00	ug/kg
Benzo (b) Fluoranthene	EPA SW846/3550/8270	(1.03	ug/kg
Benzo (k) Fluoranthene	EPA SW846/3550/8270	(0.50	ug/kg
Benzo (g,h,i) Perylene	EPA SW846/3550/8270	(3.00	ug/kg
Chrysene	EPA SW846/3550/8270	(0.77	ug/kg
Dibenz(a,h) Anthracene	EPA SW846/3550/8270	(3.30	ug/kg
Fluorene	EPA SW846/3550/8270	(0.10	ug/kg
Indeno (1,2,3-c,d) Pyrene	EPA SW846/3550/8270	(12.25	ug/kg
Phenanthrene	EPA SW846/3550/8270	(0.97	ug/kg
Pyrene	EPA SW846/3550/8270	(1.10	ug/kg
Fluoranthene	EPA SW846/3550/8270	(1.60	ug/kg
Butylbenzyl Phthalate	EPA SW846/3550/8270	(0.50	ug/kg
Bis(2-chloroethyl)ether	EPA SW846/3550/8270	(0.15	ug/kg
Bis(2-chloroethyl)methane	EPA SW846/3550/8270	(0.07	ug/kg
4-Bromobenzyl phenyl ether	EPA SW846/3550/8270	(0.10	ug/kg

OSW 024318

Customer	Quality Control	Sub. Charges	Page 1 of 3
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5-2780 Rev. 8/85

03/04/99

12:13

NO. 030

P13

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. M. GODFREY
ADDRESS: 144-8838
CORPORATE HOUSTON

REPORT DATE : 03/07/93
SAMPLE DATE/TIME: 04/28/93 11:49
SAMPLE NUMBER : 930428-0051
LOCATION NUMBER : RMH

DESCRIPTION: ANNISTON TS, SAND & C, BETWEEN PLASTIC ON HILL & WEST END DS

TEST	REFERENCE	RESULT	UNITS
4-Chlorobenyl phenyl ether	EPA 84846/3550/8270	(0.15	ug/kg
Di-n-butylphthalate	EPA 84846/3550/8270	(0.10	ug/kg
3,3'-Dichlorobenzidine	EPA 84846/3550/8270	(2.65	ug/kg
Diethyl phthalate	EPA 84846/3550/8270	(0.10	ug/kg
Dimethyl phthalate	EPA 84846/3550/8270	(0.10	ug/kg
2,4-Dinitrotoluene	EPA 84846/3550/8270	(0.10	ug/kg
2,6-Dinitrotoluene	EPA 84846/3550/8270	(0.04	ug/kg
Di-n-octylphthalate	EPA 84846/3550/8270	(0.40	ug/kg
Hexachloroethane	EPA 84846/3550/8270	(0.03	ug/kg
Isophorone	EPA 84846/3550/8270	(0.05	ug/kg
Nitrobenzene	EPA 84846/3550/8270	(0.00	ug/kg
N-Nitrosodi-n-propylamine	EPA 84846/3550/8270	(0.10	ug/kg
Bis(2-ethylhexyl)Phthalate	EPA 84846/3550/8270	(0.00	ug/kg
2-Chlorophenol	EPA 84846/3550/8270	(0.07	ug/kg
2-Nitrophenol	EPA 84846/3550/8270	(0.14	ug/kg
2,4-Dimethylphenol	EPA 84846/3550/8270	(0.12	ug/kg
2,4-Dichlorophenol	EPA 84846/3550/8270	(0.00	ug/kg
4-Chloro-3-Methylphenol	EPA 84846/3550/8270	(0.37	ug/kg
2,4,6-Trichlorophenol	EPA 84846/3550/8270	(0.10	ug/kg
2-Chloronaphthalene	EPA 84846/3550/8270	(0.05	ug/kg
Acenaphthene	EPA 84846/3550/8270	(0.00	ug/kg
2,4-Dinitrophenol	EPA 84846/3550/8270	(3.10	ug/kg
4-Nitrophenol	EPA 84846/3550/8270	(4.10	ug/kg
4,6-Dinitro-2-Methylphenol	EPA 84846/3550/8270	(1.40	ug/kg
N-Nitrosodiphenylamine	EPA 84846/3550/8270	(0.10	ug/kg
Pentachlorophenol	EPA 84846/3550/8270	(0.25	ug/kg
Hexachlorobenzene	EPA 84846/3550/8270	(0.09	ug/kg
Phenol	EPA 84846/3550/8270	(0.06	ug/kg
Benzidine	EPA 84846/3550/8270	(2.20	ug/kg
1,2-Diphenylhydrazine(as Azobenzene)	EPA 84846/3550/8270	(0.15	ug/kg

DSW 024319

Checked	Quality Control	Subv. Checked	Page 2 of 3
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03/04/99

12:13

NO. 030

P14

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, AL 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. A. GODFREY
ADDRESS: 144-0830
CORPORATE HOOTRS.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/28/93 11:49
SAMPLE NUMBER : 930428-0061
LOCATION NUMBER : ANN

DESCRIPTION: ANNISTON TS. SAMP # 2. BETWEEN PLASTIC ON HILL & WEST END DS

TEST	REFERENCE	RESULT	UNITS
N-Nitrosodimethylamine	EPA 504/6/3550/0270	(0.20	ug/kg
1,4-Dichlorobenzene	EPA 504/6/3550/0270	(0.06	ug/kg
1,2-Dichlorobenzene	EPA 504/6/3550/0270	(0.06	ug/kg
1,3-Dichlorobenzene	EPA 504/6/3550/0270	(0.07	ug/kg
Parathion	EPA 504/6/3550/0270	(0.01	ug/kg

This Certificate is for the physical and/or chemical characteristics of the sample as submitted.
The laboratory cannot attest to the origin and representation of the sample.

CC: MR. M. J. HILL

DSW 024320

Client	Quality Control	Sub. Control	Page
	MARK LESTER	HAROLD WESTON <i>HW</i>	3 of 3

5-2790 Rev. 8/83

FTE: 57

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. R. GODFREY
ADDRESS: 14M-3830
CORPORATE ROOTS.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/28/93 11:59
SAMPLE NUMBER : 930423-0062
LOCATION NUMBER : RM

DESCRIPTION: ANNISTON TS. SAND # D, WEST SIDE OF PROP. PRIOR TO DOWHILL

TEST	REFERENCE	RESULT	UNITS
PCB, 1242	EPA SW 846/3550/8000	(0.05	ug/kg
PCB, 1254	EPA SW 846/3550/8000	(0.05	ug/kg
PCB, 1221	EPA SW 846/3550/8000	(0.05	ug/kg
PCB, 1232	EPA SW 846/3550/8000	(0.05	ug/kg
PCB, 1248	EPA SW 846/3550/8000	(0.05	ug/kg
PCB, 1253	EPA SW 846/3550/8000	(1.00	ug/kg
PCB, 1016	EPA SW 846/3550/8000	(0.05	ug/kg
Hexachlorocyclopentadiene	EPA SW846/3550/8270	(1.0	ug/kg
Acenaphthylene	EPA SW846/3550/8270	(0.05	ug/kg
Bis-2-Chloroisooctylether	EPA SW846/3550/8270	(0.05	ug/kg
1,2,4-Trichlorobenzene	EPA SW846/3550/8270	(0.07	ug/kg
Naphthalene	EPA SW846/3550/8270	(0.07	ug/kg
Hexachlorobutadiene	EPA SW846/3550/8270	(0.00	ug/kg
Anthracene	EPA SW846/3550/8270	(0.02	ug/kg
Benzo(a)Anthracene	EPA SW846/3550/8270	(0.10	ug/kg
Benzo(a)Pyrene	EPA SW846/3550/8270	(1.00	ug/kg
Benzo(b)Fluoranthene	EPA SW846/3550/8270	(0.90	ug/kg
Benzo(k)Fluoranthene	EPA SW846/3550/8270	(0.90	ug/kg
Benzo(g,h,i)Perylene	EPA SW846/3550/8270	(1.00	ug/kg
Dibenz(a,h)Anthracene	EPA SW846/3550/8270	(0.09	ug/kg
Fluorene	EPA SW846/3550/8270	(1.30	ug/kg
Indeno(1,2,3-c,d)Pyrene	EPA SW846/3550/8270	(0.05	ug/kg
Phenanthrene	EPA SW846/3550/8270	(12.25	ug/kg
Pyrene	EPA SW846/3550/8270	(0.07	ug/kg
Fluoranthene	EPA SW846/3550/8270	(0.70	ug/kg
Butylbenzyl Phthalate	EPA SW846/3550/8270	(0.75	ug/kg
Bis(2-chloroethyl)ether	EPA SW846/3550/8270	(0.50	ug/kg
Bis(2-chloroethoxy)methane	EPA SW846/3550/8270	(0.15	ug/kg
4-bromobenzyloxy phenyl ether	EPA SW846/3550/8270	(0.07	ug/kg
	EPA SW846/3550/8270	(0.10	ug/kg

DSW 024321

Client	Quality Control	Lab. Charges	Page 3
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General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. V. GODFREY
ADDRESS: 144-8820
CORPORATE HOOTRS.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/28/93 11:59
SAMPLE NUMBER : 930428-0062
LOCATION NUMBER : ANN

DESCRIPTION: WHISTON TS. SAND & G. WEST SIDE OF PROP. PRIOR TO DOWNHILL

TEST	REFERENCE	RESULT	UNITS
4-Chloroanisyl phenyl ether	EPA SW846/3550/8270	(0.15	ug/kg
Di-n-octylthalate	EPA SW846/3550/8270	(0.10	ug/kg
2,3'-Dichlorobenzidine	EPA SW846/3550/8270	(2.65	ug/kg
Diethyl onthalate	EPA SW846/3550/8270	(0.10	ug/kg
Dimethyl onthalate	EPA SW846/3550/8270	(0.10	ug/kg
2,4-Dinitrotoluene	EPA SW846/3550/8270	(0.10	ug/kg
2,6-Dinitrotoluene	EPA SW846/3550/8270	(0.04	ug/kg
Di-n-octylthalate	EPA SW846/3550/8270	(0.40	ug/kg
Hexachloroethane	EPA SW846/3550/8270	(0.03	ug/kg
Isophorone	EPA SW846/3550/8270	(0.05	ug/kg
Nitrobenzene	EPA SW846/3550/8270	(0.00	ug/kg
N-Nitrosodi-n-propylamine	EPA SW846/3550/8270	(0.10	ug/kg
Bis(2-ethylhexyl)Phthalate	EPA SW846/3550/8270	(0.00	ug/kg
2-Chloroanisol	EPA SW846/3550/8270	(0.07	ug/kg
2-Nitroanisol	EPA SW846/3550/8270	(0.14	ug/kg
2,4-Dimethylanisol	EPA SW846/3550/8270	(0.12	ug/kg
2,4-Dichloroanisol	EPA SW846/3550/8270	(0.00	ug/kg
4-Chloro-3-Methylphenol	EPA SW846/3550/8270	(0.37	ug/kg
2,4,6-Trichloroanisol	EPA SW846/3550/8270	(0.10	ug/kg
2-Chloroanisalene	EPA SW846/3550/8270	(0.05	ug/kg
2-methoxy-ene	EPA SW846/3550/8270	(0.00	ug/kg
2,4-Dinitroanisol	EPA SW846/3550/8270	(3.10	ug/kg
4-Nitroanisol	EPA SW846/3550/8270	(4.10	ug/kg
4,6-Dinitro-2-Methylanisol	EPA SW846/3550/8270	(1.40	ug/kg
N-Nitrosodimethylaniline	EPA SW846/3550/8270	(0.10	ug/kg
Pentachloroanisol	EPA SW846/3550/8270	(0.25	ug/kg
Hexachlorobenzene	EPA SW846/3550/8270	(0.09	ug/kg
Phenol	EPA SW846/3550/8270	(0.05	ug/kg
Benzidine	EPA SW846/3550/8270	(2.20	ug/kg
1,2-Diphenylhydrazine(as Azobenzene)	EPA SW846/3550/8270	(0.15	ug/kg

DSW 024322

Operator	Quality Control	Lab. Chemist	Page 3
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General Test Laboratory
Building Number B
P.O. Box 2841
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. M. GODFREY
ADDRESS: 14W-0030
CORPORATE HOURS.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/28/93 11:59
SAMPLE NUMBER : 930428-0062
LOCATION NUMBER : ANN

DESCRIPTION: ANNISTON TS, SAND # 2, WEST SIDE OF PROP. PRIOR TO DOWNGILL

TEST	REFERENCE	RESULT	UNITS
N-Nitrosodimethylamine	EPA 82146/3558/0270	(0.20	mg/kg
1,4-Dichlorobenzene	EPA 82146/3558/0270	(0.06	mg/kg
1,2-Dichlorobenzene	EPA 82146/3558/0270	(0.06	mg/kg
1,3-Dichlorobenzene	EPA 82146/3558/0270	(0.07	mg/kg
Parathion	EPA 82146/3558/0270	(0.01	mg/kg

This Certificate is for the physical and/or chemical characteristics of the sample as submitted.
The laboratory cannot attest to the origin and representation of the sample.

CC: MR. W. S. HILL

DSM 024323

Client	Quality Control	Supv. Chemist	Page
	MARK LESTER	HAROLD WESTON <i>Weston</i>	1 of 3

5-7700 Rev. 1/88
CTI S, CT

03/04/99

12:13

NO. 030

P18

General Test Laboratory
Building Number 8
P.O. Box 2541
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. V. SODREY
ADDRESS: 144-8832
CORPORATE HQDTRS.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME : 04/28/93 11:15
SAMPLE NUMBER : 930428-0863
LOCATION NUMBER : ANN

DESCRIPTION: ANNISTON TS, SAMP 1 E, SUNKEN AREAS ON EAST SIDE WEST END DS

TEST	REFERENCE	RESULT	UNITS
Bromobenzene	EPA SW846/8250	(0.005	ug/kg
Bromochloroethane	EPA SW846/8250	(0.005	ug/kg
n-Butylbenzene	EPA SW846/8250	(0.005	ug/kg
Sec-butylbenzene	EPA SW846/8250	(0.005	ug/kg
Tert-butylbenzene	EPA SW846/8250	(0.005	ug/kg
o-Chlorotoluene	EPA SW846/8250	(0.005	ug/kg
p-Chlorotoluene	EPA SW846/8250	(0.005	ug/kg
Dibromomethane	EPA SW846/8250	(0.005	ug/kg
Cis-1,2-Dichloroethylene	EPA SW846/8250	(0.005	ug/kg
1,3-Dichloropropane	EPA SW846/8250	(0.005	ug/kg
2,2-Dichloropropane	EPA SW846/8250	(0.005	ug/kg
1,1-Dichloropropane	EPA SW846/8250	(0.005	ug/kg
Hexachlorobutadiene	EPA SW846/8250	(0.005	ug/kg
Isopropylbenzene	EPA SW846/8250	(0.005	ug/kg
p-isopropyltoluene	EPA SW846/8250	(0.005	ug/kg
Naphthalene	EPA SW846/8250	(0.005	ug/kg
n-Propylbenzene	EPA SW846/8250	(0.005	ug/kg
Styrene	EPA SW846/8250	(0.005	ug/kg
1,1,1,2-Tetrachloroethane	EPA SW846/8250	(0.005	ug/kg
1,2,4-Trichlorobenzene	EPA SW846/8250	(0.005	ug/kg
PCB, 1242	EPA SW 846/3550/8080	(0.05	ug/kg
PCB, 1254	EPA SW 846/3550/8080	(0.05	ug/kg
PCB, 1221	EPA SW 846/3550/8080	(0.05	ug/kg
PCB, 1232	EPA SW 846/3550/8080	(0.05	ug/kg
PCB, 1243	EPA SW 846/3550/8080	(0.05	ug/kg
PCB, 1250	EPA SW 846/3550/8080	(0.05	ug/kg
PCB, 1815	EPA SW 846/3550/8080	(0.05	ug/kg
1,2,3-Trichloropropane	EPA SW846/8250	(0.005	ug/kg
1,1,5-Trimethylbenzene	EPA SW846/8250	(0.005	ug/kg
1,2,4-Trimethylbenzene	EPA SW846/8250	(0.005	ug/kg

OSW 024324

Checked	Quality Control	Sub. Checked	Page 1 of 5
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8-2790 Rev. 8/16

03/04/99

12:13

NO. 030

P19

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : Mr. J. M. GUDFREY
ADDRESS: 144-8838
CORPORATE HQ/RTS.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/29/93 11:15
SAMPLE NUMBER : 930428-0063
LOCATION NUMBER : 4444

DESCRIPTION: ANNISTON TS. SNAP 1 E. SUNKEN AREAS ON EAST SIDE WEST END DS

TEST	REFERENCE	RESULT	UNITS
1,2,3-Trichlorobenzene	EPA 8246/8268	(0.005	ug/kg
Hexachlorocyclopentadiene	EPA 8246/2558/8278	(1.0	ug/kg
Chloroethane	EPA 8246/8268	(0.005	ug/kg
Bromoethane	EPA 8246/8268	(2.005	ug/kg
Vinyl Chloride	EPA 8246/8268	(0.005	ug/kg
Chloroethane	EPA 8246/8268	(0.005	ug/kg
Dichloroethane (Methylene Chloride)	EPA 8246/8268	(0.005	ug/kg
Fluorotrichloroethane	EPA 8246/8268	(0.005	ug/kg
1,1-Dichloroethylene	EPA 8246/8268	(0.005	ug/kg
1,1-Dichloroethane	EPA 8246/8268	(0.005	ug/kg
Trans-1,2-Dichloroethane	EPA 8246/8268	(0.005	ug/kg
Chloroform	EPA 8246/8268	(2.005	ug/kg
1,2-Dichloroethane	EPA 8246/8268	(0.005	ug/kg
1,1,1-Trichloroethane	EPA 8246/8268	(0.005	ug/kg
Carbon Tetrachloride	EPA 8246/8268	(0.005	ug/kg
Bromodichloroethane	EPA 8246/8268	(0.005	ug/kg
1,2-Dichloropropane	EPA 8246/8268	(0.005	ug/kg
Cis-1,3-Dichloropropene	EPA 8246/8268	(0.005	ug/kg
Trichloroethylene	EPA 8246/8268	(0.005	ug/kg
Benzene	EPA 8246/8268	(0.005	ug/kg
Chlorodibromomethane	EPA 8246/8268	(0.005	ug/kg
1,1,2-Trichloroethane	EPA 8246/8268	(0.005	ug/kg
Trans-1,3-Dichloropropene	EPA 8246/8268	(0.005	ug/kg
Bromoform	EPA 8246/8268	(0.005	ug/kg
1,1,2,2-Tetrachloroethane	EPA 8246/8268	(0.005	ug/kg
Tetrachloroethylene	EPA 8246/8268	(0.005	ug/kg
Toluene	EPA 8246/8268	(0.005	ug/kg
Chlorobenzene	EPA 8246/8268	(0.005	ug/kg
Ethylbenzene	EPA 8246/8268	(0.005	ug/kg
Xylene	EPA 8246/8268	(0.005	ug/kg

DSW 024325

Client	Quality Control	Lab. Charge	Page 2 of 5
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5-1790 Rev. 8/81

03/04/99

12:13

NO. 030

D20

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. W. SODFREY
ADDRESS: 14W-2838
CORPORATE HQS/RS.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/28/93 11:15
SAMPLE NUMBER : 930428-0063
LOCATION NUMBER : RNN

DESCRIPTION: ANNISTON TS, SAMP 0 E, SUNKEN AREAS ON EAST SIDE WEST DIO OS

TEST	REFERENCE	RESULT	UNITS
Aceonaphthylene	EPA 54846/3550/8270	(0.06	ug/kg
1,4-Dichlorobenzene	EPA 54846/8260	(0.005	ug/kg
1,3-Dichlorobenzene	EPA 54846/8260	(0.005	ug/kg
1,2-Dichlorobenzene	EPA 54846/8260	(0.005	ug/kg
Bis-2-Chloroisopropylether	EPA 54846/3550/8270	(0.06	ug/kg
1,2,4-Trichlorobenzene	EPA 54846/3550/8270	(0.07	ug/kg
Naphthalene	EPA 54846/3550/8270	(0.07	ug/kg
Hexachlorobutadiene	EPA 54846/3550/8270	(0.06	ug/kg
m,p-Tylene	EPA 54846/8260	(0.005	ug/kg
O-Tylene	EPA 54846/8260	(0.005	ug/kg
Anthracene	EPA 54846/3550/8270	(0.02	ug/kg
Dichlorodifluoromethane	EPA 54846/8260	(0.005	ug/kg
Benzo(A)Anthracene	EPA 54846/3550/8270	0.63	ug/kg
Benzo(A)Pyrene	EPA 54846/3550/8270	(1.00	ug/kg
Benzo(B)Fluoranthene	EPA 54846/3550/8270	(0.90	ug/kg
Benzo(k)Fluoranthene	EPA 54846/3550/8270	(0.90	ug/kg
Benzo(g,h,i)Perylene	EPA 54846/3550/8270	(1.00	ug/kg
Chrysene	EPA 54846/3550/8270	(0.09	ug/kg
Dibenzo(a,h)Anthracene	EPA 54846/3550/8270	(1.30	ug/kg
Fluorene	EPA 54846/3550/8270	(0.05	ug/kg
Indeno(1,2,3-c,d)Pyrene	EPA 54846/3550/8270	(12.25	ug/kg
Phenanthrene	EPA 54846/3550/8270	0.06	ug/kg
Pyrene	EPA 54846/3550/8270	(0.70	ug/kg
Fluoranthene	EPA 54846/3550/8270	(0.75	ug/kg
Butylbenzyl Phthalate	EPA 54846/3550/8270	(0.50	ug/kg
Bis(2-chloroethyl)ether	EPA 54846/3550/8270	(0.15	ug/kg
Bis(2-chloroethoxy)methane	EPA 54846/3550/8270	(0.07	ug/kg
4-Bromophenyl phenyl ether	EPA 54846/3550/8270	(0.10	ug/kg
4-Chlorophenyl phenyl ether	EPA 54846/3550/8270	(0.15	ug/kg
Di-n-butylphthalate	EPA 54846/3550/8270	(0.10	ug/kg

DSW 024326

Client	Quality Control	Sub. Control	Page 3 of 5
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8-1798 Rev 4/91

03/04/99

12:13

NO. 030

021

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. A. GODFREY
ADDRESS: 144-8830
CORPORATE ADDRESS

REPORT DATE : 03/07/93
SAMPLE DATE/TIME: 04/28/93 11:15
SAMPLE NUMBER : 930428-0063
LOCATION NUMBER : RAN

DESCRIPTION: ANNISTON TS, SAND # 6, SURFACE AREA ON EAST SIDE WEST END DS

TEST	REFERENCE	RESULT	UNITS
3,3'-Dichlorobenzidine	EPA 84846/3550/8270	(2.53	ug/kg
Diethyl phthalate	EPA 84846/3550/8270	(0.10	ug/kg
Dimethyl phthalate	EPA 84846/3550/8270	(0.10	ug/kg
2,4-Dinitrotoluene	EPA 84846/3550/8270	(0.10	ug/kg
2,6-Dinitrotoluene	EPA 84846/3550/8270	(0.04	ug/kg
Di-n-octylphthalate	EPA 84846/3550/8270	(0.40	ug/kg
Hexachloroethane	EPA 84846/3550/8270	(0.03	ug/kg
Isophorone	EPA 84846/3550/8270	(0.05	ug/kg
Nitrobenzene	EPA 84846/3550/8270	(0.00	ug/kg
N-Nitrosodi-n-propylamine	EPA 84846/3550/8270	(0.10	ug/kg
Bis(2-ethylhexyl)Phthalate	EPA 84846/3550/8270	(0.00	ug/kg
2-Chlorophenol	EPA 84846/3550/8270	(0.07	ug/kg
2-Nitrophenol	EPA 84846/3550/8270	(0.14	ug/kg
2,4-Dimethylphenol	EPA 84846/3550/8270	(0.12	ug/kg
2,4-Dichlorophenol	EPA 84846/3550/8270	(0.00	ug/kg
4-Chloro-3-Methylphenol	EPA 84846/3550/8270	(0.37	ug/kg
2,4,6-Trichlorophenol	EPA 84846/3550/8270	(0.10	ug/kg
2-Chloronaphthalene	EPA 84846/3550/8270	(0.05	ug/kg
Acenaphthene	EPA 84846/3550/8270	(0.00	ug/kg
2,4-Dinitrophenol	EPA 84846/3550/8270	(1.10	ug/kg
4-Nitrophenol	EPA 84846/3550/8270	(4.10	ug/kg
4,6-Dinitro-2-Methylphenol	EPA 84846/3550/8270	(1.40	ug/kg
N-Nitrosodimethylamine	EPA 84846/3550/8270	(0.10	ug/kg
Pentachlorophenol	EPA 84846/3550/8270	(0.25	ug/kg
Hexachlorobenzene	EPA 84846/3550/8270	(0.09	ug/kg
Phenol	EPA 84846/3550/8270	(0.06	ug/kg
Benzidine	EPA 84846/3550/8270	(2.20	ug/kg
1,2-Dimethylhydrazine(as Azobenzene)	EPA 84846/3550/8270	(0.15	ug/kg
N-Nitrosodimethylamine	EPA 84846/3550/8270	(0.20	ug/kg
1,4-Dichlorobenzene	EPA 84846/3550/8270	(0.06	ug/kg

DSW 024327

Checked

Quality Control

Samp. Checked

Date

5-2790 Rev. 8/93

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. M. GODFREY
ADDRESS: 144-0030
CORPORATE HEADQUARTERS

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/20/93 11:15
SAMPLE NUMBER : 930428-0063
LOCATION NUMBER : 0000

DESCRIPTION: ANNISTON TS, SAND & E. SUNKEN AREA ON EAST SIDE WEST END DS

TEST	REFERENCE	RESULT	UNITS
1,2-Dichlorobenzene	EPA 84046/3550/0270	(0.00	ug/kg
1,3-Dichlorobenzene	EPA 84046/3550/0270	(0.07	ug/kg
Permethrin	EPA 84046/3550/0270	(0.01	ug/kg

This Certificate is for the physical and/or chemical characteristics of the sample as submitted.
The Laboratory cannot attest to the origin and representation of the sample.

CC: MR. M. E. WILL

DSW 024328

Client	Quality Control MARK LESTER	Lab. Director HAROLD WESTON 	Page 3 of 5
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6-2780 Rev. 07/93
STC-27

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. W. GIMFREY
ADDRESS: 144-8630
CORPORATE HQTRS.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/20/93 11:27
SAMPLE NUMBER : 930425-0064
LOCATION NUMBER : RHH

DESCRIPTION: ANNISTON TS, SAMP 6 F, SINKER AREAS ON EAST SIDE WEST END DS

TEST	REFERENCE	RESULT	UNITS
Bromobenzene	EPA SW846/8260	(0.005	mg/kg
Bromochloromethane	EPA SW846/8260	(0.005	mg/kg
n-Butylbenzene	EPA SW846/8260	(0.005	mg/kg
Sec-butylbenzene	EPA SW846/8260	(0.005	mg/kg
Tert-butylbenzene	EPA SW846/8260	(0.005	mg/kg
o-Chlorotoluene	EPA SW846/8260	(0.005	mg/kg
o-Chlorotoluene	EPA SW846/8260	(0.005	mg/kg
Dibromomethane	EPA SW846/8260	(0.005	mg/kg
Cis-1,2-Dichloroethylene	EPA SW846/8260	(0.005	mg/kg
1,1-Dichloroethane	EPA SW846/8260	(0.005	mg/kg
2,2-Dichloroethane	EPA SW846/8260	(0.005	mg/kg
1,1-Dichloroethene	EPA SW846/8260	(0.005	mg/kg
Hexachlorobutadiene	EPA SW846/8260	(0.005	mg/kg
Isopropylbenzene	EPA SW846/8260	(0.005	mg/kg
o-Isopropyltoluene	EPA SW846/8260	(0.005	mg/kg
Naphthalene	EPA SW846/8260	(0.005	mg/kg
n-Propylbenzene	EPA SW846/8260	(0.005	mg/kg
Styrene	EPA SW846/8260	(0.005	mg/kg
1,1,1,2-Tetrachloroethane	EPA SW846/8260	(0.005	mg/kg
1,2,4-Trichlorobenzene	EPA SW846/8260	(0.005	mg/kg
PCB, 1242	EPA SW 846/3550/8080	(0.05	mg/kg
PCB, 1254	EPA SW 846/3550/8080	(0.05	mg/kg
PCB, 1221	EPA SW 846/3550/8080	(0.05	mg/kg
PCB, 1232	EPA SW 846/3550/8080	(0.05	mg/kg
PCB, 1248	EPA SW 846/3550/8080	(0.05	mg/kg
PCB, 1260	EPA SW 846/3550/8080	(0.05	mg/kg
PCB, 1816	EPA SW 846/3550/8080	(0.05	mg/kg
1,2,3-Trichloropropane	EPA SW846/8260	(0.005	mg/kg
1,1,5-Trimethylbenzene	EPA SW846/8260	(0.005	mg/kg
1,2,4-Trimethylbenzene	EPA SW846/8260	(0.005	mg/kg

DSW 024329

Chemist

Quality Control

Supv. Chemist

Page

1 of 1

03/04/99

12:13

NO.030

024

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. M. SODFREY
ADDRESS: 144-8839
CORPORATE HOOTRS.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/29/93 11:27
SAMPLE NUMBER : 930428-3064
LOCATION NUMBER : RM

DESCRIPTION: ANNISTON TS, SWP # F, BUNKER AREAS ON EAST SIDE WEST END DS

TEST	REFERENCE	RESULT	UNITS
1,2,3-Trichlorobenzene	EPA SW846/8250	(0.005	ug/kg
Hexachlorocyclopentadiene	EPA SW846/3350/8270	(1.0	ug/kg
Chloromethane	EPA SW846/8250	(0.005	ug/kg
Bromomethane	EPA SW846/8250	(0.005	ug/kg
Vinyl Chloride	EPA SW846/8250	(0.005	ug/kg
Chloroethane	EPA SW846/8250	(0.005	ug/kg
Dichloromethane (Methylene Chloride)	EPA SW846/8250	(0.005	ug/kg
Fluorotrichloromethane	EPA SW846/8250	(0.005	ug/kg
1,1-Dichloroethylene	EPA SW846/8250	(0.005	ug/kg
1,1-Dichloroethane	EPA SW846/8250	(0.005	ug/kg
Trans-1,2-Dichloroethane	EPA SW846/8250	(0.005	ug/kg
Chloroform	EPA SW846/8250	(0.005	ug/kg
1,2-Dichloroethane	EPA SW846/8250	(0.005	ug/kg
1,1,1-Trichloroethane	EPA SW846/8250	(0.005	ug/kg
Carbon Tetrachloride	EPA SW846/8250	(0.005	ug/kg
Bromodichloromethane	EPA SW846/8250	(0.005	ug/kg
1,2-Dichloropropane	EPA SW846/8250	(0.005	ug/kg
Cis-1,3-Dichloropropene	EPA SW846/8250	(0.005	ug/kg
Trichloroethylene	EPA SW846/8250	(0.005	ug/kg
Benzene	EPA SW846/8250	(0.005	ug/kg
Chlorodibromomethane	EPA SW846/8250	(0.005	ug/kg
1,1,2-Trichloroethane	EPA SW846/8250	(0.005	ug/kg
Trans-1,3-Dichloropropene	EPA SW846/8250	(0.005	ug/kg
Bromoform	EPA SW846/8250	(0.005	ug/kg
1,1,2,2-Tetrachloroethane	EPA SW846/8250	(0.005	ug/kg
Tetrachloroethylene	EPA SW846/8250	(0.005	ug/kg
Toluene	EPA SW846/8250	(0.005	ug/kg
Chlorobenzene	EPA SW846/8250	(0.005	ug/kg
Stylobenzene	EPA SW846/8250	(0.005	ug/kg
Xylene	EPA SW846/8250	(0.005	ug/kg

DSW 024330

Checked

Quoted Copies

Super. Checked

Page

2 of 5

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. R. BOOFREY
ADDRESS: 144-8838
CORPORATE HOOTRS.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/28/93 11:27
SAMPLE NUMBER : 930428-0064
LOCATION NUMBER : 000

DESCRIPTION: AMMISTON TS, SAND & F, SUNKEN WRECK ON EAST SIDE WEST END DS

TEST	REFERENCE	RESULT	UNITS
Acmantethylene	EPA SM846/3558/8278	(0.05	ug/kg
1,4-Dichlorobenzene	EPA SM846/8268	(0.003	ug/kg
1,3-Dichlorobenzene	EPA SM846/8268	(0.003	ug/kg
1,2-Dichlorobenzene	EPA SM846/8268	(0.003	ug/kg
Bis-2-Chloroisopropylether	EPA SM846/3558/8278	(0.00	ug/kg
1,2,4-Trichlorobenzene	EPA SM846/3558/8278	(0.07	ug/kg
Naphthalene	EPA SM846/3558/8278	(0.07	ug/kg
Hexachlorobutadiene	EPA SM846/3558/8278	(0.00	ug/kg
m, p-Xylene	EPA SM846/8268	(0.005	ug/kg
O-Xylene	EPA SM846/8268	(0.005	ug/kg
Anthracene	EPA SM846/3558/8278	(0.02	ug/kg
Dichlorodifluoroethane	EPA SM846/8268	(0.005	ug/kg
Benzo(a)Anthracene	EPA SM846/3558/8278	(0.65	ug/kg
Benzo(a)Pyrene	EPA SM846/3558/8278	(1.00	ug/kg
Benzo(b)Fluoranthene	EPA SM846/3558/8278	(0.50	ug/kg
Benzo(k)Fluoranthene	EPA SM846/3558/8278	(0.50	ug/kg
Benzo(g,h,i)Perylene	EPA SM846/3558/8278	(1.00	ug/kg
Chrysene	EPA SM846/3558/8278	(0.09	ug/kg
Bibenz(a,h)Anthracene	EPA SM846/3558/8278	(1.38	ug/kg
Fluorene	EPA SM846/3558/8278	(0.05	ug/kg
Indeno(1,2,3-c,d)Pyrene	EPA SM846/3558/8278	(12.25	ug/kg
Phenanthrene	EPA SM846/3558/8278	(0.00	ug/kg
Pyrene	EPA SM846/3558/8278	(0.70	ug/kg
Fluoranthene	EPA SM846/3558/8278	(0.75	ug/kg
Butylbenzyl Phthalate	EPA SM846/3558/8278	(0.50	ug/kg
Bis(2-chloroethyl)ether	EPA SM846/3558/8278	(0.15	ug/kg
Bis(2-chloroethoxy)methane	EPA SM846/3558/8278	(0.07	ug/kg
4-Bromocumyl phenyl ether	EPA SM846/3558/8278	(0.10	ug/kg
4-Chlorocumyl phenyl ether	EPA SM846/3558/8278	(0.15	ug/kg
Di-n-butylphthalate	EPA SM846/3558/8278	(0.10	ug/kg

DSW 024331

Client	Customer Contact	Supv. Chemist	Page 3 of 5
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5-2790 Rev. 8/93

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. R. GOMFREY
ADDRESS : 44-8830
CORPORATE HOOTRS.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME : 04/28/93 11:27
SAMPLE NUMBER : 930428-0064
LOCATION NUMBER : RAN

DESCRIPTION: AMISTON TS. SHIP & F. SUNKEN AREAS ON EAST SIDE WEST END DS

TEST	REFERENCE	RESULT	UNITS
1,3-Dichlorobenzidine	EPA 8446/3558/8270	(2.65	ug/kg
Diethyl phthalate	EPA 8446/3558/8270	(0.10	ug/kg
Dimethyl phthalate	EPA 8446/3558/8270	(0.10	ug/kg
2,4-Dinitrotoluene	EPA 8446/3558/8270	(0.10	ug/kg
2,6-Dinitrotoluene	EPA 8446/3558/8270	(0.04	ug/kg
Di-n-octylphthalate	EPA 8446/3558/8270	(0.40	ug/kg
Hexachloroethane	EPA 8446/3558/8270	(0.03	ug/kg
Isochlorone	EPA 8446/3558/8270	(0.03	ug/kg
Nitrobenzene	EPA 8446/3558/8270	(0.08	ug/kg
N-Nitrosodimethylamine	EPA 8446/3558/8270	(0.10	ug/kg
Bis(2-ethylhexyl)phthalate	EPA 8446/3558/8270	(0.00	ug/kg
2-Chlorophenol	EPA 8446/3558/8270	(0.07	ug/kg
2-Nitrophenol	EPA 8446/3558/8270	(0.14	ug/kg
2,4-Dimethylphenol	EPA 8446/3558/8270	(0.12	ug/kg
2,4-Dichlorophenol	EPA 8446/3558/8270	(0.08	ug/kg
4-Chloro-2-Methylphenol	EPA 8446/3558/8270	(0.37	ug/kg
2,4,6-Trichlorophenol	EPA 8446/3558/8270	(0.19	ug/kg
2-Chloronaphthalene	EPA 8446/3558/8270	(0.05	ug/kg
Acenaphthene	EPA 8446/3558/8270	(0.00	ug/kg
2,4-Dinitrophenol	EPA 8446/3558/8270	(3.10	ug/kg
4-Nitrophenol	EPA 8446/3558/8270	(4.10	ug/kg
4,6-Dinitro-2-Methylphenol	EPA 8446/3558/8270	(1.40	ug/kg
N-Nitrosodiphenylamine	EPA 8446/3558/8270	(0.10	ug/kg
Pentachlorophenol	EPA 8446/3558/8270	(0.25	ug/kg
Hexachlorobenzene	EPA 8446/3558/8270	(0.09	ug/kg
Phenol	EPA 8446/3558/8270	(0.05	ug/kg
Benidine	EPA 8446/3558/8270	(2.20	ug/kg
1,2-Diphenylhydrazine(as Azobenzene)	EPA 8446/3558/8270	(0.15	ug/kg
N-Nitrosodimethylamine	EPA 8446/3558/8270	(0.20	ug/kg
1,4-Dichlorobenzene	EPA 8446/3558/8270	(0.06	ug/kg

DSW 024332

Chemist

Quality Control

Supv. Chemist

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03/04/99

12:13

NO. 030

027

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. M. GODFREY
ADDRESS: 14N-0830
CORPORATE HQ/RTS.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/28/93 11:27
SAMPLE NUMBER : 930421-0064
LOCATION NUMBER : RHH

DESCRIPTION: ANNISTON TS. SWP # F, SUNKEN AREAS ON EAST SIDE WEST END DS

TEST	REFERENCE	RESULT	UNITS
1,2-Dichlorobenzene	EPA 50846/3550/8270	(0.06	mg/kg
1,3-Dichlorobenzene	EPA 50846/3550/8270	(0.07	mg/kg
Parathion	EPA 50846/3550/8270	(0.01	mg/kg

This Certificate is for the physical and/or chemical characteristics of the sample as submitted.
The laboratory cannot attest to the origin and representation of the sample.

CC: MR. M. S. WILL

OSW 024333

Client	Quality Control MARK LESTER	Lab. Control HAROLD WESTON <i>aw</i>	Page 5 of 5
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5-7730 Rev. 8/83
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General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. L. GURFREY
ADDRESS: 144-0839
CORPORATE HQ/OTIS.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/20/93 11:35
SAMPLE NUMBER : 930420-0053
LOCATION NUMBER : 000

DESCRIPTION: ANNISTON TS, SAMP # 6, SUNKEN AREAS ON EAST SIDE WEST END DS

TEST	REFERENCE	RESULT	UNITS
Bromobenzene	EPA SM846/8260	(0.005	ug/kg
Bromochloromethane	EPA SM846/8260	(0.005	ug/kg
n-Butylbenzene	EPA SM846/8260	(0.005	ug/kg
Sec-butylbenzene	EPA SM846/8260	(0.005	ug/kg
Tert-butylbenzene	EPA SM846/8260	(0.005	ug/kg
o-Chlorotoluene	EPA SM846/8260	(0.005	ug/kg
m-Chlorotoluene	EPA SM846/8260	(0.005	ug/kg
Bromomethane	EPA SM846/8260	(0.005	ug/kg
Cis-1,2-Dichloroethylene	EPA SM846/8260	(0.005	ug/kg
1,3-Dichloropropane	EPA SM846/8260	(0.005	ug/kg
2,2-Dichloropropane	EPA SM846/8260	(0.005	ug/kg
1,1-Dichloroethane	EPA SM846/8260	(0.005	ug/kg
Hexachlorobutadiene	EPA SM846/8260	(0.005	ug/kg
Isopropylbenzene	EPA SM846/8260	(0.005	ug/kg
n-Isopropyltoluene	EPA SM846/8260	(0.005	ug/kg
Benzhalene	EPA SM846/8260	(0.005	ug/kg
n-Propylbenzene	EPA SM846/8260	(0.005	ug/kg
Styrene	EPA SM846/8260	(0.005	ug/kg
1,1,1,2-Tetrachloroethane	EPA SM846/8260	(0.005	ug/kg
1,2,4-Trichlorobenzene	EPA SM846/8260	(0.005	ug/kg
PCB, 1242	EPA SM 846/3550/8800	(0.05	ug/kg
PCB, 1254	EPA SM 846/3550/8800	(0.05	ug/kg
PCB, 1221	EPA SM 846/3550/8800	(0.05	ug/kg
PCB, 1232	EPA SM 846/3550/8800	(0.05	ug/kg
PCB, 1248	EPA SM 846/3550/8800	(0.05	ug/kg
PCB, 1260	EPA SM 846/3550/8800	(0.05	ug/kg
PCB, 1816	EPA SM 846/3550/8800	(0.05	ug/kg
1,2,3-Trichloropropane	EPA SM846/8260	(0.005	ug/kg
1,3,5-Trimethylbenzene	EPA SM846/8260	(0.005	ug/kg
1,2,4-Trimethylbenzene	EPA SM846/8260	(0.005	ug/kg

DSW 024334

Checked

Quality Control

Sign. Checked

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General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. N. GODFREY
ADDRESS: 14W-6838
CORPORATE HQUTRS.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/28/93 11:35
SAMPLE NUMBER : 930420-0063
LOCATION NUMBER : ANN

DESCRIPTION: ANNISTON TS, SHIP # 5, SUNKEN AREA ON EAST SIDE WEST 2ND DS

TEST	REFERENCE	RESULT	UNITS
1,2,3-Trichlorobenzene	EPA SW846/8250	(0.005	ug/kg
Hexachlorocyclopentadiene	EPA SW846/8250/8270	(1.0	ug/kg
Chloroethane	EPA SW846/8250	(0.005	ug/kg
Bromoethane	EPA SW846/8250	(0.005	ug/kg
Vinyl Chloride	EPA SW846/8250	(0.005	ug/kg
Chloroethane	EPA SW846/8250	(0.005	ug/kg
Dichloroethane (Methylene Chloride)	EPA SW846/8250	(0.005	ug/kg
Fluorotrichloroethane	EPA SW846/8250	(0.005	ug/kg
1,1-Dichloroethylene	EPA SW846/8250	(0.005	ug/kg
1,1-Dichloroethane	EPA SW846/8250	(0.005	ug/kg
Trans-1,2-Dichloroethane	EPA SW846/8250	(0.005	ug/kg
Chloroform	EPA SW846/8250	(0.005	ug/kg
1,2-Dichloroethane	EPA SW846/8250	(0.005	ug/kg
1,1,1-Trichloroethane	EPA SW846/8250	(0.005	ug/kg
Carbon Tetrachloride	EPA SW846/8250	(0.005	ug/kg
Bromodichloroethane	EPA SW846/8250	(0.005	ug/kg
1,3-Dichloropropane	EPA SW846/8250	(0.005	ug/kg
Cis-1,3-Dichloropropane	EPA SW846/8250	(0.005	ug/kg
Trichloroethylene	EPA SW846/8250	(0.005	ug/kg
Benzene	EPA SW846/8250	(0.005	ug/kg
Chlorodibromomethane	EPA SW846/8250	(0.005	ug/kg
1,1,2-Trichloroethane	EPA SW846/8250	(0.005	ug/kg
Trans-1,3-Dichlorocyclohexane	EPA SW846/8250	(0.005	ug/kg
Bromoform	EPA SW846/8250	(0.005	ug/kg
1,1,2,2-Tetrachloroethane	EPA SW846/8250	(0.005	ug/kg
Tetrachloroethylene	EPA SW846/8250	(0.005	ug/kg
Toluene	EPA SW846/8250	(0.005	ug/kg
Chlorobenzene	EPA SW846/8250	(0.005	ug/kg
Ethylbenzene	EPA SW846/8250	(0.005	ug/kg
Xylene	EPA SW846/8250	(0.005	ug/kg

DSW 024335

Client

Quality Control

Test Results

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General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. M. GODFREY
ADDRESS: 14N-0838
CORPORATE HQ/OTRS.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/28/93 11:35
SAMPLE NUMBER : 930428-0065
LOCATION NUMBER : PNN

DESCRIPTION: AMMISTON TS, SAMP # 6, SLIVEN AERS ON EAST SIDE WEST END US

TEST	REFERENCE	RESULT	UNITS
Aceanthylene	EPA SM846/3550/8270	(0.06	ug/kg
1,4-Dichlorobenzene	EPA SM846/8260	(0.005	ug/kg
1,3-Dichlorobenzene	EPA SM846/8260	(0.005	ug/kg
1,2-Dichlorobenzene	EPA SM846/8260	(0.005	ug/kg
Bis-2-Chloroisopropylether	EPA SM846/3550/8270	(0.06	ug/kg
1,2,4-Trichlorobenzene	EPA SM846/3550/8270	(0.07	ug/kg
Naphthalene	EPA SM846/3550/8270	(0.07	ug/kg
Hexachlorobutadiene	EPA SM846/3550/8270	(0.06	ug/kg
m,p-Tylene	EPA SM846/8260	(0.005	ug/kg
O-Tylene	EPA SM846/8260	(0.005	ug/kg
Anthracene	EPA SM846/3550/8270	(0.02	ug/kg
Dichlorodifluoroethane	EPA SM846/8260	(0.005	ug/kg
Benzo (A) Anthracene	EPA SM846/3550/8270	(3.17	ug/kg
Benzo (A) Pyrene	EPA SM846/3550/8270	(1.00	ug/kg
Benzo (B) Fluoranthene	EPA SM846/3550/8270	(0.90	ug/kg
Benzo (k) Fluoranthene	EPA SM846/3550/8270	(0.90	ug/kg
Benzo (g, h, i) Perylene	EPA SM846/3550/8270	(3.00	ug/kg
Chrysene	EPA SM846/3550/8270	(0.09	ug/kg
Dibenz (a, h) Anthracene	EPA SM846/3550/8270	(3.30	ug/kg
Fluorene	EPA SM846/3550/8270	(0.05	ug/kg
Indeno (1,2,3-c,d) Pyrene	EPA SM846/3550/8270	(12.25	ug/kg
Phenanthrene	EPA SM846/3550/8270	(0.07	ug/kg
Pyrene	EPA SM846/3550/8270	(0.70	ug/kg
Fluoranthene	EPA SM846/3550/8270	(0.75	ug/kg
Butylbenzyl Phthalate	EPA SM846/3550/8270	(0.50	ug/kg
Bis(2-chloroethoxy)ethane	EPA SM846/3550/8270	(0.15	ug/kg
Bis(2-chloroethoxy)ethane	EPA SM846/3550/8270	(0.07	ug/kg
4-Bromobenzyl phenyl ether	EPA SM846/3550/8270	(0.10	ug/kg
4-Chlorobenzyl phenyl ether	EPA SM846/3550/8270	(0.15	ug/kg
Di-n-butylterthalate	EPA SM846/3550/8270	(0.25	ug/kg

OSW 024336

Client

Quality Control

Lab. Control

Page

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General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. R. SODFREY
ADDRESS: 144-3638
CORPORATE HQ/RTS.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/28/93 11:36
SAMPLE NUMBER : 930428-0065
LOCATION NUMBER : RNN

DESCRIPTION: ANNISTON TS, SAMP # 6, SUNKEN AREAS ON EAST SIDE WEST END DS

TEST	REFERENCE	RESULT	UNITS
3,3'-Dichlorobenzidine	EPA 816/6/3550/8270	(2.63	ug/kg
Diethyl phthalate	EPA 816/6/3550/8270	(0.10	ug/kg
Dimethyl phthalate	EPA 816/6/3550/8270	(0.10	ug/kg
2,4-Dinitrotoluene	EPA 816/6/3550/8270	(0.10	ug/kg
2,6-Dinitrotoluene	EPA 816/6/3550/8270	(0.04	ug/kg
Di-n-octylphthalate	EPA 816/6/3550/8270	(0.40	ug/kg
Hexachloroethane	EPA 816/6/3550/8270	(0.03	ug/kg
Isophorone	EPA 816/6/3550/8270	(0.05	ug/kg
Nitrobenzene	EPA 816/6/3550/8270	(0.05	ug/kg
N-Nitrosodi-n-propylamine	EPA 816/6/3550/8270	(0.10	ug/kg
Bis(2-ethylhexyl)Phthalate	EPA 816/6/3550/8270	(0.00	ug/kg
2-Chlorophenol	EPA 816/6/3550/8270	(0.07	ug/kg
2-Nitrophenol	EPA 816/6/3550/8270	(0.14	ug/kg
2,4-Dimethylphenol	EPA 816/6/3550/8270	(0.12	ug/kg
2,4-Dichlorophenol	EPA 816/6/3550/8270	(0.00	ug/kg
4-Chloro-2-Methylphenol	EPA 816/6/3550/8270	(0.37	ug/kg
2,4,6-Trichlorophenol	EPA 816/6/3550/8270	(0.10	ug/kg
2-Chloronaphthalene	EPA 816/6/3550/8270	(0.05	ug/kg
Acenaphthene	EPA 816/6/3550/8270	(0.00	ug/kg
2,4-Dinitrophenol	EPA 816/6/3550/8270	(3.10	ug/kg
4-Nitrophenol	EPA 816/6/3550/8270	(4.10	ug/kg
4,6-Dinitro-2-Methylphenol	EPA 816/6/3550/8270	(1.40	ug/kg
N-Nitrosodiphenylamine	EPA 816/6/3550/8270	(0.10	ug/kg
Pentachlorophenol	EPA 816/6/3550/8270	(0.25	ug/kg
Hexachlorobenzene	EPA 816/6/3550/8270	(0.09	ug/kg
Phenol	EPA 816/6/3550/8270	(0.06	ug/kg
Benzidine	EPA 816/6/3550/8270	(2.20	ug/kg
1,2-Diphenylhydrazine (as Azobenzene)	EPA 816/6/3550/8270	(0.15	ug/kg
N-Nitrosodimethylamine	EPA 816/6/3550/8270	(0.20	ug/kg
1,4-Dichlorobenzene	EPA 816/6/3550/8270	(0.06	ug/kg

DSW 024337

Client	Quality Control	Lab. Control	Page
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General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. M. GODFREY
ADDRESS: 144-0630
CORPORATE HOUSING

REPORT DATE : 05/17/93
SAMPLE DATE/TIME: 04/28/93 11:36
SAMPLE NUMBER : 930428-0063
LOCATION NUMBER : ANN

DESCRIPTION: ANNISTON TS, SAMP # 8, SUNKEN AREAS ON EAST SIDE WEST END IS

TEST	REFERENCE	RESULT	UNITS
1,2-Dichlorobenzene	EPA 82146/3358/0270	(0.08	ug/kg
1,3-Dichlorobenzene	EPA 82146/3358/0270	(0.07	ug/kg
Parathion	EPA 82146/3358/0270	(0.01	ug/kg

This Certificate is for the physical and/or chemical characteristics of the sample as submitted.
The laboratory cannot attest to the origin and representation of the sample.

CC: MR. M. S. HILL

DSW 024338

Client	Client Contact MARK LESTER	Supv. Chemist HAROLD WESTON <i>CWA</i>	Page 5 of 5
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General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. M. GODFREY
ADDRESS: 140-8830
CORPORATE MORTIS.

REPORT DATE : 05/17/93
SAMPLE DATE/TIME: 04/28/93 14:00
SAMPLE NUMBER : 930420-0055
LOCATION NUMBER : 4204

DESCRIPTION: AMNISTON TS, SAND # 14, OTTEN SED., PRIOR TO EXIT APCD PROP.

TEST	REFERENCE	RESULT	UNITS
PCB, 1242	EPA SW 846/3550/8000	(0.05	ug/kg
PCB, 1254	EPA SW 846/3550/8000	(0.05	ug/kg
PCB, 1221	EPA SW 846/3550/8000	(0.05	ug/kg
PCB, 1232	EPA SW 846/3550/8000	(0.05	ug/kg
PCB, 1248	EPA SW 846/3550/8000	(0.05	ug/kg
PCB, 1260	EPA SW 846/3550/8000	(0.05	ug/kg
PCB, 1816	EPA SW 846/3550/8000	(0.25	ug/kg
Hexachlorocyclopentadiene	EPA SW 846/3550/8270	(1.0	ug/kg
Acenaphthylene	EPA SW 846/3550/8270	(0.06	ug/kg
Bis-2-Chloroisooctylether	EPA SW 846/3550/8270	(0.08	ug/kg
1,2,4-Trichlorobenzene	EPA SW 846/3550/8270	(0.07	ug/kg
Naphthalene	EPA SW 846/3550/8270	(0.07	ug/kg
Hexachloroutadiene	EPA SW 846/3550/8270	(0.08	ug/kg
Anthracene	EPA SW 846/3550/8270	(0.02	ug/kg
Benzo (a) Anthracene	EPA SW 846/3550/8270	(0.10	ug/kg
Benzo (a) Pyrene	EPA SW 846/3550/8270	(1.00	ug/kg
Benzo (b) Fluoranthene	EPA SW 846/3550/8270	(0.90	ug/kg
Benzo (k) Fluoranthene	EPA SW 846/3550/8270	(0.90	ug/kg
Benzo (g, h, i) Perylene	EPA SW 846/3550/8270	(3.00	ug/kg
Chrysene	EPA SW 846/3550/8270	(2.09	ug/kg
Dibenzo (a, h) Anthracene	EPA SW 846/3550/8270	(3.30	ug/kg
Fluorene	EPA SW 846/3550/8270	(0.05	ug/kg
Indeno (1,2,3-c, d) Pyrene	EPA SW 846/3550/8270	(12.25	ug/kg
Phenanthrene	EPA SW 846/3550/8270	(0.07	ug/kg
Pyrene	EPA SW 846/3550/8270	(0.70	ug/kg
Fluoranthene	EPA SW 846/3550/8270	(0.75	ug/kg
Butylbenzyl Phthalate	EPA SW 846/3550/8270	(0.50	ug/kg
Bis(2-chloroethyl) ether	EPA SW 846/3550/8270	(0.15	ug/kg
Bis(2-chloroethoxy) methane	EPA SW 846/3550/8270	(0.07	ug/kg
4-Bromobenzyl phenyl ether	EPA SW 846/3550/8270	(0.10	ug/kg

OSW 024339

Chemist	Quality Control	Supv. Chemist	Page 1.3
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General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. R. GODFREY
ADDRESS: 144-8838
CORPORATE HOUTES.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/28/93 14:00
SAMPLE NUMBER : 020428-0265
LOCATION NUMBER : RMW

DESCRIPTION: ANNISTON TS. SAND # H, DITCH SED., PRIOR TO EXIT APED PROP.

TEST	REFERENCE	RESULT	UNITS
4-Chlorophenyl phenyl ether	EPA 84846/3558/8270	(0.15	mg/kg
Di-n-butylthalate	EPA 84846/3558/8270	(0.10	mg/kg
3,3'-Dichlorobenzidine	EPA 84846/3558/8270	(2.65	mg/kg
Diethyl phthalate	EPA 84846/3558/8270	(0.10	mg/kg
Dimethyl phthalate	EPA 84846/3558/8270	(0.10	mg/kg
2,4-Dinitrotoluene	EPA 84846/3558/8270	(0.10	mg/kg
2,6-Dinitrotoluene	EPA 84846/3558/8270	(0.04	mg/kg
Di-n-octylthalate	EPA 84846/3558/8270	(0.40	mg/kg
Hexachloroethane	EPA 84846/3558/8270	(0.03	mg/kg
Isophorone	EPA 84846/3558/8270	(0.05	mg/kg
Nitrobenzene	EPA 84846/3558/8270	(0.08	mg/kg
N-nitrosodi-n-propylamine	EPA 84846/3558/8270	(0.10	mg/kg
Bis(2-ethylhexyl)Phthalate	EPA 84846/3558/8270	(0.60	mg/kg
2-Chlorophenol	EPA 84846/3558/8270	(0.07	mg/kg
2-Nitrophenol	EPA 84846/3558/8270	(0.14	mg/kg
2,4-Dimethylphenol	EPA 84846/3558/8270	(0.12	mg/kg
2,4-Dichlorophenol	EPA 84846/3558/8270	(0.08	mg/kg
4-Chloro-3-Methylphenol	EPA 84846/3558/8270	(0.37	mg/kg
2,4,6-Trichlorophenol	EPA 84846/3558/8270	(0.18	mg/kg
2-Chloronaphthalene	EPA 84846/3558/8270	(0.35	mg/kg
Acenaphthene	EPA 84846/3558/8270	(0.08	mg/kg
2,4-Dinitrophenol	EPA 84846/3558/8270	(3.10	mg/kg
4-Nitrophenol	EPA 84846/3558/8270	(4.10	mg/kg
4,6-Dinitro-2-Methylphenol	EPA 84846/3558/8270	(1.40	mg/kg
N-Nitrosodimethylaniline	EPA 84846/3558/8270	(0.10	mg/kg
Pentachlorophenol	EPA 84846/3558/8270	(0.25	mg/kg
Hexachlorobenzene	EPA 84846/3558/8270	(0.09	mg/kg
Phenol	EPA 84846/3558/8270	(0.06	mg/kg
Benzidine	EPA 84846/3558/8270	(2.20	mg/kg
1,2-Dichlorophenylhydrazine (as Acobenzene)	EPA 84846/3558/8270	(0.15	mg/kg

DSW 024340

Client	Client Contact	Lab. Contact	Page 2 of 3
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General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. M. GODFREY
ADDRESS: 144-0630
CORPORATE HQ/OTRS.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/28/93 14:00
SAMPLE NUMBER : 930425-0066
LOCATION NUMBER : 644

DESCRIPTION: AMMISTEN TS, SAMP # H. DITCH SED., PRIOR TO EXIT APCU PROP.

TEST	REFERENCE	RESULT	UNITS
N-Nitrosodimethylamine	EPA 846/3550/0270	(0.20	ug/kg
1,4-Dichlorobenzene	EPA 846/3550/0270	(0.06	ug/kg.
1,2-Dichlorobenzene	EPA 846/3550/0270	(0.00	ug/kg
1,3-Dichlorobenzene	EPA 846/3550/0270	(0.07	ug/kg
Parathion	EPA 846/3550/0270	(0.01	ug/kg

This Certificate is for the physical and/or chemical characteristics of the sample as submitted.
The laboratory cannot attest to the origin and representation of the sample.

CC: MR. M. S. HILL

DSW 024341

Client	Client Contact MARK LESTER	Lab. Contact HAROLD WESTON	Page 3 of 3
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General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. M. GODFREY
ADDRESS: 14W-2838
CORPORATE HOOTRS.

REPORT DATE : 05/12/93
SAMPLE DATE/TIME: 04/28/93 13:44
SAMPLE NUMBER : 930428-0067
LOCATION NUMBER : APM

DESCRIPTION: ANNISTON TS, SAMP # 1, DITCH SED., PRIOR TO ENTER ANN. T.S.

TEST	REFERENCE	RESULT	UNITS
PCB, 1242	EPA SW 846/3550/8880	(0.05	ug/kg
PCB, 1254	EPA SW 846/3550/8880	(0.05	ug/kg
PCB, 1221	EPA SW 846/3550/8880	(0.05	ug/kg
PCB, 1232	EPA SW 846/3550/8880	(0.05	ug/kg
PCB, 1248	EPA SW 846/3550/8880	(0.05	ug/kg
PCB, 1259	EPA SW 846/3550/8880	146.	ug/kg
PCB, 1816	EPA SW 846/3550/8880	(0.05	ug/kg
Hexachlorocyclopentadiene	EPA SW846/3550/8270	(1.0	ug/kg
Aceonachthylene	EPA SW846/3550/8270	(0.06	ug/kg
Bis-2-Chloroisopropylether	EPA SW846/3550/8270	(0.08	ug/kg
1,2,4-Trichlorobenzene	EPA SW846/3550/8270	(0.07	ug/kg
Naphthalene	EPA SW846/3550/8270	(0.07	ug/kg
Hexachlorobutadiene	EPA SW846/3550/8270	(0.08	ug/kg
Anthracene	EPA SW846/3550/8270	(0.02	ug/kg
Benzo(a)Anthracene	EPA SW846/3550/8270	(0.10	ug/kg
Benzo(a)Pyrene	EPA SW846/3550/8270	(1.00	ug/kg
Benzo(b)Fluoranthene	EPA SW846/3550/8270	(0.90	ug/kg
Benzo(k)Fluoranthene	EPA SW846/3550/8270	(0.90	ug/kg
Benzo(g,h,i)Perylene	EPA SW846/3550/8270	(3.00	ug/kg
Chrysene	EPA SW846/3550/8270	(0.05	ug/kg
Dibenz(a,h)Anthracene	EPA SW846/3550/8270	(3.30	ug/kg
Fluorene	EPA SW846/3550/8270	(0.05	ug/kg
Indeno(1,2,3-c,d)Pyrene	EPA SW846/3550/8270	(12.25	ug/kg
Phenanthrene	EPA SW846/3550/8270	(0.07	ug/kg
Pyrene	EPA SW846/3550/8270	(0.70	ug/kg
Fluoranthene	EPA SW846/3550/8270	(0.75	ug/kg
Butylbenzyl Phthalate	EPA SW846/3550/8270	(0.50	ug/kg
Bis(2-chloroethoxy)ether	EPA SW846/3550/8270	(0.15	ug/kg
Bis(2-chloroethoxy)methane	EPA SW846/3550/8270	(0.07	ug/kg
4-Bromobenzy phenyl ether	EPA SW846/3550/8270	(0.10	ug/kg

OSW 024342

Client	Quality Control	Supv. Checked	Page 1 of 1
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6-2780 Rev. 0/85

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. R. GODFREY
ADDRESS: 144-2838
CORPORATE HQTRS.

REPORT DATE : 05/12/93
SAMPLE DATE/TIME: 04/28/93 13:40
SAMPLE NUMBER : 930428-0057
LOCATION NUMBER : FNN

DESCRIPTION: ANNISTON TS, SAND # 1, DITCH SED., PRIOR TO ENTER ANN. T.S.

TEST	REFERENCE	RESULT	UNITS
4-Chloroanil phenyl ether	EPA SM846/3558/8270	0.15	ug/kg
Di-n-octylsebacate	EPA SM846/3558/8270	0.10	ug/kg
3,3'-Dichlorobenzidine	EPA SM846/3558/8270	2.63	ug/kg
Diethyl phthalate	EPA SM846/3558/8270	0.10	ug/kg
Dibutyl phthalate	EPA SM846/3558/8270	0.10	ug/kg
2,4-Dinitrotoluene	EPA SM846/3558/8270	0.10	ug/kg
2,6-Dinitrotoluene	EPA SM846/3558/8270	0.04	ug/kg
Di-n-octylsebacate	EPA SM846/3558/8270	0.40	ug/kg
Hexachloroethane	EPA SM846/3558/8270	0.03	ug/kg
Isophorone	EPA SM846/3558/8270	0.05	ug/kg
Nitrobenzene	EPA SM846/3558/8270	0.06	ug/kg
N-Nitrosodi-n-propylamine	EPA SM846/3558/8270	0.10	ug/kg
Bis(2-ethylhexyl)Phthalate	EPA SM846/3558/8270	0.00	ug/kg
2-Chlorophenol	EPA SM846/3558/8270	0.07	ug/kg
2-Nitrophenol	EPA SM846/3558/8270	0.14	ug/kg
2,4-Dimethylphenol	EPA SM846/3558/8270	0.12	ug/kg
2,4-Dichlorophenol	EPA SM846/3558/8270	0.06	ug/kg
4-Chloro-3-Methylphenol	EPA SM846/3558/8270	0.37	ug/kg
2,4,6-Trichlorophenol	EPA SM846/3558/8270	0.10	ug/kg
2-Chloronaphthalene	EPA SM846/3558/8270	0.05	ug/kg
Acenaphthene	EPA SM846/3558/8270	0.00	ug/kg
2,4-Dinitrophenol	EPA SM846/3558/8270	3.10	ug/kg
4-Nitrophenol	EPA SM846/3558/8270	4.10	ug/kg
4,6-Dinitro-2-Methylphenol	EPA SM846/3558/8270	1.40	ug/kg
N-Nitrosodiphenylamine	EPA SM846/3558/8270	0.10	ug/kg
Pentachlorophenol	EPA SM846/3558/8270	0.25	ug/kg
Hexachlorobenzene	EPA SM846/3558/8270	0.09	ug/kg
Phenol	EPA SM846/3558/8270	0.06	ug/kg
Benzo(a)pyrene	EPA SM846/3558/8270	2.20	ug/kg
1,2-Diphenylhydrazine (as Azobenzene)	EPA SM846/3558/8270	0.15	ug/kg

OSW 024343

Client	Client Code	Lab. Code	Page
			2 of

General Test Laboratory
Building Number 8
P.O. Box 2841
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. M. GODFREY
ADDRESS: 144-0030
CORPORATE HEADQUARTERS

REPORT DATE : 05/12/93
SAMPLE DATE/TIME: 04/28/93 13:40
SAMPLE NUMBER : 930428-0067
LOCATION NUMBER : 000

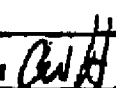
DESCRIPTION: AMULSTON TS, SAMP # 1, DITCH SED., PRIOR TO ENTER ANN. T.S.

TEST	REFERENCE	RESULT	UNITS
n-Nitrosodimethylamine	EPA 846/338/8270	(0.20	ug/kg
1,4-Dichlorobenzene	EPA 846/338/8270	(0.06	ug/kg
1,2-Dichlorobenzene	EPA 846/338/8270	(0.08	ug/kg
1,3-Dichlorobenzene	EPA 846/338/8270	(0.07	ug/kg
Parathion	EPA 846/338/8270	(0.01	ug/kg

This Certificate is for the physical and/or chemical characteristics of the sample as submitted.
The laboratory cannot attest to the origin and representation of the sample.

CC: MR. M. S. HILL

DSW 024344

Client	Quality Control MARK LESTER 	Supv. Chemist HAROLD WESTON 	Page 3 of 3
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General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. M. GODFREY
ADDRESS: 14N-0838
CORPORATE HOUSES.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/28/93 13:30
SAMPLE NUMBER : 930420-0068
LOCATION NUMBER : 000

DESCRIPTION: AMMISTON TS, SAMP # J, DITCH SED., AFTER CONCRETE

TEST	REFERENCE	RESULT	UNITS
PCB, 1016	EPA 8089/505	(0.0005	ug/l
PCB, 1221	EPA 8089/505	(0.0005	ug/l
PCB, 1232	EPA 8089/505	(0.0005	ug/l
PCB, 1242	EPA 8089/505	(0.0005	ug/l
PCB, 1248	EPA 8089/505	0.0029	ug/l
PCB, 1254	EPA 8089/505	(0.0005	ug/l
PCB, 1258	EPA 8089/505	0.0020	ug/l
PCB, 1242	EPA SM 846/3550/8080	(0.05	ug/kg
PCB, 1254	EPA SM 846/3550/8080	(0.05	ug/kg
PCB, 1221	EPA SM 846/3550/8080	(0.05	ug/kg
PCB, 1232	EPA SM 846/3550/8080	(0.05	ug/kg
PCB, 1248	EPA SM 846/3550/8080	(0.05	ug/kg
PCB, 1254	EPA SM 846/3550/8080	95.	ug/kg
PCB, 1016	EPA SM 846/3550/8080	(0.05	ug/kg
Hexachlorocyclopentadiene	EPA SM846/3550/8270	(1.0	ug/kg
Acenaphthylene	EPA SM846/3550/8270	(0.06	ug/kg
Bis-2-Chloroisopropylether	EPA SM846/3550/8270	(0.06	ug/kg
1,2,4-Trichlorobenzene	EPA SM846/3550/8270	(0.07	ug/kg
Naphthalene	EPA SM846/3550/8270	(0.07	ug/kg
Hexachlorobutadiene	EPA SM846/3550/8270	(0.08	ug/kg
Anthracene	EPA SM846/3550/8270	(0.02	ug/kg
Benzo (A) Anthracene	EPA SM846/3550/8270	(0.10	ug/kg
Benzo (A) Pyrene	EPA SM846/3550/8270	(1.00	ug/kg
Benzo (B) Fluoranthene	EPA SM846/3550/8270	(0.90	ug/kg
Benzo (k) Fluoranthene	EPA SM846/3550/8270	(0.90	ug/kg
Benzo (g, h, i) Perylene	EPA SM846/3550/8270	(3.00	ug/kg
Chrysene	EPA SM846/3550/8270	(0.09	ug/kg
Dibenzo (a, n) Anthracene	EPA SM846/3550/8270	(3.30	ug/kg
Fluorene	EPA SM846/3550/8270	(0.05	ug/kg
Indeno (1, 2, 3-c, d) Pyrene	EPA SM846/3550/8270	(12.25	ug/kg

DSW 024345

Client	Quality Control	Supv. Chemist	Page 1 of 3
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03/04/99

12:13

NO.030

P40

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. R. GODFREY
ADDRESS: 14N-8630
CORPORATE HOOTHS.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/28/93 13:30
SAMPLE NUMBER : 930428-0068
LOCATION NUMBER : RM

DESCRIPTION: AMMISTON TS, SAND # J, DITCH SEAL, AFTER CONCRETE

TEST	REFERENCE	RESULT	UNITS
Phenanthrene	EPA 81616/3550/0270	(0.07	ug/kg
Dyrene	EPA 81616/3550/0270	(0.70	ug/kg
Fluoranthene	EPA 81616/3550/0270	(0.75	ug/kg
Butylbenzyl Phthalate	EPA 81616/3550/0270	(0.50	ug/kg
Bis(2-chloroethyl)ether	EPA 81616/3550/0270	(0.15	ug/kg
Bis(2-chloroethoxy)methane	EPA 81616/3550/0270	(0.07	ug/kg
4-Bromobenzyl phenyl ether	EPA 81616/3550/0270	(0.10	ug/kg
4-Chlorophenyl phenyl ether	EPA 81616/3550/0270	(0.15	ug/kg
Di-n-butylphthalate	EPA 81616/3550/0270	(0.10	ug/kg
3,3'-Dichlorobenzidine	EPA 81616/3550/0270	(2.65	ug/kg
Diethyl phthalate	EPA 81616/3550/0270	(0.10	ug/kg
Dimethyl phthalate	EPA 81616/3550/0270	(0.10	ug/kg
2,4-Dinitrotoluene	EPA 81616/3550/0270	(0.10	ug/kg
2,6-Dinitrotoluene	EPA 81616/3550/0270	(0.04	ug/kg
Di-n-octylphthalate	EPA 81616/3550/0270	(0.40	ug/kg
Hexachloroethane	EPA 81616/3550/0270	(0.03	ug/kg
Isophorone	EPA 81616/3550/0270	(0.05	ug/kg
Nitrobenzene	EPA 81616/3550/0270	(0.00	ug/kg
N-Nitrosodimethylamine	EPA 81616/3550/0270	(0.10	ug/kg
Bis(2-ethylhexyl)Phthalate	EPA 81616/3550/0270	1.05	ug/kg
2-Chlorophenol	EPA 81616/3550/0270	(0.07	ug/kg
2-Nitrophenol	EPA 81616/3550/0270	(0.14	ug/kg
2,4-Dimethylphenol	EPA 81616/3550/0270	(0.12	ug/kg
2,4-Dichlorophenol	EPA 81616/3550/0270	(0.00	ug/kg
4-Chloro-3-Methylphenol	EPA 81616/3550/0270	(0.37	ug/kg
2,4,6-Trichlorophenol	EPA 81616/3550/0270	(0.10	ug/kg
2-Chloronaphthalene	EPA 81616/3550/0270	(0.05	ug/kg
Acenaphthene	EPA 81616/3550/0270	(0.00	ug/kg
2,4-Dinitrophenol	EPA 81616/3550/0270	(3.10	ug/kg
4-Nitrophenol	EPA 81616/3550/0270	(4.10	ug/kg

DSW 024346

Checked	Quality Control	Supv. Checked	Page 2 of 3
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4-2790 Rev 1-93

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. N. SOUTHEY
ADDRESS: 144-8838
CORPORATE HQ/HS.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/20/93 13:30
SAMPLE NUMBER : 930420-0060
LOCATION NUMBER : 0000

DESCRIPTION: ANNISTON TS, SAND # J, DITCH SED., AFTER CONCRETE

TEST	REFERENCE	RESULT	UNITS
4,6-Dinitro-2-Methylphenol	EPA 816/3550/8270	(1.40	mg/kg
N-Nitrosodiphenylamine	EPA 816/3550/8270	(0.10	mg/kg
Pentachlorophenol	EPA 816/3550/8270	(0.25	mg/kg
Hexachlorobenzene	EPA 816/3550/8270	(0.09	mg/kg
Phenol	EPA 816/3550/8270	(0.05	mg/kg
Benzidine	EPA 816/3550/8270	(2.20	mg/kg
1,2-Diphenylhydrazine (as Azobenzene)	EPA 816/3550/8270	(0.15	mg/kg
N-Nitrosodimethylamine	EPA 816/3550/8270	(0.20	mg/kg
1,4-Dichlorobenzene	EPA 816/3550/8270	(0.05	mg/kg
1,2-Dichlorobenzene	EPA 816/3550/8270	(0.05	mg/kg
1,3-Dichlorobenzene	EPA 816/3550/8270	(0.07	mg/kg
Parathion	EPA 816/3550/8270	(0.01	mg/kg

This Certificate is for the physical and/or chemical characteristics of the sample as submitted.
The laboratory cannot attest to the origin and representation of the sample.

CC: MR. H. G. MILL

OSW 024347

Checked	Checked Correct	Seen, Checked	Page
	MARK LESTER	HAROLD WESTON <i>CWJ</i>	3 - 3

6-2790 Rev. 8/78

FILE: EI

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. M. GODFREY
ADDRESS: 14W-0830
CORPORATE HQ/OTIS.

REPORT DATE : 05/07/93
SAMPLE DATE/TIME: 04/28/93 13:05
SAMPLE NUMBER : 930428-0069
LOCATION NUMBER : FNN

DESCRIPTION: ANNISTON TS, SAND & M, DITCH SED., PRIOR TO CONCRETE DITCH

TEST	REFERENCE	RESULT	UNITS
PCB, 1242	EPA SW 846/3550/8000	0.05	ug/kg
PCB, 1254	EPA SW 846/3550/8000	0.05	ug/kg
PCB, 1221	EPA SW 846/3550/8000	0.05	ug/kg
PCB, 1232	EPA SW 846/3550/8000	0.05	ug/kg
PCB, 1248	EPA SW 846/3550/8000	0.05	ug/kg
PCB, 1258	EPA SW 846/3550/8000	27.	ug/kg
PCB, 1016	EPA SW 846/3550/8000	0.05	ug/kg
Hexachlorocyclopentadiene	EPA SW846/3550/8270	1.0	ug/kg
Aceanthylene	EPA SW846/3550/8270	0.05	ug/kg
Bis-2-Chloroisopropylether	EPA SW846/3550/8270	0.08	ug/kg
1,2,4-Trichlorobenzene	EPA SW846/3550/8270	0.07	ug/kg
Naphthalene	EPA SW846/3550/8270	0.07	ug/kg
Hexachlorobutadiene	EPA SW846/3550/8270	0.05	ug/kg
Anthracene	EPA SW846/3550/8270	0.02	ug/kg
Benzo (a) Anthracene	EPA SW846/3550/8270	0.22	ug/kg
Benzo (b) Pyrene	EPA SW846/3550/8270	1.00	ug/kg
Benzo (k) Fluoranthene	EPA SW846/3550/8270	0.90	ug/kg
Benzo (h) Fluoranthene	EPA SW846/3550/8270	0.90	ug/kg
Benzo (g, h, i) Perylene	EPA SW846/3550/8270	1.00	ug/kg
Chrysene	EPA SW846/3550/8270	0.03	ug/kg
Dibenzo (a, h) Anthracene	EPA SW846/3550/8270	1.30	ug/kg
Fluorene	EPA SW846/3550/8270	0.05	ug/kg
Indeno (1,2,3-c,d) Pyrene	EPA SW846/3550/8270	12.25	ug/kg
Phenanthrene	EPA SW846/3550/8270	0.07	ug/kg
Pyrene	EPA SW846/3550/8270	0.70	ug/kg
Fluoranthene	EPA SW846/3550/8270	0.75	ug/kg
Bis(2-chloroethyl) ether	EPA SW846/3550/8270	0.50	ug/kg
Bis(2-chloroethoxy) methane	EPA SW846/3550/8270	0.07	ug/kg
4-Bromobenzy (phenyl) ether	EPA SW846/3550/8270	0.10	ug/kg

DSW 024348

Chemist	Quality Control	Spec. Control	Page 3
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General Test Laboratory
Building Number B
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. M. GODFREY
ADDRESS: 14W-3630
CORPORATE HQ/RTS.

REPORT DATE : 05/07/03
SAMPLE DATE/TIME: 04/28/93 13:05
SAMPLE NUMBER : 330420-0069
LOCATION NUMBER : RM

DESCRIPTION: ANNISTON TS, SAMP B K, DITCH SED., PRIOR TO CONCRETE DITCH

TEST	REFERENCE	RESULT	UNITS
4-Chlorophenyl phenyl ether	EPA SM846/3550/8270	(0.15	ug/kg
Di-n-butylphthalate	EPA SM846/3550/8270	(0.10	ug/kg
3,3'-Dichlorobenzidine	EPA SM846/3550/8270	(2.63	ug/kg
Diethyl phthalate	EPA SM846/3550/8270	(0.10	ug/kg
Dimethyl phthalate	EPA SM846/3550/8270	(0.10	ug/kg
2,4-Dinitrotoluene	EPA SM846/3550/8270	(0.10	ug/kg
2,6-Dinitrotoluene	EPA SM846/3550/8270	(0.04	ug/kg
Di-n-octylphthalate	EPA SM846/3550/8270	(0.40	ug/kg
Hexachloroethane	EPA SM846/3550/8270	(0.03	ug/kg
Isophorone	EPA SM846/3550/8270	(0.05	ug/kg
Nitrobenzene	EPA SM846/3550/8270	(0.00	ug/kg
N-Nitrosodi-n-propylamine	EPA SM846/3550/8270	(0.10	ug/kg
Bis(2-ethylhexyl)Phthalate	EPA SM846/3550/8270	(0.00	ug/kg
2-Chlorophenol	EPA SM846/3550/8270	(0.07	ug/kg
2-Nitrophenol	EPA SM846/3550/8270	(0.14	ug/kg
2,4-Dimethylphenol	EPA SM846/3550/8270	(0.12	ug/kg
2,4-Dichlorophenol	EPA SM846/3550/8270	(0.00	ug/kg
4-Chloro-3-Methylphenol	EPA SM846/3550/8270	(0.37	ug/kg
2,4,6-Trichlorophenol	EPA SM846/3550/8270	(0.10	ug/kg
2-Chloronaphthalene	EPA SM846/3550/8270	(0.05	ug/kg
Acenaphthene	EPA SM846/3550/8270	(0.00	ug/kg
2,4-Dinitrophenol	EPA SM846/3550/8270	(3.10	ug/kg
4-Nitrophenol	EPA SM846/3550/8270	(4.10	ug/kg
4,6-Dinitro-2-Methylphenol	EPA SM846/3550/8270	(1.40	ug/kg
N-Nitrosodiphenylamine	EPA SM846/3550/8270	(0.10	ug/kg
Pentachlorophenol	EPA SM846/3550/8270	(0.25	ug/kg
Hexachlorobenzene	EPA SM846/3550/8270	(0.09	ug/kg
Phenol	EPA SM846/3550/8270	(0.06	ug/kg
Benzidine	EPA SM846/3550/8270	(2.20	ug/kg
1,2-Diphenylhydrazine (as Azobenzene)	EPA SM846/3550/8270	(0.15	ug/kg

DSW 024349

Client	Quality Control	Sub. Control	Page
			2 of 3

D-2700 Rev. 5/91

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. M. GODFREY
ADDRESS: 144-0830
CORPORATE HQ/OTIS.

REPORT DATE : 03/07/93
SAMPLE DATE/TIME: 04/28/93 13:05
SAMPLE NUMBER : 930428-0069
LOCATION NUMBER : 000

DESCRIPTION: ANNISTON TS, SAMP # 1, DITCH SED., PRIOR TO CONCRETE DITCH

TEST	REFERENCE	RESULT	UNITS
4-Nitrodimethylaniline	EPA 50546/3558/0270	(0.20	mg/kg
1,4-Dichlorobenzene	EPA 50546/3558/0270	(0.06	mg/kg
1,2-Dichlorobenzene	EPA 50546/3558/0270	(0.06	mg/kg
1,3-Dichlorobenzene	EPA 50546/3558/0270	(0.07	mg/kg
Parathion	EPA 50546/3558/0270	(0.01	mg/kg

This Certificate is for the physical and/or chemical characteristics of the sample as submitted.
The laboratory cannot attest to the origin and representation of the sample.

CC: MR. M. S. HILL

DSW 024350

Client	Quality Control	Lab. Control	Page
	MARK LESTER	HAROLD MENTON <i>WJH</i>	3 - 3

5-2790 Rev. 6/92

FILE: 01

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. M. GODFREY
ADDRESS: 144-8838
CORPORATE HOOTRS.

REPORT DATE : 04/26/93
SAMPLE DATE/TIME: 04/16/93 10:10
SAMPLE NUMBER : 338419-0001
LOCATION NUMBER : 000

DESCRIPTION: RAINSTON TS, SAMPLE # 001

TEST	REFERENCE	RESULT	UNITS
PCB, 1242	EPA SM 846/3550/0000	50251.	ng/kg
PCB, 1254	EPA SM 846/3550/0000	(0.05	ng/kg
PCB, 1221	EPA SM 846/3550/0000	(0.05	ng/kg
PCB, 1232	EPA SM 846/3550/0000	(0.05	ng/kg
PCB, 1240	EPA SM 846/3550/0000	(0.05	ng/kg
PCB, 1260	EPA SM 846/3550/0000	193397.	ng/kg
PCB, 1016	EPA SM 846/3550/0000	(0.05	ng/kg

$250,356 = 252$

COMMENTS: Field Information: Possibly Santotar

This Certificate is for the physical and/or chemical characteristics of the sample as submitted.
The laboratory cannot attest to the origin and representation of the sample.

CC: MR. U. S. HILL

DSW 024351

APR-25-93 MON 15:21

APCO GENERAL TEST LAB.

FAX NO. 205 250 1654

NO. 030 046

P. 02/C3

General Test Laboratory
Building Number 8
P.O. Box 2641
Birmingham, Al. 35291

Alabama Power 

Certificate of Analysis

TO : MR. J. M. GODFREY

ADDRESS: 14N-0030

CORPORATE HOOTING

DESCRIPTION: ANISTON TS, SAMPLE # 002

REPORT DATE : 04/26/93

SAMPLE DATE/TIME: 04/16/93 09:50

SAMPLE NUMBER : 930419-0002

LOCATION NUMBER : 0000

TEST	REFERENCE	RESULT	UNITS
- PCB, 1242	EPA SW 846/3350/0000	407913.	ng/kg
PCB, 1254	EPA SW 846/3350/0000	(0.05	ng/kg
PCB, 1221	EPA SW 846/3350/0000	(0.05	ng/kg
PCB, 1232	EPA SW 846/3350/0000	(0.05	ng/kg
PCB, 1246	EPA SW 846/3350/0000	(0.05	ng/kg
- PCB, 1250	EPA SW 846/3350/0000	190303.	ng/kg
PCB, 1016	EPA SW 846/3350/0000	(0.05	ng/kg

606, 216 = 606

COMMENTS: Field Information: Possibly Sanitary

This Certificate is for the physical and/or chemical characteristics of the sample as submitted.
The laboratory cannot attest to the origin and representation of the sample.

CC: MR. M. S. HILL

DSW 024352

Checked

Quality Control

Supv. Checked

A. J. L.

Page

600 North 18th Street
Post Office Box 2641
Birmingham, Alabama 35291
Telephone 205 250-1000



ALABAMA POWER COMPANY

July 16, 1993

Mr. William L. DeFer
Monsanto Chemical Company
300 Birmingham Highway
Anniston, AL 36201

Re: Monsanto's Landfill on APCO Property

Dear Mr. DeFer:

As you know, Alabama Power Company (APCO) has been investigating and evaluating the facts and circumstances associated with the recently discovered seepage of PCB-contaminated material from a landfill created and utilized in years prior to 1961 by the Anniston chemical manufacturing facility of Monsanto Chemical Company. The landfill in question is on land now owned by APCO by reason of a conveyance in 1961 performed at Monsanto's request to exchange the subject land for other adjacent land then owned by APCO but needed by Monsanto for plant expansion.

Our extensive investigation and evaluation has led us to several important conclusions that we must discuss with you promptly. We believe it is in the best interests of both APCO and Monsanto that we work together to resolve these issues without delay.

We believe the environmental conditions on the subject land and the circumstances of ownership and landfill operation make Monsanto liable under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) for the costs of responding to the problem. In short, Monsanto created and operated a "facility" which has "released" a "hazardous substance", all within the meaning of CERCLA. While APCO now owns the land where this "facility" is located, APCO's involvement with the circumstances and activities that create Monsanto's liability under CERCLA are strictly limited to having accepted in 1961 ownership of the land which included the abandoned landfill.

As between Monsanto and APCO, therefore, we believe that Monsanto should recognize its responsibility for this site and take steps immediately to assume responsibility for and control over the environmental assessment and removal or remedial response that may be required. We are prepared to cooperate with you to facilitate such action by transferring the subject land back to Monsanto, subject to agreements defining the relative rights, responsibilities and liabilities of the parties.

OSW 024355

APCO is committed to complete compliance with all applicable environmental laws and regulations and, more importantly, to responsible action to protect the communities wherein we live and operate. We believe Monsanto has that same commitment. Assessment of and appropriate response to this site must be performed extremely carefully, considering its history and use. Only Monsanto knows all the details of the construction and use of this landfill, the methods of disposal and the chemical wastes that were placed there. Monsanto possesses the technical expertise and facilities that will be necessary for an appropriate assessment and response. Because we believe Monsanto ultimately will be held responsible for response costs at this site, our proposal gives Monsanto an opportunity to control costs and employ efficiencies that may be available only to Monsanto.

You can understand the importance of this issue to APCO. Relevant state and federal regulators are anxiously awaiting the initiation of more comprehensive assessment of the site and expect to begin designing some response to the contamination discovered there very soon. Community leaders have been informed of the site and its status and are likewise expecting appropriate action to protect the public and the environment. We believe the most effective and efficient approach is to resolve immediately the issue of responsibility for the site between APCO and Monsanto so that matters of environmental response can be performed by the most appropriate party.

We value Monsanto as a customer and have made every effort to behave toward Monsanto in this situation as we would have another company behave toward us. We have stated our position and proposal on this issue of liability and responsibility and must say quite candidly that it is imperative that we have immediate and fruitful discussions on this issue with you. I look forward to working with you to resolve this important matter promptly.

Sincerely,


Villard L. Bowers

DSW 024356

03/04/99

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NO. 030

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04/23/03

12:48

205 250 4348

APCO/ENV. AFFAIRS --- MONSANTO ANNISTON 0002/003

Fact Sheet

Discovery of Contamination at the Anniston Transmission Substation April 23, 1993

I. Site Location and History

Alabama Power Company owns and operates the Anniston Transmission Substation, which consists of three electrical switch yards on approximately 25 acres of land. Portions of this property have been in use for electrical operating purposes since 1918. The substation property is located two miles west of Anniston, Alabama in Calhoun County, on the north side of Highway 202. It is bordered by the Southern and L&N Railroad lines on the north, property owned by Monsanto Chemical Company on the east, Highway 202 on the south, and Old Coldwater Road on the west.

The southern half (13.3 acres) of the substation property was owned by Monsanto Chemical Company until November 27, 1961. At that time, Monsanto conveyed the parcel to Alabama Power Company in exchange for adjacent property then owned by Alabama Power Company that Monsanto needed to expand its plant operations in Anniston. A distribution substation, a portion of a transmission switchyard and several pole structures are now located on the parcel obtained in the trade with Monsanto. Access to the site is prevented by a security fence.

Until very recently, the parcel supported a thick growth of kudzu. Roughly five years ago, Alabama Power Company began to remove this kudzu and otherwise improve the appearance of the southern half of the substation property. By 1992, most of the kudzu had been removed.

II. Discovery of Contamination

As part of Alabama Power Company's ongoing environmental assessment program, a routine inspection of the substation was conducted on April 7, 1993. Alabama Power Company employees discovered a hardened tarlike material which had apparently seeped from an exposed hillside and certain carbon electrodes commonly associated with chemical manufacturing. The Company began immediately to investigate and assess the site. Preliminary analyses of samples of the discovered material revealed significant concentrations of Polychlorinated biphenyls (PCBs). Initial screening tests indicate that the material tested could contain at least 3% PCBs. More sophisticated analyses are in process and will be complete next week. At this time, the complete nature and extent of contamination is unknown. However, the Company has no reason to believe the site poses any immediate threat to public health and safety.

III. Source of Contamination

DSW 024358

The contamination at the site is not consistent with the location and operation of this electrical substation. According to the previous owner, the southern half of the substation property was used as a landfill prior to Alabama Power Company's ownership. Contacts have been made with Monsanto to obtain all available information about this site's prior use.

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APCO/ENV.AFFAIRS --- MONSANTO ANNISTON 0003/003

IV. Actions Taken in Response

As mentioned above, Alabama Power Company began investigating and assessing this site immediately after its discovery on April 7, 1993. This investigation includes examining the Company's records related to the site, discussing the site with Monsanto, physically inspecting the site, and sampling and analyzing various materials from the surface of the hillside.

Alabama Power Company today reported its findings to the National Response Center, the Environmental Protection Agency and the Alabama Department of Environmental Management, as required by law. In addition, the Company is voluntarily notifying a number of state and local governmental officials, community groups, and community leaders. Furthermore, the Company is installing a protective cover over the exposed material.

Alabama Power Company, in conjunction with federal and state authorities, now plans to fully define the nature and extent of the contamination. This will involve a full-scale investigation of the site and the immediate vicinity. The Company will seek cooperation in this effort from previous owners of the site who may have important information on how the site was used before 1961.

Alabama Power Company is committed to ensuring that every necessary and appropriate action is taken in response to this problem in order to protect the public health and the environment. The Company welcomes any questions or comments about the site. They should be directed to Ronnie Smith, Alabama Power Company, Box 129, Anniston, Alabama, 36202 or (205) 231-3302.

Ed Waite
John Grosun 4140 50-4470
Ronnie Smith
PAT HYLAND
BETH VANDERBECK

Mike Godfrey

Mayor
City Councilman
County Comm

8:30 Tuesday morning

DSW 024359

07/15/93

12:21

202 230 4340

APCO/ENV. AFFAIRS --- MONSANTO ANNISTON

0007

**WEST END SITE
ANNISTON, ALABAMA
ALABAMA POWER COMPANY**

Introduction

The Anniston Transmission Substation site is owned and operated by Alabama Power Company. The site consists of three electrical switch yards on approximately 25 acres of land. Portions of this property have been in use for electrical operating purposes prior to 1918. The property is located two miles west of Anniston, Alabama in Calhoun County, on the north side of Highway 202. It is bordered by the Southern and L&N Railroad lines on the north, property owned by Monsanto Chemical Company on the east, Highway 202 on the south, and Old Coldwater Road on the west.

The southern half (13.3 acres) of the property was owned by Monsanto Chemical Company until November 27, 1961. At that time, Monsanto conveyed the parcel to Alabama Power Company in exchange for adjacent property then owned by Alabama Power Company that Monsanto desired to expand its plant operations. The southern half of this property was used as a landfill by Monsanto prior to Alabama Power Company's ownership. The property obtained from Monsanto now has a distribution substation, a portion of a transmission switchyard and several pole structures located on it. Access to the site is prevented by a security fence.

Until recently, the hillside had been covered with kudzu. Efforts by Alabama Power to improve the appearance of the property resulted in the removal of the kudzu such that most of the kudzu was removed by 1992. As part of Alabama Power's ongoing environmental assessment program, a routine inspection of the substation was conducted on April 7, 1993. Alabama Power Company employees discovered a hardened tarlike material which had apparently seeped from an exposed hillside. The Company began immediately to investigate and assess the site. Initial analyses of samples indicated the hardened material contained significant concentrations of Polychlorinated biphenyls (PCBs). Upon obtaining the sample results, some immediate actions were taken by Alabama Power Company to prevent any possible runoff of the material until a permanent solution could be agreed to with the Alabama Department of Environmental Management. Based on what we know at this time, we do not feel this site poses any immediate threat to public health and safety.

Response Action Steps-Completed

The Company performed certain response activities immediately to prevent potential impact this property might produce on the environment. On April 16, 1993 APCO and Monsanto met on site and samples were collected to determine the nature of the material which was exposed on the hillside. Based on the type of material, additional time was required for analysis and it was April 22nd before initial analyses was available. This PCB screen indicated the material contained PCBs from 68,000 to 90,000 parts

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APCO/ENV. AFFAIRS --- MONSANTO ANNISTO

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per million PCB. Final analyses were made available on April 26th which indicated the highest PCB concentration was 998,336 parts per million.

On April 23, 1993 employees of Alabama Power Company (APC) placed black polyethylene plastic over the site to prevent any additional contact between the exposed material and rain. The plastic was anchored down with wooden stakes and boards and an oil absorbent boom was placed underneath the plastic (along the bottom of the entire face of the hill where the material had become exposed) in order to prevent any material from migrating into the ditch which traverses the property.

Also, on April 23, 1993 APC notified federal, state and local authorities, various public officials, the media and several members of the local community about the presence of PCB contaminated material at the site.

On April 27th a meeting was held between Monsanto and APC personnel to discuss these results and further discuss the history of the site and possible sources of the PCB contaminated material. Additional sampling was performed on April 28th on the property in question. As shown on Drawing 1, these results indicated the sediment samples collected in the ditch contained PCB concentrations from 9 to 146 parts per million. One sample was collected from standing water in the ditch and analyses indicated a PCB concentration of 2 parts per billion. The samples collected on top of the hill indicated the highest value was only 3 parts per million.

The results from the above sampling efforts were presented to ADEM during a May 3rd meeting in Montgomery. Additionally, enough rainfall occurred on May 3rd such that samples were collected above and below the concrete flume inside the fenced property. These results indicated PCB concentrations of 4 to 6 parts per billion.

On May 6th, ADEM personnel visited the site and discussions were held as to APC's plans for work on the site to minimize any impact of this site on the environment. Based on these discussions, the following items were agreed to, with work beginning on that day and being completed by May 8th. 1. A six inch clay cap was placed on the face of the slope where the material was exposed. Also, hay and grass seed were placed on the cap for erosion control. 2. The concrete flume was cleaned of any residual material which had collected and hardened and placed on plastic awaiting final disposition. 3. Concrete pipe was placed in the flume beneath the area which was capped to further aid in runoff control from this section of the hillside. 4. Six energy dissipation structures, which were constructed of rip rap, were installed between the end of the concrete pipe and the end of the flume.

On May 12th APC and Monsanto environmental and geological personnel met on site to discuss the geology of the area and matters relating to the site. In the Action Steps-Anticipated section there is a detailed description of the action items planned concerning the geology and groundwater investigations for the site.

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APCO/ENV. AFFAIRS --- MONSANTO ANNISTON

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Action Steps-Anticipated

Based on the information which has been generated to date, there are certain additional items which are proposed for this site in order to minimize any environmental impact this site may pose. As a result of data obtained from the analysis of sediment samples, additional soil sampling should be performed to define the area and volume of the sediment and soil in the drainage ditch which would require disposal in an approved facility. This would allow for the removal of material which would come in contact with stormwater and would reduce the possibility of any PCB material being carried off-site. This portion of the investigation could begin once approval is obtained and completed within one month.

As mentioned, additional geologic work needs to be performed in order to determine if any migration to groundwater has occurred. The proposed phases of the geologic portion of the Anniston investigation are as follows:

1. Geologic literature search- Review all pertinent literature pertaining to the site area. This includes geologic publications, maps, and aerial photography.
2. Photolineation study- Review aerial photography to determine if any major structural features cross the site area that may control the flow of groundwater or contaminants.
3. Site geologic mapping/water well inventory- Perform general reconnaissance mapping and well inventory within a one (1) mile radius of the site area.
4. Preliminary hydrogeologic report- Prepare a preliminary hydrogeologic report that describes the regional and site geology and hydrogeology. The results of the photolineation study will be included in the report.
5. Perform surface resistivity survey- An initial grid will be established by survey personnel. Surface resistivity will be conducted in a grid pattern at a spacing determined in the field. Data will be reduced and contoured to define any anomalies.
6. Groundwater monitoring well installation- Approximately six (6) groundwater monitoring wells will be installed at the site to evaluate the quality of the groundwater. One (1) of the wells will be placed up gradient from the site while the remaining wells will be installed down gradient. A minimum of one (1) well will be installed at the discharge point for the concrete lined flume. The additional wells would be installed between the hillside and the property fence. Wells will be installed at a depth that monitors the upper most aquifer or water-bearing

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unit. If it is determined at a latter date that there is a potential for contamination at a depth greater than that monitored by the shallow wells, a secondary monitoring system will be designed and installed.

Drillings for well placement will be drilled using hollow-stem augers. Samples will be taken at five (5) feet intervals using a split-tube sample barrel to define the site lithology. Wells will be constructed of 4 inch diameter, threaded, schedule 40 pvc. Well screens will be slotted with 0.010 openings. Screen lengths will be determined based on field conditions. Filter material will consist of a washed quartz sand. the annular seal will be formed by placing a minimum of two (2) feet of bentonite pellets above the sand filter. The remaining annular space will be grouted using a neat cement mixture. A steel, locking protector casing will be installed on each well. Well will be developed by either pumping or bailing.

7. Interim hydrogeologic report (this will be the final report if a secondary monitoring well system is not required.)

8. Secondary monitoring well system- If it is determined that groundwater that may occur at depth could be contaminated, a secondary well system will be designed and installed. This phase will not be performed if it is determined that the primary system adequately monitors the site.

9. Final hydrogeologic report

The timetable required for the items listed above for the geologic investigation could be performed in approximately a two month time period.

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