APPENDIX 4-G

CLOSURE AND POST-CLOSURE CARE PLANS FOR THE TANK FARM UNIT AND CERTIFICATION

PART B PERMIT APPLICATION SECTION I-F

CLOSURE AND POST-CLOSURE CARE PLAN TANK FARM UNIT

Prepared for the

William L Bonnell Company, Inc. Post Office Box 428 Newnan, Georgia 30264

> May 9, 1997 Revised July 28, 1997

> > Prepared By:

Thomas W. Watson Professional Geologist

PART B PERMIT APPLICATION SECTION I-F

CLOSURE AND POST-CLOSURE CARE PLANS FOR THE TANK FARM UNIT

TABLE OF CONTENTS

	Page
SECTION I-F-1, CLOSURE	1-1
I-F-1.1 BACKGROUND	1-1
I-F-1.2 CLOSURE OBJECTIVES AND PERFORMANCE STANDARD	1-2
I-F-1.3 MAXIMUM WASTE INVENTORY	1-3
I-F-1.4 SCHEDULE OF CLOSURE AND CERTIFICATION	1-4
I-F-1.5 PHYSICAL SETTING	1-5
I-F-1.6 CLOSURE ACTIVITIES	1-6
I-F-1.7 DECONTAMINATION OF EQUIPMENT	1-9
SECTION I-F-2, POST-CLOSURE CARE PLAN	2-1
I-F-2.1 POST-CLOSURE CARE PLAN ACTIVITIES	
I-F-2.2 INSPECTION PLAN	2-2
I-F-2.3 MONITORING PLAN	2-3
I-F-2.4 MAINTENANCE ACTIVITIES	2-4
SECTION I-F-3, NOTICE IN DEED AND NOTICE TO LAND AUTHORITY	3-1
SECTION I-F-4, CLOSURE COST ESTIMATE	4-1
SECTION I-F-5, POST-CLOSURE COST ESTIMATE	5-1
SECTION I-F-6, FINANCIAL ASSURANCE FOR CLOSURE/POST-	
CLOSURE AND LIABILITY COVERAGE	6-1
SECTION I-F-7, FINANCIAL ASSURANCE MECHANISM FOR SUDDEN/	
NON-SUDDEN ACCIDENTAL OCCURRENCES	7-1

PART B PERMIT APPLICATION SECTION 1-F CLOSURE AND POST-CLOSURE CARE PLANS FOR THE TANK FARM UNIT

LIST OF TABLES

TABLE	TITLE	
1	Perimeter Fence Inspection Log	
2	Post-Closure Inspection Checklist for Tank Farm Unit	
3	Cost Estimate for Closure of Tank Farm Unit	
4	Cost Estimate for Post-Closure Care of Tank Farm Unit	

PART B PERMIT APPLICATION SECTION I-F CLOSURE AND POST-CLOSURE CARE PLANS FOR THE TANK FARM UNIT

LIST OF FIGURES

FIGURE	TITLE
İ	Site Location
2	Site Map
3	Tank Farm Unit Closure Schedule
4	Secondary Containment Structures

PART B PERMIT APPLICATION SECTION I-F CLOSURE AND POST-CLOSURE CARE PLANS FOR THE TANK FARM UNIT

LIST OF APPENDICES

APPENDIX	TITLE
Α	Interim Report Describing Tank Decommissioning Process
В	Financial Assurance for Closure/Post-Closure and Liability Coverage Documentation
C	Engineering Calculations Verifying Landfill Closure Cap Design

SECTION I-F-1 CLOSURE

I-F-1.1 BACKGROUND

by: Thomas W. Watson, Inc.

In October 1996, the William L Bonnell Company, Inc. (Bonnell) plant in Newnan, Georgia (EPA I.D. No. GAD003273224) removed two aboveground storage tanks, the spent solvent storage tank and the virgin xylene storage tank. The waste solvents accumulation tank (SWMU 7) had a capacity of 5000 gallons. It had been used to accumulate spent solvents generated from the paint line cleaning processes since 1970. The tank system had secondary containment since 1989. The second tank, (SWMU 46), had a capacity of 10,000 gallons and was used to store virgin xylene. This tank was previously used to store virgin toluene. The two SWMUs are collectively referred to as the Tank Farm Unit. Figure 1, Site Location, is a topographic map showing the location of the Tank Farm Unit and surrounding area. Figure 2, Site Map, is a detailed map of the Tank Farm Unit area.

Solvent contamination from the Tank Farm Unit was discovered during previous groundwater monitoring. Due to prior releases which have percolated into the soil at the base of the unit, clean closure of the Tank Farm Unit is not technically feasible. Assessment and remediation of the spill is still being conducted as of the date of this Closure Plan. A corrective action plan (CAP) was approved by EPD in August 1996. The CAP provided for a soil vapor extraction system to remediate the contaminated area. However, pilot testing conducted by Bonnell as part of the original CAP identified areas where modifications to the plan were necessary. A revised corrective action plan based on pilot testing has been submitted to EPD under a separate cover.

I-F-1.2 CLOSURE OBJECTIVES AND PERFORMANCE STANDARD

This Closure Plan identifies steps necessary to close the Tank Farm Unit. This Closure Plan is submitted in accordance with the applicable requirements of the Georgia Hazardous Waste Management Rule (Georgia Rule) 391-3-11 ((40 CFR 265) which are incorporated in the Georgia Rule by reference). The Tank Farm Unit will be maintained as a new regulated unit in accordance with the landfill requirements of 40 CFR 265.197(b) and 270.42.

This Closure Plan identifies the approach Bonnell will employ to close the Tank Farm Unit. As defined in 40 CFR 260.10, a tank system means a hazardous waste storage or treatment tank and its associated ancillary equipment. The Tank Farm Unit met this definition.

This closure plan for the Tank Farm Unit is designed to achieve the following goals:

- 1. minimize potential threats to human health and the environment;
- avoid the escape of hazardous waste to land, groundwater, surface waters, and the atmosphere; and
- 3. minimize the need for maintenance and controls.

To accomplish the stated goals, the closure activities will consist of:

- 1. emptying and decontaminating the tanks (October 1996 activities),
- removing the tanks and all associated piping to an onsite storage location (October 1996 activities),

- leaving in place the original secondary containment structure for the waste xylene tank,
- 4. converting the original virgin xylene containment area to a concrete cap, and
- 5. providing erosion control for the hillside adjacent to SWMUs 7/46.

I-F-1.3 MAXIMUM WASTE INVENTORY

Approximately 1000 pounds of virgin toluene was spilled from the virgin solvent tank in 1990. No further releases are known.

The spent solvent tank contained spent toluene until 1990, when the paintline cleaning solvent was changed to xylene. Spent toluene is listed as F005. From 1990 until May 1996, the spent solvent tank contained spent xylene, which is listed as F003. Plant records indicate that the volume of spent solvent was approximately 1500 gallons per month during the life of the tank. There have been no reported releases or spills of spent solvent. Any releases from this tank are thought to be incidental. The groundwater under the unit is contaminated with F001. However, the groundwater contamination is thought not to be from the Former Tank Farm Unit.

I-F-1.4 SCHEDULE OF CLOSURE AND CERTIFICATION

I-F-1.4.1 Schedule For Closure

The Tank Farm Unit is scheduled to be closed in calendar year 1997. In accordance with Georgia Rule 391-3-11-.10 (40 CFR 265.112 (b) (6)), a schedule for each closure activity has been provided as Figure 3. The horizontal axis of this schedule represents absolute time for activities already accomplished up to, and including, submittal of this plan to EPD. The remaining time schedule is represented as generic time in months following EPD approval of the plan. As indicated on the schedule, completion of closure will not extend beyond 180 days following Georgia EPD approval of the closure plan. This schedule is in compliance with Georgia Rule 391-3-11-.10 (40 CFR 265 .113 (b)). The Georgia EPD Director will be notified by Bonnell before beginning final closure of the Tank Farm Unit.

I-F-1.4.2 Certification of Closure

A Closure Certification Report and Certification of Closure by an independent registered professional engineer will be submitted to EPD within 60 days of completion of closure. This certification will be signed by both Bonnell and an independent registered professional engineer. Documentation supporting the engineer's certification will be available to Georgia EPD upon request and will be maintained until Bonnell is released from financial assurance requirements. A survey plat containing the information required by Georgia Rule 391-3-11-.10 (40 CFR 265.116) will also be submitted to the local land use authority and the Georgia EPD as part of the certification of closure. Bonnell will maintain an on-site copy of the approved closure plan and all revisions to the plan until the certification of closure completeness has been submitted and accepted by the Georgia EPD.

I-F-1.5 PHYSICAL SETTING

A topographic map showing the Newnan facility and surrounding area is included as Figure 1.

I-F-1.5.1 Climate

The Bonnell facility is located in western Georgia, approximately 30 miles southwest of Atlanta. Summer months are generally warm and humid, while winter months have relatively mild temperatures and conditions.

The normal mean temperature for the summer months of June, July, and August is 78°F, while the normal mean temperature for the winter months of December, January, and February is 44°F. The growing season averages 220 days, ordinarily extending from April through October.

The average annual rainfall is about 49 inches. Rainfall distribution is fairly uniform throughout the year. Precipitation exceeds evapotranspiration by approximately 9 inches per year in the area. Precipitation pH in the area is approximately 4.5.

I-F-1.5.2 Site Hydrogeology

The Bonnell site lies in the Piedmont physiographic province of Georgia, a terrain of metamorphic rock. Hydrogeologic investigations at this site have subdivided the Piedmont rock into two general monitoring zones.

The weathered zone lies from the surface to varying depths up to several tens of feet. This zone consists of residual rock weathered in-situ. Groundwater in the weathered zone flows slowly between individual grains of sand, silt, and clay.

Beneath the weathered interval is the crystalline bedrock. Within the crystalline bedrock, groundwater flow is primarily through fractures in the rock body.

The primary rock types observed at this site are sillimanite schist, biotite quartz schist, and gneiss of various mineral compositions. Different rock types occur in a complex pattern of folding. The rocks or their weathered remnants appear to occur in bands whose thicknesses range from a few inches to several hundred feet.

Water level elevations in well pairs show similar water levels in wells installed in residual soil, and wells installed in bedrock. This suggests that the crystalline bedrock aquifer and the overlying residual aquifer are interconnected and respond as an unconfined aquifer.

As of 1997, numerous groundwater monitoring wells have been installed on site. The predominant groundwater flow direction, as verified by ongoing potentiometric measurements, is toward streams running across the Bonnell property.

I-F-1.6 CLOSURE ACTIVITIES

I-F-1.6.1 October 1996 Tank Removal Activities

In October 1996, the two tanks constituting the Tank Farm Unit were decommissioned. The contents of the tanks were removed and disposed of as hazardous waste. After removal, the tanks

and associated piping were decontaminated by triple rinsing using a low-pressure water wash and visual determination that all waste sludge and liquids had been removed. A report describing the tank decommissioning process is attached as Appendix A, Interim Report Describing Tank Decommissioning Process. Following decontamination, the tanks were removed from their foundations and taken to a secure storage area onsite for reuse by Bonnell.

The secondary containment structure for the virgin xylene tank was closed in place as discussed in Section I-F-1.6.2. No sampling of the concrete surface was conducted. In addition, no soil removal, excavation, or disposal was conducted during tank decommissioning.

During and following tank removal, access control devices (e.g.; fences, gates) were maintained to prevent unauthorized access by non-Bonnell employees. See the perimeter fence inspection log, Table 1.

I-F-1.6.2 Activities Associated with the Containment Structures

The original secondary containment structure for the waste solvent tank was left in place without modification. Bonnell has installed an aboveground diesel tank in this secondary containment structure.

Following removal of the tanks, approximately three feet of clay was placed in the former virgin solvent tank containment area and compacted. Sand was placed and compacted on top of the clay. The sand was compacted. The concrete which forms a cap for SWMU 46 is 6 to 8 inches thick, and reinforced with ½-inch rebar on 2 foot centers. The concrete cap was formed to ensure drainage of this area into the original waste solvent tank secondary containment structure. The

slope of this area is approximately 2 percent. Figure 4 shows details of the secondary containment structures. It is Bonnell's position that the concrete cap is an adequate and maintainable closure cap according to 40 CFR 264.310(a). Engineering calculations verifying the cap design are included as Appendix C.

Bonnell will put a sealant on the concrete surface of the former virgin solvent tank area and the former spent solvent secondary containment area. The sealant will be reapplied as necessary to ensure the integrity of the concrete surface during the post-closure care period.

I-F-1.6.3 Post Tank Removal Activities

Following removal of the tanks, Bonnell issued a Request for Proposal to perform soil remediation at the site. A pilot test to determine the most effective method of site remediation was conducted in January 1997. Results of the pilot test and recommendations for a final remediation system are included in a report entitled Solid Waste Management Units 7 and 46 Bioremediation System Pilot Test Report, submitted to EPD under a separate cover. Following installation of the remediation system, the surface of the landfill area will be graded to facilitate runoff. Upon final approval of the closure plan by Georgia EPD, preparation of plans and specifications for final grading will be initiated. Figure 3, Tank Farm Closure Schedule summarizes activities to be completed, and their schedule.

I-F-1.6.4 Erosion Control Measures

I-F-1.6.4.1 Grading

The soil surface downgradient of the Tank Farm Unit will be graded to encourage drainage of the surface. Because of the steep slopes in the area, minimal grading of the surface is anticipated. An as-built surface contour map will be prepared upon completion of installation of the corrective action system. Upon completion of the site grading, the soil will be seeded and mulched.

I-F-1.6.4.2 Run-on/Run-off Control System

Surface water run-on of the Tank Farm Unit closure is controlled by existing curbing and drainage structures already in place. The Tank Farm Unit receives no run-on from adjacent areas.

Following closure and completion of the soil remediation system, the Tank Farm Unit will be graded to encourage runoff and minimize ponding of rain water.

I-F-1.6.5 Groundwater Monitoring

Following closure, groundwater monitoring activities will be performed as described in Sections E-5 and E-8 of the Part B Permit Application. The Part B Permit Application wording will be modified to reflect the installation of two downgradient compliance point monitor wells to be located as shown in Figure 2. The new wells will be monitored on a quarterly basis for one year, and semi-annually thereafter for permit VOCs and naphthalene.

I-F-1.7 DECONTAMINATION OF EQUIPMENT

Equipment that was in contact with hazardous wastes during removal of the tanks from the Tank Farm Unit was decontaminated, as per Georgia Rule 391-3-11-.10 (40 CFR 265.112(b)(4) and 265.114), by triple rinsing using a low-volume pressure water wash and visual determination that all wastes were removed. Rinse waters were pumped into drums and then treated in Bonnell's hillside groundwater treatment system. The drums were then reused to ship the sludge for disposal. (The sludge had been kept in the vacuum truck while the drums were used for rinse waters.) The vacuum truck was then rinsed and the rinsate was shipped to an approved facility for disposal.

Material that could not be easily decontaminated (e.g., protective clothing) was bulk-loaded and shipped to an approved facility for disposal as hazardous waste.

A Safety Plan was developed prior to initiating closure activities. This plan was prepared and followed, and will be followed in future activities, so that individuals participating in the closure are knowledgeable of potential dangers and take specific safety precautions. Only qualified personnel participate in closure activities.

May 9, 1997 Revised July 31, 1997

SECTION I-F-2 POST-CLOSURE CARE PLAN

I-F-2.1 POST-CLOSURE CARE PLAN ACTIVITIES

This Post-Closure Care Plan describes, in general, the maintenance activities and monitoring that will be performed with respect to the Tank Farm Unit throughout the post-closure care period in accordance with Georgia Rule 391-3-11-.10 (40 CFR 264.117-.119 and 264.310). Post-closure care will maintain the Tank Farm Unit in a condition such that human health and the environment are protected. Property use during post-closure care will be restricted in accordance with Georgia Rule 391-3-11-.10 (40 CFR 264.117(c)). The post-closure care period may be shortened or extended by the Georgia EPD under Georgia Rule 391-3-11-.10 (40 CFR 264.117(a)(2)).

The post-closure certification will be submitted via registered mail to the Georgia EPD Director within 60 days after completion of post-closure care period in accordance with the approved post-closure care plan as per Georgia Rule 391-3-11-.10 (40 CFR 264.120). This certification will be signed by both Bonnell and an independent registered professional engineer. Documentation supporting the engineer's certification will be provided with the certification.

During plant operation, the Environmental Manager of Bonnell will be responsible for retaining and updating the on-site copy of the post-closure plan. In accordance with Georgia Rule 391-3-11-.10 (40 CFR 264.118(b)(3)), the following representative can be contacted concerning the post-closure activities of the facilities at the plant:

Mr. Terry D. Snell

Manager Environmental

William L Bonnell Company, Inc.

25 Bonnell Street

Newnan, Georgia 30263

mailing address:

by: Thomas W. Watson, Inc.

P.O. Box 428

Newnan, Georgia 30264

phone number:

(770) 254-7690

The Tank Farm Unit will be maintained during the post-closure care period, with maintenance activities performed as determined by the results of periodic inspections. In addition, the sampling of groundwater quality monitoring wells; and, maintenance and monitoring of the soil bioremediation system will be a regular activity of the post-closure care period.

I-F-2.2 INSPECTION PLAN

The closed Tank Farm Unit will be monitored and maintained throughout the post-closure care period by regular inspections and groundwater monitoring as per Georgia Rule 391-3-11-.10 (40 CFR 264.118(b)(1) and (2)). Inspection items include:

- function of the soil vapor treatment system,
- 2. grass cover and surrounding area,
- 3. groundwater monitoring wells,
- 4. concrete cover system,

- 5. run-on and run-off diversion, and
- 6. permanent benchmarks.

Inspections will be made by Bonnell personnel trained for such purposes on a quarterly basis and after major storm events to ascertain the condition of the grass cover and surrounding area. This inspection schedule is intended to insure proper monitoring of the closed unit. An inspection checklist has been included as Table 2. The purpose of this checklist is to assist the inspector in noticing particular items during the facility inspections including ground cover maintenance. The following sections describe the general procedures which will be followed during the post-closure care period.

Inspection and monitoring will continue for the post-closure care period or until Bonnell receives approval from the Georgia EPD to discontinue the program. Inspection records will be kept at the Bonnell facility for a period of five years after the end of the post-closure care period.

I-F-2.3 MONITORING PLAN

The purpose of post-closure monitoring is to verify the effectiveness of closure and/or alert Bonnell if the soil vapor treatment unit is not functioning properly, if site erosion appears to be a problem, or if groundwater contamination occurs.

Post-closure monitoring will begin when closure is complete. Monitoring will occur according to a pre-determined schedule. Sampling and analyses of groundwater will occur according to Section E of the site Part B Permit Application. Inspections for erosion control, condition of the site vegetation cover, and condition of the Tank Farm Unit cap will be conducted per the site

inspection checklist. Confirmatory sampling for the bioremediation system will be conducted according to the system monitoring plan. The post-closure care period has been established at 30 years(40 CFR 264.117(a)(1)); however, the post-closure care period may be shortened or extended by the Georgia EPD under Georgia Rule 391-3-11-.10 (40 CFR 264.117(a)(2)).

If monitoring results indicate that the standards described in Section I-F-1.2 might be exceeded in the near future, additional activities would be initiated. The purpose of these activities would be primarily to improve the efficiency of the soil vapor treatment system, or the Tank Farm Unit CAP. Any proposed changes or additional activities would be presented as a permit modification request pursuant to 40 CFR 270.42.

I-F-2.4 MAINTENANCE ACTIVITIES

This section addresses maintenance and repair of the closed Tank Farm Unit as per 40 CFR 264.310 and 264.197 in the following areas:

- a. Function and Maintenance of the Soil Vapor Treatment System: Installation, operation, and maintenance of the planned soil vapor treatment system is critical to the post closure care and remediation of the Tank Farm Unit. When a final system design is available, copies will be provided to EPD. Final system design will include detailed diagrams of the system, operational instructions, and a schedule of inspection and maintenance.
- Vegetative Cover: Post-closure care will include maintaining and mowing the grass adjacent to the Tank Farm Unit on a monthly basis, or as needed. Clippings

will be left in place to provide nutrients and organic matter and to promote erosion control. Supplemental water will be applied as needed during dry weather to maintain the health of the vegetative cover and help control wind erosion. Irrigation will be scheduled based on observations made during field inspections.

Grass will be replanted when any bare areas appear. The bare area will be seeded, mulched, and watered (if necessary).

During post-closure care, Bonnell will inspect the grass cover quarterly and/or after major rainfall events. Inspections will be logged, and reports will be retained by Bonnell. The inspections will check for erosion, vegetative distress due to insect infestation or drought, or other factors which may adversely affect the vegetative cover.

The inspection schedule is intended to help achieve proper monitoring of the closed facility. The Tank Farm Unit inspection checklist is presented in Table 2. The purpose of the checklist is to assist the inspector in noticing particular items during the facility's inspection.

c. <u>Run-On/Run-Off Control System</u>: Surface water run-on is controlled by existing drainage control measures onsite. The site does not receive run-on from adjacent areas.

Post-closure care includes inspecting the hillside area quarterly and after major rainfall events. Any surface erosion will be repaired as needed through reseeding to maintain grass cover, and the use of semi-permeable membrane, riprap, and

surface grading to control channeling and erosion. Drainage control structures will be maintained/reconstructed to provide continued surface water run-off control for up to the 25-year, 24-hour precipitation event.

- d. Control of Wind Dispersion: Wind dispersion of particulate matter from the Tank Farm Unit will be controlled by maintaining a vegetative cover. The susceptibility of soil to wind erosion is related to soil moisture content. Moist soils are not easily moved by the wind. The moisture content is generally lowered to the wilting point or lower before wind erosion takes place. If needed, Bonnell will provide supplemental moisture. Therefore, supplemental moisture applied to the Tank Farm Unit to maintain the health of the cover vegetation will also substantially reduce the potential for wind erosion of soil particulates by maintaining adequate soil moisture.
- f. Groundwater Monitoring: Groundwater monitoring wells will be inspected quarterly to verify that accessible parts of the wells including the outer casing and cap, lock, apron, inner casing and cap, measuring point, and well identification number are maintained.
- g. <u>Permanent Benchmarks</u>: The permanent benchmarks will be inspected quarterly to check for any signs of disturbance.
- h. Security Control Devices: All access to the closed Tank Farm Unit will be controlled by fences surrounding the Bonnell site. These fences will be inspected quarterly (see the inspection log Table 1) and repaired or replaced as necessary.

I. Ponded Water: Bonnell will ensure that water does not pond on the former virgin solvent storage area. Water will be directed to the secondary containment structure for the former spent solvent tank. The water is then pumped through the groundwater treatment system for treatment and discharge. Any surficial changes

to ensure drainage must be approved by EPD prior to implementation.

j. <u>Concrete Block Wall</u>: Bonnell will maintain and ensure the integrity of the concrete block wall in the former virgin solvent storage area during the postclosure care period.

SECTION I-F-3

NOTICE IN DEED AND NOTICE TO LAND AUTHORITY

In conjunction with the closure certification, Bonnell will submit to the local zoning authority and to the Director of Georgia EPD, a survey plat indicating the location and dimensions of the closed Tank Farm Unit. This plat will be prepared and certified by a professional land surveyor. The plat will be filed with the local zoning authority and will contain a note, prominently displayed, stating the owner's obligation to restrict disturbance of the unit as specified in Georgia Rule 391-3-11-.10 (40 CFR 264.116).

Within 60 days after certification of closure, Bonnell will record a notation on the deed to the property as per Georgia Rule 391-3-11-.10 (40 CFR 264.119(b)(1)). The notation on the deed to the property will include: (1) that the Tank Farm Unit has been used to manage hazardous wastes, (2) that its use is restricted under Georgia Rule 391-3-11-.10 (40 CFR 264 Subpart G, and (3) that a survey plat and record of the type, location, and quantity of the wastes which have been stored there as required under Georgia Rule 391-3-11-.10 (40 CFR 264.116 and 264.119(a)), respectively, has been filed with the local zoning authority and with the Georgia EPD. Bonnell will submit a certification of notice that the notation specified in 40 CFR 264.119(b)(1) has been recorded in accordance with Georgia Rule 391-3-11-.10 (40 CFR 264.119(b)(2)) to the Director of Georgia EPD.

Modifications to this Former Tank Farm Unit Cap will require a permit modification approved by EPD prior to changes. Surficial changes to the concrete surface may not require a modification of the Permit. However, EPD will be the determining authority for whether or not such minor changes require a Permit modification.

SECTION I-F-4 CLOSURE COST ESTIMATE

The closure cost information presented is submitted in accordance with requirements of Georgia Rule 391-3-11-.10 (40 CFR 265.142 and 265.143). An estimated \$53,600 will be needed to close the Tank Farm Unit. The closure costs for the area are presented by activity in Table 3.

These closure cost estimates will be kept on file by Bonnell. Until closure is completed, this estimate will be adjusted annually for inflation within 30 days after close of Bonnell's fiscal year in accordance with Georgia Rule 391-3-11-.10 (40 CFR 265.142(b)). Whenever a change in the closure plan affects the cost of closure, the cost estimate will be adjusted within 30 days after the revision to the closure plan in accordance with Georgia Rule 391-3-11-.10 (40 CFR 265.142(c)).

SECTION I-F-5 POST-CLOSURE CARE COST ESTIMATE

The post-closure cost information presented is submitted in accordance with requirements of Georgia Rule 391-3-11-.10 (40 CFR 264.144). An estimated \$6,100 per year for 30 years, or \$307,000 will be needed for post-closure inspections and maintenance procedures over the 30 year post-closure period. The post-closure costs are presented by activity in Table 4.

This primary post-closure cost estimate will be kept on file by Bonnell. The cost estimate will be adjusted for inflation annually within 30 days after the close of Bonnell's fiscal year in accordance with Georgia Rule 391-3-11-.10 (40 CFR 264.144(b)). Whenever a change in the post-closure care plan affects the cost of post closure care, the cost estimate will be adjusted within 30 days after the revision to the Post-Closure Care plan in accordance with Georgia Rule 391-3-11-.10 (40 CFR 264.144(c)).

May 9, 1997 Revised July 31, 1997

SECTION I-F-6

FINANCIAL ASSURANCE FOR CLOSURE/POST-CLOSURE AND LIABILITY COVERAGE

The documentation required to demonstrate financial assurance for closure and post-closure is included in Appendix B, Financial Assurance for Closure/Post-Closure and Liability Coverage Documentation. The documentation follows Georgia Rule 391-3-11-.05 (40 CFR 264.143, 264.145, and 264.147).

by: Thomas W. Watson, Inc.

SECTION I-F-7

FINANCIAL ASSURANCE MECHANISM FOR SUDDEN/NON-SUDDEN ACCIDENTAL OCCURRENCES

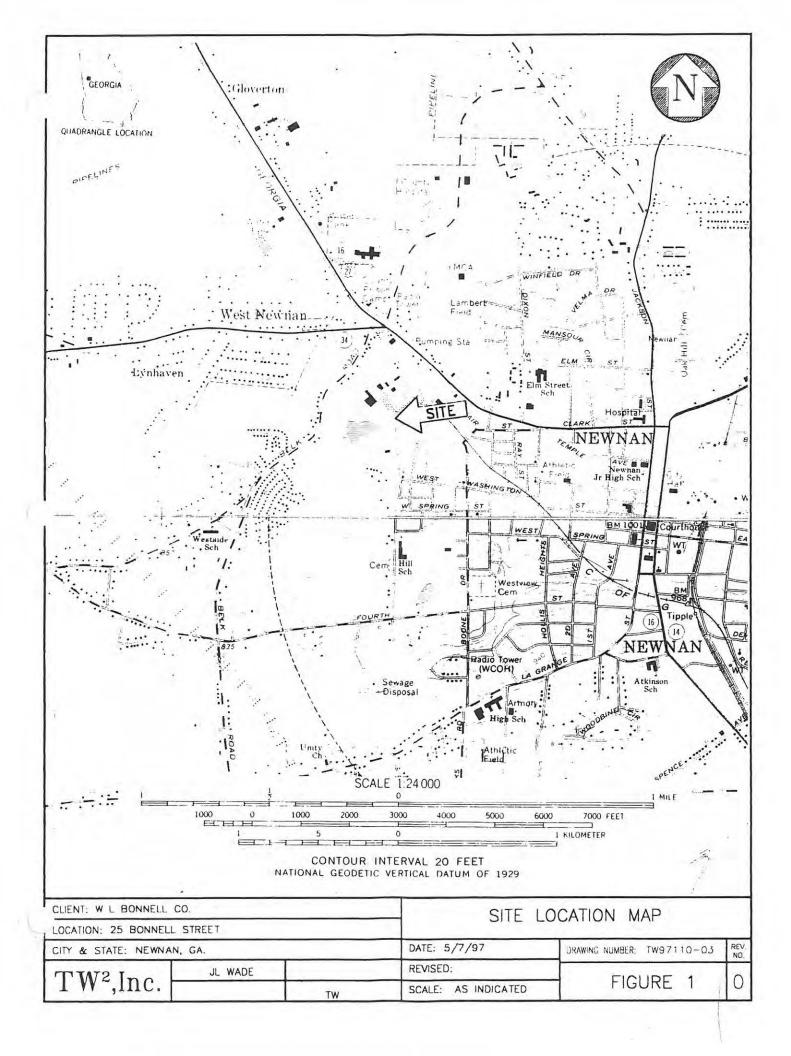
The documentation required to demonstrate financial assurance under Georgia Rule 391-3-11-.05 (40 CFR 264.147), for sudden and non-sudden accidental occurrences, is included in Appendix B, Financial Assurance for Closure/Post-Closure and Liability Coverage Documentation. The documentation reflects liability coverage in the amount of \$4 million per occurrence and an \$8 million annual aggregate.

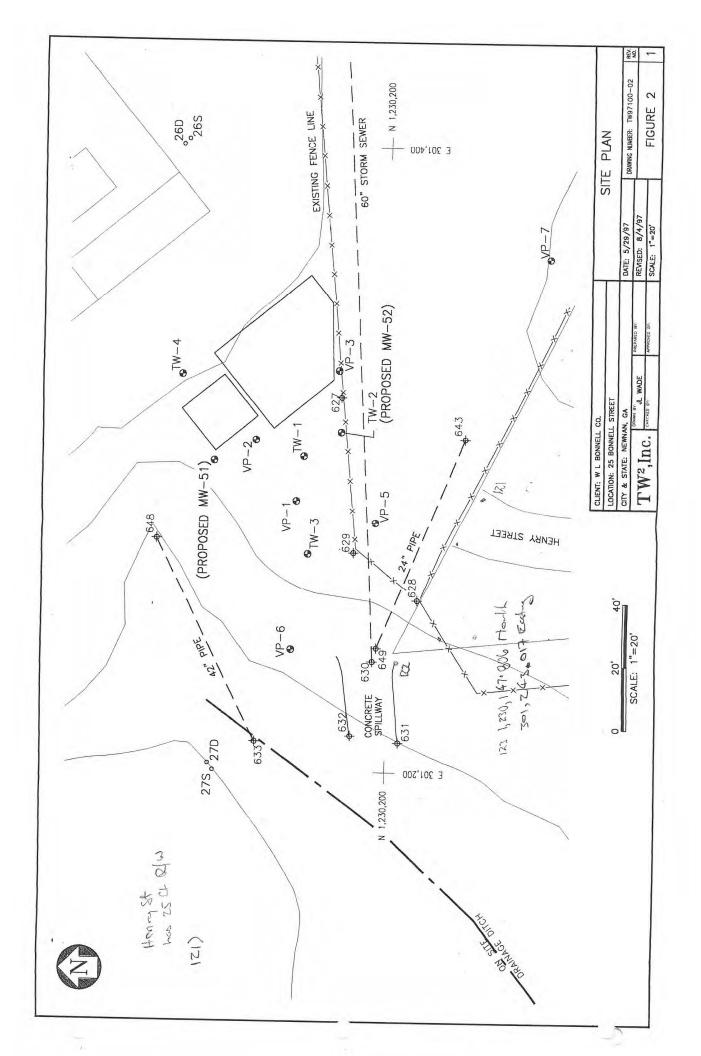
PART B PERMIT APPLICATION, SECTION I-F TANK FARM UNIT CLOSURE PLAN

May 9, 1997 Revised July 31, 1997

by: Thomas W. Watson, Inc.

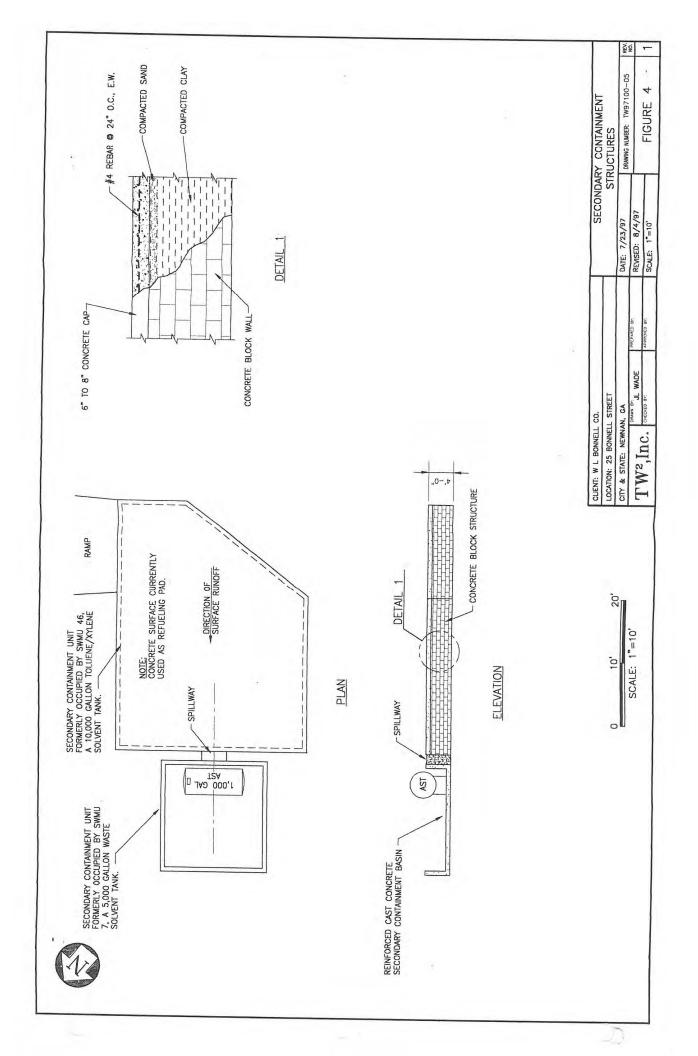
FIGURES





								Z	MONTH	I							
Task	Oct 96	Nov 96	Dec 96	Jan 97	Feb 97	Mar 97	Apr 97	May 97	June 97	July 97	Aug 97	*	2	ю	4	5	9
Empty Tanks and Piping	**																
Decontaminate Tanks and Piping																	
Decommission Tanks and Piping	#																
Convert Secondary Containment To Cap			#	*													
Conduct Soil Remediation Pilot Test				:	#	# #											
Prepare Closure/Post- Closure Care Plan							* * *	* * *	* * *	* * *	*						
EPD Approval of Closure/Post Closure Plan												*					
Install Soil Remediation System												#	**	# #	#	#	**
Final Grading													#	**	**		
Finalize Erosion Control Measures													**	*	#		
Install Downgradient Monitor Well													#				

numbers denote months after that EPD approval.



TABLES

TABLE 1 BONNELL PERIMETER FENCE QUARTERLY INSPECTION LOG

INSPECTION DATED AND TIME:
INSPECTOR'S NAME:
DESCRIBE LOCATION AND TYPE OF DEFICIENCIES (Breaks, collapse, erosion, excessive rust):
DESCRIBE REPAIRS MADE TO CORRECT DEFICIENCIES AND INDICATE DATE OF REPAIRS:
TABLES Tables - 1

TABLE 2 POST-CLOSURE INSPECTION CHECKLIST FOR TANK FARM UNIT WILLIAM L BONNELL COMPANY, INC. NEWNAN, GEORGIA

ATE INSPECTED/TIME:	_
EASONS FOR INSPECTION (ROUTINE/RAINFALL EVENT)	
ROSION (YES/NO):	
MPLE VEGETATIVE GROUND COVER (YES/NO)	
OODY PLANT OCCURRENCE (YES/NO)	
ECURITY BARRIER INTACT (YES/NO)	
RACKS OR BREAKAGE OF CONCRETE COVER: (YES/NO)	
ROUNDWATER MONITORING WELLS CHECKED: (YES/NO)	
LOCKED (YES/NO):	
STRUCTURE INTEGRITY INTACT (YES/NO):	
IDENTIFICATION INTACT (YES/NO):	

PART B PERMIT APPLICATION, SECTION I-F TANK FARM UNIT CLOSURE PLAN

by: Thomas W. Watson, Inc.

May 9, 1997 Revised July 31, 1997

POST CLOSURE INSPECTION CHECKLIST FOR TANK FARM UNIT (CONT'D)

DATE OF INSPECTION
INTEGRITY OF CONCRETE WALL INTACT?
COMMENTS:
DATES/TYPES OF CORRECTIVE ACTION:
SIGNATURE:
NAME OF PERSON RESPONSIBLE FOR CORRECTIVE ACTION OR FURTHEI
SIGNATURE:

TABLE 3: COST ESTIMATE FOR CLOSURE OF TANK FARM UNIT

WILLIAM L BONNELL COMPANY, INC. NEWNAN, GEORGIA

TEN No.		QUANTITY	UNIT	UNIT	QUANTIT COSTS	SUBTOTAL COSTS
1.	AST CLOSURE					
	a. Tank cleanout & removal	0	l.s.	\$4,000.00	\$0]
	b. Analytical Testing	0				
	c. Disposal of Hazardous Wastes	0				
	Subtotal (Annual Costs)					\$0
	SUBTOTAL					
2.	BIOREMEDIATION SYSTEM INSTALLATION				***	
	a. Pilot Testing	1	l.s.	\$10,000.00	\$10,000	
	b. Equipment	1	l.s.	\$31,600.00	\$31,600	
	c. Equipment Installation, testing, performance evaluation, trai	1	l.s.	\$10,850.00	\$10,850	
	Subtotal (Annual Costs)					\$52,450
	SUBTOTAL					
3.	GRADING & LANDSCAPING					
	a. Surface grading & Preparation	1	l.s.	\$250.00	\$250	
	b. Seeding	11000	s.f.	\$0.08	\$880	
	Subtotal (Annual Costs)					\$1,130
	SUBTOTAL					
					\$0	
	SUBTOTAL					\$0
-	TOTAL CLOSURE COSTS	He de la companya de				\$53,580

^{*} Includes labor costs
** All costs in 1997 dollars

TABLE 4: COST ESTIMATE FOR POST CLOSURE CARE OF TANK FARM

WILLIAM L BONNELL COMPANY, INC. NEWNAN, GEORGIA

07/31/97

TEI No.	. ITEM	QUANTITY	UNIT	UNIT COSTS	QUANTIT	ITEM SUBTOTAL COSTS	LIFE-CYCLE COSTS
1.	SITE INSPECTION (times/year)						
	a. technician	16	hours	\$50.00	\$800		
	Subtotal (Annual Costs)					\$800	
	SUBTOTAL				Yrs. Left =	30.00	\$24,000
2.	MOWING						
	a. Mowing 12 times/year	12	events	\$20.00	\$240		
1	Subtotal (Annual Costs)				1	\$240	
3	TOTAL MONITORING COSTS				Yrs. Left =	30.00	\$7,200
3.	ROUTINE EROSION REPAIR		Amerika da	Santa Santana Santana			
	a. Soil Excavating, Hauling, Spreading, & Compaction	2	c. y.	\$7.00	\$14		
	b. Seeding	300	s f	\$0.08	\$24		
	Subtotal (Annual Costs)			40.00		\$38	
	SUBTOTAL				Yrs. Left =	30.00	\$1,140
4.	BIOREMEDIATION SYSTEM COSTS		-1113				¥1,1.10
	a. Power	4380	kwh	\$0.04	\$175		
	b. Maintenance	52	weeks	\$10.00	\$520		
	c. Inspection	16	hours	\$50.00	\$800		
	d. Parts & Supplies	1	l.s.	\$100.00	\$100		
	e. Equipment	0.5	each	\$500.00	\$250		
	f. Verification Samples	10	samples	\$120.00	\$1,200		
	Subtotal (Annual Costs)					\$3,045	
	TOTAL OPERATION & MAINTENANCE COSTS				Yrs. Left =	30.00	\$91,356
5	GROUNDWATER MONITORING	(-11-213	7-30	-11.00-11.00	3-1-1-1		
	a. Corrective Action Effectivness, per year	8	wells	\$803.00	\$6,424		
	b. Appendix IX /Sampling & Analysis	1-1-1	well	\$2,884.00	\$2,884		
	Subtotal (Annual Costs)					\$9,308	
	SUBTOTAL				Yrs. Left =	30.00	\$279,240
	TOTAL CORRECTIVE ACTION COSTS						\$403,000

Includes labor costs All costs in 1997 dollars

PART B PERMIT APPLICATION, SECTION I-F TANK FARM UNIT CLOSURE PLAN

by: Thomas W. Watson, Inc.

May 9, 1997 Revised July 31, 1997

APPENDIX A INTERIM REPORT DESCRIBING TANK DECOMMISSIONING PROCESS

October 29, 1996

Mr. Tom W Watson, P.G. President Thomas W. Watson, Inc. 110 Dartmouth Avenue Avondale Estates, Georgia 30002

Re:

Interim Status Report

Aboveground Storage Tank Closure The William L. Bonnell Company, Inc. 25 Bonnell Street Newnan, Georgia 30264 ZimTech Project No. 96-0111 TW² Job No. 96-10-1

Dear Tom:

Thank you for the opportunity to offer environmental engineering and risk management services for the subject activity. ZimTech completed on-site observations of closure activities for three aboveground storage tanks (ASTs), located within a solid waste management unit (SWMU) at the subject facility, on October 8, 1996.

Two tanks contained virgin materials (paint and xylene) and are not regulated under the Resource Conservation and Recovery Act (RCRA). The third contained used paint solvents and sludges regulated as a RCRA-listed hazardous waste (code FD03).

We performed client consultations, regulatory review, and on-site documentation during the closure activity. We collected samples for laboratory analyses of rinsate generated during tank decontamination.

These were collected from the first and last flushes of the tank interiors and delivered to Analytical Services, Inc. (ASI), for analyses according to the Bonnell discharge permit standards for volatile organic compounds (VOC). Bonnell has indicated they will provide a copy of the standards for comparison with the lab results and inclusion in the final report.

The closure activity was performed generally according to the standards of Title 40, Code of Federal Regulations, Part 264 (40 CFR 264). 40 CFR 264.197 requires tanks to be either removed or decontaminated to meet the definition of closure.

American Consulting Engineers Council Member



Supporting Excellence in Engineering

Therefore, completion of the closure certification is pending receipt of documentation confirming removal of the F003 tank from the SWMU. However, we understand the RCRA Part B permit for the facility defines decontamination as triple-rinsing of tank interiors.

If Bonnell can supply a copy of the pertinent section(s) of the permit, we can certify closure based upon satisfying those requirements for decontamination. Alternatively, we may be able to conclude decontamination was complete based upon our professional judgement that the rinsate did not meet the characteristic of ignitability; the only characteristic for which waste F003 is listed. This alternative may require further study, however, since VOC residues remaining in the tank may be sufficient to cause an explosive atmosphere if not adequately ventilated.

Twenty-two 55-gallon drums of F003-listed hazardous waste were generated during the closure activities and stored within the designated hazardous waste accumulation area. These included waste from four damaged drums that was removed and placed in new drums. We have received manifests documenting that the wastes were removed for disposal by EnviroTrans, Inc., a permitted hazardous waste transporter, on Thursday, October 10, 1996.

The sludge from the AST containing the FNN3-listed waste was determined to be hazardous following analyses of a representative sample for the characteristic of ignitability. Results indicated a flash-point of less than 70 degrees fahrenheit according to USEPA Test Method 1010.

Minor amounts of sludge spilled within the FD03 containment area were placed in a partially-filled 55-gallon drum. The open drum was labelled with the waste number and accumulation date and placed with the other 22 drums.

Rinsate from decontamination of the AST interior and containment area was judged to be non-hazardous according to 40 CFR 261.3(a)(2)(iii). It was pumped out to the on-site groundwater treatment system. It is our understanding the system discharges to an outfall permitted under the National Pollutant Discharge Elimination System (NPDES).

Sludges and rinsate from the virgin paint tank were drummed and labeled as non-hazardous waste. Twelve 55-gallon drums of this waste were placed adjacent to and outside of the hazwaste accumulation area for later disposal. These wastes were judged to be incompatible with disposal to the groundwater treatment system due to their adhesive and viscous nature

Bonnell indicated the virgin paint has been tested according to 40 CFR 261.24 and found to be non-hazardous. We have received copies of the test results for inclusion in the certification report.

Environmental Engineering and Risk Management

Upon our arrival on site, we observed the xylene AST to be empty according to the standards found at 40 CFR 261.7. Therefore, the rinsate from decontamination of the tank interior was determined to be non-hazardous according to 40 CFR 261.33(c). It was discharged to the groundwater treatment system.

It is our understanding there have been some releases of regulated substances into the soils around the paint and xylene ASTs. However, since these tanks were not used to store hazardous wastes as defined at 40 CFR 261.3, they are not technically subject to the closure requirements of 40 CFR 264. Bonnell voluntarily desires these tanks to be included in the closure certification.

Report

Following receipt of the previously requested documentation, ZimTech will prepare a short report documenting the findings of the closure assessment generally according to the standards of 40 CFR 264. In the interest of brevity and to make the report more understandable to a reader unfamiliar with the site, we will include a scaled sketch and photographs of the area relevant to our on-site activities.

The report will be sealed by a Georgia Registered Professional Engineer. It will include copies of the hazardous waste manifests, laboratory analyses, and other supporting documentation. We will include certification for all three ASTs closed under our observation.

Thank you again for asking ZimTech to assist with your needs in environmental engineering and risk management. If I can help with answers to any other questions please call me at 770-516-5902.

Sincerely,

Andy

Andrew T. Zimmerman, P.E. Senior Licensed Engineer

PART B PERMIT APPLICATION, SECTION I-F TANK FARM UNIT CLOSURE PLAN

by: Thomas W. Watson, Inc.

May 9, 1997 Revised July 31, 1997

APPENDIX B FINANCIAL ASSURANCE FOR CLOSURE/POST-CLOSURE AND LIABILITY COVERAGE DOCUMENTATION



THE WILLIAM L BONNELL COMPANY, INC.

AND CAPITOL PRODUCTS CORPORATION SUBSIDIARIES OF TREDEGAR INDUSTRIES, INC.

25 Bonnell Street • P.O. Box 428 • Newnan, Georgia 30263 Phone 770-254-7690 Fax 770-254-7717

March 5, 1997

John Fonk Environmental Protection Division Floyd Towers East, Suite 1154 205 Butler Street Atlanta. GA 30334

Re:

Financial Assurance

The William L Bonnell Co., Inc.

GAD 003273224 Permit No. HW-087

Dear John

I have enclosed the Financial Assurance documentation for 1997 for your review and files. The documentation consists of the following:

- letter from Chief financial Officer dated March 3, 1997;
- Coopers & Lybrand letter dated March 3, 1997 regarding the letter from the Chief financial Officer;
- Guarantee for Liability Coverage effective March 3, 1997, and

supporting spreadsheets used to develop liability costs.

If you have any questions, please call me at 770-254-7690.

Sincerely

Terry D. Snell, P.E.

Manager Environmental

w/enclosures 70305fiad.epd



March 3, 1997

Harold F. Reheis, Director Environmental Protection Division Department of Natural Resources 205 Butler Street, S.E. Atlanta, Georgia 30334

LETTER FROM CHIEF FINANCIAL OFFICER

Dear Sir:

I am the chief financial officer of Tredegar Industries, Inc. ("Tredegar"), 1100 Boulders Parkway, Richmond, Virginia 23225. This letter is in support of the use of the financial test to demonstrate financial responsibility for liability coverage and closure and/or post-closure care as specified in paragraph 391-3-11-05 of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division.

The firm identified above is the owner or operator of the following facilities for which liability coverage for both sudden and nonsudden accidental occurrences is being demonstrated through the financial test specified in paragraph 391-3-11-.05 of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division: NONE.

The firm identified above guarantees, through the guarantee specified in paragraph 391-3-11-.05 of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division, liability coverage for both sudden and nonsudden accidental occurrences at the following facilities owned or operated by the following: The William L Bonnell Company, Inc., Newnan, Georgia (GAD 003273224).

The firm identified above is the direct or higher-tier parent corporation of the owner or operator.

 The firm identified above owns or operates the following facilities which are located in the State of Georgia and for which financial assurance for closure and/or post-closure care or liability coverage is demonstrated through the financial test specified in paragraph 391-3Harold F. Reheis, Director March 3, 1997 Page 2

- 11-.05. The current closure and/or post-closure cost estimates covered by the test are shown for each facility: NONE.
- 2. The firm identified above guarantees, through the guarantee specified in paragraph 391-3-11-.05, the closure and/or post-closure care or liability coverage of the following facilities which are located in the State of Georgia and which are owned or operated by the guaranteed party. The current cost estimates for the closure and/or post-closure care so guaranteed shown for each facility:

Closure/Post-Closure Cost Estimate

The William L Bonnell Company, Inc. Newnan, Georgia GAD 003273224

\$1,244,000

- 3. In states outside of Georgia, where EPA or some designated authority is administering financial responsibility requirements, this firm is demonstrating financial assurance for the closure and/or post-closure care of the following facilities through the financial test specified in Subpart H of 40 CFR Parts 264 and 265 or through a test which is equivalent or substantially equivalent to it. The current closure and/or post-closure cost estimates covered by such a test are shown for each facility: NONE.
- 4. The firm identified above owns or operates the following hazardous waste management facilities for which financial assurance for closure or, if a disposal facility, post-closure care, is not demonstrated either to EPA or a State through the financial test or any other financial assurance mechanism specified in Subpart H of 40 CFR Parts 264 and 265 or equivalent or substantially equivalent State mechanisms. The current closure and/or post-closure cost estimates not covered by such financial assurance are shown for each facility: NONE.
- 5. This firm is the owner or operator of the following UIC facilities for which financial assurance for plugging and abandonment is required under 40 CFR Part 144. The current closure cost estimates as required by 40 CFR 144.62 are shown for each facility: NONE.

The total of the current cost estimates for closure and/or post-closure care and current plugging and abandonment cost estimates, listed in the five numbered paragraphs above, is \$1,245,000. To the best of my knowledge, this figure is sufficient to execute the closure plans and to perform post-closure care responsibilities for all the facilities listed in paragraphs 1. through 5. above.

This firm is required to file a Form 10K with the Securities and Exchange Commission (SEC) for the latest fiscal year.

Harold F. Reheis, Director March 3, 1997 Page 3

The fiscal year of this firm ends on December 31. The figures for the following items marked with an asterisk are derived from this firm's independently audited, year-end financial statements for the latest completed fiscal year, ended December 31, 1996.

Closure/Post-Closure Care and Liability Coverage (\$ in Thousands)

Alternative I

1.	Sum of current closure and post-closure cost estimates (total of all cost estimates shown in the five numbered	
	paragraphs above).	\$ 1,244
2.	Amount of annual aggregate liability coverage to be demonstrated.	\$ <u>8,000</u>
3.	Sum of lines 1 and 2.	\$ <u>9,244</u>
*4.	Total liabilities	\$ <u>128,532</u>
*5.	Tangible net worth.	\$ <u>192,413</u>
*6.	Net worth	\$ <u>212,545</u>
*7.	Current assets	\$194,422
*8.	Current liabilities	\$ <u>61,301</u>
9.	Net working capital (line 7 minus line 8).	\$ 133,121
*10.	The sum of net income plus depreciation, depletion, and amortization.	\$ <u>65,353</u>
*11.	Total assets in U.S. (required only if less than 90% of assets are located in the U.S.).	\$ <u>N/A</u>

Harold F. Reheis, Director March 8, 1996 Page 4

		Yes No
12.	Is line 5 at least \$10 million?	X
13.	Is line 5 at least 6 times line 3?	<u> </u>
14.	Is line 9 at least 6 times line 3?	<u>~</u> _
*15.		<u>X</u> _
13.	Are at least 90% of assets located in the U.S.? If not, complete line 16.	v
16.	Is line 11 at least 6 times line 3?	<u>x</u> _
17.		<u>N/A</u>
17.	Is line 4 divided by line 6 less than 2.0?	<u>X</u> _
18.	Is line 10 divided by line 4 greater than 0.1?	X
19.	Is line 7 divided by line 8 greater than 1.5?	
		<u>x</u> _

I hereby certify that the wording of this letter is substantially the same as the wording specified in paragraph 391-3-11-.05 of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division as such regulations were constituted on the date shown immediately below.

Tredegar Industries, Inc.

Norman A. Scher

Its: Chief Financial Officer

Date: March 3, 1997



GUARANTEE FOR LIABILITY COVERAGE

Guarantee made this March 3, 1997 by Tredegar Industries, Inc. ("Tredegar"), a business corporation organized under the laws of the State of Virginia, herein referred to as guarantor. This guarantee is made on behalf of our subsidiary, The William L Bonnell Company, Inc. ("Bonnell") of 25 Bonnell Street, Newnan, Georgia 30263, to any and all third parties who have sustained or may sustain bodily injury or property damage caused by sudden and/or nonsudden accidental occurrences arising from operation of the facility covered by this guarantee.

RECITALS

- 1. Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in paragraph 391-3-11-.05 of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division.
- 2. Bonnell owns or operates the following hazardous waste management facilities covered by this guarantee:

Chromium hydroxide sand drying beds (post closure care)
Chromium hydroxide landfill (post closure care)
Aluminum hydroxide land treatment unit (post closure care)
Surface impoundment unit (post closure care)
Former waste xylene storage tank (closure and post closure care)
at the

Aluminum Extrusion Plant 25 Bonnell Street Newnan, Georgia 30263 EPA ID# GAD 003273224

This corporate guarantee satisfies Georgia's Hazardous Waste Management Act third-party liability requirements for both sudden and nonsudden accidental occurrences in above-named owner or operator facilities for coverage in the amount of \$4,000,000 for each occurrence and \$8,000,000 annual aggregate.

3. For value received from Bonnell, guarantor guarantees to any and all third parties who have sustained or may sustain bodily injury or property damage caused by sudden and/or nonsudden accidental occurrences arising from operations of the facilities covered by this

guarantee that in the event that Bonnell fails to satisfy a judgment or award based on a determination of liability for bodily injury or property damage to third parties caused by sudden and/or nonsudden accidental occurrences, arising from the operation of the above-named facilities, or fails to pay an amount agreed to in settlement of a claim arising from or alleged to arise from such injury or damage, the guarantor will satisfy such judgment(s), award(s) or settlement agreement(s) up to the limits of coverage identified above.

- Such obligation does not apply to any of the following:
- (a) Bodily injury or property damage for which Bonnell is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that Bonnell would be obligated to pay in the absence of the contract or agreement.
- (b) Any obligation of Bonnell under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.
 - (c) Bodily injury to:
 - (1) An employee of Bonnell arising from, and in the course of, employment by Bonnell; or
 - (2) The spouse, child, parent, brother or sister of that employee as a consequence of, or arising from, and in the course of employment by Bonnell. This exclusion applies:
 - (A) Whether Bonnell may be liable as an employer or in any other capacity; and
 - (B) To any obligation to share damages with or repay another person who must pay damages because of the injury to persons identified in paragraphs (1) and (2).
- (d) Bodily injury or property damage arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle or watercraft.
 - (e) Property damage to:
 - (1) Any property owned, rented, or occupied by Bonnell;
 - (2) Premises that are sold, given away or abandoned by Bonnell if the property damage arises out of any part of those premises;
 - (3) Property loaned to Bonnell;

- (4) Personal property in the care, custody or control of Bonnell;
- (5) That particular part of real property on which Bonnell or any contractors or subcontractors working directly or indirectly on behalf of Bonnell are performing operations, if the property damage arises out of these operations.
- 5. Guarantor agrees that if, at the end of any fiscal year before termination of this guarantee, the guarantor fails to meet the financial test criteria, guarantor shall send within 90 days, by certified mail, notice to the EPD Director and to Bonnell that he intends to provide alternate liability coverage as specified in paragraph 391-3-11-.05, as applicable, in the name of Bonnell. Within 120 days after the end of such fiscal year, the guarantor shall establish such liability coverage unless Bonnell has done so.
- 6. The guarantor agrees to notify the EPD Director by certified mail of a voluntary or involuntary proceeding under Title 11 (Bankruptcy), U.S. Code, naming guarantor as debtor, within 10 days after commencement of the proceeding.
- 7. Guarantor agrees that within 30 days after being notified by the EPD Director of a determination that guarantor no longer meets the financial test criteria or that he is disallowed from continuing as a guarantor, he shall establish alternate liability coverage as specified in paragraph 391-3-11-.05 in the name of Bonnell, unless Bonnell has done so.
- 8. Guarantor reserves the right to modify this agreement to take into account amendment or modification of the liability requirements set by paragraph 391-3-11-.05, provided that such modification shall become effective only if the EPD Director does not disapprove the modification within 30 days of receipt of notification of the modification.
- 9. Guarantor agrees to remain bound under this guarantee for so long as Bonnell must comply with the applicable requirements of paragraph 391-3-11-.05 for the above-listed facilities, except as provided in paragraph 10 of this agreement.
- 10. Guarantor may terminate this guarantee by sending notice by certified mail to the EPD Director and to Bonnell, provided that this guarantee may not be terminated unless and until Bonnell obtains, and the EPD Director approves, alternate liability coverage complying with paragraph 391-3-11-.05.
- 11. Guarantor hereby expressly waives notice of acceptance of this guarantee by any
- 12. Guarantor agrees that this guarantee is in addition to and does not affect any other responsibility or liability of the guarantor with respect to the covered facilities.

- 13. The Guarantor shall satisfy a third party liability claim only on receipt of one of the following documents:
- (a) Certification from the Principal (Bonnell) and the third party claimant(s) that the liability claim should be paid. The certification must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

CERTIFICATION OF VALID CLAIM

The undersigned, as parties The William L Bonnell Company, Inc. (Bonnell) and [insert name and address of third party claimant(s)], hereby certify that the claim of bodily injury and/or property damage caused by a [sudden or nonsudden] accidental occurrence arising from operating Bonnell's hazardous waste treatment, storage, or disposal facility should be paid in the amount of \$[].

The William L Bonnell Company

By:______
Douglas R. Monk
President

(Notary) Date

[Signatures] Claimant(s)

(Notary) Date

- (b) A valid final court order establishing a judgment against the Principal for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Principal's facility or group of facilities.
- 14. In the event of combination of this guarantee with another mechanism to meet liability requirements, this guarantee will be considered excess coverage.

 I hereby certify that the wording of this guarantee is substantially the same as the wording specified in paragraph 391-3-11-05 of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division as such regulations were constituted on the date shown immediately below.

Effective date: March 3, 1996

Tredegar Industries, Inc.

By:

Norman A. Scher
Its: Chief Financial Officer

COMMONWEALTH OF VIRGINIA COUNTY OF CHESTERFIELD

Signature of witness of notary:

My Commission expires December 31, 1998

guarn2.doc

TABLE 1: FINANCIAL ASSURANCE ANNUAL COMPARISONS

WILLIAM L BONNELL COMPANY, INC. NEWNAN, GEORGIA

03/03/97

NO.	UNIT	12/01/95 ESTIMATE	03/03/97 ESTIMATE
1.	CROH LANDFILL		
	a. Closure Costs	\$0	\$0
	b. Post-Closure Care Costs	\$194,000	\$186,000
2.	SURFACE IMPOUNDMENT		
	a. Primary Closure Costs	\$55,000	\$0
	b. Contingent Closure Costs ***	\$0	\$0
	c. Primary Post-Closure Cost	\$290,000	\$298,000
	d. Contingent Post-Closure Costs ***	\$0	\$0
3.	ALOH LAND TREATMENT UNIT		
	a. Closure Costs	\$0	\$0
	b. Post-Closure Care Costs	\$554,000	\$448,000
4.	CORRECTIVE ACTION COSTS		
	a. Capitol Costs	\$0	\$45,000
	b. O & M and Monitoring Costs	\$282,000	\$267,000
	TOTAL FINANCIAL ASSURANCE COSTS	\$1,375,000	\$1,244,000

^{*} Includes labor costs

Date: 03/03/97

^{**} All costs in 1996 dollars

^{***} Not used for financial assurance.

TABLE 2: CrOH LANDFILL POST-CLOSURE CARE COST ESTIMATE

WILLIAM L BONNELL COMPANY, INC. NEWNAN, GEORGIA

03/03/97

1	ITEM	QUANTITY	UNIT	UNIT	QUANTITY	ITEM SUBTOTAL COSTS
1.	SITE INSPECTION (4 times/year)					
	a. Technician	16	hours	\$50.00	\$800	•
2.	Subtotal MOWING AND FERTILIZING *					\$800
	a. Mowing (4 times/year)	3	acres	\$20.00	\$60	
	b. Fertilizing	1	acres	\$75.00	\$75	-1
	Subtotal			1	475	\$135
3.	ROUTINE EROSION REPAIR *				1	\$ 133
	a. Soil Excavating, Hauling, Spreading, & Compaction	2	C.y.	\$7.00	\$14	II.
	b. Seeding	300	s.f.	\$0.08	\$24	-
	Subtotal			40.00	924	820
1.	GROUND-WATER QUALITY MONITORING					\$38
	a. Corrective Action Effectiveness, per year	4	wells	\$803	\$3,214	I
	b. Appendix IX Sampling & Analysis	1	well	\$2.884	\$2,884	•
	Subtotal			\$2,004	J2,004	66,000
	TOTAL COST PER YEAR			4	i.	\$6,098
	YEARS REMAINING					\$7,071
	TOTAL FINANCIAL ASSURANCE POST-CLOS	LIRE CAPE COS	TC			26.32
-		OIL CAIL COS	13			\$186,000

^{*} Includes labor costs

^{**} All costs in 1996 dollars

TABLE 3: SURFACE IMPOUNDMENT POST-CLOSURE CARE COSTS

WILLIAM L BONNELL COMPANY, INC. NEWNAN, GEORGIA

03/03/97"

NO.	ITEM	QUANTITY	UNIT	UNIT	QUANTITY	ITEM SUBTOTAL
1.	SITE INSPECTION (4 times/year)		Oldi	00313	COSTS	COSTS
	a. Technician	16	hours	\$50.00	\$800	
	Subtotal			400.00	\$000	
2.	MOWING AND FERTILIZING *					\$800
	a. Mowing (4 times/year)	11 ,	acres	\$20.00	\$220	
	b. Fertilizing	2.75	acres	\$75.00		
	Subtotal		dores	\$75.00	\$206	
3.	ROUTINE EROSION REPAIR *			S. Land		\$426
	a. Soil Excavating, Hauling, Spreading, & Compaction	15	c.y.	\$7.00	6405	
	b. Seeding	800	s.f.	\$0.08	\$105	
	Subtotal			Ψ0.00	\$64	
1.	GROUNDWATER QUALITY MONITORING					\$169
	Corrective Action Effectiveness, per year	4	wells	\$803	63.040	
	b. Appendix IX Sampling & Analysis	2	wells	\$2,884	\$3,212	
	Subtotal		110113	\$2,004	\$5,768	
	TOTAL COSTS PER YEAR					\$8,980
						\$10,375
-	TOTAL POST CLOSURE CARE COSTS 28.74521 Years remaining					
	TOTAL FINANCIAL ASSURANCE POST CLOS	SURE CARE COS	STS			\$298,000 \$298.000

Includes labor costs

^{**} All costs in 1996 dollars

TABLE 4: ALOH LAND TREATMENT UNIT POST-CLOSURE CARE COSTS

WILLIAM L BONNELL COMPANY, INC. NEWNAN, GEORGIA

03/03/97

No.	ITEM	QUANTITY	UNIT	UNIT	QUANTITY	ITEM SUBTOTAL	
1.	SITE INSPECTION (4 times/year)		Oluli	00313	COSTS	COSTS	
	a. Technician	16	hours	\$50.00	0000		
	Subtotal			Ψ30.00	\$800	11 2223	
2.	MOWING AND FERTILIZING *	(C-2-2-2-1)				\$800	
	a. Mowing (4 times/year)	30	acres	\$20.00	0000		
	b. Fertilizing	7	acres	\$75.00	\$600		
	Subtotal		acres	\$75.00	\$525	r	
3.	ROUTINE EROSION REPAIR *					\$1,125	
	a. Soil Excavating, Hauling, Spreading, & Compaction	50	CV	67.00			
	b. Seeding	200	c.y.	\$7.00	\$350	i	
	Subtotal		5,1,	\$0.08	\$16		
	GROUNDWATER QUALITY MONITORING					\$366	
	a. Corrective Action Effectiveness, per year	6	wells	62 200 00			
	Subtotal		Wells	\$2,280.00	\$13,680		
	SOIL CORES					\$13,680	
	a. Sampling and Analysis, per year	6	complee	6200.00			
	Subtotal		samples	\$200.00	\$1,200		
	TOTAL COSTS PER YEAR			1		\$1,200	
	TOTAL POST CLOSURE CARE COSTS ***					\$17,171	
_						\$448,000	

^{*} Includes labor costs

26.07 years

^{**} All costs in 1996 dollars

Total Post Closure Care Costs are based years remaining in post closure care period, =

TABLE 5: CORRECTIVE ACTION SYSTEM O&M COSTS

WILLIAM L BONNELL COMPANY, INC. NEWNAN, GEORGIA

03/03/97

ITEM No.	ITEM	QUANTITY	UNIT	UNIT	QUANTITY		LIFE-CYCLE
1.	MONITORING EXISTING RECOVERY WELLS		CIMIT	COSTS	COSTS	COSTS	COSTS
, i	a Influent/Effluent Groundwater Monitoring	16	samples	\$120.00	\$1.920		*
	b. Corrective Action Effectiveness, VOCs	20	wells	\$195.00	\$3,900	-	
	Subtotal (Annual Costs)			\$100.00	\$3,500	45.000	7
	SUBTOTAL				Yrs. Left =	\$5,820 21.07	
2.	MONITORING PROPOSED RECOVERY WELLS		anne mener	isananianininin	113. Leit =	21.07	\$122,651
	a Influent/Effluent Groundwater Monitoring	10	samples	\$120.00	\$1,200		
	Subtotal (Annual Costs)			1120.00	\$1,200	\$1,200	T.
	TOTAL MONITORING COSTS				Yrs. Left =		-
					115. Leit =	20.50	\$24,600
	EXISTING RECOVERY WELLS O&M COSTS		***************************************	·	The same of the sa		
	a. Power	41000	kwh	\$0.04	\$1,640		
	b. Inspection	32	hours	\$50.00	\$1,600		1
	c. Parts & Supplies	1	Ls.	\$100.00	\$100		1
	d. Pumps & Equipment	0.5	each	\$500.00	\$250	•	1
	Subtotal (Annual Costs)			4000.00	\$230	62.500	4
	SUBTOTAL				Yrs. Left =	\$3,590	-
	PROPOSED RECOVERY WELLS O&M COSTS		entrance in mark	in Millionia	115. Leit =	18.08	\$64,903
	a. Power	25625	kwh	\$0.04	\$1,025		
	b. Inspection	16	hours	\$50.00	\$800		
	c. Parts & Supplies	1	l.s.	\$75.00	\$75		
	d. Pumps & Equipment	0.5	each	\$500.00	\$250		
	Subtotal (Annual Costs)		Cucii	\$300.00	\$250		
	TOTAL OPERATION & MAINTENANCE COSTS			annana.	Yrs. Left =	\$2,150	-
	SWMU 49 SVE SYSTEM O&M COSTS		***************************************		rrs. Len =	17.50	\$37,625
	a. Maintenance	52	weeks	\$10.00	\$520		
	b. Carbon Canister Replacement	1	drums	\$500.00	\$500		
	c. Power	4380	kwh	\$0.04	\$175		4
	d. Parts & Supplies	1	l.s.	\$100.00	\$100		1
	e. Verification Samples	10	samples	\$120.00	\$1,200		
	Subtotal (Annual Costs)		Sumples	\$120.00	\$1,200	en 405	
	SUBTOTAL				Yrs. Left =	\$2,495	
	SWMUs 7/46 SVE SYSTEM O&M COSTS			ender de la company	TIS. Leπ =	1.83	\$4,567
	a. Maintenance	52	weeks	\$10.00	\$500		
	c. Carbon Canister Replacement	1	drums	\$500.00	\$520		
	c. Power	4380	kwh	\$0.04	\$500 \$175		
	d. Parts & Supplies	1	I.s.	\$100.00			,
	e. Verification Samples	10	samples	\$120.00	\$100		
	Subtotal (Annual Costs)		Janipies	₽12U.UU	\$1,200		
-	SUBTOTAL				-	\$2,495	n. 2030.00
-	TOTAL CORRECTIVE ACTION COSTS	the state of the s	ex account trails	to dilliberation	Yrs. Left =	5.00	\$12,476
-	TOTAL CORRECTIVE ACTION COSTS						\$267,000

Includes labor costs

^{**} All costs in 1996 dollars

PART B PERMIT APPLICATION, SECTION I-F TANK FARM UNIT CLOSURE PLAN

by: Thomas W. Watson, Inc.

May 9, 1997 Revised July 31, 1997

APPENDIX C ENGINEERING CALCULATIONS VERIFYING LANDFILL CLOSURE CAP DESIGN

Tuesday, August 05, 1997

Tom:

Following are the engineering calculations verifying the slab design on the Bonnell diesel refueling pad. These are based on the listed assumptions.

site eta.

- The slab is eight inches thick, poured with standard concrete (no fibermesh) having 28-day compressive strength of 3500 psi (typical strength for this application and climate). The concrete has a minimum air entrainment of 4.5 per cent (typical of this climate) and nominal aggregate size of three-quarters of an inch (typical for this application).
- It is a monolithic slab constructed with a trapezoidal plan area. It's dimensions are 40' x 25' x 14' x 22' with #4 reinforcing bars embedded approximately two inches below the top. The bars are grade 60 (the most commonly available inexpensive grade) and constructed of a 24-inch on-center square pattern.
- The subgrade is a sandy, silty clay typical of the soils observed in that area of the facility.
- The refueling pad will be used by forklifts weighing a maximum of 10,000 pounds and equipped with two axles (loading of 5,000 pounds per axle). The pad will be used for an average of ten refueling operations per day, five days per week, fifty weeks per year for thirty years. No heavier vehicles will use the pad.

The parameters listed below were derived using worst-case literature values for the subgrade soils and the foregoing assumptions.

- Modulus of rupture, Mg = 530 psi from Eq 2-1 in ACI 330R-87.
- Rebar area, Ab = 0.196 sq. in. For the given configuration this results in 0.098 sq. in. per linear foot of slab cross section.
- Modulus of subgrade reaction, k = 100 pci, California Bearing Ratio, CBR = 4,
 Resistance value, R = 10, and Soil Support Value, SSV = 2.3; from Table B-2 for k
 and CBR, and Table 2.4(a) for R and SSV (ACI 330R-87).
- Rebar yield strength, fs = 60,000 psi from Nilson, et al (1991).

The durability of the concrete is determined by its thickness and compressive strength. The reinforcing bars exist solely to control crack development during the curing process.

Design standards require the bond of steel reinforcement to the concrete must be sufficient so that the steel will yield before it is freed from the concrete. The minimum length of

embedment, called the development length, to ensure the steel will yield first is given by equation 8.4a in Merritt, et al (1996), for rebar smaller than #12.

For the Bonnell slab, the embedment length is appoximately eight feet. The minimum dimension of the slab is 14 feet, giving a factor of safety in excess of 1.5.

The minimum area of steel required per foot of slab width, A, is given by equation 2.2 in ACI 330R-87. For the Bonnell slab, A = 0.048 sq. in. per foot. This compares favorably with the design configuration of 0.098 sq. in. per foot; a factor of safety in excess of 2.0.

To evaluate the slab durability, we used the nomograph: Figure A-2 in Appendix A of ACI 330R-87. For the Bonnell slab and assumed refueling operations, the results indicate a flexural stress of 150 psi and stress ratio of 0.28. This stress ratio indicates an infinite number of fatigue cycles are possible without failure of the slab (from Figure A.3).

In conclusion, the Bonnell slab described above should not develop cracks either from concrete curing or fatigue loading under the assumed conditions. This conclusion is supported by empirical design standards included in ACI 330R-87 for fatigue, and by the fact the slab has been curing for more than six months without crack development. ACI 330R-87 suggests the Bonnell slab could withstand 700 operations per day by typically-loaded semi-trailer tanker trucks.

Andrew T. Zimmerman, P.E. Senior Licensed Engineer

REFERENCES

American Concrete Institute, 1987, "Guide for Design and Construction of Concrete Parking Lots." ACI Committee 330, Richard Albright, Chairman. American Concrete Institute, Farmington Hills, MI. Publication ACI 330R-87.

Merritt, F.S., M.K. Loftin, J.T. Ricketts, 1996, Standard Handbook for Civil Engineers, McGraw-Hill, New York, N.Y., 5th Edition.

Nilson, A.H. and G. Winter, 1991, Design of Concrete Structures, McGraw-Hill, New York, N.Y., 11th Edition.

TANK FARM UNIT CLOSURE CERTIFICATION

Prepared for the

William L Bonnell Company, Inc. Post Office Box 428 Newnan, Georgia 30264

July 1998

Revised February 1999

Prepared By
Thomas W. Watson, Inc.
110 Dartmouth Ave.
Avondale Estates, Georgia 30002

TANK FARM UNIT CLOSURE CERTIFICATION

TABLE OF CONTENTS

SECTION 1, INTRODUCTION	1-1
SECTION 2, CLOSURE ACTIVITIES SUMMARY	2-1
SECTION 3, CLOSURE CERTIFICATION	3-1
SECTION 4, NOTIFICATIONS AND DOCUMENTATION	4-1

LIST OF EXHIBITS

EXHIBIT	TITLE
A	Survey Plat, With Notification
В	Deed, With Notification
C	Bonnell Certification
D	Tank Farm Unit Cover System, As-built

by: Thomas W. Watson, Inc.

SECTION 1, INTRODUCTION

The William L Bonnell Company, Inc. (Bonnell), submitted plans to the Georgia EPD for closure and post-closure care of RCRA-regulated units at their Newnan, Georgia facility. These units, above-ground storage tanks (ASTs) formerly used to store virgin solvents and waste solvents, as described below, have been closed by Bonnell. The closure-post closure care plan was approved by the Georgia Department of Natural Resources, Environmental Protection Division (EPD), in a letter dated September 30, 1997.

The closure action removed the units from operation. This report certifies the AST units were closed according to procedures detailed in the approved plan.

SECTION 2, CLOSURE ACTIVITIES SUMMARY

In October 1996, The William L Bonnell Company, Inc., removed from service two ASTs: a spent solvent tank and a virgin xylene tank. The waste solvents accumulation tank (SWMU 7) had a capacity of 5000 gallons. It had been used to accumulate spent solvents generated from the paint line cleaning processes since 1970. The tank system had secondary containment since 1989.

The second tank, (SWMU 46), had a capacity of 10,000 gallons and was used to store virgin xylene. It had earlier stored virgin toluene.

Bonnell determined clean closure could not be achieved due to the presence of contaminated ground water and soil. Subsurface assessment of the contaminated soil indicated an irregularly shaped area approximately 42 feet by 35 feet, with a surface area of approximately 908 square feet, extending to a depth of approximately 20 feet. The volume of contaminated soil left in place under the unit is estimated to be approximately 672 cubic yards. The units were closed in place, therefore, according to the Closure Activities section in *Closure and Post-Closure Care Plan, Tank Farm Unit*, approved by EPD in September 1997.

To accomplish the stated goals, the closure activities consisted of waste removal, disposal, and decontamination of piping and structures as outlined below:

1. emptying and decontaminating the tanks and associated piping (October 1996 activities),

Revised February 1999

- 3. leaving in place the original secondary containment structure for the spent solvents tank and using the structure to secure a replacement tank used to store diesel fuel for operating plant vehicles,
- 4. converting the original virgin xylene containment area to a concrete cap, used for both unit closure cover and a refueling pad for plant equipment, and
- 5. providing erosion control for the hillside adjacent to the tank farm unit.

Bonnell has designed and constructed treatment systems for the contaminated soils and ground water according to the post-closure activities specified in Section 2 of the EPD-approved plan. On-going maintenance and monitoring of these systems is being performed along with other required post-closure activities.

SECTION 3, CLOSURE CERTIFICATION

An independent registered professional engineer was on site during representative activities to document the closure. Following are certifications by the owner/operator of the site and the independent registered professional engineer as specified in the EPD-approved closure plan.

The following specific points are relevant to the closure effort:

- Waste inventories have been removed and sent to an approved facility for treatment or disposal.
- Equipment and structures exposed to hazardous waste and/or hazardous materials
 either have been decontaminated and decontamination verified or have been removed
 and sent to an approved facility for treatment or disposal.
- Soils and groundwater exposed to hazardous waste and/or hazardous materials have been sampled and analyzed. Contaminated soils and groundwater either have been decontaminated, removed to an approved facility for treatment and disposal, or left in place with the units being closed as a landfill, including a 30-year post-closure care period.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations

Date

Mr. Terry D. Snell/

Manager Environmental

The William L Bonnell Company, Inc.

Date

Mr. Andrew T. Zimmerman, P. E.

Zimmerman Technical Services, Inc.

Georgia Registration No. 19729

SECTION 4, NOTIFICATIONS AND DOCUMENTATION

Exhibits attached to this report include:

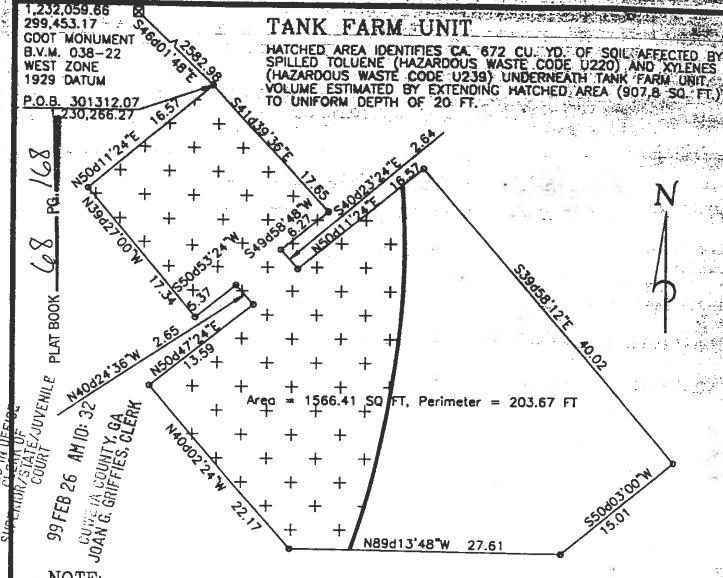
- a survey plat indicating the location and dimensions of each hazardous waste disposal unit (capped areas) or analogous landfill cells (contaminated soils left in place) with respect to permanently surveyed benchmarks. The plat was prepared and certified by a professional land surveyor. It contains a prominently-displayed note, as required by Title 40, Code of Federal Regulations, Part 264.116 (40 CFR 264.116) stating the owner's or operator's obligation to restrict disturbance of the hazardous waste disposal units according to the applicable regulations found at 40 CFR 264, Subpart G
- A property deed containing a notation as required under 40 CFR, 264.119
- A certification signed by the owner/operator, that the plat and deed have been to submitted as required
- An as-built drawing of the Tank Farm Unit cover system.

E X H B

A

EXHIBIT A

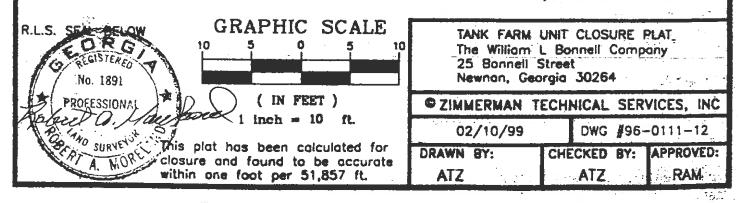
SURVEY PLAT, WITH NOTIFICATION

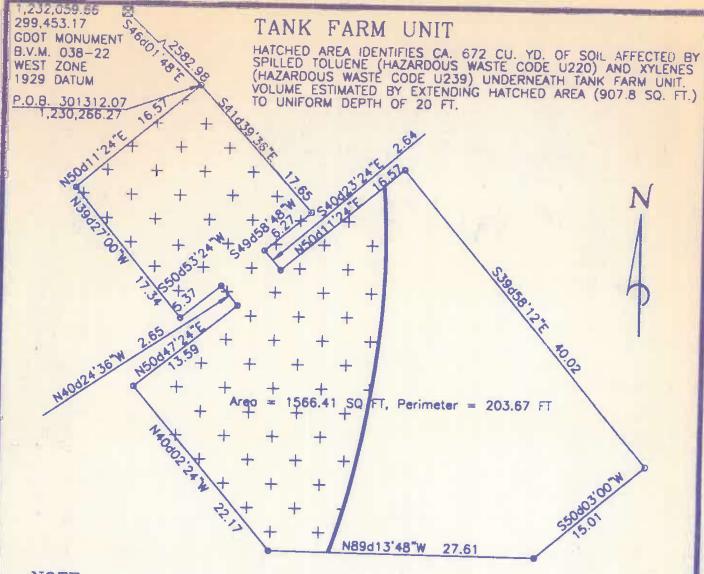


NOTE:

IN CITY OF NEWNAN, LL. #38, 5TH DISTRICT, COWETA COUNTY, GEORGIA: This plat describes real property in which hazardous wastes have been disposed and buried according to amendment of 40 CFR 265. Although the hazardous waste disposal facility is now closed, public health, environmental safety, and regulations issued by the United States Environmental Protection Agency (USEPA), adopted by reference by the Georgia Environmental Protection Division (GEPD), Rule 391-3-11-.10 (40 CFR 265.117(c)), requires post-closure use of the property shall never be allowed to disturb the integrity of the final cover or any other components of the containment system unless it can be demonstrated the proposed disturbance will not increase any risk to the public health or environment.

Survey and Plat by: ROBERT A. MORELAND, R.L.S., Woodbury, GA, TEL 770-553-5283

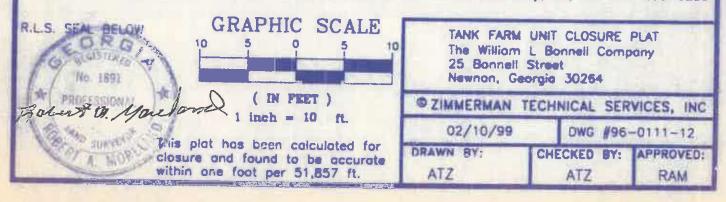




NOTE:

IN CITY OF NEWNAN, LL #38, 5TH DISTRICT, COWETA COUNTY, GEORGIA: This plot describes real property in which hazardous wastes have been disposed and buried according to amendment of 40 CFR 265. Although the hazardous waste disposal facility is now closed, public health, environmental safety, and regulations issued by the United States Environmental Protection Agency (USEPA), adopted by reference by the Georgia Environmental Protection Division (GEPD), Rule 391-3-11-.10 (40 CFR 265.117(c)), requires post-closure use of the property shall never be allowed to disturb the integrity of the final cover or any other components of the containment system unless it can be demonstrated the proposed disturbance will not increase any risk to the public health or environment.

Survey and Plat by: ROBERT A. MORELAND, R.L.S., Woodbury, GA, TEL 770-553-5283



E X H B

B

by: Thomas W. Watson, Inc.

EXHIBIT B

DEED, WITH NOTIFICATION

FILED IN OFFICE CLERK OF SUPERIOR/STATE/JUVENILE COURT

99 FEB 19 PM 12: 47

CONTROL COUNTY, GA
JOAN G. GRIFFIES, CLERK

BOOK 1355 PAGE 0075

STATE OF GEORGIA

COUNTY OF COWETA

Prepared by and After Recording, Return to

Edwin Williamson, Esq. Hunton & Williams 600 Peachtree Street, N.E. Suite 4100 Atlanta, Georgia 30308

DEED OF CONFIRMATION AND NOTICE

THIS DEED OF CONFIRMATION AND NOTICE, dated as of the 19 day of February, 1999, by THE WILLIAM L BONNELL CO., INC., a Delaware corporation (hereinafter referred to as "Owner")

RECITALS:

- A. This conveyance is not a transfer of real property for purposes of Section 48-6-1 of the Official Code of Georgia Annotated, as amended, but is a real estate notice filed in accordance with the Closure Plan (as hereinafter defined) and Georgia Rule 391-3-11-.10 (40 C.F.R. § 265.119(b)(1)), as more fully described herein.
- B. Owner is the current owner of the property located at 25 Bonnell Street, Newnan, Coweta County, Georgia 30263 (the "Property"). The legal descriptions for the parcels comprising the Property are attached hereto as Exhibit A.
- C. Owner has closed the hazardous waste tank farm unit on the Property pursuant to the Closure Plan and Post-Closure Care Plan (the "Closure Plans") submitted to the Georgia Environmental Protection Division on May 9, 1997 and July 28, 1997, respectively. Pursuant to the Closure Plans and Georgia Rule 391-3-11-.10 (40 C.F.R. § 265.119(b)(1)), Owner is required

to record a notation within the chain of title to the Property to notify subsequent owners of the Property of certain matters related thereto.

D. In order to comply with the provisions of the Closure Plans and the Georgia Rules for Hazardous Waste Management, Owner desires to execute and record this Deed for Confirmation and Notice in the Clerk's Office of the Superior Court of Coweta County.

CONFIRMATION AND NOTICE:

Owner hereby confirms that Owner is the record owner of the Property, subject to all easements, conditions, restrictions, and agreements of record that lawfully apply to the Property or any part thereof.

Owner, by recordation of this Deed of Confirmation and Notice, hereby gives notice of the following matters:

- 1. The Property has been used to manage hazardous wastes.
- 2. The use of the Property is restricted pursuant to Georgia Rule 319-3-11-.10 (40 CFR Subpart G, Section 265.117(c)).
- 3. A survey plat and a record of the type, location, and quantity of hazardous waste disposed of within the tank farm unit identified on the survey plat have been submitted to the Georgia Environmental Protection Division and the City of Newnan Planning Department.

This Deed of Confirmation and Notice is being recorded solely for the purpose of providing record notice of the above-recited matters, and does not otherwise alter or affect the Owner's to the Property.

IN WITNESS WHEREOF, the Owner has caused this Deed of Confirmation and Notice to be executed under seal on its behalf by its duly authorized representative.

OWNER:

Signed, sealed, and delivered in the presence of:

Witness Jefaul

THE WILLIAM L BONNELL CO., INC. a Delaware corporation

(CORPORATE SEAL)

Motary Public

My Commission Expires:

Notary Public, Coweta County, Georgia My Commission Expires June 27, 2002

(Notary Seal)

У

.

EXHIBIT A

The William L Bonnell Company, Inc. is the current owner of the property located 25 Bonnell Street, Newnan, Coweta County, Georgia 30263 (the "Property"). The legal descriptions for the parcels comprising the Property are attached hereto. The attached documents are Warranty Deeds and Indentures recorded at:

Deed Book 088, Page 355; Deed Book 106, Page 419; Deed Book 127, Page 636; Deed Book 130, Page 23; Deed Book 130, Page 60; Deed Book 131, Page 65; Deed Book 113, Page 629; Deed Book 113, Page 630; Deed Book 101, Page 405; Deed Book 158, Page 388; Coweta County, Georgia Records. MINIT BEED

BOOK 1355 PAGE 0079

化基层式 化基化化物质 化氯化矿 医黑人 化二乙烷基 化	COWETA_	COU	12.	- Lo. '-0
For and in consideration	on of the sum of		44	
		<u> </u>	- V 3,	* *
强雄争数别,强制国际领导。		ıd Ten	-/-	Dolla
		cknowledged Mae		Um W
Warrell Programme and the st	MANAGE AND THE RESERVE OF	sting under the la	1969 TO 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	T 15
geof the county of	Coweta	, State		
and sales and	s Stephen July 11 1 am	7 - 20		oy give, gra
	The state of the s	"阿克尔克",阿克尔克 克克克克克克克克克克克克克克克克克克克克克克克克克克克克克克克克克克		No.
of the county of	CoweLa	State of	Georgia, it	s_succes
issues and assigns, the fo	ollowing property, to-	wit:		
		or parcel of land		
except that porti	on of Lot 17 with	hin the micht of	H. Dent Subdivi	sion, 🤼
survey and platin	ade by J. Willia	m Ozmore under da		
Property of Lienn	ob, Inc. et al a	s follows:		
Sof Belt Road wher	the same inter	sects the northea	sterly boundary	of way
the tight of way	of said Belt Ros	d 189 2 Feet to m	southwesterly	along "
n property of Goodra Salong said Goodra	보기 발문하면 위 11 cm 위 (이) 시민입 V(0) 에 의 4 (ON DEPTERS OF MI	mitae Peres SOC I	ART PERSONS
(7) (4) (1) 医加克里里基础 (25) (2000) (4) (2) (2) (2) (2) (2) (2) (2)	taller art of a late and three man or bare to train and	(V final) teat in am	The Salard International probability	THE PERSON NAMED IN COLUMN 2 IN
italuminum pin: the	nce North 31 dee	along Goodrum pro	perty 470 feet	Lo an
	A CARL COMPANY AND DESCRIPTION OF THE PERSON			
West along proper	ty of Liennob 13	on pin; thence No. 2.6 Feet to prope	th 65 degrees :	37 minute
West along proper Wars W. S. Smith	ty of Liennob 13	2.6 feet to prope	th 65 degrees ty now or form	17 minute erly of
West along proper Wars W. S. Smith	ty of Liennob 13	on pin; thence No. 2.6 feet to proper degrees 20 minute Smith 333.9 fee	th 65 degrees ty now or form as West along the to the beginn	17 minute erly of
West along proper Wars W. S. Smith	ty of Liennob 13	on pin; thence No. 2.6 feet to prope degrees 20 minute. Smith 333.9 feet	th 65 degrees ty now or form s West along to to the beginn	17 minute erly of
West along proper Wars W. S. Smith	y of Liennob 13 thence North 65 cly of Nrs. W. A	on pin; thence No. 2.6 feet to proper degrees 20 minute Smith 333.9 fee	th 65 degrees ty now or form as West along the to the beginn	17 minute erly of
West along proper Wars W. S. Smith	y of Liennob 13 thence North 65 cly of Nrs. W. A	on pin; thence No. 2.6 feet to prope degrees 20 minute. Smith 333.9 feet from the first from the	th 65 degrees ty now or form as West along the to the beginn	in minute erly of he prop- ing point
West along proper Wars W. S. Smith	y of Liennob 13 thence North 65 cly of Nrs. W. A	on pin; thence No. 2.6 feet to prope degrees 20 minute. Smith 333.9 feet from the first from the	th 55 degrees ty now or form as West along the to the beginn	in minute erly of he prop- ing point
West along proper was a second proper was a second proper with the s	ty of Liennob 13 thence North 65 cly of Mrs.	on pin; thence No. 2.6 feet to prope degrees 20 minut. Smith 333.9 feet free note in the control of the contro	th 55 degrees ty now or form es. West along to to the beginn	in minute erly of he prop- ing point
West along proper with the series of the ser	ty of Liennob 13 thence North 65 cly of Mrs. A	on pin; thence No. 2.6 feet to prope degrees 20 minut. Smith 333.9 feet from 1966 n. 7. 1966 n. 196	th 55 degrees ty now or form s. West along to to the beginn (1) (1) (2) (3) (4) (5) (6) (7) (7) (7) (8) (8) (9) (9) (9) (9) (9) (9) (9) (9) (9) (9	in minute orly of the proping point (1988)
West along proper Mrs. Way, Smith, Entry now or forme for the forme of	ty of Liennob 13 othence North 65 cly of Mrs. A	thereto in anywise below	th 55 degrees ty now or form es. West along to to the beginn Compared to the beginn Grant to the beginn Compared to the beg	if minute orly of the proping point
West, along proper Mrs. 9. 37, 35mith Erty now or former Logother with all privileg And the said vene	ty of Liennob 13 thence North 65 cly of brs. A	thereto in anywise below to successors and vits	th 55 degrees ty now or form s. West along the to the beginn (2) ging in fee simple. There sourcedors and successors obsers/contents/co	orinistrators
West along proper Mrs. W. T. Smith Erty now or former Logother with all privileg And the said yene and assigns chall, the sai	ty of Llennob 13 thence North 65 cly of Nrs. A DIFFERENCE cs and appurtenances foravill and &k d property to the said	thereto in anywise belon to successors and successors and successors and the lawful demands of the lawful demands of	th 55 degrees ty now or form as West along the to the beginn the beginn to the beginning to t	if minute erly of he prop- ing point 30 66
West along proper Mrs. W. T. Smith Erty now or former Logother with all privileg And the said yene and assigns chall, the sai	ty of Llennob 13 thence North 65 cly of Nrs. A DIFFERENCE cs and appurtenances foravill and &k_l and apports to the said	thereto in anywise belon to successors and successors and successors and the lawful demands of the lawful demands of	th 55 degrees ty now or form as West along the to the beginn the beginn to the beginning to t	if minute erly of he prop- ing point 30 66
West along proper Mrs. W. T. Smith Erty now or former Logother with all privileg And the said yene and assigns chall, the sai	ty of Liennob 13 thence North 65 cly of Nrs. A cs and appurienances lotavill and &ki d properly to the said rant and defend agains the aigned and if	thereto in anywise below the successors and success	th 55 degrees ty now or form as West along the to the beginn the beginn to the beginning to t	orinklankon
West along proper Mrs. W. A. Smith Erry now or former former for the said vent and assigns shall, the said with all usigns forever warm to with the said vent for with the said vent fo	ty of Liennob 13 thence North 65 cly of Nrs. A cs and appurienances lotavill and &ki d properly to the said rant and defend agains the aigned and if	thereto in anywise below the successors and success	th 55 degrees ty now or form es. West along the to the beginn continued to the beginn continued to the beginn continued to the beginn different to the beginn being the simple to the beginn fee simple all persons whatever has becount of the beginning to the beautiful to th	minute or you of the prop- ing point //30
West along proper Mrs. W. A. Smith Erry now or former former for the said vent and assigns shall, the said with all usigns forever warm to with the said vent for with the said vent fo	es and appurienances of Lawill and kk 1 d property to the said to a signed and it construction and defend against the said to a signed and it constructs are signed as a signed as a signed and it constructs are signed as a signed	thereto in anywise below to successors and streets of all tracks of the lawful demands of the seal all track by the seal all tracks by the seal all tr	th 55 degrees ty now or form s. West along the to the beginn to the beginn car ging in fee simple. List powerabors and successors obcirs coverabors and all persons whatever has becreunto pr trs duly authority and delivered these	minute or you of the prop- ing point //30
West along proper Mrs. W. J. Smith erty now or former form	es and appurienances of Lawill and kk 1 d property to the said to a signed and it construction and defend against the said to a signed and it constructs are signed as a signed as a signed and it constructs are signed as a signed	thereto in anywise belong to successors and sits vendee which was a second at the lawful demands of the seal of the lawful demands o	th 55 degrees ty now or form es. West along the to the beginn continued to the beginn continued to the beginn continued to the beginn different to the beginn being the simple to the beginn fee simple all persons whatever has becount of the beginning to the beautiful to th	or minute or your propring point (1986) (198
West along proper Mrs. W. J. Smith erty now or former form	es and appurienances of Lawill and kk 1 d property to the said to a signed and it construction and defend against the said to a signed and it constructs are signed as a signed as a signed and it constructs are signed as a signed	thereto in anywise below the successors and the lawful demands of the lawful demands of the lawful demands of the seal of lawful demands of the lawful dem	th 55 degrees ty now or form s. West along the to the beginn to the beginn car ging in fee simple. List powerabors and successors obcirs coverabors and all persons whatever has becreunto pr trs duly authority and delivered these	minute or you of the prop- ing point //30
West along proper Mrs. W. J. Smith erty now or former form	es and appurienances of Lawill and kk 1 d property to the said to a signed and it construction and defend against the said to a signed and it constructs are signed as a signed as a signed and it constructs are signed as a signed	thereto in anywise belong to successors and sits vendee which was a second at the lawful demands of the seal of the lawful demands o	th 55 degrees ty now or form s. West along the to the beginn to the beginn car ging in fee simple. List powerabors and successors obcirs coverabors and all persons whatever has becreunto pr trs duly authority and delivered these	or minute or your propring point (1986) (198
West along proper Mrs. W. J. Smith erty now or former form	es and appurienances of Lawill and kk 1 d property to the said to a signed and it construction and defend against the said to a signed and it constructs are signed as a signed as a signed and it constructs are signed as a signed	thereto in anywise below the successors and the lawful demands of the lawful demands of the lawful demands of the seal of lawful demands of the lawful dem	th 55 degrees ty now or form s. West along the to the beginn to the beginn car ging in fee simple. List powerabors and successors obcirs coverabors and all persons whatever has becreunto pr trs duly authority and delivered these	minute proping point ing point

GEORGIA, COMETA	COUNTY.
Pror and in consideration of the sum of	
Other valuable consideration and Ten	Dollars.
in hand paid, the receipt of which is hereby acknowl	edged Dohagy Corporation
: La corporation organized and existing	under the laws of Georgia)
that the rounds of the control of th	
For the county ofCoweta	State of Georgia, do hereby give, grant,
	december of the second
of the county of Coweta	State of Georgia, its successors
heix and assigns, the following property, to-wit:	arcel of land lying and being in the
City of Newman, Coweta County, Georgi That portion of Lot 20 of Block F of	a, being Lots 16, 17, 18 and 19, and
sion lying southeasterly of Ponnell S being more particularly described in	treet (formerly Crombic Street), and accordance with survey and plat made
by J. William Ozmbre under date of 12 Finc. et al as follows:	/30/65 entitled Property of Llennob,
5.3 BEGIN of the intersection mestion mestion mestion mestion mestion of the southeast 11, side of Street, and run thence South 49 degre	ade by the southwesterly side of Fair Bouncil Street, formerly Grombie.
ssfreet and run thence south 49 degre liwesterly side of Fair Street 232 lead	es t finates last along the south- to an iron pin; thence South 34 degrees wn 121.7 feet to the right of way of
Central of Georgia Railroad; thence Nette northeasterly side of right of wa	viol Central of Georgia Pallroad
245.4 feet to Bonnell Stiert; thence Stine southeasterly side of Bonnell Str	North 40 degrees I minutes Last along
	If proceed course earlier, but A AAL 2 year
	Fixed to a country with a property of the prop
<u>@him.55</u>	White prey
Hogether with all privileges and appurtenances theret	高度的 (1) 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
And the said vendor will, and his its 6	And to suppose the
sand assigns shall. The said property to the said vende and assigns, lorever warrant and delend against the	Control for the control of the Contr
WITNESS WHEREOF. The said Dollar	y Corporation has hereunto caused its
Lorporace name to be signed and its so	XXXXXXXXXXXXX and delivered these presents this
day of zero in the second	1966 P. PORAGY CORPORATION
Signed, sealed and delivered in presence of us:	1 Service Haller
	President (SEAL)
Notary Public Services	(SEAL)

20、多次的重要的数据。1990

For and in consideration of and Ten Dollars, in hand paid, the receipt of which is bereby acknowledged, we, James T. Goodrum, Berryman T. Goodrum and Mildred Goodrum Heyward, individually, and as executors of the will of Mrs. Jimmy Lou Goodrum, deceased, do hereby give, grent, sell, alien and convey unto The William L. Bonnell Company, Inc. of the county of Cowets, State of Georgia, its successors and assigns, the following property, to-wit:

All that tract or percel of land containing 36.7 acres, All that tract of parcel of land containing 30.7 acres, amore or less, and located in Land Lots 27 and 38 of the Fifth Land District of Coweta County, Georgia, and being described in accordance with plat made by J. William Damore, dated April 19, 1966, recorded in Plat Book 9, page 141, Coweta County,

In accordance with plat made by J. William Damore, dated April 19, 1966, recorded in Plat Book 9, page 141, Coweta County, Georgia records, as follows:

BEGIN at the intersection of the curb on the northerly side of West Washington Street with the westerly side of Henry Street; and run thence North 7 degrees 3 minutes West along the westerly side of Henry Street 1120 feet to an iron pin; thence South 81 degrees 39 minutes West 620 feet; thence North 0 degrees 45 minutes West 660 feet; thence South 86 degrees 46 minutes West 596.6 feet to the Easterly side of right of way of Belt Road; thence southerly along the easterly side of Belt Road 449 feet; thence South 1 degree 20 minutes East 635.1 feet to the curb on the northerly side of West Washington Street; thence South 64 degrees 3 minutes East along the northerly side sof the curb of West Washington Street 806.5 feet; thence continuing easterly along the curb on the northerly side of West Washington Street 400 feet; thence North 14 degrees 8 minutes East 124.5 feet; thence South 14 degrees 8 minutes East 126 feet to the curb on the northerly side of West Washington Street; thence South 14 degrees 8 minutes West 160 feet to the curb on the northerly side of West Washington Street; thence South 15 degrees 155.4 feet.

Said property is bounded on the East by Henry Street and property of The William L. Bonnell Company and Llennob Inc.; on the West by Belt Road, and the West Inc of Land lots 27 and 15 the Fifth Land District of Coweta County, Georgia; on the South by West Washington Street and property of Willoughby?

the South by West Washington Street and property of Willoughby et al. L

mogether with all privileges and appurtenances thereto in anywise belonging in fee simple.

And the said vendors will, and their heirs, executors. administrators and assigns shall, the said property to the said vended, its successors and assigns, forever warrant and defend against the lawful demands of all persons whatever

IN WITNESS WHEREOF, the sald James I recoods T. Goodrum and Mildred Goodrum Heyward, Lindividually, and executors of the will of Mrs. Jimmy Lou Good

THIS INDEMTURE, made and entered into this the day of July, 1963, between Mac S: Bonnell and J. L. Glover, Executors of the Last Will and Testament of William L. Bonnell late of said county, deceased, party of the first part, and The William I. Ronnell Company, Inc., party of the second part, of the county of Cowela, State of Georgia.

That the said parties of the first by virtue of the power and authority wested in them by said will (Which has been duly probated in Solemn Form and recorded in

NOW: THEREFORE, the said parties of the first part, consideration of the premises and for the further consideration the swa of Ten Dollars and other valuable consideration, to them in hand paid, at and before the scaling and delivering of e presents, the receipt whereof is hereby acknowledged, bas granted, bargained, sold and conveyed, and hereby does grant; bargain, well and convey unto the said party of the second part its Successors and assigns a one-half undivided interest in and

It's Successors and assigns a phe-half undivided interest in and to the following described tract or parcel of land lying and being the following described tract or parcel of land lying and being the southwest side of Temple Avenue in the City of Newman, Lowers County Georgia, containing 3.3943 acressed to the southwester of the property of the southwester of the southwester of the property of the southwester
TO HAVE AND TO HOLD the dame legether with the rights ind appurtenances thereunto belonging, or in anywise

1	¥,		й	3	ſ	H	ì
177	74	10	78	7	=	31	7



				THE RESERVE OF THE PERSON NAMED IN	
EORGIA,	and the second second	A	A December 2	and the first section of	
A STATE OF THE STA		3. 30. 3	10 miles		the section of
PORCIA:	企业				
LUICIA,	- H-11-11-11-11-11-11-11-11-11-11-11-11-11	-3×2-10(0)(1)	TA MAKE	42 - 20 at 1/2 1/2	
or and in cons	V 14 / 4	J. S. K. 15.	وسروا والمراجا والمارة	MARK COLD SHOP	Territorial delications
医一种 电影 电		4. 9. 4. 7. 2.			
or min in tous	ineration of	rue sauu ot	建筑中的	CONTRACTOR OF THE PARTY OF THE	
	以开口 [1]				
			2 may 2 2 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		
THE PERSON NAMED IN COLUMN				1.00	414 B
	医异体性	7.0	2.3		只要这些大概的

in hand paid, the receipt of which is hereby acknowledge	ed - I Mae S. Bonnell
医不合理性 经工程 医水体 医二氏环	The second second
THE WAY THE WAY TO SERVE THE THE TANK T	State of Georgia, do hereby give, gran
on the bounty of Arthur Cowers 14 12 12 12 12	Stale of Georgia, do hereby give, grain
sell, alien and convey unto "The William 1." honr	iell Company, Inc.
	"是一个"的"一个"的"一个"的"一个"的"一个"。 第一个
of the county of * Coveta _ f = 2	State of Georgia With Buccessors
heirskand assigns, therefollowers mympoles for not	The State Office of the appropriate that a province develop
norskand assigns, the following property to wit a coto the following property, to-wit:	ne mail individed interest in and
All that certain tract or parcel side of Temple Avenue in the City of Ne acontaining 3.3943 acres, more particula BEGIN at a point of intersection of the Avenue With the northwesterly side of Estreet, said point of intersection being tun thence South 40 degrees 39 minutes	of land located on the southwest
containing 3.3943 acres, more particula	rly described as follows:
Avenue with the northwesterly side of H	e Southwesterly side of Temple
Street, said point of intersection bein	g marked by an iron pin and
run thence South 40 degrees 39 minutes side of Bonnell Street 427.82 feet to a of Central of Georgia Railroad; thence	railroad from and right-of-way
OI Central of Georgia Railroad; thence West along the northeasterly side of ri	North 41 degrees 23 minutes
Nest along the northeasterly side of ri Railroad 375,90 feet to an iron pin and North 42 degrees 49 minutes Tast along	to property of Fargason; thence
Railroad 3/3,90 feet to an iron pin and North 42 degrees 49 minutes East along to an Iron pin on the scuthwesterly sid South 48 degrees 29 minutes East along Avenue 357.85 feet to the beginning poisurvey and plat made by Clarence 7. Whi	property of Fargason 381.37 feet and of Temple Avenue thence
South 48 degrees 29 minutes East along	the southwesterly side of Temple
survey and plat made by Clarence J. Whi being recorded in Plat Book 4, page 43,	te, Jr. Said survey and plate kee
Deing recorded in Plat Book 4, page 43,	Coweta County; Georgia records.
S SHITTING	
	GEORGIA COWETA COUNTY CLERK SUPERIOR COURT
	19/03AI 5 1915 30 DAY OF CHES
	FILED IN DEFICE THIS TO DAY OF CHECK SUPERIOR COURT FILED IN DEFICE THIS TO DAY OF CHECK THE THIS TO DAY OF CHECK THE THIS TO DAY OF CHECK THE THE THIS TO DAY OF CHECK THE THE THIS T
	Wallan Bru
ogether with all privileges and appurtenances thereto in	[18] [18] [18] [18] [18] [18] [18] [18]
And the and vendor will, and the her	heirs, executors, administrators,
nd assigns shall. The said broperty to the said yendee "	Manual Property of the Control of the Land of the Land
nd assigns, forever warrant and defend against the lawl	ul demands of all persons whatever
IN WITNESS WHEREOF, The said Mae S	Bonnell State of the Bonnell
as hereunto set has ther hand affixed his ther	of the decided of the second sections
iggradulated and delivered in presence of us:	
If the first state of the state	THE TANK OF THE PARTY OF THE PA
	CEAL COLUMN
TOTALLY STATE OF THE STATE OF T	
[2] · · · · · · · · · · · · · · · · · · ·	PARTY TO SELECT THE PARTY OF TH

GEORGIA, COMETA COUNTY.

THIS INDENTURE made and entered into this 6th day of June, 1961, by askew Lumber Company, Inc., acting through its duly appointed agent and attorney in Fact, The william L. Bonwell Company, Inc., as party of the first part, and The william L. Lonnell Company, Inc. , as party of the second part, witnesseth:

THIT WHERE'S, heretofore on the 23rd day of September 1959, Iskew Lumber Company, Inc. executed a certain deed with power of sale to The william L. Schmell Company, Inc. to secure a debt of Thirty Five Thousand (335,000.00) Jollars, as set out in sald deed, which deed is recorded in Deed Book 92, rolio 472.

in default both as to principal and interest, and the said The illiam L. Bonnell Company, Inc. elected to declare the entire amount or same due; and

which S, The william L. Bonnell Company, Inc., according to the torms or said security deed, after advertising the said lands for sale once a week for four wooks, preceding the date of sale, in the Herman Times-Herald, the newspaper baving a eneral circulation in Cometa County, and being the paper in which Sheriff advertisements are advertised, did expose said lands for sale to the highest and best bidder for cash on the first Tuesday in June 1961, and fully complied with the laws in such cases rade and provided, and

LAMERO S, the said land was knocked off at said sale
o The william L. Donnell Company, inc.

The payment of the said sum of Eleven Thousand and 00/100

L'GLOVER

Dollars, the said rokew Lumber Company, The william L. Bonnell Company sell and convey unto the said party of the second part, the property described in said security deed, to-wit

All that tract or parcel of land situate lying and being in Land Lot No. 9 of the Second Land district of Coweta County, Georgia, and partly within the City of Newmon, note particularly described as rollows:

Alexander of the intersection of the side of right-of-way of the kilanta & West Point Reilrond with the North line of said Lot No. 5, which point is married by a 6' > 6' concrete marker, and run thence North & degrees 30 minutes that along said Borth line of Lot No. 9, 756 feet, note or less, to right-of-way of Central of Georgia Railway, which point is marked by a 6' = b' concrete marker; thence southeasterly along gaid right-of-way 455 feet, more or less, to a stake on the Last line of said Lot No. 9; thence south i degree 30 minutes has line of said Lot No. 9; thence for less, to a stake on the right-of-way of the All Line of Lot No. 9 to a stake on the right-of-way of the All Line of Lot No. 9 to a stake on the right-of-way of the said right-of-way 165 feet, more or less, to beginning point.

Charles along the Lash side of tract herein conveyed and subject to an easement for a street running along the South side of right-of-way of from the above described property is property deeded to the relanta to west found Railroad Company by skew Lumber Company as shown by deed recorded in Deed Book 42, page 572 reference to which deed its hereby rade for a more particular description of the property excepted by this deed. property described in said security deed, to-wit: WSaid property is conveyed subject to a prior security deed executed by Askew Lumber Company, Inc. to Wewnau Federal Salvings to Loan Association, which deed is recorded Deed Book So, page 3/1 Cowetas County, Secreta, Mecords HAN WITNESS WIEREGF the said Askew Lumber Company, Lonnell Company its Attorney in Fact The William has mereunto caused ats corporate name to be signed and uly, and legally qualified officers the day, and SKEW LUMER COMMENT Ly its attorney to E THE WILLIAM L EDORREE CLERK SUIFFICE COURT , AN REZURDED IN BOOK 10 /





GEORGIA,	PORE 783-MURRAY, PRINT CH-MEWHAN,
	·
For and in consideration of the sum of	BOOK 1355 PAGE 008
Fifteen hundred and 00/100	Dollar
in hand paid, the receipt of which is hereby ac	knowledged, I, Lee Rogers
	i i
of the court	
sell slies and	State of Georgia, do hereby give, gran
	. Bonnell Company, Inc.
of the county ofCoweta	State ofGeorgia, its successors
heirs and assigns, the following property, to-wil	Julie of Georgia, its successors
Sonnell Company, Inc., and run ther long the northeasterly line of sailent Estate Subdivision and southwe entral of Georgia Railway; thence	M LIEUE NO. II, Block B of Ton W
ormerly Kidd Estate; thence southe f said Tract No. 11 130 feet to pr	South 51 degrees west 183 feet, more aid Tract No. 11 and property now or asterly along the southwesterly line
ormerly Kidd Estate; thence southe	South 51 degrees west 183 feet, more aid Tract No. 11 and property now or asterly along the southwesterly line
ormerly Kidd Estate; thence southe f said Tract No. 11 130 feet to pr	South 51 degrees west 183 feet, more aid Tract No. 11 and property now or asterly along the southwesterly line
ormerly Kidd Estate; thence souther f said Tract No. 11 150 feet to pronnell Company, Inc.; thence north roperty of The William L. Bonnell County, Georgia Real Estate Transfer Tax Paid \$ Date Clerk of Superior Court	South 51 degrees west 183 feet, more aid Tract No. 11 and property now or asterly along the southwesterly line operty now owned by The William L. 51 degrees East 183.5 feet along Company, Inc. to beginning point. Georgea, Cowera County, Clerk Superfibr Court fled in perice, this 2 day of January 19 69 Aug. 10 M. RECORDED IN BOOK 153 PAGE 330. THIS 2 DAY OF JERK
ormerly Kidd Estate; thence souther formerly Kidd Estate; thence souther formerly Company, Inc.; thence norther the French of The William L. Bonnell County Georgia Real Estate Transfer Tax Paid \$ Date Clerk of Superior Court ether with all privileges and appurtenances ther	South 51 degrees west 183 feet, more aid Tract No. 11 and property now or asterly along the southwesterly line operty now owned by The William L. 51 degrees East 183.5 feet along Company, Inc. to beginning point. GEORBIA, COWETA COUNTY, CLERK SUPERIDE COURT FLEED IN DEFICE, THIS 2 DAY OF ALCOHOLD IN BOOK /5.3 PAGE 23. THIS 2 DAY OF A
ormerly Kidd Estate; thence souther f said Tract No. 11 150 feet to pronnell Company, Inc.; thence north roperty of The William L. Bonnell County, Georgia Real Estate Transfer Tax Paid \$ Date Clerk of Superior Court Clerk of Superior Court And the said vendorwill, and his	South 51 degrees west 183 feet, more aid Tract No. 11 and property now or asterly along the southwesterly line operty now owned by The William L. 51 degrees East 183.5 feet along Company, Inc. to beginning point. GEORBIA, COWETA COUNTY, CLERK SUPPRIDE COURT FLED IN DEFICE, THIS DAY OF COUNTY FLED IN POOK /53 PAGE 32. THIS DAY OF CLERK SUPPRIDE COURT FLED IN PAGE 33. THIS DAY OF CLERK SUPPRIDE COURT FLED IN PAGE 33. THIS DAY OF CLERK SUPPRIDE COURT FLED IN PAGE 33. THIS DAY OF CLERK SUPPRIDE COURT FLED IN PAGE 33. THIS DAY OF CLERK SUPPRIDE COURT FLED IN BOOK /53 PAGE 34. THIS DAY OF CLERK SUPPRIDE COURT FLED IN BOOK /53 PAGE 34. THIS DAY OF CLERK SUPPRIDE COURT FLED IN BOOK /53 PAGE 34. THIS DAY OF CLERK SUPPRIDE COURT FLED IN BOOK /53 P
ormerly Kidd Estate; thence souther formerly Kidd Estate; thence souther formerly Company, Inc.; thence north the souther operty of The William L. Bonnell County, Georgia Real Estate Transfer Tax Paid; Date Clerk of Superior Court Clerk of Superior Court And the said vendorwill, and his assigns shall, the said property to the said years.	South 51 degrees west 183 feet, more aid Tract No. 11 and property now or asterly along the southwesterly line operty now owned by The William L. 51 degrees East 183.5 feet along Company, Inc. to beginning point. GEORBIA, COWETA COUNTY, CLERK SUPPRIOR COURT PLED IN DEFICE, THIS DAY OF PAGE 33 THIS DAY OF LERK 11 DAY OF LERK LERK 11 Successors
cornerly Kidd Estate; thence souther said Tract No. 11 150 feet to pronnell Company, Inc.; thence north roperty of The William L. Bonnell County, Georgia Real Estate Transfer Tax Paid \$ Date Clerk of Superior Court And the said vendor will, and his assigns shall, the said property to the said vendor assigns, forever warrant and defend against the IN WITNESS WHEREOF, The said	South 51 degrees west 183 feet, more aid Tract No. 11 and property now or asterly along the southwesterly line operty now owned by The William L. 51 degrees East 183.5 feet along Company, Inc. to beginning point. CEORBIA, COWETA COUNTY, CLERK SUPPRIDE COURT PLED IN OFFICE THIS DAY OF PAGE 33. THIS DAY OF PAGE 34. THIS DAY
ormerly Kidd Estate; thence souther formerly Kidd Estate; thence souther formerly Company, Inc.; thence north roperty of The William L. Bonnell County, Georgia Real Estate Transfer Tax Paid \$ Date Clerk of Superior Court Clerk of Superior Court And the said vendorwill, and his assigns shall, the said property to the said vendor assigns, forever warrant and defend against the IN WITNESS WHEREOF, The said hereunto set hishand, affixed his hereunto set hishand, affixed his	South 51 degrees west 183 feet, more aid Tract No. 11 and property now or asterly along the southwesterly line operty now owned by The William L. 51 degrees East 183.5 feet along Company, Inc. to beginning point. GEORBIA, COWETA COUNTY, CLERK SUPPRIDE COURT FILED IN DEFICE, THIS DAY OF PAGE 33 THIS DAY OF LERK SUPPRIDE COURT IS GOVERN BOOK 15.5 PAGE 33 THIS DAY OF LERK SUPPRIDE COURT IS GOVERN BOOK 15.5 PAGE 33 THIS DAY OF LERK SUPPRIDE COURT SILERK SUPPRID
cornerly Kidd Estate; thence souther said Tract No. 11 150 feet to pronnell Company, Inc.; thence north roperty of The William L. Bonnell County, Georgia Real Estate Transfer Tax Paid \$ Date Clerk of Superior Court And the said vendor will, and his assigns shall, the said property to the said vendor assigns, forever warrant and defend against the IN WITNESS WHEREOF, The said	South 51 degrees west 183 feet, more aid Tract No. 11 and property now or asterly along the southwesterly line operty now owned by The William L. 51 degrees East 183.5 feet along Company, Inc. to beginning point. GEORBIA, COWETA COUNTY, CLERK SUPPRIDE COURT FILED IN DEFICE, THIS DAY OF PAGE 33 THIS DAY OF LERK SUPPRIDE COURT IS GOVERN BOOK 15.5 PAGE 33 THIS DAY OF LERK SUPPRIDE COURT IS GOVERN BOOK 15.5 PAGE 33 THIS DAY OF LERK SUPPRIDE COURT SILERK SUPPRID
ormerly Kidd Estate; thence souther formerly Kidd Estate; thence souther formerly Company, Inc.; thence north roperty of The William L. Bonnell County, Georgia Real Estate Transfer Tax Paid \$ Date Clerk of Superior Court Clerk of Superior Court And the said vendorwill, and his assigns shall, the said property to the said vendor assigns, forever warrant and defend against the IN WITNESS WHEREOF, The said hereunto set hishand, affixed his hereunto set hishand, affixed his	South 51 degrees west 183 feet, more aid Tract No. 11 and property now or asterly along the southwesterly line operty now owned by The William L. 51 degrees East 183.5 feet along Company, Inc. to beginning point. GEORBIA, COWETA COUNTY, CLERK SUPPRIDE COURT FILED IN DEFICE, THIS DAY OF PAGE 31 THIS DAY OF LERK 11 6 A 1 2 4 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A
cormerly Kidd Estate; thence souther said Tract No. 11 150 feet to pronnell Company, Inc.; thence north roperty of The William L. Bonnell County of The Superior Court County of Superior County of Superior County of The Said vendor will, and his assigns shall, the said property to the said vendor assigns, forever warrant and defend against the IN WITNESS WHEREOF, The said hereunto set his hand, affixed his day of	South 51 degrees west 183 feet, more aid Tract No. 11 and property now or asterly along the southwesterly line operty now owned by The William L. 51 degrees East 183.5 feet along Company, Inc. to beginning point. GEORBIA, COWETA COUNTY, CLERK SUPPRIPR COURT FILED IN OFFICE, THIS DAY OF PAGE 28 THIS DAY O

GEORGIA COWETA COUNTY

For and in consideration of the sum of Dther valuable consideration and Five Dollars, in hand paid, the receipt of which ledged, I, William L. Bonnell, of the County of Coweta, State of Georgia do hereby give, grant, sell, alien and convey linto Llennob, Inc. , a corporation, of the county of Coweta, State of Georgia, its successors and assigns, the following property, to wit

All that tract or parcel of land located in the City of Newman, Coweta County, Georgia, out of Land Lot 18 of the Fift Land District, Coweta County, Georgia, being more particularly described as follows:

Land District, Coweta County, Georgia, being more particularly described as follows:

BEGIN at a railroad Iron pin, marked A on plat made by 1.7. Mattox, which said Iron pin is located on the southwesterly side a corner of Georgia Railroad right of way and marks the southeast corner of Tract 11 of the Joe H. Dent Estate Subdivision and the southeast corner of the property herein conveyed, and also marks the northwest corner of property by The Saramar Corporation; run thence North 42 degrees 0 minutes West along the southwesterly side of the Central of Georgia Railroad right of way 500 feet to an iron; thence North 39 degrees 30 minutes West 196 feet to an iron; thence North 39 degrees 30 minutes West 196 feet to an iron; thence North 34 degrees 0 minutes West 753 feet to an iron; thence North 64 degrees 30 minutes West 314.7 feet more or less; to the south easterly side of the right of way of Belt Road; thence Southwesterly along the southeasterly side of right of way of Belt Road 406 feet; thence North 89 degrees 22 minutes East 600 feet, more or less; to an iron pin; thence South 1 degree 0 minutes East 660 feet to a point on the South line of Land Lot 38; thence North 17 degrees 30 minutes East 820 feet to an Iron axle; thence North 17 degrees 0 minutes East 210 feet to Tract No. 11 of the Joe H. Dent Estate Subdivision; thence South 139 degrees 30 minutes East 820 minutes East 210 feet to Tract No. 11 of the Joe H. Dent Estate Subdivision; thence South 139 degrees 30 minutes East 820 minutes East 210 feet to Tract No. 11 of the Joe H. Dent Estate Subdivision; thence South 139 degrees 30 minutes East 820 min

Reference is hereby made to plat made by T. Y. Mattox sentitled property of Llennob, Inc., which plat is recorded in Plat Book 3 page /05 Coweta County records.

The above described property being the same property purchased by William I. Bonnell from Kary McNeil recorded Deed Book 86, page 137 Coweta County records; from Mrs. W. H. Smith recorded Deed Book 84, page 176, Coweta County records; from Charlie M. Saxon recorded Deed Book 77, page 528; from Mrs. Bertha K. Dial recorded Deed Book 77, page 627 Coweta County records; from Mrs. Fannie Sue W. Kidd recorded Book 74, page 606 Coweta County records, and from Mrs. Pannie Sue W. Kidd recorded Deed Book 81, page 387 Doweta County records.

Said property is deeded subject to an easement of Central of Georgia Railroad through Tract il of the Joe H. Dent Estate Subdivision for easement for spur track and is deeded subject to easement for tounty groad applying to the morthwest side of Tract 17 of the Joe H. Dent Estate Subdivision

ALSO, All that certain tract or parcel of land lying and being in Land Lots 27 and 38 of the Fifth Land District of Coweta County Georgia, and being out of Tract No. 18 of property of Joe H. Dent Estate a plat of which Subdivision is recorded in Deed Book 37.

Estate ha plat of which Subdivision is recorded in Deed Book 37, page 551; Coweta County records. Said property is more particularly described as follows:

BEGIN at a point on the southwesterly side of right of way of Central of Georgia Railroad, which point marks the southeast corner of property of The Saramar Corporation and the northeast corner of property herein conveyed, and run thence South 84 degrees 0 minutes West 822.5 feet to an iron marking the southwest corner of property of The Saramar Corporation and run thence South 65 degrees 45 minutes East 250 feet; thence North 44 degrees 36 minutes 24 second East 723 feet to the southwesterly side of the Central of Georgia

(Auth 088 Air 356

Rallroad right of way; thence North 42 degrees D minutes West a along the southwesterly side of right of way of Central of the Georgia Railroad 250 feet to the beginning point

Fogether with all privileges and appurtenances thereto in anywise belonging in fee simple

and assigns shall, the said property to the said vendee its successor and assigns, forever, warrant and defend against the lawful demands of all persons whatever.

IN WITNESS WHEREOF, The said William L. Bonnell has bereunto set his hand, affixed his seal, and delivered these presents this first day of January, 1959.

Signed, sealed and delivered

in the presence of us:

Doubly Waller

Notary Public State of Georgia Hotary Public State of Georgia Thy Point Stores Nov. 5, 1960

Flied in office this 33 say of A Page 355-356 This 3 Day of War and A Page 355-356 This 3 Day of A Page





		No later		法法的	A Marie
ASTATE O	EORGLA Count	y of Co			
T ASSESTED INDEA	NTURE, Made this	an and and and and and and and and and a			
Tear of Our L	ord Dne Thousand Y	line Hundred an		wo was a second	
	11 Eaule (form	· · · · · · · · · · · · · · · · · · ·	SPECIFICACIONES . AST		
is of the State of	Georgia	and County of	Corata .	The first	Late Tild
The Willi	am L. Meonnell	Company, Inc			in the second
and the State of	Georgia	And County of	Covera Pr	the be	cond park
The second secon	TH: That the said par	rt y of the fire	part, for and in	Consideration of	he sum of
Ten Dolla.	t and haforn the			14.4	Dollars,
as hereby ackno	it and before the se wledged, ha = gra	inted, bargained,	sold and convey	ed and by theke	in a same
salino co granta	bargain, sell and con	vey unto the said	party series	ne second mare - 3	ita as
Lot No. 57 of on the west	ns, all that tract or p f the 5th Disti side of D. S. I	rict of Cowe	ta (County)	Georgia, lo	cated .
particularly	described as	follows: 🛴		Toperty is	more;
Street run	a point on the	intersection	OI TO CHE	lighway 29 a	nd Phillip
degrees west	580 feet, ther	ice south 0	e or Philli degrées 45	ps Street n minutes eas	orth 85 t 373 / 33
of U. S. High	way No. 29: th	ence northe	east 442 Te	etofathe w	est side
is the same n	roperty deeded	to Herbert	mrng-point	Faland pro	perty
exception of	a trianglé on	the couth to	eraycounty:	Records, wi	th the
Deed from Her	bert A McKova	to William	cy conveye	d by Warrant	y
Deed Book 67	page 281. in	the Office			
Product of Come	ta County, Geo r 1962 shall b	rgia.			
TO HAVE A	ND TO HOLD the B	ald tract or parce	of land with a	line Stanting St.	e Flohts
	urtenances thereof, are use, benefit and be			in anywise appe	rtaining,
· Single Community ,	, forever, in Fee Siπ			second part, 1	
AND THE SA		e first part, for			helrs,
	ministrators, will war y, unto the said part			nt and little to the success ts I will be and	te above
The second second	s of all persons whor				
	WHEREOF, the said	and the second s	the first part h	a B., hereunto s	her
DIAD 4 CHES	and delivered in pres	at the second			
Pull Soll		Mae	Bonnell Sav	in South	(Seal)
Land Canvings on Expire	25 Jan. 8: 1934	UMENIARY DOCUMENT	ARY POCIMENTAL	1 S	
HA, COWETA COUNTY, ELERN	SUPERIOR COURT				
office, this seconded in Bo					0
1-71-2012-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	Fig. of the last		A STATE OF THE STA		
。1987年1月2日 (1987年) F. A. Davida, 1987年1日 1日 1	1 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A	デ M D Table Light A A Sec	AT BOTH OF COURSE OF STREET	and the second s	C. Armel 2011 (1998).

Other valuable consideration and Five	The state of the s
on hand paid, the receipt of which is hereby acknowledge.	edged Mac S Bonnel 1
The Bridge Court of the Court o	
of the county of Fulton	State of Georgia do hands
of the county ofFulton sell, elien and convey unto The William L. Bo	本的"有"的"有"的"一"的"P"的"我们"的""有"的"有"的"有"的"有"的"有"的"有"的"有"的"有"的"有"的"
of the county ofCoweta	State of Georgia, its successors
sheice and assigns, the following property, to-wit:	
Georgia, and more particularly describ plat made by T. Y. Mattox on Pugust 22 page 263. Coweta County Georgia reco	red in accordance with sorvey and 1957, and recorded in Plat Book 2, rds as follows: side of Phillips Avenue, which point Deed Book 60, page 363, Coweta County, rom intersection of South side of of right-of-way of U. S. Highway No. of Phillips Avenue, and from said southern side of Phillips Avenue and southwesterly along the curvature continuing along the eastern side Road South 6 degrees 10 minutes as 00 minutes East 190 feet to property mpany, Inc., thence North 1 degree of property of The William L. Bonnell North and West by Phillips Avenue,
together with all privileges and appurtenances thereto	in anywise belonging in fee simple
And the said vendor will, and his her	heirs, executors, administrators
and assigns shall, the said property to the said vendee with the lack or said with the lack of the said with the said property to the said with the sa	Lts successors and assigns
has hereunto set his _her_hand; offixed hisx_	
Figured product — A. I.	19 65 7 7 3 3 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3
Gigned, scaled and delivered in presence of us:	
The Bylle	(SEAL)
Notary Public	(SEAL)

EGEORGIA,	COWETA	COUNTY.	₩ New Year
Tor and in consideration of	the sum of		
Other valuable con	sideration and Ter	1	Dollars,
in hand paid, the receipt of			
	2000年1月2日 1月2日 1月2日 1月2日 1日2日 1日2日 1日2日 1日2日	10 10 10 10 10 10 10 10 10 10 10 10 10 1	المراج وبوري ويوني المالية
description of the county of	Coveta		
s sell, alien and convey unio	37The William L. 1	Sonnell Company To	giz, do hereby give, grant,
		"我们我们是这个人,我们是这个人的。"	
is of the county of		State ofGeo	orgia, its successor:
Assigns, the follow All that c City of Newman, Cowe District, and being except that portion of which subdivision Georgia records, and survey and plat made Property of Llennob BECIN at a of Belf Road where I 17 of the said Joe N the right of way of property of Goodrum; along said Goodrum pr minutes East along Go North 81 degrees 39 m aluminum pin; thence Llennob, Inc. 778.6 West, along property of Missiw M. Y. WSmith; the erry now or formerly	ertain tract or part of County, Georgia all of Lot 17, Bloof Lot 17, Bloof Lot 17, Bloof Lot 17, Bloof Lot 17, Within the set of Lot 18, William Ozman Lot 18, Dent Subdivision Said Belt Road 389 thence North 86 droperty to an Iron codrum property 66 minutes East along North 31 degrees feet 10 an iron pin 112, 66	the right of way of he right of way of he d Book 37, page 5: sularly described in more under date of 1 lows: heasterly side of the northeasterly the northeasterly; run thence southway the south of the to an aluminate of the feet to property of the feet to property now sees 20 minutes west the same of the feet to the feet	of the Fifth Land Subdivision, Belt Road, a plat 0, Coweta County. 1 accordance with 12/30/65, entitled he right of way boundary of Lot resterly along num pin and to ast 596.6 feet 0 degrees 45 num pin; thence 70 feet to an mag property of degrees 37 minutes or formerly of along the prop
		Children	100 130 130 130 130 130 130 130 130 130
together with all privileges n	nd appurtenances theret	o in anywise belonging in f	eo simple.
And the said vendor	isvill and he its su	ccessors and American	The state of the s
and assigns shall, the said pr	The second secon	oszeriodc <u>zyz</u> xxxxidk, <u> </u>	exekter xxkoonistrators x
and usigns, forever warrant in 2 IN WITNESS WHELE corporate name to be			
Proceduration of the second			uly authorized orfic veroi them presents this
177 - 148 AL SERVICE THE PROPERTY OF THE PARTY OF THE PA	建筑的一种。	<u> 1966 .</u>	人。有可能
意igned, scaled and delivered i ニカトル イル	n presence of us:	MAEGA CORPORAT	tion (
	W =	Attest:	/ (SEAL)
NBLary Public			Secretary (SEAL)
			· · · · · · · · · · · · · · · · · · ·

GEORGIA,	COVETA	COUNTY.	
is or and in considera	tion of the sum of	N	
AL INTERNATION	e consideration and	(新····································	Dollars,
	eipt of which is hereby ac	knowledged, <u>Dohasy Cor</u> :ting under the laws (
	A property of the second	国家的,但是 是一个人的	The state of the s
The sell alien and conve	Cowera	, State of Ge	orgia, do hereby give, grant
一种企业	医外侧管 医唇红性脑炎 医经疗原本的	约图 各种图形的分 毛耳飞气力	これがありかれた。(2) (2) (2) (2) (2) (2) (2) (2) (2) (2)
TO STANDARD THE STANDARD TO ST	APP	State of Georg	1a, 1ts successors
All City of Newman that portion o sion lying sod being more par by J. William	, Cowera County, Ge E Lot 20 of Block W theasterly of Ronne Licularly described Ozmbre under date o	or parcel of land lyi orgia, bein, Lots 16, of the Cometa Fair A 11 Street (formerly C in accommon tills i 12/3)/6 entitled P	17, 18 and 19, and ssociation Subdivi- rombic Street), and urvey and plat made
Street with the Street; and rules was to side with the side was to	N ar the intersectic southeasterly side thence South 49 dof Fair Street 232 trains a such as the south 49 dof Fair Street 232 trains a such as the south 49 do right of the south 49 side of right of Bonnell Street the	on made by the southwe of Bonntil Street egrees 6 minutes Last feet to 21 from pin; Brown 121.7 feet to ce North-42 degrees 7 feet North 40 degrees Street 70.7 feet to	formerly Grombie. along the south- thence South 34 degrees the right of way of minutes West along eorgia Paliroad I minutes Tast along
			*
		1964 11/25 SA	aglis 66 cel breez
	**	in the second	
A STATE OF THE STA	The second second	thereto in anywise belonging	1. A
的对于1000年的1900年的1900年的1900年的1900年的1900年的1900年的1900年的1900年的1900年的1900年的1900年的1900年的	the state of the same to be a second	its vendce Hixxxxxxxxiexs	
	WHEREOF The said	t the lawful demands of all plonagy Corporation has	hereunto caused its
Estank horomiterant ship	EXXXXX in max X at least	s seal affixed by its Mexxxxxxxxxxxxxxxx and	delivered these presents this
the second secon	day of selivered in presence of us:	DOHAGY CORPOR	TION
		By ANG	President (SEAL)
Accuse Aublic		Artest:	(SEAL)
		Marin Stranger	

and in consideration of and Ten Dollars, in hand paid, the receipt of which is hereby acknowledged, we, James T. Goodrum, Berryman T. Goodrum and Mildred Goodrum Heyward, individually, and as executors of the will of Mrs. Jimmy Lou Goodrum, deceased, do bereby give, grant, sell, dlien and convey unto The William L. Bonnell Company, Inc. of the county of Coweta, State of Georgia, its successors and assigns, the following property, to-wir:

All that tract or parcel of land containing Amore or less, and located in Land Lots 27 and 38 of the Fifth Land District of Cowers County, Georgia, and being described in accordance with plat made by J. William Ozmore, dated April 19, 1966, recorded in Flat Book 9, page 141, Cowers County,

Georgia recorded in Plat Book 9, page 141, Cowers County, Georgia records, as follows:

BEGIN at the intersection of the curb on the northerly side of West Washington Street with the westerly side of Henry Street; and run thence North 7 degrees 3 minutes West along the westerly side of Henry Street 1120 feet to an Iron pin; thence South 81 degrees 39 minutes West 820 Feat; thence North 0 degrees 45 minutes West 660 feet; thence South 86 degrees 46 minutes West 596.6 feet to the Easterly side of right of of Belt Road; thence southerly along the easterly side of Belt Road 449 feet; thence South 1 degree 20 minutes East 635.1 feet Road 449 feet; thence South 1 degree 20 minutes East 635.1 feet to the curb on the northerly side of West Washington Street; thence South 64 degrees 3 minutes East along the northerly side of the curb of West Washington Street 606.5 feet; thence continuing easterly along the curb on the northerly side of West Washington Street 400 feet; thence North 14 degrees 8 minutes East 324.5 feet; thence South 80 degrees 41 minutes East 324.5 feet; thence South 14 degrees 8 minutes West 160 feet to the curb on the northerly side of West Washington Street; thence scontinuing in an easterly direction along the curb on the northerly side of West Washington Street; thence scontinuing in an easterly direction along the curb on the northerly side of West Washington Street 365.4 feet.

Said property is bounded on the East by Henry Street and property of The William L. Bonnell Company; on the North by approperty of The William L. Bonnell Company and Llennob Inc.; on the West by Belt Road, and the West line of Land lots 27 and 188 of the Flith Land District of Coweta County, Georgia; on 188 of the Flith Land District of Coweta County, Georgia; on 188 of the Flith Land District of Coweta County, Georgia; on 188 of the Flith Land District of Coweta County, Georgia; on 188 of the Flith Land District of Coweta County, Georgia; on 188 of the Flith Land District of Coweta County, Georgia; on 188 of the Flith Land District of Coweta County, Georgia; on 188 of the Flith Land District of Coweta County, Georgia; on 188 of the Flith Land District of Coweta County, Georgia; on 188 of the Flith Land District of Coweta County, Georgia; on 188 of the Flith Land District of Coweta County, Georgia; on 188 of the Flith Land District of Coweta County, Georgia; on 188 of the Flith Land District of Coweta County, Georgia; on 188 of the Flith Land District of Coweta County, Georgia; on 188 of the Flith Land District of Coweta County, Georgia; on 188 of the Flith Land District of Coweta County, Georgia; on 188 of the Flith Land District of Coweta County

the South by West Washington Street and property of Willoughby het al.

rogether with all privileges and appurtenances thereto in anywise belonging in fee simple.

And the said vendors will, and their heirs, administrators and assigns shall, the said property to the said vendee, lits successors and assigns, forever warrant and defend against the lawful demands of all persons whatever. an witness whereof, the said James T

T. Goodrum and Mildred Goodrum Heyward, executors of the will of Mrs. Jimmy Lou-Good

GEORGIA: CONETA COUNTY

day of July, 1963, between Mar S. Bonnell and J. L. Clover, Executors of the Last will and Testament of William L. Bonnell late of said county, deceased, party of the first part, and The William L. Bonnell Company, Inc., party of the second part, of the county of Coweln State of Georgia.

by virtue of the power and authority wested in them by said will (which has been duly probated in solomn Form and recorded in said county):

470 HAVE AND TO HOLD the same, together with the rights and appurtenances thereunto belonging for in anywise ap-

GEORGIA, or and in consideration of the sum of band paid, the receipt of which is hereby acknowledged CHORGIA COWETA COUNTY CLERK SUFFERIOR COUNTY FRIEDING OFFICE THE SUFFERIOR COUNTY FRIEDING OFFICE THE SUFFERIOR COUNTY FRIEDING OFFICE THE SUFFERIOR COUNTY FRIEDING OFFICE OFFICE FRIEDING OFFICE OFFICE FRIEDING OFFICE OFFICE FRIEDING OFFICE OFFICE FRIEDING OFFI FRIE together with all privileges and appurtenances thereto in anywise belonging in fee simple And the said vendor _ will, and this her heira, executors, administrators and assigns, forever warrant and defend against the lawful demands of all persons whatever EIN WITNESS WHEREOF, The said _ Mae S. Bonne 11 是美国 s hereundo at her ber hand y affixed her her head

еся 101 г. 41.5

GEORGIA, COMETA COUNTY.

THIS INDENTURE made and entered into this 6th day of June, 1961, by askew Lumber Company, Inc., acting through its duly appointed agent and attorney in Fact, Toe william L. Bonnell Company, Inc., as party of the first part, and The william L. Bonnell Company, Inc. as party of the second part, willesseend

The T whener's, beretofore on the 23rd day of September 1959, 'skew Lumber Company, Inc. executed a certain deed with power of sale to The william L. Bonnell Company, Inc. to secure a debt of Thirty Five Thousand (335,000,000) bollars, as set out in sald deed, which deed is recorded in Deed Book 92, rolio 472, Cometa County records; and

in detault both as to principal and interest, and the said The filliam L. Bonnell Company, Inc. elected to declare the entire amount of same due, and

which S. The william L. Bonnell Company, Inc., as thorney in Fact for the said Takew Limber Company, Inc., according to the terms of said security deed, after advertising the said lands for sale once a week for four weeks, preceding the date of sale, in the Resman Times-Herald, the newspaper having a seneral circulation in Coweta County, and being the paper in which Sheriff's advertisements are advertised, did expose said lands for sale to the highest and best bidder for cash on the first Tuesday in Nume, 1961, and fully complied with the laws in such cases hade and provided; and

CHERA'S, the said land was knocked off at said sale

t being the highest and best bidder at and for the sum of ...
Eleven Thousand and 00/190 - - - - - (\$11,000.00) Dolla

TO THE EFORE IN Found detail of said presises end

J. L. GLOVER

Dollars, the said takew Lumber Company, Inc. by and through its tioney in Fact, The william L. Bonnell Company, Inc. does deceay sell and convey unto the said The william L. Ponnell Company, Inc party of the second part, the property described in said accurity deed, to wit: All that tract or parcel of lend situate, lyin, and being in Land Lot No. 9 of the Second Land District of Coucts County, Georgis, and partly within the City of Newman, sore particularly described as follows:

**Licin at the intersection of East side of right-of-way of the Aflants & West-Point Bailrond with the North line of said lot No. 9, which point is marked by a 6" of concrete marker, and run thence North bs degrees 30 minutes and along said North line of Lot No. 9, which point is marked by a 6" of concrete marker; thence southeasterly along said right-of-way of Central of Georgis sailway, which point is marked by a 6" of concrete marker; thence southeasterly along said right-of-way 455 feet, more or less, to a state on the East line of said Lot No. 9; thence south i degree 30 minutes East 1943 feet, more or less, along the dast line of Lot No. 9 to a state on the right-of-way of the Atlanta's West Foint Sailroad Company; thence northwesterly along said hight-of-way 1865 feet, more or less, to beginning point.

Said land is decided subject to an casement for a street running along the East line of the East sile of truct herein conveyed and subject to an easement for a street running along the South side of right-of-way 61 the Central of Georgia Eallway at a page 572, reference to which deed recorded in peed Ecok 42, page 572, reference to which deed accorded in peed Ecok 42, page 572, reference to which deed accorded in peed Ecok 42, page 572, reference to which deed accorded in peed Ecok 42, page 572, reference to which deed accorded in peed Ecok 42, page 572, reference to which deed accorded in peed Ecok 42, page 572, reference to which deed accorded in peed Ecok 42, page 572, reference to which deed accorded by this deed. Said property is conveyed subject to a prior security deed executed by Askew Limber Company, Inc. to Dramay Federal Savings Loam Association, which deed is recorded beed Book as, page 171, Cowers County, Georgia, viccords. AN WITNESS WIELEGF the said skew Lumber Company Inc. h ics attorney in Fact The William L. Lannell Company, Inc. Bunto caused its corporate name to be stried and its uly and legally qualified officers the day. iy ita Attorney in E STREWILLIAM LESDONNEE VINC! CLORON, COURT LIFEK SUPERIOR COURT IN DORCE THIS I DAY OF IN OFFICE THIS TO DAY OF JUNE 2







E X H B

C

July 1998 Revised February 1999

EXHIBIT C

BONNELL CERTIFICATION



THE WILLIAM L BONNELL COMPANY, INC. CAPITOL PRODUCTS CORPORATION

BON L CAMPO LTD PARTNERSHIP BON L CANADA, INC.

SUBSIDIARIES OF TREDEGAR INDUSTRIES, INC.

25 Bonnell Street Newnan, Georgia 30263 P.O. Box 428 Newnan, Georgia 30264 Phone 770-253-2020 Fax 770-254-7717

John Fonk Compliance Officer Hazardous Waste management program Georgia environmental Protection Division 205 Butler Street, S. E., suite 1154 Atlanta, GA 30334

February 18, 1999

Re: Certification of Deed Notice

Dear Mr. Fonk:

I hereby certify, on behalf of the William L Bonnell Company Inc., that the notation required under Georgia Rule 391-3-11-.10 (40 C.F.R. § 265.119(b)(1)) has been recorded as specified in 40 C. F. R. § 265.119(b)(2). Please find attached a copy of the "Dead of Confirmation and Notice", which was filed with the Superior Court of Coweta County on February 17th, 1999.

Sincerely,

William J. Wetmore

President

E X H B

D

EXHIBIT D

TANK FARM UNIT COVER SYSTEM, AS-BUILT DRAWING