

Return to:
Ray A. Lewis
P.O. Box 448
Cedartown, GA 30125

C O R R E C T I V E
ENVIRONMENTAL PROTECTION EASEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS

1. This Environmental Protection Easement and Declaration of Restrictive Covenants is made this 4th day of May, 2001, by and between WSP, LLC, ("Grantor"), having an address of P.O. Box 448, Cedartown, GA 30125, and Sanders Lead Company, Inc., ("Grantee"), having an address of P.O. Box 707, Troy, AL 36081.

WITNESSETH

2. WHEREAS, Grantor is the owner of a parcel of land located in the county of POLK, State of Georgia, more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and
3. WHEREAS, the Property is part of the Cedartown Industries Superfund Site ("Site"), which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on February 27, 1990; and
4. WHEREAS, in a Record of Decision dated May 7, 1993 (the "ROD"), the EPA Region 4 Regional Administrator selected a "remedial action" for the Site, which provides, in part, for the following actions:
- Excavation and Ex-situ solidification/stabilization of all soils exhibiting lead levels exceeding 500 ppm (500 mg/kg);
 - Long-term monitoring of all existing groundwater monitoring wells to determine if immobilization of the source contaminants provide natural attenuation of the contaminant levels in the shallow groundwater;
 - If natural attenuation of the groundwater contamination is not effective, a pump and treat system shall be considered with EPA determining the requirement for system implementation; and
 - Institutional controls in the form of deed restrictions and record notices for land use and groundwater use restrictions shall be placed on the Site; and
5. WHEREAS, with the exception of Groundwater Remedial Action Report, the remedial action has been implemented at the Site; and
6. WHEREAS, the parties hereto have agreed (1) to grant a permanent right of access over the Property to the Grantee for purposes of implementing, facilitating and monitoring the remedial action; and (2) to impose on the Property use restrictions as covenants that will run with the land for the purpose of protecting human health and the environment; and

7. **WHEREAS**, Grantor wishes to cooperate fully with the Grantee in the implementation of all response actions at the Site:

NOW, THEREFORE;

8. **Grant:** Grantor, on behalf of itself, its successors and assigns, in consideration of the terms of the Consent Decree, the same being Case No: 4:94-CV-30-HLM, in the case of United States of America v. Sanders Lead Company, Inc., N. Kenneth Campbell, Victor Laxon, Ann P. Lewis, Ray A. Lewis, does hereby covenant and declare that the Property shall be subject to the restrictions on use set forth below, and does give, grant and convey to the Grantee, and its assigns, with general warranties of title, (1) the perpetual right to enforce said use restrictions, and (2) an environmental protection easement of the nature and character, and for the purposes hereinafter set forth, with respect to the Property.
9. **Purpose:** It is the purpose of this instrument to convey to the Grantee real property rights, which will run with the land, to facilitate the remediation of past environment contamination and to protect human health and the environment by reducing the risk of exposure to contaminants.
10. **Restrictions on use:** The following covenants, conditions, and restrictions apply to the use of the Property, run with the land and are binding on the Grantor:
- Placement of institutional controls, such as deed restrictions and record notices, on the Site which will be established to:
- (A) Prohibit use of ground water; and
 - (B) Prohibit excavation or any other activity to disturb treated soil, see attached map marked as, **Exhibit E**.
11. **Modification of restrictions:** The above restrictions may be modified, or terminated in whole or in part, in writing, by the Grantee. If requested by the Grantor, such writing will be executed by Grantee in recordable form.
12. **Environmental Protection Easement:** Grantor hereby grants to the Grantee an irrevocable, permanent and continuing right of access at all reasonable times to the Property for purposes of:
- a) Implementing the response actions in the ROD, including but not limited to soil remediation and groundwater remediation;
 - b) Verifying any data or information submitted to EPA.
 - c) Verifying that no action is being taken on the Property in violation of the terms of this instrument or of any federal or state environmental laws or regulations;
 - d) Monitoring response actions on the Site and conducting investigations relating to contamination on or near the Site, including, without limitation, sampling of air, water, sediments, soils, and specifically, without limitation, obtaining split or duplicate samples;

- e) Conducting periodic reviews of the remedial action, including but not limited to, reviews required by applicable statutes and/or regulations; and
 - f) Implementing additional or new response actions if the Grantee, in its sole discretion, determines (i) that such actions are necessary to protect the environment because either the original remedial action has proven to be ineffective or because new technology has been developed which will accomplish the purposes of the remedial action in a significantly more efficient or cost effective manner; and (ii) that the additional or new response actions will not impose any significantly greater burden on the Property or unduly interfere with the then existing uses of the Property.
13. Reserved rights of Grantor: Grantor hereby reserves unto itself, its successors, and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights and easements granted herein.
14. Nothing in this document shall limit or otherwise affect EPA's rights of entry and access or EPA's authority to take response actions under CERCLA, the NCP, or other federal law.
15. No Public Access and Use: No right of access or use by the general public to any portion of the Property is conveyed by this instrument.
16. Notice requirement: Grantor agrees to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL PROTECTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS, DATED MAY 4, 2001, RECORDED IN THE PUBLIC LAND RECORDS ON 2-1, 2002, IN BOOK 821, PAGE 339, IN FAVOR OF, AND ENFORCEABLE BY, SANDERS LEAD COMPANY, INC.

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor must provide Grantee with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

17. Enforcement: The Grantee shall be entitled to enforce the terms of this instrument by resort to specific performance of legal process. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Enforcement of the terms of this instrument shall be at the discretion of the Grantee, and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantee under this instrument.
18. Damages: Grantee shall be entitled to recover damages for violations of the terms of this instrument, or for any injury to the remedial action, to the public or to the environment protected by this instrument.
19. Waiver of certain defenses: Grantor hereby waives any defense of laches, estoppel, or prescription.
20. Covenants: Grantor hereby covenants to and with Sanders Lead Company, Inc. and its assigns, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof.
21. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is requested to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:
WSP, LLC
P.O. Box 448
Cedartown, GA 30125

To Grantee:
E Roy Baggett for
Sanders Lead Company, Inc.
P.O. Box 707
Troy, AL 36081

22. General provisions:
 - a) Controlling law: The interpretation and performance of this instrument shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the state where the Property is located.
 - b) Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

- c) Severability: If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d) Entire Agreement: This instrument sets forth the entire agreement of the parties with respect to rights, and restrictions created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.
- e) No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- f) Joint Obligation: If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.
- g) Successors: The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantee" wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantee" and their personal representatives, heirs, successors, and assigns. The rights of the Grantee and Grantor under this instrument are freely assignable, subject to the notice provisions hereof.
- h) Termination of Rights and Obligations: A party's rights and obligations under this instrument terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- i) Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- j) Counterparts: The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Sanders Lead Company and its assigns forever.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed in its name.

Executed this 1st day of February, 2002.

WSP, LLC

Ray A. Lewis
Ray A. Lewis, President

Ann P. Lewis
Ann P. Lewis, Secretary

Spasi L. Womack
Witness

Georgia, Polk County
Filed in Office this 1 day of Feb,
2002, at 3:00 Recorded in Deed
Book 221 Page 337 This 1
day of Feb, 2002.

Sheila Wells, Clerk

STATE OF GEORGIA)
COUNTY OF POLK)

I, the undersigned authority, a Notary Public for the State of Georgia, at large, duly commissioned and sworn, personally appeared Ray A. Lewis and Ann P. Lewis, Officers of WSP, LLC, known to me and executed the foregoing instrument, and acknowledged this said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed this 1st day of February, 2002.

(SEAL)

Kimberly Y. Benefield
NOTARY PUBLIC
COMMISSION EXPIRES: 3/3/03

This easement is accepted this 15 day of January, 2002.

The persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors and assigns.

SANDERS LEAD COMPANY, INC.
E. Roy Daggett
E. Roy Daggett, Project Co-Ordinator

**Property formerly known as Cedartown Industries, Inc.,
Located at 404 Furnace Street, Cedartown, Georgia**

List of attached Exhibits are as follows:

- 1.) Exhibit 'A' – Warranty Deed dated August 15, 1984, from Cedartown Industries, Inc. to Ray A. Lewis and Ann P. Lewis, filed August 20, 1984 and recorded in Deed Book 345, Page 363, in the Office of the Clerk of Courts, Polk County, GA.
- 2.) Exhibit 'B' – Identification of Proposed Uses and Future Construction Plans.
- 3.) Exhibit 'C' – Identification of Existing Uses
- 4.) Exhibit 'D' – Statement of Encumbrances
- 5.) Exhibit 'E' – Map marking solidified material site.
- 6.) Exhibit 'F' – Easement between Ray A. Lewis, Ann P. Lewis and Sanders Lead Co., Inc., dated January 7, 2000 and filed July 17, 2000 and recorded in Deed Book 669, Page 180, in the Office of the Clerk of Courts, Polk County, GA.
- 7.) Exhibit 'G' – Quit Claim Deed dated September 28, 2000, from Ray A. Lewis and Ann P. Lewis to WSP, LLC, filed September 29, 2000 and recorded in Deed Book 684, Page 158, in the Office of the Clerk of Courts, Polk County, GA.
- 8.) Exhibit 'H' – Corrective Quit Claim Deed dated August 10, 2001, from Ray A. Lewis and Ann P. Lewis to WSP, LLC, filed December 11, 2001 and recorded in Deed Book 803, Page 199, in the Office of the Clerk of Courts, Polk County, GA. Corrective deed includes statement as required in Paragraph 9 of the Consent Decree, from Civil Action No: 4:94-CV-0030-HLM, in the United States District Court for the Northern District of Georgia, Rome Division, Atlanta, Georgia.

STATUTORY WARRANTY DEED

Folk County, Georgia
Real Estate Transfer Tax

tax \$ 05.00

date

8-20-84
Richard W. Bellamy
Folk County

STATE OF GEORGIA)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FOLK)

THIS DEED made this 15th day of August, 1984, between CEDARTOWN INDUSTRIES, INC., a Georgia corporation, hereinafter called the "Grantor", and RAY A. LEWIS and ANN P. LEWIS, hereinafter called the "Grantees",

W I T N E S S E T H:

THE GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid by the Grantees, the receipt of which is hereby acknowledged, has by these presents granted, bargained, and sold to the Grantees, their heirs and assigns forever, the following described real property:

That certain tract or parcel of land containing 14.72 acres in the City of Cedartown, Polk County, Georgia, particularly described as follows: BEGINNING at an iron pin located at the intersection of the south line of Seaboard Coastline Railroad and the west line of Furnace Street; thence running South 3 degrees 44' West a distance of 1200.6 feet to the middle of Taryard Branch; thence North 60 degrees 11' West down the middle of the branch 85.05 feet to a point; thence North 3 degrees 25' West a distance of 150.3 feet to a point; thence North 38 degrees 21' West a distance of 128.6 feet to a point; thence North 72 degrees 29' West a distance of 76.75 feet to a point; thence South 25 degrees 15' West a distance of 160.4 feet to a point; thence South 60 degrees 58' West a distance of 56.4 feet to a point; thence North 72 degrees 23' West a distance of 43.5 feet to a point; thence North 16 degrees 34' West a distance of 48.0 feet to a point; thence North 30 degrees 00' West a distance of 213.0 feet to a point in the middle of Big Cedar Creek; thence North 6 degrees 20' West a distance of 216.25 to a concrete dam in the middle of said creek; thence North 14 degrees 35' West a distance of 375.05 feet to a point in the middle of said creek; thence North 4 degrees 33' West a distance of 309.3 feet to a point in the middle of said creek which is on the South line of Seaboard Coastline Railroad property; thence South 84 degrees 04' East a distance of 740.5 feet along the south line of the Seaboard Coastline property to the iron pin and point of beginning. Said property is conveyed together with all improvements located thereon.

Said property is shown in a plat and survey made by Elbert H. Angel, Registered Land Surveyor, on March 20, 1978, for Cedartown Industries, Inc., to which plat and survey reference is hereby made for a more complete description hereof.

This is the same property that was conveyed to the Rankin Company d/b/a Rankin Industries, Inc. on the 2nd day of August, 1972 by Cefons, Inc. by warranty deed recorded in Book 208, Page 359, Deed Records, Polk County, Georgia.

This conveyance is made and accepted subject to a Lease Agreement from Cefons, Inc. to Seaboard Coastline Railroad Company dated February 16, 1970, and recorded in Deed Book 179, Page 437, in the Office of the Clerk of the Superior Court of Folk County, Georgia.

EXHIBIT 'A'

TO HAVE AND TO HOLD the same unto the Grantees forever, and the said Grantees herein, by their acceptance of this deed, hereby agree to own the property hereby conveyed as joint tenants, and not tenants in common, and intend to create in each of the grantees the full and unrestricted right of survivorship, so that on the death of either Grantee, the surviving Grantee shall be immediately vested with the entire fee simple title to the property hereby conveyed and described in this deed.

AND THE GRANOR DOES HEREBY COVENANT with the Grantees, except as above noted, that, at the time of the delivery of this deed, the premises were free from all encumbrances made by it, and that it will warrant and defend the same against lawful claims and demands of all persons claiming by, through or under it, but against none other.

IN WITNESS WHEREOF, the duly authorized officers of the Grantor have signed and sealed this deed on the date above written. The undersigned officers hereby warrant and represent that they have been duly authorized by the Board of Directors of the Grantor, Cedartown Industries, Inc., to execute and deliver this deed to the Grantees.

CEDARTOWN INDUSTRIES, INC., a Georgia corporation,

By: [Signature]
Wiley C. Sanders, Jr., its President



[Signature]
its Secretary

Signed and sealed in the presence of:

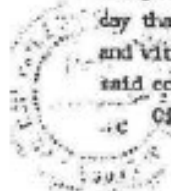
[Signature]
Witness

[Signature]
Witness

STATE OF ALABAMA)

COUNTY OF PIKE)

I, Francis P. Ralph, a Notary Public in and for said County in said State, hereby certify that Wiley C. Sanders, Jr., whose name as President of Cedartown Industries, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.



Given under my hand this the 15th day of August, 1984.

[Signature]
Notary Public

My Commission Expires:

4-27-88

PREPARED BY:

CERNEA AND RALPH
Attorneys at Law
P.O. Box 325
Troy, AL 36081

Georgia, Pike County
Filed in Office this 30 day of August
1984 at 1130 o'clock
Book 345 Page 343 This 30
day of August, 1984

EXHIBIT 'A2'

**IDENTIFICATION OF PROPOSED USES AND FUTURE
CONSTRUCTION PLANS**

In re: Property formerly known as Cedartown Industries, Inc., located at 404 Furnace Street,
Cedartown, GA

The property is currently used as a trucking company, with an office building, shop and scales, thereon.

There is no future plans to change existing use.

Ray A. Lewis

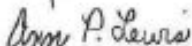
Ann P. Lewis
Ann P. Lewis

IDENTIFICATION OF EXISTING USES

In re: Property formerly known as Cedartown Industries, Inc., located at 404 Furnace Street,
Cedartown, GA.

The property is currently used as a trucking company, with an office building, shop and scales, thereon.


Ray A. Lewis


Ann P. Lewis

Statement of Encumbrances

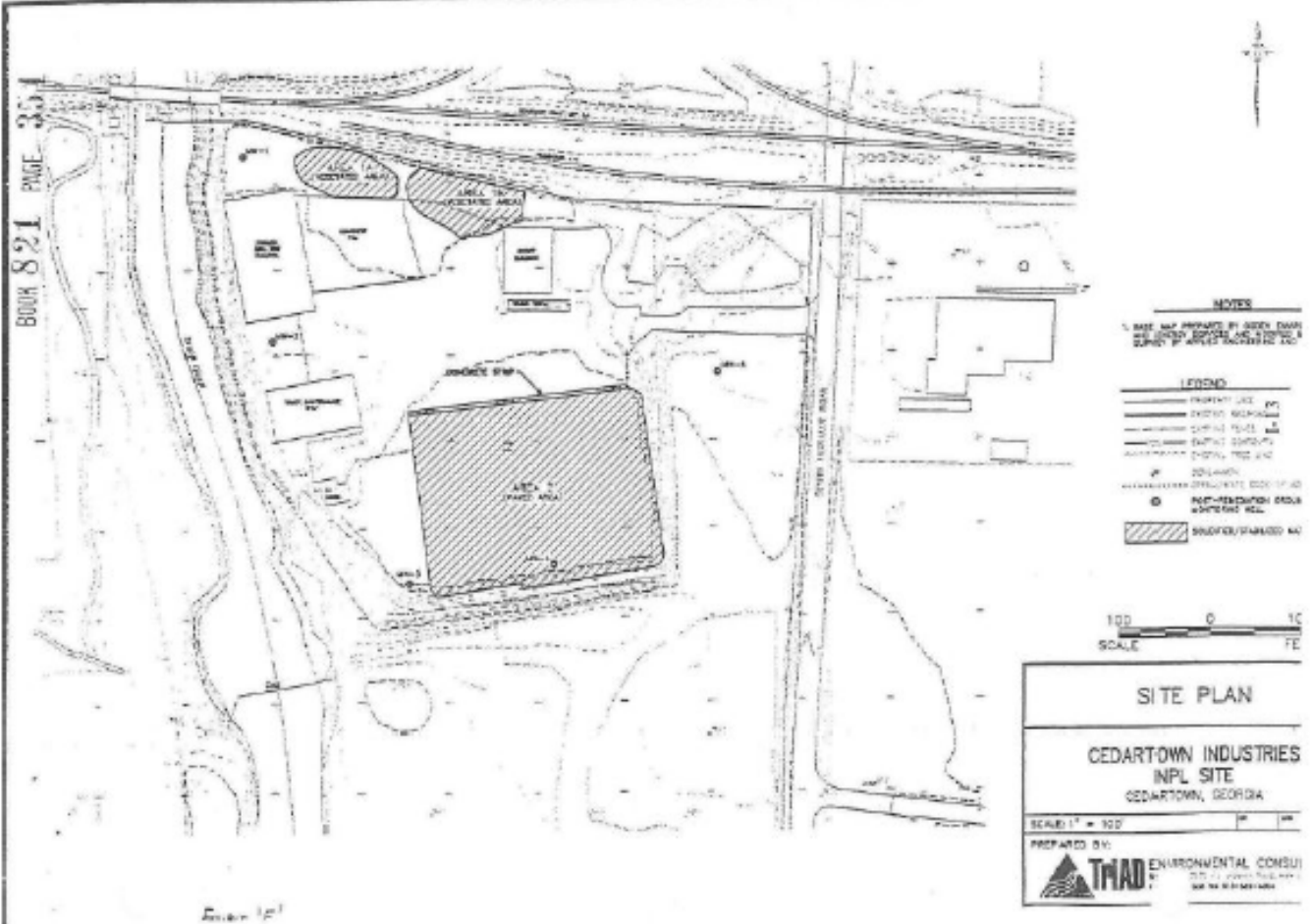
**Property formerly known as Cedartown Industries, Inc., located at
404 Furnace Street, Cedartown, Georgia**

As of July 20, 2000, the above mentioned property was free and clear of encumbrances, to the best of our knowledge.

The above property was purchased by Ray A. and Ann P. Lewis on August 15, 1984, as evidence of Warranty Deed, recorded in the Clerk of Courts, Polk County, GA, with a copy marked Exhibit 'A' in this Easement. Prior to purchase of the property, a title search was done by an attorney. At the time of purchase, there was one lien made on the property, which was cancelled and satisfied on October 24, 1986, as recorded in Deed Book: 374, Page: 665, in the Clerk of Courts, Polk County, GA. All city and county taxes have been paid when it became due each year. Since the purchase in 1984, there has been no need for a title search.

Ray A. Lewis

Ann P. Lewis
Ann P. Lewis



Return To:
Ray A. Lewis
P.O. Box 448
Cedartown, GA 30125

ENVIRONMENTAL PROTECTION EASEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS

1. This Environmental Protection Easement and Declaration of Restrictive Covenants is made this 7TH day of January, 2000, by and between RAY A. LEWIS and ANN P. LEWIS, ("Grantor"), having an address of P.O. Box 448, Cedartown, GA 30125, and SANDERS LEAD CO., INC., ("Grantee"), having an address of P.O. Box 707 Troy, AL 36081.

WITNESSETH

2. WHEREAS, Grantor is the owner of a parcel of land located in the county of FOLK, State of Georgia, more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

3. WHEREAS, the Property is part of the Cedartown Industries Superfund Site ("Site"), which the U.S. environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on February 27, 1990; and

4. WHEREAS, in a Record of Decision dated May 7, 1993 (the "ROD"), the EPA Region IV Regional Administrator selected a "remedial action" for the Site, which provides, in part, for the following actions: and

5. WHEREAS, with the exception of Groundwater Remediation Final Report, the remedial action has been implemented at the Site; and

6. WHEREAS, the parties hereto have agreed (1) to grant a permanent right of access over the Property to the Grantee for purposes of implementing, facilitating and monitoring the remedial action; and (2) to impose on the Property use restrictions as covenants that will run with the land for the purpose of protecting human health and the environment; and

7. WHEREAS, Grantor wishes to cooperate fully with the Grantee in the implementation of all response actions at the Site;

NOW, THEREFORE:

8. Grant: Grantor, on behalf of itself, its successors and assigns, in consideration of [the terms of the Consent Decree in the case of EPA v. Group, etc.], does hereby covenant and declare that the Property shall be subject to the restrictions on use set forth below, and does give, grant and convey to the Grantee, and its assigns, with general warranties of title, (1) the perpetual right to enforce said use restrictions, and (2) an environmental protection easement of the nature and character, and for the purposes hereinafter set forth, with respect to the Property.

9. Purpose: It is the purpose of this instrument to convey to the Grantee real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to contaminants.

10. Restrictions on use: The following covenants, conditions, and restrictions apply to the use of the Property, run with the land and are binding on the Grantor:

11. Modification of restrictions: The above restrictions may be modified, or terminated in whole or in part, in writing, by the Grantee. If requested by the Grantor, such writing will be executed by Grantee in recordable form.

12. Environmental Protection Easement: Grantor hereby grants to the Grantee an irrevocable, permanent and continuing right of access at all reasonable times to the Property for purposes of:

- (a) Implementing the response actions in the ROD, including but not limited to soil remediation and groundwater remediation;
- (b) Verifying any data or information submitted to EPA.
- (c) Verifying that no action is being taken on the Property in violation of the terms of this instrument or of any federal or state environmental laws or regulations;
- (d) Monitoring response actions on the Site and conducting investigations relating to contamination on or near the Site, including, without limitation, sampling of air, water, sediments, soils, and specifically, without limitation, obtaining split or duplicate samples;
- (e) Conducting periodic reviews of the remedial action, including but not limited to, reviews required by applicable statutes and/or regulations; and
- (f) Implementing additional or new response actions if the Grantee, in its sole discretion, determines (i) that such actions are necessary to protect the environment because either the original remedial action has proven to be ineffective or because new technology has been developed which will accomplish the purposes of the remedial action in a significantly more efficient or cost effective manner; and, (ii) that the additional or new response actions will not impose any significantly greater burden on the Property or unduly interfere with the then existing uses of the Property.

12. Reserved rights of Grantor: Grantor hereby reserves unto itself, its successors, and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights and easements granted herein.

1. Nothing in this document shall limit or otherwise affect EPA's rights of entry and access or EPA's authority to take response actions under CERCLA, the NCP, or other federal law.

2. No Public Access and Use: No right of access or use by the general public to any portion of the property is conveyed by this instrument.

3. Notice requirement: Grantor agrees to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

**NOTICE: THE INTEREST HEREBY IS
SUBJECT TO AN ENVIRONMENTAL PROTECTION
EASEMENT AND DECLARATION OF RESTRICTIVE
COVENANTS, DATED Jan 7 2000, RECORDED
IN THE PUBLIC LAND RECORDS ON _____,
19 _____, IN BOOK _____, PAGE _____, IN FAVOR
OF, AND ENFORCEABLE BY, THE UNITED STATE OF
AMERICA.**

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor must provide Grantee with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

4. Enforcement: The Grantee shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Enforcement of the terms of this instrument shall be at the discretion of the Grantee, and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantee under this instrument.

5. Damages: Grantee shall be entitled to recover damages for violations of the terms of this instrument, or for any injury to the remedial action, to the public or to the environment protected by this instrument.

6. Waiver of certain defenses: Grantor hereby waives any defense of laches, estoppel, or prescription.

7. Covenants: Grantor hereby covenants to and with the United States and its assigns, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the property is free and clear of encumbrances, except those noted on Exhibit D attached hereto, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof.

8. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

TO GRANTOR:
Ray A. Lewis
P.O. Box 448
Cedartown, GA 30125

TO GRANTEE:
E Roy Baggett for Sanders Lead Co
P.O. Box 707
Troy, AL 36081

9. General provisions:

- (a) Controlling law: The interpretation and performance of this instrument shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the state where the property is located.
- (b) Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.
- (c) Severability: If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it found to be invalid, as the case may be, shall not be affected thereby.
- (d) Entire Agreement: This instrument sets forth the entire agreement of the parties with respect to rights and restrictions created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.
- (e) No forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- (f) Joint Obligation: If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.
- (g) Successors: The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The term "Grantor", wherever used herein, any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantee", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantee" and their personal representatives, heirs, successors, and assigns. The rights of the Grantee and Grantor under this instrument are freely assignable, subject to the notice provisions hereof.
- (h) Termination of Rights and Obligations: A party's rights and obligations under this instrument terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

- (i) **Captions:** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- (j) **Counterparts:** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed in its name.

Executed this the 25 day of February, 2000.

[Signature] (L.S.)
RAY A. LEWIS

[Signature] (L.S.)
ANN P. LEWIS

[Signature]
WITNESS

GEORGIA
STATE OF ~~MISSISSIPPI~~)
COUNTY OF ~~MISSISSIPPI~~ POLK)

I, the undersigned authority, a Notary Public for the State of ^{Georgia} ~~MISSISSIPPI~~, at large, duly commissioned and sworn, personally appeared RAY A. LEWIS and ANN P. LEWIS, know to me and executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed this the 25 day of February, 2000.

(SEAL)

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES 11/01/01
Notary Public, Polk County, Georgia
My Commission Expires April 29, 2001

THIS EASEMENT IS ACCEPTED THIS THE 28 DAY OF February, 2000.

The persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns.

SANDERS LEAD CO., INC.

BY: [Signature], Project Coordinator
for Sanders Lead Co. Inc.

[Signature]
L-18
EX-101 'FS'

Georgia, Polk County
Filed in Office this 17 day of July
2000, at 11:52 Recorded in Deed
Book 469 Page 18 This 18
day of July, 2000.
[Signature], Clerk

TITLE NOT EXAMINEDQUIT CLAIM DEED

STATE OF GEORGIA, FLOYD COUNTY:

THIS INDENTURE, Made this the 23rd day of September, 2000, between RAY A. LEWIS and ANN P. LEWIS of the County of Polk and State of Georgia of the first part, and WSP, LLC, A GEORGIA LIMITED LIABILITY COMPANY, of the County of Polk and State of Georgia, of the second part:

WITNESSETH, That the said party of the first part, for and consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, has sold and quit claimed, and by these presents does sell and quit claim unto the said party of the second part, its heirs and assigns the following described property:

That certain tract or parcel of land containing 14.72 acres in the City of Cedartown, Polk County, Georgia, particularly described as follows:

BEGINNING at an iron pin located at the intersection of the south line of Seaboard Coastline Railroad and the west line of Furnace Street; thence running South 3 degrees 44 minutes West a distance of 1200.6 feet to the middle of Tanyard Branch; thence North 60 degrees 11 minutes West down the middle of the branch 85.05 feet to a point; thence North 3 degrees 28 minutes West a distance of 150.3 feet to a point; thence North 38 degrees 21 minutes West a distance of 128.6 feet to a point; thence North 72 degrees 29 minutes West a distance of 76.75 feet to a point; thence South 25 degrees 15 minutes West a distance of 160.4 feet to a point; thence South 60 degrees 58 minutes West a distance of 56.4 feet to a point; thence North 72 degrees 23 minutes West a distance of 43.5 feet to a point; thence North 16 degrees 34 minutes West a distance of 48.0 feet to a point; thence North 30 degrees 00 minutes West a distance of 213.0 feet to a point in the middle of Big Cedar Creek; thence North 6 degrees 20 minutes West a distance of 216.25 to a concrete dam in the middle of said creek; thence North 14 degrees 35 minutes West a distance of 376.05 feet to a point in the middle of said creek; thence North 4 degrees 33 minutes West a distance of 309.3 feet to a point in the middle of said creek which is on the South line of Seaboard Coastline Railroad property; thence South 84 degrees 04 minutes East a distance of 740.5 feet along the south line of the Seaboard Coastline property to the iron pin and point of beginning. Said property is conveyed together with all improvements located thereon.

Said property is shown in a plat and survey made by Elbert H. Angel, Registered Land Surveyor, on March 20, 1978, for Cedartown Industries, Inc., to which plat and survey reference is hereby made for a more complete description hereof.

This is the same property that was conveyed to the Rankin Company d/b/a/ Rankin Industries, Inc., on the 2nd day of August, 1972 by Ceforna, Inc., by Warranty Deed recorded in Deed Book 208, Page 359, Deed Records, Polk County, Georgia.

This is the same property that was conveyed to Ray A Lewis and Ann P. Lewis on the 15th day of August, 1984 by Cedartown Industries, Inc., by warranty deed recorded in Deed Book 345, Page 363, in the Office of the Clerk of the Superior Court of Polk County, Georgia.

This conveyance is made and accepted subject to a Lease Agreement from Cefoma, Inc., to Seaboard Coastline Railroad Company dated February 16, 1970, and recorded in Deed Book 179, Page 437, in the Office of the Clerk of the Superior Court of Polk County, Georgia.

TO HAVE AND TO HOLD the said land, together with all appurtenances thereto belonging, to the only use of the said party of the second part, in as ample a manner only as said party of the first part have and hold the same.

IN WITNESS WHEREOF, The said party of the first part has hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered in the presence:

Witness
Carrie W. Williams
NOTARY PUBLIC

Ray A. Lewis
RAY A. LEWIS

Ann P. Lewis
ANN P. LEWIS

~~XXXXXXXXXXXX~~
Dec. 26, 2001

Georgia, Polk County
Filed in Office this 29 day of Sept
2002, at 1:45 Recorded in Deed
Book of 4 Page 158 This 4
day of Oct., 20 00.
Sandra L. Sawyer, Clerk

Return To: WSP, LLC. P.O. Box 44 Cedartown, GA 30115

BOOK 821 PAGE 359

TITLE NOT EXAMINED

CORRECTIVE QUIT CLAIM DEED

RE TO: BK 684 PG 150
CORRECTED TO ADD CONSENT DECREE
INFORMATION.
STATE OF GEORGIA, POLK COUNTY:

Polk County, Georgia
Real Estate Transfer Tax
Paid \$: None
Date: 12-11-01
Sheela Wells
Clerk Superior Court

DOWN COPY PAGE 1 OF 2

THIS INDENTURE, Made this the 10th day of August, 2001, between RAY A. LEWIS and ANN P. LEWIS of the County of Polk and State of Georgia of the first part, and WSP, LLC., A GEORGIA LIMITED LIABILITY COMPANY, of the County of Polk and State of Georgia, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, has sold and quit claimed, and by these present does sell and quit claim unto the said party of the second part, its heirs and assigns the following described property:

That certain tract or parcel of land containing 14.72 acres in the City of Cedartown, Polk County, Georgia, particularly described as follows:

BEGINNING at an iron pin located at the intersection of the south line of Seaboard Coastline Railroad and the west line of Furhace Street; thence running South 3 degrees 44 minutes West a distance of 1200.6 feet to the middle of Tanyard Branch; thence North 60 degrees 11 minutes West down the middle of the branch 85.05 feet to a point; thence North 3 degrees 28 minutes West a distance of 150.3 feet to a point; thence North 38 degrees 21 minutes West a distance of 128.6 feet to a point; thence North 72 degrees 29 minutes West a distance of 76.75 feet to a point; thence South 25 degrees 15 minutes West a distance of 160.4 feet to a point; thence South 60 degrees 58 minutes West a distance of 56.4 feet to a point; thence North 72 degrees 23 minutes West a distance of 43.5 feet to a point; thence North 16 degrees 34 minutes West a distance of 48.0 feet to a point; thence North 30 degrees 00 minutes West a distance of 213.0 feet to a point in the middle of Big Cedar Creek; thence North 6 degrees 20 minutes West a distance of 216.25 feet to a concrete dam in the middle of said creek; thence North 14 degrees 35 minutes West a distance of 376.05 feet to a point in the middle of said creek; thence North 4 degrees 33 minutes West a distance of 309.3 feet to a point in the middle of said creek which is on the South line of Seaboard Coastline Railroad property; thence South 84 degrees 04 minutes East a distance of 740.5 feet along the south line of the Seaboard Coastline Railroad property to the iron pin and point of beginning. Said property is conveyed together with all improvements located thereon.

Said property is shown in a plat and survey made by Elbert H. Angel, Registered Land Surveyor, on March 20, 1978, for Cedartown Industries, Inc., to which plat and survey reference is hereby made for a more complete description hereof.

This is the same property that was conveyed to the Rankin Company d/b/a Rankin Industries, Inc., on the 2nd day of August, 1972 by Cefoma, Inc., by Warranty Deed recorded in Deed Book 208, Page 359, Deed Records, Polk County, Georgia.

BOOK 821 PAGE 360

This is the same property that was conveyed to Ray A. Lewis and Ann P. Lewis on the 15th day of August, 1984, by Cedartown Industries, Inc. by warranty deed recorded in Deed Book 345, Page 363, in the Office of the Clerk of the Superior Court of Polk County, Georgia.

This conveyance is made and accepted subject to a Lease Agreement from Cefoma, Inc., to Seaboard Coastline Railroad Company dated February 16, 1970, and recorded in Deed Book 179, Page 437, in the Office of the Clerk of the Superior Court of Polk County, Georgia.

This conveyance is made and accepted subject to a Consent Decree, dated May 24, 1994, in the case of United State of America vs. Sanders Lead Company, Inc., et al, the same being Civil Action Case No: 4:94-CV-0030-HLM, in the United States District Court for the Northern District of Georgia, Rome Division, Atlanta, Georgia. This Consent Decree is recorded in Deed Book 760, Page 215, in the Clerk of Courts, Polk County, Georgia. Appendix 'A' to the Consent Decree requires that institutional controls, including restrictive covenants, be implemented in order to prohibit the future use of groundwater and to minimize land use on the Site to current and future land owners as follows:

1. That the use of groundwater at the Site shall be prohibited;
2. That the excavation or disturbance of the portions of the Site upon which stabilized waste was deposited and remains in place shall be prohibited and;
3. That any deed of conveyance for the Site shall recite that the said conveyance is subject to the Declaration of Restrictive Covenants, as recorded in Deed Book 556, Page 565, in the Clerk of Courts, Polk County, Georgia.

TO HAVE AND TO HOLD the said land, together with all appurtenances thereto belonging, to the only use of the said party of the second part, in as ample a manner only as said party of the first part have and hold the same.

IN WITNESS WHEREOF, The said party of the first part has hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered in the presence of: Georgia, Polk County Filed in Office this 1 day of Feb 2002, at 3:02 Recorded in Deed Book 821 Page 339 This 1 day of Feb, 2002

Georgia, Polk County Filed in Office this 11 day of Dec 20 01, at 11:15 Recorded in Deed Book 803 Page 199 This 11 day of Dec, 20 01.

jean L. Womack Witness

Sheila Wells, Clerk

Ray A. Lewis



Ann P. Lewis