

ENVIRONMENTAL ASSESSMENT

APPENDIX D

Initial Site Assessment

INITIAL SITE ASSESSMENT

Saline County, Arkansas

Garver Project Number: 16017140

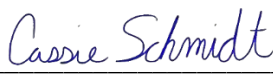
Bryant Parkway Road Extension – Hill Road to Shobe Road


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May 2018

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Bryant Parkway Extension

1.0 Executive Summary

The City of Bryant is proposing to construct a roadway extension of Bryant Parkway, beginning from S. Reynolds Road (Highway 183) at a point south of the Saline County Regional Airport (Airport) and connecting east then north to Shobe Road. The proposed roadway will be a two-lane open shoulder facility with 10-foot-wide driving lanes and 4-foot-wide outside shoulders. A variable width (125-foot wide on average) right-of-way is anticipated along each side of the proposed roadway centerline once the alignment is determined. The project will include an overpass with pedestrian and bicycle friendly considerations spanning Crooked Creek and the Union Pacific Railroad. Five different alternative alignments are being considered for the project. The purpose of the project is to accommodate existing and future traffic demand for the area.

The project is located in Sections 26 and 35 in T1S R14W and in Sections 2 and 3 in T2S R14W. The study area footprint encompasses approximately 1,515 acres, is primarily within land owned by the Saline County Regional Airport, and includes all five of the alternatives under consideration. The approximate center of the study area is at Latitude 34.592581 N and Longitude 92.473760°W.

As part of this project, an Initial Site Assessment (ISA) was conducted to identify recognized environmental conditions (RECs) within and adjacent to the proposed project that are “moderate risk” to “high risk” for contamination due to hazardous waste or petroleum products. Methodology for identifying potential sources of contamination include a review of federal and state environmental databases and oil and gas well databases as compiled and researched by Garver, research of aerial photographs and topographic maps, and field reconnaissance (completed February 26, 2018) of the project and adjacent properties. Title data, interviews with property owners or consultation with local, state, or federal authorities beyond coordination described in this ISA were not conducted as part of this investigation.

Based on a review of the regulatory federal and state databases, there are 13 sites within the ASTM E1527-13 radius guidelines of the proposed project that could be recognized environmental conditions (RECs) for one or more of the proposed alternatives. Three of these sites (Sites 2, 4, and 13) are identified as low risks to project construction, one Site (Site 5) is identified as a low to moderate risk to project construction, five Sites (Sites 6, 8, 9, 11, and 12) are identified as moderate risks to project construction, one Site (Site 1) is identified as a moderate to high risk to project construction, and three Sites (Sites 3, 7, and 10) are identified as high risks to project construction. No additional sites were discovered during field reconnaissance. Thus, a total of 13 sites of concern were observed



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and documented with 9 of the 13 posing a moderate or higher risk to the project. Each site of concern is shown in **Appendix A**.

2.0 Investigative Methods and Evaluation Criteria

2.1 Purpose

This ISA report was prepared to assist in identifying sites within the vicinity of the proposed project that are potential sources of contamination. Additionally, identification of these areas of concern could potentially assist in determining a preferred alignment. Hazardous waste, contaminated soils or polluted groundwater within or near a project can cause delays in construction and result in escalated cost due to remediation actions. Early detection of potential contamination could aid in reducing construction delays and escalated costs.

2.2 Scope of Investigation

Garver performed an environmental database search in April 2018. The methods for identifying sources of potential contamination consisted of a review of regulatory federal and state databases and aerial photographs. Additionally, Garver reviewed Arkansas Department of Environmental Quality (ADEQ) Regulated Storage Tank (RST) records, conducted field reconnaissance of the project area, and viewed adjacent properties. Standard environmental record sources were reviewed in accordance with current American Society for Testing and Materials (ASTM) E1527-13 distance parameter guidelines. However, only those sites considered to pose a risk to the project are reported. Select regulatory database records are provided in **Appendix B**.

2.3 Environmental Risk Assessment

Sites identified with the potential for hazardous waste or petroleum contamination are categorized based on degrees of risk to the proposed project. This classification was done for each of the 5 alternative alignments. Potential site contamination, proximity, gradient, hydrology, and geology/soils are considered when assessing the risk of a site. An example of a site that would be classified as a “high risk” may exhibit one or more of the following characteristics:

- Site is considered likely to contain hazardous waste
- Site is within, or adjacent to the project
- Site is above gradient from the project causing surface or underground seepage of the contaminant towards the project

A site considered “low risk” or “moderate risk” would have less potential for being contaminated, or it is likely that if contamination was present, based on the proximity and



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gradient between the site and project, it is unlikely that contaminants would travel from the site to the project.

3.0 Project and Area Descriptions

3.1 Project Description

The project is located in Sections 26 and 35 in T1S R14W and in Sections 2 and 3 in T2S R14W. The study area footprint encompasses approximately 1,515 acres, is primarily within land owned by the Saline County Regional Airport, and includes all five of the alternatives under consideration. The approximate center of the study area is at Latitude 34.592581 N and Longitude 92.473760°W.

The City of Bryant is proposing to construct a roadway extension of Bryant Parkway, beginning from S. Reynolds Road (Highway 183) at a point south of the Airport and connecting east then north to Shobe Road. The proposed roadway will be a two-lane open shoulder facility with 10-foot-wide driving lanes and 4-foot-wide outside shoulders. An estimated 40-foot wide right-of-way is anticipated along each side of the proposed roadway centerline once the alignment is determined. The project will include an overpass with pedestrian and bicycle friendly considerations spanning Crooked Creek and the Union Pacific Railroad. Five different alternative alignments are being considered for the project. The purpose of the project is to accommodate existing and future traffic demand for the area.

3.2 Project Area Characteristics

The north end of the study area begins at Shobe Road approximately 1 mile directly south of I-30/US-70 and the western edge of the study area is approximately 0.4 mile directly east of downtown Bryant in Saline County, Arkansas. The area surrounding the project primarily contains undeveloped wooded land to the east, undeveloped and industrial areas (including mining) to the south, and a mix of developed (residential and commercial) and undeveloped lots to the west and north. Portions of Cherry Creek subdivision and Alcoa 40 Park occur within the study area at the north end. A gravel mining operation (Site 4; Granite Mtn. Quarry Plant #3) is immediately adjacent to the southeast corner of the site and an asphalt plant (Site 5; McGeorge Contracting Co.) is within the study area. The majority of the study area is occupied by undeveloped property owned by the Airport and several surge ponds are located at the south end of the study area (Sites 6, 10, and 11). The Union Pacific Railroad crosses through the north end of the study area and has been present since at least 1944. Streams and emergent wetlands also occur within the study footprint. Photographs of the study area are included in **Appendix C**.



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As identified by the U.S. Department of Agriculture (USDA), approximately 64% of the study area consists of Udorthents, which is derived from mine spoil or earthy fill and is known to be well drained with a high runoff classification, and have a depth of more than 80 inches before reaching a restrictive feature or the water table. Udorthents soils occur primarily on Airport property where past mining operations are known to have occurred (see topographic map in **Appendix A**). Approximately 13% of the study area consists of Allen loam with 20-40% slopes, which is also known to be well drained with a high runoff classification, and have a depth of more than 80 inches before reaching a restrictive feature or the water table. Some of the other soils within the study area (those comprising at least 2% of the study area) include Linker fine sandy loam with 3-8% slopes, Savannah fine sandy loam with 3-8% slopes, and Smithdale loamy sand with 3-8% slopes. Linker soils are well drained with a high runoff classification, reach lithic bedrock at a depth of 20-40 inches below the surface, and have a depth of 80 inches before reaching the water table. Allen and Linker soils occur along the east edge of the study area, primarily east of County Rd. 1. Savannah soils are moderately well drained with a low runoff classification, reach a fragipan at a depth of 16-32 inches below the surface, and have a depth of 24 inches before reaching the water table. Smithdale soils are well drained with a low runoff classification, and have a depth of 80 inches before reaching a restrictive feature or the water table. Savannah and Smithdale soils are located in the northern half of the study area.

3.3 Historical Research

The 1944, 1954, 1954 (photorevised 1970), 1954 (photorevised 1970 and 1975), 1987, 1994, and 2017 USGS Bryant, Arkansas quadrangle map and historical aerial photographs from 1994 and 2015 were reviewed as part of this ISA and revealed several changes to the project site and the surrounding vicinity (**Appendix D**). Most notable are the open pit mining operations that occurred within the study area. Bauxite was mined from the area to produce aluminum metal and reached its peak production in 1943 during World War II. Alcoa Mining Company operated a bauxite mine and aluminum production facility in the study area from 1900 to the early 1990's. Since 1996, McGeorge Contracting Co. has been mining syenite from the site. Most of the land that was mined for bauxite has been reclaimed, including part of the study area.

When the Saline County Regional Airport purchased the land from Reynolds Metals Company in 2002, a covenant restricting the land use to public airport operations was included as part of the sale. The objective of attaching the covenant to the sale of the land was to provide a buffer to limit public access to protect the actively managed Alcoa properties to the south of the Airport. Additionally, two significant deed restrictions were attached to the land sale. First, approximately 0.25 mile east of the northeast corner of the



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airport runway in the study area there is an E-40 pit deed restriction due to hazardous materials under the surface. This area is identified in Section 4 as Site 3 and is visible in the 1994 historical aerial (**Appendix D**). The second deed restriction created a conservation easement. This conservation easement is land that is protected to ensure that the property “will be retained forever predominantly in its natural scenic, forested, and/or open space condition; to protect any rare plants, animals, or plant communities...” The easement also protects the adjacent property from being used for purposes not listed in the 2002 Saline County Airport Deed (**Appendix E**).

As evidenced by historical topographic maps, several tailings ponds have been located throughout the study area. In the 1957 (photorevised 1970) Bryant quadrangle, tailings ponds are located near the north end of the site (identified as Site 9 in Section 4) as well as the southeast corner of the site (identified as Site 8 in Section 4). Additional tailings ponds are shown in the 1957 (photorevised 1970 and 1975) along the west side of County Rd. 1. Historical topographic maps also show how the mined area expanded between 1944 and 1994. Additional historical research conducted as part of this ISA is detailed in Section 4 as it relates to the identified sites of concern. The historic topographic maps and historic aerial photograph can be found in **Appendix D**.

3.4 Other Sites of Interest within Project Vicinity

Several sites were identified within the study area that are of interest to the project, but are not considered recognized environmental conditions. This sites are shown in **Appendix A**. Below is a brief summary of each site.

- **Saline County Airport**
According to ADEQ records, the Airport contains three aboveground storage tanks (ASTs) that currently or previously contained aviation fuel. Regulated Storage Tank (RST) records indicate that of the three tanks, one 6,000-gallon capacity tank, which was installed in 2011, is currently in use. A 10,000-gallon capacity tank, which was install in 2013, is temporarily out of use and a 12,000-gallon capacity tank, which was installed in 2007, is permanently out of use. Due to the relatively-low volume of petroleum products present and the distance from the ASTs to the closest alternative alignment (which is approximately 750 feet from Alignment B), this site is not considered to pose a risk to the project. Photograph 1 in **Appendix C** shows one of these ASTs.
- **Natural Gas Pipeline**
According to the Airport Manager, Dane Pruitt, and markers visible in the field (Photograph 2 in **Appendix C**), a natural gas pipeline crosses through the northern half of the study area. This feature is marked as “underground pipe line” in the



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1954 topographic map. This pipeline, which has a clearly defined location, has no known present or past issues, and will be avoided by project, is not considered to pose a risk to the project.

- **Conservation Easement**
As shown in **Appendix A**, and described in Section 3.3, a conservation easement has been established within the east half of the study area. This deed restricted area is land that is protected to ensure that the property “will be retained forever predominantly in its natural scenic, forested, and/or open space condition; to protect any rare plants, animals, or plant communities...” The easement also protects the adjacent property from being used for purposes not listed in the 2002 Saline County Airport Deed (**Appendix E**). While known mining activities have historically occurred throughout the conservation easement, the easement area itself is not considered to pose a risk to the project
- **Reynolds Metals-Hurricane Creek**
According to ADEQ records, a site identified as Reynolds Metals-Hurricane Creek is located 0.09 mile southeast of the asphalt plant within the study area. ADEQ records for the site identified within the study area involve only a National Pollution Discharge Elimination System (NPDES) permit for stormwater (AR0041211). No evidence of this site is present at this location based on aerial and topographic map resources. However, numerous resources identify the Hurricane Creek plant as being located approximately 0.33 mile direct south of the study area (and this site is visible in the 1994 aerial in **Appendix D**). The Hurricane Creek plant operated as a Class III and IV landfill, had solid wastes present, and regularly held air and water permits from ADEQ.

4.0 Findings of Environmental Assessment Research and Investigations

4.1 Results of Records Review

Reasonably ascertainable information regarding records review has been completed for the property in accordance with ASTM guidelines. “Reasonably ascertainable” means that the information is publicly available, that it is obtainable from its source within reasonable time and monetary constraints and information that is practically reviewable.

Garver reviewed multiple sources of information with the goal of identifying hazardous materials facilities or incidents of hazardous waste contamination that have the potential to impact the proposed project. Sources of information included Federal and state environmental database records, deed restrictions and property information, historical records, and previously conducted studies or reports. Federal and state database records utilized include, but were not limited to, Regulated Storage Tank (RST) and Permit Data



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System (PDS) records maintained by the Arkansas Department of Environmental Quality (ADEQ), and those listed in **Appendix B**.

Results of Garver's review of federal and state database records identified 13 sites that have, or had, the potential to impact the proposed project. Each of these sites has been assigned a numerical identifier, is listed below along with additional relevant details, and is displayed on the Potential REC Sites Exhibit in **Appendix A**. Each of the below-listed sites is considered to be a Recognized Environmental Condition (REC) that poses a risk to the project for one or more of the five alternatives being evaluated for the project. Sites considered to be of no risk to any of the five alternatives are not discussed in this section, but have been previously mentioned in Section 3.4 of this document. Risk analysis considered distance from the study area, the type of site, and the site's elevation relative to the proposed alignments. Select regulatory records pertinent to this assessment can be found in **Appendix B**. Site photographs are provided in **Appendix C** and the potential risk associated with each of these sites for each alternative is discussed later and provided in **Table 1**.

- **Sites 1 and 2 – American Cyanamid Co.**

These sites, which are located within the study area, are burial sites for Thimet Zinophos insecticide. This insecticide is identified on the American Cyanamid MSDS as "15-G soil and systemic insecticide," and is in the chemical family "organophosphate pesticide". According to records obtained from the Saline County Airport, which are provided in **Appendix F**, five railcar loads of the insecticide (total 297,940 pounds) were shipped in 1969 "to Benton, Arkansas for disposal". The insecticide was apparently buried in March 1970 within two separate pits (identified in this report as Sites 1 and 2) and their presumed locations are shown in **Appendix A**. Little is known about the current condition or possible migration/transport of the insecticide material that was buried by American Cyanamid. In 1990, an environmental site assessment was conducted for American Cyanamid, which is provided in **Appendix F**, that revealed evidence that the chemical buried at the sites may have migrated beyond the original marked boundaries of the burial pits. These samples were taken 28 years ago and it is reasonable to assume that further transport has occurred.

Federal Environmental Protection Agency (EPA) databases also identify Site 1 as American Cyanamid Co. and list the site as an inactive Resource Conservation and Recovery Act (RCRA) facility.

Field reconnaissance was unable to identify the precise location of the two burial pits. However, photograph 3 in **Appendix C** shows the general vicinity of Sites 1 and 2.



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- **Site 3 – Reynolds Mining/Metals Co. (E-40 Mine)**

This site, which is located near the center of the study area, is a historical bauxite mining pit identified as E-40. Two significant deed restrictions associated with this E-40 pit were attached to the land sale when Saline County Regional Airport purchased the land from Reynold Metals Company in 2002. The first restriction was the E-40 pit deed restriction due to hazardous materials under the surface. The boundary line applicable to this deed restriction, which is also the limits of this hazardous site, is shown in **Appendix A**. The second deed restriction created a deed restriction deed conservation easement. This conservation easement is land that is protected to ensure that the property “will be retained forever predominantly in its natural scenic, forested, and/or open space condition; to protect any rare plants, animals, or plant communities...”. The easement also protects the adjacent property from being used for purposes not listed in the 2002 Saline County Airport Deed (which is provided in **Appendix E**). According to ADEQ records, this site obtained several bauxite mining permits between 1976 and 2000 (Appendix B).

Field reconnaissance revealed no discernable evidence of hazardous materials on the surface of the E-40 mining site. However, the E-40 pit specifically has been identified as containing hazardous materials below the surface, and for this reason it is considered to be a high risk to the proposed project if impacted.

- **Site 4 – Granite Mountain Quarry Plant #3**

This site, which is located immediately adjacent to the southeast edge of the study area, is a currently operational quarry. This site is listed in the ADEQ database for containing regulated storage tanks. According to ADEQ records (**Appendix B**), two ASTs are located on the property and both are owned by McGeorge Contracting Company, Inc. Both tank have an 8,000-gallon capacity tank, were installed in 2002, are currently in use, and contain diesel. These ASTs are visible on current aerial photography and it appears they are used to refuel vehicles operating at the site. It is unknown if these tanks are equipped with secondary containment measures. The tanks are approximately 375 feet from the closest alternative alignment (which is Alternative C) and are at a higher elevation than the study area. Additionally, based on historic quadrangles, a small portion of the property was mined as early as 1987 until at least 1994.

As explained below for Site 5, it is possible that permits and regulatory records associated with Site 5 are actually applicable to this Site (Site 4). Thus, due to the presence of ASTs, coupled with the current industrial operations, historical mining activity, and potential presence of historic USTs (see Site 5 below for details), this site is considered a moderate risk to the proposed project. Photographs of the ASTs were not acquired during field reconnaissance due to restricted property



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access.

- **Site 5 – McGeorge Contracting Co.**

This site, which is located within the south end of the study area, is a currently operational mobile hot mix asphalt plant. Names associated with this Site include McGeorge Contracting Company, Inc., Cranford Reynolds Road Asphalt Plant, and Cranford Construction Company A. This site is listed in the ADEQ database for containing regulated storage tanks. According to ADEQ records (**Appendix B**), three underground storage tanks (USTs) and two ASTs are located on the property. All three USTs were installed in 1981 and removed in 1988. One of the USTs had a 550-gallon capacity and contained gasoline, one had a 1,000-gallon capacity and contained diesel, and one had a 1,000-gallon capacity and contained gasoline. The two ASTs were both installed in 1984, had 2,000-gallon capacities, and are permanently out of use (one contained diesel, once contained gasoline). No additional information is provided concerning the AST removal date; it is unknown whether these tanks are still present at the site and aerial photography is ambiguous. Based on historic quadrangles, this area was mined from as early as 1954 until 1994. However, air permits issued by ADEQ were granted to the company as early as 1986. Given that this area is identified as a mine site in the 1980's, it is unknown if the current facility was located on the site at that time. It seems feasible that the facility may have been located at the company's quarry (Site 4; Grante Mnt. Quarry Plant #3). Thus, it is possible that permits and regulatory records associated with this site are actually applicable to the nearby quarry site (Site 4), which is operated and/or owned by the same company.

Due to the presence of USTs and ASTs, coupled with the current industrial operations and historical mining activity, this site is considered a moderate risk to the proposed project. Photographs of the ASTs were not acquired during field reconnaissance due to restricted property access. However, photograph 4 (**Appendix C**) shows the west entrance of this asphalt plant.

- **Sites 6-9 – Known Historic Tailings Ponds**

According to the USGS Bryant, Arkansas quadrangle maps (**Appendix D**), tailings ponds were located in numerous locations throughout the study area. In the 1957 (photorevised 1970) Bryant quadrangle, tailings ponds are located near the north end of the site (identified as Site 9) as well as the southeast corner of the site (identified as Site 8). Additional tailings ponds (Sites 6 and 7) are shown in the 1957 (photorevised 1970 and 1975) along the west side of County Rd. 1. Known substances mined in this area include bauxite and syenite. Field reconnaissance revealed no discernable evidence of hazardous materials on the ground surface of these sites. These sites are considered moderate to high risks to the proposed



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project due to their long history as tailings ponds which result in the potential for concentrated quantities of heavy metals and/or other unknown substances.

- **Sites 10-13 – Potentially Contaminated Ponds**

Two ponds (Sites 10 and 11) currently exist within the study area and two (Sites 12 and 13) are located immediately adjacent to the study area. As previously discussed, most of the study area was historically mined and several of the other surrounding ponds are known tailings ponds. Additionally, Sites 1 and 2 (insecticide disposal pits) are in close proximity and up-gradient from these ponds and it seems likely that insecticide from Sites 1 and 2 may have contaminated this waterbody. Thus, given the proximity of Sites 1-2, in combination with the fact that the area was heavily mined in the past, one of these ponds (Site 10) is considered a high risk to the proposed project. Sites 11-12 are considered moderate risks to the proposed project and Site 14 is considered to be a low risk to the project due to its past use as a mining area, which results in the potential for concentrated quantities of heavy metals and/or other unknown substances. Field reconnaissance revealed no discernable evidence of hazardous materials on the ground surface of these sites (see photographs 3 and 5 in **Appendix C**).

4.2 Oil and Gas Log Findings

According to the Arkansas Oil and Gas Commission web mapper, no oil or gas wells are located within the study area or in the project vicinity. This research is located in **Appendix B**. Additionally, no evidence of present or past oil/gas wells were observed during the field reconnaissance and no active wells are observed on current/historical imagery.

4.3 Field Investigation Findings

During field reconnaissance, potential REC sites were identified in and adjacent to the study area. No additional sites, beyond those already identified in Section 4.1, were observed during the field reconnaissance. Photographs of some of the identified REC sites are provided in **Appendix C**.

5.0 Summary and Recommendations

The review of all regulatory federal and state databases, as well as a historical resources review, resulted in the identification of 13 facilities within the specified distance parameters that potentially have recognized environmental conditions and were determined to pose a risk to the project. Field reconnaissance discovered no additional REC sites within the study area. The potential risks associated with the 13 sites are discussed in Section 4 and provided in **Table 1**.



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As shown in **Table 1**, three sites (Sites 3, 7, and 10) pose a high risk to one or more alternatives, one site (Site 1) poses a moderate to high risk to one or more alternatives, five sites (Sites 6, 8, 9, 11, and 12) pose a moderate risk to one or more alternatives, one site (Site 5) poses a low to moderate risk to one or more alternatives, and three sites (Sites 2, 4, and 13) pose a low risk to one or more alternatives. It is recommended that once the preferred alternative is chosen, further investigation be conducted along that specific alignment for the Sites of concern associated with that alternative. Refer to **Appendix A** for the locations of each REC Site and **Appendix C** for site photographs.

Care should be taken during construction in the vicinity of the sites identified in this ISA. If any product or petroleum odors are detected, or evidence of hazardous materials are observed, the City of Bryant should be notified for potential further investigation.



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Table 1: Summary Table of All Known/Potential REC Sites

Site No.	Facility/Site Name	REC Type	REC Site Location	Risk Evaluation (Distance from Alternative; Elevation Relative to Alignment; Risk Level)				
				Alt. A	Alt. B	Alt. C	Alt. D	Alt. E
1	American Cyanamid Co.	Insecticide Disposal	34.576873, -92.484684	290 ft; Equal; Mod. to High	1,815 ft; Lower; None	290 ft; Equal; Mod. to High	290 ft; Equal; Mod. to High	1,084 ft; Equal; None
2	American Cyanamid Co.	Insecticide Disposal	34.578987, -92.482730	1,055 ft; Lower; None	1,480 ft; Lower; None	1,055 ft; Lower; None	1,055 ft; Lower; None	456 ft; Lower; Low
3	Reynolds Mining/Metals Co. (E-40 Mine)	Mining	34.594334, -92.470052	83 ft; Lower; Moderate	1,773 ft; Higher; None	1,576 ft; Lower; None	7 ft; Higher; High	7 ft; Higher; High
4	Granite Mountain Quarry Plant #3	RST & Mining	34.583404, -92.469029	540 ft; Higher; None	5,503 ft; Higher; None	336 ft; Higher; Low	1,502 ft; Higher; None	1,784 ft; Higher; None
5	McGeorge Contracting Co.	RST & Mining	34.577769, -92.483934	805 ft; Higher; Low	2,049 ft; Lower; None	805 ft; Higher; Low	805 ft; Higher; Low	1,238 ft; Equal; Low to Mod.
6	Known Historic Tailings Ponds	Mining	34.578667, -92.476227	68 ft; Equal; Moderate	3,120 ft; Lower; None	68 ft; Equal; Moderate	68 ft; Equal; Moderate	579 ft; Lower; None
7	Known Historic Tailings Ponds	Mining	34.582371, -92.474205	66 ft; Equal; Moderate	3,348 ft; Lower; None	66 ft; Equal; Moderate	0 ft; Equal; High	223 ft; Higher; Moderate
8	Known Historic Tailings Ponds	Mining	34.586110, -92.471598	154 ft; Higher; Moderate	3,260 ft; Lower; None	387 ft; Lower; Low	147 ft; Lower; Moderate	156 ft; Lower; Moderate
9	Known Historic Tailings Ponds	Mining	34.602771, -92.474985	659 ft; Higher; None	146 ft; Higher; Moderate	832 ft; Higher; None	341 ft; Equal; Low	341 ft; Equal; Low





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Site No.	Facility/Site Name	REC Type	REC Site Location	Risk Evaluation (Distance from Alternative; Elevation Relative to Alignment; Risk Level)				
				Alt. A	Alt. B	Alt. C	Alt. D	Alt. E
10	Potentially Contaminated Ponds	Mining & Insecticide Disposal	34.575499, -92.483283	4 ft; Lower; High	1,328 ft; Lower; None	4 ft; Lower; High	4 ft; Lower; High	57 ft; Lower; High
11	Potentially Contaminated Ponds	Mining & Insecticide Disposal	34.574885, -92.478520	24 ft; Equal; Moderate	3,360 ft; Lower; None	24 ft; Equal; Moderate	24 ft; Equal; Moderate	1,820 ft; Lower; None
12	Potentially Contaminated Ponds	Mining & Insecticide Disposal	34.572133, -92.483374	59 ft; Equal; Moderate	3,546 ft; Lower; None	59 ft; Equal; Moderate	59 ft; Equal; Moderate	2,828 ft; Lower; None
13	Potentially Contaminated Ponds	Mining & Insecticide Disposal	34.576612, -92.470877	360 ft; Equal; Low	4,255 ft; Lower; None	360 ft; Equal; Low	360 ft; Equal; Low	1,809 ft; Lower; None





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6.0 References

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<http://arkansasdeq.maps.arcgis.com/apps/webappviewer/index.html>

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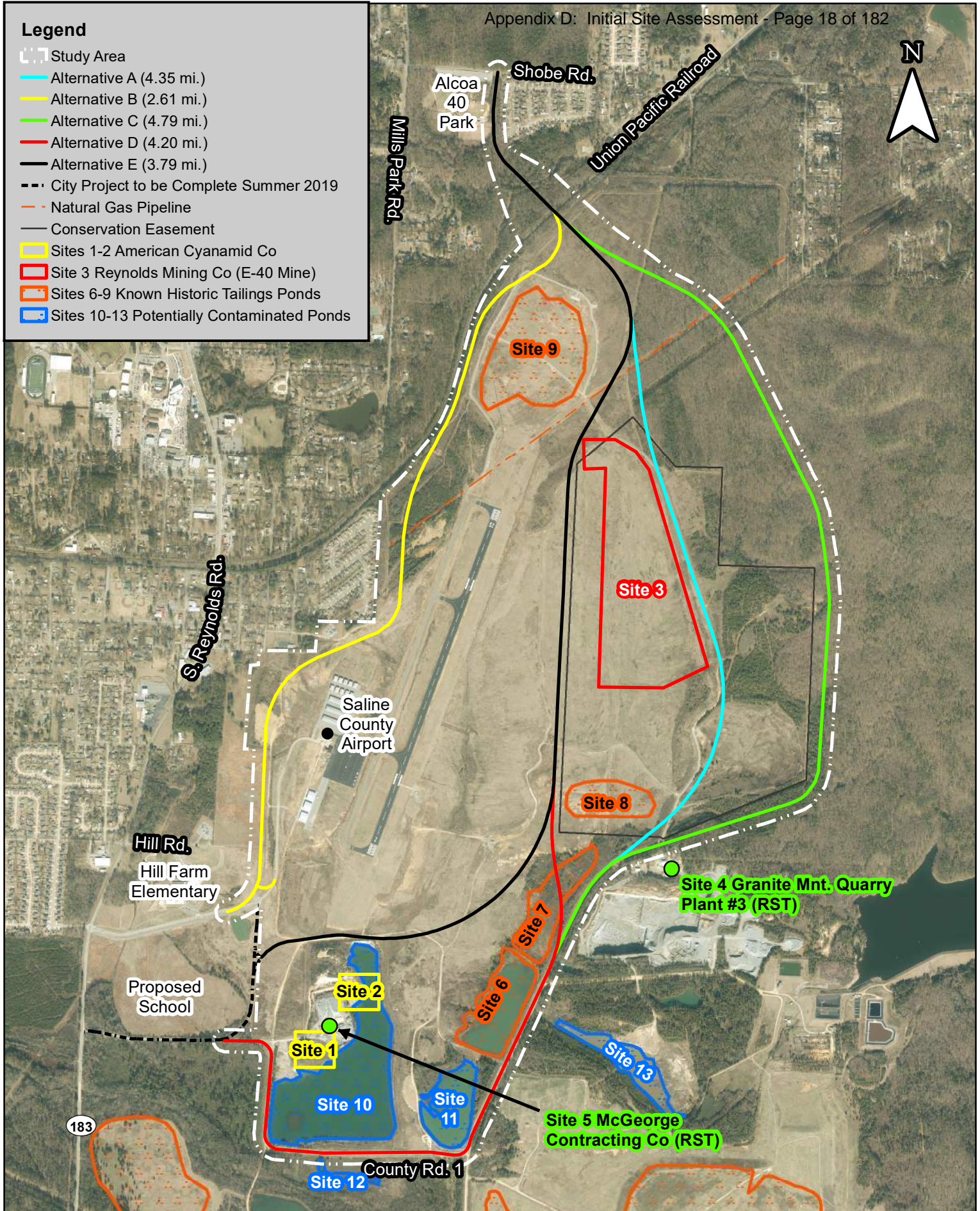
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APPENDIX A

Project Location Map and Known/Potential Sites of Concern Exhibit

Legend

-  Study Area
-  Alternative A (4.35 mi.)
-  Alternative B (2.61 mi.)
-  Alternative C (4.79 mi.)
-  Alternative D (4.20 mi.)
-  Alternative E (3.79 mi.)
-  City Project to be Complete Summer 2019
-  Natural Gas Pipeline
-  Conservation Easement
-  Sites 1-2 American Cyanamid Co
-  Site 3 Reynolds Mining Co (E-40 Mine)
-  Sites 6-9 Known Historic Tailings Ponds
-  Sites 10-13 Potentially Contaminated Ponds



PROJECT LOCATION MAP AND KNOWN/POTENTIAL REC SITES EXHIBIT (AERIAL)

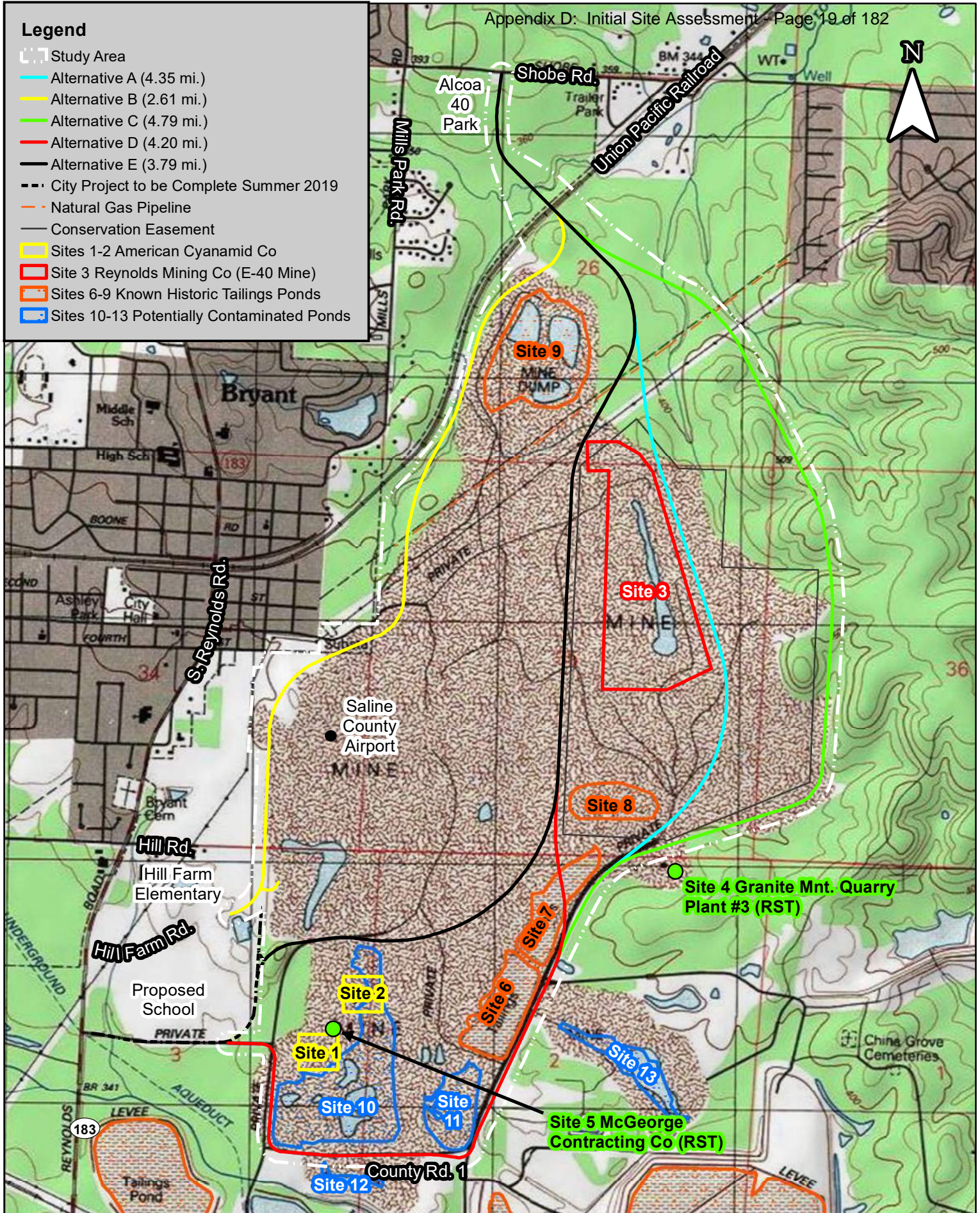
Bryant Parkway - Hill Road to Shobe Road; Saline County, Bryant, Arkansas

2015 Aerial Image

0 0.1 0.2 0.3 0.4
Miles

Legend

-  Study Area
-  Alternative A (4.35 mi.)
-  Alternative B (2.61 mi.)
-  Alternative C (4.79 mi.)
-  Alternative D (4.20 mi.)
-  Alternative E (3.79 mi.)
-  City Project to be Complete Summer 2019
-  Natural Gas Pipeline
-  Conservation Easement
-  Sites 1-2 American Cyanamid Co
-  Site 3 Reynolds Mining Co (E-40 Mine)
-  Sites 6-9 Known Historic Tailings Ponds
-  Sites 10-13 Potentially Contaminated Ponds



PROJECT LOCATION MAP AND KNOWN/POTENTIAL REC SITES EXHIBIT (TOPOGRAPHIC)

Bryant Parkway - Hill Road to Shobe Road; Saline County, Bryant, Arkansas

USGS 1994 Topographic Map

0 0.1 0.2 0.3 0.4
Miles



Bryant Parkway Extension

APPENDIX B

Select Regulatory Records

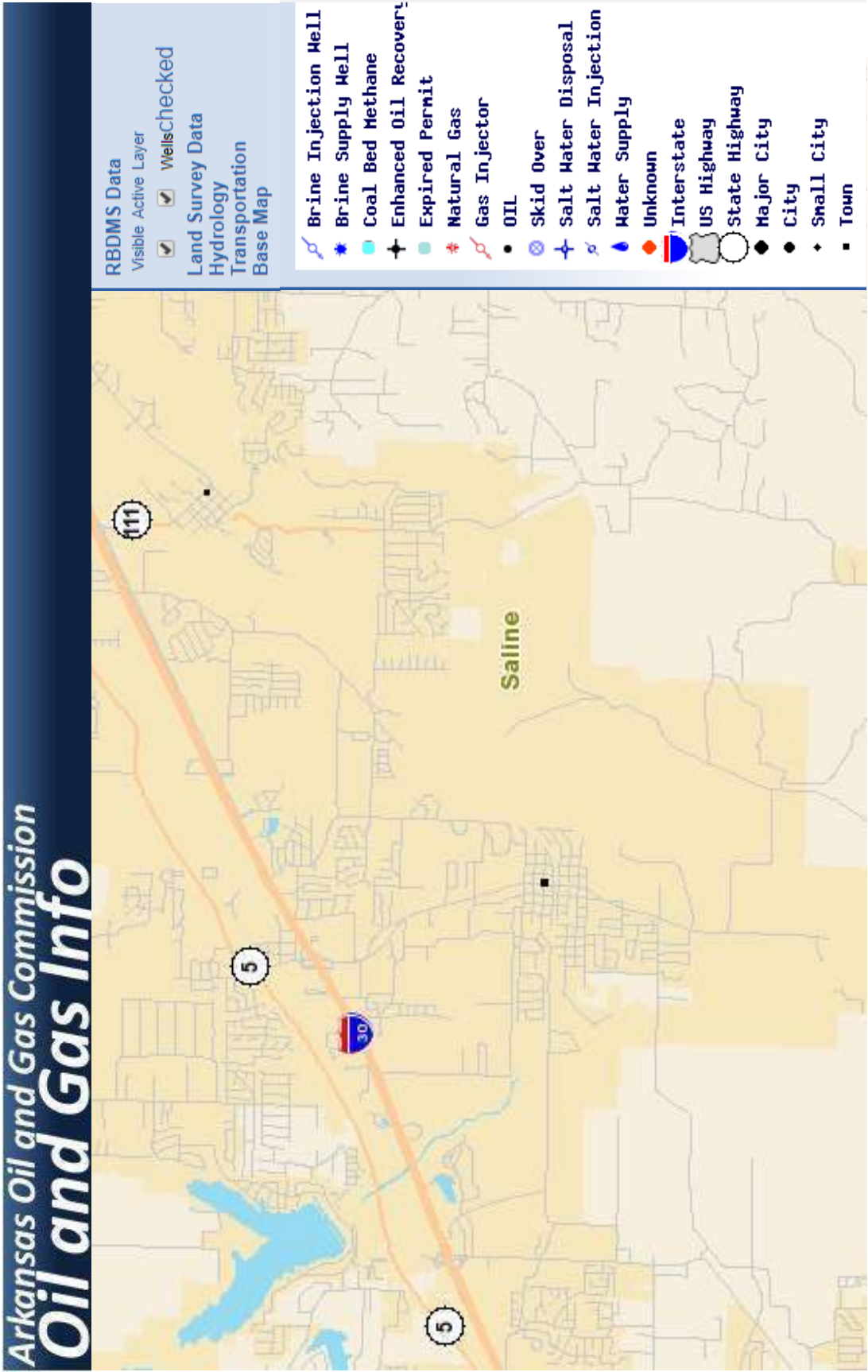
Federal and State Database Records Search

Garver searched both federal and state environmental record databases. The federal databases searched, and specified search radii, are as follows:

Federal Database	ASTM Specified Search Radii
National Priorities List (NPL)	1.0 mile
Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) List	0.5 mile
CERCLIS No Further Remedial Action Planned (NFRAP) List	0.25 mile
Corrective Action Report (CORRACTS)	1.0 mile
Resource Conservation and Recovery Act (RCRA) treatment, storage, and disposal facilities (TSD) list	0.5 mile
RCRA Generators lists	0.25 mile
RCRA NonGenerators list	0.25 mile

The state databases searched, and the specified search radii, are as follows:

State Database	ASTM Specified Search Radii
State Hazardous Waste Sites (SHWS)	1.0 mile
State Solid Waste Landfill Sites	0.5 mile
State Registered Underground Storage Tanks/ Aboveground Storage Tanks (UST's/AST's) list	0.25 mile
Historical Underground Storage Tanks (HIST UST)	0.25 mile
State Registered Leaking Underground Storage Tanks (LUST) list	0.5 mile
State Voluntary Cleanup Programs (VCP)	0.5 mile
Brownfields	0.5 mile



No Wells located in Study Area according to online mapper (<http://www.aogc2.state.ar.us/AOGConline/>)

Sites 1-2

American Cyanamid Co.

(for additional documents, see Appendix F)



Related Topics: Envirofacts

FRS

FRS Facility Detail Report

AMERICAN CYANAMID CO

EPA Registry Id: 110003404735
1705 CYANAMID RD
BRYANT, AR 72022

Facility Registry Service Links:

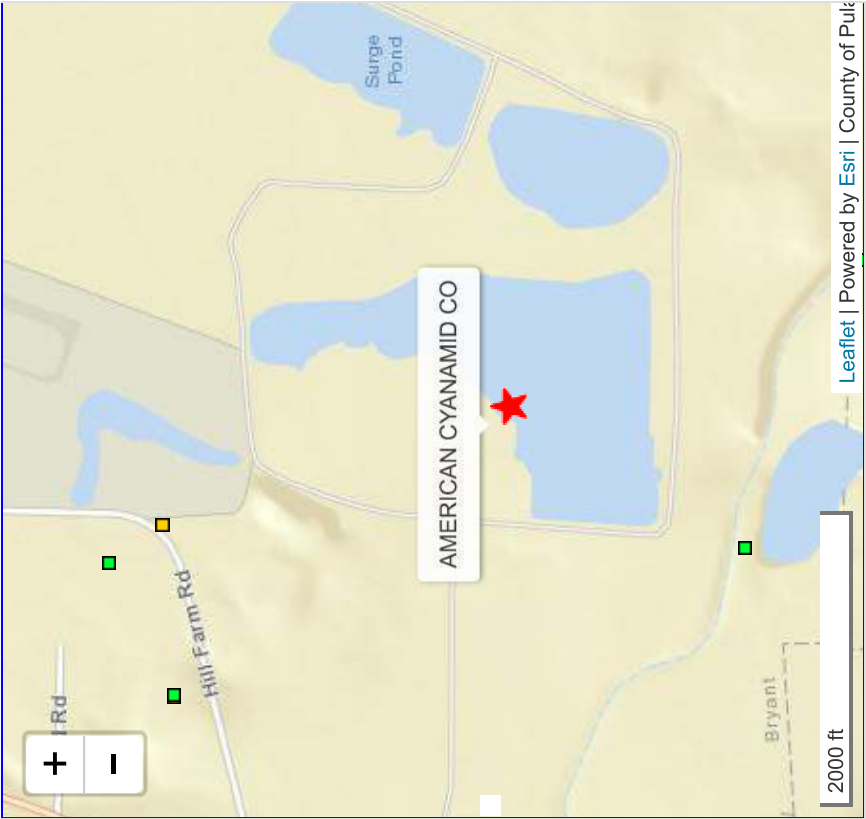
- Facility Registry Service (FRS) Overview
- FRS Facility Query
- FRS Organization Query
- EZ Query
- FRS Physical Data Model
- FRS Geospatial Model



Legend

- ★ Selected Facility
- EPA Facility of Interest
- State/Tribe Facility of Interest

The facility locations displayed come from the FRS Spatial Coordinates tables. They are the best representative locations for the displayed facilities based on the accuracy of the collection method and quality assurance checks performed against each location. The North American Datum of 1983 is used to display all coordinates.



Environmental Interests

Information System	System Facility Name	Information System Id/Report Link	Environmental Interest Type	Data Source	Last Updated Date	Supplemental Environmental Interests:
PERMIT DATA SYSTEM	AMERICAN CYANAMID CO	6300461	STATE MASTER	PDS		HAZ WASTE-ARD990869018 HAZARDOUS WASTE PROGRAM
RESOURCE CONSERVATION AND RECOVERY ACT INFORMATION SYSTEM	AMERICAN CYANAMID CO	ARD990869018	UNSPECIFIED UNIVERSE (N)	RCRAINFO	09/02/2000	
Additional EPA Reports: MyEnvironment Enforcement and Compliance Site Demographics Facility Coordinates Viewer Environmental Justice Map Viewer Watershed Report						

Standard Industrial Classification Codes (SIC)				National Industry Classification System Codes (NAICS)						
No SIC Codes returned.				Data Source	NAICS Code	Description	Primary			
Facility Codes and Flags				RCRAINFO	325188	ALL OTHER BASIC INORGANIC CHEMICAL MANUFACTURING.				
				PDS	325188	ALL OTHER BASIC INORGANIC CHEMICAL MANUFACTURING.				
				Facility Mailing Addresses						
EPA Region:				Affiliation Type	Delivery Point	City Name	State	Postal Code	Information System	
Duns Number:				MAILING ADDRESS	AMERICAN CYANAMID CO	BRYANT	AR	72022	PDS	
Congressional District Number:					FACILITY MAILING ADDRESS	1705 CYANAMID RD	BRYANT	AR	72022	RCRAINFO
Legislative District Number:										
HUC Code/Watershed:										
US Mexico Border Indicator:										
Federal Facility:										
Tribal Land:										
				Contacts						
Alternative Names				Affiliation Type	Full Name	Office Phone	Information System	Mailing Address		
No Alternative Names returned.				REGULATORY CONTACT	JAMES PHILLIPS	5015575417	RCRAINFO			
Organizations				OTHER CONTACT	JAMES PHILLIPS	5015575417	PDS			
No Organizations returned.										

Query executed on: APR-06-2018

Last updated on September 24, 2015

Site 3

Reynolds Mining/Metals Co. (E-40 Mine)

(for additional documents, see Appendix E)

Permit Data System Specific Facility Summary

[Close this window](#) [Print this page](#)

Note: Select the *AFIN* for Facility Details

<u>AFIN</u>	Facility Name	City	County
<u>63-00838</u>	REYNOLDS MINING CO	BRYANT	SALINE

List of All Permits Issued to This Facility

Note: Select underlined *Permit Numbers* for detailed permit information.

Permit Number	Media	Status	Permit Type	Issued	Revised	Expired
<u>0035-MN</u>	Mining-Non-Coal	Voided	Bauxite	02/24/1972		07/01/1976
<u>0035-MN-A1</u>	Mining-Non-Coal	Voided	Bauxite	05/05/1975		07/01/1976
<u>0035-MN-A2</u>	Mining-Non-Coal	Voided	Bauxite	07/07/1976		07/01/1976
<u>0035-MN-A3</u>	Mining-Non-Coal	Voided	Bauxite	08/28/1981		06/01/1991
<u>0035-MN-A4</u>	Mining-Non-Coal	Voided	Bauxite	03/20/1991		06/01/1996
<u>0035-MN-A5</u>	Mining-Non-Coal	Released	Bauxite	08/23/1995		06/01/2000

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Permit Data System Specific Facility Summary

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Note: Select the *AFIN* for Facility Details

<u>AFIN</u>	Facility Name	City	County
<u>63-00841</u>	REYNOLDS MINING CO	BRYANT	SALINE

List of All Permits Issued to This Facility

Note: Select underlined *Permit Numbers* for detailed permit information.

Permit Number	Media	Status	Permit Type	Issued	Revised	Expired
<u>0106-MN</u>	Mining-Non-Coal	Voided	Bauxite	07/30/1976		07/01/1981
<u>0106-MN-A1A</u>	Mining-Non-Coal	Voided	Bauxite	12/07/1981		07/01/1986
<u>0106-MN-A1B</u>	Mining-Non-Coal	Voided	Bauxite	08/12/1986		07/01/1987
<u>0106-MN-A1C</u>	Mining-Non-Coal	Voided	Bauxite	07/22/1987		07/01/1990
<u>0106-MN-A2</u>	Mining-Non-Coal	Voided	Bauxite	05/21/1990		07/01/1995
<u>0106-MN-A3</u>	Mining-Non-Coal	Released	Bauxite	08/23/1995		05/01/2000

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APPLICATION FOR PERMIT TO ENGAGE IN OPEN-CUT MINING IN THE STATE OF ARKANSAS

APR 21 1995

Submit in Duplicate

Date APRIL 20, 1995

State of Arkansas
Department of Pollution Control and Ecology
3001 National Drive
Little Rock, Arkansas 72209

(I) (We) (The) REYNOLDS METALS COMPANY

(Name of Company, Corporation, Partnership or Individual)

3201 S. REYNOLDS ROAD BAUXITE AR 72011
Street City State Zip

make application

- () For a new permit 35-A-4-BAUX
(X) To amend permit No. _____ as follows TOTAL ACRES 64.61
(X) For an extension of time for permit No. 35-A-4-BAUX

to mine RECLAMATION ONLY by the open-cut method during the period of

6-1-95 Mineral to 6-1-2000, in the following area: SALINE
County

35 1S 14W
Section Township Range

Name of Mine	Address	Acres to be Affected
<u>E-40</u>	<u>EAST PANELS</u>	<u>64.61</u>

Estimated annual production (tons) RECLAMATION ONLY Total acres 64.61

Based upon the attached mining and reclamation plans, a bond, duly executed in accordance with the Arkansas Open-Cut Land Reclamation Act and the Arkansas Open-Cut Mining and Reclamation Code written pursuant to the Act, in the amount of \$969,150, together with a check for application fee in keeping with the Code in the amount of EXISTING BOND is enclosed. Applicant certifies that all required documentation is attached. BOND #5768929

C. C. MCELWAINPROJECT MANAGER

Typed Name of Official

Title

Signature of Official

Subscribed and sworn to before me this 20TH day of, APRIL, 19 95My commission expires 6-25-2001

Notary Public

Approved: August 23, 1995

Date

For the Department

35 A-5 BAUX

Permit Number

Site 4

Granite Mountain Quarry Plant #3

Permit Data System Specific Facility Summary

[Close this window](#) [Print this page](#)

Note: Select the *AFIN* for Facility Details

<u>AFIN</u>	Facility Name	City	County
<u>63-00379</u>	GRANITE MTN. QUARRY PLANT #3	BAUXITE	SALINE

List of All Permits Issued to This Facility

Note: Select underlined *Permit Numbers* for detailed permit information.

Permit Number	Media	Status	Permit Type	Issued	Revised	Expired
<u>63001690</u>	RST					
<u>ARG500009</u>	Water-NPDES	Active	Industrial	02/08/2016	10/31/2012	01/31/2021
<u>ARR00C208</u>	Water-NPDES	Active	Industrial	03/26/2010	05/20/2014	06/30/2019
<u>ARR10B799</u>	Water-NPDES	Voided	Storm Runoff	07/26/2000		

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Regulated Storage Tanks (RST) Data Files

Storage Tank Details for This Facility

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Facility Information Summary

Facility ID	AFIN	Location Name/Address	Temp Out	AG	UG	Leak	1998 Compl
63001690	<u>63-00379</u>	GRANITE MOUNTAIN QUARRIES #3 1925 SOUTH REYNOLDS ROAD BAUXITE, AR 72011 County: SALINE		X			
Contact Name:		KEM MCBRIDE	Date Received:		08/27/2002		
Contact Title:		FOREMAN	Entry Date:		08/28/2002		
Contact Phone:		(501) 539-1445	Entry Clerk:		NORTONC		
Location SIC:			Update Date:		08/29/2002		
Location AFIN:		63-00379	Update Clerk:		NORTONC		
Latitude:		34.583402	Amended:		N		
Longitude:		-92.466564	Certified Name:		LLOYD B. BAKER		
Aboveground:		X	Title:		SAFETY DIRECTOR		
Underground:			Date Signed:		8/23/2002		
Date Reg. Cert. Issued:		7/11/2017	Do not invoice, if marked:		[]		

Owner Information Summary

OwnerID	Owner Name/Address	Phone
008815	MCGEORGE CONTRACTING CO., INC. 1501 PORT ROAD, P.O.BOX 7008 PINE BLUFF, AR 71611	(870) 534-7120
County:		JEFFERSON
Owner Type:		1
Date Form Received:		08/27/2002
Date Form Entered:		03/29/2000
Last Date Updated:		08/28/2002
Entry Clerk:		NORTONC
Update Clerk:		NORTONC

Financial Assurance Information

Date Signed	Financial Assurance Mechanism	Entry Clerk	Entry Date	Update Clerk	Update Date
02/14/2003	CIOA - Certificate issued, original, AST	BATEMAN	02/14/2003		

Billing/Payment Information

Invoice #	Date Billed	Owner as of Billing Date	Status	Amount/ Date Due	Last Amount Paid/ Last Date Paid	Last Check #	Late Fee Billed	Total Paid
ABT024035	09/18/2002	MCGEORGE CONTRACTING CO., INC.		\$100.00 11/02/2002	\$100.00 09/23/2002	36617		\$100.00
ABT025088	05/09/2003	MCGEORGE CONTRACTING CO., INC.		\$100.00 06/30/2003	\$100.00 05/29/2003	42536		\$100.00
ABT026809	05/14/2004	MCGEORGE CONTRACTING CO., INC.		\$100.00 06/30/2004	\$100.00 06/04/2004	52315		\$100.00
TKS075910	05/16/2005	MCGEORGE CONTRACTING CO., INC.		\$100.00 06/30/2005	\$100.00 05/31/2005	61925		\$100.00
TKS081014	05/19/2006	MCGEORGE CONTRACTING CO., INC.		\$150.00 07/03/2006	\$150.00 06/05/2006	72753		\$150.00
TKS086180	05/08/2007	MCGEORGE CONTRACTING CO., INC.		\$150.00 06/30/2007	\$150.00 05/21/2007	82631		\$150.00

No Underground Storage Tank Information was found in our database for this facility.

Latitude:			Entry Date:		08/28/2002		
Longitude:			Entry Clerk:				
Capacity:		8000	Update Date:				
			Update Clerk:				
Status			Substance			Tank Material	
Install Date:		08/01/2002	Empty:			Steel:	X
Tank Status:		In Use	Diesel:		X	Concrete:	
Tank Status Date:			Kerosene:			Plastic:	
Date Last Used:			Gasoline:			Unknown:	
Removed:			Used Oil:			Other Description:	
Gals Remaining:			Hazardous:				
			Unknown:				
			Mixture Description:				
			Other Description:				
Internal Corrosion Protection			External Corrosion Protection			Piping	
Cathodic Prot. System:			Cathodic Prot. System:			Bare Steel:	X
Lining:			Painted:		X	Galvanized Steel:	
None:			Plastic:			Plastic:	
Unknown:		X	None:			Cathodic:	
Other Description:			Unknown:			Unknown:	
			Other Description:			Other Description:	

Latitude:			Entry Date:		08/28/2002		
Longitude:			Entry Clerk:				
Capacity:		8000	Update Date:				
			Update Clerk:				
Status			Substance			Tank Material	
Install Date:		08/01/2002	Empty:			Steel:	X

Status		Substance		Tank Material	
Tank Status:	In Use	Diesel:	X	Concrete:	
Tank Status Date:		Kerosene:		Plastic:	
Date Last Used:		Gasoline:		Unknown:	
Removed:		Used Oil:		Other Description:	
Gals Remaining:		Hazardous:			
		Unknown:			
		Mixture Description:			
		Other Description:			
Internal Corrosion Protection		External Corrosion Protection		Piping	
Cathodic Prot. System:		Cathodic Prot. System:		Bare Steel:	X
Lining:		Painted:	X	Galvanized Steel:	
None:		Plastic:		Plastic:	
Unknown:	X	None:		Cathodic:	
Other Description:		Unknown:		Unknown:	
		Other Description:		Other Description:	

No Storage Tank Leak information was found in our database for this facility.

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Site 5

McGeorge Contracting Co.

Permit Data System Specific Facility Summary

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Note: Select the *AFIN* for Facility Details

<u>AFIN</u>	Facility Name	City	County
<u>88-00267</u>	MCGEORGE CONTRACTING CO, INC	BRYANT	SALINE

List of All Permits Issued to This Facility

Note: Select underlined *Permit Numbers* for detailed permit information.

Permit Number	Media	Status	Permit Type	Issued	Revised	Expired
<u>0602-A</u>	Air	Voided	NSPS-New Source Perf.Standards	04/04/1980		
<u>0789-AR-1</u>	Air	Voided	Minor Source	03/09/1992		
<u>0789-AR-2</u>	Air	Voided	Minor Source	12/27/2001		
<u>0789-AR-3</u>	Air	Active	Minor Source	12/16/2013		
<u>1912-AGP-064</u>	Air	Voided	Minor Source	08/23/2006		
<u>60000045</u>	RST					

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Regulated Storage Tanks (RST) Data Files

Storage Tank Details for This Facility

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Facility Information Summary

Facility ID	AFIN	Location Name/Address	Temp Out	AG	UG	Leak	1998 Compl
60000045	<u>88-00267</u>	CRANFORD ASPHALT COMPANY 5000 W. BETHANY RD NORTH LITTLE ROCK, AR 72117 County: PULASKI		X	X		X
Contact Name:		DOYLE MURPHY	Date Received:		05/12/1986		
Contact Title:		PLANT MANAGER	Entry Date:		08/08/1990		
Contact Phone:		(501) 945-3652	Entry Clerk:		TERESA		
Location SIC:			Update Date:		10/31/2003		
Location AFIN:		88-00267	Update Clerk:		LYNDA		
Latitude:			Amended:		Y		
Longitude:			Certified Name:		BRENDA FISHER		
Aboveground:		X	Title:		SECRETARY		
Underground:		X	Date Signed:		5/9/1986		
Date Reg. Cert. Issued:		6/3/1997	Do not invoice, if marked:		[]		

Owner Information Summary

OwnerID	Owner Name/Address	Phone
003513	ALVIN SIMPSON INC 15320 FAULKNER LAKE ROAD NORTH LITTLE ROC, AR 72117	(501) 961-1048
County:		PULASKI
Owner Type:		1
Date Form Received:		05/12/1986
Date Form Entered:		08/08/1990
Last Date Updated:		11/27/2006
Entry Clerk:		TERESA
Update Clerk:		schenk

No Eligibility Certification Information on record for this Facility.

Billing/Payment Information

Invoice #	Date Billed	Owner as of Billing Date	Status	Amount/ Date Due	Last Amount Paid/ Last Date Paid	Last Check #	Late Fee Billed	Total Paid
ABT000018	05/21/1991	ALVIN SIMPSON, INC.		\$70.00 06/30/1991	\$70.00 07/09/1991	18257		\$70.00
ABT001231	05/23/1992	ALVIN SIMPSON, INC.		\$35.00 06/30/1992	\$35.00 06/21/1992	19777		\$35.00
ABT001919	06/01/1992	ALVIN SIMPSON, INC.		\$35.00 06/30/1992	\$35.00 06/21/1992	19776		\$35.00
ABT003801	06/01/1993	SIMPSON, ALVIN INC.		\$95.00 06/30/1993	\$95.00 06/17/1993	20652		\$95.00
ABT005854	06/01/1994	SIMPSON, ALVIN INC.		\$100.00 06/30/1994	\$100.00 06/23/1994	21471		\$100.00
ABT007499	06/01/1995	SIMPSON, ALVIN INC.		\$100.00 07/16/1995	\$100.00 07/11/1995	22228		\$100.00
ABT009096	05/17/1996	SIMPSON, ALVIN INC.		\$100.00 06/30/1996	\$100.00 06/22/1996	22835		\$100.00

Invoice #	Date Billed	Owner as of Billing Date	Status	Amount/ Date Due	Last Amount Paid/ Last Date Paid	Last Check #	Late Fee Billed	Total Paid
ABT010762	05/16/1997	SIMPSON, ALVIN INC.		\$100.00 06/30/1997	\$100.00 06/25/1997	23231		\$100.00
ABT012504	05/15/1998	SIMPSON, ALVIN INC.	Void	06/30/1998				

Underground Tank Information for Tank #1

1998 Deadline Compliance:

Latitude:				Entry Date:			
Longitude:				Entry Clerk:			
Capacity:		550		Update Date:			
				Update Clerk:			
Status			Substance			Tank Material	
Tank Status:		Permanently Out Of Use		Empty:		X	Steel:
Tank Status Changed Date:		12/01/1988		Diesel:			Epoxy:
Status Changed Reason:		Removed		Kerosene:			Composite:
Install Date:		01/01/1981		Gasoline:		X	FRP:
Site Assessment Date:				Used Oil:			Concrete:
Site Assessment Leak Check:				New Oil:			Interior Liner:
CERCLA Name:				Hazardous:			Excavation Liner:
				Unknown:			Double Walled:
				Mixture Description:			Polyethylene Jacket:
				Other Description:			Unknown:
							Other:
Release Detection			Corrosion Protection			Spill & Overflow Protection	
Installed:				Installed:			
Manual Tank Gauging:				Ext. Asphalt Coating:			
Tank Tightness Test:				Ext. Dielectric Coating:			
Inventory Controls:				Ext. FRP:			
Auto Tank Gauging:				Internal Lining:			
Vapor Monitoring:				Cathodic Prot. System:		Unknown:	
Groundwater Monitoring:				Electrical Isolation:			
Interstitial/Dbl Wall:				Unknown:		X	
SIR:				Other Description:			
Unknown:		X					
Other Description:							
Piping Material			Piping Type			Release Detection	
Bare Steel:				Suction; PCV:			
Galvanized Steel:		X		Suction; TCV:			
FRP:				Pressure:			
Copper:				Gravity:			
Dbl. Walled:				Unknown:		X	
Sec. Cont:				Repair Date:			
Unknown:				Other Description:			
Other Description:							
Piping Corrosion Protection			Certificate of Compliance Testing Information				
Coated/Wrapped:				Date:			
FRP:				Company License Number:			
Cathodic Prot. System:				Tester License Number:			
Electrical Isolation:				Install Date:			
Unknown:		X		Company License Number:			

1998 Deadline Compliance:

1998 Deadline Compliance:

Aboveground Tank Information for Tank #1

Latitude:			Entry Date:				
Longitude:			Entry Clerk:		MARSH		
Capacity:		2000	Update Date:		05/20/1998		
			Update Clerk:		MARSH		
Status			Substance			Tank Material	
Install Date:		01/01/1984	Empty:			Steel:	X

Status		Substance		Tank Material	
Tank Status:	Permanently Out Of Use	Diesel:	X	Concrete:	
Tank Status Date:		Kerosene:		Plastic:	
Date Last Used:		Gasoline:		Unknown:	
Removed:		Used Oil:		Other Description:	
Gals Remaining:	0	Hazardous:			
		Unknown:			
		Mixture Description:			
		Other Description:			
Internal Corrosion Protection		External Corrosion Protection		Piping	
Cathodic Prot. System:		Cathodic Prot. System:		Bare Steel:	
Lining:		Painted:	X	Galvanized Steel:	
None:		Plastic:		Plastic:	
Unknown:	X	None:		Cathodic:	
Other Description:		Unknown:		Unknown:	
		Other Description:		Other Description:	NONE

Aboveground Tank Information for Tank #2

Latitude:		Entry Date:			
Longitude:		Entry Clerk:	MARSH		
Capacity:	2000	Update Date:	05/20/1998		
		Update Clerk:	MARSH		
Status		Substance		Tank Material	
Install Date:	01/01/1984	Empty:		Steel:	X
Tank Status:	Permanently Out Of Use	Diesel:		Concrete:	
Tank Status Date:		Kerosene:		Plastic:	
Date Last Used:		Gasoline:	X	Unknown:	
Removed:		Used Oil:		Other Description:	
Gals Remaining:	0	Hazardous:			
		Unknown:			
		Mixture Description:			
		Other Description:			
Internal Corrosion Protection		External Corrosion Protection		Piping	
Cathodic Prot. System:		Cathodic Prot. System:		Bare Steel:	
Lining:		Painted:	X	Galvanized Steel:	
None:		Plastic:		Plastic:	
Unknown:	X	None:		Cathodic:	
Other Description:		Unknown:		Unknown:	
		Other Description:		Other Description:	NONE

No Storage Tank Leak information was found in our database for this facility.

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Bryant Parkway Extension

APPENDIX C

Field Investigation Photographs



▲ AST present at the Airport.



▲ Markers indicating below ground presence of the natural gas pipeline at the north end of the airfield.



▲ General location of REC Sites 1 and 2. Photograph taken east of Site 10 looking west.



▲ West entrance of asphalt plant (REC Site 5).



▲ View looking southwest at asphalt plant (REC Site 5) & potentially contaminated pond (REC Site 10).



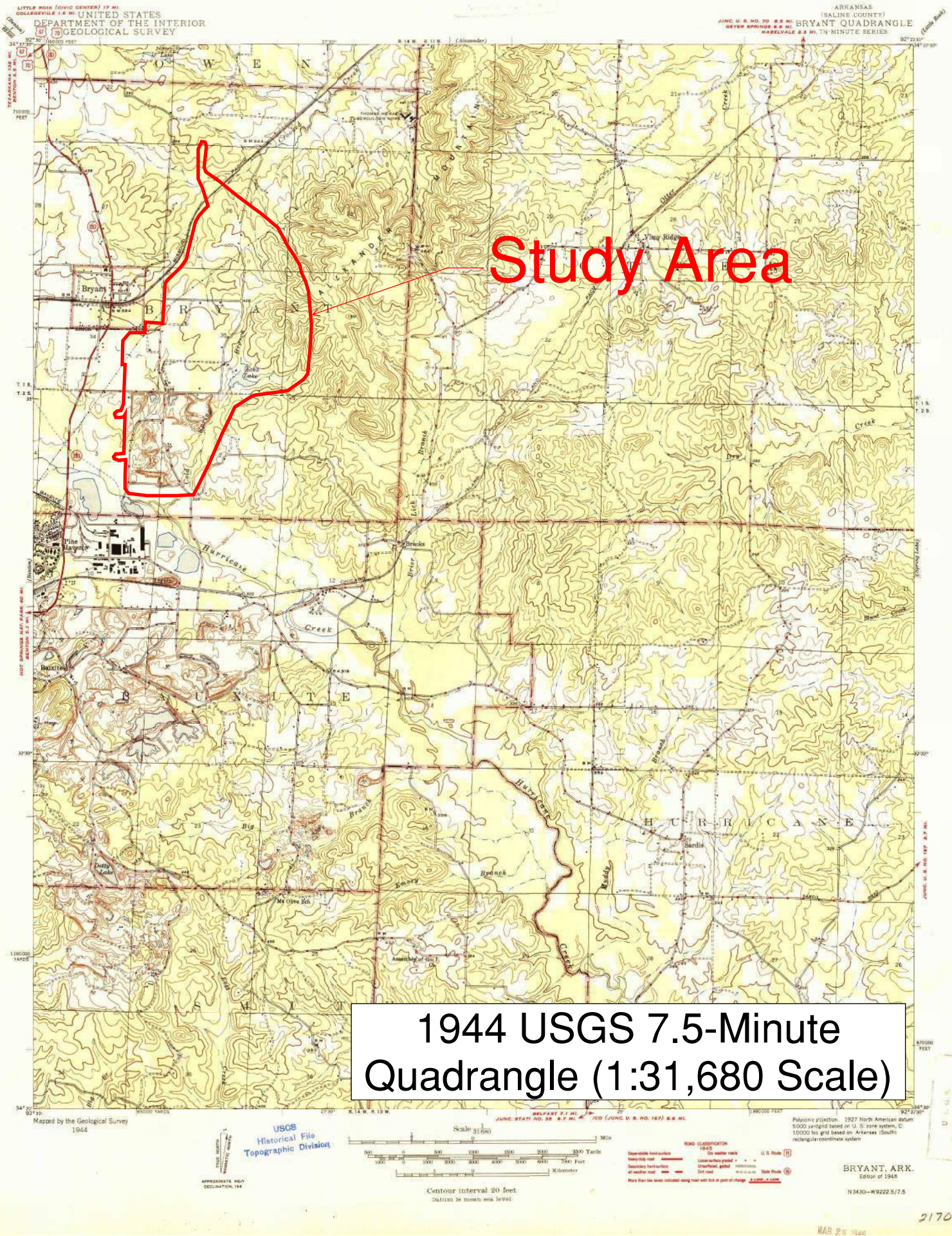
▲ Example of some of the typical landscape present on the airfield.

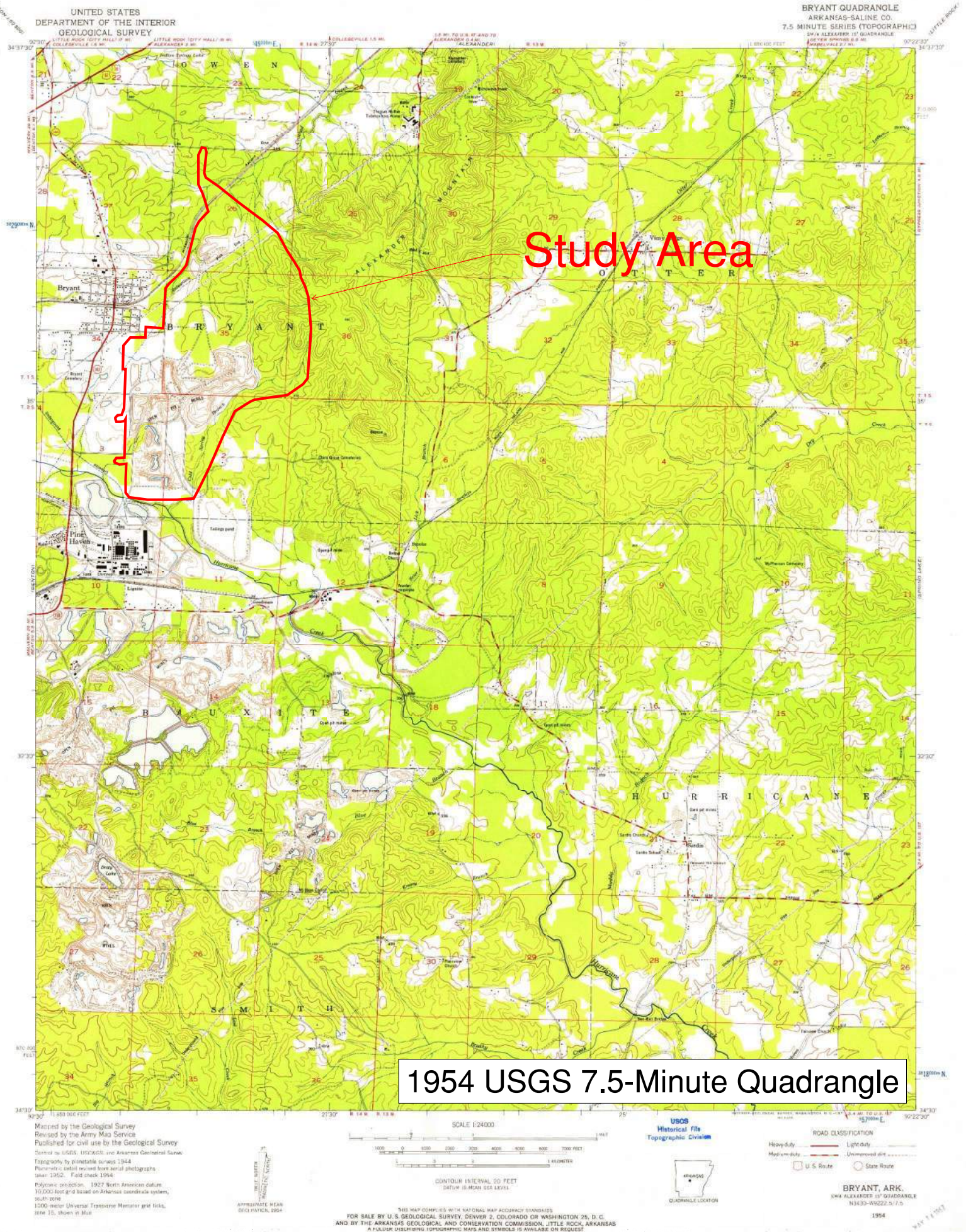


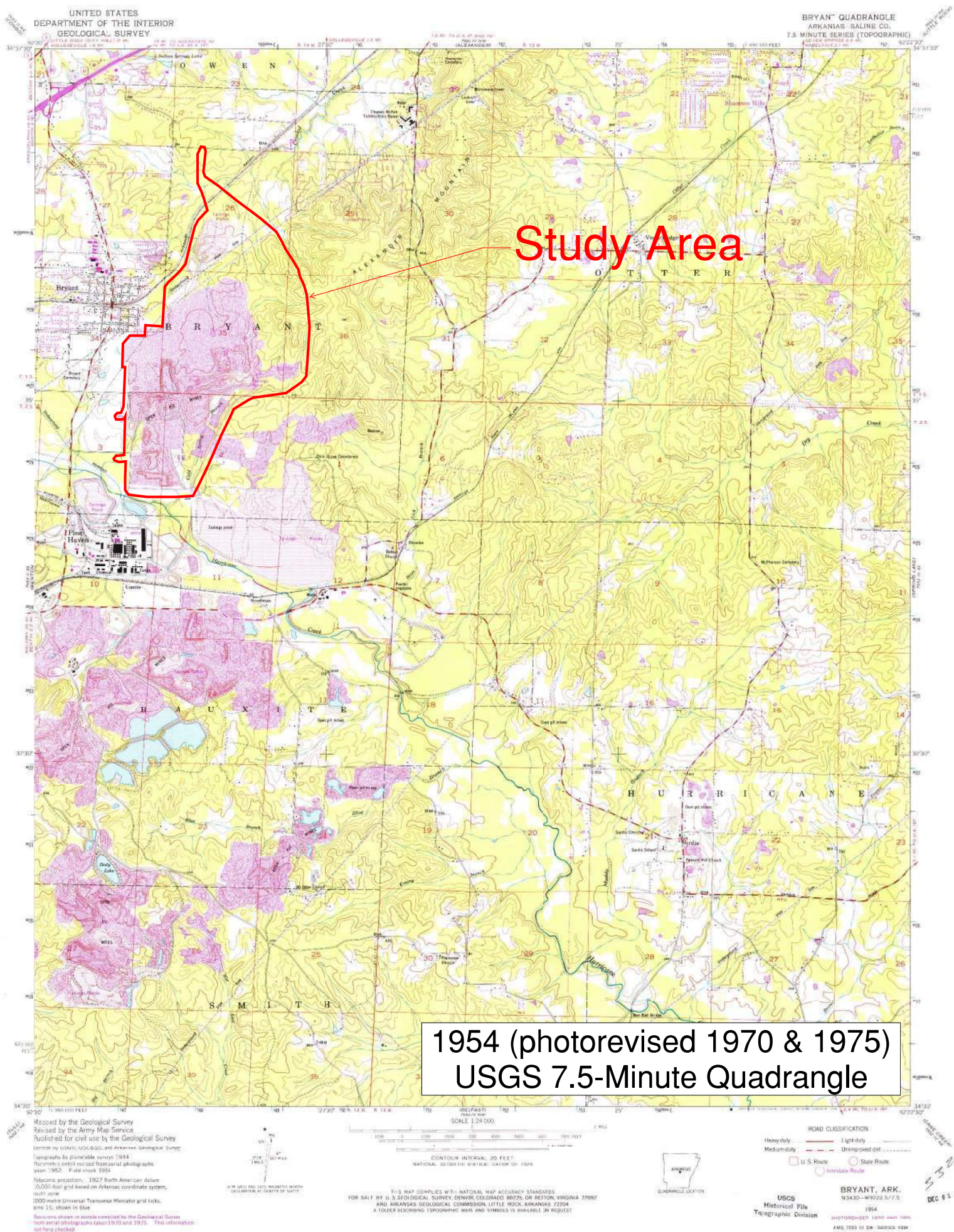
Bryant Parkway Extension

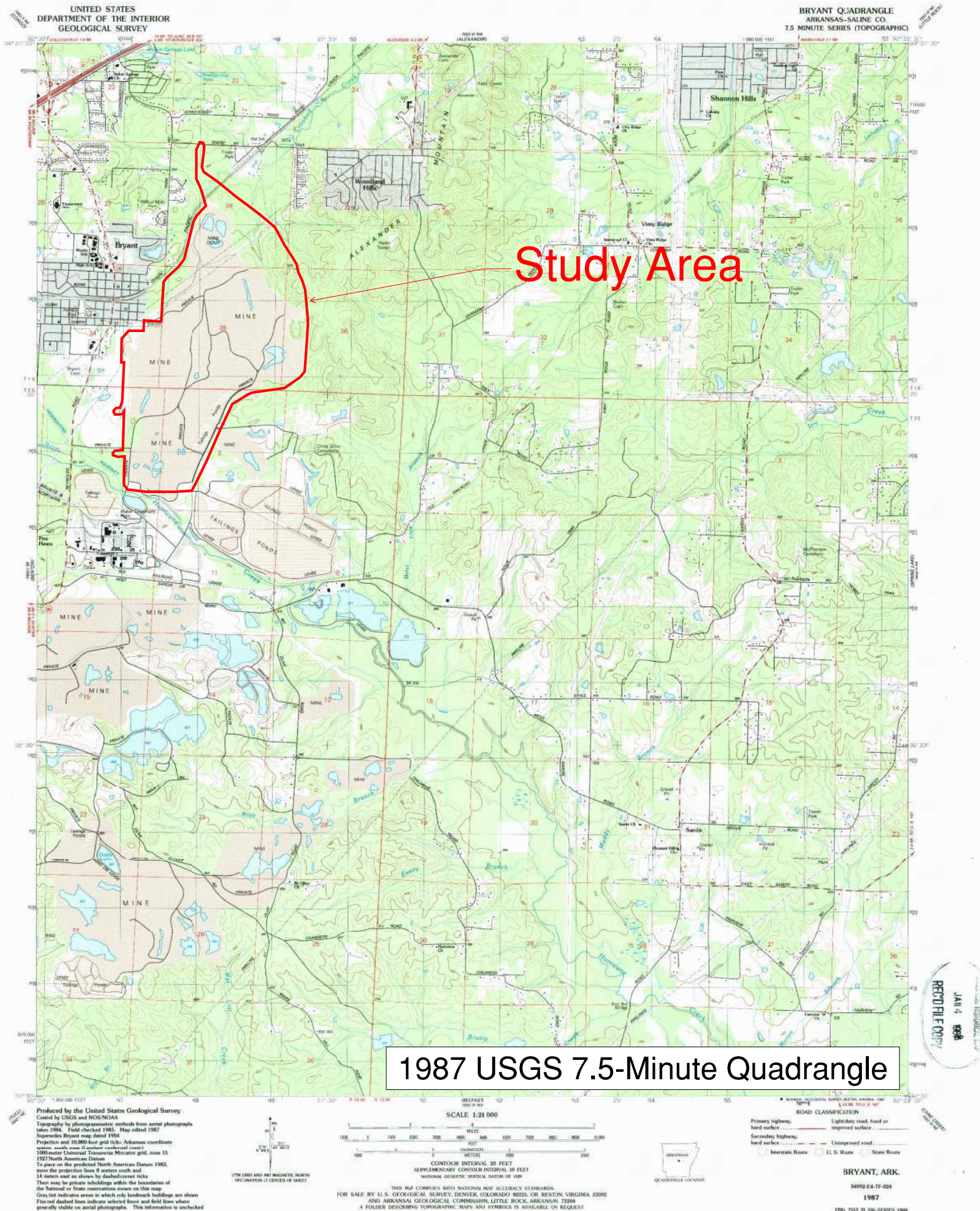
APPENDIX D

Historic Topographic Maps and Aerial Photograph









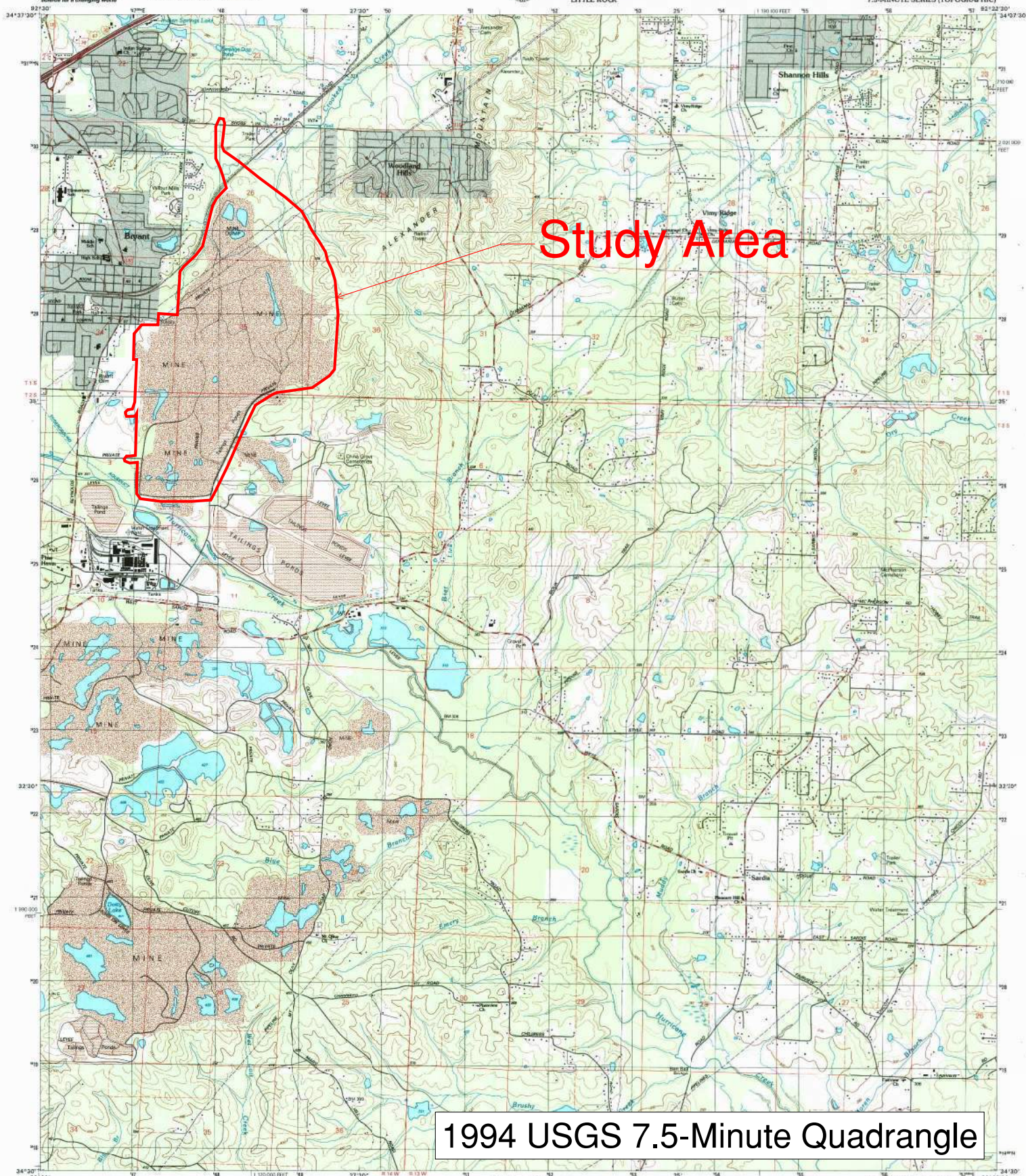


U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY



STATE OF ARKANSAS
GEOLOGICAL COMMISSION
LITTLE ROCK

BRYANT QUADRANGLE
ARKANSAS-SALINE CO.
7.5-MINUTE SERIES (TOPOGRAPHIC)



1994 USGS 7.5-Minute Quadrangle

Produced by the United States Geological Survey
in cooperation with Arkansas Geological Commission
Topography compiled 1984. Planimetry derived from imagery
taken 1994 and other sources. Public Land Survey System and
survey control current as of 1985.
North American Datum of 1983 (NAD 83). Projection and
1:62,500 scale. Universal Transverse Mercator, zone 15.
10 000-foot ticks: Arkansas Coordinate System of 1983 (south zone)
North American Datum of 1983 (NAD 83) is shown by dashed
contour ticks. The values of the shift between NAD 83 and
NAD 27 for 7.5-minute quadrangles are obtainable from
National Geospatial Survey NADCON software.
Landmark buildings verified 1985.

UTM GRID AND MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET



U.S. GEOLOGICAL SURVEY

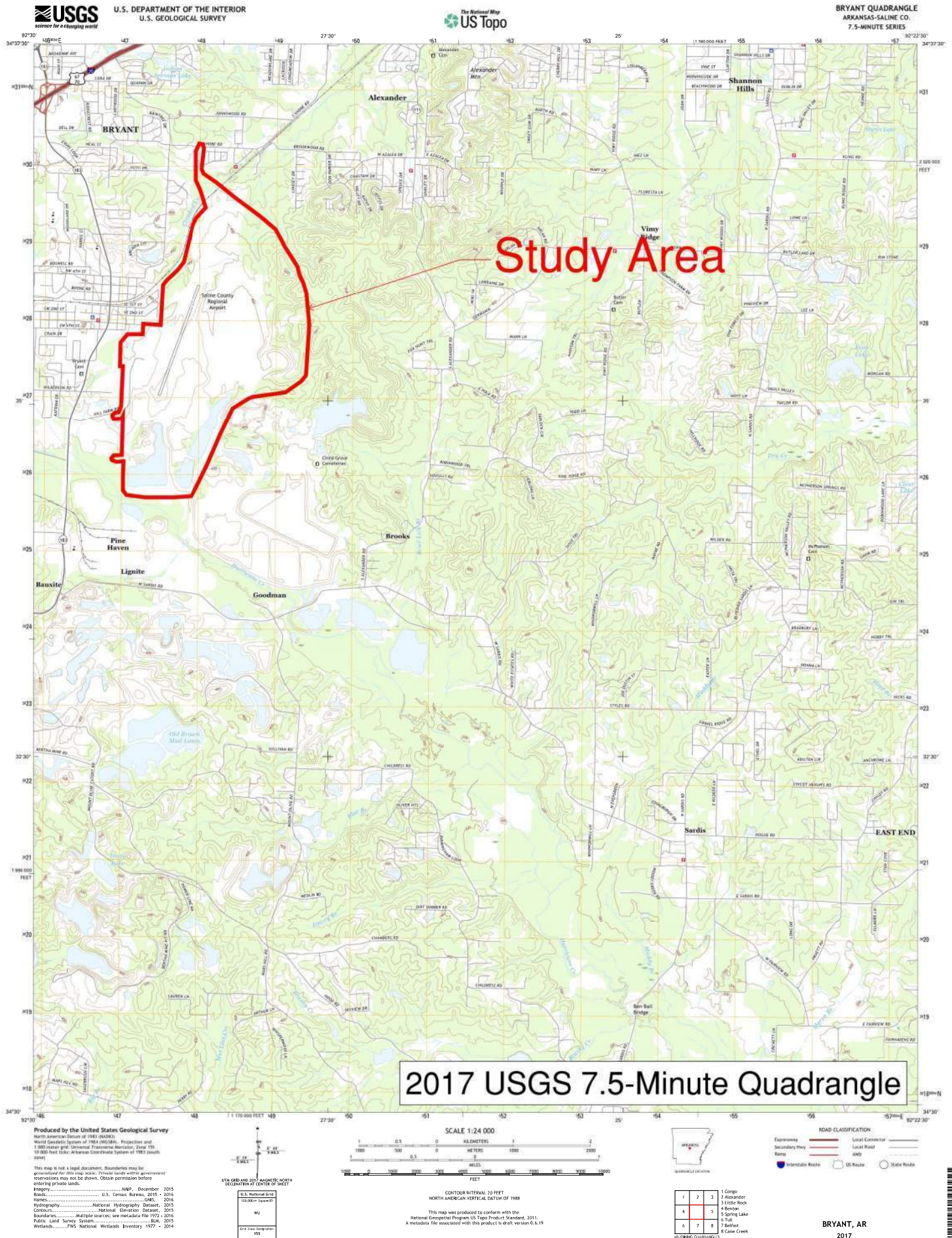


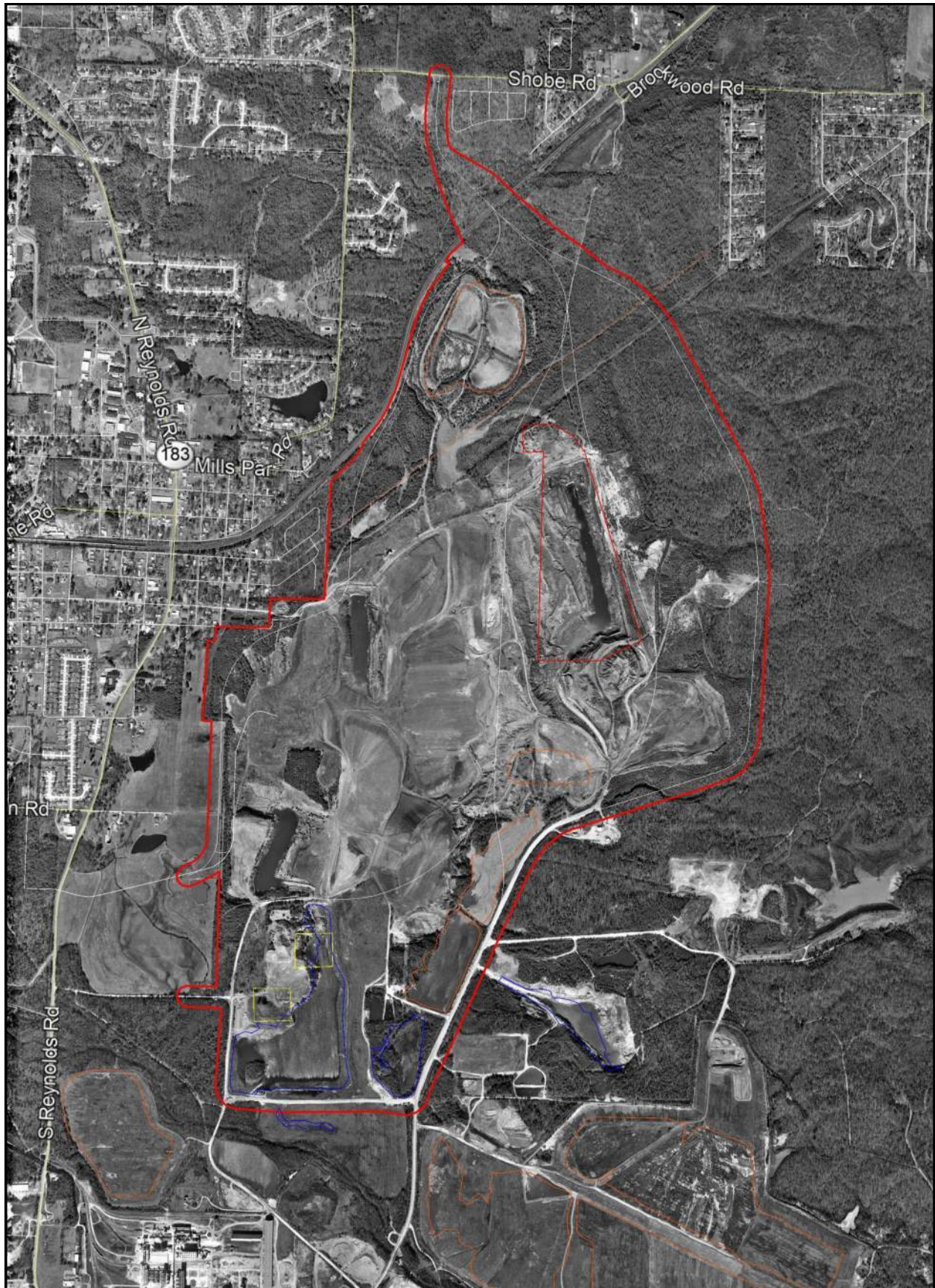
THIS MAP COMPLES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U.S. GEOLOGICAL SURVEY, P.O. BOX 2288, DENVER, COLORADO 80222
AND ARKANSAS GEOLOGICAL COMMISSION, LITTLE ROCK, ARKANSAS 72204
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST



QUADRANGLE LOCATION

1	2	3	1C
			2A
4		5	3B
			4A
6	7	8	5B
			6A
			7B
			8C





▲ 1994 Aerial Image of Study Area

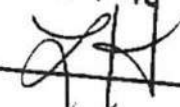


Bryant Parkway Extension

APPENDIX E

E-40 Bauxite Mine Deed Restriction

When recorded, return to:
 Brian Rosenthal
 Rose Law Firm, a Professional Association
 120 East 4th Street
 Little Rock, AR 72201

FILED
 SALINE COUNTY
 CIRCUIT CLERK
 2002 AUG 21 PM 1:45
 BY 

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

REYNOLDS METALS COMPANY, a Delaware corporation ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration paid by SALINE COUNTY, ARKANSAS, by and through the Saline County Judge and the Saline County Quorum Court and their successors in office, as trustees for the uses and purposes hereinafter set forth (whether one or more, "Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the provisions, restrictions, and reservations hereinafter set forth and described, has GRANTED, CONVEYED, and QUITCLAIMED, and by these presents does hereby GRANT, CONVEY, and QUITCLAIM unto Grantee all of that certain plat, piece or parcel of land situated in Saline County, Arkansas, and being more particularly described in Exhibit A attached hereto and incorporated herein by reference for all purposes (the "Property").

RESERVATION OF EASEMENTS

The Grantor does hereby reserve unto Grantor and Grantor's successors and assigns, and to any utility companies or governmental or quasi-governmental bodies or agencies providing utility or similar services, and their respective successors and assigns, the right to utilize such portions of the

Property as Grantor may reasonably require in connection with utility and drainage easements. Grantor does herein reserve unto Grantor and Grantor's successors and assigns; access to monitoring wells and roads as may currently exist or may exist in the future, which rights are documented pursuant to an Access, Water Rights and Easement Agreement, attached hereto as Exhibit B and incorporated herein by reference for all purposes (the "Easement Agreement").

Pursuant to the Easement Agreement, Grantor reserves unto Grantor and its successors and assigns the exclusive right to use and access the Ponds as defined therein.

Grantor reserves the rights granted to it concurrently herewith under that certain Conservation Easement and that certain Smoke Easement, attached hereto as Exhibits D and E, the terms of which are incorporated herein by this reference.

COVENANT REGARDING USAGE

Grantee hereby agrees that any improvements constructed on the Property by Grantee, or any further purchaser, owner, grantee, mortgagee or lessee of any land or improvements situated on the Property or any part thereof, shall be used and operated for a public airport and related facility purposes only and neither the Property nor any portion thereof shall be sold or transferred by long-term lease. The Property shall never be used for residential or school purposes, whether public or private.

COVENANTS RUNNING WITH THE LAND

These restrictions, easements and reservations contained herein (and in the Permitted Exceptions) touch and concern the land and shall be covenants and conditions running with the land and shall be binding upon and enforceable against Grantee, and Grantee's successors and

assigns. Grantor hereby reserves the right to maintain such structures as currently exist on the Property (including the right to replace, maintain, decommission, and expand if necessary, on the same site, with like structures or equipment used for the same or similar purposes), including in order to determine environmental compliance and Grantor hereby reserves the right to construct and maintain a fence at or near the Property perimeters.

Grantor shall have the right to enjoin any noncompliant use, which use has not been authorized in writing by Grantor in its sole discretion, including by suit in equity against: (i) the Grantee or (without acknowledging authority for a conveyance) Grantee's successors or assigns, (ii) the Saline County Judge; (iii) the Saline County Quorum Court; and/or (iv) any alleged transferee of all or any part of the Property.

DISCLAIMERS

This conveyance is made by quitclaim, and any interest is subject and subordinate to the encumbrances and exceptions ("Permitted Exceptions") described in Exhibit C attached hereto and incorporated herein by reference for all purposes and without in any way providing a warranty.

Grantor hereby specifically disclaims any warranty, guaranty, or representation, oral or written, past, present or future, of, as, to, or concerning (i) the nature and condition of the Property, including but not by way of limitation, the water, soil, geology and the suitability thereof, and of the Property, for any and all activities and uses which Grantee may elect to conduct thereon or any improvements Grantee may elect to construct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; (ii) the manner of construction and condition and state of repair or lack of repair of any improvements located thereon; (iii) the nature and extent of any easement, right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iv) the

compliance of the Property or the operation of the Property with any laws, rules, ordinances, or regulations of any government or other body. THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" BASIS, AND GRANTEE ACKNOWLEDGES THAT GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY.

TO HAVE AND TO HOLD the Property, subject to the restrictions and reservations aforesaid, unto Grantee and Grantee's successors and assigns, forever.

EXECUTED as of the 21 day of August 2002.

GRANTOR:

REYNOLDS METALS COMPANY
a Delaware corporation

By: Donna C. Dabney

Name: Donna C. Dabney

Title: President, Secretary

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps has been placed on this instrument. Exempt or no consideration paid if none shown.

GRANTEE: SALINE COUNTY c/o Saline Co. Judge
ADDRESS: 200 North Main, RM 117
Benton, AR 72015
SIGNATURE: James E. [Signature]
TITLE: Saline County Judge

ACKNOWLEDGMENT

STATE OF VIRGINIA)
) ss.
 COUNTY OF HENRICO)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the State and County aforesaid, appeared in person Donna C. Dabney, who stated that he was the President, Secretary of Reynolds Metals Company, a Delaware corporation, and was duly authorized in his respective capacity to execute the foregoing instrument for and in the name and behalf of said corporation; and further stated that he had so signed, executed and delivered said instrument for the purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 6th day of August 2002.

Debra G. King
 Notary Public

My Commission Expires:

12/31/02

02 059657

EXHIBIT A
TO THE
QUITCLAIM DEED

PROPERTY DESCRIPTION

A tract of land located in Sections 26, 34, 35, 36, Township 1 South, Range 14 West, and Sections 2, 3, Township 2 South, Range 14 West, Saline County, Arkansas, being more particularly described as follows:

Beginning at a 1/2" found pipe at the SW corner of the NE 1/4, SE 1/4, Section 34, T-1-S, R-14-W; thence N88°20'47"W, 331.64 feet; thence N04°00'19"E, 1137.87 feet to a found 1" rebar; thence S88°03'50"E, 100.17 feet to a found 1" pipe; thence N04°10'18"E, 199.38 feet to a found 1" rebar; thence S89°34'30"E, 757.29 feet to a found 1/2" rebar; thence N03°20'02"E, 403.86 feet to a found 1" pipe; thence S89°35'09"E, 767.64 feet to the east line of Section 34, T-1-S, R-14-W; thence along the east line of said Section 34, N02°50'06"E, 1674.01 feet to the southern line of a 200-foot-wide right-of-way for the Union Pacific Railroad; thence along said south right-of-way line the following courses: N44°53'32"E, 387.97 feet to a non-tangent compound curve to the left having a central angle of 01°58'59", a radius of 15571.23 feet, and a chord length of 538.92 feet to a non-tangent curve to the left having a central angle of 24°38'48", a radius of 2169.01 feet, and a chord length of 925.86 feet; thence N14°24'16"E, 386.13 feet to a compound curve to the right having a central angle of 06°58'05", a radius of 5122.34, and a chord length of 622.57 feet to a curve to the right having a central angle of 16°29'50", a radius of 2637.19, and a chord length of 756.71 feet; thence N88°01'08"W, 60.97 feet to the southern line of a 100-foot-wide right-of-way for the Union Pacific Railroad; thence along said right-of-way line the following courses: along a non-tangent compound curve to the right having a central angle of 05°42'39", a radius of 2687.19 feet, and a chord length of 267.72 feet to a curve to the right having a central angle of 06°16'39", a radius of 11385.56 feet, and a chord length of 1246.83 feet; thence N48°09'53"E, 335.91 feet to the north line of the SW 1/4 of the NE 1/4 of said Section 26, T-1-S, R-14-W; thence leaving said right-of-way line, run along said north line of the SW 1/4 of the NE 1/4 S87°53'31"E, 911.47 feet; thence along a non-tangent curve to the left having a central angle of 16°50'11", a radius of 885.52 feet, and a arc distance of 260.21 feet; thence S13°14'36"W, 1357.33 feet; thence S10°34'41"W, 541.77 feet; thence along a non-tangent curve to the left having central angle of 28°53'45", a radius of 2390.50 feet, and a arc distance of 1205.60 feet; thence S40°00'48"E, 882.39 feet to the south line of said Section 26; thence S88°16'49"E, 640.17 feet along the south line of said Section 26; thence S02°28'54"W, 1318.17 feet; thence S88°20'13"E, 646.12 feet to the east line of said Section 35; thence S88°24'52"E, 655.98 feet; thence S02°15'49"W, 1316.71 feet; thence S02°15'49"W, 1316.71 feet; thence S02°15'49"W, 232.84 feet; thence S67°45'48"W, 2090.00 feet; thence

N54°55'45"W, 40.00 feet to the centerline of a proposed county road having an 80-foot-wide right-of-way; thence along said centerline the following courses: along a non-tangent curve to the right having a central angle of 33°18'12", a radius of 290.88 feet, and a arc distance of 169.07 feet; thence S68°22'26"W, 356.64 feet; thence along a non-tangent curve to the left having a central angle of 36°23'46", a radius of 1028.62 feet, and a arc distance of 653.41 feet; thence along a non-tangent curve to the left having a central angle of 07°29'29", a radius of 4686.58 feet, and a arc distance of 612.76 feet; thence S24°29'11"W, 1956.30 feet; thence S25°32'22"W, 842.97 feet; thence along a non-tangent curve to the left having a central angle of 10°46'07", a radius of 1594.50 feet, and a arc distance of 299.69 feet; thence S15°25'41"W, 244.91 feet; thence S80°47'11"W, 72.19 feet; thence along a non-tangent curve to the right having a central angle of 18°12'21", a radius of 1029.40 feet, and a arc distance of 327.09 feet; thence along a non-tangent curve to the left having a central angle of 13°54'04", a radius of 723.05 feet, and a arc distance of 175.43 feet; thence S88°57'42"W, 1171.45 feet; thence N88°32'14"W, 192.66 feet; thence N85°11'21"W, 809.78 feet to the centerline of a road; thence N03°02'05"E along said centerline, 548.29 feet; thence N04°47'19"E along said centerline, 816.57 feet; thence leaving said centerline S85°12'41"E, 40.00 feet to a 5/8" rebar, and the west line of the NE1/4 of the SE 1/4 of Section 3, T-2-S, R-14-W; thence S02°07'56"W along said west line, 1231.02 feet to the SW corner of the NE 1/4 of the SE 1/4 of Section 3, T-2-S, R-14-W; thence S88°36'21"E along the south line of the NE 1/4 of the SE 1/4 of Section 3, T-2-S, R-14-W, 1317.21 feet to the SE corner of the NE 1/4 of the SE 1/4 of Section 3, T-2-S, R-14-W; thence N02°14'42"E along the east line of Section 3, T-2-S, R-14-W, 2453.30 feet; thence leaving said east line N88°36'21"W, 208.71 feet; thence N02°14'42"E, 208.76 feet to the north line of the SE 1/4 of the NE 1/4 of Section 3, T-2-S, R-14-W; thence N88°36'21"W along the north line of the SE 1/4 of the NE 1/4 of Section 3, T-2-S, R-14-W, 712.58 feet; thence leaving said north line S02°27'49"W, 1332.68 feet to a found 5/8" rebar and the south line of the NE 1/4 of Section 3, T-2-S, R-14-W; thence N88°27'02"W along the south line of the NE 1/4 of Section 3, T-2-S, R-14-W, 675.86 feet; thence leaving said south line N02°36'19"E, 3918.67 feet to the Point of Beginning, said tract containing 1196.73 acres, more or less. Less and except R.O.W. as shown on survey.

02 059659

EXHIBIT B
TO THE
QUITCLAIM DEED

ACCESS, WATER RIGHTS AND EASEMENT AGREEMENT

02 059560

ACCESS, WATER RIGHTS AND EASEMENT AGREEMENT

THIS ACCESS, WATER RIGHTS AND EASEMENT AGREEMENT (the "Agreement") is entered into as of the ____ day of _____ 2002 between REYNOLDS METALS COMPANY, a Delaware corporation ("RMC") and SALINE COUNTY, a political subdivision of the State of Arkansas ("Saline County").

A. RMC and Saline County entered into an Agreement to Purchase and Sell Real Estate dated as of _____, 2002 (the "Sale Agreement"), wherein RMC agreed to transfer to Saline County certain real property located in Saline County, Arkansas, for public airport and related facility purposes, being more particularly described on Exhibit A attached hereto and incorporated herein (the "Property").

B. Pursuant to the terms of the Sale Agreement, RMC and Saline County agreed to enter into an access agreement to RMC: (i) governing the use by RMC of utility and drainage easements located on the Property; (ii) providing RMC with access to monitoring wells, as may exist now or in the future; (iii) providing RMC with access to roads, as may exist now or in the future; (iv) governing the use by RMC of the water in those certain Ponds (the location for which is more particularly described on Exhibit B) (the "Ponds"); and (v) providing RMC with access to the water pipelines, pumps and valve systems retained by RMC used in conjunction with the Ponds.

C. It is the intention of Saline County and RMC that this Agreement and the rights and obligations set forth herein touch and concern and run with the land and shall be binding upon them and upon their respective successors in interest.

NOW THEREFORE, the parties, acknowledging mutual consideration and intending to be legally bound, agree as follows:

1. **Water Rights.** Saline County and its successors in interest to the Ponds shall permit RMC and its successors in interest to draw water from the Ponds for use by RMC; provided, however, that RMC and its successors in interest shall not draw water from the Ponds if the water level in the Ponds is below 340 feet above mean sea level. Notwithstanding the foregoing, RMC and its successors in interest may draw water from the Ponds if an emergency exists, upon prompt oral notice to Saline County and its successors in interest.

2. **Access Easement.** Saline County hereby grants and conveys to RMC and its successors in interest access easements as follows: (i) to maintain such monitoring wells and related equipment structures as currently exist on the Property (including the right to replace, maintain, decommission, and expand, if necessary, on the same site, with like structures or equipment and for the same or similar purposes), including in order to determine environmental compliance. The current location of these monitoring wells is described in Exhibit C; (ii) access to roads as may currently exist or may exist in the future. The current location of these roads is described in Exhibit D; (iii) access to a portion of the Property described on Exhibit E in order to build and maintain a fence; (iv) an easement across the property described in Exhibit B to the Ponds and in the Ponds to allow RMC and its successors in interest to operate, repair, maintain, rebuild, replace or remove the existing water pipelines, pumps and valve systems to the water pipelines (the "Easement").

3. **Water Level.** Saline County and its successors in interest to the Ponds shall take no action whatsoever which will lower the water level in the Ponds.

4. **Water Pipelines/Valves, Pumps and Monitoring Well Maintenance and**

Ownership. In accordance with the terms of the Sale Agreement, neither the pipelines, pumps, the valve systems, nor the monitoring wells and related structures are part of the Property purchased by Saline County. Accordingly, neither Saline County, nor its successors in interest to the Ponds, shall have any right or ownership of or responsibility for the care and/or maintenance of the water pipelines, pumps, the valve systems or the monitoring wells and related structures. In addition, neither Saline County, nor any of its successors in interest to the Ponds, shall use the water pipelines, pumps, the valve systems, or the monitoring wells and related structures without the prior written consent of RMC or its successors in interest.

5. **Term.** The covenants, rights, and easements herein granted are permanent and shall run with the Property described above, being binding upon Saline County, as grantor, its successors and assigns, and enforceable by RMC, the grantee, its successors and assigns, at all times hereafter unless and until terminated by written instrument executed and recorded by RMC or its successors or assigns.

6. **Amendments.** The covenants, easements, rights, and restrictions herein granted shall not be amended, canceled or supplemented unless an instrument signed by all of the owners of the aforesaid tracts is placed of record agreeing to cancel or change the terms in whole or in part.

7. **Enforcement.** The parties acknowledge that in the event of breach of this Agreement by any party hereto, the non-breaching party will suffer immediate and irreparable injury, for which there is no adequate remedy at law, and it will be entitled to immediate injunctive relief and specific enforcement of the terms and provisions of this Agreement. Such

equitable relief shall be in addition to any other rights and remedies available to the non-breaching party.

8. **Binding Effect.** Saline County, for itself and its successors and assigns, agrees to and shall forever warrant and defend the covenants, easements, and rights herein granted against all claims whatever. This Agreement shall be binding upon, and inure to the benefit of, the parties and upon their successors and assigns.

9. **Severability.** The invalidation of any one of these covenants, easements, or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect, and any unenforceable provision shall be reformed to the extent required to make it enforceable to the maximum possible extent.

10. **Notice.** All notices, demands, requests, or other communication required or permitted hereunder shall be in writing and, unless and until specified in a written notice by a party, shall be sent to the parties at the following respective addresses:

For Saline County:

The Honorable Lanny E. Fite
Saline County Judge
200 N. Main Street
Saline County Courthouse, Room 117
Benton, Arkansas 72015
Facsimile No.: 501-303-5682
Phone No.: 501-303-5600

For Reynolds Metals Company:

Dr. Jarvis Harper
Alcoa Inc.
1401 Bauxite Cutoff Road
P.O. Box 290
Bauxite, AR 72011
Facsimile No.: 501-776-4688
Phone No.: 501-776-4701

copy to:

Brian Rosenthal, Esquire
 Rose Law Firm
 120 East 4th Street
 Little Rock, AR 72001
 Facsimile No.: 501-375-1309
 Phone No.: 501-377-0340

EXECUTED by the undersigned on the dates set forth hereinbelow:

SALINE COUNTY, ARKANSAS

REYNOLDS METALS COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

I certify under penalty of false swearing that at least
 the legally correct amount of documentary stamps
 has been placed on this instrument. Exempt or no
 consideration paid if none shown.

GRANTEE: _____
 ADDRESS: _____

SIGNATURE: _____
 TITLE: _____

02 059665

STATE OF _____)
) ss.
COUNTY OF _____)

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____
day of _____ 2002.

Notary Public

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the State and County aforesaid, appeared in person _____, who stated that he/she was the _____ of Saline County, a political subdivision of the State of Arkansas, and was duly authorized in his/her respective capacity to execute the foregoing instrument for and in the name and behalf of said _____; and further stated that he/she had so signed, executed and delivered said instrument for the purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____ 2002.

Notary Public

My Commission Expires:

EXHIBIT A
TO THE
ACCESS, WATER RIGHTS AND EASEMENT AGREEMENT

LEGAL DESCRIPTION

A tract of land located in Sections 26, 34, 35, 36, Township 1 South, Range 14 West, and Sections 2, 3, Township 2 South, Range 14 West, Saline County, Arkansas, being more particularly described as follows:

Beginning at a 1/2" found pipe at the SW corner of the NE 1/4, SE 1/4, Section 34, T-1-S, R-14-W; thence N88°20'47"W, 331.64 feet; thence N04°00'19"E, 1137.87 feet to a found 1" rebar; thence S88°03'50"E, 100.17 feet to a found 1" pipe; thence N04°10'18"E, 199.38 feet to a found 1" rebar; thence S89°34'30"E, 757.29 feet to a found 1/2" rebar; thence N03°20'02"E, 403.86 feet to a found 1" pipe; thence S89°35'09"E, 767.64 feet to the east line of Section 34, T-1-S, R-14-W; thence along the east line of said Section 34, N02°50'06"E, 1674.01 feet to the southern line of a 200-foot-wide right-of-way for the Union Pacific Railroad; thence along said south right-of-way line the following courses: N44°53'32"E, 387.97 feet to a non-tangent compound curve to the left having a central angle of 01°58'59", a radius of 15571.23 feet, and a chord length of 538.92 feet to a non-tangent curve to the left having a central angle of 24°38'48", a radius of 2169.01 feet, and a chord length of 925.86 feet; thence N14°24'16"E, 386.13 feet to a compound curve to the right having a central angle of 06°58'05", a radius of 5122.34, and a chord length of 622.57 feet to a curve to the right having a central angle of 16°29'50", a radius of 2637.19, and a chord length of 756.71 feet; thence N88°01'08"W, 60.97 feet to the southern line of a 100-foot-wide right-of-way for the Union Pacific Railroad; thence along said right-of-way line the following courses: along a non-tangent compound curve to the right having a central angle of 05°42'39", a radius of 2687.19 feet, and a chord length of 267.72 feet to a curve to the right having a central angle of 06°16'39", a radius of 11385.56 feet, and a chord length of 1246.83 feet; thence N48°09'53"E, 335.91 feet to the north line of the SW 1/4 of the NE 1/4 of said Section 26, T-1-S, R-14-W; thence leaving said right-of-way line, run along said north line of the SW 1/4 of the NE 1/4 S87°53'31"E, 911.47 feet; thence along a non-tangent curve to the left having a central angle of 16°50'11", a radius of 885.52 feet, and a arc distance of 260.21 feet; thence S13°14'36"W, 1357.33 feet; thence S10°34'41"W, 541.77 feet; thence along a non-tangent curve to the left having central angle of 28°53'45", a radius of 2390.50 feet, and a arc distance of 1205.60 feet; thence S40°00'48"E, 882.39 feet to the south line of said Section 26; thence S88°16'49"E, 640.17 feet along the south line of said Section 26; thence S02°28'54"W, 1318.17 feet; thence S88°20'13"E, 646.12 feet to the east line of said Section 35; thence S88°24'52"E, 655.98 feet; thence S02°15'49"W, 1316.71 feet; thence S02°15'49"W, 1316.71 feet; thence S02°15'49"W, 232.84 feet; thence S67°45'48"W, 2090.00 feet; thence N54°55'45"W, 40.00 feet to the centerline of a proposed county road having an 80-foot-wide

right-of-way; thence along said centerline the following courses: along a non-tangent curve to the right having a central angle of $33^{\circ}18'12''$, a radius of 290.88 feet, and a arc distance of 169.07 feet; thence $S68^{\circ}22'26''W$, 356.64 feet; thence along a non-tangent curve to the left having a central angle of $36^{\circ}23'46''$, a radius of 1028.62 feet, and a arc distance of 653.41 feet; thence along a non-tangent curve to the left having a central angle of $07^{\circ}29'29''$, a radius of 4686.58 feet, and a arc distance of 612.76 feet; thence $S24^{\circ}29'11''W$, 1956.30 feet; thence $S25^{\circ}32'22''W$, 842.97 feet; thence along a non-tangent curve to the left having a central angle of $10^{\circ}46'07''$, a radius of 1594.50 feet, and a arc distance of 299.69 feet; thence $S15^{\circ}25'41''W$, 244.91 feet; thence $S80^{\circ}47'11''W$, 72.19 feet; thence along a non-tangent curve to the right having a central angle of $18^{\circ}12'21''$, a radius of 1029.40 feet, and a arc distance of 327.09 feet; thence along a non-tangent curve to the left having a central angle of $13^{\circ}54'04''$, a radius of 723.05 feet, and a arc distance of 175.43 feet; thence $S88^{\circ}57'42''W$, 1171.45 feet; thence $N88^{\circ}32'14''W$, 192.66 feet; thence $N85^{\circ}11'21''W$, 809.78 feet to the centerline of a road; thence $N03^{\circ}02'05''E$ along said centerline, 548.29 feet; thence $N04^{\circ}47'19''E$ along said centerline, 816.57 feet; thence leaving said centerline $S85^{\circ}12'41''E$, 40.00 feet to a $5/8''$ rebar, and the west line of the NE $1/4$ of the SE $1/4$ of Section 3, T-2-S, R-14-W; thence $S02^{\circ}07'56''W$ along said west line, 1231.02 feet to the SW corner of the NE $1/4$ of the SE $1/4$ of Section 3, T-2-S, R-14-W; thence $S88^{\circ}36'21''E$ along the south line of the NE $1/4$ of the SE $1/4$ of Section 3, T-2-S, R-14-W, 1317.21 feet to the SE corner of the NE $1/4$ of the SE $1/4$ of Section 3, T-2-S, R-14-W; thence $N02^{\circ}14'42''E$ along the east line of Section 3, T-2-S, R-14-W, 2453.30 feet; thence leaving said east line $N88^{\circ}36'21''W$, 208.71 feet; thence $N02^{\circ}14'42''E$, 208.76 feet to the north line of the SE $1/4$ of the NE $1/4$ of Section 3, T-2-S, R-14-W; thence $N88^{\circ}36'21''W$ along the north line of the SE $1/4$ of the NE $1/4$ of Section 3, T-2-S, R-14-W, 712.58 feet; thence leaving said north line $S02^{\circ}27'49''W$, 1332.68 feet to a found $5/8''$ rebar and the south line of the NE $1/4$ of Section 3, T-2-S, R-14-W; thence $N88^{\circ}27'02''W$ along the south line of the NE $1/4$ of Section 3, T-2-S, R-14-W, 675.86 feet; thence leaving said south line $N02^{\circ}36'19''E$, 3918.67 feet to the Point of Beginning, said tract containing 1196.73 acres, more or less. Less and except R.O.W. as shown on survey.

EXHIBIT B

**TO THE
ACCESS, WATER RIGHTS AND EASEMENT AGREEMENT**

DESCRIPTION OF PONDS

A tract of land located in Section 35, Township 1 South, Range 14 West and Section 2, Township 2 South, Range 14 West, Saline County, Arkansas, being more particularly described as follows:

A 700 foot wide strip lying west of and being parallel with and adjacent to County Road No. 1 as shown on the Saline County Airport Boundary Survey dated May 23, 2002; said 700 foot wide strip starting at the Point of Beginning of said County Road No. 1 and following along the centerline of said County Road No. 1 for a distance of 5135.75 feet; said tract containing 82.53 acres, more or less.

02 059670

EXHIBIT C
TO THE
ACCESS, WATER RIGHTS AND EASEMENT AGREEMENT

MONITORING WELLS

(Attached drawings)

02 059671

EXHIBIT D
TO THE
ACCESS, WATER RIGHTS AND EASEMENT AGREEMENT
ROADS

Legal Description County Road 1

A strip of land located in Sections 35, Township 1 South, Range 14 West, and Sections 2 & 3, Township 2 South, Range 14 West, Saline County, Arkansas, being more particularly described as follows:

Commencing at a 2" found pipe at the SE corner of Section 35, T-1-S, R-14-W; thence N88°30'17"W along the south line of Section 35, 1278.83 feet; thence N01°29'43"E, 266.03 feet to the centerline of a proposed county road having an 80-foot-wide right-of-way and the Point of Beginning; thence along said centerline the following courses: along a non-tangent curve to the right having a central angle of 33°18'12", a radius of 290.88 feet, and a arc distance of 169.07 feet; thence S68°22'26"W, 356.64 feet; thence along a non-tangent curve to the left having a central angle of 36°23'46", a radius of 1028.62 feet, and a arc distance of 653.41 feet; thence along a non-tangent curve to the left having a central angle of 07°29'29", a radius of 4686.58 feet, and a arc distance of 612.76 feet; thence S24°29'11"W, 1956.30 feet; thence S25°32'22"W, 842.97 feet; thence along a non-tangent curve to the left having a central angle of 10°46'07", a radius of 1594.50 feet, and a arc distance of 299.69 feet; thence S15°25'41"W, 244.91 feet; thence S80°47'11"W, 72.19 feet; thence along a non-tangent curve to the right having a central angle of 18°12'21", a radius of 1029.40 feet, and a arc distance of 327.09 feet; thence along a non-tangent curve to the left having a central angle of 13°54'04", a radius of 723.05 feet, and a arc distance of 175.43 feet; thence S88°57'42"W, 1171.45 feet; thence N88°32'14"W, 192.66 feet; thence N85°11'21"W, 809.78 feet to the centerline of a road; thence N03°02'05"E along said centerline, 548.29 feet; thence N04°47'19"E along said centerline, 887.79 feet to the centerline of a road; thence N89°22'55"W along said centerline, 1463.62 feet to a reverse curve to the right having a central angle of 09°40'36", a radius of 1597.00 feet, and a arc length of 269.72 feet; thence along a curve to the left having a central angle of 03°03'37", a radius of 7736.17, and a arc length of 413.19 feet; thence N83°45'38"W along said centerline, 131.36 feet to the east Right-of-Way of Arkansas State Highway 183 and the Point of Ending, said strip containing 21.75 acres, more or less.

Legal Description County Road 2

A strip of land located in Sections 1 & 2, Township 2 South, Range 14 West, Saline County, Arkansas, being more particularly described as follows:

Commencing at a 2" found pipe at the SE corner of Section 35, T-1-S, R-14-W; thence N88°30'17"W along the south line of Section 35, 1278.83 feet; thence N01°29'43"E, 266.03 feet to the centerline of a proposed county road #1 having an 80-foot-wide right-of-way; thence along said centerline the following courses: along a non-tangent curve to the right having a central angle of 33°18'12", a radius of 290.88 feet, and a arc distance of 169.07 feet; thence S68°22'26"W, 356.64 feet; thence along a non-tangent curve to the left having a central angle of 36°23'46", a radius of 1028.62 feet, and a arc distance of 653.41 feet; thence along a non-tangent curve to the left having a central angle of 07°29'29", a radius of 4686.58 feet, and a arc distance of 612.76 feet; thence S24°29'11"W, 863.91 feet to the intersection of a proposed county road #2, and the Point of Beginning; thence along the centerline of a county road having a 80-foot-wide right-of-way the following courses: N85°39'47"E, 2230.83 feet; N87°01'04"E, 170.09 feet; S85°43'43"E, 114.98 feet; S60°41'38"E, 368.47 feet; S58°09'14"E, 82.99 feet; S50°47'33"E, 98.65 feet; S77°53'43"E, 49.94 feet; S84°25'33"E, 153.51' to the Point of Ending, said strip containing 5.92 acres, more or less.

02 059673

EXHIBIT E
TO THE
ACCESS, WATER RIGHTS AND EASEMENT AGREEMENT

ACCESS FOR FENCE

Saline County shall allow RMC access rights to the property described in Exhibit A to this Access, Water Rights and Easement Agreement (the "Property") to maintain and monitor the seven (7) existing ground water monitoring wells located within the limits of the Property and to establish additional ground water monitoring wells as required on the Property. Access shall also be allowed RMC to maintain and monitor any of RMC's equipment that remains on the Property and as may be reasonably necessary for RMC to construct improvements, including, but not limited to, fences, power lines, communication lines, water lines and pumps on property owned by RMC.

02 059674

EXHIBIT C
TO THE
QUITCLAIM DEED

PERMITTED EXCEPTIONS

[Exceptions for commitment and survey to be subsequently inserted here.]

The conveyance shall be subject to all ad valorem property taxes, zoning restrictions and other requirements imposed by governmental authority, easements, covenants, and restrictions of record, any existing general utility easements serving the Property, and subject to all laws, regulations and ordinances of municipal or other governmental authorities, if any, affecting the Property, and all matters of record.

This conveyance shall also be subject to a Conservation Easement and a Smoke Easement, substantially in the forms attached hereto as Exhibits D and E, the terms of which are incorporated herein by this reference.

02 059675

EXHIBIT D
TO THE
QUITCLAIM DEED

CONSERVATION EASEMENT

02 059676

CONSERVATION EASEMENT

This CONSERVATION EASEMENT made this ___ day of _____ 2002,

RECITALS:

A. Reynolds Metals Company is the owner of certain real property (the "Protected Property"), which has ecological, scientific, educational and aesthetic value in its present state as a natural area that has not been subject to material development or exploitation. The Protected Property is located in Saline County, Arkansas, and is more particularly described in Exhibit A attached. SALINE COUNTY, ARKANSAS, a political subdivision of the State of Arkansas (the "Grantor") is the owner in fee simple of certain real property ("Buffer Property") adjacent to the Protected Property. The Buffer Property is located in Saline County, Arkansas, and is more particularly described in Exhibit B attached. Reynolds Metals Company is the grantee of the easement rights described herein ("Grantee").

B. The Grantor and Grantee have the common purpose of conserving the above-described conservation values of the Protected Property in perpetuity.

NOW, THEREFORE, the Grantor, for and in consideration of the facts recited above and of the mutual covenants, terms, conditions and restrictions contained herein and for and in consideration of \$10.00 (Ten Dollars) and other good and valuable consideration, GRANTS, BARGAINS, SELLS AND CONVEYS unto the Grantee a Conservation Easement in perpetuity over the Buffer Property of the nature and character as follows:

1. **Purpose.** The purpose of this Conservation Easement is to ensure that the Protected Property will be retained forever predominantly in its natural scenic, forested, and/or open space condition; to protect any rare plants, animals, or plant communities on the Protected Property; and to prevent any use of the Buffer Property that will significantly impair or interfere with the conservation values or interests of the Protected Property described above. The Grantor intends that this Conservation Easement will restrict the use of the Buffer Property to only such activities as listed herein or if not listed as are consistent with the purpose of this Conservation Easement.

2. **Prohibited Uses.** Except as authorized herein, any activity on or use of the Buffer Property inconsistent with the purpose of this Conservation Easement is prohibited. Without

limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as provided in paragraph 3 below:

2.1 No Construction. There shall be no constructing or placing of any buildings, tennis or other recreational court, landing strip, mobile home, swimming pool, fence or sign (other than those required by the Grantee for appropriate management), asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, or any other temporary or permanent structure or facility on or above the Buffer Property.

2.2 No Excavation. There shall be no ditching, draining, diking, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in the topography or surface hydrology of the Buffer Property in any manner.

2.3 No Cutting. There shall be no removal, harvesting, destruction or cutting of trees, shrubs or plants, planting of trees, shrubs or plants, use of fertilizers, plowing, introduction of non-native animals, grazing of domestic animals, or disturbance or change in the natural habitat in any manner, except as may be required so as not to interfere with the use of Grantor's adjacent lands as an airport and its approach zones.

2.4 No Biocides. There shall be no use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides, and no use of devices commonly known as "bug-zappers".

2.5 No Dumping. There shall be no storage or dumping of ashes, trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks in, on, or under the Buffer Property; there shall be no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, nor shall activities be conducted on the Buffer Property that could cause erosion or siltation on the Buffer Property.

2.6 No Pollution. There shall be no pollution, alteration, depletion or extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall activities be conducted on the Buffer Property, that would be detrimental to

water purity or that could alter the natural water level or flow in, over or under the **Protected Property**.

2.7 **No Vehicles**. There shall be no horseback riding, and no operation of mountain or other bicycles, snowmobiles, dune buggies, motorcycles, all-terrain or off-road vehicles, hang gliders, aircraft, jet skis, motorized boats or any other types of mechanized vehicles.

2.8 **No Subdivision**. The Buffer Property may not be divided, partitioned, or subdivided, nor conveyed except in its current configuration as an entity.

2.9 **Density**. Neither the Buffer Property nor any portion of it shall be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density.

3. **Rights**. The Grantor hereby reserves unto itself and grants to Grantee the following rights:

3.1 **Existing Uses**. The right to undertake any activity or use of the Buffer Property not prohibited by this Conservation Easement. The right to continue any activity on or use of the Buffer Property as has existed in the past.

3.2 **Structures**. The right to Grantee and Grantee's agents to maintain such structures as currently exist on the Buffer Property (including the right to replace, maintain, decommission, and expand if necessary, on the same site, with like structures or equipment used for the same or similar purposes), including in order to determine environmental compliance. Grantee or Grantor may construct and maintain a fence at or near the Buffer Property perimeters. Grantee or Grantor may construct and maintain a perimeter road. Grantor has the right to construct and maintain such support structures as may be necessary for use of Grantor's adjacent property as an airport. If possible, such support structures shall be constructed so as not to interfere with Grantee's existing use of the Buffer Property.

4. **Grantee's Rights**. To accomplish the purpose of this Conservation Easement, the following rights are additionally conveyed to the Grantee by this Conservation Easement:

4.1 **Right to Protect**. The right to preserve and protect the conservation values of the Protected Property.

02 059580

4.2 Right of Entry. The right to enter the Buffer Property at all reasonable times and with prior notice and, if necessary, across other lands owned by the Grantor, for the purposes of: (a) inspecting the Buffer Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Easement; (b) subject to Section 3, enforcing the terms of this Conservation Easement; (c) taking any and all actions with respect to the Buffer Property as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof; (d) making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Buffer Property by the Grantor; and (e) monitoring and management as described below.

4.3 Monitoring and Management. The right, but not the obligation, to monitor the condition of any rare plant and animal populations, plant communities, and natural habitats on the Buffer Property, and to manage them, to the extent deemed appropriate by the Grantee, to ensure their continued presence and viability on the Buffer Property. Such activities shall be in accordance with management practices of the Grantee, which may include but not be limited to, mowing, fencing, trapping, or prescribed burning, which burning shall be performed in conformance with Grantee's obligations under that certain Smoke Easement dated concurrently herewith.

4.4 Enforcement. The right to prevent any activity on or use of the Buffer Property that is inconsistent with the terms of this Conservation Easement and to require the restoration of such areas or features of the Buffer Property that may be damaged by any such activity or use, pursuant to paragraph 10.

4.5 Discretionary Consent. The Grantee's written consent for activities otherwise prohibited under paragraph 2 above may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities listed in paragraph 2 are deemed desirable by the Grantor, the Grantee may, in its sole discretion, give permission for such activities, subject to the limitations herein. The Grantee and Grantor have no right or power to agree to any activities that would result in the termination of this Conservation Easement or to allow any residential, commercial, industrial or governmental structures or any

commercial or industrial activities not provided for above, except as may be necessary for use of Grantor's adjacent property as an airport.

5. **Access.** Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon or to use the Buffer Property or any portion thereof.

6. **Costs and Liabilities.** The Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Buffer Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantee shall be named as an additional named insured on the Grantor's liability insurance policy. The Grantor shall keep the Grantee's interest in the Buffer Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by the Grantor.

Each party agrees to release, hold harmless, defend and indemnify the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that one party may suffer or incur as a result of or arising out of the activities of the other party on the Buffer Property.

7. **Taxes.** The Grantor agrees to pay any real estate taxes or other assessments levied on the Buffer Property. If the Grantor becomes delinquent in payment of taxes or assessments, so that a lien is created against the Buffer Property, the Grantee, at its option, shall, after written notice to the Grantor and the Grantor's failure to pay or failure to furnish proof of contest, have the right to purchase and acquire the Grantor's interest in the Buffer Property by paying funds to discharge the lien or delinquent taxes or assessments, or to take such other actions as may be necessary to protect the Grantee's interest in the Protected Property and to assure the continued enforceability of this Conservation Easement.

8. **Title.** The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Buffer Property in fee simple and has good right to grant and convey this Conservation Easement; that the Buffer Property is free and clear of any and all encumbrances, including but not limited to, any mortgages not subordinated to this Conservation Easement, and that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement.

9. **Intentionally Omitted.**

10. **Grantee's Remedies.** If the Grantee becomes aware of a violation of the terms of this Conservation Easement, the Grantee shall give notice to the Grantor, at the Grantor's last known post office address, of such violation via certified mail, return receipt requested, and request corrective action sufficient to abate such violation and restore the Buffer or Property to its previous condition at the time of this grant. Failure by the Grantor to abate the violation and take such other corrective action as may be requested by the Grantee within thirty (30) days after receipt of such notice shall entitle the Grantee to bring an action in a court of competent jurisdiction to enforce the terms of this Conservation Easement; to require the restoration of the property to its previous condition; and/or to enjoin the non-compliance by ex parte temporary or permanent injunction in a court of competent jurisdiction. If the court determines that the Grantor has materially failed to comply with this Conservation Easement, the court in its discretion may order that the Grantor shall reimburse the Grantee for any reasonable costs of enforcement, including court costs and reasonable attorney's fees, in addition to any other payments ordered by such court.

10.1 **Emergency Enforcement.** If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Protected Property, the Grantee may pursue its remedies under this paragraph with concurrent notice to the Grantor, but without waiting for the period for cure to expire.

10.2 **Failure to Act or Delay.** The Grantee does not waive or forfeit the right to take action as may be necessary to insure compliance with this Conservation Easement by any prior failure to act and the Grantor hereby waives any defenses of waiver, estoppel or laches with respect to any failure to act or delay by the Grantee, its successors or assigns, in acting to enforce any restriction or exercise any rights under this Conservation Easement.

11. **Parties Subject to Easement.** The covenants agreed to and the terms, conditions, and restrictions imposed by this grant shall not only be binding upon the Grantor but also its lessees, agents, personal representatives, successors and assigns, and all other successors to

Grantor in interest and shall continue as a servitude running in perpetuity with the Protected Property and the Buffer Property.

12. **Subsequent Transfers.** The Grantor and Grantee agree a reference to this grant will be inserted by the Grantor in any subsequent deed or other legal instrument by which the Grantor or Grantee divest either the fee simple title or possessory interest in the Protected or the Buffer Property; and the Grantor further agrees to notify the Grantee of any pending transfer at least thirty (30) days in advance. Nothing in this document implies an ability for Grantor to sell or transfer any property contrary to any use restriction that may be placed on such property.

13. **Right of First Refusal.** Except for a transfer by Grantor to an airport commission or administrative entity to operate an airport, any sale of the Buffer Property by Grantor or its successor and assigns (including any Saline County affiliate entity or airport commission), shall give to the Grantee a Right of First Refusal to purchase the Buffer Property. The conditions of this Right of First Refusal shall be such that whenever the Grantor receives a bona fide written offer to purchase all or any part of the Buffer Property, Grantor shall deliver to the Grantee, by certified mail, return receipt requested, a duplicate original of the written offer, together with such other instruments as may be required to show the bona fides of the offer. The Grantee may elect to purchase the Buffer Property at the offered price and upon such other terms and conditions not less favorable to the Grantor than those contained in the offer by giving to the Grantor by certified mail, return receipt requested, written notice of such election within sixty (60) days after delivery of the offer to the Grantee. The Grantee's failure to elect to exercise a particular right to purchase the Buffer Property when offered shall not affect the continued existence or enforceability of this Right of First Refusal as it may apply to other portions of the Buffer Property subsequently offered or to successors in interest to the Grantor and such successors in interest shall be bound thereby. Nothing in this document implies an ability for Grantor to sell or transfer any such property contrary to any use restriction that may be placed on such property.

14. **Merger.** The Grantor and the Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Buffer Property.

15. **Amendment.** In the event the Buffer and/or the Protected Property is affected by unusual and unforeseen circumstances and conditions, Grantor and Grantee, by mutual consent, may amend this Conservation Easement; provided the amendment is not inconsistent with the conservation purpose of this Conservation Easement; and will not affect the enforceability of the Conservation Easement. Any such amendment shall be recorded in the official land records where the Protected Property is located.

16. **Assignment.** The parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable and further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes that the contribution was originally intended to advance.

17. **Real Estate Interest.** The Grantor hereby agrees that, at the time of the conveyance of this Conservation Easement to the Grantee, this Conservation Easement gives rise to a real property right, immediately vested in the Grantee.

18. **Eminent Domain.** Whenever all or part of the Buffer Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor and the Grantee shall join in appropriate actions at the time of the taking to recover the full value of the taking and all incidental or direct damages resulting from it, and the proceeds shall be divided in accordance with the proportionate value of the Grantee's and Grantor's interests. Each party shall pay its own costs in any such proceedings.

19. **Miscellaneous Provisions.**

19.1 **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

19.2 **Successors and Assigns.** The term "Grantor" shall include the Grantor and the Grantor's successors and assigns. The term "Grantee" shall include the Grantee and its successors and assigns.

19.3 Re-recording. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Easement; for such purpose, the Grantor appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any necessary instrument on its behalf. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.

19.4 Captions. The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

19.5 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.

19.6 Notices. Any notices required in this Conservation Easement shall be sent by registered or certified mail to the following address or such address as may be hereafter specified by notice in writing:

To Grantor: Saline County, Arkansas
 The Honorable Lanny E. Fite
 Saline County Judge
 200 N. Main Street
 Saline County Courthouse, Room 117
 Benton, Arkansas 72015
 Facsimile No.: 501-303-5682
 Phone No.: 501-303-5600

To Grantee: Reynolds Metals Company
 Dr. Jarvis Harper
 Alcoa Inc.
 1401 Bauxite Cutoff Road
 P.O. Box 290
 Bauxite, AR 72011
 Facsimile No.: 501-776-4688
 Phone No.: 501-776-4701

copy to:

Brian Rosenthal, Esquire
 Rose Law Firm
 120 East 4th Street
 Little Rock, AR 72001
 Facsimile No.: 501-375-1309
 Phone No.: 501-377-0340

19.7 Acknowledgment. The parties acknowledge this Conservation Easement touches and concerns the Buffer Property and the Protected Property.

TO HAVE AND TO HOLD the said Conservation Easement unto the said Grantee forever.

IN WITNESS WHEREOF, the Grantor has executed and sealed this document the day and year first above written.

Witness:

Grantor:

SALINE COUNTY, ARKANSAS

By: _____

Name: _____

Title: _____

Witnesses:

Grantee:

REYNOLDS METALS COMPANY

By: _____

Name: _____

Title: _____

11

02 059687

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps has been placed on this instrument. Exempt or no consideration paid if none shown.

GRANTEE: _____
ADDRESS: _____

SIGNATURE: _____
TITLE: _____

EXHIBIT A
TO THE
CONSERVATION EASEMENT

LEGAL DESCRIPTION

Reynolds Metals Company Protected Property

The protected property includes nominally portions of Sections 1 & 2 in Township 2 South, Range 14 West; Sections 5 & 6 in Township 2 South, Range 13 West; Sections 29, 30, 31 & 32 in Township 1 South, Range 13 West; and portions of Sections 25, 26 & 36 in Township 1 South, Range 14 West; all in Saline County, Arkansas.

02 059690

EXHIBIT B
TO THE
CONSERVATION EASEMENT

LEGAL DESCRIPTION

Buffer Property

A tract of land located in Sections 26 and 35, Township 1 South, Range 14 West being more particularly described as follows:

Commencing at a 2" found pipe at the SE corner of Section 35, T-1-S, R-14-W; thence N88°30'17"W along the south line of Section 35, 1278.83 feet; thence N01°29'43"E, 266.03 feet to the centerline of a proposed county road and the Point of Beginning; thence N87°13'42"W, 1370.84 feet; thence N02°46'18"E, 4984.33 feet; thence N49°57'42"E, 988.75 feet; thence S40°00'48"E, 882.39 feet to the south line of said Section 26; thence S88°16'49"E, 640.17 feet along the south line of said Section 26; thence S02°28'54"W, 1318.17 feet; thence S88°20'13"E, 646.12 feet to the east line of said Section 35; thence S88°24'52"E, 655.98 feet; thence S02°15'49"W, 1316.71 feet; thence S02°15'49"W, 1316.71 feet; thence S02°15'49"W, 232.84 feet; thence S67°45'48"W, 2090.00 feet; thence N54°55'45"W, 40.00 feet to the centerline of a proposed county road and the Point of Beginning, said tract containing 330.41 acres, more or less.

EXHIBIT E
TO THE
QUITCLAIM DEED
SMOKE EASEMENT

02 059692

SMOKE EASEMENT

COUNTY OF SALINE
STATE OF ARKANSAS

WHEREAS, Saline County, Arkansas, hereinafter "Grantor," is the owner of certain real property located in Saline County, Arkansas, hereinafter "Grantor's Property," and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

WHEREAS, Reynolds Metals Company, hereinafter "Grantee," is the owner of certain real property adjacent to Grantor ("Grantee's Property"), more particularly described on Exhibit B attached hereto and incorporated herein by this reference, and is the owner of a conservation easement on a portion of Grantor's Property located in Saline County, Arkansas, hereinafter such easement property is referred to as "Buffer Property," more particularly described on Exhibit C attached hereto and incorporated herein by this reference.

WHEREAS, Grantee, in furtherance of its conservation activities, including as authorized under that certain Conservation Easement entered concurrently herewith, employs a variety of conservation and management techniques on its properties, including, at times, prescribed burning for species management.

NOW THEREFORE, Grantor, for and in consideration of \$10.00 and other good and valuable consideration to the undersigned paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Grantee, a Smoke Easement in gross, of the nature, character and to the extent hereinafter set forth over and upon the Buffer Property and/or Grantor's Property.

The nature, character and extent of the easement hereby granted are as follows:

1. At all times hereafter, Grantee shall have the right to allow smoke to come onto Grantor's Property and/or the Buffer Property as a result of prescribed burning.
2. Grantee shall inform Grantor in writing, with at least forty-eight (48) hours notice, of any prescribed burns scheduled to occur on Grantee's Property or the Buffer Property that may cause smoke to come onto Grantor's Property and/or the Buffer Property.
3. Grantor and Grantee will thereafter coordinate the timing of such burns as may be necessary for Grantor to accommodate flight plans and schedules.
4. Grantor waives any and all claims arising out of the prescribed burns undertaken by Grantee on Grantee's Property and/or the Buffer Property, such waiver to be in full force and effect provided that such activities are conducted in a non-negligent manner. Grantor agrees to indemnify and hold harmless Grantee from any loss, damage to person, including death, or property, claim, expense (including attorneys' fees and expenses), fines or penalties arising from or concerning prescribed burns conducted by Grantee at the times designated by Grantor.

5. The parties to this easement, together with their successors and assigns, agree that the specific lands comprising Grantor's Property, Grantee's Property and the Buffer Property may be increased, decreased, or modified at any time upon mutual consent of the parties.
6. This easement may be modified or terminated by written instrument executed and agreed to by both parties.

The Parties acknowledge this easement touches and concerns the Grantee's Property, the Buffer Property and the Grantor's Property.

Any party successfully enforcing its rights hereunder by court proceeding shall be reimbursed its court costs and reasonable attorneys' fees.

The easement, together with all benefits, burdens, conditions and restrictions shall run with Grantee's Property, the Buffer Property and Grantor's Property. To that end, all references herein to Grantor or Grantee shall also refer to their successors in interest or assigns. The easement is subject to any and all presently existing covenants, restrictions, easements, reservations, rights, rights-of-way, liens, other encumbrances and interests, and all matters of record.

EXECUTED this _____ day of _____ 2002.

GRANTOR:

SALINE COUNTY, ARKANSAS

By: _____
 Name: _____
 Title: _____

GRANTEE: REYNOLDS METALS COMPANY

By: _____
 Name: _____
 Title: _____

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument. Exempt or no consideration paid if none shown.

GRANTEE: _____
 ADDRESS: _____

SIGNATURE: _____
 TITLE: _____

02 059694

ACKNOWLEDGMENT

STATE OF _____)
) ss.
 COUNTY OF _____)

On this ____ day of _____ 2002, before me, a Notary Public (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____ (being the person authorized by said County to execute such instrument, stating the capacity in that behalf), to me personally well known, who stated that he/she was the _____ of Saline County, Arkansas, a political subdivision of the State of Arkansas and was duly authorized in this capacity to execute the foregoing instrument for and in the name and behalf of said County, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____ 2002.

 Notary Public

My Commission Expires:

02 059695

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
 COUNTY OF _____)

On this _____ day of _____ 2002, before me, a Notary Public (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____ (being the person authorized by said corporation to execute such instrument, stating the capacity in that behalf), to me personally well known, who stated that he/she was the _____ of Reynolds Metals Company, a Delaware corporation, and was duly authorized in this capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____ 2002.

 Notary Public

My Commission Expires:

02 059696

EXHIBIT A**TO THE
SMOKE EASEMENT****LEGAL DESCRIPTION****Grantor's Property
(Saline County)**

A tract of land located in Sections 26, 34, 35, 36, Township 1 South, Range 14 West, and Sections 2, 3, Township 2 South, Range 14 West, Saline County, Arkansas, being more particularly described as follows:

Beginning at a 1/2" found pipe at the SW corner of the NE 1/4, SE 1/4, Section 34, T-1-S, R-14-W; thence N88°20'47"W, 331.64 feet; thence N04°00'19"E, 1137.87 feet to a found 1" rebar; thence S88°03'50"E, 100.17 feet to a found 1" pipe; thence N04°10'18"E, 199.38 feet to a found 1" rebar; thence S89°34'30"E, 757.29 feet to a found 1/2" rebar; thence N03°20'02"E, 403.86 feet to a found 1" pipe; thence S89°35'09"E, 767.64 feet to the east line of Section 34, T-1-S, R-14-W; thence along the east line of said Section 34, N02°50'06"E, 1674.01 feet to the southern line of a 200-foot-wide right-of-way for the Union Pacific Railroad; thence along said south right-of-way line the following courses: N44°53'32"E, 387.97 feet to a non-tangent compound curve to the left having a central angle of 01°58'59", a radius of 15571.23 feet, and a chord length of 538.92 feet to a non-tangent curve to the left having a central angle of 24°38'48", a radius of 2169.01 feet, and a chord length of 925.86 feet; thence N14°24'16"E, 386.13 feet to a compound curve to the right having a central angle of 06°58'05", a radius of 5122.34, and a chord length of 622.57 feet to a curve to the right having a central angle of 16°29'50", a radius of 2637.19, and a chord length of 756.71 feet; thence N88°01'08"W, 60.97 feet to the southern line of a 100-foot-wide right-of-way for the Union Pacific Railroad; thence along said right-of-way line the following courses: along a non-tangent compound curve to the right having a central angle of 05°42'39", a radius of 2687.19 feet, and a chord length of 267.72 feet to a curve to the right having a central angle of 06°16'39", a radius of 11385.56 feet, and a chord length of 1246.83 feet; thence N48°09'53"E, 335.91 feet to the north line of the SW 1/4 of the NE 1/4 of said Section 26, T-1-S, R-14-W; thence leaving said right-of-way line, run along said north line of the SW 1/4 of the NE 1/4 S87°53'31"E, 911.47 feet; thence along a non-tangent curve to the left having a central angle of 16°50'11", a radius of 885.52 feet, and a arc distance of 260.21 feet; thence S13°14'36"W, 1357.33 feet; thence S10°34'41"W, 541.77 feet; thence along a non-tangent curve to the left having central angle of 28°53'45", a radius of 2390.50 feet, and a arc distance of 1205.60 feet; thence S40°00'48"E, 882.39 feet to the south line of said Section 26; thence S88°16'49"E, 640.17 feet along the south line of said Section 26; thence S02°28'54"W, 1318.17 feet; thence S88°20'13"E, 646.12 feet to the east line of said Section 35; thence S88°24'52"E, 655.98 feet; thence S02°15'49"W, 1316.71 feet; thence S02°15'49"W, 232.84 feet; thence S67°45'48"W, 2090.00 feet; thence N54°55'45"W, 40.00 feet to the centerline of a proposed county road having an 80-foot-wide right-of-way; thence along said centerline the following courses: along a non-tangent curve to

the right having a central angle of $33^{\circ}18'12''$, a radius of 290.88 feet, and a arc distance of 169.07 feet; thence $S68^{\circ}22'26''W$, 356.64 feet; thence along a non-tangent curve to the left having a central angle of $36^{\circ}23'46''$, a radius of 1028.62 feet, and a arc distance of 653.41 feet; thence along a non-tangent curve to the left having a central angle of $07^{\circ}29'29''$, a radius of 4686.58 feet, and a arc distance of 612.76 feet; thence $S24^{\circ}29'11''W$, 1956.30 feet; thence $S25^{\circ}32'22''W$, 842.97 feet; thence along a non-tangent curve to the left having a central angle of $10^{\circ}46'07''$, a radius of 1594.50 feet, and a arc distance of 299.69 feet; thence $S15^{\circ}25'41''W$, 244.91 feet; thence $S80^{\circ}47'11''W$, 72.19 feet; thence along a non-tangent curve to the right having a central angle of $18^{\circ}12'21''$, a radius of 1029.40 feet, and a arc distance of 327.09 feet; thence along a non-tangent curve to the left having a central angle of $13^{\circ}54'04''$, a radius of 723.05 feet, and a arc distance of 175.43 feet; thence $S88^{\circ}57'42''W$, 1171.45 feet; thence $N88^{\circ}32'14''W$, 192.66 feet; thence $N85^{\circ}11'21''W$, 809.78 feet to the centerline of a road; thence $N03^{\circ}02'05''E$ along said centerline, 548.29 feet; thence $N04^{\circ}47'19''E$ along said centerline, 816.57 feet; thence leaving said centerline $S85^{\circ}12'41''E$, 40.00 feet to a 5/8" rebar, and the west line of the NE 1/4 of the SE 1/4 of Section 3, T-2-S, R-14-W; thence $S02^{\circ}07'56''W$ along said west line, 1231.02 feet to the SW corner of the NE 1/4 of the SE 1/4 of Section 3, T-2-S, R-14-W; thence $S88^{\circ}36'21''E$ along the south line of the NE 1/4 of the SE 1/4 of Section 3, T-2-S, R-14-W, 1317.21 feet to the SE corner of the NE 1/4 of the SE 1/4 of Section 3, T-2-S, R-14-W; thence $N02^{\circ}14'42''E$ along the east line of Section 3, T-2-S, R-14-W, 2453.30 feet; thence leaving said east line $N88^{\circ}36'21''W$, 208.71 feet; thence $N02^{\circ}14'42''E$, 208.76 feet to the north line of the SE 1/4 of the NE 1/4 of Section 3, T-2-S, R-14-W; thence $N88^{\circ}36'21''W$ along the north line of the SE 1/4 of the NE 1/4 of Section 3, T-2-S, R-14-W, 712.58 feet; thence leaving said north line $S02^{\circ}27'49''W$, 1332.68 feet to a found 5/8" rebar and the south line of the NE 1/4 of Section 3, T-2-S, R-14-W; thence $N88^{\circ}27'02''W$ along the south line of the NE 1/4 of Section 3, T-2-S, R-14-W, 675.86 feet; thence leaving said south line $N02^{\circ}36'19''E$, 3918.67 feet to the Point of Beginning, said tract containing 1196.73 acres, more or less. Less and except R.O.W. as shown on survey.

02 059698

EXHIBIT B

**TO THE
SMOKE EASEMENT**

LEGAL DESCRIPTION

**Grantee's Property
(Reynolds Metals Company)**

The protected property includes nominally portions of Sections 1 & 2 in Township 2 South, Range 14 West; Sections 5 & 6 in Township 2 South, Range 13 West; Sections 29, 30, 31 & 32 in Township 1 South, Range 13 West; and portions of Sections 25, 26 & 36 in Township 1 South, Range 14 West; all in Saline County, Arkansas.

02 059699

EXHIBIT C**TO THE
SMOKE EASEMENT****LEGAL DESCRIPTION****Buffer Property**

A tract of land located in Sections 26 and 35, Township 1 South, Range 14 West being more particularly described as follows:

Commencing at a 2" found pipe at the SE corner of Section 35, T-1-S, R-14-W; thence N88°30'17"W along the south line of Section 35, 1278.83 feet; thence N01°29'43"E, 266.03 feet to the centerline of a proposed county road and the Point of Beginning; thence N87°13'42"W, 1370.84 feet; thence N02°46'18"E, 4984.33 feet; thence N49°57'42"E, 988.75 feet; thence S40°00'48"E, 882.39 feet to the south line of said Section 26; thence S88°16'49"E, 640.17 feet along the south line of said Section 26; thence S02°28'54"W, 1318.17 feet; thence S88°20'13"E, 646.12 feet to the east line of said Section 35; thence S88°24'52"E, 655.98 feet; thence S02°15'49"W, 1316.71 feet; thence S02°15'49"W, 1316.71 feet; thence S02°15'49"W, 232.84 feet; thence S67°45'48"W, 2090.00 feet; thence N54°55'45"W, 40.00 feet to the centerline of a proposed county road and the Point of Beginning, said tract containing 330.41 acres, more or less.

02 059700

Deed is Filed at Book No.: _____

Page No.: _____ or Inst. No.: _____

SEAL OF CIRCUIT COURT
 ARKANSAS
 REAL PROPERTY
 TRANSFER TAX AFFIDAVIT
 SALINE COUNTY, AR

CIRCUIT CLERKS STAMP

FILED FOR RECORD

Book 08 Page 59653

AUG 21 2002

at 1:45 o'clock P M
 BY DOUG KIDD, CIRCUIT CLERK

STATE OF ARKANSAS
 COUNTY OF SALINE

Before me the undersigned, Notary Public, duly qualified and acting in and for said county and state, appeared the undersigned to me well known or satisfactorily proven to be the Affiant herein, who stated under oath that:

1. He/She/They is/are the Grantee(s) in the attached Deed or the Agent of the Grantee(s).
2. That the names and addresses of all parties to the attached real estate transfer transaction are as follows:

A) Grantee (buyer) Saline County, Arkansas

Attn: Lanny Fite, Saline Co. Judge, 200 N. Main Street, Benton, AR 72015

B) Grantee's Agent: (To be completed only if this Affidavit is being signed by Agent rather than Grantee. If the Agent is a corporation the person signing the Affidavit must show authority to sign for the corporation.)

Lanny Fite, Saline County Judge

200 N. Main Street, Saline County Courthouse, Room 117, Benton, AR 72015

C) Grantor (Seller) Reynolds Metals Company

Attn: Dr. Jarvis Harper, 1401 Bauxite Cutoff Rd, P. O. Box 290, Bauxite, AR 72011

3. The property was transferred on: _____ Date

4. The property is located in: Saline County _____ District

5. The full value of the consideration given for the property was gift

(\$ _____)

(NOTE: This amount should include down payment, the amount of any mortgage given or assumed as well as the value of any property given in trade.)

OR

The transfer of property reflected on the attached instrument is not subject to the Real Property Tax because:

(NOTE: All transfers of real property for which Grantor (Seller) receives something of value in exchange for the property are subject to the tax except those specifically exempted at Ark. Stat. Ann. 84-4302.)

6. Total Value of Real Property Tax Stamps Affixed to Deed: \$ none

7. He/She/They understand that a false statement on this Affidavit may constitute perjury; further it is understood that any person signing a deed for record who knowingly, willfully and fraudulently files the same in violation of the Real Property Tax Act is subject to a fine of \$500.00 or 1% of the transaction, whichever is greater.

TERESA ROBERTSON
 NOTARY PUBLIC - ARKANSAS
 PULASKI COUNTY

My Commission Expires: 5-5-2011

Lanny Fite
 SALINE COUNTY

GRANTEE/BUYER/AFFIANT OR AGENT

By: Judge Lanny Fite, County Judge

SUBSCRIBED AND SWORN TO BEFORE ME THIS 21 DAY OF August 19 2002

MY COMMISSION EXPIRES:

5-5-2011

Teresa Robertson
 NOTARY PUBLIC

02 059701



Bryant Parkway Extension

APPENDIX F

American Cyanamid Co. Documents

PERKINS & TROTTER, PLLC
A PROFESSIONAL LIMITED LIABILITY COMPANY
Attorneys and Counselors

KELLY M. MCQUEEN
kmcqueen@perkinstrotter.com

POST OFFICE BOX 251618
LITTLE ROCK, ARKANSAS 72225-1618
TEL 501-603-9000
FAX 501-603-0556
www.perkinstrotter.com

Street Address
1 Information Way, Suite 200
Little Rock, Arkansas 72202

RECEIVED

AUG 02 2006

August 1, 2006

BY: _____

Judge Lanny Fite
Saline County Courthouse
200 North Main
Benton, AR 72015

Dear Judge Fite:

Enclosed please find a copy of the packet of information provided to ADEQ at the initial meeting Alan Perkins and I had with Marcus Devine, ADEQ Director, and Ellen Carpenter, Chief of the ADEQ Legal Division, regarding the Cam Am property.

It has been a pleasure working with you thus far on this project. Please do not hesitate to call should you have any questions or concerns.

Cordially,

PERKINS & TROTTER, PLLC



Kelly M. McQueen

Enclosure



CONNELLY · BAKER · MASTON · WOTRING · JACKSON LLP

DANIEL E. VINEYARD
PARTNER

DIRECT DIAL: (713) 980-1728
DIRECT FAX: (713) 980-1702
E-mail: dvineyard@connellybaker.com

September 12, 2005

G. Alan Perkins
Perkins & Trotter, PLLC
P.O. Box 251618
Little Rock, AR. 72225-1618

Re: Saline County Airport Authority

Dear Alan:

I am responding on behalf of Wyeth to your letter of May 3, 2005, addressed to Ms. Smith.

Pursuant to your May letter and subsequent emails and telephone calls, we understand that your client intends to acquire certain property for airport expansion which includes property formerly owned by American Cyanamid. In your letter you requested that Wyeth voluntarily clean up the property and threatened a RCRA citizen suit if it did not.

Based on the review of the documents you provided to Wyeth and the further review of relevant documents from American Cyanamid's former environmental files, it appears that neither investigation nor remediation of the relevant property is necessary, and if any such action is desired by your client, its request would be better directed to the current property owner.

I am advised that the placement of off-specification Thimet in the Quapaw Pit was done with oversight from the State of Arkansas, once in 1965 and again in 1970. These materials have not been the subject of any environmental or human health concern for 35-40 years. In fact, the sampling efforts and environmental analyses performed in the mid-1980's and again in 1990 led to conclusions that "the threat to human health or the environment is not considered high "and" exposure to humans should not be of concern." In its pre-purchase investigation of the Quapaw mine area, CAN-AM's consultant, Enecotech, Inc., observed that of 14 samples taken only 4 showed even laboratory detection limits for Phorate (Thimet) and none showed action limits. This hardly supports the necessity of taking any environmental remedial actions.

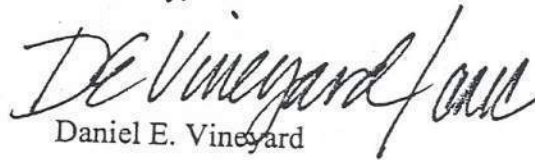
Wyeth has been provided with no information or analysis which contradicts the above. As a consequence, Wyeth is aware of no rational reason to disturb the property your client intends to acquire. Further, as I understand it, your client intends to use the property, if acquired, for a buffer – not a runway or other structure.

Page 2

It does not seem to be in any party's interest to disturb the Quapaw Pit area. In fact, as part of its agreement to purchase the property, CAN-AM agreed to forego activities which would disturb the same.

Under the circumstances, Wyeth respectfully declines your client's request.

Sincerely,


Daniel E. Vineyard

DEV/cmc

Cc: Ms. Geraldine Smith
Mr. Perry Howard

PERKINS & TROTTER, PLLC
A PROFESSIONAL LIMITED LIABILITY COMPANY
Attorneys and Counselors

FILE COPY

G. ALAN PERKINS
aperkins@perkinstrotter.com

POST OFFICE BOX 251618
LITTLE ROCK, ARKANSAS 72225-1618
TEL 501-603-9000
FAX 501-603-0556
www.perkinstrotter.com

Street Address
1 Information Way, Suite 200
Little Rock, Arkansas 72202

May 3, 2005

Geraldine A. Smith
Assistant Vice President
for Environmental Affairs;
Assistant General Counsel
Wyeth
Five Giralda Farms
Madison, New Jersey 07940

Re: Insecticide Disposal in Saline County, Arkansas

Dear Ms. Smith:

Enclosed are documents supporting the information in the memorandum I provided to you by email on April 29, 2005, a copy of which is also enclosed. Some, but not all, of these documents are referenced by bates number in the memo.

As I indicated to you in our telephone conversation, my client, the Saline County Airport Authority, owns property adjacent to the tract in question. The tract lies within the planned footprint of the airport and needs to be acquired by my client. As I am sure you can understand, prior to this acquisition it is necessary to see that the property is remediated. This information is being provided to you in the hope that Wyeth, as successor-in-interest to American Cyanamid Company, will agree voluntarily to clean up the property. I also have some information on the successor to Chapman Chemical Company, the company that manufactured the insecticide buried on site. I can provide that information if you decide to move forward.

I sincerely believe that a voluntary cleanup would be much less expensive and more efficient than a cleanup resulting from an adversarial process. Nevertheless, it is important that my client have assurances in the near future that some cleanup plan will move forward so that it can plan for acquisition and completion of the airport project. If I cannot obtain voluntary agreements, I have been instructed to prepare and serve RCRA citizen suit notice letters to all parties involved. I am hopeful that will not be necessary.

PERKINS & TROTTER, PLLC

Geraldine A. Smith

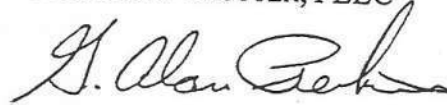
5/3/2005

Page 2

Please feel free to contact me if you have further questions or wish to discuss this matter.
Your prompt attention is appreciated.

Cordially,

PERKINS & TROTTER, PLLC

A handwritten signature in black ink, appearing to read "G. Alan Perkins". The signature is fluid and cursive, with the first name "G." and last name "Perkins" clearly distinguishable.

G. Alan Perkins

GAP/scr
Enclosures

PERKINS & TROTTER, PLLC

Geraldine A. Smith

5/3/2005

Page 3

bcc: Earl Mott

PERKINS & TROTTER, PLLC
A PROFESSIONAL LIMITED LIABILITY COMPANY
Attorneys and Counselors

G. ALAN PERKINS
aperkins@perkinstrotter.com

POST OFFICE BOX 251618
LITTLE ROCK, ARKANSAS 72225-1618
TEL 501-603-9000
FAX 501-603-0556
www.perkinstrotter.com

Street Address
1 Information Way, Suite 200
Little Rock, Arkansas 72202

CONFIDENTIAL MEMORANDUM

RE: CAN-AM Property, Saline County, Arkansas; burial of pesticides by American Cyanamid

Property Ownership

The "Property" is located near the town of Benton, Saline County, Arkansas, in sections 3 and 4, T2S, R14W, containing approximately 79 ac. The Property was granted by Corporate Warranty Deed from American Cyanamid Company, Grantor, to CAN-AM ABSORBENTS COMPANY, INC., Grantee, filed of record on May 22, 1991. Subsequently, CAN-AM sold a portion of the property to McGeorge Contracting Co., Inc., by corporate warranty deed, filed of record on June 28, 2001. The tract sold to McGeorge does not include the insecticide burial area described below.

Insecticide Burial

Documents definitively confirm the following facts about the insecticide burial at the CAN-AM property. Five railcar loads of the insecticide Thimet Zinophos (total 297,940 lbs), manufactured by the Chapman Chemical Company, Memphis, TN, were shipped to the American Cyanamid warehouse in Ahoskie, NC sometime in 1969, where they "failed testing." (A.C. Interoffice Correspondence, signed by R. R. "Ray" Shea, dated 3/12/70, CA0017). There is no indication of the reason the shipment failed testing. American Cyanamid then shipped all five railcars "to Benton, Arkansas for disposal." (CA0017).

PERKINS & TROTTER, PLLC

4/29/2005

Page 2

The railcars arrived near the CAN-AM property in January 1970, according to arrival notices by the Bauxite & Northern Railway Company. (CA0007-CA0009). Notes on American Cyanamid invoice state: "Matl to be destroyed and charged off our 1969 inventory as per R D Carlton letter to Mr T Klum Dated 12-22-69." (CA0006). A telex between American Cyanimid employees, dated March 13, 1970, states: "Zinophos to be dumped next week sometime. Demurrage costs are to be paid by Chapman Chemical. Suggest you send this bill to John Hoffman at Princeton for presentation to Chapman for payment. R Shea." (CA0010). Another telex dated March 31, 1970, lists each of the five railcars and indicates they are to be released to the railroad, indicating that the disposal had been completed. (CA0011).

Identification of the Burial Site

American Cyanamid identified the specific insecticide burial location by description and survey information. American Cyanamid also included the description in the deed to CAN-AM. Through deed restrictions, American Cyanamid retains control over activity at the burial site, including the right to allow disturbance, and to enter the property for inspection and to confirm that CAN-AM is maintaining the restrictive covenants.

Thimet® Zinophos

The insecticide buried at the site is identified as Thimet® Zinophos. (CA0006-CA0010, CA0012-0016 (MSDS)). Thimet® is identified on the American Cyanamid MSDS as "15-G soil and systemic insecticide," and is in the chemical family "organophosphate pesticide." A synonym is Phorate; 0,0-diethyl S-[(ethylthio)methyl] phosphorodithioate. It is a solid, brown-to-gray granular material that is only slightly water-soluble. The railroad arrival notices suggest that the material was packaged in 60-pound and 40-pound cartons, and that the cartons may have contained individual 10-pound bags of insecticide packaged for sale.

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Current Property Condition; Contaminant Migration

Little is known about the current condition or possible transport of the insecticide material that American Cyanamid buried on the Property in March 1970. We have discovered no information that anyone has taken soil or groundwater samples within the boundaries of the burial area. However, an environmental site assessment was conducted for CAN-AM by Enecotech in December 1990, in preparation for the Property purchase. Excerpts from Enecotech's report (CA0125-0132) indicate that vegetation in the vicinity of the burial "pits" consists of small to medium size pine trees. One of the 2 identified pits is situated on top of a hill that has a steep, highly eroded northern side. One area within the footprint of one pit has a caved-in area.

During the site assessment, Enecotech took seven soil borings near the vicinity, but not within, the marked boundaries of the "burial pits." Four of 14 samples had concentrations of organophosphorous compounds above detection limits. One of the samples was positive for Phorate, and Enecotech concluded that the other identified compounds were probably degradation products of Phorate. These samples were taken 15 years ago and it is reasonable to assume that further transport has occurred.

DOCUMENTS PROVIDED TO
GERALDINE A. SMITH OF WYETH
ON MAY 3, 2005

RE: CAN-AM Property, Saline County, Arkansas; burial of pesticides by American Cyanamid

CA0006	American Cyanamid invoice dated January 7, 1970
CA0007-09	Arrival notices by the Bauxite & Northern Railway Company
CA0010	Telex between American Cyanamid employees, dated March 13, 1970
CA0011	Telex between American Cyanamid employees dated March 31, 1970
CA0012-016	Material Safety Data Sheet dated 10/12/82
CA0017-18	A.C. Interoffice Correspondence, signed by R. R. "Ray" Shea, dated 3/12/70
CA0121-132	Excerpts from Enecotech's environmental site assessment report conducted for CAN-AM in December 1990
CA0202 - 206	Fax Memo from Joe Leonard of Can-Am Absorbents to Chuck Jones of McGeorge Contracting Co., Inc. dated 4/17/01
CA0207 - 222	Real Estate Sale and Purchase Agreement
CA0223-232	Corporate Warranty Deed With Restrictive Covenants and Disclaimer

NA 3300-0 P. 1-02

FROM	TO	DEST.	PLACE	TAX	SALESMAN	D/S
1	2	3	4	5	6	7

SHIPPED TO

AMERICAN CYANAMID CO
ATTN R SHELL
BENTON ARKANSAS

CIRCULAR NO.

STOCK TRANSFER
AG CH DIV ACCT AC
PRINCETON NEW JERSEY

STOCK TRANSFER

INTERNAL
ADVISE

CYANAMID

AMERICAN CYANAMID COMPANY

S/T NO. 467 01 T009	DATE CHARGED 01/29/70	SHIPPED 01/08/70
REQUESTED BY JOE PESTICIDES	SHIP	DELIVER

ACCOUNT	S	OUR ORDER
6000 00 00 0 0		15700318000

SHIP PT	SHIPPED FROM
554 A T BYRUM AHOSSIE N C	
ROUTE AND CARRIER SCL IC MP BN	PREPAID/COLLECT PREPAID
F.O.B. CO S.P.	TERMS STOCK TRANSFER

PRODUCT DESCRIPTION	AMOUNT	QUANTITY/UNIT SHIPPED	VALUE
01 THIMET-ZINOPHOS PTG 60LB CARTON 6X10LB BAGS		297940 POUNDS	
	TOTAL AMOUNT		

NO & KINDS PKGS	FRT. CODE	FREIGHT CLASSIFICATION	TRANS RATES	GROSS WT.	TRANS CHARGES
4645 Ctn (60 AEA)			1.72/CWT	327734	5637.02
481 Ctn (40 AEA)					
PRODUCT NO	PLANT DATA	STRENGTH . %	WAREHOUSE	OTHER CHARGES	
2467503					

SPECIAL INSTRUCTIONS: 1-STOCK TRANSFERS 2-MARKS 3-BILLS OF LADING 4-TALLY SHEETS 5-SHIPPING NOTICE 6-LABELS 9-VALUE 10-OTHER

10 MATL TO BE DESTROYED AND CHARGED OFF OUR 1969 INVENTORY AS PER R D CARLTON
LETTER TO MR T KLUM DATED 12-22-69
1X1 R CARLTON AC
1X1 H G WIENAND AC

1X1 R PRETTYMAN AC
10 NEW NO SET UP NEEDED

CHARGED TO POINT SHIP TO POINT DISTRICT OFFICE TV T'S INITIALS & DATE MB 01/07/70 OTHER 14

CA0006

ARRIVAL NOTICE

A. A. R. STANDARD FORM NO. AD 101 C

CONSIGNEE AMERICAN CYANAMID CO		FREIGHT BILL NO. 1-213				
DESTINATION BAUXITE, ARKANSAS		JAN 30 1970				
ROUTE SCL BGMAN TO NP BN (POINT OF ORIGIN TO DESTINATION)						
BAUXITE & NORTHERN RAILWAY COMPANY, BENTON, ARK						
has received the following articles consigned to you:						
WAYSILLED FROM Ashokla, N.C.	WAYSILL DATE AND NO. 1-19-70 200610	FULL NAME OF SHIPPER American Cyanamid	CAR INITIALS AND NO. ACL-31239			
POINT AND DATE OF SHIPMENT	CONNECTING LINE REFERENCE	PREVIOUS WAYSILL REFERENCES	ORIGINAL CAR INITIALS AND NO.			
NUMBER OF PACKAGES, ARTICLES AND MARKS		WEIGHT	RATE	FREIGHT	ADVANCES	TOTAL
1000 (60 lb) ctns Thimet Zinophos PTG SLC POISCH		66000	1.72	1135.20	Prepaid	
LOCATION		WEIGHT SYMBOL L C L FREIGHT		TOTAL PREPAID 1135.20		TOTAL
WAREHOUSE	POST OR SECTION	PLEASE DELIVER THE ABOVE DESCRIBED ARTICLES TO		WHO IS HEREBY AUTHORIZED TO RECEIVE AND RECEIPT THEREFOR.		
DELIVERED BY		CONSIGNEE				
DELIVERY CLEER		PER				
MAKE CHECKS PAYABLE TO BAUXITE & NORTHERN RAILWAY COMPANY						

PROPERTY NOT REMOVED WITHIN THE FREE TIME LIMIT DESIGNATED IN TARIFFS IS SUBJECT TO CAR DEMURAGE AND STORAGE CHARGES.

ARRIVAL NOTICE

A. A. R. STANDARD FORM NO. AD 101 C
2-4-64

PROPERTY NOT REMOVED WITHIN THE FREE TIME LIMIT DESIGNATED IN TARIFFS IS SUBJECT TO CAR DEMURRAGE AND STORAGE CHARGES.

CONSIGNEE <u>AMERICAN CYANAMID CO.</u>		RECEIVED FEB. 2, 1970		70	
DESTINATION <u>BAUXITE, ARKANSAS</u>		BILL NO. <u>8-5</u>			
ROUTE <u>SCL IC MP BN</u> (POINT OF ORIGIN TO DESTINATION)		FEB 5 1970			
BAUXITE & NORTHERN RAILWAY COMPANY, DR., Has received the following articles consigned to you:					
WAYSILLED FROM <u>AHOSKIE, N.C.</u>	WAYSILL DATE AND NO. <u>1/22/70 200612</u>	FULL NAME OF SHIPPER <u>AMERICAN CYANAMID CO.</u>	CAR INITIALS AND NO. <u>WP 35014</u>		
POINT AND DATE OF SHIPMENT	CONNECTING LINE REFERENCE	PREVIOUS WAYSILL REFERENCES	ORIGINAL CAR INITIALS AND NO.		
NUMBER OF PACKAGES, ARTICLES AND MARKS		WEIGHT	RATE	FREIGHT	ADVANCES
905 (60 lb) CTNS THIMET ZINOPHOS SLC		59730			
192 (40lb) CTNS THIMET ZINOPHOS SLC		8448			
		68178	1.72	1172.66	
				PREPAID	
POISON B LABELS ORGANIC PHOSPHATE COMPOUND MIXTURE DRY NOS AGRICULTURAL INSECTICIDES OTHER THAN LIQUID					
LOCATION		WEIGHT SYMBOL L.C.L. FREIGHT		TOTAL PREPAID	
WAREHOUSE	POST OR SECTION			1172.66	
DELIVERED BY		PLEASE DELIVER THE ABOVE DESCRIBED ARTICLES TO		TOTAL	
		WHO IS HEREBY AUTHORIZED TO RECEIVE AND RECEIPT THEREFOR			
DELIVERY CLERK		PER		CONSIGNEE	
MAKE CHECKS PAYABLE TO BAUXITE & NORTHERN RAILWAY COMPANY					

ARRIVAL NOTICE

A. A. R. STANDARD FORM NO. AD 101 C
2-4-64

PROPERTY NOT REMOVED WITHIN THE FREE TIME LIMIT DESIGNATED IN TARIFFS IS SUBJECT TO CAR DEMURRAGE AND STORAGE CHARGES.

CONSIGNEE <u>AMERICAN CYANAMID CO.</u>		BAUXITE, ARKANSAS, STATION		1-23-70	
DESTINATION <u>BAUXITE, ARKANSAS</u>		FREIGHT BILL NO.		A-186	
ROUTE <u>SCL BHAM IC MP BN</u> (POINT OF ORIGIN TO DESTINATION)					
BAUXITE & NORTHERN RAILWAY COMPANY, DR., Has received the following articles consigned to you:					
WAYSILLED FROM <u>Ahoskie, N.C.</u>	WAYSILL DATE AND NO. <u>1-9-70 200603</u>	FULL NAME OF SHIPPER <u>American Cyanamid</u>	CAR INITIALS AND NO. <u>B&O-466083</u>		
POINT AND DATE OF SHIPMENT	CONNECTING LINE REFERENCE	PREVIOUS WAYSILL REFERENCES	ORIGINAL CAR INITIALS AND NO.		
NUMBER OF PACKAGES, ARTICLES AND MARKS		WEIGHT	RATE	FREIGHT	ADVANCES
1000 (60 lb. Thimet Zinepes PTG)		66000	1.72	1135.20	
Poison				Prepaid	
Organic Phosphate Compound mixture dry nos Agricultural Insecticides other than liquid NOIBN					
LOCATION		WEIGHT SYMBOL L.C.L. FREIGHT		TOTAL PREPAID	
WAREHOUSE	POST OR SECTION			1135.20	
DELIVERED BY		PLEASE DELIVER THE ABOVE DESCRIBED ARTICLES TO		TOTAL	
		WHO IS HEREBY AUTHORIZED TO RECEIVE AND RECEIPT THEREFOR			
DELIVERY CLERK		PER		CONSIGNEE	

CA0008

ARRIVAL NOTICE

A. A. R. STANDARD FORM NO. AD 10 C
2-10-64

BAUXITE, ARKANSAS, STATION **1-23-70**

CONSIGNEE **AMERICAN CYANAMID CO** FREIGHT BILL NO. **A-187**

DESTINATION **BAUXITE, ARKANSAS**

ROUTE **SCL BQHAM IC MP BN**
(POINT OF ORIGIN TO DESTINATION)

BAUXITE & NORTHERN RAILWAY COMPANY, DR., Has received the following articles consigned to you:

WAYSILLED FROM Ahoskie, N.C.	WAYSILL DATE AND NO. 1-12-70 200604	FULL NAME OF SHIPPER American Cyanamid	CAR INITIALS AND NO. SCL-21573
POINT AND DATE OF SHIPMENT	CONNECTING LINE REFERENCE	PREVIOUS WAYSILL REFERENCES	ORIGINAL CAR INITIALS AND NO.

NUMBER OF PACKAGES, ARTICLES AND MARKS	WEIGHT	RATE	FREIGHT	ADVANCES	TOTAL
820 (60 lb) Ctns Thimet Zinephes	54120				
180 (40 lb) Ctns Thimet Zinephes	7920				
SLC POISON	62040	1.72	1067.09		
			Prepaid		

RECEIVED
JAN 27 1970
RECEIVED
BENTON, ARK

LOCATION	PLEASE DELIVER THE ABOVE DESCRIBED ARTICLES TO	WEIGHT SYMBOL L.C.L. FREIGHT	TOTAL PREPAID 1067.09	TOTAL
WAREHOUSE				
POST OR SECTION				
DELIVERED BY	WHO IS HEREBY AUTHORIZED TO RECEIVE AND RECEIPT THEREFOR.			
DELIVERY CLERK	PER			

MAKE CHECKS PAYABLE TO BAUXITE & NORTHERN RAILWAY COMPANY

PROPERTY NOT REMOVED WITHIN THE FREE TIME LIMIT DESIGNATED IN TARIFFS IS SUBJECT TO CAR DEMURAGE AND STORAGE CHARGES.

ARRIVAL NOTICE

A. A. R. STANDARD FORM NO. AD 10 C
2-10-64

BAUXITE, ARKANSAS, STATION **1-23-70**

CONSIGNEE **AMERICAN CYANAMID CO** FREIGHT BILL NO. **A-188**

DESTINATION **BAUXITE, ARKANSAS**

ROUTE **SCL BQHAM IC MP BN**
(POINT OF ORIGIN TO DESTINATION)

BAUXITE & NORTHERN RAILWAY COMPANY, DR., Has received the following articles consigned to you:

WAYSILLED FROM Ahoskie, N.C.	WAYSILL DATE AND NO. 1-12-70 200605	FULL NAME OF SHIPPER American Cyanamid	CAR INITIALS AND NO. L&N-103340
POINT AND DATE OF SHIPMENT	CONNECTING LINE REFERENCE	PREVIOUS WAYSILL REFERENCES	ORIGINAL CAR INITIALS AND NO.

NUMBER OF PACKAGES, ARTICLES AND MARKS	WEIGHT	RATE	FREIGHT	ADVANCES	TOTAL
920 Ctns (60 lb) Thimet Zinephes	60720				
109 Ctns (40 lb) " "	4796				
POISON	65516	1.72	1126.88		
			Prepaid		

RECEIVED
JAN 27 1970
RECEIVED
BENTON, ARK

LOCATION	PLEASE DELIVER THE ABOVE DESCRIBED ARTICLES TO	WEIGHT SYMBOL L.C.L. FREIGHT	TOTAL PREPAID 1126.88	TOTAL
WAREHOUSE				
POST OR SECTION				
DELIVERED BY	WHO IS HEREBY AUTHORIZED TO RECEIVE AND RECEIPT THEREFOR.			
DELIVERY CLERK	PER			

MAKE CHECKS PAYABLE TO BAUXITE & NORTHERN RAILWAY COMPANY

PROPERTY NOT REMOVED WITHIN THE FREE TIME LIMIT DESIGNATED IN TARIFFS IS SUBJECT TO CAR DEMURAGE AND STORAGE CHARGES.

ACY BENTON ARK

ACY BENTON ARK

ACY WAYNE NJ

BENTON ATTN R SHELL

NA 3/13

AINOPHOS TO BE DUMPED NEXT WEEK SOMETIME. DEMURRAGE COSTS ARE
TO BE PAID BY CHAPMAN CHEMICAL SUGGEST YOU SEND THIS BILL
TO JOHN HOFFMAN AT PRINCETON FOR PRESENTATION TO CHAPMAN FOR
PAYMENT
R SHEA

END BS

SABED R

"NE NJ

SABED R

"NE NJ

SABED R

"NE NJ

ACY WAYNE NJ

ACY BENTON ARK
3-31-70

ATTN: MR R SHEA

PER YOUR REQUEST CARS WERE RELEASED TO RR AS FOLLOWS:

B&O 466083 - 3-26

L&N 103340 - 3-26

SCL 21573 - 3-25

ACL 31239 - 3-27

UP 35014 - 3-24

T E COX
END/MC

CA0011

CYANAMID

PAGE 1 of 5

MATERIAL SAFETY DATA SHEET

MANUFACTURER: AMERICAN CYANAMID COMPANY
WAYNE, NEW JERSEY 07470

SHEET NO. 0663-01

EMERGENCY TELEPHONE: (201) 835-3100

CAS NO. 000298-02-2
DATE: 10/12/82

I. PRODUCT IDENTIFICATION

TRADE NAME: THIMET® 15-G Soil and Systemic Insecticide

WARNING STATEMENT(S):

POISON-DANGER

HARMFUL IF SWALLOWED, INHALED OR ABSORBED THROUGH THE SKIN, REPEATED INHALATION OR SKIN CONTACT MAY, WITHOUT SYMPTOMS, PROGRESSIVELY INCREASE SUSCEPTIBILITY TO POISONING. KEEP OUT OF REACH OF CHILDREN.

SYNONYMS:

Phorate; O,O-diethyl S-[(ethylthio)methyl] phosphorodithioate

CHEMICAL FAMILY: Organophosphate Pesticide

MOLECULAR FORMULA: C₇H₁₇O₂PS₃

MOLECULAR WGT: 260.37

II. HAZARDOUS INGREDIENTS

COMPONENT	CAS. NO.	%	TWA/CEILING	REFERENCE
Phorate	000298-02-2	15.0	0.05 mg/cu.m. (skin)	ACGIH-80

III. PHYSICAL PROPERTIES.

APPEARANCE AND ODOR:

Brown-to-gray granules; mercaptan odor

BOILING POINT: Not Applicable

MELTING POINT: Not Applicable

VAPOR PRESSURE: 0.00064 mm/Hg @ 25°C BULK DENSITY: 43 - 52 lbs./cu. ft.

VAPOR DENSITY: Not Available

% VOLATILE (BY VOL.): Not Available

OCTANOL/H₂O PARTITION COEF.: Not Applicable PH: Not Applicable

SATURATION IN AIR (BY VOL.): Not Applicable

EVAPORATION RATE: Not Available

SOLUBILITY IN WATER: Slight; approximately 50ppm at 25° C

CA0012

SHEET NO. 0663-01

PAGE 2 OF 5

IV. FIRE AND EXPLOSION HAZARD DATA

FLASH POINT: Not Applicable

FLAMMABLE LIMITS: Not Applicable

AUTOIGNITION TEMP.: Not Applicable

DECOMPOSITION TEMP.: Decomposes on prolonged heating at 120° C or higher.

FIREFIGHTING CONTROLS

Extinguish fire using agent suitable for surrounding fire (material itself does not burn or burns with difficulty.)

SPECIAL FIREFIGHTING PROCEDURES:

Wear self-contained, positive pressure breathing apparatus and full firefighting protective clothing.

Dike area and use limited amounts of water to prevent runoff. Vapors from fire are hazardous. Fight fire upwind and evacuate people downwind. Pesticide is attached to clay particles, which will not burn, but toxic fumes may be released. Alert medical personnel to be ready to treat poisoning cases.

V. NFPA HAZARD RATING

Hazard Rating Not Assigned By NFPA

VI. REACTIVITY DATA

STABILITY: STABLE

POLYMERIZATION: WILL NOT OCCUR

CONDITIONS TO AVOID:

Exposure to heat and/or strong oxidizers and alkalies.

CONDITIONS TO AVOID:

None known

INCOMPATIBLE MATERIALS:

Strong alkalies and strong oxidizers.

HAZARDOUS DECOMPOSITION PRODUCTS:

Probable combustion products are carbon monoxide, carbon dioxide, sulfur dioxide and/or oxides of phosphorus.

CA0013

SHEET NO. 0663-01

PAGE 3 OF 5

VII. HEALTH HAZARD INFORMATION

TOXICITY DATA, EFFECTS OF OVEREXPOSURE, EMERGENCY & FIRST AID PROCEDURES

INGESTION TOXICITY:

Acute oral LD50 of technical phorate for the rat ranges from 1.6 - 3.2 mg/kg and the mouse has an LD50 value of approximately 6 mg/kg. FIRST AID - Induce vomiting by giving 2 glasses of water, (a) stimulating back of throat with finger, (b) give syrup of ipecac 30 ml.. Never give anything by mouth or induce vomiting in an unconscious person. Obtain medical care without delay. Give artificial respiration if person is not breathing. Give oxygen if person has difficulty breathing.

SKIN CONTACT:

Effectively absorbed through the skin: acute dermal LD50 for technical phorate for the rat, rabbit and the guinea pig are 5.7, 5.2 and 30mg/kg respectively.

FIRST AID - Remove contaminated clothing without delay. Wear impervious gloves. Cleanse skin thoroughly with soap and water. Do not omit cleaning hair or under fingernails if contaminated. Do not reuse clothing without laundering. Do not reuse contaminated leatherware. Obtain medical care without delay. Give artificial respiration if person is not breathing. Give oxygen if person has difficulty breathing.

EYE CONTACT:

Effectively absorbed upon ocular instillation to produce systemic effects. FIRST AID - Immediately irrigate with plenty of water for 15 minutes. Obtain medical care without delay.

INHALATION TOXICITY:

Over-exposure to dust may be toxic.

FIRST AID - Remove from exposure. Administer oxygen if there is difficulty in breathing. Obtain medical care without delay. Give artificial respiration if person is not breathing and continue until normal breathing is established.

NOTES TO PHYSICIAN:

Phorate inhibits acetylcholinesterase activity. Warning symptoms include weakness, headache, tightness in chest, blurred vision, nonreactive pinpoint pupils, salivation, sweating, nausea, vomiting, diarrhea, and abdominal cramps progressing to coma and death. Give atropine intramuscularly or intravenously depending on the severity of poisoning, 4 mg. every 10 minutes until fully atropinized as shown by dilated pupils, dry flushed skin tachycardia. 20 to 30 mg. or more may be required during the first 24 hours. Never give opiates or phenothiazine tranquilizers. Clear chest by postural drainage. Artificial respiration or oxygen may be necessary. Observe patient for at least 48 hours. Allow no further exposure to any cholinesterase inhibitors until cholinesterase regeneration has taken place as determined by blood tests. Pralidoxime chloride (2-PAM: Protopam chloride) may be effective as an adjunct to atropine. Use according to label directions.

CA0014

SHEET NO. 0663-01

PAGE 4 OF 5

VIII. EXPOSURE CONTROL METHODS

ENGINEERING CONTROLS:

Provide local exhaust ventilation to control dust and vapor releases.

WORK PRACTICE CONTROLS:

Wash thoroughly with soap and water after working with this material. Do not eat, drink or smoke in areas where this material is being handled. Shower after work and change all clothing. In case of product contact, immediately remove contaminated clothing and wash skin thoroughly with soap and water. Use vacuum to remove product accumulations or spillage. Do not dry sweep which will make product dust airborne.

RESPIRATORY PROTECTION:

Where dust or vapor exposure may occur which cannot be controlled by local exhaust ventilation, wear a NIOSH-approved combination organic vapor-toxic dust respirator. Self-contained or air supplied positive pressure fullfacepiece respirators should be used in the event of product spillage or release, when vapor concentrations are unknown.

PROTECTIVE CLOTHING:

Wear rubber gloves to prevent skin contact. Full length pants and a long-sleeve shirt should be worn. Never take any clothing or protective equipment home. Store street clothes in separate locker. Never store gloves, footwear or protective equipment with street clothing.

IX. SPILL OR LEAK PROCEDURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED:

Place spilled material in a covered drum or other container while wearing proper protective equipment. (listed above in Exposure Control Section) Use liquid chlorine bleach to decontaminate the spill area and to clean-up tools. Releases of a reportable quantity must be reported by telephone to The National Response Center (phone: (800-424-8802).

WASTE DISPOSAL:

Material which cannot be used should be disposed of at a state or federally approved solid waste disposal site in accord with appropriate RCRA regulations.

X. SPECIAL PRECAUTIONS

HANDLING AND STORAGE/OTHER:

Store below 120° F to maintain physical properties. Maintain good house-keeping to control dust accumulations. Protect from exposure to fire and heat. Not for use or storage in or around the home. Segregate from incompatible materials listed in Section VI.

CA0015

XIII. APPENDIX

•REGISTERED TRADEAMRK OF THE AMERICAN CYANAMID COMPANY

SOURCE AND DATE OF INFORMATION

DATE: 10/12/82

CYANAMID AGRICULTURAL GROUP
WAYNE, NEW JERSEY

SHEET NO. 0663-01

The information and statements herein are believed to be reliable but are not to be construed as a warrenty or representation for which we assume legal responsibility . Users should undertake sufficient verification and testing to determine the suitability for their own particular purpose of any information or products referred to herein. NO WARRENTY OF FITNESS FOR A PARTICULAR PURPOSE IS MADE.

INTEROFFICE CORRESPONDENCE

Wayne March 12, 1970
OFFICE ELDO/TUDZ HMM DATE

TO: PRINCETON

ATTN. OF: Mr. J. Hoffman

SUBJECT: DEMURRAGE CHARGES AT
BENTON, ARKANSAS

REFERENCE:

COPY TO: Mr. R. V. Shell BX
Mr. T. Cox. BX✓
Mr. A. J. Gruter NA
Mr. D. F. Robinson NA

As we discussed yesterday, five carloads of Zinophos made by Chapman Chemical Co., Memphis, Tennessee, were shipped to the warehouse at Ahoskie, North Carolina, where they failed testing. These cars were sent to Benton, Arkansas, for disposal - where they have been accruing demurrage for the last seven weeks.

The information you requested is as follows:

Cars B&O 466083 - L&N 103340 - SCL 21575
Constructively Placed 1/23/70

1/28/70 - 1/31/70	- 4 days x \$5	= \$20 x 3 Cars	= \$ 60.
2/1/70 - 2/4/70	- 4 days x \$10	= \$40 x 3 Cars	= \$120.
2/5/70 - 3/12/70	-36 days x \$15	= \$540 x 3 Cars	= \$1620.
			<u>\$1800</u> Total

Car ACL 31239
Constructively Placed 1/28/70

2/2/70 - 2/5/70	- 4 days x \$5	= \$20.
2/6/70 - 2/9/70	- 4 days x \$10	= \$40.
2/10/70 - 3/12/70	-31 days x \$15	= \$465.
		<u>\$525</u> Total

Car WP 35014
Constructively Placed 2/2/70

2/5/70 - 2/8/70	- 4 days x \$5	= \$20.
2/9/70 - 2/12/70	- 4 days x \$10	= \$40.
2/13/70 - 3/12/70	-28 days x \$15	= \$420.
		<u>\$480</u> Total

The total demurrage charges for the five cars is \$2,805 as of this date, and increasing at a combined charge of \$75 per day every day of the week (5 cars x \$15).

As for your question concerning offsetting credits at Benton, this is only possible at locations that have entered into an average demurrage agreement with the delivering carrier. The

- 2 -

Benton plant has no such agreement with the Bauxite & Northern Railroad. Even if they had one, we would be prevented from offsetting inbound debits with outbound credits per Section E, Rule 9, Item 940, of Demurrage 4-I Tariff. Only inbound credits can offset inbound debits and as stated before, only under average agreement, which we do not have at Benton. If we can be of any further assistance do not hesitate to call us.

Ray Shea

R. R. Shea

RRS/ts

CA0018

COPY

ENVIRONMENTAL ASSESSMENT
CAN AM ABSORBENTS
CYANAMID ROAD
BRYANT, ARKANSAS

Prepared for:

CAN AM ABSORBENTS
1705 CYANAMID ROAD
BRYANT, ARKANSAS 72022

Prepared by:

ENECOTECH, INC.
10801 EXECUTIVE CENTER DRIVE
SUITE 409
LITTLE ROCK, ARKANSAS 72111

DECEMBER, 1990

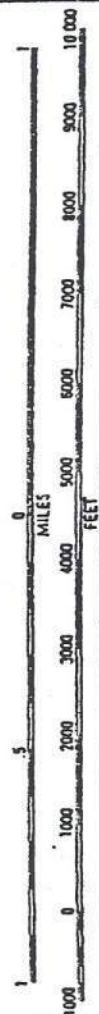
PROJECT NUMBER: 410-001

ENECOTECH

CA0121



SCALE 1:24 000



General Site Location Map

EncoTech

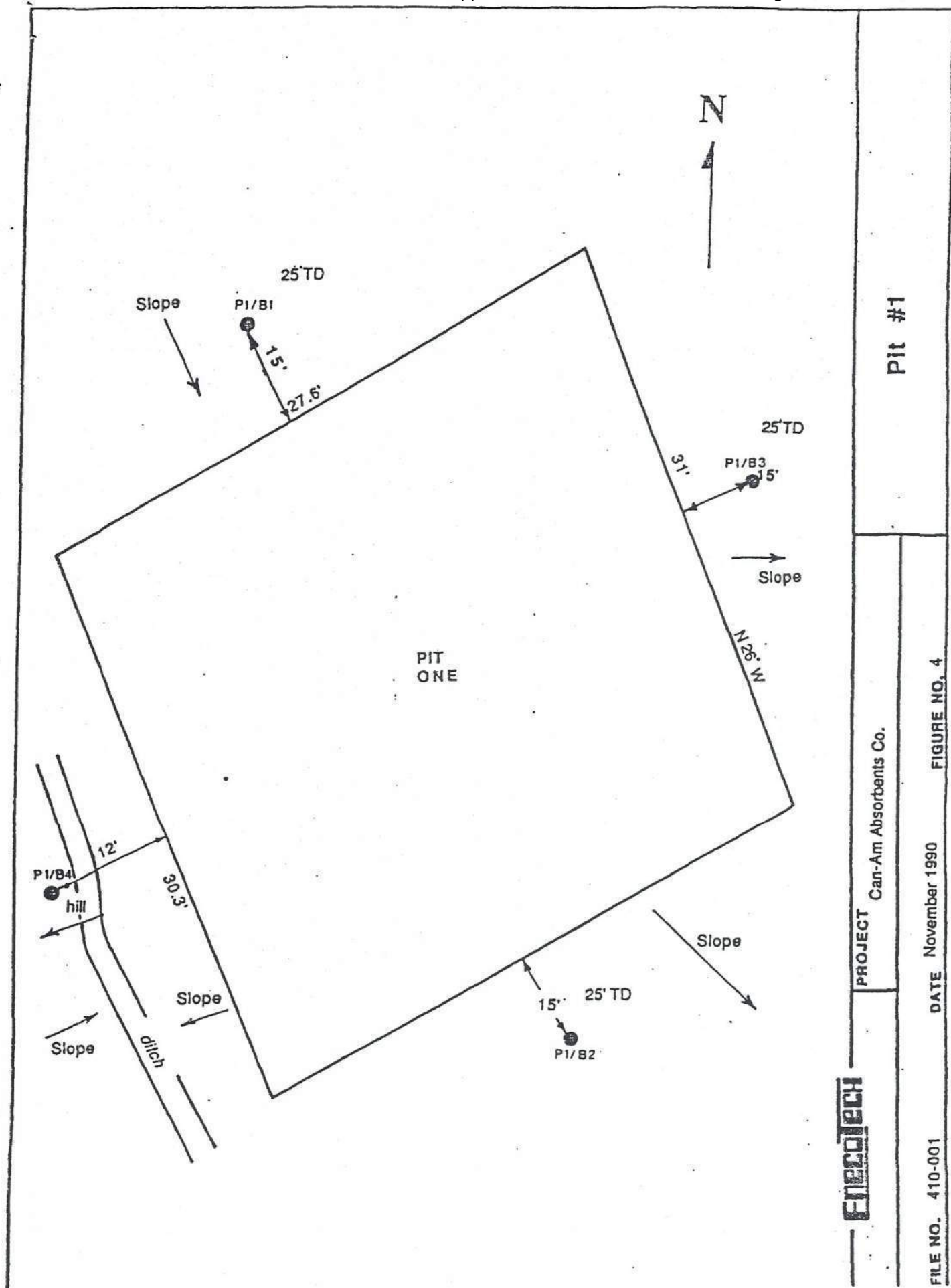
PROJECT

Can-Am Absorbents Co.

FILE NO. 410-001

DATE November 1990

FIGURE NO. 1



ENECHTECH

PROJECT Can-Am Absorbents Co.

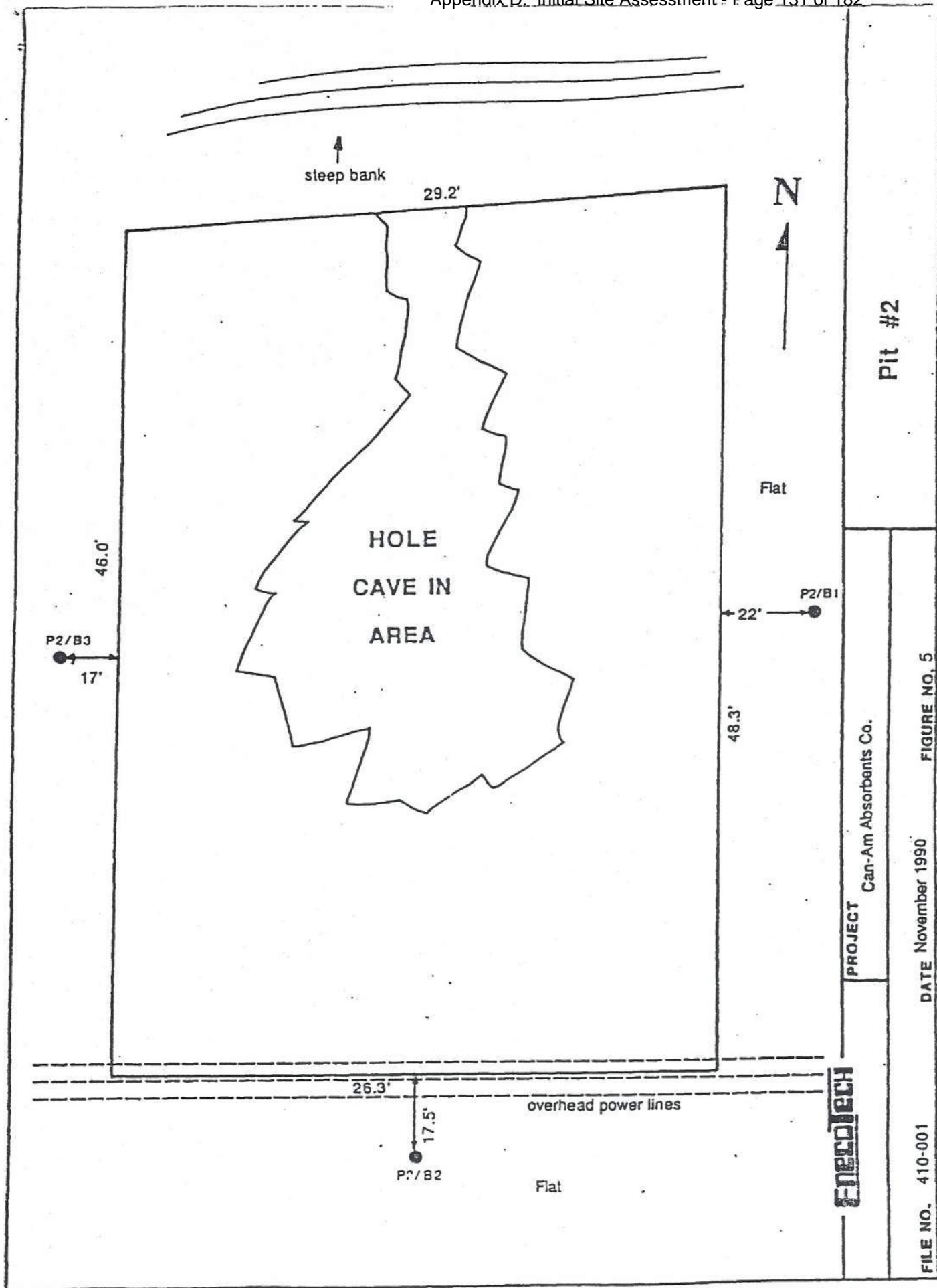
Pit #1

FILE NO. 410-001

DATE November 1990

FIGURE NO. 4

CA0123



The two separate areas, Pit 1 and Pit 2, inside the Quapaw Mine were evaluated. Four test borings were placed around Pit 1 (southern pit) (Figure 4), three test borings were placed around Pit 2 (northern pit) (Figure 5). All but one boring was drilled by hollow stem auger to 25' bgl. One boring at pit one was terminated at 20 bgl. Soil samples collected from the pit were examined for soil type, rock type, odor and the presence of granular material.

The lithologic logs are provided in Appendix B.

2.4 Ground Water Assessment

The assessment of ground water at the fuel storage area was limited to sampling the ground water from one boring. No water was encountered in any of the borings drilled around the pits in the Quapaw Mine area.

The borings drilled to evaluate the fuel storage area encountered ground water at approximately 10 feet below ground level. One boring was allowed to stand open until a sufficient quantity of water had accumulated in the boring. A ground water sample was then taken from the boring with a teflon bailer. The water sample was analyzed by EPA Method 8020 for benzene, toluene, ethyl benzene, and total xylenes (BTEX).

3.0 SAFETY

EnecoTech representative observed health and safety procedures outlined by the United States Occupational Health and Safety Administration (OSHA) for work with hazardous materials. EnecoTech and drilling contractor personnel involved in the drilling and sampling programs participate in the required OSHA Health and Safety training and medical monitoring programs.

Specifically, breathing zones were monitored with a PID during all phases of the investigation to determine the level of protection required. No respiratory protection was required during any phase of this investigation. Safety glasses, and steel-toed boots were worn with the normal work uniform during all drilling activities. Latex gloves were used for skin protection.

4.0 RESULTS

4.1 Records Search

A summary of the information collected from each contacted source of information is presented in the following sections. A list of contacts used to prepare this report is included as Appendix C. A summary of contact responses and Record of Communication documents are provided as Appendix D. Title search and ownership information are located in Appendix E.

4.1.1 Title Search

A 50-year title search was performed to determine the legal description, and current and prior ownership of the property. Ownership deeds from the Saline County Abstract & Guaranty Company were reviewed. Interviews with employees from Can Am Absorbents were conducted to determine the tenant history of the subject properties.

The first readily available ownership deed indicates the land was owned jointly by Clida Elrod Glidwell, May Elrod Preddy, John T. Moon, Thomas Delton Moon, Mark Vanous, C.R. Elrod, Bertha Elrod, Lula Elrod White prior to 1955. In 1955, Arkansas Pit and Quarry Company purchased the land. In 1956, American Cyanamid Company purchased the land and began mining operations and processing. Other records indicate the American Cyanamid Company purchased land from Aluminum Company of America, Bauxite and Northern Railway Company, and Arkansas Louisiana Gas Company. According to the Supplemental Abstract #30091, November 16, 1990, performed by Saline County Abstract & Guaranty Company, the American Cyanamid Company is the current owner of the subject properties (Appendix E).

4.1.2 General Land Use

The Saline County Judge's office was contacted to determine the land use of the site and surrounding areas. The subject property is located outside city limits. According to the County Judge's office, the property outside of the city limits is not subject to zoning laws; therefore, the subject property and surrounding properties are not zoned.

4.1.3 Environmental Agency Responses

The U.S. Environmental Protection Agency (EPA), Region VI, and The Arkansas Department of Pollution Control and Ecology (ADPC&E) were contacted by Freedom of Information Act (FOIA) letters for information regarding the regulatory status on environmental noncompliance or permit violation of the Can Am Absorbents/American Cyanamid properties located in southeast Saline County.

The subject property was not on the National Pollutant Discharge Elimination System (NPDES) list. Records from the EPA Region 6 Resource Conservation and Recovery Act (RCRA) center did not indicate any violations occurring at the subject properties. American Cyanamid was listed in compliance on the EPA Region VI Aeromatic Facility Substem (AFS) list. According the ADPC&E records, Mr. Dennis Green, a hazardous waste inspector, performed a RCRA inspection on the American Cyanamid company facility on November 16, 1983. In his report, Mr. Green stated that the American Cyanamid Company is not a generator of hazardous waste.

4.1.4 Construction Permits Review

EnecoTech reviewed construction and operating permits from the Arkansas Department of Pollution Control and Ecology to determine the existence of any special process areas of special plumbing requirements which would indicate the presence of potential hazardous waste activities on the property. Information in the file included a 1990 application and permit of the installation, alteration, of replacement of equipment and/or air pollution control apparatus.

4.1.5 Public Utility

Arkansas Power and Light Company (AP&L) was contacted regarding the polychlorinated biphenyl (PCB) content of the transformers located on the subject property. Mr. Tommy Childs from AP&L responded that three transformers are located on the site. The transformers were installed during the original construction of the site. One of these transformers was replaced approximately 10 years ago. Mr. Childs further stated that there is no record of the three transformers on the site having been tested for PCB content.

Arkla Gas Company was contacted regarding any leaks in their gas lines near the site. Mr. Bruce Pennington from Arkla responded by stating that a leak was reported in the pipeline crossing the railroad track southeast of the site in 1985, but was corrected by replacing the entire section of line. No other leaks have been reported. All lines in the area are inspected once a year.

4.2 Site Investigation

4.2.1 Site Observations

Photographs were taken at various locations including the main plant area and at the test boring locations within the Quapaw Mine (Appendix F).

The main plant and office building area was inspected for the presence of asbestos containing material. The findings of this inspection are found in this section. The plant area consists of unpaved roads, a rotary kiln and 2 silo type storage units, a shop building, conveyor belts, and a 240' X 80' open shed to stock pile raw materials.

The ground surface and buildings are coated with a layer of very fine clay dust. The plant area shows signs of heavy equipment travel. Run off from the site drains to the east into Hurricane creek.

A pair of Missouri Pacific railroad tracks are located immediately across Cyanamid Road in front of the office building. A railroad spur enters the plant area on the west side. Evidence of spills or oil stains were not observed.

Observation within the Quapaw Mine area were centered around the pits where the burial of insecticides took place. The area is chiefly composed of abandoned mine pits from bauxite mining and large piles of mine tailings.

Vegetation in the vicinity of burial pit consists of small to medium size pine trees. Gullies caused by severe erosion are visible. The surface terrain is rugged and uneven. Large boulders of nepheline syenite are scattered about as well as chunks of bauxite and dirt clods.

Access to the Quapaw Area was gained through a gate on the east side of Arkansas Highway 183/Reynolds Road. The northern pit which is denoted as Pit 2 in this report is situated on top of a hill that has a steep, highly eroded northern side. One area inside the stakes that mark the corners of this burial pit is eroded from the top into the north bank leaving a cave like area in the center (See photos in Appendix F).

4.2.2 Site Geology/Hydrogeology

The soils found around the pits located in the Quapaw Mine are controlled and limited by the composition of the mine tailings. The tailings extend 10's to 100's of feet vertically and extend acres horizontally. Pit 1 (the southern pit) which are shallow soils consist primarily of dry, friable clays sorted with quartz pebbles. At approximately 10 feet bgl, a black to dark grey, very dense, friable, moist shale was encountered. At depths below 15 feet, the soils become very fine grained sandy clays mottled with dense kaolinite clay. A wet zone was encountered in a clayey sand at approximately 15 feet bgl in Pit 1. This wet zone is a perched water zone that did not produce water. The soils in Pit 2 (northern pit) consist primarily of very fine grained dark brown to black friable sandy clays. The clay content decreases with depth. The soils on the west side of Pit 2 consist primarily of black, dense, platy clay. No water was encountered in Pit 2.

The shallow soils at the Can Am plant facility consist of very fine grained silty sands. The silty sands ranged in color from tan to light orange. Clay content increases with depth. A saturated zone was encountered at approximately 10 feet bgl in a fine grained sandy clay sorted with quartz gravel. Below the saturated zone is a very hard, dry, friable silty clay. The silty clay ranged in color from reddish brown to black. Ground water at the Can Am plant facility is associated with a fine grained sandy clay sorted with quartz gravel. The water producing sandy clay zone is found from 10 to 12 feet bgl.

4.2.3 Soil and Ground Water Analytical Results

Organic vapor measurements from the soil samples taken at the fuel storage area as recorded by the PID in the field are presented in Table 1. Generally, those samples which produced the highest readings were submitted for chemical analysis. The PID detected organic vapor in the 2.0-5.0 foot interval of B-1 then detected no organic vapors from 5 feet bgl to the total depth. No organic vapors were detected in borings B-2 and B-3. It should be noted that elevated concentrations of organic vapors, as detected by the PID, do not necessarily represent the presence of petroleum hydrocarbons. All compounds with an ionization potential less than 10.2 eV will be recorded by the PID. Therefore, other indications of petroleum hydrocarbons (staining, odor, etc.) were noted on lithologic logs (Appendix B).

The soil and water analytical results for the fuel storage area are presented in Table 2. Benzene, toluene, ethyl benzene, and xylenes (BTEX) were not detected in any of the soil or water samples collected from the fuel storage area.

Soil samples were taken inside the Quapaw mine area where a pesticide was buried in two separate pits. Soil samples from seven borings were analyzed by EPA Method 8140 for the presence of organophosphate compounds. Two samples from each boring were analyzed. Of the fourteen samples analyzed there were four samples that had concentrations of organophosphorus compounds above the laboratory method detection limits. Each of the four contaminated samples came from borings around Pit 1. Borings B2-15', B2-20', B3-15', B2-20', and B3-15' each had a concentration of Ethoprop (Mocap) at .155 ppm, .098 ppm and .111 ppm, respectively. Demeton-s (Mercaptophos) was detected in samples B2-20' and B3-15' at the levels .140 ppm and .132 ppm, respectively. Three different compounds were detected in the sample B4-10'. The compounds Naled, Phorate, and Ronnel were detected at a concentration of .160 ppm, .192 ppm, and .170 ppm, respectively. All of the samples collected from the three borings around Pit 2 and no detection of compounds searched for.

The soil analytical results for Pit 1 and Pit 2 in the Quapaw Mine area are presented in Table 3.

Analytical results and completed chain-of-custodies are presented in Appendix G.

TABLE 3

How to Use

LITTLE ROCK, ARKANSAS

Project CAN AM ABSORBENTS

SOIL ANALYTICAL RESULTS
QUAPAW MINE, PITTS 1 AND 2
CAN AM ABSORBENTS
BRYANT, ARKANSAS

5.0 CONCLUSIONS

The environmental assessment conducted at the Can Am facility revealed no contaminants related to petroleum hydrocarbon fuels in the selected soil or water samples collected from the area where the above ground tanks are located. The inspection of the buildings on the main plant site did reveal materials that are suspected to containing asbestos. The areas identified did not appear to be in a damaged or friable condition that would create an unacceptable health threat; however, specific information regarding the actual composition of the material should be obtained. Soil testing in the Quapaw Mine area did reveal compounds formulated into insecticides. All of the compounds detected came from the samples collected from boreholes around Pit 1. Only one sample has revealed the compound Phorate, which is the insecticide that was placed in the burial pits originally. The other identified compounds are probably compounds formed as Phorate degrades. According to the 1990 edition of Farm Chemical Handbook the compounds are only slightly soluble in water and may be toxic to 50 percent of the laboratory tested rats who ingest 1740 ppm Ronnel, 2.5-6 ppm Demeton-s, 450 ppm Naled, 61.5 ppm Ethoprop, and 2-4 ppm of Phorate. The threat to human health or the environment is not considered high because the compounds would have to be ingested orally in significant quantities to produce toxic effects. Since the location of the burial sites are located inside a controlled access area exposure to humans should not be of concern. Although no compounds searched for from Pit 2 were detected, the cave in area should be refilled and secured. It is also recommended that signs in each area be erected to prohibit any unauthorized digging in the pit areas.

Can-Am Absorbents Co., Inc.
Fax Memo

Date: Tuesday, April 17, 2001

To: McGeorge Contracting Co., Inc.
Chuck Jones
Phone: 501-490-1456
Fax: 501-490-0036

From: Can-Am Absorbents Co., Inc.
Joe Leonard
Phone: 610-891-6567
Fax: 610-892-0984

Pages: 5

Subject:

Chuck,

Following this cover sheet are four pages of additional information concerning the buried insecticide. I have been able to confirm that there are two burial sites that correspond with the Hope Engineers' survey that you have been provided with.

I have signed and executed the "Option to Purchase" agreement and it has been sent to your attention via the US Postal Service.

Please contact me with any questions you may have.

The ground surface and buildings are coated with a layer of very fine clay dust. The plant area shows signs of heavy equipment travel. Run off from the site drains to the east into Hurricane creek.

A pair of Missouri Pacific railroad tracks are located immediately across Cyanamid Road in front of the office building. A railroad spur enters the plant area on the west side. Evidence of spills or oil stains were not observed.

Observation within the Quapaw Mine area were centered around the pits where the burial of insecticides took place. The area is chiefly composed of abandoned mine pits from bauxite mining and large piles of mine tailings.

Vegetation in the vicinity of burial pit consists of small to medium size pine trees. Gullies caused by severe erosion are visible. The surface terrain is rugged and uneven. Large boulders of nepheline syenite are scattered about as well as chunks of bauxite and dirt clods.

Access to the Quapaw Area was gained through a gate on the east side of Arkansas Highway 183/Reynolds Road. The northern pit which is denoted as Pit 2 in this report is situated on top of a hill that has a steep, highly eroded northern side. One area inside the stakes that mark the corners of this burial pit is eroded from the top into the north bank leaving a cave like area in the center (See photos in Appendix F).

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Organic vapor measurements from the soil samples taken at the fuel storage area as recorded by the PID in the field are presented in Table 1. Generally, those samples which produced the highest readings were submitted for chemical analysis. The PID detected organic vapor in the 2.0-5.0 foot interval of B-1 then detected no organic vapors from 5 feet hgl to the actual depth. No organic vapors were detected in borings B-2 and B-3. It should be noted that elevated concentrations of organic vapors, as detected by the PID, do not necessarily represent the presence of petroleum hydrocarbons. All compounds with an ionization potential less than 10.2 eV will be recorded by the PID. Therefore, other indicators of petroleum hydrocarbons (staining, odor, etc.) were noted on lithologic logs (Appendix B).

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sought for.

The soil analytical results for Pit 1 and Pit 2 in the Quapaw Mine area are presented in Table 3.

Analytical results and completed chain-of-custodies are presented in Appendix G.

Pit 1

5.0 CONCLUSIONS

The environmental assessment conducted at the Can Am facility revealed no contaminants related to petroleum hydrocarbon fuels in the selected soil or water samples collected from the area where the above ground tanks are located. The inspection of the buildings on the main plant site did reveal materials that are suspected to contain asbestos. The areas identified did not appear to be in a damaged or friable condition that would create an unacceptable health threat; however, specific information regarding the actual composition of the material should be obtained. Soil testing in the Casper Area did reveal compounds formulated into insecticides. All of the compounds detected came from the samples collected from boreholes around Pit 1. Only one sample has revealed the compound Phorate, which is the insecticide that was placed in the burial pits originally. The other identified compounds are probably compounds formed as Phorate degrades. According to the 1990 edition of Farm Chemical Handbook the compounds are only slightly soluble in water and may be toxic to 50 percent of the laboratory tested rats who ingest 1740 ppm Ronnel, 2.5-5 ppm Dazotol, 450 ppm Naled, 61.5 ppm Ethoprop, and 2-4 ppm of Phorate. The threat to human health or the environment is not considered high because the compounds would have to be ingested orally in significant quantities to produce toxic effects. Since the location of the burial sites are located inside a controlled access area exposure to humans should not be of concern. Although no compounds searched for from Pit 2 were detected, the cave in area should be refilled and secured. It is also recommended that signs in each area be erected to prohibit any unauthorized digging in the pit areas.

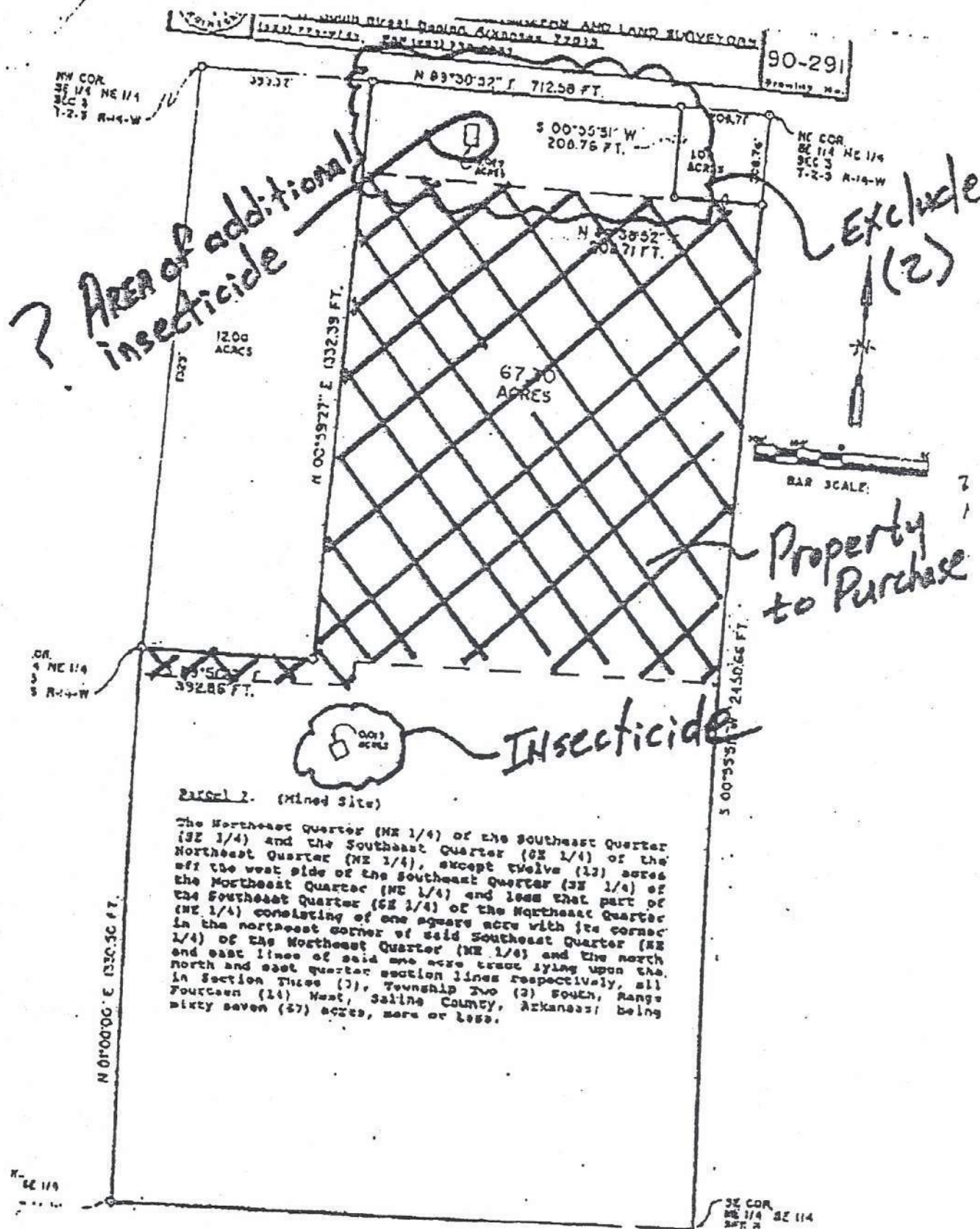
PAGE 23 GNECO TECH REPORT.

May 15 01 08:34a

Brenda Powell

501-490-0036

P.25



Parcel 2. (Mined Site)

The Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), except twelve (12) acres off the west side of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and less that part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) consisting of one square acre with its corner in the northeast corner of said Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and the north and east lines of said one acre tract lying upon the north and east quarter section lines respectively, all in Section Three (3), Township Two (2) South, Range Fourteen (14) West, Saline County, Arkansas, being sixty seven (67) acres, more or less.

CA0206

REAL ESTATE SALE AND PURCHASE AGREEMENT

This Agreement is made and entered into as of this day of September, 1990 by and between CAN-AM ABSORBENTS COMPANY, INC., 1705 Cyanamid Road, Bryant, Arkansas 72022, an Arkansas corporation (the "Buyer") and AMERICAN CYANAMID COMPANY, One Cyanamid Plaza, Wayne, New Jersey 07470, a Maine corporation (the "Seller"), both of the above being sometimes hereinafter collectively referred to as the "Parties".

Section 1: THE PROPERTY. On the terms and conditions hereinafter set forth, the Seller hereby agrees to sell and Buyer hereby agrees to purchase, acquire and take possession of the following described properties (collectively hereinafter referred to as the "Property"), situated in County of Saline, State of Arkansas, to wit:

Parcel 1. (Plant Site)

The North half (N 1/2) of the Northwest Quarter (NW 1/4) of Section Four (4), Township Two (2) South, Range Fourteen (14) West.

Less and excepting that part of the N-1/2 Half (N 1/2) of the Northwest Quarter (NW 1/4) consisting of a right-of-way previously granted to the Bauxite and Northern Railway Company and further excepting that part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Four (4), Township Two (2) South, Range Fourteen (14) West described as follows:

Commencing at the Southwest corner of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section 4, Township 2 South, Range 14 West, Saline County, Arkansas, an iron pin, thence N2°36'E a distance of 45.0 feet to the point of beginning; thence N2°36'E a distance of 1,195.0 feet to the South right-of-way line of the Missouri Pacific Railroad; thence easterly along the South right-of-way line N72°47'E a distance of 199.68 feet to the intersection of the North forty line of the Northwest Quarter (1/4) of the Northwest Quarter (1/4), Section 4, Township 2 South, Range 14 West, Saline County, Arkansas; thence along the North forty line S89°14'E a distance of 497.15 feet to the intersection of the South right-of-way line of the Bauxite and Northern Railroad; thence along the South right-of-way line of the Bauxite and Northern Railroad on a curve measured with a chord distance of 120.5 feet

bearing S59°27'E to the North right-of-way of the county road; thence S33°18'W a distance of 750.0 feet along the north right-of-way of the county road; thence S33°58'W a distance of 645.0 feet along the North right-of-way of the county road; thence S53°56'W a distance of 64.41 feet to the point of beginning, containing 11.96 acres more or less.

Parcel 2. (Mined Site)

The Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), except twelve (12) acres off the west side of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and less that part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) consisting of one square acre with its corner in the northeast corner of said Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and the north and east lines of said one acre tract lying upon the north and east quarter section lines respectively, all in Section Three (3), Township Two (2) South, Range Fourteen (14) West, Saline County, Arkansas; being sixty seven (67) acres, more or less.

And together with the plant, all materials and equipment presently situated on the just above described real property, all "AS IS", and together with the hereinafter listed vehicles also transferred "AS IS":

- a) 1984 Ford - Title No. 8334111937
- b) 1983 Ford - Title No. 3815111
- c) 1982 International Drill Truck - Title No. 3175706
- d) 1978 Chevrolet - Title No. 1317422
- e) 1968 International Drill Truck - Title No. 6715769
- f) 1966 Ford - Title No. 4954076

Section 2: PURCHASE PRICE, ALLOCATION AND METHOD OF PAYMENT. The Purchase Price for the Property is exactly One Million and NO/100 Dollars (\$1,000,000.00) hereinafter referred to as the "Purchase Price". The Purchase Price shall be allocated among the Property as follows: (i) Land \$18,200; (ii) Building \$297,300; and (iii) Equipment \$684,500, and said Purchase Price shall be payable by the Buyer to the Seller at closing as follows:

- (a) Buyer will pay at closing the sum of Seven Hundred Thousand Dollars (\$700,000.00) in cash; and

(b) Buyer will, at closing, make, execute and deliver to Seller the Buyer's Promissory Note (hereinafter referred to as the "Note") in the original principal sum of Three Hundred Thousand Dollars (\$300,000.00) (hereinafter referred to as the "Primary Indebtedness"), representing the balance of the Purchase Price, and shall be payable in 36 equal monthly installments.

(c) To evidence and secure the Primary Indebtedness, Buyer will make, execute and deliver at closing to the Seller that documentation deemed necessary and appropriate, in the opinion of Seller's counsel, including but not limited to the Note, an Inclusive Mortgage and Security Agreement and Assignment of rents and leases, UCC Financing Statements, the Personal Unconditional and continuing Guaranty of the Stockholders of Buyer and any and all other documentation deemed by Seller's counsel necessary and appropriate to evidence and secure the Primary Indebtedness and encumbering the Property and the inventory, accounts receivable, and general intangibles of Buyer, all of which documentation shall be in such a form and contain such provisions as are prescribed by Seller's counsel.

(d) Prior to closing, Buyer will furnish to Seller all documentation which is deemed appropriate in the opinion of Seller's counsel to evidence the qualification of the signatories to the documentation evidencing and securing the Primary Indebtedness and to further evidence the legal existence, organization, good standing and qualification of the Buyer to engage in this transaction, the transaction of its business and the execution of the required loan documents.

(e) At the closing Buyer's counsel must deliver to Seller a legal opinion in a form as prescribed by Seller's counsel, which said opinion shall include, but not be limited to, a confirmation of the legal validity and enforceability of the loan, any loan documents evidencing and securing the Primary Indebtedness, and opining as to the corporate existence, good standing and authority of the Buyer and its officers and any Guarantors to fully consummate the transaction contemplated herein.

(f) Seller's obligation to close hereunder is made expressly conditioned upon Buyer's performance of all obligations herein contained including, but not limited to, the due and proper execution and delivery of the documentation aforesaid and that the lien securing the Primary Indebtedness be at the time of closing prior and superior to any and all

other liens against the Property, except a lien in favor of the Arkansas Development Finance Authority securing an indebtedness not in excess of \$700,000.

Section 3: EARNEST MONEY. The Buyer agrees to and shall deposit within five (5) days of the date hereof the amount of Five Thousand Dollars (\$5,000) as the "Earnest Money" with Saline County Abstract & Guaranty Company, 316 N. Main, Benton, Arkansas 72015, (the "Escrow Closing Agent"). All Earnest Money so deposited is to be held in escrow by the Escrow Closing Agent in accordance with the terms and provisions hereof and at Closing is to be applied against and on the Purchase Price or otherwise disbursed as herein prescribed. The Earnest Money shall be deposited in an interest bearing account with the interest accruing to and for the benefit of the Buyer solely and regardless of whether or not the Parties close hereunder.

In the event this Agreement is terminated or cancelled by either the Seller or Buyer in accordance with the terms and provisions hereof, the Escrow Closing Agent, immediately upon receipt of notice of such termination or cancellation and pursuant to the terms and provisions of that certain Escrow Closing Agent, shall deliver the said Earnest Money to the Party specified herein as entitled thereto, without the necessity of the joinder or further consent of the other Party.

Section 4: LEASE AGREEMENT. Buyer currently occupies Parcel 1 under a Lease Agreement ("Lease") with the Seller dated the 22nd day of November, 1989. The Parties agree that this Lease shall terminate on Date of Closing or the termination date of the Lease, November 30, 1990, whichever occurs first. If the Date of Closing occurs prior to the termination of the Lease Agreement, Buyer and Seller agree that the One Hundred Thousand Dollar (\$100,000) lease security deposit and the last four months' rent up to a maximum of Forty Thousand Dollars (\$40,000) shall apply to the purchase price on the Date of Closing.

Section 5: TITLE INSURANCE, SURVEY, REVIEW AND CURING DEFECTS.

(a) Within fourteen (14) days from date hereof, the Seller shall furnish to Buyer at Seller's sole expense a Commitment for a Title Insurance Policy (the "Commitment") issued by Ticor Title Insurance Company by and through the Escrow Closing Agent (the "Title Company"), dated on or after the date hereof, describing the Property, reflecting the Buyer

as the proposed insured and showing as the policy amount thereon the Purchase Price for the Property. The Commitment shall assure to Buyer that at closing the Title Company will issue to Buyer a Form B-ALTA policy of Owner's Title Insurance with such endorsements and assurances as are required by Buyer, reflecting fee simple absolute title in Buyer subject only to any exceptions approved and accepted by Buyer (hereinafter referred to as the "Permitted Exceptions").

(b) Seller shall cause to be prepared a boundary line survey of the Property, including that portion described in Paragraph 8(b) hereof and that portion designated as the Quapaw Pit (the "Survey") to be made by a surveying firm approved both Seller and Buyer. The Survey shall be currently dated, shall be updated as of the date of Closing and prepared in accordance with the current ALTA survey specifications and such other requirements as are specified by the Buyer. If Buyer closes hereunder, then the cost of the Survey shall be born one-half by Seller and one-half by Buyer. If the Buyer terminates this Agreement as provided for herein or does not close this transaction for any reason whatsoever, then Buyer will pay the cost of the survey up to a maximum of \$1,000. In the event the Survey shows an encroachment, overlap, protrusion or any other matter which in Buyer's opinion does (or could in the future) interfere with the use, operation or financing of the Property, such matter shall be considered a "Defect" hereunder.

(c) In the event that the Title Commitment and/or the Survey discloses any claim, lien, encumbrance, encroachment, matter, requirement and/or exception to title which is or are objectionable to Buyer (the "Defects") in Buyer's sole and absolute discretion, then Buyer shall within fifteen (15) days of receipt of the Title Commitment and/or Survey evidencing said Defect or Defects notify Seller in writing of any objections. If Buyer fails to so notify Seller in writing within the fifteen (15) days aforesaid, then Buyer shall be conclusively deemed to have approved and accepted all items in the Title Commitment and Survey, as applicable. If Buyer timely notifies Seller of any objections, Seller may, but shall not be obligated to, prior to the Closing Date, cause such Defects to be removed or insured by the Title Company and in furtherance thereof, Seller agrees to notify Buyer within ten (10) days of receipt of Buyer's notice of objection to Defects of Seller's intention not to cure any or all of Buyer's objections to Defects. If Seller does not intend to remove or cause to be insured over any Defect or Defects to the satisfaction of the Buyer prior to the Closing Date, then

Buyer, at his sole option and discretion, but within ten (10) days of receipt of Seller's Notice of Intention Not to Cure, must by written either (i) notify Seller that Buyer terminates this Agreement, in which event the Earnest Money shall be immediately returned and refunded to the Buyer (less the cost of the Survey), and neither party shall have further liability or obligation hereunder; or (ii) notify Seller that Buyer will proceed to close and accept the Title and Survey subject to the objectionable items.

Section 6: CLOSING. The terms Closing, Closing Date, Date of Closing and/or day of closing shall mean and be the earlier of (i) 90 days from the date hereof (unless extended in writing, by mutual consent of both Buyer and Seller) or (ii) an earlier date set by Buyer upon giving notice to Seller at least fifteen (15) days prior to any early closing. The Closing shall be held at the offices of the Escrow Closing Agent, who shall conduct the Closing in accordance with the terms and provisions hereof, the Escrow Agreement and the mutual instructions of the Parties hereto.

Seller shall pay the title search or examination fees, and abstracting expenses, one-half of the real estate transfer taxes and one-half of the escrow closing fees. Buyer shall pay the other one-half of the real estate transfer taxes, escrow fees and shall pay all of the document preparation fees and the recording fees.

Section 7: PRORATIONS. On or at the Closing all Real Property Taxes and Special Assessments due on or before the Closing Date shall be paid by Seller. Current Taxes and Special Assessments and other like assessment or charges shall be prorated as of the Closing Date. Ad Valorem taxes and Special Assessments shall be prorated based upon the last available tax statement.

Section 8: CONVEYANCE. Conveyance of the Personal Property shall be made by Bill of Sale or Certificate of Title and conveyance of the Real Property shall be made by Special Warranty Deed, both deliverable at closing to Buyer or as designated by Buyer. The conveyance of the real property herein described shall be made expressly subject to the Permitted Exceptions, any easements, roads or right-of-ways thereon and subject to the following additional restrictions as to Parcel 2:

(a) Buyer will affirmatively covenant and agree with Seller that Buyer will not commence, conduct or maintain any

mining or mining operation whatsoever on the real property herein described without first having obtained the prior written consent thereto from the Seller. In connection therewith, Buyer covenants and agrees that Buyer will not commence, conduct or maintain any mining or mining operation whatsoever on the real property herein described without first having prepared and delivered to the Seller a written report that Buyer requires Seller's permission to commence, conduct and maintain mining and mining operations on a specifically described part or parcel of the real property with a detailed description of the nature, type and duration of the proposed mining or mining operation to be conducted thereon, together with a detailed survey of the property to be so mined and evidence that all authorization and approvals required by the State of Arkansas and any local authorities have been fully obtained.

(b) Buyer shall be restricted from disturbing, digging, building on or otherwise using the following areas:

That portion of the Southeast Quarter of the Northeast Quarter, Section 3, T-2-S, R-14-W, Saline County, Arkansas more particularly as follows: Commencing at the Northwest corner of said Southeast Quarter of the Northeast Quarter; thence N89°38'52"E along the North line thereof 614.85 feet; thence S00°21'09"E 78.54 feet to the point of beginning; thence N88°00'29"E 28.35 feet; thence S00°14'09"E 48.08 feet; thence N87°08'33"W 25.09 feet; thence N04°19'22"W 45.97 feet to the point of beginning containing 0.029 acres.

That portion of the Northeast Quarter of the Southeast Quarter, Section 3, T-2-S, R-14-W, Saline County, Arkansas more particularly described as follows: Commencing at the Northwest corner of said Northeast Quarter of the Southeast Quarter, thence S89°38'52"E along the North line thereof 464.20 feet; thence S00°21'08"W 175.78 feet to the point of beginning; thence S25°03'00"E 30.38 feet; thence S62°29'57"W 29.39 feet; thence N20°57'54"W 29.50 feet; thence N60°19'11"E 27.35 feet to the point of beginning containing 0.019 acres.

(c) Seller shall have the right of access during normal business hours to the Quapaw Pit area to review Buyer's performance, provided Seller gives Buyer advance written notice.

Section 9: DISCLAIMER. NOTWITHSTANDING ANY WARRANTIES, REPRESENTATIONS, STATEMENTS, COMMENTS OR DECLARATIONS HEREIN CONTAINED OR OTHERWISE MADE, SELLER DOES HEREIN EXPRESSLY AND AFFIRMATIVELY DISCLAIM ANY AND ALL WARRANTIES UNLESS SPECIFICALLY HEREIN SET FORTH AND DOES EXPRESSLY AND SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR WARRANTIES OF HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 10: WARRANTIES OF SELLER. The Seller represents and warrants to, and agrees with, the Buyer as follows:

- (a) Seller has good and marketable title to the Property.
- (b) To the best of Seller's knowledge there are no pending or threatened litigation which might materially affect the consummation of the transaction contemplated herein or which affects the Property.
- (c) That Seller has disclosed to the Buyer that the area in Parcel 2 identified in Section 8 (b) contains legally buried insecticide.
- (d) That Seller has disclosed to Buyer the need to monitor and treat any discharge of water from the Quapaw Pit located in Parcel 2 and has provided Buyer with an independent report on the Quapaw Pit prepared by Hydrosystems, Inc. dated April 16, 1990, a copy of which is attached as Exhibit A.
- (e) That Seller has disclosed to Buyer that the mined areas of Parcel 2 are grandfathered and under current laws need not be reclaimed, but any alterations to grandfathered area by Buyer will require Buyer to reclaim the land under current regulations.
- (f) Seller has made no other contract, agreement or obligation which might materially affect Seller's ability to consummate the transaction contemplated herein except as provided in subparagraph (i) of this Section.

(g) As of the Closing, there will be no person or persons, natural or artificial, or party, other than Buyer, which has any right or license to use or occupy the Property or any part thereof, or any interest or any right to acquire any interest in or to any portion of the Property, except as set forth in Section 8 (c) and subparagraph (i) of this Section 10.

(h) That Seller is a duly organized and existing Maine Corporation in good standing and fully and completely authorized to make and enter into this Agreement and that the observation and performance of its obligations hereunder and the consummation of the transaction contemplated by this Agreement will not and does not violate the terms or provisions of its Articles of Incorporation, its By-Laws or any other agreements and that Seller is not a "foreign person" within the meaning of Section 1445 (f) (3) of the Internal Revenue Code of 1986, as amended.

(i) At the present time, Reynolds Metals Company is drawing water from the Quapaw Pit.

(j) Seller has complied with all applicable environmental laws and regulations in the operation of its business on the Property and the disposal of hazardous substances on the Property except for any actions of Buyer who is leasing Parcel 1 from Seller.

(k) No representation or warranty by Seller in this Agreement or any documents provided hereunder contains or will contain any untrue statement or omits or will omit to state any material fact necessary to make the statements contained herein not misleading. All representations and warranties made by Seller in this Agreement and any document provided hereunder shall be true and correct as of the date of Closing with the same force and effect as if they had been made on and as of such date. This paragraph shall not apply to any documentation supplied by a third party such as surveys, title reports, title commitment, environmental reports, etc.

Section 11: WARRANTIES OF BUYER. The Buyer represents and warrants to, and agrees with, the Seller as follows:

(a) That Buyer is a duly organized and existing Arkansas Corporation in good standing thereat and is fully authorized and empowered to conduct its business in and by the State of Arkansas and is fully and completely authorized by appropriate Resolution(s) of its Board of Directors to make and enter into this Agreement and that the observation and performance of its

obligations hereunder and the consummation of the transaction contemplated by this Agreement will not and does not violate the terms or provisions of any other agreements, its Articles of Incorporation, its By-Laws, or any other matter, document, instrument, rule, regulation, law, statute, or ordinance.

(b) That Buyer will abide and fully observe any and all restrictions contained in the Special Warranty Deed evidencing the conveyance contemplated herein as mentioned in Section 8 hereof.

(c) That Buyer will monitor and treat or caused to be monitored and treated any water discharged or to be discharged from the Quapaw Pit located on Parcel 2 hereinabove described in accordance with the laws, rules, regulations and requirements of the State of Arkansas and any other applicable laws, rules, regulations and requirements.

(d) That Buyer will not disturb any mined areas of Parcel 2 except in absolute compliance with Section 8 (a) hereof.

(e) That Buyer, as Lessee, has been in possession of Parcel 1 hereinabove described and has fully inspected the Property and is accepted same in an "AS IS" condition and confirms the validity and enforceability of the Disclaimer contained and set forth in Section 9 hereof.

(f) That Buyer will reclaim any previously mined areas on Parcel 2 as required as a result of Buyer's disturbance in accordance with the laws, rules, regulations and requirements of the State of Arkansas and any other applicable laws, rules, regulations and requirements.

Section 12: INDEMNIFICATION BY BUYER. Buyer covenants and agrees with the Seller to and does hereby indemnify and hold Seller harmless from any and all claims, damages, cost, expense (including reasonable attorneys fee, whether incurred in the enforcement hereof or otherwise), liabilities, fines or causes of action asserted, incurred by, charged or filed against Seller as a result of or from any of the following (i) any regulatory actions, (ii) any third party claim or claims, or any law suit or enforcement action whatsoever emanating from or caused by the breach or failure to fully observe and perform or inaccuracy of any covenant, warranty or representation herein contained made and to be performed and/or observed by the Buyer.

Section 13. INDEMNIFICATION BY SELLER. Seller covenants and agrees with the Buyer to and does hereby indemnify and hold ^{defend,}

Buyer harmless from any and all claims, damages, cost, expense (including reasonable attorney's fee, whether incurred in the enforcement hereof or otherwise), liabilities, fines or causes of action asserted, incurred by, charged or filed against Buyer as a result of the breach of any warranty or representation made by Seller in Section 10 and arising from claims occurring prior to closing.

Section 14: CASUALTY AND CONDEMNATION. In the event that, prior to closing, any portion of the Property is damaged by fire or other casualty or any eminent domain proceeding affecting the Property is commenced or threatened by a governmental entity having the power of eminent domain, Seller shall immediately give notice to the Buyer thereof. If such casualty or proceeding would not result in a loss or diminution of value of the Property of more than \$10,000.00 and all other conditions and covenants herein contained have been fully performed and observed, then the closing shall take place as provided for herein and Seller shall assign to Buyer all of Seller's right, title and interest with respect to all proceeds of insurance and all awards, damages or other compensations arising from such casualty or proceeding. In the event, however, that the loss or diminution of value exceeds \$10,000.00, then Buyer may elect to terminate this agreement, by written notice to Seller, and neither party will have any further liability hereunder or the Buyer may elect to proceed to closing and Seller shall assign to Buyer all of Seller's right, title and interest with respect to all proceeds of insurance and all awards, damages and compensation.

Section 15: DEFAULT.

(a) In the event Seller shall be in default hereunder, Buyer may at its option (i) cancel this Contract and receive a refund of all Earnest Money deposited, plus accrued interest, or (ii) pursue such other remedies as may be available to Buyer by law or in equity, including but not limited to the right to have this Agreement specifically performed; provided, however, the failure of Seller to cure any title or survey defect objected to shall not be treated as a default by Seller and in such an event, Buyer's sole and only remedy shall be to terminate this Agreement and receive a refund of all Earnest Money Deposited, plus accrued interest thereon.

(b) In the event Buyer shall be in default hereunder, Seller may at its option (i) cancel this Contract and retain all Earnest Money deposited (excluding accrued interest thereon) as liquidated damages and not as a penalty [the

parties hereto acknowledging and confirming that the amount of the Earnest Money deposited is a reasonable forecast of just compensation to the Seller as a result of the Buyer's default and that the Seller's damages resulting from the Buyer's default are as of this date difficult, if not, incapable of accurate estimation] or (ii) pursue such other remedies as may be available to Seller by law or in equity, including but not limited to the right to have this Agreement specifically performed.

Section 16: SPECIAL-PROVISIONS: The parties hereto further agree as follows:

(a) All covenants, agreements, indemnifications, representations and warranties made hereunder or pursuant hereto or in connection with the transactions contemplated hereby shall survive the Closing and shall remain operative and shall not merge into any conveyancing instrument delivered hereunder and regardless of any investigation by or on behalf of any party hereto.

(b) Pending the Closing, Buyer shall exercise no control over the Property except as provided in the Lease as to Parcel 1, and to and including the date of closing, or any extensions thereof, all risks of loss shall be borne by Seller except as provided in the Lease.

(c) Seller will deliver possession of the Property at closing.

(d) Seller agrees that, prior to closing, Seller shall not impose covenants, conditions or restrictions on or which affect the Property, except as set forth herein, without the Buyer's approval. Further, Seller agrees that prior to closing, Seller shall not cause, seek or assist in the imposition on the Property of any special tax, assessment or other levy, including the creation of any special improvement district with the power to tax or assess the Property or the Buyer, without first obtaining the Buyer's approval. Buyer's approval as provided for in this Section may be granted or withheld in Buyer's sole and absolute discretion.

(e) Within thirty (30) days from the date of acceptance of this Agreement, the Seller shall furnish Buyer a survey of Parcel 1, Parcel 2, that portion of the Property described in Paragraph 8 (b), and that portion of the Property designated herein as the Quapaw Pit, which satisfies all ALTA requirements. If there are matters which are not acceptable to

Buyer reflected on the survey, the Buyer may terminate this Agreement within ten (10) days after receiving the same.

(i) "Buyer shall have until November 30, 1990 (the "Feasibility Period") within which to conduct all manner of tests and inspection to determine whether the Property is suitable for the Buyer's purpose. This determination shall be made in the sole and absolute discretion of the Buyer and may include, but is not limited to, soil analysis, engineering studies, utilities, availability and capacity, market analysis, suitable access, etc. In this connection, Buyer and Buyer's agent may enter upon and have access to the Property for the purpose of conducting engineering and other studies, surveys, site analysis, soil borings, and such other tests which Buyer may deem desirable, but Buyer agrees to and does hereby hold harmless from any liens or claims which may arise or result from such activities.

In the event that Buyer, in its sole discretion, finds the Property to be unacceptable for any reason and notifies in writing Seller within the Feasibility Period aforesaid that is on or before November 30, 1990 of said determination, then all Earnest Money deposited shall be immediately returned to Buyer (less costs of survey), and thereafter, no party shall have any further rights or obligations hereunder. Alternatively, if Buyer fails to notify Seller within the Feasibility Period of Buyer's determination that the Property is unacceptable or unsuitable, then Buyer shall be conclusively deemed to have found the Property acceptable and suitable and this condition precedent to closing is deemed waived."

(ii) "Buyer shall have until November 30, 1990 (the "Financing Period") within which to obtain a Commitment (the "Commitment") from Arkansas Development Finance Authority (the "Lender") that the Lender will loan and fund a loan in the amount of \$700,000 on terms and such conditions as are satisfactory to Buyer.

In the event that Buyer, in its sole discretion, finds that it is unable to obtain the requested Commitment from the Lender for any reason and notifies in writing the Seller within the Financing Period aforesaid that is on or before November 30, 1990 of said determination, then all Earnest Money deposited shall be immediately returned to Buyer (less costs of survey) subject to the terms of paragraph 5(b), and thereafter, no party shall have any

further rights or obligations hereunder. Alternatively, if Buyer fails to notify Seller within the Financing Period of Buyer's determination that it cannot obtain the requested Commitment from the Lender, then Buyer shall be conclusively deemed to have waived this condition to closing and is required to close hereunder."

Section 17: REYNOLDS METALS COMPANY. In order to induce Seller to enter into this Agreement, Buyer shall attempt to enter into an agreement with Reynolds Metals Company, ("Reynolds"), contingent upon sale of Parcel 2 to Buyer, whereby Reynolds will agree to remove all or part of the overburden pile of approximately fifteen (15) acres located on Parcel 2. Further, Reynolds will agree to reclaim all areas of Parcel 2 that Reynolds disturbs in the removal of the overburden pile so as to minimize any health, safety and environmental impact. Reynolds will further agree to comply with all applicable laws and regulations relating to the removal of the overburden pile.

Section 18. ASSIGNMENT. Buyer may not assign this Agreement or any of its interest in and rights hereunder to any person or other entity without the prior written consent of the Seller, which said consent can be unreasonably withheld.

Section 19: BROKERAGE. All negotiations relative to this Agreement have been conducted by and between the Seller and Buyer without the intervention of any person as Agent or Broker.

Seller and Buyer shall defend and do hereby indemnify and hold the other harmless from and against the claims, demands, actions and judgment of any and all other brokers, agents and other intermediaries alleging a commission, fee, or other payment due or owing by reason of any dealings, negotiations, or communications with the indemnifying party in connection with this Agreement or the sale contemplated hereby.

Section 20: NOTICES. Unless otherwise provided herein, all notices, demands and requests hereunder shall be in writing and shall be deemed to have been properly delivered as of the date of delivery if personally delivered or as of the date of deposit in the mail system if sent by United States certified mail, return receipt requested, postage prepaid, to the following addresses, unless changed by notice:

To Seller at: AMERICAN CYANAMID COMPANY
One Cyanamid Plaza
Wayne, New Jersey 07470

with copy to: Secretary
and to Buyer at: CAN-AM ABSORBENTS COMPANY, INC.
1705 Cyanamid Road
Bryant, Arkansas 72202

with copy to: Barbara P. Bonds, Esq.
Catlett, Stubblefield,
Bonds & Fleming
1800 Tower Building
Little Rock, Arkansas 72201

Section 21: MISCELLANEOUS.

- (a) This Agreement contains all the terms and conditions agreed upon by the parties hereto with respect to the transactions contemplated hereby, and shall not be amended or modified except by written instrument signed by all of the parties.
- (b) This Agreement shall be binding upon and inure to the benefit of the representatives, heirs, estates, successors and assigns to the parties hereto.
- (c) Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation, other than the parties hereto, their successors and assigns, any benefits, rights or remedies under or by reason of this Agreement.
- (d) The obligations and undertakings of the Parties hereto shall be performed within the time specified therefor, time being of the essence of this Agreement, and the failure to perform within such time shall constitute a breach of and default under this Contract on the part of the Party who fails to perform.
- (e) This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- (f) This Agreement shall be governed by and construed under the laws of the State of Arkansas.

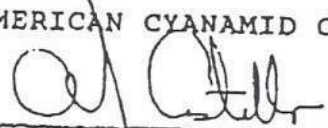
(g) Wherever in this Agreement it is provided that any party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express agreement to make such payment or to perform or not to perform, as the case may be, such act or obligation.

The Parties hereto agree that, notwithstanding the actual date of execution by each Party hereto, the effective date of this Agreement from which all dates, time and days shall be calculated shall be and is the day, month and year first above written.

SELLER:

AMERICAN CYANAMID COMPANY

By


Albert J. Costello
Executive Vice President

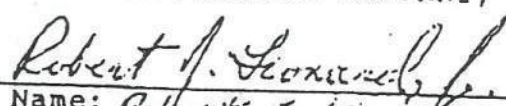
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ATTEST:

BUYER:

CAN-AM ABSORBENTS COMPANY, INC.

By


Name: Robert J. Leonard, Jr.
Title: President

ATTEST:

FILED
SALINE CIRCUIT &
CLERK

'91 MAY 22 PM 1 11
BY SS

This instrument prepared by:
Hal Joseph Kemp, P.A.
Kemp, Duckett, Hopkins & Spradley
Attorneys at Law
Suite 1300, 111 Center Street
Little Rock, AR 72201

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CORPORATE WARRANTY DEED
WITH RESTRICTIVE COVENANTS
AND DISCLAIMER

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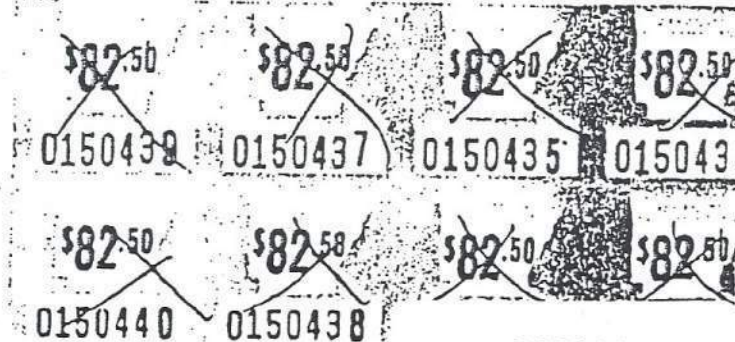
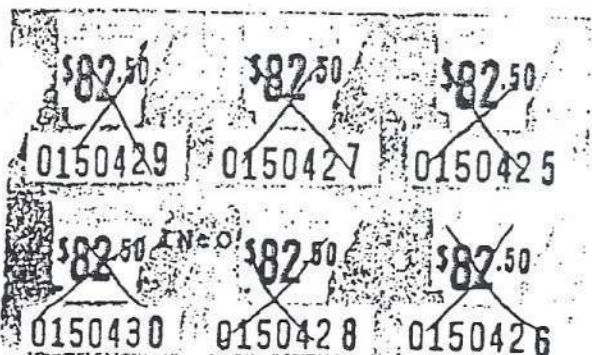
KNOW ALL MEN BY THESE PRESENTS:

That American Cyanamid Company, a corporation organized under and by virtue of the laws of the State of Maine by its duly authorized and acting corporate officers, GRANTOR, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, in hand paid by CAN-AM ABSORBENTS COMPANY, INC., GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said Grantee and unto its successors and assigns forever subject to the conditions and covenants herein contained, the following described real property situated in the County of Saline and State of Arkansas, to-wit:

-1-

CA0223

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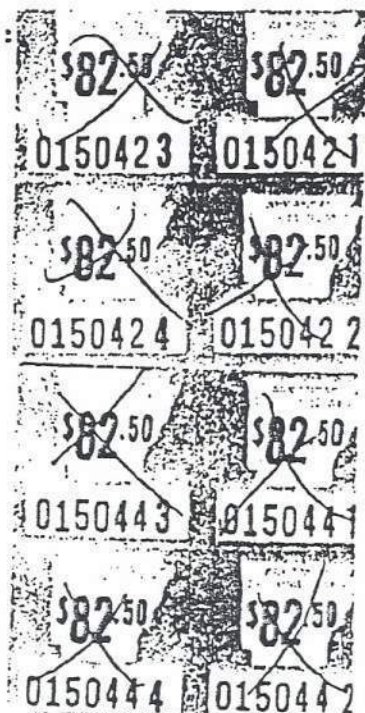
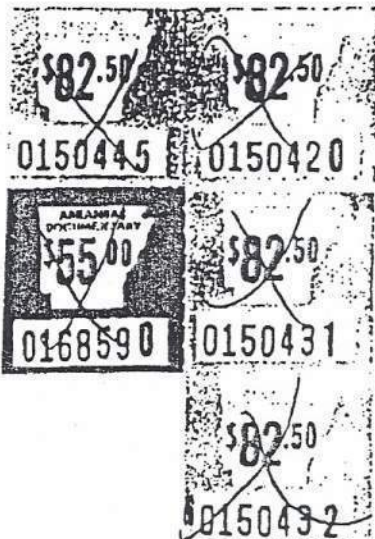
Corporate Warranty Deed:

See Exhibit "A" attached hereto and by this reference fully incorporated herein for a complete metes and bounds description of the real property which is the subject of this instrument.

TO HAVE AND TO HOLD the just described real property unto the said Grantee and unto its successors and assigns forever, with all appurtenances thereunto belonging. And the Grantee, for itself, its successors, assigns and all those claiming by, through and under it, as additional consideration for this conveyance and by recordation hereof, covenants and agrees with Grantor, its successors and assigns to completely conform to and fully observe each and all of the following RESTRICTIVE COVENANTS as COVENANTS RUNNING WITH THE LAND just above described and enforceable by Grantor, its successors and assigns:

1. Grantee will not commence, conduct or maintain any mining or mining operation whatsoever on any of the real property described herein without first having obtained the prior written consent of the Grantor, in the Grantor's sole discretion, which said consent may be withheld. In connection therewith, Grantee covenants and agrees that it will not commence, conduct or maintain any mining or mining operation whatsoever on any of the real property described herein without having first

DEED 345 PAGE 210



Corporate Warranty Deed:

prepared and submitted to Grantor a written report wherein Grantee requests Grantor's permission to commence, conduct and maintain mining or a mining operation on a specifically described part or parcel of the real property herein described with a detailed description of the exact nature, type and duration of the proposed mining or mining operation to be conducted thereon, together with a detailed survey of the real property to be so mined and together with evidence satisfactory to Grantor that all authorizations and approvals required by the United States of America, the State of Arkansas and any applicable local authorities have fully obtained.

2. Notwithstanding anything contained herein to the contrary, Grantee is absolutely prohibited and restricted from disturbing, digging, grading, altering or causing or allowing any construction or building on, upon or under the real property more particularly described on Exhibit "B" attached hereto and by this reference fully incorporated herein.

3. Upon prior written notice to Grantee, Grantee grants to Grantor or any of Grantor's designated agents or employees the free right of access during normal business hours to the real property described herein to inspect same and review Grantee's performance hereunder and compliance herewith.

4. And it is hereby further covenanted and agreed by the said Grantee, for itself, its successors and assigns forever, that the above and foregoing covenants and agreements shall attach

DEED
345 PAGE 11

Corporate Warranty Deed:

to and run with the land and premises described herein and granted hereby, and that the same may be enforced at any time by Grantor, its successors or assigns, by suit for an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the covenants and agreements set forth herein, in addition to any ordinary legal action for damages, and that the failure of the Grantor, its successors and assigns, to enforce any of the covenants and agreements herein contained at the time of a violation of same, shall, in no event, be deemed to be a waiver of the right to do so thereafter.

5. Further that the invalidation of any covenant or agreement herein contained, or any part thereof, by and Order, Judgment or Decree of any Court of competent jurisdiction, or otherwise, shall not invalidate or affect any of the other covenants or agreements herein contained, or any part thereof as set forth herein, but each shall remain in full force and effect.

And the Grantor hereby covenants with the said Grantee and its successors and assigns forever, that it will warrant and defend the title to the above described real property against all claims whatsoever; except easements, rights-of-way, restrictions and other matters of record. Provided, however, Grantee acknowledges and confirms by acceptance hereof:

DEED
3-25-12
PAGE 112

Corporate Warranty Deed:

THAT GRANTOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESSED OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, HABITABILITY, FITNESS FOR USE OR SUITABILITY OF THE PROPERTIES HEREIN DESCRIBED, OR ANY COMPONENT THEREOF, IN ANY RESPECT WHATSOEVER; NOR DOES GRANTOR MAKE ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT HERETO THAT EXTENDS BEYOND THE WARRANTY OF TITLE AND DESCRIPTION OF THE PROPERTIES HEREIN SET FORTH; AND SAID PROPERTIES ARE SOLD, TRANSFERRED AND ASSIGNED TO GRANTEE "AS IS", "WHERE IS" AND "HOW IS".

Further, as additional consideration herefore and by acceptance hereof, Grantee and all persons and entities claiming by, through or under Grantee hereby fully release Grantor, its employees, officers, directors, representatives and agents, from any and all claims that it of they may now have or hereafter acquire against the Grantor or its employees, officers, directors, representatives and agents, for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the Properties herein described, including, but not limited to, those relating to unknown

Corporate Warranty Deed:

and unsuspected claims, damages and causes of action, except as regards any express warranty herein contained or as set forth in the Real Estate Sale and Purchase Agreement, dated September, 1990, by and between the Grantor and Grantee.

IN TESTIMONY WHEREOF, the name and seal of the Grantor is hereunto affixed by its corporate officers on this 15th day of May, 1991.

AMERICAN CYANAMID COMPANY
GRANTOR

By: *[Signature]* *gmm*

TITLE: President

ATTEST:

C. C. Rott

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument. Exempt or no consideration paid if none shown.
 SIGNED BY: *[Signature]*
 GRANTEE'S ADDRESS: 6400 Cyanamid Road
Bryant, Arkansas 72022

DEED 345 PAGE 214

Corporate Warranty Deed:

ACKNOWLEDGMENT

STATE OF New Jersey)
COUNTY OF Passaic) SS.

On this 15th day of May, 1991, before me a Notary Public, duly commissioned, qualified and acting, within and for the County and State aforesaid, appeared in person the within named A. J. Costello and to me personally well known, who stated that they were the President and of American Cyanamid Company, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of the said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal on this 15th day of May, 1991.

Patricia Lipowsky
Notary Public

My Commission Expires:

PATRICIA LIPOWSKY
A Notary Public of New Jersey
My Commission Expires July 15, 1993

0344R

DEED 345 PAGE 15

Corporate Warranty Deed:

EXHIBIT "A"

Parcel 1 - Plant Site.

The North half (N 1/2) of the Northwest Quarter (NW 1/4) of Section Four (4), Township Two (2) South, Range Fourteen (14) West.

Less and excepting that part of the N-1/2 Half (N 1/2) of the Northwest Quarter (NW 1/4) consisting of a right-of-way previously granted to the Bauxite and Northern Railway Company and further excepting that part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Four (4), Township Two (2) South, Range Fourteen (14) West described as follows:

Commencing at the Southwest corner of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section 4, Township 2 South, Range 14 West, Saline County, Arkansas, an iron pin, thence N 2° 36' E a distance of 45.0 feet to the point of beginning; thence N 2° 36' E a distance of 1,195.0 feet to the South right-of-way line of the Missouri Pacific Railroad; thence easterly along the South right-of-way line N 72° 47' E a distance of 199.68 feet to the intersection of the North forty line of the Northwest Quarter (1/4) of the Northwest Quarter (1/4), Section 4, Township 2 South, Range 14 West, Saline County, Arkansas; thence along the North forty line S 89° 14' E a distance of 497.15 feet to the intersection of the South right-of-way line of the Bauxite and Northern Railroad; thence along the South right-of-way line of the Bauxite and Northern Railroad on a curve measured with a chord distance of 120.5 feet bearing S 59° 27' E to the North right-of-way of the county road; thence S 33° 18' W a distance of 750.0 feet along the north right-of-way of the county road; thence S 33° 58' W a distance of 645.0 feet along the North right-of-way of the county road; thence S 53° 56' W a distance of 64.41 feet to the point of beginning, containing 11.96 acres more or less.

345-216

DLB

Corporate Warranty Deed:

Parcel 2 - Mined Site.

The Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), except twelve (12) acres off the west side of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and less that part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) consisting of one square acre with its corner in the northeast corner of said Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and the north and east lines of said one acre tract lying upon the north and east quarter section lines respectively, all in Section Three (3), Township Two (2) South, Range Fourteen (14) West, Saline County, Arkansas; being sixty-seven (67) acres, more or less.

DEED 345 PAGE 17

Corporate Warranty Deed:

EXHIBIT "B"

That portion of the Southeast Quarter of the Northeast Quarter, Section 3, T-2-S, R-14-W, Saline County, Arkansas, more particularly described as follows:

Commencing at the Northwest corner of said Southeast Quarter of the Northeast Quarter; thence N 89° 38' 52" E along the North line thereof 614.85 feet; thence S 00° 21' 09" E 78.54 feet to the point of beginning; thence N 88° 00' 29" E 28.35 feet; thence S 00° 14' 09" E 48.08 feet; thence N 87° 08' 33" W 25.09 feet; thence N 04° 19' 22" W 45.97 feet to the point of beginning containing 0.029 acres.

That portion of the Northeast Quarter of the Southeast Quarter, Section 3, T-2-S, R-14-W, Saline County, Arkansas more particularly described as follows: Commencing at the Northwest corner of said Northeast Quarter of the Southeast Quarter, thence S 89° 38' 52" E along the North line thereof 464.20 feet; thence S 00° 21' 08" W 175.78 feet to the point of beginning; thence S 25° 03' 00" E 30.38 feet; thence S 62° 29' 57" W 29.39 feet; thence N 20° 57' 54" W 29.50 feet; thence N 60° 19' 11" E 27.35 feet to the point of beginning containing 0.019 acres.

FILED FOR RECORD ON THIS 22 DAY OF May 1991 AT
1:11 O'CLOCK P.M. IN Deed BOOK 345 PAGE 209
JIM CRONE, CLERK Stacy Seal D.C.



CONNELLY · BAKER · MASTON · WOTRING · JACKSON LLP

DANIEL E. VINEYARD
PARTNER

DIRECT DIAL: (713) 980-1728
DIRECT FAX: (713) 980-1702
E-mail: dvineyard@connellybaker.com

May 23, 2005

G. Alan Perkins
Perkins & Trotter, PLLC
P.O. Box 251618
Little Rock, AR. 72225-1618

Re: Saline County Airport Authority

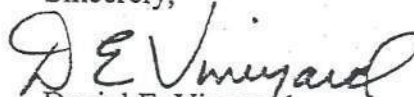
Dear Alan:

It was good to speak with you today regarding your client's interest in property formerly owned by American Cyanamid and near the airport in Benton, Arkansas. I have been retained by Wyeth to review this matter, and I intend to get up to speed on it as quickly as possible.

Based on our initial discussions, I am optimistic that both of our clients' interests can be protected and any concerns addressed amicably and promptly. I believe that it is helpful that, although somewhat dated, the portion of an environmental study you passed along indicates that environmental testing showed only "detection" quantities of organophosphorous compounds and concluded that "exposure to humans should not be of concern." You expressed a preference for having some additional and current review done, and I agreed to discuss that with my client.

In any event, having spoken with you, I better understand your client's concerns. Wyeth will diligently review all available information and determine an appropriate course of action. I will be in touch with you then to discuss moving forward on this matter. Until then, however, I hope your client will refrain from filing any litigation.

Sincerely,


Daniel E. Vineyard

DEV/cmc

Cc: Ms. Geraldine Smith

CYANAMID

Cyanamid News

Vol. 9, No. 8

AMERICAN CYANAMID COMPANY • WAYNE, NEW JERSEY

April 12, 1965



President Johnson, at recent White House meeting, praises businesses which foster support of higher education. At far left of podium is W. G. Malcolm, Cyanamid's chairman and chief executive officer.

Educational Efforts Cited At White House Meeting

President Notes Cyanamid's Leadership In Programs For Support Of Education

WASHINGTON, D.C.—Cyanamid's role in support of higher education was commended by President Johnson recently. The affair was held in the White House to congratulate alumni associations of Columbia College and Stanford University as winners of the 1964-65 service award of the American Alumni Council.

Talks Under Way For Acquisition Of New Company

Cyanamid is negotiating to purchase the Preen Company, a Connecticut manufacturer of floor cleaners and waxes.

An agreement covering the transaction was signed at Wayne on March 26. The proposal now goes to Preen stockholders and directors and to Cyanamid's board of directors for approval.

The company operates one plant in South Norwalk with distribution primarily in the Northeast. Its main product, widely advertised regionally, is WOOD PREEN® floor cleaner and wax. Other products include PREENET® liquid and paste, PREEN® paste, KITCHEN PREEN® cleaner and PRELIM® floor cleaner.

Purchase of the Preen Company would expand the line of products now available from Cyanamid for the consumer.

The Preen Company was organized in 1945 as the A. S. (Continued on page 3)

Through its television program, *Alumni Fun*, Cyanamid has helped encourage educational support from college alumni. The company donated the service awards. W. G. Malcolm, Cyanamid chairman and chief executive officer, attended the reception.

The President praised the accomplishments of alumni from 1,100 colleges and universities, who, last year, contributed nearly \$250 million for education.

"Another heartening factor," President Johnson said, "is the support that responsible American business concerns are giving to higher education."

"I believe that Doctor Malcolm, whose company is doing so much to foster alumni support of higher education, speaks

(Continued on page 4)

Versatile Plastic Packaging Product Makes Debut At Chicago AMA Show

CHICAGO, ILL.—Food, cosmetics and pharmaceuticals may soon be packaged in clear, shatterproof plastic bottles.

The containers will be made of a new plastic material, called XT® polymer, introduced by Cyanamid's Plastics and Resins Division at the American Manufacturing Association's national packaging show here last week.

The acrylic based polymer has been extensively tested by Cyanamid over a four-year period. Food and Drug Administration approval has been obtained for the plastic's use in packaging food, cosmetics and pharmaceuticals.

Billions of Bottles

Last year these three markets used a major portion of the 28 billion glass bottles produced in the U.S.

The new plastic can be molded on conventional injection and extrusion equipment. It makes highly attractive bottles, tubs, trays and blister packs. It can be produced in a wide variety

of brilliantly shaded tints.

Low taste level and resistance to water, fats and oils are among the properties which make XT polymer ideal for food packaging, according to Stafford Thompson, manager of market development for the Plastics and Resins Division.

Clearly Different

"Appearance and price is in our favor," he said. "We expect XT polymer to become the first clear plastic bottle material to make a major penetration of the food industry."

Division salesmen got a preview glimpse of the plastic while it was still in development. At a sales meeting in July, 1963 Thompson demonstrated some of the properties of XT polymers.

Using a bottle molded from the plastic, Thompson applied

pressure that reached 100 pounds per square inch before the bottle broke. Minimum wall thickness of the bottle was twenty-thousandths of an inch.

With its introduction at the recent packaging show in Chicago, the new material makes its commercial debut. "We now feel we're ready to exploit the potential marketing advantages we have with this material," Thompson said.

*Trademark

CYANAMID MAGAZINE ROLLS OFF PRESS

The first issue of the new *Cyanamid Magazine* will be off the presses this month. Articles range from Breck's Doodle-Do parties in Texas, to a serious look at a new career opportunity for high school graduates with a talent for science.

The completely redesigned magazine makes a stop at the White House, visits the U.S. Department of Agriculture office in Washington, takes a tour through the Midwest farm belt, goes on a carpet shopping spree across the nation. Copies will be distributed to employees in May.

Peruvian Architect's Design Honored



Design ingenuity and creative use of Formica® laminated plastic drew top honors at the Formica International Design Competition.

LIMA, PERU — A Peruvian architect with a flair for gracious living took top honors at the Formica International Design Competition here, Cyanamid International announced recently.

The competition required architects to adapt the Formica *World's Fair House* design concepts to local conditions of climate and terrain.

The winning entry, judged for ingenuity of design and creative use of FORMICA® laminated plastic in home construction, was submitted by Otto Polack Ramirez, a professor of architecture at Peru's Federico (Continued on page 3)

Second Drug Bill In Patent Issue Enters Congress

WASHINGTON, D.C.—A second bill to curb government buying of drugs made abroad in violation of U.S. patents has been introduced in Congress.

The proposed legislation, authored by Sen. Harrison A. Williams (D-N.J.), is aimed primarily at Italian-made antibiotics sold in large quantities to the U.S. government. It is now in Senate committee.

A similar bill was drafted by Rep. Richard L. Roudebush (R-Ind.), and introduced in the House of Representatives in January. That bill is also in committee.

The Pharmaceutical Manufacturers Association recently disclosed that the Defense Department alone purchased \$10 million worth of such drugs between 1958 and 1963.

Williams' bill would require the government to buy products patented in the United States, and from either U.S. producers or firms licensed abroad by U.S. patent-holders.

Cyanamid's Lederle Laboratories Division is a major producer of tetracycline, the antibiotic included among those drugs being bought overseas.



Sen. Williams

Fire Prevention Effort Gets Top Recognition

The National Fire Protection Association has awarded Cyanamid its certificate of merit for fire prevention during 1964. This was the eighth such award Cyanamid has received.

The safety and loss-prevention department gave special commendation to fire brigade members at plant locations throughout the United States for their accomplishments.

BUSINESS' PART

CYANAMID NEWS

April 12, 1965

Education Is Industry's Concern, Says Malcolm

WASHINGTON, D.C. — Business must do its part in building and educating America, said W. G. Malcolm, board chairman and chief executive officer.

Speaking at an awards meeting in Washington sponsored by the American Alumni Council, Dr. Malcolm stressed that

"America must demonstrate its willingness to give top priority to education for all citizens, at every level of achievement, and in every field of endeavor."

He noted that President Johnson "has clearly and boldly asserted his commitment to education terming it 'the first work of our times and the first work of our society.'"

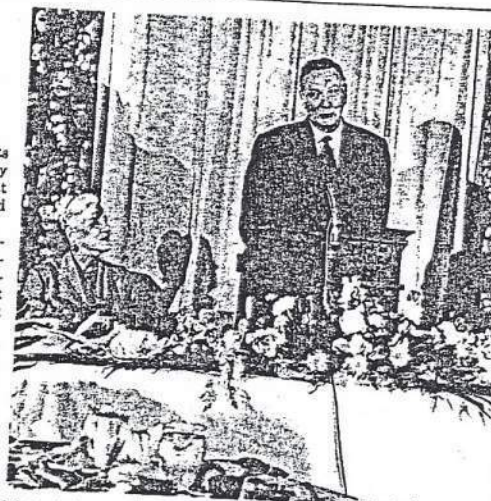
Industry's ever-increasing participation has earned it a role as a partner with government in educational programs, Dr. Malcolm said. But he stressed that "education is everybody's business."

Cyanamid's Commitment

He said that "Cyanamid is pledged to do its part."

"These dollars and these efforts are not given selflessly," Dr. Malcolm said. "We believe that education is very much the businessman's business. We see education as the very heart of our nation's strength and character."

"The demands of our mushrooming population, the heart-breaking poverty that stands out starkly in our generally affluent society and the countless human challenges that beg the attention of trained, alert minds all lend substance and meaning to President Johnson's plea for an educated America," Dr. Malcolm said.



W. G. Malcolm addresses group during luncheon in Washington, D. C.

Fast Action Kills Potential Hazard of Box Car Fire

MEMPHIS, TENNESSEE — Cyanamid experts were rushed here last week to investigate a reported fire in a railroad car filled with 60,000 pounds of THIMET® systemic insecticide.

J. H. Rook, director of industrial hygiene and Ray Carlton of the Agricultural Division at Princeton, arrived at the scene to assist local officials to safely dispose of the material in the box car.

Because of a suspicious odor, the car, which was located near a warehouse for unloading, was moved to an open area. The fire department was called and water was poured onto the contents.

Officials said salvage possibilities were limited and that they will look for a suitable spot to bury the contents.

The carload of THIMET was shipped from a manufacturer in Troy, Ala. The car arrived April 1.

Although there were no actual flames visible, officials said the fact that there were fumes made it necessary to take safety precautions.

Business Ethics Group Names D. M. Benjamin

Donald M. Benjamin, controller of American Cyanamid Company, was named vice chairman of the executive board of the Better Business Bureau of Metropolitan New York, Inc.

Benjamin will serve as the representative from Passaic County, N.J., for one year.

The Better Business Bureau is a non-profit organization to protect the buying public from questionable business practices. The executive board sets policy and controls the Bureau's fiscal affairs for New York City and Rockland County, and for Passaic and Bergen counties in New Jersey.

L. B. J. Quotes Malcolm Speech On Education

(Continued from page 1)

for all American enterprise when he says, 'we believe that education is very much the businessman's business.'

Other company officials to attend the White House session were Henry Wendt, Jr., John Fasoli, Allan Clow, and Warren Highman.

Cyanamid has allocated nearly \$1.2 million for education in 1965, the first year the budget topped the \$1 million mark for educational grants.

The grants are earmarked for faculty support in medicine, chemistry, engineering and related sciences, student fellowships and scholarships, summer research programs and special programs at colleges and universities.

More than \$50,000 was given to college alumni associations during this year and last through Alumni Fun, where alumni from one college matched wits against panelists from another for cash prizes.

J. E. Archer Named Head Of New Patent And Trademark Unit

STAMFORD, CONN. — J. E. Archer has been named manager of the new patent and trademark law department here.

Archer succeeds W. M. Behrens, who retired April 1 as manager of the patents and licenses department. At that time the name of the department was changed.

The patent and trademark law department will be responsible for patent applications, infringement questions and litigation regarding patents and trademarks. Trademark agreements will also fall under its jurisdiction.

H. B. Gross, manager of the Law Division, announced that a patent agreements section will become part of the legal department at Wayne, N.J. Members of that section are A. S. Phillips, R. R. Hendricks, and J. T. Childs.

Safety Prize Awarded

The Willow Island, W. Va., plant won the company's safety award of merit bronze plaque for the fourth time for injury-free operations.

The safety record extended from March 31, 1964 to March 27, 1965. About 575 persons are employed there.

Radio Bridges Language Gap During Lederle Tour

PEARL RIVER, N.Y. — A pocket translator broke the language barrier for 13 Japanese businessmen who toured Lederle Laboratories recently.

Most of the 13 members of the Japan Management Association, studying management techniques in plant engineering, spoke no English.

An interpreter for the team carried a pocket-size radio transmitter. Each member of

the group had a small receiver about as large as a package of cigarettes. Whenever there was translating to be done, the interpreter spoke into the transmitter while the group listened through earphone attachments.

Using these devices, the guests visited production and maintenance facilities and took part in a round-table discussion with plant engineers.

Shares Ownership

Among the visitors was a representative of Takeda Chemical Industries, Ltd., which shares with Cyanamid the ownership of Lederle (Japan), Ltd. The company makes and markets Cyanamid pharmaceutical and agricultural products in Japan.

The visit to Lederle was arranged through the American Institute of Plant Engineers after the team explicitly named the plant as a point of interest.



Radio transmitter breaks language barrier during tour at Lederle.

Disease Transmitting Mosquitoes Bow To Malathion Insecticide

SAN JUAN, PUERTO RICO — Recent tests here have shown that mosquitoes which transmit yellow fever have developed resistance to some insecticides, but not to Cyanamid's Malathion.

The tests were made by the communicable disease center of the U. S. Public Health Service in Puerto Rico, the Virgin Islands and along the coast of Florida.

Malathion, an insecticide that has proved effective in areas where conventional chemical controls are ineffective, was

chosen for comparison purposes along with DDT and dieldrin.

Both the larvae and the adults of 17 strains showed significantly lower susceptibility to DDT. With dieldrin, poor kills were recorded, even at the highest concentrations.

With high concentrations of Malathion, however, essentially complete adult kills were obtained among both the resistant and susceptible strains.

This Cyanamid insecticide is low in toxicity to both humans and animals, and has been approved for use on public lands.

Laminated Plastic Finds New Use In Colorful Rest Room Partitions

CINCINNATI, OHIO — A new line of toilet partitions for public-use bathrooms are now being made of FORMICA® laminated plastic.

Decorative laminates for toilet compartments change a mundane necessity into a colorful and eye-pleasing convenience, said A. L. Munsell, Formica's marketing vice president.

Units are delivered in a complete package, including the hardware, for immediate installation. They are currently being fabricated by authorized toilet compartment manufacturers.

"Although rarely thought of with a high degree of imagination," Munsell said, "toilet compartments in this country represent a multi-million square foot laminate market."

Laminates add the elements of color and design, durability and easy maintenance not available with standard materials, the marketing official said.



Rugged design combined with practicality typify men's locker room with new toilet compartments, now available in Formica® laminated plastic.



Bryant Parkway Extension

APPENDIX G

Garver Staff Resumes



Cassie Schmidt

ENVIRONMENTAL

Cassie Schmidt is an environmental scientist on our Transportation Team with seven years of environmental data collection and assessment experience. She has knowledge of local, state, and federal environmental regulations and guidelines. Her experience includes conducting Phase I and II Environmental Site Assessments; completing alternative analyses and functions and services assessments to satisfy Section 404 permitting requirements; and designing and drafting wetland and stream mitigation plans. Cassie's responsibilities include co-authoring NEPA documents (including Environmental Assessments); conducting wetland and stream delineations and other environmental field investigations; performing Initial Site Assessments; preparing biological evaluations for threatened and endangered species and for jurisdictional waters and wetlands; and assisting in preparing spill prevention control and countermeasure plans, stormwater pollution prevention plans, and sediment control plans. Additional responsibilities include collecting reconnaissance level environmental data in support of large-scale impact analyses; assisting with preliminary engineering studies; and coordinating with various federal, state, and local environmental agencies. In addition, Cassie is a permitted biologist with USFWS who has experience conducting surveys of the endangered American Burying Beetle, *Nicrophorus americanus*.

EDUCATION

Master of Science,
Biology

Bachelor of Science,
Zoology

REGISTRATION

Federal Fish and
Wildlife Permit
AR, TE78650B-0
KS, TE78650B-0
MO, TE78650B-0
OK, TE78650B-0

AFFILIATION

Society of Wetland
Scientists

Southwestern Naturalists
Society

EXPERIENCE

○ Phase I Environmental Site Assessments (ESAs)

Throughout OK, TX, AR

Cassie has served as the Project Manager and Environmental Scientist responsible for conducting Phase I ESAs per ASTM guidelines for multiple projects across the States of Oklahoma and Arkansas. Projects have included industrial, commercial, residential, and rural sites of varying sizes.

○ ODOT EC-1590 Union Avenue Over I-44

Tulsa, Oklahoma

Environmental scientist responsible for collecting and compiling reconnaissance data and conducting the field investigation. Responsibilities also included researching hazardous materials sites, petroleum storage tank sites, parks and recreational facilities, wildlife refuges, cemeteries, airport facilities, threatened and endangered species and their associated habitat, water quality, floodplains, and jurisdictional waters and wetlands within or near the project study area. Also conducted quality assurance and quality control reviews of biological reports and the Initial Site Assessment report.

EXPERIENCE CONT'D**○ ODOT EC-1590 Union Avenue Over I-44***Delaware County, Oklahoma*

Environmental scientist assisting with creating the Initial site Assessment report (includes an environmental database review and identifying and documenting risks associated with Recognized Environmental Conditions), jurisdictional water and wetlands report, and threatened and endangered species report. Assisted with quality assurance and quality control reviews.

○ ODOT EC-1590 Union Avenue Over I-44*Delaware County, Oklahoma*

Environmental scientist assisting with creating the Initial site Assessment report (includes an environmental database review and identifying and documenting risks associated with Recognized Environmental Conditions), jurisdictional water and wetlands report, and threatened and endangered species report. Assisted with quality assurance and quality control reviews.

○ ODOT EC-1450 TO7 Washington County*Washington County, Oklahoma*

Environmental scientist responsible for field investigation. Also responsible for creating Initial Site Assessment documents, jurisdictional water and wetlands report, and threatened and endangered species report.

○ ODOT EC-1462 SH-20 over Verdigris River*Rogers County, Oklahoma*

Lead investigator responsible for developing and coordinating the team's field plan and conducting the site investigation. Also responsible for creating the Initial site Assessment report (includes an environmental database review and identifying and documenting risks associated with recognized Environmental Conditions), jurisdictional water and wetlands report, and threatened and endangered species report (includes assessment of critical habitat for the Rabbitsfoot mussel). Assisted with the preparation of the Noise Study for the new alignment.

○ ODOT EC-1500N I-35 over Waterloo Road*Edmond, Oklahoma*

Environmental scientist assisting with creating the Initial site Assessment report (includes an environmental database review and identifying and documenting risks associated with Recognized Environmental Conditions), jurisdictional water and wetlands report, and threatened and endangered species report. Assisted with quality assurance and quality control reviews.

○ ODOT EC-1450 TO8 Nowata County*Nowata County, Oklahoma*

Environmental scientist responsible for field investigation. Also responsible for creating initial site assessment documents, jurisdictional water and wetlands report, and threatened and endangered species report.

EXPERIENCE CONT'D○ **ODOT EC-1450 TO9 Tulsa County***Tulsa County, Oklahoma*

Environmental scientist responsible for field investigation. Also responsible for creating Initial Site Assessment documents, jurisdictional water and wetlands report, and threatened and endangered species report. Assisted with the preparation of monthly status reports to client.

○ **ODOT EC-1551F TO5 SH-20 Claremore NEPA***Rogers County, Oklahoma*

Environmental scientist responsible for assisting with creating exhibits for the noise report in ArcMap and assisted with quality assurance and quality control reviews of biological (Waters and Wetlands and Threatened & Endangered Species) reports and the Initial Site Assessment report.

○ **ODOT EC-1551F TO4 I-40 Douglas to I-240***Oklahoma City, Oklahoma*

Lead investigator responsible for developing the field plan and conducting the site investigation. Also responsible for creating the Initial site Assessment report (includes an environmental database review and identifying and documenting risks associated with Recognized Environmental Conditions), jurisdictional water and wetlands report, and threatened and endangered species report.

○ **ODOT EC-1661F TO1 Ottawa County***Ottawa County, Oklahoma*

Environmental scientist responsible for field investigation. Also responsible for creating Initial Site Assessment documents, jurisdictional water and wetlands report, and threatened and endangered species report. Assisted in the preparation of monthly status reports to client.

○ **Stewart Creek North Interceptor***Frisco, Texas*

Environmental scientist responsible for assisting with the wetland delineation report for an approximately 17-acre study area in the City of Frisco, filling out the Texas Rapid Assessment Method (TXRAM) score for U.S. wetlands and streams, and applying for a Section 404 nationwide permit. Responsibilities also included preparing the draft Phase I Environmental Site Assessment report and summarizing environmental concerns for potential Phase II activities.

○ **Osceola Phase I Environmental Site Assessment***Osceola, Arkansas*

Environmental scientist responsible for conducting the site investigation of the 85-acre subject property, identifying recognized environmental conditions (RECs), preparing the Phase I Environmental Site Assessment report, and summarizing environmental concerns for recommended Phase II activities.



Ryan Mountain, PWS

ENVIRONMENTAL

Ryan Mountain is our environmental special studies lead and senior environmental scientist with 19 years of environmental special study and project management experience. Primary responsibilities include providing environmental services and includes conducting Phase I environmental site assessments, spill prevention control and countermeasure plans, Section 404 permit coordination with the U.S. Army Corps of Engineers (USACE); local, state, and federal agency environmental coordination; designing and drafting detailed wetland and stream mitigation plans and specifications; stream mitigation construction observation; conducting wetland and stream delineations for various projects; authoring and co-authoring NEPA documents; biological evaluations; habitat assessments; functional value assessments; compensatory mitigation monitoring; and preparing stormwater pollution prevention plans for airport, transportation, development, and water projects. Ryan has 2.5 years of previous fish hatchery experience that included working for the Arkansas Game and Fish Commission (AGFC) at the Charlie Craig State Fish Hatchery in Centerton, Arkansas. His responsibilities included grounds maintenance; daily feeding; dissolved oxygen monitoring; harvesting; distribution of hatchery-raised fish at several AGFC hatcheries and net pens throughout Arkansas; distribution of rainbow trout in cold-water streams in Arkansas; assisting with annual spawning efforts related to largemouth bass, black and white crappie, channel and blue catfish and walleye; and assisting district fisheries biologists with fish population surveys in Northwest Arkansas lakes.

EDUCATION

Bachelor of Science,
Fisheries and Wildlife
Management

REGISTRATION

Professional Wetland
Scientist, 2745

MDOT Storm Water
Pollution Prevention
MS, 12420

TDEC Qualified Hydrologic
Professional

AFFILIATIONS

Society of Wetland
Scientists

EXPERIENCE

○ Ada Municipal Airport Runway Extension Phase I Environmental Assessment

Ada, Oklahoma

Environmental scientist responsible for conducting a Phase I ESA associated with land acquisition of Runway 35. Requirements of the ESA included site reconnaissance; review and interpretation of local, state, and federal governmental records; environmental lien search; activity use limitations search; landowner interviews; identification of environmental liabilities associated with commercial property purchase; and recommendations for further investigation.

EXPERIENCE CONT'D

Arkansas Federal Surplus Property - Phase I ESA

North Little Rock, Arkansas

Lead environmental scientist responsible for completing a Phase I ESA per ASTM E1527-05 guidelines. Responsibilities included interviews with the site manager and staff, a site investigation, database research, documentation of findings, report synthesis, and recommendations.

Celina WWTP Phase I Environmental Site Assessment

Celina, Texas

Garver completed a Phase I Environmental Site Assessment (ESA) per ASTM standards, which included a governmental database reviews, coordination of interviews with the property owner or site manager and local officials, conducting on-site investigation, historical research and compilation of a Phase I ESA report of findings and professional recommendations. The purpose of the assessment was to confirm/determine the environmental impact of wastewater conveyance processes in conjunction with the demolition of a decommissioned wastewater treatment plant.

1212 Broadway - Phase I Environmental Site Assessment

Nashville, Tennessee

Senior Environmental Scientist completing QA/QC review of a Phase I Environmental Site Assessment prepared for the acquisition of commercial property (auto dealership) located in an industrial/commercial area of Nashville, TN.

Guthrie Edmond Regional Airport Engineering Services

Guthrie, Oklahoma

Environmental scientist responsible for conducting a Phase I Environmental Site Assessment per ASTM guidelines associated with land acquisition for expansion of the airport. Recommendations were made for Phase II testing and additional coordination was performed regarding visual surface contamination.

Sand Springs - Pogue Airport Land Acquisition Services

Sand Springs, Oklahoma

Environmental scientist responsible for Phase I ESA to acquire property for the airport's south runway protection zone. This assessment included field investigation of the area; visual observation of the surrounding landscape and setting; procurement of a federal, state, and local database of potentially hazardous sites located in the area; historical research chain of title and environmental liens searches; and interpretation of the data collected.

OWP Sand Springs Pogue Airport RW Overlay, TW & Apron Seal Coat, and TW Extension

Sand Springs, Oklahoma

Environmental scientist responsible for conducting a Phase I Environmental Site Assessment per ASTM guidelines associated with land acquisition for the Runway Protection Zone (RPZ).



EXPERIENCE CONT'D

○ **Clear Creek Detention and Parks Facilities**

Springdale, Arkansas

Environmental scientist responsible for conducting preliminary data reconnaissance related in preparation of four Phase I Environmental Site Assessments for the city of Springdale for potential city park locations. Project work included obtaining state and federal databases collectively in one environmental database for each site, analyzing the data collected and providing professional opinion relating to potential contamination of each site. Research also included a title search of the historical ownership of the four sites, current ownership identification, land use identification, review of historic aerial photographs, topographic map, and soils information.

○ **ODOT CIRB NEPA Services Task Order 2**

Statewide, Oklahoma

Environmental scientist responsible for environmental documentation for the first six projects assigned, which are anticipated to be Categorical Exclusions. Responsible for identification of wetlands, streams, jurisdictional waters, water quality issues, Section 4(f) sites, relocation issues, permit requirements, floodplains, social and economic impacts, threatened and endangered species and their habitats and prime or unique farmlands with respect to each of six sites in Division 7. Assisting with coordination between two sub-consultants regarding hazardous waste issues and cultural resources surveys as well as review of reports produced by each entity for each site. Responsibilities also include drafting Biological Evaluations of each site (including T/E species, habitat assessment and jurisdictional waters evaluations) and submittals of Cultural Resources Surveys, Biological Evaluations, Hazardous Waste Reports (Initial Site Assessment), ECAD and CE documents to ODOT in preparation for submittal to federal and state agencies for approval (both draft and final documents) and their distribution.

○ **ODOT EC-1231F CIRB TO3-Beaver Co**

Beaver, Oklahoma

Lead environmental scientist and point of contact for completing NEPA documentation, client coordination, leading field studies, conducting a jurisdictional wetland delineation, habitat assessment for threatened and endangered species, Initial Site Assessment for Hazardous Waste, Section 4(f) resources review, NRCS Farmland impacts calculations. As the project lead, Ryan was responsible for overseeing archeological and hazardous waste subconsultants and conducting quality assurance reviews of their reports, task order development and invoicing.