

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 4

IN THE MATTER OF:	)	
	)	
ICG Iselin Railroad	)	UNDER THE AUTHORITY OF THE
Yard Superfund Site	)	COMPREHENSIVE ENVIRONMENTAL
	)	RESPONSE, COMPENSATION, AND
SETTLING RESPONDENT:	)	LIABILITY ACT OF 1980,
	)	42 U.S.C. § 9601, <u>et seq.</u>
Tennessee Wildlife Resources	)	
Agency	)	
	)	EPA Docket Number: 97-16-C

AGREEMENT AND COVENANT NOT TO SUE

I. INTRODUCTION

1. This Agreement and Covenant Not to Sue ("Agreement") is made and entered into by and between the United States Environmental Protection Agency ("EPA"), and the Tennessee Wildlife Resources Agency ("Settling Respondent"), (collectively the "Parties").

2. This Agreement is entered into pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601, et seq., and the inherent authority of the Attorney General of the United States to settle and compromise claims of the United States.

3. This Agreement facilitates the purchase and preservation of certain wetlands and bottomland hardwood forests by the State of Tennessee. Those wetlands are located on a parcel of property ("Property") adjacent to the ICG Iselin Railroad Yard Superfund Site in Jackson, Tennessee. The State of Tennessee desires to purchase the Property and to manage the Property in perpetuity

for purposes of preservation, in a manner which implements and effectuates the purposes of T.C.A. § 11-14-401.

4. The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Sections VII (Certification), VIII (United States' Covenant Not to Sue), IX (Reservation of Rights) and X (Settling Respondent's Covenant Not to Sue), the potential liability of Settling Respondent for the Existing Contamination at the Property, as defined herein, which would otherwise result from Settling Respondent becoming the owner of the Property.

5. The Parties agree that Settling Respondent's entry into this Agreement, and the actions undertaken by Settling Respondent in accordance with the Agreement, do not constitute an admission of any liability by Settling Respondent.

6. The resolution of this potential liability, in exchange for provision by Settling Respondent to the United States of a substantial benefit, is in the public interest.

## II. DEFINITIONS

7. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations, including any amendments thereto.

8. a. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

b. "Existing Contamination" shall mean:

(i) any hazardous substances, pollutants or contaminants, present or existing on or under the Property as of the effective date of this Agreement; and

(ii) any hazardous substances, pollutants or contaminants presently at the Site that migrate onto or under the Property after the effective date of this Agreement.

c. "Parties" shall mean EPA and Settling Respondent.

d. "Property" shall mean that real property described in Exhibit 1 to this Agreement.

e. "Section" means a portion of this Agreement identified with a roman numeral.

f. "Settling Respondent" shall mean the Tennessee Wildlife Resources Agency, and any successor departments or agencies of the State of Tennessee.

g. "Site" shall mean the ICG Iselin Railroad Yard Superfund Site, located approximately one mile east of the intersection of U.S. Highway 45 and Royal Avenue in Jackson, Madison County, Tennessee, and depicted generally on the map attached as Exhibit 2 to this Agreement.

h. "State" shall mean the State of Tennessee, its departments, agencies and instrumentalities.

i. "United States" shall mean the United States of America, its departments, agencies, and instrumentalities.

### III. STATEMENT OF FACTS

9. The Site was placed on the National Priorities List, established pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, on December 16, 1994.

10. Pursuant to a Non-Fund Financed State Lead Enforcement Agreement (Enforcement Agreement) entered into by EPA and the Tennessee Department of Environment and Conservation (TDEC) in June 1994, EPA and TDEC have agreed that TDEC will be the lead agency for purposes of overseeing CERCLA response actions at the Site.

11. Pursuant to the Enforcement Agreement, EPA retains the discretion to rescind TDEC's lead designation. Circumstances under which EPA can terminate TDEC's lead designation are outlined in the Enforcement Agreement.

12. The Site is currently undergoing investigation with TDEC oversight.

13. The Property is located adjacent to the Site, generally lying south/southwest of the Site.

14. Sampling done during the investigation at the Site indicates that groundwater at the Site is contaminated with hazardous substances, including but not necessarily limited to, trichloroethene.

15. Groundwater generally flows from the Site toward the Property in a south/southwest direction.

16. Settling Respondent is authorized, pursuant to T.C.A. § 11-14-401, to purchase wetlands and bottomland hardwood forests in the State of Tennessee for purposes of preservation. Prior to the effective date of this Agreement, Settling Respondent entered into an option to purchase the Property.

17. The Property consists of approximately 355 acres, approximately 290 acres of which are prior converted wetlands. Settling Respondent desires to purchase the Property and to manage the Property in perpetuity in a manner which implements and effectuates the purposes of T.C.A. § 11-14-401.

18. Settling Respondent represents, and for the purposes of this Agreement the United States relies on those representations, that the State has had no involvement with the Property and the Site other than in its role in overseeing the investigation of the Site or in its role as a prospective purchaser of the Property.

#### IV. PROPERTY MANAGEMENT

19. Settling Respondent shall purchase the Property not later than one year after the effective date of this Agreement.

20. a. Upon purchase of the Property, Settling Respondent shall, in perpetuity, manage the property solely to implement and effectuate the purposes of T.C.A. § 11-14-401, including complimentary educational and recreational uses which are passive and noncommercial. Except as provided in Paragraph 20.b., Settling Respondent shall not allow any use of the Property inconsistent with the purposes of T.C.A. § 11-14-401.

b. The Parties recognize that the Property, as of the effective date of this Agreement, is being farmed. The Parties further recognize that the future management of the Property, in accordance with this Agreement, may involve the planting of appropriate tree species on certain areas of the Property which are currently being farmed. The Parties recognize that such planting efforts will be simplified if, until such planting occurs, the Property continues to be farmed. Therefore, Settling Respondent's management of the Property may include, for a period not to exceed two calendar years from the effective date of this Agreement, farming of those areas of the Property being farmed as of the effective date of this Agreement.

21. Not later than 90 days after purchase of the Property, Settling Respondent shall submit to EPA, for comment, a plan detailing the proposed management of the Property. Not later than 30 days prior to implementation of such management plan, Settling Respondent shall review and provide written reply to any EPA comments on such management plan.

22. This Agreement does not constitute a waiver, suspension, or modification of the terms and conditions of the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., ("FWPCA"), or any regulations promulgated thereunder. Issuance or compliance with this Agreement does not exempt Settling Respondent from responsibility to comply with all requirements of the FWPCA or regulations promulgated thereunder. In managing the Property, Settling Respondent shall obtain any permits required

by the FWPCA or regulations promulgated thereunder. This Agreement is not and shall not be construed to be a permit under the FWPCA or regulations promulgated thereunder.

V. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

23. Commencing upon the date that it acquires title to the Property, Settling Respondent agrees to provide to EPA, its authorized officers, employees, representatives, and all other persons performing response actions at the Site or the Property under EPA oversight, an irrevocable right of access at all reasonable times to the Property and to any other property to which access is required for the implementation of response actions at the Site or the Property, to the extent access to such other property is controlled by Settling Respondent, for the purposes of performing and overseeing response actions at the Site or the Property under federal law. Notwithstanding any provision of this Agreement, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq., and any other applicable statute or regulation, including any amendments thereto.

24. Within 30 days after purchase of the Property by Settling Respondent, Settling Respondent shall record a certified copy of this Agreement with the Register's Office, Madison County, State of Tennessee. Thereafter, each deed, title, or other instrument conveying an interest in the Property shall

contain a notice stating that the Property is subject to this Agreement. A copy of these documents should be sent to the persons listed in Section XV (Notices and Submissions).

25. Settling Respondent shall ensure that assignees, successors in interest, lessees, and sublessees, of the Property shall provide the same access and cooperation as required of the Settling Respondent under this Section. Settling Respondent shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Property as of the effective date of this Agreement and shall ensure that any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property are consistent with this Section and Section XI (Parties Bound/Transfer of Covenant).

#### VI. DUE CARE/COOPERATION

26. Settling Respondent shall exercise due care at the Property with respect to the Existing Contamination and shall comply with all applicable local, State, and federal laws and regulations. Settling Respondent recognizes that the implementation of response actions at the Site or the Property may interfere with Settling Respondent's use of the Property, and may require closure of its operations or a part thereof. Settling Respondent agrees to cooperate fully with EPA in the implementation of response actions at the Site or the Property and further agrees not to interfere with such response actions. EPA agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with



Settling Respondent's operations by such entry and response. In the event Settling Respondent becomes aware of any action or occurrence which causes or threatens a release of hazardous substances, pollutants or contaminants at or from the Property that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Settling Respondent shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under Section 103 of CERCLA, 42 U.S.C. § 9603, or any other law, immediately notify EPA of such release or threatened release.

#### VII. CERTIFICATION

27. By entering into this Agreement, Settling Respondent certifies that to the best of its knowledge and belief it has fully and accurately disclosed to the United States all information known to Settling Respondent and all information in the possession or control of its employees, contractors and agents which relates in any way to any Existing Contamination or any past or potential future release of hazardous substances, pollutants or contaminants at or from the Site or the Property and to its qualification for this Agreement. Settling Respondent also certifies that to the best of its knowledge and belief it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at the Site or the Property. If the United States determines that

information provided by Settling Respondent is not materially accurate and complete, the Agreement, within the sole discretion of the United States, shall be null and void and the United States reserves all rights it may have.

VIII. UNITED STATES' COVENANT NOT TO SUE

28. Subject to the Reservation of Rights in Section IX (Reservation of Rights), the United States covenants not to sue or take any other civil or administrative action against Settling Respondent for any and all civil liability for injunctive relief or reimbursement of response costs pursuant to Sections 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a), with respect to the Existing Contamination on the Property. This covenant not to sue shall become effective on the date Settling Respondent closes the transaction purchasing the Property.

IX. RESERVATION OF RIGHTS

29. The covenant not to sue set forth in Section VIII (United States' Covenant Not to Sue) does not pertain to any matters other than those expressly specified in Section VIII (United States' Covenant Not to Sue). The United States reserves and the Agreement is without prejudice to all rights against Settling Respondent with respect to all other matters, including but not limited to, the following:

(a) claims based on a failure by Settling Respondent to meet a requirement of this Agreement, including but not limited to, Sections V (Access/Notice to Successors in Interest) and VI (Due Care/Cooperation);

(b) any liability resulting from past or future releases of hazardous substances, pollutants or contaminants, at or from the Property caused or contributed to by Settling Respondent, its successors, assignees, lessees or sublessees;

(c) any liability resulting from exacerbation by Settling Respondent, its successors, assignees, lessees or sublessees, of Existing Contamination;

(d) any liability resulting from the release or threat of release of hazardous substances, pollutants or contaminants, at the Property after the effective date of this Agreement, not within the definition of Existing Contamination;

(e) criminal liability;

(f) liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessment incurred by federal agencies other than EPA; and

(g) liability for violations of local, State or federal law or regulations.

30. With respect to any claim or cause of action asserted by the United States, Settling Respondent shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

31. Nothing in this Agreement is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any

person, firm, corporation or other entity not a party to this Agreement.

32. Nothing in this Agreement is intended to limit the right of EPA to undertake future response actions at the Site or the Property or to seek to compel parties other than Settling Respondent to perform or pay for response actions at the Site or the Property. Nothing in this Agreement shall in any way restrict or limit the nature or scope of response actions which may be taken or be required by EPA in exercising its authority under federal law. Settling Respondent acknowledges that it is purchasing property where response actions may be required.

X. SETTLING RESPONDENT'S COVENANT NOT TO SUE

33. In consideration of the United States' Covenant Not To Sue in Section VIII (United States' Covenant Not to Sue), Settling Respondent hereby covenants not to sue and not to assert any claims or causes of action against the United States, its authorized officers, employees, or representatives with respect to the Site or the Property or this Agreement, including but not limited to, any direct or indirect claims for reimbursement from the Hazardous Substance Superfund established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507, through CERCLA Sections 106(b)(2), 111, 112, 113, 42 U.S.C. §§ 9606(b)(2), 9611, 9612, 9613, or any other provision of law, any claim against the United States, including any department, agency or instrumentality of the United States under CERCLA Sections 107 or 113, 42 U.S.C.

§ 9607 or 9613, related to the Site or the Property, or any claims arising out of response activities at the Site or the Property, including claims based on EPA's oversight of such activities or approval of plans for such activities.

XI. PARTIES BOUND/TRANSFER OF COVENANT

34. This Agreement shall apply to and be binding upon the United States, and shall apply to and be binding on Settling Respondent, its employees, and agents. Each signatory of a Party to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party.

35. Notwithstanding any other provisions of this Agreement, all of the rights, benefits and obligations conferred upon Settling Respondent under this Agreement may be assigned or transferred to any person with the prior written consent of the United States in its sole discretion.

36. Subject to the availability of funds, Settling Respondent agrees to pay the reasonable costs incurred by the United States to review any subsequent requests for consent to assign or transfer the Property.

37. In the event of an assignment or transfer of the Property or an assignment or transfer of an interest in the Property, the assignor or transferor shall continue to be bound by all the terms and conditions, and subject to all the benefits, of this Agreement except as the United States and the assignor or transferor agree otherwise and modify this Agreement, in writing,

accordingly. Moreover, prior to or simultaneous with any assignment or transfer of the Property, the assignee or transferee must consent in writing to be bound by the terms of this Agreement including but not limited to the certification requirement in Section VII (Certification) in order for the Covenant Not to Sue in Section VIII (United States' Covenant Not to Sue) to be available to that party. The Covenant Not To Sue in Section VIII (United States' Covenant Not to Sue) shall not be effective with respect to any assignees or transferees who fail to provide such written consent to the United States.

#### XII. DISCLAIMER

38. This Agreement in no way constitutes a finding by the United States as to the risks to human health and the environment which may be posed by contamination at the Property or the Site nor constitutes any representation by the United States that the Property or the Site is fit for any particular purpose.

#### XIII. DOCUMENT RETENTION

39. Settling Respondent agrees to retain and make available to EPA all business and operating records, contracts, site studies and investigations, and documents relating to operations at the Property, for at least ten years, following the effective date of this Agreement unless otherwise agreed to in writing by the Parties. At the end of ten years, Settling Respondent shall notify EPA of the location of such documents and shall provide EPA with an opportunity to copy any documents at the expense of EPA.

XIV. PAYMENT OF COSTS

40. If Settling Respondent fails to comply with the terms of this Agreement, it shall be liable for all litigation and other enforcement costs incurred by the United States to enforce this Agreement or otherwise obtain compliance.

XV. NOTICES AND SUBMISSIONS

41. Submissions required under this Agreement to be made by Settling Respondent to EPA shall be made to:

Robert West  
Remedial Project Manager  
North Site Management Branch  
Waste Management Division  
U.S. Environmental Protection Agency  
Region 4  
61 Forsyth Street, S.W.  
Atlanta, Georgia 30303-3104

XVI. TERMINATION

42. This Agreement shall terminate one year after the effective date of the Agreement unless Settling Respondent has purchased the Property within that one year period.

43. If any Party believes that any or all of the obligations under Section V (Access/Notice to Successors in Title) are no longer necessary to ensure compliance with the requirements of the Agreement, that Party may request in writing that the other Party agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the party requesting such termination receives written agreement from the other party to terminate such provision(s).

#### XVII. CONTRIBUTION PROTECTION

44. With regard to claims for contribution against Settling Respondent, the Parties hereto agree that Settling Respondent is entitled to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for matters addressed in this Agreement. The matters addressed in this Agreement are all response actions taken or to be taken and response costs incurred or to be incurred by the United States or any other person for the Property with respect to the Existing Contamination.

45. Settling Respondent agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement it will notify the United States in writing no later than 60 days prior to the initiation of such suit or claim.

46. Settling Respondent also agrees that with respect to any suit or claim for contribution brought against it for matters related to this Agreement it will notify the United States in writing within 10 days of service of the complaint on them.

#### XVIII. PUBLIC COMMENT

47. This Agreement shall be subject to a thirty-day public comment period, after which the United States may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.




XIX. EFFECTIVE DATE

48. The effective date of this Agreement shall be the date upon which the United States issues written notice to Settling Respondent that the United States has fully executed the Agreement, that the public comment period described in Section XVIII (Public Comment) has expired, and that none of the comments received, if any, requires the United States to withdraw or modify its consent to this Agreement.

IT IS SO AGREED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY:

  
John H. Hankinson, Jr.  
Regional Administrator  
Environmental Protection Agency  
Region 4

11/20/97  
Date

IN THE MATTER OF: ICG ISELIN RAILROAD YARD SUPERFUND SITE  
AGREEMENT AND COVENANT NOT TO SUE  
EPA DOCKET NO: 97-16-C

IT IS SO AGREED:

UNITED STATES DEPARTMENT OF JUSTICE

BY: *Lois J. Schiffer*

Lois J. Schiffer  
Assistant Attorney General  
Environment and Natural Resources Division

12/19/97

Date

IN THE MATTER OF: ICG ISELIN RAILROAD YARD SUPERFUND SITE  
AGREEMENT AND COVENANT NOT TO SUE  
EPA DOCKET NO: 97-16-C

IT IS SO AGREED:

TENNESSEE WILDLIFE RESOURCES AGENCY

BY: Gary T. Meyers  
Gary T. Meyers  
Executive Director  
Tennessee Wildlife Resources Agency

11/6/97  
Date

EXHIBIT 1

PROPERTY DESCRIPTION



*Professional Land Services*  
LAND SURVEYING — FORESTRY — MAPPING — APPRAISAL

MISSISSIPPI OFFICE  
1113 Hwy. 15 North  
Ridley, MS 38663  
(601) 837-9373

72 Stonebridge Blvd. — Suite 1  
Jackson, Tennessee 38305  
(901) 664-6912

#92008

January 30, 1992

CERTIFICATE

I, Michael C. Collis, Professional Land Surveyor No. 1364, do hereby certify that I have made a survey of a tract of land situated in the Second Ward of the City of Jackson, Madison County, Tennessee. Said tract being the same real estate conveyed to Danny Oliver by deed from Genie B. Phillips a widow and Leamon Phillips and wife, Helen Phillips, dated March 31, 1982 and of record in Deed Book 420, page 380 and by deed from Joe D. Williams, et al, dated April 7, 1982 and of record in Deed Book 420, page 510, all in the Madison County Register's Office.

DESCRIPTION

Being a 375.99 acre tract of land situated in the Second Ward of the City of Jackson, Madison County, Tennessee, on the waters of the Forked Deer River Canal and being more particularly described as follows:

Beginning at a concrete highway right-of-way marker as found in the east margin of U. S. Highway 45 the northwest corner of the tract herein described; said right-of-way marker being located in the south boundary line of Jimmy Payne (Deed Book 357, page 432) and being located 23.00 feet east of another concrete highway right-of-way marker situated at the southwest corner of Payne and also being located at coordinates N: 471,369.07 feet and E: 1,132,108.91 feet as based on the Tennessee State Plane Coordinate System (NAD83) and runs: S86°41'14"E, 630.40 feet, with the south boundary line of Payne to an iron rod as set; thence N03°20'58"E, 200.00 feet, with the east boundary line of Payne to an iron rod as set in the south boundary line of property owned by the City of Jackson (Deed Book 483, page 151); thence S86°40'41"E, 633.85 feet, with the south boundary line of said property owned by the City of Jackson; to an iron rod as set near the ruins of an old wooden fence post; thence N02°30'34"E, 2019.40 feet, with the east boundary line of said property owned by the City of Jackson to an iron rod as set 2 feet east of a 12" red oak with old fence; thence S87°14'04"E, 643.78 feet, with the south boundary line of Harold Angus (Deed Book 399, page 25) to an iron rod and 2" iron pipe as found; thence N03°30'30"E, 721.67 feet, with the east boundary line of Angus to an iron rod as set at a large metal post; thence N02°46'00"E, 123.56 feet, to an iron rod as set in the south margin of Magnolia Street; said iron rod being the northwest corner of Lot 1 of the Wolfe & Watters

Subdivision, a plat of which appears of record in Plat Book 1, page 49; said iron rod also being located 3.28 feet east of an iron rod as found at a metal fence corner; thence S85°06'02"E, 90.00 feet, with the south margin of Magnolia Street to a 1" iron pipe as found at the back of the sidewalk; thence S04°35'17"W, 143.62 feet, to an iron rod as found; thence S85°06'02"E, 100.00 feet, to an iron rod as set; thence N04°35'17"E, 143.62 feet, to a 1" iron pipe as found at the back of the sidewalk in the south margin of Magnolia Street; thence S85°06'02"E, 100.00 feet, with the south margin of Magnolia Street to a 1" iron pipe as found at the back of the sidewalk; thence S05°41'54"W, 59.91 feet, to an iron rod as set; thence S04°27'59"W, 82.33 feet, to an iron rod as set; thence S30°45'53"E, 1.70 feet, to an iron rod as set; thence S85°06'02"E, 150.00 feet, to an iron rod as set; thence N04°35'17"E, 143.62 feet, to a 1" iron pipe as found at the back of the sidewalk in the south margin of Magnolia Street; thence S85°06'02"E, 50.00 feet, with the south margin of Magnolia Street to a 1" iron pipe as found at the back of the sidewalk; thence S04°42'08"W, 148.68 feet, to an iron rod as set; thence S86°28'37"E, 225.30 feet, to a 3/4" iron rod as found at a fence corner; thence S05°14'43"W, 166.67 feet, to an iron rod as set; thence N89°17'03"E, 514.94 feet, with the south boundary line of Elizabeth Angus (Deed Book 448, page 606) to an iron rod as set in the west margin of the Norfolk-Southern Railroad; said iron rod being located 50 feet from the centerline of the mainline of said railroad; thence S36°24'20"E, 1446.56 feet, the chord of a curve to the right; boundary being the arc of said curve with Delta: 23°37'48"; Radius: 3532.46'; Arc: 1456.86'; to an iron rod as set at a point of tangency; thence S24°35'26"E, 4917.93 feet, with the west margin of the Norfolk-Southern Railroad to a point in the center of the Forked Deer River Canal; bearing to Benchmark V159 as found on the northeast end of the concrete railroad bridge abutment: N01°43'48"E, 129.92 feet; thence N68°28'35"W, 6682.25 feet, with the center of said canal to a point in the east margin of U. S. Highway 45; thence N03°05'47"E, 240.22 feet, with said east margin to a concrete highway right-of-way marker as found; thence N45°21'22"E, 34.57 feet, with same to an iron rod as set; thence N03°05'47"E, 327.60 feet, with same to the point of beginning.

Containing 375.99 acres

All bearings recited herein are Grid Bearings based on the Tennessee State Plane Coordinate System (NAD83).

This tract is subject to an easement for water wells and granted to the City of Jackson in Deed Book 165, page 312.

This tract is subject to a right-of-way easement as granted to the M & O Railroad in Deed Book 74, page 461.

This tract is subject to utility easements granted to the City of Jackson in Deed Book 155, page 59; Deed Book 239, page 560; and

Deed Book 240, page 649.

This tract is subject to Transmission Line Easements as granted to the United States of America in Deed Book 128, page 569; Deed Book 128, page 553; Deed Book 129, page 127; Deed Book 155, page 513 and Deed Book 161, page 615.

This tract is subject to a Channel Maintenance and Improvement Easement as granted to the Obion-Forked Deer Basin Authority in Deed Book 365, page 296.

This tract is subject to apparent prescriptive easements for overhead electrical transmission lines belonging to the City of Jackson.

This tract is subject to a temporary utility easement as granted to the City of Jackson in Deed Book 498, page 110.



Michael C. Collis

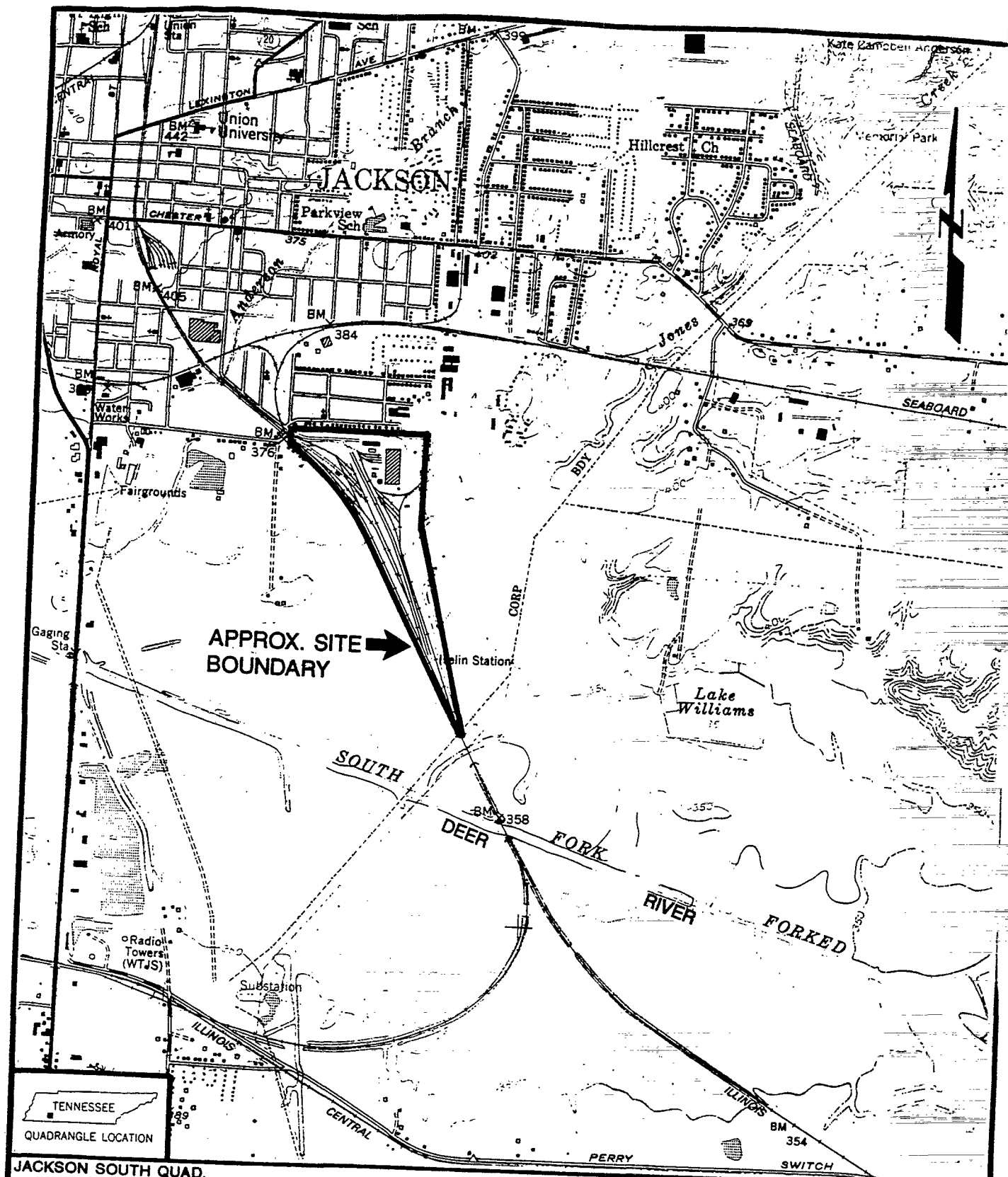
RLS-1364

January 30, 1992

EXHIBIT 2

MAP





THE PRINT MACHINE, INC. N03478

TENNESSEE
   
 QUADRANGLE LOCATION

JACKSON SOUTH QUAD.

FIGURE 1-1  
 SITE LOCATION MAP  
 SCALE: 1"=2000'

**RMT** INC 924.23  
 0596

ISELIN RAIL YARD SITE  
 JACKSON, TENNESSEE