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(ABOVE SPACE RESERVED FOR RECORDER'S USE)

Document Title: Environmental Covenant

Document Date:

Grantor: Chemical Recovery Corporation  
6402 Stadium Drive  
Kansas City, MO 64129

Grantee: Chemical Recovery Corporation  
6402 Stadium Drive  
Kansas City, MO 64129

Department: Missouri Department of Natural Resources  
P.O. Box 176, 1101 Riverside Drive, Jefferson City, Missouri 65102

Legal Description: See attached Exhibit B.

## **ENVIRONMENTAL COVENANT**

This Environmental Covenant (“Covenant”) is entered into by and between the Grantor, Chemical Recovery Corporation (“Owner”), the Grantee, Chemical Recovery Corporation (“Holder”), and the Missouri Department of Natural Resources (“Department”) pursuant to the Missouri Environmental Covenants Act, Sections 260.1000 through 260.1039, RSMo. Owner, Holder, and the Department may collectively be referred to as the “Parties” herein.

### **RECITALS**

WHEREAS, Owner is the owner in fee simple of certain real property commonly known and numbered as Chemical Recovery Corporation, 6402 Stadium Drive, Kansas City, MO 64129, shown on the facility map attached hereto as Exhibit A, and legally described in Exhibit B as the “Property”;

WHEREAS, the Property is situated in Jackson County, Missouri;

WHEREAS, Owner desires to grant to the Holder this Covenant for the purpose of subjecting the Property to certain activity and use limitations as provided in the Missouri Environmental Covenants Act;

WHEREAS, the Department enters into this Covenant as a “Department” pursuant to the Missouri Environmental Covenants Act, Sections 260.1000 through 260.1039 RSMo, with all the attendant rights of a “Department” under such Act, which include, but are not limited to, having a right to enforce this Covenant;

WHEREAS, Holder enters into this Covenant as a “Holder” pursuant to the Missouri Environmental Covenants Act, with all the attendant rights of a “Holder” under such Act, which include, but are not limited to, acquiring an interest in the Property and a right to enforce this Covenant;

WHEREAS, Chemical Recovery Corporation is subject to closure/corrective action requirements related to the Property as a former Resource Conservation and Recovery Act (RCRA) interim status hazardous waste facility pursuant 40 CFR Part 265, as incorporated by reference in 10 CSR 25-7.265, and the corrective action final remedy requires Chemical Recovery Corporation to file an Environmental Covenant for the Property, legally described in Exhibit B with the appropriate recorder of deeds establishing certain activity and use limitations based on the presence of facility-specific contaminants of concern that remain above levels that allow for unrestricted land use.

WHEREAS, the environmental response project conducted at the Property included the following activities:

Chemical Recovery Corporation began operating at the Property in 1980, under the name of Reclamare Enterprises. The building was constructed in 1911 and used as a fire station until

1977. The building remained vacant until Reclamare Enterprises purchased the property in 1980. Reclamare, who changed their name to Chemical Recovery Corp. in 1988, used the building to house a hazardous waste storage and reclaiming operation at the facility. For approximately 13 years, Chemical Recovery Corporation used the first floor of the building to reclaim two general types of hazardous wastes, metal finishing wastes and waste solvent mixes. These wastes were produced mainly by small quantity hazardous waste generators. Aztec Laboratories, also owned by Chemical Recovery, operates a laboratory for testing soil and water samples on the second floor of the building.

The Property is industrial zoned, as M-3 commercial, and occupies approximately 0.19 acres. Private residences exist along Fremont Street. The nearest residence is approximately 200 feet (ft) north of the Property.

Owner, under its previous name Reclamare, submitted a RCRA Part A Permit Application for hazardous waste storage on November 18, 1980, and RCRA Part B Permit Application on August 24, 1988. On October 19, 1989, Owner entered into a consent decree with the State of Missouri. As part of that decree, Owner was required to stop storing hazardous waste, withdraw its Part B Application, submit a closure plan for the facility, and remove all existing hazardous waste inventory. The Department received Owner's closure report on August 19, 1991, accepted closure certification for its container storage area on October 27, 1993, and released Owner from financial assurance obligations for closure on December 22, 1993.

A RCRA Facility Assessment (RFA) for Owner was finalized on November 15, 1996, and prepared in two separate phases. The Preliminary Assessment, dated December 11, 1991, was prepared by CDM Federal Programs Corporation on behalf of the U.S. Environmental Protection Agency (EPA) Region 7. The RFA Addendum, dated September 30, 1996, was prepared by the Department. During the 1996 sampling and site reconnaissance visit, the ground surrounding and in the immediate vicinity of the building located on the Property was designated as Area of Concern 5. This was the only AOC that was recommended for additional investigation. On February 3, 2003, the Department conducted additional soil and groundwater sampling investigation at AOC 5. The various investigations described above indicated the existence of contaminants in soil and groundwater. However, as described below, some of the contaminants do not pose a risk to humans and/or more than likely came to exist on the Property not as a result of Owner's activities.

### **Surface and Subsurface Soil**

During the 1996 sampling event, lead and benzo(a)pyrene were detected in surface soil above May 2014 EPA Region 3 Screening Levels (RSLs) for industrial use at one location east of the building located on the Property. The remaining four soil sampling locations were either not detectable above analytical method detection limits or were below RSLs for all constituents. During the 2003 sampling event at two surface soil sampling locations, benzo(a)anthracene, benzo(b)fluoranthene, and ideno(1,2,3-cd)pyrene were detected above the May 2014 EPA RSLs for residential use, but were below the May 2014 EPA RSLs for industrial use at two surface soil

sampling locations. Benzo(a)pyrene and dibenzo(a,h)anthracene were detected in surface soils above the May 2014 EPA RSLs for industrial soil in two surface soil sample locations. The 2003 detections appear to be related to a nearby pile of roofing material, which has since been removed. All other surface and subsurface soil sample locations were not detected above analytical method detection limits or were below RSLs.

During the 2003 sampling event, arsenic was detected in all fifteen soil samples above the May 2014 EPA RSLs for residential and industrial soils, but below the established background level for arsenic in soil in the Blue Valley Industrial Corridor, which is where the Property is located. Detected arsenic concentrations were also within the U.S. Geological Survey's background observed range for arsenic, published in the 1984 Geochemical Survey of Missouri, Geography of Soil Geochemistry of Missouri Agricultural Soils. Therefore, the concentrations of arsenic in soil at the facility appear to be naturally-occurring background soil concentrations in the area, rather than a result of contamination related to activities Owner conducted on the Property.

Lead was detected in one sample location above the May 2014 EPA RSLs for residential soils and industrial soil during both the 1996 and 2003 sampling events. Both of these soil samples were collected from the east side of the building located on the Property. All other soil samples for lead were representative of background levels in soil. The Property is located in the Blue River Industrial Corridor, which is a highly industrialized area of Kansas City. Site-specific Preliminary Remediation Goals (PRGs) for lead were previously calculated for two other nearby facilities. PRGs for both sites were calculated using the Integrated Exposure-Update Biokinetic Model and Adult Lead Methodology. Based on these calculations, the limited instances of lead above the noted screening levels at the Property, and the current and anticipated future use of the Property, potential exposures to lead at the Property are expected to be insignificant.

Construction/utility workers could be exposed to subsurface soil during construction/utility work. With the exception of arsenic, which is naturally-occurring, all chemicals of potential concern were either not detected or were below screening levels in sub-surface soil. Arsenic was detected above the May 2014 EPA RSLs, but was below background. Therefore, the subsurface soils do not appear to have been contaminated from releases related to operations at the facility.

### **Groundwater**

Groundwater was not sampled in 1996. During 2003, three groundwater samples were collected at AOC 5 and analyzed for metals, volatile organic compounds, and semivolatile organic compounds. Arsenic was detected in all three groundwater samples at concentrations exceeding EPA's Maximum Contaminant Level (MCL) for drinking water. However, arsenic occurs naturally in soils in the Kansas City area and may have leached from the soil and/or became entrained as soil particles in the groundwater during sampling. The water samples that were analyzed were unfiltered grab samples. Any soil particles suspended in the groundwater could cause laboratory results to falsely indicate

an elevated concentration of arsenic in the groundwater. The presence of arsenic in groundwater does not appear related to releases from operations at the facility.

Bis(2-ethylhexyl)phthalate was detected in the groundwater sample from one soil boring location, at a concentration exceeding EPA's MCL, which is based on using water as drinking water. Bis(2-ethylhexyl)phthalate was below the Missouri Risk Based Corrective Action Tier 1 Risk Based Target Level for Dermal Contact, which is a more likely exposure scenario. Bis(2-ethylhexyl)phthalate is a common laboratory contaminant; however, none was used in any of Owner's treatment or recovery processes. Bis(2-ethylhexyl)phthalate is also a plasticizer used in the manufacturing of polyvinylchloride (PVC) materials and could have been transferred to the groundwater sample from the PVC well screen used in the borehole or from the plastic container used to collect and transport the groundwater sample.

There are no drinking water wells in the vicinity of the Property and water is provided to residents and industry through city of Kansas City public water supply system; therefore, domestic use/consumption of groundwater is not expected. Use of the groundwater for drinking water purposes in the larger Blue Valley Industrial Corridor is also unlikely. There are no monitoring wells at the Property and groundwater was found at a depth of approximately 20 ft below ground surface (bgs) during the 2003 investigation. The only potential exposure to groundwater is through dermal contact for a construction/utility worker. The typical depth of construction and/or utility work is 10 ft bgs or less. Therefore, it is highly unlikely that a construction and/or utility worker would come in contact with groundwater at 20 ft bgs.

Additionally, the Property was assessed for vapor intrusion risks as well as whether any surface water or sediments are contaminated. Toluene is the only chemical of concern detected in groundwater at the Property considered to be "vapor forming." Concentrations of toluene were below the screening levels in the EPA Office of Solid Waste and Emergency Response Vapor Intrusion Screening Level Calculator Version 3.3.1, dated June 2014. Therefore, potential volatilization of toluene from groundwater to indoor air at a level of concern is not expected. Due to the conservative assumptions inherent in the calculation of potential indoor air impacts, contaminants that do not pose an indoor inhalation risk, also do not pose an outdoor inhalation risk. There are no surface water bodies at the facility; therefore, there are no potential surface water or sediment impacts.

The human health risk assessment evaluated potential exposure of on-site workers, construction/utility workers, and trespassers to hazardous waste constituents detected in the soil surrounding the building. The objectives of the risk assessment were to determine whether releases from AOC 5 posed unacceptable risks to human health and the environment and to provide information to support decisions concerning further evaluation or remedial action under current and reasonably anticipated future land use.

Potential receptors included on-site workers, construction/utility workers, and trespassers. Exposure through ingestion, dermal contact, and inhalation of soil were evaluated in all exposure

scenarios. Off-Property land use is a mixture of industrial and residential. Residential land use is found approximately 200 ft from the facility. Sensitive receptors (such as children at daycare facilities) are found approximately 1.5 miles from the facility. Groundwater is not used on the facility property for any purpose. Impacted soils are contained within the Property boundaries. Future land use on the Property is anticipated to be no different from current use, in that industrial operation will continue and the Property use will remain nonresidential; consequently the exposure routes and pathways will remain the same for current and future receptors.

The health risk assessment calculated hazard indices and incremental excess lifetime cancer risk levels following EPA and Departmental guidance. Results were compared to EPA's and the Department's target cancer risk range of  $1 \times 10^{-6}$  to  $1 \times 10^{-4}$ . Carcinogenic risk was calculated for residential use, industrial use, and outdoor worker using the maximum measured concentrations for benz(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene, dibenzo(a,h)anthracene, and ideno(1,2,3-cd)pyrene. Risk was calculated using the equations and default parameters in the EPA Regional Screening Tables Calculator, dated May 2014. The cumulative carcinogenic risk to surface soil for a residential use was  $3.5 \times 10^{-5}$ , for industrial use was  $8.2 \times 10^{-6}$ , and for an outdoor worker was  $7.4 \times 10^{-6}$ . All three scenarios fall within the Department's and EPA's acceptable target risk range.

WHEREAS, upon completion of the environmental response project described above, contaminants of concern, which include, but may not be limited to lead, benzo(a)pyrene, benzo(a)anthracene, ideno(1,2,3-cd)pyrene, dibenz(a,h)anthracene, and benzo(b)fluoranthene in soil, will remain on the Property above levels that allow for the unrestricted use of the Property; and

WHEREAS, the environmental response project described above is deemed protective if, and only if, the activity and use limitations described in this Covenant remain in place for as long as the contaminants of concern remain at the Property above levels that allow for the unrestricted use of the Property.

NOW THEREFORE, Owner, Holder, and the Department agree to the following:

**1. Parties.**

The Owner, Holder, and the Department are parties to this Covenant, and may enforce it as provided in Section 260.1030, RSMo.

**2. Activity and Use Limitations.**

Owner hereby subjects the Property to, and agrees to comply with, the following activity and use limitations:

**No Residential Land Use:**

Based on reports on file at the Department's office in Jefferson City, Missouri, and EPA's offices in Lenexa, Kansas, the Property currently meets the Department's and EPA's standards for non-residential use. Therefore, contaminants of concern remaining at the Property do not pose a significant

current or future risk to human health or the environment so long as the restrictions below remain in place.

The Property shall **not** be used for residential purposes, which for purposes of this Covenant include but are not limited to: single family homes, duplexes, multi-plexes, apartments, condominiums, schools, retirement or senior/child-care facilities, or any land use where persons can be expected to reside.

**No Drilling or Use of Groundwater:**

Based on reports on file at the Department's office in Jefferson City, Missouri, and EPA's offices in Lenexa, Kansas, the contaminants of concern remain in groundwater in one or more zones beneath the Property at levels exceeding the Department's or EPA's standards for one or more specific groundwater uses.

Therefore, in addition to any applicable state or local well use restrictions, the following restrictions shall apply to the Property:

- 1) Groundwater from the Property shall not be consumed or otherwise used for any purpose, except as approved by the Department for the collection of groundwater samples for environmental analysis purposes, collection or treatment of groundwater for remedial purposes, or collection or treatment of groundwater as part of excavation or construction activities.
- 2) There shall be no drilling or other artificial penetration of any groundwater-bearing unit(s) containing contaminants, unless performed in accordance with a work plan approved by the Department.
- 3) Installation of any new groundwater wells on the Property is prohibited, except for wells used for investigative, monitoring and/or remediation purposes installed in accordance with a work plan approved by Department.

If any person desires in the future to use the Property for any purpose or in any manner that is prohibited by this Covenant, the Department and the Holder must be notified in advance so that a Modification, Temporary Deviation, or Termination request can be considered as described below. Further analyses and/or response actions may be required prior to any such use.

**3. Running with the Land.**

This Covenant shall be binding upon Owner and Owner's heirs, successors, assigns, and other transferees in interest (collectively referred to as "Transferees") during their period of ownership (except that the obligation described below in paragraph 17 to re-direct any mis-directed communication shall continue beyond an Owner/Transferee's period of ownership), and shall run with the land, as provided in Section 260.1012, RSMo, subject to amendment or termination as set forth herein. The term "Transferee(s)," as used in this Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including but not limited to, owners of an interest in fee simple, mortgagees (subject to

applicable lender liability protections prescribed by law), easement holders, and/or lessees.

**4. Location of Files and Records.**

Records of this environmental response project for the Property are currently located in the Department's office in Jefferson City, Missouri, and EPA's offices in Lenexa, Kansas. Information regarding the environmental response project may be obtained by making a request to the Department pursuant to the Missouri "Sunshine Law," Chapter 610, RSMo and referencing the site identification name of Chemical Recovery Corporation, Kansas City, Missouri, EPA ID# MOD000669028.

**5. Enforcement.**

Compliance with this Covenant may be enforced as provided in Section 260.1030, RSMo. The EPA (and any successor agencies) is expressly granted the power to enforce this Covenant. Failure to timely enforce compliance with this Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Covenant shall restrict any person from exercising any authority or rights under any other applicable law.

In addition to or in lieu of any other remedy authorized by law, prior to taking legal action to enforce this Covenant, the Department may require Owner/Transferee to submit a plan to investigate and/or correct any alleged violation of this Covenant, in which case the Department shall provide written notification to the Holder. If such Owner/Transferee fails to act within the required timeframe or if the Department finds a proposed remedy unacceptable, the Department may pursue any remedy authorized by law. In such event, the Department shall provide written notification to the Holder, prior to or contemporaneously with any legal action taken to enforce this Covenant. In the event that EPA is the party seeking to enforce the terms of this Covenant, such notification must be made at least 30 calendar days prior to the commencement of any legal action and must disclose the alleged violation of the Covenant. Nothing in this Section shall be construed to prohibit a party authorized by law to take action necessary to address an imminent and substantial threat.

**6. Right of Access.**

Owner, on behalf of itself and any Transferees, hereby grants to the Holder, Department, and EPA and their respectively authorized agents, contractors, and employees, the right to access the Property at all reasonable times for implementation, monitoring, inspection, or enforcement of this Covenant and the related environmental response project. Nothing herein shall be deemed to limit or otherwise impede the Department's or EPA's rights of access and entry under federal or state law or other agreement.

**7. Compliance Reporting.**

Owner/Transferee shall submit to the Holder, Department and EPA, by no later than January 31st of each year, documentation verifying that the activity and use limitations imposed hereby were in place and complied with during the preceding calendar year. The Compliance Report shall include the following statement, signed by Owner/Transferee:

I certify to the best of my knowledge, after thorough evaluation of appropriate facts and information, the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

In the event that an Owner, Transferee, or Holder becomes aware of any noncompliance with the activity and use limitations described in paragraph 2 above, such person or entity shall notify all other Parties to this Covenant in writing as soon as possible, but no later than ten (10) business days thereafter.

**8. Additional Rights.**

None Specified.

**9. Notice upon Conveyance.**

Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Covenant, and provide the recording reference for this Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED \_\_\_\_\_, 20\_\_, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF \_\_\_\_\_ COUNTY, \_\_\_\_\_, ON \_\_\_\_\_, 20\_\_, AS DOCUMENT \_\_\_\_, BOOK \_\_\_\_, PAGE \_\_\_\_.

Owner/Transferee shall notify the Holder, Department, and EPA within ten (10) calendar days following each conveyance of an interest in any portion of the Property. The notice shall include the name, address, and telephone number of the Transferee, and a copy of the deed or other documentation evidencing the conveyance.

**10. Representations and Warranties.**

Owner hereby represents and warrants to the Holder and Department that:

- a) Owner has the power and authority to enter into this Covenant, to grant the rights and interests herein provided and to carry out all of Owner's obligations hereunder.

- b) this Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.
- c) Owner is the sole owner of the Property and holds fee simple title, which is free, clear and unencumbered.

**11. Amendments, Termination, and Temporary Deviations.**

This Covenant may be amended or terminated by approval of the Department, Holder, and the current Owner/Transferee of record at the time of such amendment or termination, pursuant to section 260.1027 RSMo. Any other Parties to this Covenant hereby waive the right to consent to any amendment to, or termination of, this Covenant. Following signature by all requisite persons or entities on any amendment or termination of this Covenant, Owner/Transferee shall record and distribute such documents as described below.

Temporary deviations from the obligations or restrictions specified in this Covenant may be approved by the Department in lieu of a permanent amendment to this Covenant. Owner/Transferee may submit a written request to the Department to temporarily deviate from specified requirements described herein for a specific purpose and timeframe, which shall not exceed ninety (90) calendar days. Any such request shall be transmitted to the Holder and the Department as described below. The request must specifically invoke this paragraph of this Covenant, fully explain the basis for such temporary deviation, and demonstrate that protection of human health and the environment will be maintained. The Department will evaluate the request and convey approval or denial in writing. Owner/Transferee may not deviate from the requirements of this Covenant unless and until such approval has been obtained.

**12. Severability.**

If any provision of this Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

**13. Governing Law.**

This Covenant shall be governed by and interpreted in accordance with the laws of the State of Missouri.

**14. Recordation.**

Within thirty (30) calendar days after the date of the final required signature upon this Covenant or any amendment or termination thereof, Owner shall record this Covenant with the appropriate recorder of deeds for each county in which any portion of the Property is situated. Owner shall be responsible for any costs associated with recording this Covenant.

**15. Effective Date.**

The effective date of this Covenant shall be the date upon which the fully executed Covenant has been recorded with the office of the recorder of each county in which the Property is situated.

**16. Distribution of Covenant.**

Within thirty (30) calendar days following the recording of this Covenant, or any amendment or termination of this Covenant, Owner/Transferee shall, in accordance with Section 260.1018, RSMo, distribute a file- and date-stamped copy of the Covenant as recorded with the appropriate recorder of deeds (including book and page numbers) to: (a) each of the Parties hereto; (b) each person holding a recorded interest in the Property, including any mortgagees or easement holders; (c) each person in possession of the Property; (d) each municipality or other unit of local government in which the Property is located; (e) EPA; and (f) any other person designated herein.

**17. Contact Information.**

Any document or other item required by this Covenant to be given to another party hereto shall be sent to:

If to Owner/Transferee:

Merrill Nissen  
Aztec Laboratories  
Chemical Recovery Corporation  
6402 Stadium Drive  
Kansas City, MO 64129

If to Holder:

Merrill Nissen  
Aztec Laboratories  
Chemical Recovery Corporation  
6402 Stadium Drive  
Kansas City, MO 64129

If to the Department:

Project Manager – Chemical Recovery Corporation  
Missouri Department of Natural Resources  
Hazardous Waste Program, Permits Section  
P.O. Box 176  
Jefferson City, MO 65102-0176

If to EPA:

Director, Air and Waste Management Division  
U.S. Environmental Protection Agency Region 7  
11201 Renner Boulevard  
Lenexa, KS 66219

The Owner/Transferee, Holder, Department, or EPA may change their designated recipient of such notices by providing written notice of the same to each other. If any notice or other submittal under this Covenant is received by a former Owner/Transferee who no longer has an interest in the Property, then such former Owner/Transferee shall notify the Department, Holder, EPA, and the current Owner/Transferee of the Property regarding the misdirected communication.

**18. Reservation of Rights.**

This Covenant is a necessary component of the environmental response project described above. Nothing in this Covenant shall be construed so as to relieve any Owner/Transferee from the obligation to comply with this Covenant during their period of ownership or the obligation to comply with any other source of law. This Covenant is not a permit, nor does it modify any permit, order, agreement, decree, or judgment issued under any federal, State, or local laws or regulations, and the Department does not warrant or aver in any manner that an Owner/Transferee's compliance with this Covenant will constitute compliance with any such requirements. The Department and EPA reserve all legal and equitable remedies available to enforce this Covenant or any other legal requirement, and/or to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, the Property. Nothing herein shall be construed so as to prevent the Department, Holder, or EPA from taking any independent actions as allowed by law.



**FOR HOLDER:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Merrill Nissen  
Aztec Laboratories  
Chemical Recovery Corporation  
6402 Stadium Drive  
Kansas City, MO 64129

STATE OF \_\_\_\_\_ )

)

COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me a Notary Public in and for said state, personally appeared \_\_\_\_\_(Name), \_\_\_\_\_(Title) of \_\_\_\_\_(Corporate Name), known to me to be the person who executed the within Covenant on behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

\_\_\_\_\_  
Notary Public

**FOR DEPARTMENT:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

David J. Lamb, Director  
Missouri Department of Natural Resources  
Hazardous Waste Program  
PO Box 176  
Jefferson City, MO 65102-0176

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me a Notary Public in and for said state, personally appeared David J. Lamb, Director of the Hazardous Waste Program of the Missouri Department of Natural Resources, a state agency, known to me to be the person who executed the within Covenant on behalf of said agency by authority of its Director and acknowledged to me that he executed the same for the purposes therein stated.

\_\_\_\_\_  
Notary Public