
(ABOVE SPACE RESERVED FOR RECORDER'S USE)

Document Title: Environmental Covenant

Document Date:

Grantor: River Cement Company d/b/a Buzzi Unicem USA
1000 River Cement Road, Festus, MO 63028

Grantee: River Cement Company d/b/a Buzzi Unicem USA
1000 River Cement Road, Festus, MO 63028

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, River Cement Company d/b/a Buzzi Unicem USA (“Owner”), the Grantee, River Cement Company d/b/a Buzzi Unicem USA (“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 River Cement Company (RCC) d/b/a Buzzi Unicem USA, 1000 River Cement Road, Festus, MO 63028 and a portion of the contiguous facility property numbered as Solid Waste Management Unit “SWMU 1 – Old Landfill Area”, shown on the site map attached hereto as Exhibit A, and legally described in Exhibit B as the “Property” subject to this Covenant;

WHEREAS, the Property is situated in Jefferson 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, the former Resource Conservation and Recovery Act (RCRA) interim status hazardous waste management area is subject to closure requirements and the contiguous RCC facility property is subject to corrective action requirements as a former RCRA interim status hazardous waste facility pursuant to 40 CFR Part 265, as incorporated by reference in 10 CSR 25-7.265, and the corrective action final remedy requires RCC 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:

The Mississippi River Corporation (MRC) built the facility in 1963. River Cement Company, a subsidiary of MRC, began operating the plant and limestone quarry in 1965. In 1979, R.C. Cement Company, Incorporated purchased the facility. At that time R.C. Cement was 80 percent owned by IFI International S.A. (Luxembourg) and 20 percent by Unicem S.p.A. (Italy). R.C. Cement later became wholly owned by Unicem S.p.A. In 2000, Unicem merged with Buzzi Cementi to form Buzzi Unicem S.p.A (Italy). In 2003, Buzzi Unicem S.p.A. gained controlling interest in Dyckerhoff AG, which owned, among other companies, Lone Star Industries, Incorporated, another cement manufacturing company. In 2004, RC Lonestar Inc., owned by Buzzi Unicem S.p.A. and Dyckerhoff AG, became the US parent company of RCC. RCC remains a wholly-owned subsidiary of RC Lonestar, Inc. today. RCC is licensed to do business in Missouri, and several other states, under the trade name “Buzzi Unicem USA.”

RCC produces Portland cement clinker in a rotary kiln with a preheater/pre-calciner. The property consists of buildings, a laboratory, storage silos, a limestone quarry, a 430-foot high pre-heater tower with calciner and a 212- foot rotary kiln, three finish mills, one raw mill, railroad spur tracks used for cement transport and formerly used to receive tank cars loaded with liquid waste fuels, a barge loading facility for transporting cement, receiving raw materials & solid fuel, and sheds used to store cement-related products. The remainder of the manufacturing facility is primarily open fields which are dissected by various paved roadways and railroad spur tracks.

The RCC facility is located on approximately 2,176 acres about three miles south of Festus, Missouri. The property is bordered by heavily wooded agricultural land and scattered residences to the north, west and south, and by the Mississippi River to the east.

When Congress passed the federal law in 1980, all existing facilities that treated, stored, or disposed of hazardous waste in a manner that would necessitate a hazardous waste permit were required to get such a permit. RCC submitted their RCRA Part A Permit Application on November 24, 1986. Thereafter, RCC decided not to pursue a hazardous waste permit and to close the units that would otherwise be subject to permitting. On December 8, 1998, the Department accepted RCC’s closure certification for its hazardous waste fuel storage and hazardous waste fuel feed system. RCC is subject to corrective action by virtue of having completed closure of its interim status hazardous waste management units after the effective date of the Hazardous and Solid Waste Amendments to RCRA, but is not subject to permitting requirements of the Missouri Hazardous Waste Management Law or RCRA for post-closure care by virtue of having “clean closed” its interim status hazardous waste management units.

Metcalf and Eddy, Incorporated, a contractor for the United States Environmental Protection Agency (EPA) conducted a RCRA Facility Assessment (RFA) that was documented in a final RFA Report dated February 15, 1991. The final RFA Report identified nineteen Solid Waste Management Units (SWMUs) and one Area of Concern (AOC). On June 30, 1999, the Department visited the facility to visually inspect all the SMWUs identified in the RFA Report and the revised Part B Permit Application that potentially required further corrective action.

Based upon the visual facility inspection verifying the existing/current locations and the physical integrity of the SWMUs/AOC, the Department determined that eleven SWMUs required further corrective action.

Pursuant to the requirements of a Letter of Agreement executed in 2003 between the Department and RCC, a RCRA Facility Investigation (RFI) was undertaken pursuant to an RFI Work Plan approved by the Department, dated December 17, 2004. A RFI Addendum Report was submitted by RCC in May 2009. The RFI Addendum Report presented the results of the surface water, sediment, surficial soil, subsurface soil, and groundwater samples that were collected at the RCC facility. The analytical results revealed the presence of contaminants at levels above the screening criteria in some of the soil/sediment samples collected from the Old Landfill Area - SWMU1 and the Industrial Landfill & Kiln Dust Landfill - SWMU2/3. The groundwater samples did not show contamination above applicable risk-based screening levels for the analyzed constituents.

A total of fourteen samples including sediment, subsurface soil and surface water were collected at and near SWMU 1 - Old Landfill Area. Arsenic was detected in the sediment samples above the soil-based 2008 EPA Region VI Regional Screening Levels (RSLs) for residential and industrial use and the 2006 Missouri Risk Based Corrective Action (MRBCA) Table B-1 Lowest Default Target Level (LDTL). In addition, arsenic was detected in the soil above the EPA Region VI RSLs for residential and industrial use, but below the MRBCA Table B-1 LDTL. However, the arsenic concentrations were found to be below background concentrations in Jefferson County based on published data contained in the USGS Mineral Resources On-Line Spatial Data (<http://mrdata.usgs.gov/geochem/county.php?place=f29099&el=As&rf=central>). Sampling results are summarized in the attached Exhibit C.

The RFI Report included a risk screening for potential human health risks associated with SWMU 1- Old Landfill Area using the 2008 EPA Region VI RSLs and the 2006 MRBCA Table B-1 LDTLs for All Soil Types and All Pathways. The risk screening concluded that the benzo(a)anthracene concentration exceeded the EPA Region VI RSLs for residential use, but was below the EPA Region VI RSL for industrial use and the MRBCA Table B-1 LDTL for All Soil Types and All Pathways.

Benzo(a)pyrene was detected in sediment samples above the soil-based EPA Region VI RSLs for residential use but below the EPA Region VI RSL for industrial use and the MRBCA Table B-1 LDTL; however, one sediment sample detected benzo(a)pyrene above the soil-based EPA Region VI RSL for residential and industrial use but below the MRBCA Table B-1 LDTL. The samples exceeding the screening concentration of benzo(a)anthracene and benzo(a)pyrene were obtained from sediment samples at the approximate location shown on Exhibit A. The RFI Report proposed implementation of an enforceable Environmental Covenant with activity and use limitations to address this area. The sampling results are summarized in the attached Exhibit C. SWMU 1 – Old Landfill Area is currently capped with approximately four feet of rock and the facility's quarry haul road crosses this area.

The sampling results for the SWMU 2/3 - Industrial Landfill & Kiln Dust Landfill were below analytical detection limits for semi-volatile organic compounds. Arsenic was detected in surficial and subsurface soil samples at SMWU 2/3 at concentrations above the EPA Region VI RSLs for residential/industrial use and the MRBCA Table B-1 LDTL. However, the arsenic concentrations again appear to be below the background concentration of arsenic in Jefferson County based on published data contained in the USGS Mineral Resources On-Line Spatial Data (<http://mrddata.usgs.gov/geochem/county.php?place=f29099&el=As&rf=central>). Therefore, the RFI Report proposed no further corrective action at SWMU 2/3.

The foregoing historical risk-based screening was updated to include screening against the currently applicable EPA Region III RSLs dated May 2013 as reflected in Exhibit C attached hereto. This updated data rescreening did not result in any changes to the activity and use limitations contained in this Covenant.

WHEREAS, upon completion of the environmental response project described above, contaminants of concern, which include, but may not be limited to benzo(a)anthracene and benzo(a)pyrene, will remain on the Property identified in Exhibit B 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 identified in Exhibit B.

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 office in Lenexa, Kansas, the Property currently meets the Departments' 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 includes but is 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 Disturbance of Soil:

Based on reports on file at the Department's offices in Jefferson City, Missouri and EPA's offices in Lenexa, Kansas, the contaminants of concern remaining at the Property exceed the Department's and EPA's standards for non-residential use and construction worker exposure, but do not pose a significant current or future risk to human health or the environment with respect to non-residential uses of the property so long as the soil is not disturbed such that exposure may result.

Therefore, soil on the Property shall not be excavated or otherwise disturbed in any manner without the prior written approval of the Department. If an Owner/Transferee desires to disturb soil at the Property in the designated area, then such Owner/Transferee shall request permission to do so from the Department at least 30 days before the soil disturbance activities are scheduled to begin. Based on the potential hazards associated with the soil disturbance activities, the Department may approve or deny the request to disturb the soils or may require specific protective or remedial actions before allowing such soil disturbance activities to occur.

Contaminated soil may be disturbed if necessary during an emergency (such as water or gas main break, fire, explosion or natural disaster), in which case the Owner/Transferee shall ensure that notification is provided to the Department and Holder verbally or in writing as soon as practicable, but no later than 48 hours after the disturbance. Any contaminated soil disturbed as part of an emergency response action must be returned to its original location and depth, or properly characterized, managed and disposed of, in accordance with all applicable local, state, and federal requirements. Within 30 days after such emergency has been abated, the Owner/Transferee shall provide a written report to the Department describing such emergency and any response actions.

Construction Worker Notice

In the event that construction work is to be performed that may expose workers to contaminated soil on the Property, Owner/Transferee shall ensure that actual notice is provided in advance, both verbally and in writing, to any person or entity performing any work that will or is likely to result in exposure to such soil, so that appropriate protective measures are taken to protect such workers' health and safety in accordance with applicable health and safety laws and regulations. Such notice shall include, but not be limited to, providing a copy of this Covenant to any individuals responsible for the construction. Owner/Transferee shall maintain copies of any such written notice for a period of at least three years, and shall provide copies of such records to the Department and/or Holder upon request.

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 misdirected 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 office 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/or to EPA pursuant to the United States Freedom of Information Act, 5 U.S.C. § 552, and referencing the site identification name of River Cement Company d/b/a Buzzi Unicem, Festus, Missouri, EPA ID# MOD050232560.

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 EPA and 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. Any party seeking to enforce this Covenant shall provide written notification to the Department and 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 days prior to the commencement of any legal action and must disclose the alleged violation of this 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 that 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, and EPA, 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) 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; and
- 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) 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) 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) 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:

Plant Manager
River Cement Company d/b/a Buzzi Unicem USA
1000 River Cement Road
P.O. Box 1003
Festus, MO 63028

If to Holder:

Plant Manager
River Cement Company d/b/a Buzzi Unicem USA
1000 River Cement Road
P.O. Box 1003
Festus, MO 63028

If to the Department:

Project Manager – River Cement Company d/b/a Buzzi Unicem USA
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 Blvd.
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, EPA, Holder, 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, EPA, or Holder from taking any independent actions as allowed by law.

DRAFT

FOR HOLDER:

By: _____ Date: _____

Brad Williams
Plant Manager
1000 River Cement Road
P.O. Box 1003
Festus, MO 63028

STATE OF _____)

COUNTY OF _____)

On this ___ day of _____, 20___, before me a Notary Public in and for said state, personally appeared Brad Williams, Plant Manager of River Cement Company d/b/a Buzzi Unicem USA, 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

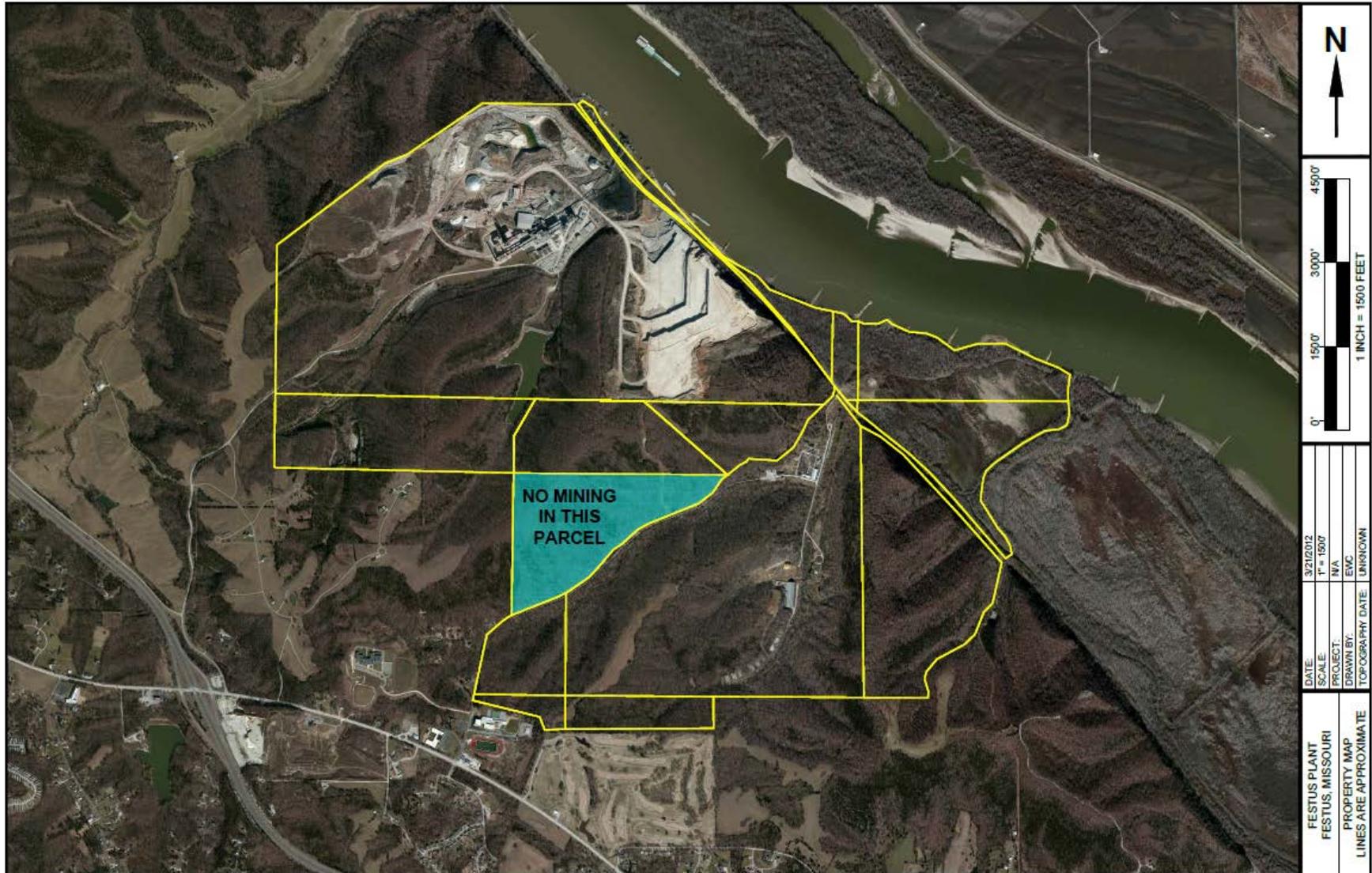
the within Covenant on behalf of said agency by authority of its Director and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

DRAFT

Exhibit A

Property Map



SWMU 1- Old Landfill Area Boundary

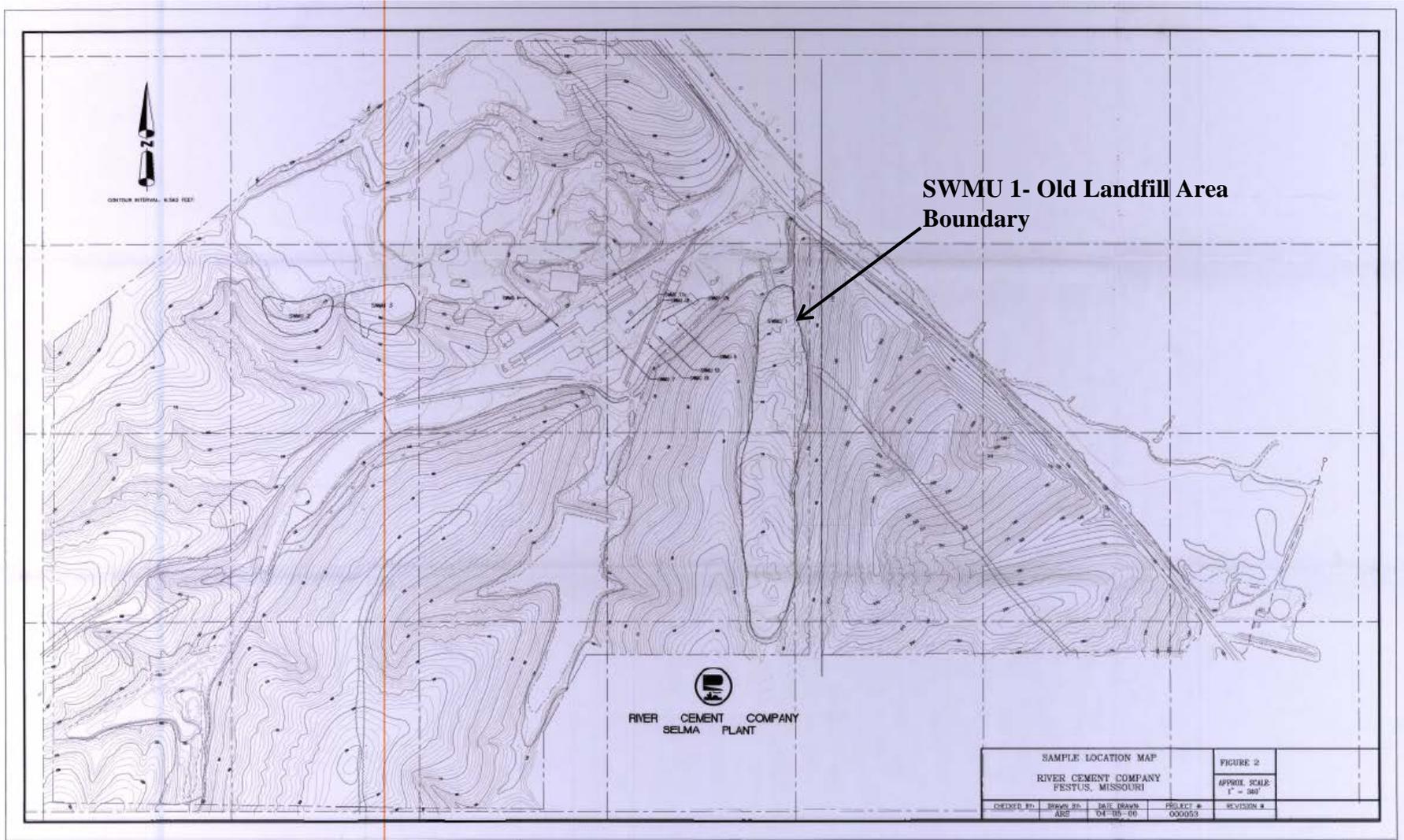


Exhibit B

Legal Description of SWMU 1- Old Landfill Area

Said tract of land is referenced to the St. Louis VRS System "Station GHFW" having MOSPC of N: 262830.556 E: 260167.817; thence South 62 degrees, 42 minutes, 30 seconds West, 17,369.13 feet to the point of beginning, said point having MSPC of N: 260403.091 E: 264872.612; thence South 9 degrees, 33 minutes, 46 seconds East, 583.16 feet to a point having MSPC of N: 260317.985 E: 264886.949; thence South 0 degrees, 23 minutes, 33 seconds West, 1066.98 feet to a point having MSPC of N: 259992.777 E: 264884.722; thence South 2 degrees, 6 minutes, 12 seconds West, 472.59 feet to a point having MSPC of N: 259848.828 E: 264879.435; thence South 4 degrees, 19 minutes, 19 seconds West, 834.11 feet to a point having MSPC of N: 259595.313 E: 264860.276; thence South 35 degrees, 13 minutes, 12 seconds West, 167.29 feet to a point having MSPC of N: 259553.658 E: 264830.869; thence North 82 degrees, 4 minutes, 51 seconds West, 229.70 feet to a point having MSPC of N: 259563.304 E: 264761.524; thence North 15 degrees, 38 minutes, 40 seconds West, 250.98 feet to a point having MSPC of N: 259636.968 E: 264740.895; thence North 8 degrees, 23 minutes, 15 seconds West, 347.54 feet to a point having MSPC of N: 259741.766 E: 264725.443; thence North 0 degrees, 23 minutes, 2 seconds East, 793.97 feet to a point having MSPC of N: 259983.762 E: 264727.065; thence North 5 degrees, 59 minutes, 8 seconds East, 558.31 feet to a point having MSPC of N: 260153.006 E: 264744.810; thence North 24 degrees, 37 minutes, 16 seconds East, 171.77 feet to a point having MSPC of N: 260200.601 E: 264766.622; thence North 4 degrees, 21 minutes, 50 seconds East, 641.63 feet to a point having MSPC of N: 260395.603 E: 264781.503; thence North 85 degrees, 18 minutes, 6 seconds East, 299.92 feet to the point of beginning. Containing 27.78 acres.

Exhibit C

Summary of ECAP RFI Addendum Results of SWMU 1 – Old Landfill Area and SWMU 2/3 – Industrial Landfill & Kiln Dust Landfill

Sample ID	Depth (feet)	Matrix	Arsenic (mg/kg)	Benzo(a)anthracene (mg/kg)	Benzo(a)pyrene (mg/kg)
1SED1	0 - 1	Sediment	3.8	-	0.152 J
1SED1D	0 - 1	Sediment	2.9	-	-
1SED2	0 - 1	Sediment	2.6	-	-
1SED3	0 - 2	Sediment	3.9	-	-
1SED4	0 - 1	Sediment	4.9	0.316	0.469
1SOIL1	0 - 1	Soil	3.6	-	-
1SOIL2	0 - 1	Soil	4.4	-	-
2/3SOIL1	0 - 2	Soil	9.7	-	-
2/3SOIL1D	0 - 2	Soil	9.6	-	-
2/3SOIL3	0 - 2	Soil	2.4	-	-
2/3SOIL4	0 - 2	Soil	6.6	-	-
2/3SOIL7B	4 - 5	Soil	4.9	-	-
USEPA Regional Screening Levels Residential Soil¹		Soil	0.61	0.15	0.015
USEPA Regional Screening Levels Industrial Soil²		Soil	2.4	2.1	0.21
MRBCA Table B-1 LDTLs³		Soil	3.89	6.12	0.62
Jefferson County Background Range – USGS⁴		Soil	1.365 - 14.192	-	-

Note: Bold denotes concentrations above the screening levels and J indicates estimated value

¹ USEPA Regional Screening Levels, Residential Soil, May 2013

² USEPA Regional Screening Levels, Industrial Soil, May 2013

³ Missouri Risk Based Corrective Action Table B-1 Lowest Default Target Levels All Soil Types and All Pathways

⁴ USGS Mineral Resources On-Line Spatial Data (<http://mrddata.usgs.gov/geochem/county.php?place=f29099&el=As&rf=central>)