TOEROEK
ASSOCIATES, INC.

August 2, 2021

Mr. Bradley Roberts
Task Order Contracting Officer's Representative
U.S. Environmental Protection Agency, Region 7
11201 Renner Blvd.
Lenexa, Kansas 66219

Subject: **Contract No. 68HERH19D0018; Task Order (TO) No. 68E0719F0190**
Wellsville Firebrick Plant, Wellsville, Montgomery County, Missouri
Phase I Environmental Site Assessment (ESA)

Dear Mr. Roberts:

Toeroek Associates, Inc. (Toeroek) and our teaming subcontractor, Tetra Tech, Inc. (Tetra Tech), (hereafter "Toeroek Team") are pleased to present the Phase I Environmental Site Assessment (ESA) report regarding the Wellsville Firebrick Plant site (the subject property) located at 1199 Highway 19 in Wellsville, Montgomery County, Missouri. This deliverable has been reviewed internally as part of Tech Tech's quality assurance program, as well as Toeroek's quality assurance program, and is consistent with Toeroek's Quality Management Plan for the Resource Conservation and Recovery Act (RCRA) Enforcement and Permitting Assistance (REPA) contract. Documentation of this review is retained in the Toeroek Team's project files.

If you have any questions or comments, please contact Greg Hanna at 720-898-4102 or Kaitlyn Mitchell at 816-412-1742.

Sincerely,

Greg Hanna
Toeroek Team Program Manager

Kaitlyn Mitchell
Toeroek Team Project Manager

Enclosure: Phase I ESA

cc: Frank Novello, EPA Region 7
Lisa Dunning, EPA Region 7
Heather Wood, Tetra Tech
Toeroek Team Project Files

300 Union Blvd., Suite 520
Lakewood, CO 80228
Telephone: 303-420-7735
Fax: 303-420-7658

TARGETED BROWNFIELDS ASSESSMENT
PHASE I ENVIRONMENTAL SITE ASSESSMENT

WELLSVILLE FIREBRICK PLANT
1199 HIGHWAY 19
WELLSVILLE, MONTGOMERY COUNTY, MISSOURI

Prepared for

U.S. ENVIRONMENTAL PROTECTION AGENCY
REGION 7

Task Order	:	68E0719F0190
Subtask	:	04.01
EPA Region	:	7
Date Prepared	:	August 2, 2021
Contract No.	:	68HERH19D0018
Prepared by	:	Toeroek Associates, Inc.
Project Manager	:	Kaitlyn Mitchell
Telephone	:	816-412-1742
EPA TOCOR	:	Bradley Roberts
Telephone	:	913-551-7279

CONTENTS

Section **Page**

EXECUTIVE SUMMARY ES-1

1.0 INTRODUCTION 1

1.1 PURPOSE 1
1.2 SCOPE OF WORK 2
1.3 SIGNIFICANT ASSUMPTIONS 3
1.4 DEVIATIONS 3
1.5 LIMITATIONS AND EXCEPTIONS 3
1.6 SPECIAL TERMS AND CONDITIONS 4
1.7 STATEMENT OF USER RELIANCE 4

2.0 SITE LOCATION AND LEGAL DESCRIPTION 5

2.1 SITE LOCATION AND LEGAL DESCRIPTION 5
2.2 SITE AND VICINITY GENERAL CHARACTERISTICS 5
2.3 CURRENT AND PAST USES OF THE SITE 5
2.4 DESCRIPTIONS OF STRUCTURES, ROADS, AND OTHER IMPROVEMENTS ON THE SITE 6
2.5 CURRENT AND PAST USES OF ADJOINING/SURROUNDING PROPERTIES 6
2.6 GEOLOGIC, HYDROGEOLOGIC, HYDROLOGIC, AND TOPOGRAPHIC CONDITIONS 6

2.6.1 Topography 6
2.6.2 Geologic Setting 6
2.6.3 Hydrogeology 7
2.6.4 Hydrology 8

3.0 USER-PROVIDED INFORMATION 9

3.1 EXISTING STRUCTURE INFORMATION AND DRAWINGS 9
3.2 SUMMARY OF TITLE INFORMATION 9
3.3 ENVIRONMENTAL LIENS OR ACTIVITY AND USE LIMITATIONS 9
3.4 SPECIALIZED KNOWLEDGE 9
3.5 OWNER, SITE MANAGER, AND OCCUPANT INFORMATION 9
3.6 REASON FOR PERFORMING PHASE I ESA 9

4.0 SITE RECONNAISSANCE 10

4.1 METHODOLOGY AND LIMITING CONDITIONS 10
4.2 GENERAL SITE SETTING 11

4.2.1 Site Description 11
4.2.2 Exterior Observations 11
4.2.3 Interior Observations 11

4.3 SPECIFIC RECONNAISSANCE ITEMS 11

4.3.1 Hazardous Substances and Petroleum Products 11
4.3.2 Hazardous Waste 12
4.3.3 Landfills, Dumps, Burials, or Solid Waste Disposal 13
4.3.4 Storage Tanks 13

4.3.5 Polychlorinated Biphenyls (PCB)-containing Equipment 14
4.3.6 Heating, Ventilation, and Air Conditioning (HVAC) System and Fuel Source .. 14
4.3.7 Drains, Sumps, Pools of Liquids, Standing Water, Cisterns, and Cesspools 14
4.3.8 Pits, Ponds, and Lagoons 15
4.3.9 Stains or Corrosion and Stained Soil or Pavement 15
4.3.10 Areas of Dead, Distressed, Discolored, or Stained Vegetation 15
4.3.11 Possible Fill, Grading, or Solid Waste Disposal 15
4.3.12 Smells of Chemical Gases, Petroleum Products, or Noxious Odors 16
4.3.13 Wastewater and Stormwater Systems and Discharges 16
4.3.14 Wells and Potable Water Supply 16
4.3.15 Lead-based Paint 16
4.3.16 Asbestos-containing Building Materials 16
4.3.17 Other Site-specific Environmental Conditions 16

4.4 VICINITY RECONNAISSANCE 17

5.0 INTERVIEWS 18

5.1 INTERVIEW WITH OWNER 18
5.2 INTERVIEWS WITH KEY SITE MANAGER 18
5.3 INTERVIEWS WITH CURRENT OCCUPANTS 18
5.4 INTERVIEWS WITH PAST SITE OWNERS/OCCUPANTS 18
5.5 INTERVIEWS WITH LOCAL/STATE GOVERNMENT OFFICIALS 19

6.0 RECORDS REVIEW 20

6.1 ENVIRONMENTAL RECORDS SOURCES 20

6.1.1 Environmental Database Search 20
6.1.2 Vapor Encroachment Screening 21
6.1.3 Valuation Reduction for Environmental Issues 22
6.1.4 Engineering and Institutional Controls 22
6.1.5 Title Records 22

6.2 HISTORICAL USE INFORMATION REGARDING THE SITE AND ADJOINING PROPERTIES 23

6.2.1 Historical Property Ownership 23
6.2.2 Property Tax Files 25
6.2.3 Building Department Records 25
6.2.4 Aerial Photographs 26
6.2.5 Sanborn Map Report 27
6.2.6 Historical Topographic Maps 27
6.2.7 City Directories 28
6.2.8 Previous Reports 29

7.0 FINDINGS AND OPINIONS 33

8.0 CONCLUSIONS AND RECOMMENDATIONS 36

9.0 CERTIFICATION STATEMENT 37

10.0 REFERENCES 38

APPENDICES

Appendix

A FIGURES

B EDR LIEN AND AUL SEARCH

C PHOTOLOG

D INTERVIEW DOCUMENTATION AND USER-PROVIDED INFORMATION

E EDR RADIUS MAP WITH GEOCHECK

F HISTORICAL USE DOCUMENTATION

- F-1 CHAIN-OF-TITLE RECORDS
- F-2 PROPERTY TAX MAP REPORT
- F-3 BUILDING PERMIT REPORT
- F-4 HISTORICAL AERIAL MAPS
- F-5 HISTORICAL SANBORN FIRE INSURANCE MAPS
- F-6 HISTORICAL TOPOGRAPHIC MAPS
- F-7 HISTORICAL CITY DIRECTORY SEARCH

G RESUMES

TABLES

Table **Page**

6-1 HAZARDOUS SUBSTANCES OBSERVED 12

6-2 CHAIN-OF-TITLE SUMMARY 23

6-3 SUMMARY OF AERIAL PHOTOGRAPHS 26

6-4 SUMMARY OF HISTORICAL TOPOGRAPHIC MAPS 27

6-5 SUMMARY OF HISTORICAL CITY DIRECTORIES 29

EXECUTIVE SUMMARY

The U.S. Environmental Protection Agency (EPA) tasked Toeroek Associates, Inc. (Toeroek) and its teaming subcontractor, Tetra Tech, Inc. (Tetra Tech), hereafter "Toeroek Team," with providing technical support to the EPA Region 7 Brownfields Program under Contract 68HERH19D0018, Task Order (TO) 68E0719F0190. EPA Region 7 requested that the Toeroek Team conduct a Phase I Environmental Site Assessment (ESA) as part of a Targeted Brownfields Assessment (TBA) of the Wellsville Firebrick Plan site (the subject property) located at 1199 Highway 19 in Wellsville, Montgomery County, Missouri (Appendix A, Figure 1). According to the TBA Application, the Wellsville Firebrick Plant is interested in selling the property.

The Missouri Department of Natural Resources (MDNR) asked EPA Region 7 to assist the Wulff Brothers Masonry Corporation under the TBA program to assess current environmental conditions at the subject property. As part of the TBA, the Toeroek Team performed a Phase II ESA of the subject property in 2020 (Toeroek 2021a), based on findings of a previous Phase I ESA in 2018 (Terracon Associates, Inc. [Terracon] 2018). EPA also tasked the Toeroek Team to conduct a new Phase I ESA of the subject property. The ESA accorded with the *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, ASTM International (ASTM) International designation E1527-13 (ASTM 2013), and otherwise complied with EPA's "All Appropriate Inquiries" Rule (AAI Rule) (40 *Code of Federal Regulations* [CFR] Part 312).

Purposes of the ESA were to identify recognized environmental conditions (RECs), historical RECs (HRECs), and controlled RECs (CRECs) to the subject property, and to identify the nature of contamination and risks posed by the contamination, if present.

Findings and Opinions

The following significant findings and opinions resulted from the ESA:

- The Toeroek Team identified the following RECs to the subject property:
    - Hazardous materials and wastes throughout the subject property ranging in size from 1-gallon containers to 300-gallon totes. All of the containers were in poor condition and stored in a manner that could result in a release; therefore, these containers pose a REC to the subject property.
    - Concrete foundations from former aboveground storage tanks (AST) located south of the maintenance shop. The area was vegetated with standing water, so potential for staining could not be assessed. Presence of former ASTs poses a REC to the subject property.

- A flooded pit in the northwest portion of the production buildings. A drum was floating in the water and the water was bluish-green. Additional pits were observed in the laboratory building and the maintenance shop building. The historical use of the pits is unknown. Presence of discolored water within the floor pit in the production building poses a REC to the subject property.

- Six pole-mounted transformers southwest of the maintenance shop. During the 2020 Phase II ESA, soil samples were collected beneath the transformers. Some of the highest concentrations of volatile organic compounds (VOCs), semivolatile organic compounds (SVOCs), total petroleum hydrocarbons (TPH), polychlorinated biphenyls (PCBs), and metals were detected in soil and groundwater samples collected east of and adjacent to the former elevated electrical transformer pad (Soil Boring [SB]-8 and SB-9). Based on results of the Phase II ESA, these transformers pose a REC to the subject property.

- A former wastewater lagoon currently filled with water on the northeastern portion of the subject property. According to the 2018 Phase I ESA, four wastewater lagoons were observed on the northeastern portion of the site during the site reconnaissance. The lagoons were approximately 40 by 40 feet and approximately 10 feet deep. The lagoons were dry at that time. Former wastewater lagoons pose a REC to the subject property.

- Stained concrete in the maintenance shop and south shed. Numerous deteriorating containers were stored in these areas; therefore, this staining poses a REC to the subject property.

- Presence of a former landfill on the northern portion of the subject property from as early as 1950 until 1989, according to the 2018 Phase I ESA report. The waste deposited in the landfill was from brick plant operations and included off-specification clays and bricks, wooden pallets, demolition rubble from kilns, floor sweepings, and other material generated during production. Additives and binder chemicals used in production included phosphoric acid, pellet, pitch, chromium oxide, and phenolic resin. These additives and binders were mixed with clays during production. Disposal of these as raw materials did not occur in the landfill; these were incorporated into finished product, disposal of which occurred in the landfill. According to the 2018 Phase I ESA report, groundwater samples collected from four monitoring wells surrounding the landfill were not contaminated. However, the date of sampling and actual analytical results were not included in the 2018 Phase I ESA report; nor was the analytical report provided to the Toeroek Team for this TBA. The landfill was approximately 6 to 10 feet deep when closed. Missouri Department of Natural Resources (MDNR) issued final closure of the landfill on December 22, 1965. The exact date of cessation of landfill operation is unknown. Historical aerial photographs indicate apparent continued use of that area for deposit of waste until sometime in the 1990s after the MDNR final closure. Presence of the former landfill on the subject property poses a REC to the subject property.

- Historical uses of the subject property as a firebrick manufacturing facility as early as 1920 and for railroad operations as early as 1904, based on a review of the facilities listed within the EDR-Radius Map with GeoCheck report and the chain-of-title search that revealed the following, posing a REC to the subject property:

    - The subject property (National Refractories & Minerals Corp.) is listed in the Facility Index System/Facility Registry System (FINDS), Enforcement & Compliance

History Information (ECHO), Integrated Compliance Information System (ICIS), Missouri (MO) Site Management and Reporting System (SMARS) (twice), and Resource Conservation and Recovery (RCRA) Non Generator/No Longer Regulated (NonGen/NLR) databases. The subject property had an air and RCRA permit for its operation as a clay refractory manufacturing facility. The National Refractories & Minerals Corp received an informal administrative notice of violation of its air permit. The subject property is listed in the SMARS database for its enrollment in the Superfund program.

- The subject property (Wellsville Firebrick) is listed in the Aerometric Information Retrieval System (AIRS) and SMARS databases. The subject property is listed in the SMARS database for its enrollment in the voluntary cleanup program (VCP). The subject property had an air permit for manufacturing firebricks.

- The subject property (Covenant Recycling) is listed in the AIRS database. The Covenant Recycling site applied for an air permit, but it was not required.

- According to the chain-of-title search, the subject property operated as the Wellsville Firebrick Company since 1920. Also identified were several right-of-way and lease agreements for railroads, oil and gas, and pipelines dating to as early as 1904.

- During a hazardous materials survey at the subject property, approximately 280,145 square feet (SF) and 1,155 linear feet (LF) of ACM were identified. Presence of asbestos-containing material (ACM) poses a business environmental risk (BER) to the subject property.

- During a hazardous materials survey at the subject property, approximately 9,323 SF and 2,110 LF of lead-based paint (LBP) were identified. Presence of LBP poses a BER to the subject property.

- Fluorescent tube lamps were observed throughout the subject property. None appeared to be broken. Presence of the fluorescent tube lamps poses neither a REC nor a business environmental risk (BER) to the subject property.

During the 2020 Phase II ESA at the subject property, VOCs, SVOCs, TPH, PCBs, and metals were detected in soil and groundwater samples collected within the following areas: east of and adjacent to the former elevated electrical transformer pad, within the bulk fuel loading and unloading area, and within the western portion of the former landfill. Sampling results from soil and groundwater were compared to the following:

- EPA Regional Screening Levels (RSLs) (soil) under residential and industrial scenarios;

- EPA Soil Screening Levels (SSLs) (soil) for protection of groundwater with a dilution attenuation factor (DAF) of 20 (DAF of 20 was used because of depth to known groundwater supply wells in the area) (EPA 2020); and

- EPA Maximum Contaminant Levels (MCLs) (groundwater), and Missouri Risk-based Corrective Action (MRBCA) Lowest Default Target Levels (LDTLs) and MRBCA Tier I Risk Based Target Levels (RBTLs) for residential and non-residential soil in Type 3 (clayey) soils.

These comparisons indicated elevated concentrations of petroleum constituents likely associated with historical operations. Several of these detections exceeded residential EPA RSLs, EPA SSLs, EPA MCLs, and Missouri RBTLs, indicating likely occurrence of a release. No detection exceeded a non-residential RBTL. Petroleum constituents found in soil and groundwater at the subject property could pose an unacceptable risk to residential and non-residential receptors at the subject property.

Recommendations

Based on results of this Phase I ESA, the Toeroek Team recommends the following:

- A licensed asbestos abatement contractor should remove all regulated ACM cited above before demolition work disturbs the material. The removed waste must be transported to a disposal site approved to accept non-friable ACM. If the building is to be renovated and any of the above-cited ACM materials are not to be disturbed, then they may remain in place.
- If LBP surfaces are impacted during renovations or during demolition, the Toeroek Team recommends the contractor conducting the renovations comply with the Occupational Safety and Health Administration (OSHA) Lead in Construction Standard, 29 CFR Part 1926.62. If the materials containing LBP are removed during renovation activities, a sample should be collected from the debris pile for toxicity characteristic leaching procedure (TCLP) analysis (40 CFR 261.24). Representative samples should be collected and analyzed for all eight metals specified in 40 CFR Part 261.24 (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver). This would allow determination of the proper method of disposal of these materials.
- Based on analytical results from surface soil, subsurface soil, and groundwater samples during the 2020 Phase II ESA, further investigation and/or remediation appears warranted. If the soil is to be disturbed or the building is to be demolished during redevelopment, a soil management plan may be required to protect construction or utility workers. Isolated areas where concentrations of contaminants exceed residential RSLs or RBTLs may require additional excavation or capping.

1.0 INTRODUCTION

The U.S. Environmental Protection Agency (EPA) tasked Toeroek Associates, Inc. (Toeroek) and its teaming subcontractor, Tetra Tech, Inc. (Tetra Tech), hereafter "Toeroek Team," with provision of technical support to the EPA Region 7 Brownfields Program under Contract 68HERH19D0018, Task Order (TO) 68E0719F0190. EPA Region 7 requested that the Toeroek Team conduct a Phase I Environmental Site Assessment (ESA) as part of a Targeted Brownfields Assessment (TBA) of the Wellsville Firebrick Plant site (the subject property) located at 1199 Highway 19 in Wellsville, Montgomery County, Missouri (Appendix A, Figure 1). The subject property encompasses approximately 79.05 acres including two lakes, four former wastewater lagoons, and several vacant on-site structures. Observed vacant structures include an office, warehouse, production buildings, laboratory, scale house, and pump house, all with associated parking lots comprising approximately 283,140 square feet (SF) of total building space (Appendix A, Figure 2).

The Missouri Department of Natural Resources (MDNR) asked EPA Region 7 to assist the Wulff Brothers Masonry Corporation under the TBA program to assess current environmental conditions at the subject property. As part of the TBA, the Toeroek Team performed a Phase II ESA of the subject property in 2020 (Toeroek 2021a), based on findings of a previous Phase I ESA conducted in 2018 (Terracon Associates, Inc. [Terracon] 2018). EPA also tasked the Toeroek Team to conduct a new Phase I ESA of the subject property to identify (1) recognized environmental conditions (RECs), historical RECs (HRECs), and controlled RECs (CRECs) to the subject property; and (2) the nature of contamination and risks posed by the contamination, if present. The ESA accorded with the *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, ASTM International (ASTM) designation E1527-13 (ASTM 2013), and otherwise complied with EPA's "All Appropriate Inquiries" Rule (AAI Rule) (Title 40 *Code of Federal Regulations* [40 CFR] Part 312). For the purpose of this TBA, the *users* are defined as EPA, MDNR, the current landowner, and potential purchasers (ASTM 2013 [Section 3.2.98]). A new Phase I ESA is required to meet ASTM requirements for recency.

1.1 PURPOSE

The primary goal of this Phase I ESA was to identify RECs, HRECs, and CRECs to the subject property. A REC is presence or likely presence of any hazardous substance or petroleum product in, on, or at a subject property: (1) due to any release to the environment, (2) under conditions indicative of a release to the environment, or (3) under conditions that pose a material threat of a future release to the environment. The term includes hazardous substances or petroleum products, even under conditions in compliance with

laws. The term is not intended to include de minimis conditions that generally do not present a material risk of harm to public health or the environment, and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies (ASTM 2013 [Section 1.1.1]). An HREC is a past release of any hazardous substance or petroleum product that has occurred in connection with the subject property, and has been addressed to the satisfaction of the applicable regulatory authority, or has met unrestricted use criteria established by a regulatory authority without subjecting the subject property to any required controls (ASTM 2013 [Section 3.2.42]). A CREC is a REC resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls (ASTM 2013 [Section 3.2.18]). This Phase I ESA also identifies business environmental risks (BER). A BER is a non-scope consideration under ASTM E1527-13 (i.e., it is described and defined by ASTM but not covered under this practice). A BER is defined as a potential environmental business risk to our clients, even though the ASTM definition of a REC, CREC, or HREC is not met.

This Phase I ESA is intended to satisfy one of the requirements for the innocent landowner defense, the contiguous property exemption, and the bona fide prospective purchaser exemption to Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability: that is, the practices that constitute "all appropriate inquiry into the previous ownership and uses of the subject property consistent with good customary practice," as defined in 42 *U.S. Code* Section 9601(35)(B).

1.2 SCOPE OF WORK

EPA developed a scope of work (SOW) for TBA activities at the subject property. The SOW, based on ASTM designation E1527-13, was to identify RECs, HRECs, and CRECs to the subject property. Phase I ESAs typically proceed in four phases, including: (1) records review; (2) site reconnaissance; (3) interviews with current and previous owners and occupants of the subject property, adjacent property owners and occupants, and local government agencies; and (4) preparation of a report.

Any items listed in the ASTM standard that the report does not explicitly identify as present can be assumed not present within the subject property or within such distance to the subject property as to be of potential concern to the subject property. Any item mentioned but not specifically identified as a REC, HREC, or CREC can be assumed not a REC, HREC, or CREC.

1.3 SIGNIFICANT ASSUMPTIONS

The following are beyond the scope of this evaluation: sampling and analysis for radon in indoor air, and for lead in drinking water; evaluations of indoor and/or outdoor air quality, regulatory compliance, industrial hygiene, and noise impacts; and identification of geological or geotechnical hazards.

1.4 DEVIATIONS

Deletions or deviations from ASTM E1527-13 or the SOW are as follows. For each deviation noted, the Toeroek Team Environmental Professional (EP) has conducted an analysis of the data gaps or failures and impacts of these on the Toeroek Team's ability to render an opinion regarding conditions indicative of releases or threatened releases of petroleum products or hazardous substances.

- Historical documentation does not precede development of the property. The earliest historical sources are title documentation from 1867, when the property was owned by private individuals; however, the developed use at this time is unknown. Based on documentation of use of the subject property in all other reviewed historical information, inability to assess the property from initial development does not impact the Toeroek Team's ability to render an opinion regarding RECs, HRECs, or CRECs.
- No interviews with adjacent property owners or occupants were conducted. ASTM Practice E1527-13 does not require interviews with adjacent property owners unless a property has been abandoned and potential unauthorized uses or evidence of uncontrolled access to the abandoned property is apparent. The EP believes that information obtained from other adjacent property owners or occupants likely would not be additional to that obtained from other resources.
- Time gaps of more than five years were noted in available historical information. Based on documentation of consistent use of the subject property in all reviewed historical information, presence of time gaps does not impact the Toeroek Team's ability to render an opinion regarding RECs, HRECs, or CRECs.

1.5 LIMITATIONS AND EXCEPTIONS

This report was based partially on information the Toeroek Team received from outside sources and other information available in the public domain. Conclusions and opinions reported herein are based on the information the Toeroek Team obtained in compiling the report. This information is on file at the Toeroek Team's office in Kansas City, Missouri. The Toeroek Team makes no warranty as to accuracy of statements by others that the report may convey; nor are any other warranties or guarantees, expressed or implied, included or intended by the report except that preparation of it accorded with current, generally accepted practices and standards consistent with the level of care and skill exercised under similar circumstances by other professional consultants or firms performing the same or similar services. Because

the facts forming the basis for the report are subject to professional interpretation, differing conclusions could be reached. The Toeroek Team does not assume responsibility for discovery and elimination of hazards that could possibly cause accidents, injuries, or damage. Compliance with submitted recommendations or suggestions does not assure elimination of hazards or fulfillment of the client's obligations under local, state, or federal laws, or any modifications to such laws. None of the work performed hereunder shall constitute or be represented as a legal opinion of any kind or nature but shall be a representation of findings of fact from records examined.

1.6 SPECIAL TERMS AND CONDITIONS

There were no special terms or conditions for the Phase I ESA.

1.7 STATEMENT OF USER RELIANCE

The Toeroek Team is not required to verify independently the information provided to it by the user or gathered throughout the course of this Phase I ESA. For this Phase I ESA, EPA Region 7 and the Wellsville Firebrick Plant may rely on information provided unless knowledge is possessed that certain information is incorrect based on additional information obtained during the Phase I ESA or otherwise known by the person preparing this report.

2.0 SITE LOCATION AND LEGAL DESCRIPTION

This section briefly describes the subject property and the physical setting based on information obtained from EPA Region 7, Wellsville Firebrick Plant, and a records review prior to the site reconnaissance. Observations during the site reconnaissance regarding current land uses at the subject property and adjoining properties are described in Section 4.0.

2.1 SITE LOCATION AND LEGAL DESCRIPTION

The subject property is at 1199 Highway 19 in Wellsville, Montgomery County, Missouri, and is depicted on the Wellsville, Missouri, U.S. Geological Survey (USGS) 7.5-minute topographic series map (USGS 1984) (Appendix A, Figure 1). Coordinates at the approximate center of the subject property are 39.084 degrees north latitude and 91.580 degrees west longitude.

2.2 SITE AND VICINITY GENERAL CHARACTERISTICS

The subject property encompasses approximately 79.05 acres including two lakes, four wastewater lagoons, and several on-site structures. Observed structures include an office, warehouse, production buildings, laboratory, scale house, and pump house, all with associated parking lots comprising approximately 283,140 SF of total building space (Appendix B, Figure 2).

The subject property lies within a rural area, northwest of Wellsville, Missouri. It is bounded to the north by agricultural land and a former railroad line; to the east by agricultural land and Little Coon Creek to the east and north; to the south by Highway 19, with agricultural land beyond; and to the west by wooded and agricultural land and one residence, with Highway 19 beyond.

2.3 CURRENT AND PAST USES OF THE SITE

Currently, the subject property is a vacant former brick manufacturing facility. A local farmer uses portions of the production building for storing farm equipment. In 1917, the site was developed with a firebrick manufacturing plant in the center portion of the subject property. The northern portion of the site was mined for clay from as early as the 1940s to as late as the 1970s. A landfill was on the northern portion of the site from as early as 1950 until 1989 (Terracon 2018). Historical uses of the subject property are further discussed in Section 6.2.

2.4 DESCRIPTIONS OF STRUCTURES, ROADS, AND OTHER IMPROVEMENTS ON THE SITE

The subject property includes two lakes, four wastewater lagoons, and several on-site structures that include an office building, warehouse, production buildings, laboratory building, scale house, pump house, and associated parking lots encompassing approximately 283,140 SF of total building space. Access to the subject property is from the west via Highway 19.

2.5 CURRENT AND PAST USES OF ADJOINING/SURROUNDING PROPERTIES

Current and past uses of the surrounding area are agricultural. See Section 6.2 for additional details regarding past uses of the surrounding properties.

2.6 GEOLOGIC, HYDROGEOLOGIC, HYDROLOGIC, AND TOPOGRAPHIC CONDITIONS

The following sections describe the environmental setting of the subject property and surrounding area.

2.6.1 Topography

The subject property is included on the Wellsville, Missouri, USGS 7.5-minute topographic series map (USGS 1984). The subject property is approximately 800 feet above mean sea level (amsl) (Appendix A, Figure 1). The topographic gradient of the subject property and regionally is primarily to the north-northwest (Environmental Data Resources Inc. [EDR] 2021b).

2.6.2 Geologic Setting

The subject property is within the Dissected Till Plains Physiographic Region (Missouri Department of Natural Resources [MDNR] 2021). According to the Geologic Units section of the Missouri Geographic Information System (GIS) Database reviewed in October 2020, geology at the subject property includes Pennsylvanian Marmaton Group sediments consisting of cyclic layers of sandstone, limestone, shale, and clay, with some workable coal beds (MDNR 2021).

Soil at the subject property has been classified according to U.S. Department of Agriculture (USDA) Soil Conservation Services Web Soil Survey reviewed in November 2020. The soil is the Mexico Silt Loam with 0 to 4 percent slopes. This poorly drained soil is on ridges and summits, and consists of clay, silt loam, and silty clay loam (USDA 2021).

2.6.3 Hydrogeology

The surficial aquifer system of the region consists of unconsolidated sand and gravel, and is divided into three parts: stream-valley aquifers, the Mississippi River Valley alluvial aquifer, and glacial-drift aquifers (USGS 1997). The subject property is in the area of glacial-drift aquifers, which consist of complex interbedding of fine- and coarse-grained material characteristic of the glacial deposits ranging in thickness between 100 and 200 feet, but can exceed 300 feet in local areas in eastern Missouri. Meltwater created an extensive stream network in front of the advancing ice, and the streams deposited gravel, sand, and finer sediments as alluvium along the courses of preglacial bedrock valleys. Yields of wells completed in the glacial-drift aquifers vary significantly, ranging from less than 10 to about 1,000 gallons per minute. Movement of water in the glacial-drift aquifers is from recharge areas to discharge areas along major modern streams. Much of the water moves along short flow paths to the nearest surface-water body, where it discharges. Some water follows longer flow paths and discharges to regional drains. A small amount of the water percolates downward and enters underlying bedrock aquifers.

The complex interbedding of permeable and poorly permeable sediments in the glacial-drift aquifers results in a large number of local confining units (USGS 1997). Accordingly, water in these aquifers is under unconfined conditions in some places and confined conditions in other places. Where several sand and clay beds are stacked, water levels in each of the stacked sand beds may differ. The potentiometric surface of the glacial-drift aquifers is, therefore, a composite surface and indicates only the general configuration of water levels.

The chemical quality of the water in the glacial-drift aquifers generally is suitable for most uses. Typically, the water is hard and a calcium bicarbonate type. Concentrations of dissolved solids in water from these aquifers usually are less than 500 milligrams per liter (mg/L) but exceed 3,900 mg/L in places (USGS 1997).

The City of Wellsville currently purchases its drinking water from the Clarence Cannon Wholesale Water Commission, which draws water from the North Fork of the Salt River in Mark Twain Lake in nearby Monroe County (McNally 2011). A search of the MDNR Well Information Management System (WIMS) revealed presence of two abandoned water supply wells at the Wellsville Firebrick plant (MDNR 2021). Both were drilled to a depth of 450 feet below ground surface (bgs), suggesting that usable groundwater is quite deep at the subject property. A search of MDNR WIMS for water wells within a 1-mile radius of the subject property indicated presence of one domestic water supply well located approximately 0.75 mile northeast of the subject property, drilled to 231 feet bgs.

The hydrologic gradient at the subject property is not known but may be inferred to be consistent with the topographic gradient, which extends primarily to the north-northwest. Groundwater depth and direction likely vary with seasonal changes, precipitation, and other unknown hydrogeologic features. Static water level at the subject property was approximately 10 to 20 feet bgs, although limited yield was reported via direct-push borings.

2.6.4 Hydrology

Most of the subject property is flat; however, surface water likely flows to the north-northwest toward Little Coon Creek, which borders the northern and eastern portions of the subject property. Two adjoining lakes are on the south side of the property and encompass a combined 9 acres. Depths are unknown.

3.0 USER-PROVIDED INFORMATION

The following summarizes information provided by EPA Region 7 and Wulff Brothers Masonry Corporation (users) regarding the Phase I ESA.

3.1 EXISTING STRUCTURE INFORMATION AND DRAWINGS

The Toeroek Team received no drawings of or information about existing structures.

3.2 SUMMARY OF TITLE INFORMATION

The Toeroek Team requested a chain-of-title search pertaining to the subject property from Open Window Title. A summary of the chain-of-title is detailed in Section 6.2.1. The Wulff Brothers Masonry Corporation currently owns the property.

3.3 ENVIRONMENTAL LIENS OR ACTIVITY AND USE LIMITATIONS

The Toeroek Team requested of EDR an environmental lien search pertaining to the subject property; EDR's search (Appendix B) identified no environmental liens or activity and use limitations (AUL) regarding the subject property (EDR 2021a).

3.4 SPECIALIZED KNOWLEDGE

The Toeroek Team did not receive any specialized knowledge pertaining to this Phase I ESA.

3.5 OWNER, SITE MANAGER, AND OCCUPANT INFORMATION

The Wulff Brothers Masonry Corporation owns the subject property. The subject property was unoccupied at the time of site reconnaissance, except for portions of the main production building leased by a local farmer for equipment storage.

3.6 REASON FOR PERFORMING PHASE I ESA

EPA requested this Phase I ESA on behalf of the MDNR and the Wulff Brothers Masonry Corporation. This Phase I ESA intends to satisfy one of the requirements for the innocent landowner defense to CERCLA liability: that is, the practices that constitute "all appropriate inquiry into the previous ownership and uses of the property consistent with good customary practice," as defined in 42 *U.S. Code* §9601(35)(B).

4.0 SITE RECONNAISSANCE

Toeroek Team member Mr. Ryan Slanczka conducted the site reconnaissance on April 29, 2021. Photographic documentation of the site reconnaissance is in Appendix C.

4.1 METHODOLOGY AND LIMITING CONDITIONS

The site reconnaissance consisted of a visual inspection of the subject property in accordance with requirements set forth in 40 CFR Part 312. The purpose of the reconnaissance of the subject property was to seek out "conditions indicative of releases or threatened releases" as required by ASTM E1527-13. The Toeroek Team conducted the reconnaissance of the subject property for evidence of the following:

- Use, storage, treatment, disposal, or generation of hazardous substances, "controlled substances," or petroleum products;
- Landfills, dumps, or evidence of burial activities or solid waste disposal;
- Aboveground storage tanks (ASTs), underground storage tanks (USTs), drums, or containers capable of storing hazardous substances or petroleum products;
- Transformers or other electrical or mechanical equipment potentially containing polychlorinated biphenyls (PCB);
- Evidence of petroleum-based heating fuel sources;
- Drains, pits, sumps, cisterns, cesspools, or similar receptacles where liquids drain, collect, or are stored;
- Pits, ponds, lagoons, or open pools likely to contain hazardous substances or petroleum products or waste;
- Staining on pavement or areas of dead, distressed, discolored, or stained vegetation that may indicate RECs;
- Grading or fill material that may indicate contaminated soils or dumping; and
- Chemical smells, petroleum gases, foul odors, wells, and/or other site-specific environmental conditions.

Mr. Slanczka of the Toeroek Team mobilized to the subject property to observe current conditions and obtain additional information relevant to the Phase I ESA. He also observed the exteriors of adjacent and select nearby properties to assess presence of environmental concerns.

Any items listed in the ASTM method not identified in this section can be assumed not present. Likewise, any item mentioned but not identified as a REC can be assumed not a REC. The Toeroek Team offers general recommendations regarding the subject property in Section 8.0.

4.2 GENERAL SITE SETTING

The following sections describe the subject property's current and past uses, and exterior and interior features.

4.2.1 Site Description

The subject property encompasses approximately 79.05 acres including two lakes, four wastewater lagoons, and several on-site structures that include an office building, warehouse, production buildings, laboratory building, scale house, a pump house, and associated parking lots encompassing approximately 283,140 SF of total building space. The subject property buildings are vacant.

4.2.2 Exterior Observations

The subject property buildings are surrounded by parking lots. The subject property is surrounded by agricultural land. Subject property buildings are constructed of brick, mortar, concrete, and metal. Figure 2 in Appendix A illustrates the subject property location and boundaries.

4.2.3 Interior Observations

The subject property buildings are vacant except for a portion of the main production building leased by a local farmer for equipment storage. Interior finishes include brick and mortar, concrete, metal, wood paneling walls, and drywall. Flooring materials include vinyl floor tile, wood, and concrete.

4.3 SPECIFIC RECONNAISSANCE ITEMS

The following sections pertain to items observed during the site reconnaissance:

4.3.1 Hazardous Substances and Petroleum Products

The hazardous substances and petroleum products listed in Table 6-1 were observed throughout the subject property during the site reconnaissance.

TABLE 6-1

HAZARDOUS SUBSTANCES OBSERVED

Location	Name/Identification	Approximate Quantity	Container Type/Housekeeping
Throughout	Aerosols	115	Cans
Throughout	Binding Resins/Agents	5 totes (300-gallon), 32 drums (55-gallon), 35 1-gallon containers	Various containers
Throughout	Hydraulic Oil/Fluid	8 drums, 18 5-gallon buckets, 2 1-quart containers	Various containers
Throughout	Paint, Enamel, Adhesive	1 100-gallon tote, 37 1-quart containers	Various containers
Throughout	Bonding Mortar	12	200-pound containers
Throughout	Gasoline	20 gallons total	Various containers
Laboratory	Phosphoric Acid	2 drums, 4 1-gallon containers	Various containers
Throughout	Fire Extinguishers	Seven 5-pound canisters	canisters
North shed and maintenance shop	Used Oil	9 drums, 150 1-gallon containers	Various containers
Maintenance shop	Sealant	2	350-milliliter tubes
Production buildings	Furfuryl Alcohol	25	55-gallon drums
Production buildings	Ethanol	1	55-gallon drum

The Toeroek Team made every effort to inventory all of the hazardous substances and petroleum products on the subject property; however, some may not have been included based on the size of the property and number of containers present.

The majority of these containers appeared to be in poor condition (for example, rusting, dented, or with ill-fitting lids) and stored in a manner that could result in a release; therefore, these containers pose a REC to the subject property.

4.3.2 Hazardous Waste

Fluorescent tube lamps were observed throughout the subject property. None appeared to be broken. Presence of the fluorescent tube lamps does not pose a BER to the subject property.

Containers observed throughout the subject property buildings included 300-gallon totes, 55-gallon drums, 5-gallon containers, 1-gallon paint cans, and various other sizes and types of containers. Some of these containers were empty, but others were full or partially full. All of the containers were in poor condition and stored in a manner that could result in a release; therefore, these containers pose a REC to the subject property.

4.3.3 Landfills, Dumps, Burials, or Solid Waste Disposal

Approximately 200 tires were observed on the subject property during the site reconnaissance. Most of the tires were observed to the west of the production buildings. A pile of bollards with concrete was observed to the north of the scales building. Presence of the tires and bollards does not pose a REC to the subject property.

Mr. Slanczka observed solid waste including scrap metal, empty containers, and general trash throughout the subject property buildings. This non-hazardous waste does not pose a REC to the subject property.

According to the 2018 Phase I ESA report (Terracon 2018), a landfill was present on the northern portion of the subject property from as early as 1950 until 1989. Waste deposited in the landfill was from brick plant operations and included off-specification clays and bricks, wooden pallets, demolition rubble from kilns, floor sweepings, and other material generated during production. Additives and binder chemicals used in production included phosphoric acid, pellet, pitch, chromium oxide, and phenolic resin. These additives and binders were mixed with clays during production. Disposal of these in the landfill did not occur as raw materials, but these were incorporated into finished product, disposal of which occurred in the landfill. According to the 2018 Phase I ESA, groundwater samples collected from four monitoring wells surrounding the landfill were not contaminated. However, the date of sampling and actual analytical results were not included in the 2018 Phase I ESA report; nor was the analytical report provided to the Toeroek Team for this TBA. The landfill was approximately 6 to 10 feet deep when closed. MDNR issued final closure of the landfill on December 22, 1965 (Terracon 2018). The exact date of cessation of the landfill operation is unknown. Historical aerial photographs indicate continued disposal of wastes in the landfill area until sometime in the 1990s after the MDNR final closure. Presence of the former landfill poses a REC to the subject property.

No other landfills, dumps, burials, or solid waste disposal was observed during the site reconnaissance.

4.3.4 Storage Tanks

Mr. Slanczka observed an empty, approximately 10,000-gallon storage tank in the northeast portion of the production building. A liquid propane tank was observed on the southeast side of the office building.

No staining was observed around these ASTs, and they all appeared to be in good condition; therefore, these ASTs do not pose a REC to the subject property.

A 275-gallon used oil AST was observed within secondary containment in the north shed. The containment was partially filled with used oil; however, it did not appear that the oil had leaked from the containment. Therefore, this AST does not pose a REC to the subject property.

Mr. Slanczka observed concrete foundations from former ASTs south of the maintenance shop. The area was vegetated with standing water, so potential for staining could not be assessed. Presence of former ASTs poses a REC to the subject property.

No other evidence of storage tanks was observed on the subject property during the site reconnaissance.

4.3.5 Polychlorinated Biphenyls (PCB)-containing Equipment

Six pole-mounted transformers were observed southwest of the maintenance shop. During the 2020 Phase II ESA (Toeroek 2021a), soil samples were collected beneath the transformers. Some of the highest concentrations of volatile organic compounds (VOCs), semivolatile organic compounds (SVOCs), total petroleum hydrocarbons (TPHs), PCBs, and metals were detected in soil and groundwater samples collected east of and adjacent to the former elevated electrical transformer pad (Soil Boring [SB]-8 and SB-9). Based on results of the Phase II ESA, these transformers pose a REC to the subject property.

A pole-mounted transformer was observed on the southwest side of the production buildings. The transformer had a non-PCB containing sticker; therefore, this transformer does not pose a REC to the subject property.

4.3.6 Heating, Ventilation, and Air Conditioning (HVAC) System and Fuel Source

Mr. Slanczka observed three pad-mounted air conditioning units and a liquid propane tank on the southeast side of the office building. Ceiling-mounted heating units were observed in the south shed. Presence of the air conditioning units, propane tanks, and ceiling-mounted heating units does not pose a REC to the subject property building.

No other HVAC systems were observed during the site reconnaissance.

4.3.7 Drains, Sumps, Pools of Liquids, Standing Water, Cisterns, and Cesspools

Standing water was observed on the southeastern portion of the subject property from recent rain events. Presence of this standing water does not pose a REC to the subject property.

No other drains, sumps, pools of liquids, standing water, cisterns, or cesspools were observed on the subject property during the site reconnaissance.

4.3.8 Pits, Ponds, and Lagoons

Mr. Slanczka observed a flooded pit in the northwest portion of the production buildings. A drum was floating in the water, and the water was bluish-green. Additional pits were observed in the laboratory building and the maintenance shop building. Historical use of the pits is unknown. Presence of discolored water within the floor pit in the production building poses a REC to the subject property.

A former sewage lagoon currently filled with water was observed on the northeastern portion of the subject property. According to the 2018 Phase I ESA, four wastewater lagoons were observed on the northeastern portion of the site during the site reconnaissance. The lagoons were approximately 40 by 40 feet and approximately 10 feet deep (Terracon 2018). The lagoons were dry at the time of inspection. The former wastewater lagoons pose a REC to the subject property.

No other pits, ponds, or lagoons were observed on the subject property at the time of the site reconnaissance.

4.3.9 Stains or Corrosion and Stained Soil or Pavement

Mr. Slanczka observed stained concrete in the maintenance shop and south shed. Numerous deteriorating containers were stored in these areas; therefore, this staining poses a REC to the subject property.

Mr. Slanczka observed no other stains or corrosion on the subject property during the site reconnaissance.

4.3.10 Areas of Dead, Distressed, Discolored, or Stained Vegetation

No areas of dead, distressed, discolored, or stained vegetation were observed on the subject property during the site reconnaissance.

4.3.11 Possible Fill, Grading, or Solid Waste Disposal

The subject property was likely graded and filled during construction of the subject property buildings. No other possible fill, grading, or solid waste disposal was observed on the subject property during the site reconnaissance.

4.3.12 Smells of Chemical Gases, Petroleum Products, or Noxious Odors

No smells of chemical gases or petroleum products were detected at the time of the site reconnaissance.

4.3.13 Wastewater and Stormwater Systems and Discharges

Four former wastewater lagoons are present on the northeast portion of the subject property. Presence of unlined wastewater lagoons poses a REC to the subject property.

Stormwater at the subject property either infiltrates the ground or follows local surface topography.

4.3.14 Wells and Potable Water Supply

Four monitoring wells are within the northeast portion of the subject property near the former landfill. Due to overgrown vegetation, these wells were not observed during the site reconnaissance. According to the 2018 Phase I ESA report (Terracon 2018), groundwater samples collected from the four wells were not contaminated. The sampling date and actual analytical results were not included in the 2018 Phase I ESA report; nor was the analytical report provided to the Toeroek Team for this TBA. Presence of monitoring wells does not pose a REC to the subject property. The landfill is discussed in Section 4.3.3. No other wells were observed on the subject property during the site reconnaissance.

4.3.15 Lead-based Paint (LBP)

ASTM Practice E1527-13 does not require a survey or testing for presence of LBP. The Toeroek Team performed a hazardous materials survey at the subject property in February 2021 (Toeroek 2021b). Results of the LBP survey are discussed in Section 6.2.8.

4.3.16 Asbestos-containing Materials (ACM)

ASTM Practice E1527-13 does not require testing for presence of ACM. The Toeroek Team performed a hazardous materials survey at the subject property in February 2021. Results of the ACM survey are discussed in Section 6.2.8.

4.3.17 Other Site-specific Environmental Conditions

No other site-specific environmental conditions were noted during the site reconnaissance.

4.4 VICINITY RECONNAISSANCE

The subject property lies within a rural area, northwest of Wellsville, Missouri. It is bounded to the north by agricultural land and a former railroad line; to the east by agricultural land and Little Coon Creek to the east and north; to the south by Highway 19, with agricultural land beyond; and to the west by wooded and agricultural land and one residence, with Highway 19 beyond.

5.0 INTERVIEWS

The objective of interviews is acquisition of information concerning RECs to the subject property. The Toeroek Team obtained this information verbally and in written form, as indicated below. Interviewees were cooperative and forthcoming with information, unless otherwise specified. Interview documentation is in Appendix D.

5.1 INTERVIEW WITH OWNER

Mr. Phil Wulff, subject property owner, completed an ASTM user questionnaire regarding the subject property (Appendix D). Mr. Wulff also had been interviewed during the previous Phase I ESA in 2018. Mr. Wulff has owned the subject property since the 2010s, and he currently lets a local farmer store farm equipment in the subject property buildings. He referred to black sludge in the mixing building hopper as molasses formerly used in the brick manufacturing process. Mr. Wulff stated that MDNR had issued a closure letter regarding the landfill in the early 1990s (Terracon 2018). The black sludge was not observed during the site reconnaissance.

Mr. Wulff was not aware of (1) any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, or from the subject property; (2) any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the subject property; or (3) any notices from any government entity regarding any possible environmental violations relating to hazardous substances or petroleum products.

5.2 INTERVIEWS WITH KEY SITE MANAGER

Mr. Wulff was interviewed as discussed in Section 5.1.

5.3 INTERVIEWS WITH CURRENT OCCUPANTS

The subject property is currently unoccupied; therefore, no current occupants were interviewed.

5.4 INTERVIEWS WITH PAST SITE OWNERS/OCCUPANTS

No interviews with past subject property owners or occupants occurred, as they probably would not have provided information to the Toeroek Team not already obtained from other sources.

5.5 INTERVIEWS WITH LOCAL/STATE GOVERNMENT OFFICIALS

The Toeroek Team also submitted a Sunshine law records request to MDNR for additional information regarding the subject property. A response from MDNR was pending at the time of completion of this report. MDNR provided files regarding the former landfill at the subject property during the previous Phase I ESA. This information is summarized in Section 4.3.3.

6.0 RECORDS REVIEW

The purpose of the records review is to obtain and review records that will help identify RECs to the subject property.

6.1 ENVIRONMENTAL RECORDS SOURCES

The following sources of environmental records were accessed and reviewed as part of this assessment:

6.1.1 Environmental Database Search

Federal, state, regional, and local records were reviewed to assess whether the subject property or facilities within the approximate minimum search distance have undergone significant unauthorized releases of hazardous substances or other events with potentially adverse environmental effects. EDR performed a database search regarding the subject property in accordance with the ASTM E1527-13.

The databases searched have been developed and are updated by federal, state, and local agencies. While these databases are reliable and comprehensive, cases have occurred of out-of-date reported information that no longer reflects actual facility conditions. The Government Records Searched/Data Currency Tracking section of the EDR report in Appendix E specifies when each database was updated (EDR 2021b).

A review of the facilities listed within the EDR-Radius Map with GeoCheck report revealed the following that pose RECs to the subject property:

- The subject property (National Refractories & Minerals Corp.) is listed in the Facility Index System/Facility Registry System (FINDS), Enforcement & Compliance History Information (ECHO), Integrated Compliance Information System (ICIS), Missouri (MO) Site Management and Reporting System (SMARS) (twice), and Resource Conservation and Recovery (RCRA) Non Generator/No Longer Regulated (NonGen/NLR) databases. The subject property had an air permit for its operation as a clay refractory manufacturing facility. The National Refractories & Minerals Corp received an informal administrative notice of violation for its air permit. The facility was previously a small quantity generator of hazardous waste, but notified that generation of hazardous waste had ended by the year 2005. RCRA violations were reported associated with an inspection in the year 2000, but the facility came back into compliance the same day as the inspection. The subject property is listed in the SMARS database for its enrollment in the Superfund program.
- The subject property (Wellsville Firebrick) is listed in the Aerometric Information Retrieval System (AIRS) and SMARS databases. The subject property is listed in the SMARS database for its enrollment in the voluntary cleanup program (VCP). The subject property had an air permit for manufacturing firebricks.

- The subject property (Covenant Recycling) is listed in the AIRS database. The Covenant Recycling site applied for an air permit, but it was not required.

The subject property (Wellsville Firebrick Plant) is listed in the Asbestos database for an abatement project involving 120 SF of asbestos-containing refractory gasket in 1998. This database listing does not pose a REC to the subject property.

EDR identified database listings of facilities within ASTM-standard search distances from the subject property:

> An unnamed coal mine was identified 0.177 mile south of the subject property. According to EDR, the mine is no longer in operation. No further information was available. Presence of a nearby coal mine does not pose a REC to the subject property.

EDR identified one "orphan" facility (facilities which, because of poor or inadequate address information, could not be mapped by EDR). The subject property (Wellsville Firebrick Plant) was identified in the Asbestos database. This listing is discussed above with the subject property database listings.

6.1.2 Vapor Encroachment Screening

The Toeroek Team completed an initial vapor encroachment screening to determine if a vapor encroachment condition (VEC) exists in the subsurface below any proposed subject property structures from hazardous substances, petroleum, and petroleum products that can include VOCs, SVOCs, and/or inorganic volatile compounds. The Tier 1 non-invasive vapor encroachment screening assessed presence of chemicals of concern within the following approximate recommended minimum search distances specified in ASTM E2600-15 *Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions* (ASTM 2015):

Area of Concern Approximate Minimum Search Distances Surrounding the Subject Property (miles)		
Standard Environmental Record Sources (where available)	**Chemicals of Concern**	**Petroleum Hydrocarbon Chemicals of Concern**
Federal NPL	0.33	0.10
Federal CERCLIS	0.33	0.10
Federal RCRA CORRACTS	0.33	0.10
Federal RCRA non-CORRACTS TSD	0.33	0.10
Federal RCRA Generators	Subject Property Only	Subject Property Only
Federal Institutional Control/Engineering Control	Subject Property Only	Subject Property Only
Federal ERNS	Subject Property Only	Subject Property Only
State and Tribal-equivalent NPL	0.33	0.10
State and Tribal-equivalent CERCLIS	0.33	0.10
State and Tribal Landfill or Solid Waste Disposal Sites	0.33	0.10

Area of Concern Approximate Minimum Search Distances Surrounding the Subject Property (miles)		
State and Tribal LUST	0.33	0.10
State and Tribal UST	0.33	0.10
State and Tribal Institutional Control/Engineering Control	Subject Property Only	Subject Property Only
State and Tribal Voluntary Cleanup	0.33	0.10
State and Tribal Brownfield	0.33	0.10

Notes:

CERCLIS	Comprehensive Environmental Response, Compensation, and Liability Information System	NPL	National Priorities List
		RCRA	Resource Conservation and Recovery Act
CORRACTS	RCRA Corrective Action Activity	TSD	RCRA Treatment, Storage, and Disposal
ERNS	Emergency Response Notification System	UST	Underground Storage Tank
LUST	Leaking Underground Storage Tank		

Based on results of the initial vapor encroachment screening, no listings with chemicals of concern were identified in the EDR VEC report within the minimum search distances (EDR 2021c).

6.1.3 Valuation Reduction for Environmental Issues

The Toeroek Team received no information on valuation reduction. The Toeroek Team requested of EDR an environmental lien and AUL search pertaining to the subject property. No liens or AULs were identified in the EDR report (EDR 2021a).

6.1.4 Engineering and Institutional Controls

As part of the environmental records search by EDR, federal and state databases for institutional and engineering controls were searched, including EPA's Engineering Controls Sites List and Sites with Institutional Controls, and the U.S. Department of the Navy's Land Use Control Information System. No engineering or institutional controls were found pertaining to the subject property.

6.1.5 Title Records

The Toeroek Team requested a chain-of-title search pertaining to the subject property from Open Window Title. A summary of the chain-of-title is detailed in Section 6.2.1. The Wulff Brothers Masonry Corporation currently owns the subject property.

6.2 HISTORICAL USE INFORMATION REGARDING THE SITE AND ADJOINING PROPERTIES

Historical data regarding the subject property and surrounding area were gathered to determine past uses and evaluate visible environmental issues that may pose RECs. The following sections describe results of a chain-of-title search and examinations of property tax files, building department records, aerial photographs, Sanborn maps, topographic maps, city directories, and past environmental reports available regarding the subject property.

6.2.1 Historical Property Ownership

The Toeroek Team requested a chain-of-title search pertaining to the subject property from Gateway Title. Table 6-2 presents the results of the chain-of-title search pertaining to the subject property (Open Window Title 2021) (Appendix F-1).

TABLE 6-2

CHAIN-OF-TITLE SUMMARY

Date Executed	Transaction Description	Type	Book	Page
Section 21				
3/25/1954	Minnie Haines to Wellsville Fire Brick Company	Warranty Deed	174	40
9/28/1957	Minnie Haines to Wellsville Fire Brick Company	Indenture/ Agreement	181	4
6/24/1960	Minnie Haines to Wellsville Fire Brick Company	General Warranty Deed	186	79
7/10/1960	Minnie Haines to Wellsville Fire Brick Company	Indenture/ Agreement	184	85
12/28/1972	New Florence Fire Brick Company to Wellsville Fire Brick Company	Quit-Claim Deed (Clay Rights)	237	258
7/6/1981	Burlington Northern Railroad Company to Wellsville Fire Brick Company	Quit-Claim Deed	265	570
1/11/1985	Minnie Haines to Wellsville Fire Brick Company	Quit-Claim Deed	281	518
6/13/1996	Wellsville Fire Brick Company and Lorraine Harness	Boundary Line Agreement	0370	528
Section 27				
8/18/1903	Sammuel and Caroline Kneipfel to David and Emma Lehnen	Warranty Deed	124	553
8/24/1904	David and Emma Lehnen and State of Missouri and Burlington & Quincy Railroad Company	Agreement	67	173
1/24/1914	M.F. & Minnie Haines to The Prairie Oil & Gas Company	ROW	89	515
9/30/1927	Mathias & Minnie Haines to Chicago, Burlington & Quincy Railroad Company	Warranty Deed	126	180

Date Executed	Transaction Description	Type	Book	Page
10/4/1927	Emma Lehnen, Edith Moluton, Ralph Lehnen, Hallie Lehnen to Chicago Burlington & Quincy Railroad Company	Warranty Deed	124	553
11/16/1966	Olin and Mildred Barton to Wellsville Fire Brick Company	General Warranty Deed (Clay Rights)	211	259
12/28/1972	New Florence Fire Brick Company to Wellsville Fire Brick Company	General Warranty Deed (Clay Rights)	237	258
Unknown	Burlington Northern Railroad Company to Wellsville Fire Brick Company	Quit-Claim Deed	265	570
8/11/1995	Wellsville Fire Brick Company and Panhandle Eastern Pipe Line Company	Lease	362	726
11/14/2003	US Bankruptcy Court for the Northern District of California Oakland Division to National Refractories & Minerals Corporation	Order Authorizing Sale	503	160
11/14/2003	WFB Liquidating Corporation, f/k/a Wellsville Firebrick Company to Harry Houf & Sons Contractors INC.	General Warranty Deed	503	328
11/14/2003	WFB Liquidating Corporation f/k/a Wellsville Firebrick Company to Cecil Wells Harness, Jr.	General Warranty Deed	503	333
Unknown	TB Management	Warranty Deed	504	311
Section 28				
11/2/1867	Thomas Musick to Frank Delamater	Warranty Deed	E	198
12/4/1867	Issac Williard to Frank Delamater	Warranty Deed	E	430
2/15/1868	Thomas Musick to Frank Delamater	Warranty Deed	H	25
12/22/1881	Frank Delamater to Edward Delamater	Warranty Deed	14	171
12/22/1881	Frank Delamater to Edward Delamater	Deed	14	171
5/17/1901	M.H. & A. J. Garvard to Joseph Portucheck.	General Warranty Deed	5	4
7/12/1901	Mark & Amanda Garvard to Joseph & Frances Portucheck	General Warranty Deed	52	371
2/7/1905	Catharine and Matthea Folte to Joseph and Frances Portercheck	General Warranty Deed	68	78
2/7/1905	Supplying missing Link in Chain-of-Title Causes by Burning of Records	Deed of Confirmations	68	80
5/17/1910	M.H. and Amanda Garvard to Joseph Porterchuck	General Warranty Deed	1	5
1/14/1911	Edwin & Esther Delamater to Catherine McLaughlin	Warranty Deed	83	470
9/23/1912	Catherine McLaughlin to Joseph Mudd	Warranty Deed	88	207
9/5/1913	Joseph & Margaret Mudd to Louis DesRuisseaux	Warranty Deed	88	328
3/3/1914	Joseph and Frances Portercheck to Haines	Warranty Deed	88	130
10/3/1917	Louis & Annie DesRuisseaux to E.E. & J.D. Marlow	Warranty Deed	99	516
5/27/1918	E.E. & Emma Marlow to W.J. Gilbert	Warranty Deed	102	103
5/27/1918	E.E. & Emma Marlow to W.J. Gilbert	Warranty Deed	102	104
5/27/1918	E.E. & Emma Marlow to W.J. Gilbert	Warranty Deed	102	105
1/22/1918	Chicago and Burlington & Quincy Rail Road	Lease	100	274
7/15/1920	W.J. & Anna Gilbert to The Wellsville Fire Brick Company	Warranty Deed	109	57
6/13/1922	M.F. & Minnie Haines to State of Missouri	ROW	113	2
6/5/1926	Mathias & Minnie Haines to State of Missouri	ROW	122	76

Date Executed	Transaction Description	Type	Book	Page
10/20/1927	Mathias and Minnie Haines to Chicago, Burlington & Quincy Railroad Company	ROW Easement	126	180
1/13/1932	M.F. & Minnie Haines and Pan-Handle Eastern Pipe Line Co	ROW Easement	128	601
1/22/1932	M.F. & Minnie Haines to Pan-Handle Eastern Pipe Line Company	Lease	128	612
12/22/1933	M.F. & Minnie Haines to State of Missouri	ROW	122	318
4/14/1941	M.F. & Minnie Haines to J.M. White	Warranty Deed	145	352
4/14/1941	J.M. White to M.F. & Minnie Haines	Warranty Deed	145	353
6/15/1983	Joseph Portercheck to Quincy Burlington Railroad Company	General Warranty Deed	67	6
5/24/1985	William Young to Wellsville Fire Brick Company	Quit-Claim Deed	281	674
5/24/1985	Minnie Haines to William & Oriet Young	General Warranty Deed	288	465
8/25/1995	Wellsville Fire Brick Company and PanHandle Eastern Pipe Line Company	Lease	362	726
7/17/1996	Dennis Kallash Surveying Engineering for Wulff Brothers Masonry	Survey	B	41
12/29/2010	Robert & Judith Lanphier to Wulff Brothers Masonry Corporation	General Warranty Deed	653	629
11/13/2011	Amanda Garwood to Joseph Portercheck	Warranty Deed	84	137
5/17/2012	Joseph Portercheck to William Hynn	Decree	84	394
Unknown	Unknown	Warranty Deed	567	185

Notes:

ROW Right-of-way

The subject property operated as the Wellsville Firebrick Company by as early as 1920. Several identified right-of-way and lease agreements for railroads, oil and gas, and pipelines dated to as early as 1904. Historical uses of the subject property as a firebrick manufacturing facility as early as 1920 and for railroad operations as early as 1904 pose a REC to the subject property.

6.2.2 Property Tax Files

EDR did not have access to property tax records pertaining to the subject property or surrounding properties (EDR 2021d) (Appendix F-2). No property tax files were available through the county assessor.

6.2.3 Building Department Records

Building department records at local governments can indicate permission to construct, alter, or demolish improvements at a subject property. No records were available pertaining to the subject property or surrounding properties (EDR 2021e) (Appendix F-3).

6.2.4 Aerial Photographs

The Toeroek Team reviewed aerial photographs of the subject property and surrounding area from years 1956, 1972, 1980, 1984, 1990, 1995, 2006, 2009, 2012, and 2016 (EDR 2021f) (Appendix F-4). Table 6-3 below summarizes information obtained from the aerial photographs.

TABLE 6-3

SUMMARY OF AERIAL PHOTOGRAPHS

Year	Comments
1956	**Subject Property:** The subject property appears to be developed with a large industrial building. A disturbed area, possibly the former landfill, is visible to the north of the subject property buildings. **Surrounding Properties:** The subject property is bounded to the north by a railroad and a creek, to the east by agricultural land, to the south by North Highway 19, and to the west by agricultural land and a lake.
1972	**Subject Property:** The subject property appears similar to the 1956 photograph with two additional buildings (current office and laboratory), a wastewater lagoon on the northeast of the subject property, and two lakes on the southern portion of the subject property along both sides of the access drive. **Surrounding Properties:** Surrounding properties appear similar to the 1956 photograph, except the lake to the west of the subject property is no longer present.
1980	**Subject Property:** The subject property appears similar to the 1972 photograph with four large ASTs on the southeast portion of the subject property. A railroad spur extends from the northeastern corner of the subject property through the center of the subject property, to the south of the buildings. Two more wastewater ponds are on the northeast portion of the subject property, and the landfill area has extended to the north. **Surrounding Properties:** Surrounding properties appear similar to the 1972 photograph. The City of Wellsville appears more developed to the southeast of the subject property.
1984	**Subject Property:** The subject property appears similar to the 1980 photograph. **Surrounding Properties:** Surrounding properties appear similar to the 1980 photograph.
1990	**Subject Property:** The subject property appears similar to the 1984 photograph. **Surrounding Properties:** Surrounding properties appear similar to the 1984 photograph.
1995	**Subject Property:** The subject property appears similar to the 1990 photograph. **Surrounding Properties:** Surrounding properties appear similar to the 1990 photograph.
2006	**Subject Property:** The subject property appears similar to the 1995 photograph. Three of the four ASTs at the southeast corner of the subject property have been removed. It appears that the landfill on the northern portion of the subject property is no longer active. **Surrounding Properties:** Surrounding properties appear similar to the 1995 photograph.
2009	**Subject Property:** The subject property appears similar to the 2006 photograph. **Surrounding Properties:** Surrounding properties appear similar to the 2006 photograph.
2012	**Subject Property:** The subject property appears similar to the 2009 photograph. **Surrounding Properties:** The surrounding properties appear similar to the 2009 photograph.

Year	Comments
2016	**Subject Property:** The subject property appears similar to the 2012 photograph. The rest of the tanks at the southeast corner have been removed. **Surrounding Properties:** The surrounding properties appear similar to the 2012 photograph.

Aerial photographs can be used in conjunction with other historical records presented in this section to determine previous land use on the subject property. The subject property appears to have been developed as an industrial facility since at least as early as 1956. Landfill operations were visible from as early as 1956 until the late 1990s. Historical use of the subject property for industrial purposes and a landfill poses a REC to the subject property.

6.2.5 Sanborn Map Report

The Toeroek Team requested Sanborn fire insurance maps of the subject property located at 1199 Highway 19 and the surrounding areas; however, none were available (EDR 2021g) (Appendix F-5).

6.2.6 Historical Topographic Maps

Topographic maps can be used as indicators of land use and structural changes on the subject property, and thus can help determine historical land use that might pose an environmental issue to the subject property. The Toeroek Team reviewed historical USGS topographic maps of the subject property and surrounding area from years 1890, 1942, 1973, 1984, and 2015 (EDR 2021h) (Appendix F-6). Table 6-4 summarizes information obtained from the historical topographic maps of the subject property and surrounding area.

TABLE 6-4

SUMMARY OF HISTORICAL TOPOGRAPHIC MAPS

Year	Description
1890 Mexico 1:24,000	**Subject Property:** No structures are depicted on the subject property. **Surrounding Properties:** A road and railroad line are located southwest of the subject property. Streets and buildings appear in the town of Wellsville to the southeast of the subject property.
1942 Mexico 1:24,000	**Subject Property:** Multiple structures, roads, and railroad spurs are on the subject property. **Surrounding Properties:** The area surrounding the subject property appears similar to its depiction on the 1890 map. The City of Wellsville appears bigger, and a couple of structures are adjacent to the subject property.

Year	Description
1973 Mexico 1:24,000	**Subject Property:** The subject property hosts a large industrial building and five outbuildings. A sewage disposal pond is on the northeast portion of the subject property, and two lakes are on either side of the access drive on the southern portion of the subject property. **Surrounding Properties:** The area surrounding the subject property appears similar to its depiction on the 1942 map.
1984 Mexico 1:24,000	**Subject Property:** The subject property appears similar to its depiction on the 1973 map. **Surrounding Properties:** The area surrounding the subject property appears similar to its depiction on the 1973 map.
2015 Mexico 1:24,000	**Subject Property:** The subject property appears similar to its depiction on the 1984 map. No structures appear on this map. **Surrounding Properties:** The area surrounding the subject property appears similar to its depiction on the 1984 map. No structures appear on this map.

Topographic maps can be used in conjunction with other historical records presented in this section to determine previous land use on the subject property. The subject property seems to have been developed as early as 1942, including multiple buildings. On the 1973 map, a large industrial structure appears. A sewage disposal pond was on the northeast portion of the subject property from at least as early as 1973 to 1984. Historical industrial use of the subject property and presence of sewage disposal ponds pose a REC to the subject property.

6.2.7 City Directories

The Toeroek Team reviewed city directory listings of the subject property and nearby properties for years 2000, 2005, 2010, and 2014 (EDR 2021i) (Appendix F-7). Table 6-5 summarizes information found in the city directories. Additional businesses on adjoining properties are also listed in Table 6-5; however, only businesses whose normal operations could pose an environmental threat are listed.

TABLE 6-5

SUMMARY OF HISTORICAL CITY DIRECTORIES

Property Address	Property Occupant(s)
Subject Property	
1199 North Highway 19	Wellsville Fire Brick Co. (2000), Robert R Lanphier (2010), Crystal Connor (2014)
Nearby Properties	
841 North Highway 19	IBP Hog Buying Station (2005, 2010)
919 North Highway 19	Gene Fort (2000, 2005, 2010), Glen R May (2014)
934 North Highway 19	Wesley Angel (2000, 2010, 2014)
1032 North Highway 19	Lindell Hildebrand (2000), Leta M Hildebrand (2005), Occupant Unknown (2010), Roger E Eckler (2014)
1093 North Highway 19	Betty Dodson (2000, 2005, 2010, 2014)
1098 North Highway 19	Vincent Garufi (2000, 2010, 2014), Virginia Nation (2005)
1100 North Highway 19	RV Nation (2005, 2010, 2014)
1102 North Highway 19	James E Gooch (2005, 2010, 2014)
1104 North Highway 19	Curtis Nation (2000, 2010), James D Nation (2005, 2014)
1130 North Highway 19	William H McClain (2005, 2010, 2014)
1131 North Highway 19	Allan H Oleary (2000)
1134 North Highway 19	Charles F Rauch (2000), Charles C Rauch (2005, 2010, 2014)
1213 North Highway 19	Danny A Bickell (2010, 2014)
1229 North Highway 19	Frank Koester (2000, 2005, 2010, 2014)

City directories can be used in conjunction with other historical records presented in this section to determine previous land use on the site. Review of city directories revealed occupation of the subject property by Wellsville Fire Brick Company in 2000 and by private individuals in 2010 and 2014. All nearby properties are used for residential or agricultural purposes. Historical use of the subject property as a firebrick manufacturing facility poses a REC to the subject property.

6.2.8 Previous Reports

Terracon identified the following RECs during a Phase I ESA at the subject property in November 2018 (Terracon 2018):

- **Historical Industrial Facility On-site:** A fire brick manufacturing facility operated at the subject property since 1917, including several ASTs and underground piping to convey "aircraft fuel." As a result of these operations, the Phase I ESA report concluded that petroleum, heavy metals, and solvent product likely had been released at the subject property.
- **Historical Landfill On-site:** Fill material contained within the former landfill derived from unknown sources, and contents of the material are unknown, therefore posing potential for environmental impact.

The Phase I ESA report; therefore, recommended an additional investigation to evaluate subsurface conditions at the subject property.

The Toeroek Team conducted a Phase II ESA in October 2020 to confirm or eliminate the RECs identified by Terracon during the 2018 Phase I ESA (Toeroek 2021a). The Toeroek Team collected surface soil, subsurface soil, and groundwater samples, and submitted them for analyses for the following parameters: VOCs, SVOCs, TPH – gasoline-range organics (GRO), TPH – diesel-range organics (DRO), TPH – oil-range organics (ORO), and Resource Conservation and Recovery Act (RCRA) metals (including mercury). Analyzed additionally for PCBs were samples from two soil borings (SB-8 and SB-9) advanced in the vicinity of the six pad-mounted transformers located southeast of the kilns.

Sampling results during this Phase II ESA indicated presence of VOCs, SVOCs, TPH, PCBs (soil only), and metals in soil and groundwater at the subject property.

Highest concentrations of VOCs, SVOCs, TPHs, PCBs, and metals were detected in soil and groundwater samples collected within the following areas: east of and adjacent to the former elevated electrical transformer pad (SB-8 and SB-9), within the bulk fuel loading and unloading area (SB-10 and SB-11), and within the western portion of the former landfill (SB-22 and SB-23). Sampling results from soil and groundwater were compared to the following:

- EPA RSLs (soil) under residential and industrial scenarios
- EPA Soil Screening Levels (SSLs) (soil) for protection of groundwater with a dilution attenuation factor (DAF) of 20 (DAF of 20 was used because of depth to known groundwater supply wells in the area) (EPA 2020)
- EPA Maximum Contaminant Levels (MCLs) (groundwater), and Missouri Risk-based Corrective Action (MRBCA) Lowest Default Target Levels (LDTLs) and MRBCA Tier I Risk Based Target Levels (RBTLs) for residential and non-residential soil in Type 3 (clayey) soils.

These comparisons indicated elevated concentrations of petroleum constituents likely associated with historical operations. Several of these detections exceeded residential EPA RSLs, EPA SSLs, EPA MCLs, and Missouri RBTLs, indicating likely occurrence of a release. No detected analyte concentration exceeded a non-residential RBTL.

Human exposure risks could be mitigated by (1) removal of surface soil and replacement with clean fill prior to grading work; (2) prevention of excavation into subsurface soils; and (3) substitution of use of potable water from municipal sources for use of water from on-site groundwater wells. Tetra Tech recommends development of a risk management plan specifying ways to prevent transport of these containments through the environment, following final determination of future use of the subject property.

The current owner of the subject property, Doc Wulff, is interested in selling the subject property depending on findings from this Phase II ESA. The subject property is in a rural area and is surrounded by farmland. Based on analytical results from surface soil, subsurface soil, and groundwater samples, further investigation and/or remediation appears warranted. If the soil is to be disturbed or the building is to be demolished during redevelopment, a soil management plan may be required to protect construction or utility workers. Isolated areas where concentrations of contaminants exceed residential RSLs or RBTLs may require additional excavation or capping (Toeroek 2021a).

The Toeroek Team also conducted a hazardous material survey at the subject property in February 2021 that identified ACM, LBP, and hazardous materials at the buildings on the subject property (Toeroek 2021b).

The ACM survey revealed presence of ACM (including friable ACM) in the following materials:

- Transite panels (approximately 275,000 SF) on exterior walls, kiln ceilings, and roof of the Main Plant;
- Window glaze (approximately 200 linear feet [LF]) on exterior windows of the Main Plant (friable);
- 24- to 48-inch pipe insulation (approximately 775 LF) in the kiln area of the Main Plant (friable);
- Grey 9- x 9-inch floor tile (approximately 150 SF) in the central office of the Main Plant;
- Window glaze (approximately 60 LF) on exterior doors of the Main Plant (friable);
- Door insulation (approximately 100 SF) in the kiln doors in the Main Plant (friable);
- Insulation (approximately 50 SF) in the kiln vent openings in the Main Plant (friable);
- Grey and blue 9- x 9-inch floor tile and associated mastic (approximately 2,500 SF) in the hallway, room 1, room 2, room 7, room 9, and room 10 in the Office Building;
- Brown 9- x 9-inch floor tile and associated mastic (approximately 550 SF) in room 3, room 6, and room 8 in the Office Building;
- Black sink undercoat (approximately 5 SF) on the sink in room 6 in the Office Building;
- Red linoleum sheet flooring (approximately 60 SF) in room 6 in the Office Building;
- Penetration sealant (approximately 25 SF) on the basement walls in the Office Building;
- Window glaze (approximately 20 LF) on grey wood doors of the Office Building (friable);
- Window caulk (approximately 55 LF) on exterior windows of the Office Building;
- Green floor tile and associated black mastic (approximately 900 SF) in the west office area of the Laboratory;
- Cement board (approximately 575 SF) on the central lab walls in the Laboratory;
- Caulk (approximately 45 LF) around exterior windows of the Laboratory;
- Roofing felt (approximately 80 SF) on the roof of the Scale House; and

- Roofing felt (approximately 150 SF) on the roof of the Pump House.

Approximately 9,323 SF and 2,110 LF of various colors of LBP on a variety of substrates were identified throughout the buildings. Most of the material identified as LBP was damaged in some way (that is, chipped or peeling).

The survey included an inventory of household waste and other hazardous materials. The Toeroek Team recommended proper disposal of the materials prior to demolition of the subject property building, based on characteristics of those materials.

7.0 FINDINGS AND OPINIONS

The following significant findings and opinions resulted from the Phase I ESA:

- The Toeroek Team identified the following RECs to the subject property:
    - Hazardous materials and wastes throughout the subject property ranging in size from 1-gallon containers to 300-gallon totes. All of the containers were in poor condition and stored in a manner that could result in a release; therefore, these containers pose a REC to the subject property.
    - Concrete foundations from former ASTs south of the maintenance shop. The area was vegetated with standing water, so potential for staining could not be assessed. Presence of former ASTs poses a REC to the subject property.
    - A flooded pit in the northwest portion of the production buildings. A drum was floating in the water and the water was bluish-green. Additional pits were observed in the laboratory building and the maintenance shop building. The historical use of the pits is unknown. Presence of discolored water within the floor pit in the production building poses a REC to the subject property.
    - Six pole-mounted transformers southwest of the maintenance shop. During the 2020 Phase II ESA, soil samples were collected beneath the transformers. Some of the highest concentrations of VOCs, SVOCs, TPH, PCBs, and metals were detected in soil and groundwater samples collected east of and adjacent to the former elevated electrical transformer pad (SB-8 and SB-9). Based on results of the Phase II ESA, these transformers pose a REC to the subject property.
    - A former wastewater lagoon currently filled with water on the northeastern portion of the subject property. According to the 2018 Phase I ESA, four wastewater lagoons were observed on the northeastern portion of the site during the site reconnaissance. The lagoons were approximately 40 by 40 feet and approximately 10 feet deep. The lagoons were dry at that time. Former wastewater lagoons pose a REC to the subject property.
    - Stained concrete in the maintenance shop and south shed. Numerous deteriorating containers were stored in these areas; therefore, this staining poses a REC to the subject property.
    - Presence of a former landfill on the northern portion of the subject property from as early as 1950 until 1989, according to the 2018 Phase I ESA report. The waste deposited in the landfill was from brick plant operations and included off-specification clays and bricks, wooden pallets, demolition rubble from kilns, floor sweepings, and other material generated during production. Additives and binder chemicals used in production included phosphoric acid, pellet, pitch, chromium oxide, and phenolic resin. These additives and binders were mixed with clays during production. Disposal of these as raw materials did not occur in the landfill; these were incorporated into finished product, disposal of which occurred in the landfill. According to the 2018 Phase I ESA report, groundwater samples collected from four monitoring wells surrounding the landfill were not contaminated. However, the date of sampling and actual analytical results were not included in the 2018 Phase I ESA report; nor was the analytical report provided to the Toeroek Team for this TBA. The landfill was

approximately 6 to 10 feet deep when closed. MDNR issued final closure of the landfill on December 22, 1965. The exact date of cessation of landfill operation is unknown. Historical aerial photographs indicate apparent continued use of that area for deposit of waste until sometime in the 1990s after the MDNR final closure. Presence of the former landfill on the subject property poses a REC to the subject property.

- Historical uses of the subject property as a firebrick manufacturing facility as early as 1920 and for railroad operations as early as 1904, based on a review of the facilities listed within the EDR-Radius Map with GeoCheck report and the chain-of-title search that revealed the following, posing a REC to the subject property:

  - The subject property (National Refractories & Minerals Corp.) is listed in the FINDS, ECHO, ICIS, MO SMARS (twice), and RCRA NonGen/NLR databases. The subject property had an air and RCRA permit for its operation as a clay refractory manufacturing facility. The National Refractories & Minerals Corp received an informal administrative notice of violation of its air permit. The subject property is listed in the SMARS database for its enrollment in the Superfund program.

  - The subject property (Wellsville Firebrick) is listed in the AIRS and SMARS databases. The subject property is listed in the SMARS database for its enrollment in the VCP. The subject property had an air permit for manufacturing firebricks.

  - The subject property (Covenant Recycling) is listed in the AIRS database. The Covenant Recycling site applied for an air permit, but it was not required.

  - According to the chain-of-title search, the subject property operated as the Wellsville Firebrick Company since 1920. Also identified were several right-of-way and lease agreements for railroads, oil and gas, and pipelines dating to as early as 1904.

- During a hazardous materials survey at the subject property, approximately 280,145 SF and 1,155 LF of ACM were identified. Presence of ACM poses a BER to the subject property.

- During a hazardous materials survey at the subject property, approximately 9,323 SF and 2,110 LF of LBP were identified. Presence of LBP poses a BER to the subject property.

- Fluorescent tube lamps were observed throughout the subject property. None appeared to be broken. Presence of the fluorescent tube lamps poses neither a REC nor a BER to the subject property.

During the 2020 Phase II ESA at the subject property, VOCs, SVOCs, TPH, PCBs, and metals were detected in soil and groundwater samples collected within the following areas: to the east of and adjacent to the former elevated electrical transformer pad, within the bulk fuel loading and unloading area, and within the western portion of the former landfill. Sampling results from soil and groundwater were compared to the following:

- EPA RSLs (soil) under residential and industrial scenarios

- EPA SSLs (soil) for protection of groundwater with a DAF of 20 (DAF of 20 was used because of depth to known groundwater supply wells in the area) (EPA 2020)

- EPA MCLs (groundwater), and MRBCA LDTLs and MRBCA Tier I RBTLs for residential and non-residential soil in Type 3 (clayey) soils.

These comparisons indicated elevated concentrations of petroleum constituents likely associated with historical operations. Several of these detections exceeded residential EPA RSLs, EPA SSLs, EPA MCLs, and Missouri RBTLs, indicating likely occurrence of a release. No detection exceeded a non-residential RBTL. Petroleum constituents found in soil and groundwater at the subject property could pose an unacceptable risk to residential and non-residential receptors at the subject property.

8.0 CONCLUSIONS AND RECOMMENDATIONS

In conformance to the scope and limitations of ASTM E1527-13, the Toeroek Team has performed a Phase I ESA of the subject property at 1199 Highway 19 in Wellsville, Missouri. Exceptions to, or deletions from, this practice are described in Section 1.4 of this report. Based on available information, this assessment has revealed evidence of several RECs and BERs to the subject property, as described in Section 7.0.

Based on results of this Phase I ESA, the Toeroek Team recommends the following:

- A licensed asbestos abatement contractor should remove all regulated ACM cited above before demolition work disturbs the material. The removed waste must be transported to a disposal site approved to accept non-friable ACM. If the building is to be renovated and any of the above-cited ACM materials are not to be disturbed, they may remain in place.
- If LBP surfaces are impacted during renovations or during demolition, the Toeroek Team recommends the contractor conducting the renovations comply with the Occupational Safety and Health Administration (OSHA) Lead in Construction Standard, 29 CFR Part 1926.62. If the materials containing LBP are removed during renovation activities, a sample should be collected from the debris pile for toxicity characteristic leaching procedure (TCLP) analysis (40 CFR 261.24). Representative samples should be collected and analyzed for all eight metals specified in 40 CFR Part 261.24 (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver). This would allow determination of the proper method of disposal of these materials.
- Based on analytical results from surface soil, subsurface soil, and groundwater samples during the 2020 Phase II ESA, further investigation and/or remediation appears warranted. If the soil is to be disturbed or the building is to be demolished during redevelopment, a soil management plan may be required to protect construction or utility workers. Isolated areas where concentrations of contaminants exceed residential RSLs or RBTLs may require additional excavation or capping.

9.0 CERTIFICATION STATEMENT

Resumes of the Environmental Assessor who conducted the site reconnaissance and the EP who prepared the report and oversaw completion of this work are in Appendix G. We declare that, to the best of our professional knowledge and belief, we meet the definition of EP as defined in 40 CFR Part 312.10. We have the specific qualifications based on education, training, and experience to assess the nature, history, and setting of the subject property addressed in this report. We have developed and performed all appropriate inquiries in conformance to the standards and practices set forth in 40 CFR Part 312, and attest to the completeness and accuracy of information in this report.

If you have any questions concerning the findings and conclusions of this report, please contact Greg Hanna at 720-898-4102 or Kaitlyn Mitchell at 816-412-1742.

Greg Hanna
Toeroek Team Program Manager

Kaitlyn Mitchell
Toeroek Team Project Manager

10.0 REFERENCES

ASTM International (ASTM). 2013. *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. E1527-13.

ASTM International (ASTM). 2015. *Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions*. E2600-15.

Environmental Data Resources, Inc. (EDR). 2021a. EDR Environmental Lien and AUL Search. April 15.

Environmental Data Resources, Inc. (EDR). 2021b. EDR Radius Map with Geocheck. June 10.

Environmental Data Resources, Inc. (EDR). 2021c. EDR Vapor Encroachment Screening. June 10.

Environmental Data Resources, Inc. (EDR). 2021d. EDR Property Tax Map Report. April 13.

Environmental Data Resources, Inc. (EDR). 2021e. EDR Building Permit Report. April 13.

Environmental Data Resources, Inc. (EDR). 2021f. EDR Aerial Photo Decade Package. April 15.

Environmental Data Resources, Inc. (EDR). 2021g. EDR Sanborn Map Report. April 13.

Environmental Data Resources, Inc. (EDR). 2021h. EDR Historical Topographic Map Report. April 13.

Environmental Data Resources, Inc. (EDR). 2021i. EDR City Directory Abstract. April 14.

McNally, Mark. 2011. Clarence Cannon Wholesale Water Commission. Presentation. Annual Water Conference 2011. Accessed December 2020. http://tristatewater.org/wp-content/uploads/2011/11/Mark-McNally-Clarence-Cannon-Wholesale-Water-Commission.pdf

Missouri Department of Natural Resources (MDNR). 2021. Missouri Geological Survey Geosciences Technical Resource Assessment Tool. Accessed June 2021. https://apps5.mo.gov/geostrat/

Open Window Title Company, Inc. (Open Window Title). 2021. Chain-of-Title Report. Wulff Brothers Masonry Corporation. May 28.

Terracon Consultants, Inc. (Terracon). 2018. Phase I Environmental Site Assessment. Wellsville Firebrick Company, 1199 Highway 19, Wellsville, Missouri. November 6.

Toeroek Associates, Inc. (Toeroek). 2021a. Targeted Brownfields Assessment, Phase II Environmental Site Assessment, Wellsville Firebrick Plant, Wellsville, Montgomery County, Missouri. March 16.

Toeroek Associates, Inc. (Toeroek). 2021b. Targeted Brownfields Assessment, Hazardous Materials Survey, Wellsville Firebrick Plant, Wellsville, Montgomery County, Missouri. March 22.

U.S. Department of Agriculture (USDA). 2021. Web Soil Survey. Accessed April 2021. https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm

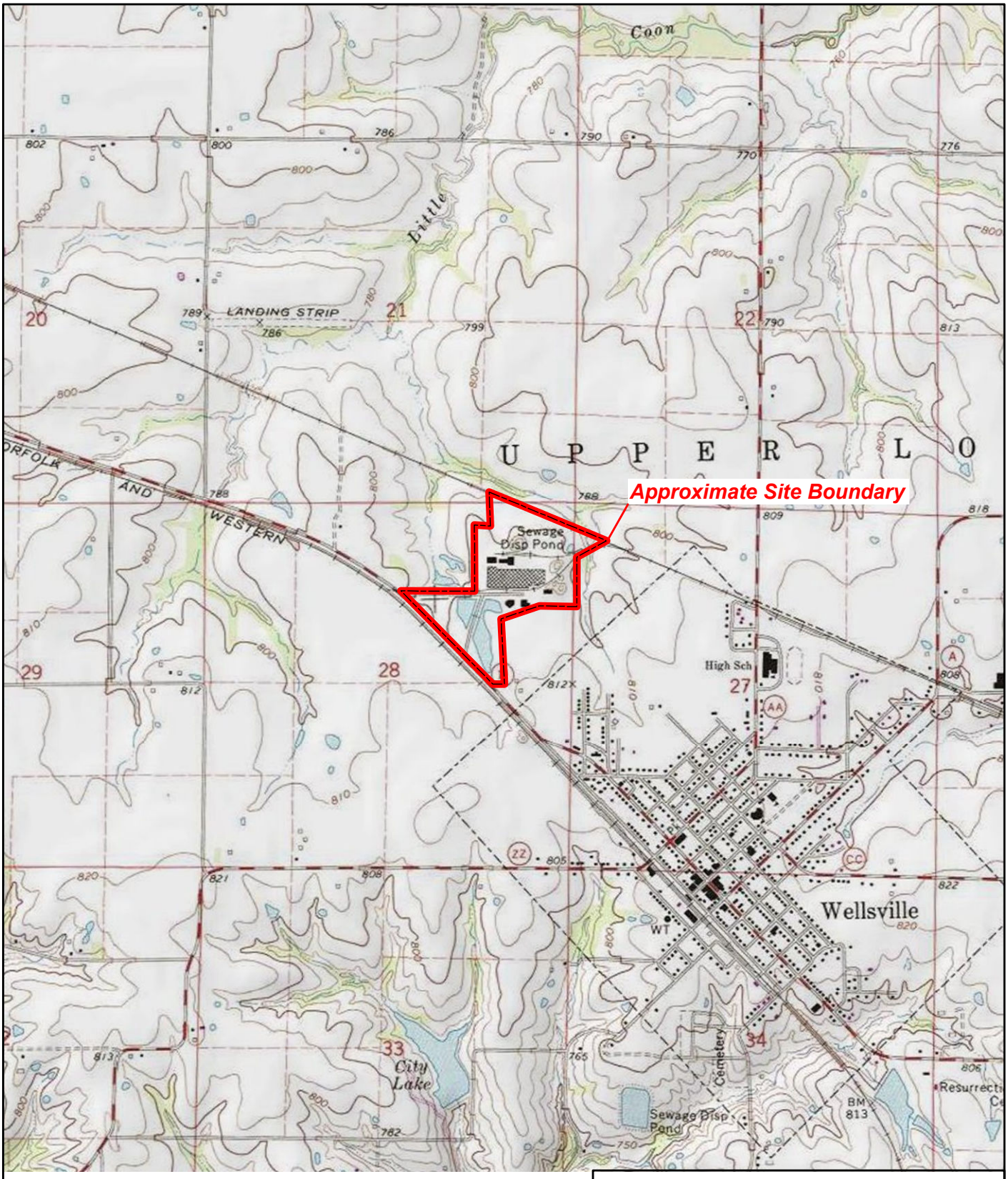
U.S. Environmental Protection Agency (EPA). 2020. Regional Screening Levels (RSLs) – Generic Tables. November. https://www.epa.gov/risk/regional-screening-levels-rsls-generic-tables

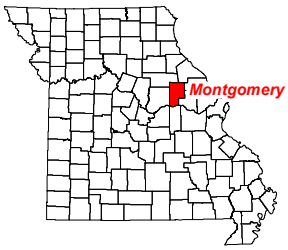
U.S. Geological Survey (USGS). 1984. Wellsville, Missouri Quadrangle. USGS 7.5-Minute Topographic Series.

U.S. Geological Survey (USGS). 1997. *Groundwater Atlas of the United States*: Kansas, Missouri, and Nebraska. Accessed in April 2021. http://pubs.usgs.gov/ha/ha730/gwa.html

APPENDIX A

FIGURES





N

0 1,000 2,000

Feet

Source: USGS Wellsville, MO 7.5 Minute Topo Quad, 1984

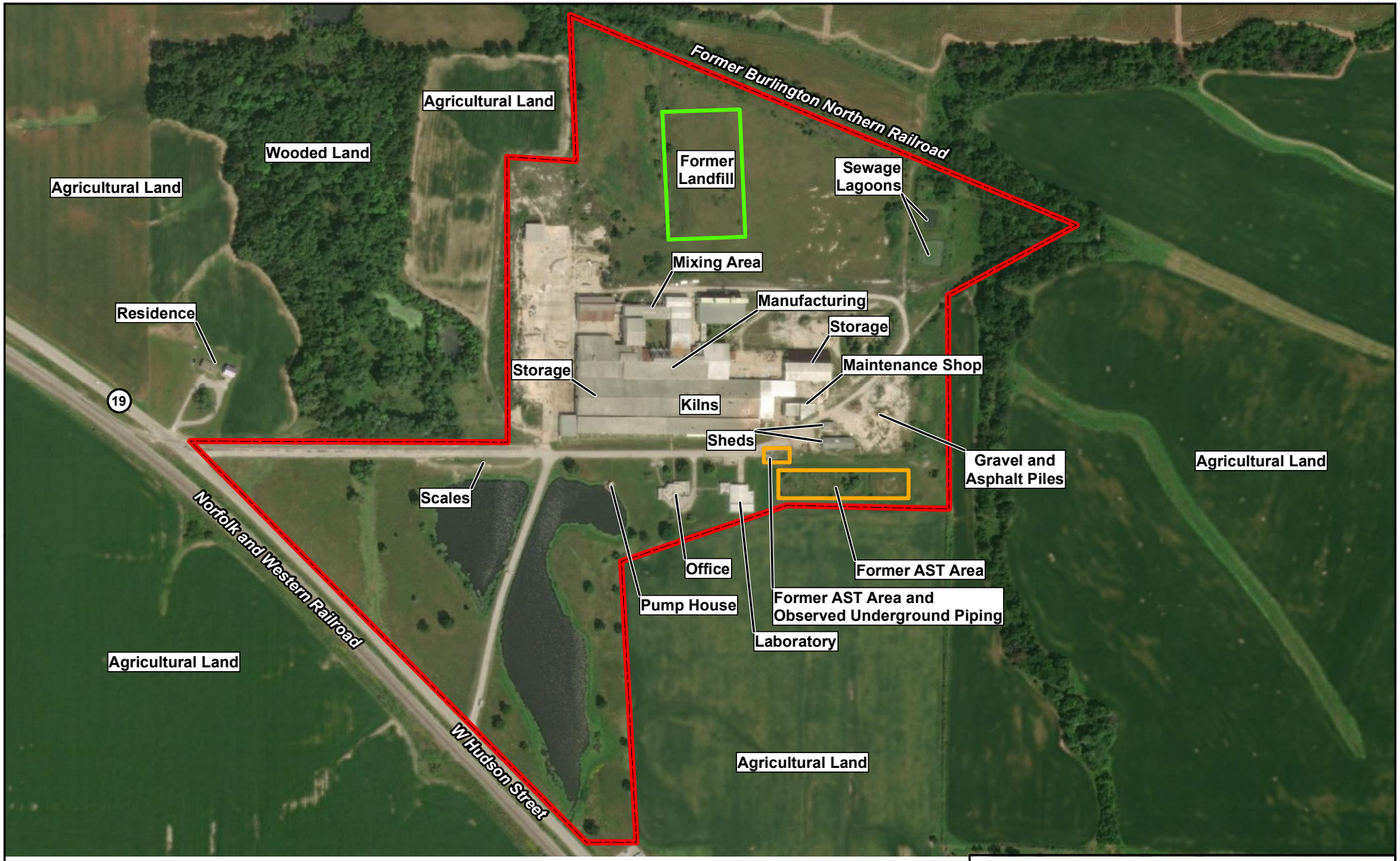
Wellsville Firebrick Plant
Wellsville, Missouri

Figure 1
Site Location Map

TETRA TECH

Date: 6/17/2020 Drawn By: Nick Wiederholt Project No: 103G65210190.04.02

X:\P65210190\04.02\Projects\mxd\Figure1.mxd



Legend

- Approximate site boundary
- Former AST area
- Former landfill
- AST Aboveground storage tank

N

0 240 480

Feet

Source: Esri, ArcGIS Online, World Imagery, 2014; Terracon, Wellsville Firebrick Company, Site Diagram, Exhibits 2 & 3, 2018.

Wellsville Firebrick Plant
Wellsville, Missouri

Figure 2
Site Layout Map

TETRA TECH

Date: 6/18/2020 Drawn By: Nick Wiederholt Project No: 103G65210190.04.02

X:\P\652\10\90\04.02\Projects\mxd\Figure2.mxd

APPENDIX B

EDR LIEN AND AUL SEARCH

WELLSVILLE FIREBRICK PLANT
1199 HIGHWAY 19
WELLSVILLE, MO 63384

Inquiry Number: 6447784.7S
APRIL 15, 2021

EDR Environmental Lien and AUL Search

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Environmental Lien and AUL Search

The EDR Environmental Lien Search Report provides results from a search of available current land title records for environmental cleanup liens and other activity and use limitations, such as engineering controls and institutional controls.

A network of professional, trained researchers, following established procedures, uses client supplied address information to:

- search for parcel information and/or legal description;
- search for ownership information;
- research official land title documents recorded at jurisdictional agencies such as recorders' offices, registries of deeds, county clerks' offices, etc.;
- access a copy of the deed;
- search for environmental encumbering instrument(s) associated with the deed;
- provide a copy of any environmental encumbrance(s) based upon a review of key words in the instrument(s) (title, parties involved, and description); and
- provide a copy of the deed or cite documents reviewed.

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

Disclaimer - Copyright and Trademark Notice

This report was prepared for the use of Environmental Data Resources, Inc., and AFX Research, LLC. (AFX) exclusively. This report is neither a guarantee of title, a commitment to insure, or a policy of title insurance. **NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WTH THIS REPORT**. Environmental Data Resources, Inc. (EDR) and AFX exclusively specifically disclaim the making of any such warranties, including without limitation, merchantability or fitness for a particular use or purpose. The information contained in this report is retrieved as it is recorded from the various agencies that make it available. The total liability is limited to the fee paid for this report.

Copyright 2021 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

EDR Environmental Lien and AUL Search

TARGET PROPERTY INFORMATION

ADDRESS

WELLSVILLE FIREBRICK PLANT
1199 HIGHWAY 19
WELLSVILLE, MO 63384

RESEARCH SOURCE

Source 1: MONTGOMERY COUNTY RECORDER'S OFFICE

Source 2: MISSOURI DEPARTMENT OF NATURAL RESOURCES

Source 3: UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

PROPERTY INFORMATION

Deed 1

Type of Deed:	WARRANTY DEED
Title is vested in:	WULFF BROTHERS MASONRY CORPORATION
Title received from:	ROBERT R LANPHIER AND JUDITH A LANPHIER
Date Executed:	12/27/2010
Date Recorded:	12/29/2010
Book:	653
Page:	629
Volume:	NA
Instrument#:	NA
Docket:	NA
Land Record Comments:	NA
Miscellaneous Comments:	NA

Legal Description: AS RECORDED IN THE DEED ATTACHED.

Current Owner: WULFF BROTHERS MASONRY CORPORATION

Property Identifiers: 04-8.0-28-000-000-001.000

Comments: NA

EDR Environmental Lien and AUL Search

ENVIRONMENTAL LIEN

Environmental Lien: Found ☐ Not Found ☒

Comments: NONE IDENTIFIED.

OTHER ACTIVITY AND USE LIMITATIONS (AULS)

Other AUL's: Found ☐ Not Found ☒

Comments: NONE IDENTIFIED.

EDR Environmental Lien and AUL Search

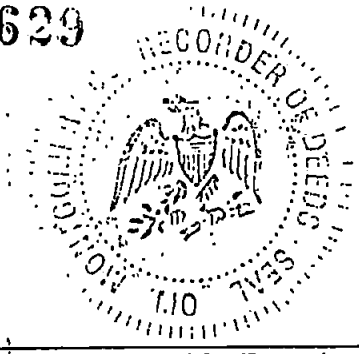
MISCELLANEOUS

Comments: NONE IDENTIFIED.

DEED EXHIBIT

TRL-Co Land
42

BOOK 653 PAGE 629



STATE OF MISSOURI
COUNTY OF MONTGOMERY
The foregoing instrument was filed for record in my office on the 29th day of December 20 10 at the hour of 9 o'clock and 39 minutes A M., and recorded in deed Book 653 on page 629

Witness my hand and office seal
Sheila See, Recorder of Deeds
Sheila See
By Kristy Kelling Deputy

(Space above reserved for Recorder of Deeds certification)

1. Title of Document: **General Warranty Deed**
2. Date of Document: **December 27, 2010**
3. Grantor(s): **ROBERT R. LANPHIER AND JUDITH A. LANPHIER, HUSBAND AND WIFE**
4. Grantee(s): **WULFF BROTHERS MASONRY CORPORATION**
5. Statutory Mailing Address(s): **1105 LAKEVIEW AVE, COLUMBIA, MO 65201**
6. Legal Description: **See Exhibit "A"**
7. Reference Book and Page(s): **N/A**

TCLTS
File # 6056.1

BOOK 653 PAGE 630

TCLTS
File # 6056.1

GENERAL WARRANTY DEED (Corporation)

THIS INDENTURE, Made on the 27th day of December, 2010 by and between

ROBERT R. LANPH ER AND JUDITH A. LANPH ER, HUSBAND AND W FE
of the County of ~~MONTGOMERY~~ TEXAS, in the State of Missouri, Party or Parties of the First Part:

WULFF BROTHERS MASONRY CORPORATION
A corporation, organized and existing under the laws of the State of MISSOURI with its principal office in the County of BOONE, in the State of MISSOURI, Party of the Second Part, and
(mailing address of said first named grantee is **1105 LAKEVIEW AVE, COLUMBIA, MO 65201**

WITNESSETH, that the said party of the First Part, in consideration of the sum of **ONE DOLLAR ($1.00)** and other good and valuable consideration to them paid by the said parties of the Second Part, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party/parties of the Second Part, his/her or their heirs and assigns, the following described Lots, Tracts, or Parcels of Land, lying, being and situate in the County of **Montgomery** and State of Missouri, to-wit:

See Exhibit "A" attached hereto and made a part hereof for complete legal description

SUBJECT TO Easements, Conditions, Restrictions, etc., of record, if any.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Parties of the Second Part, and unto their heirs and assigns, **FOREVER**, the said Party of the First Part herein, hereby covenanting that they are lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrance done or suffered by them or those under whom they claim, and that they will **WARRANT AND DEFEND** the title to the said premises unto the said Parties of the Second Part and unto their heirs and assigns, **FOREVER**, against the lawful claims and demands of all persons whomsoever, excepting however, the general taxes for the calendar year 2011 and thereafter and special taxes becoming a lien after the date of this deed, and the matters set out above.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be signed pursuant to due authority the day and year first above written.

Robert R. Lanphier

Judith A. Lanphier

BOOK 653 PAGE 631

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

On this 27th day of December, 2010, before me, Denise J Black, a Notary Public, personally appeared **ROBERT R. LANPHIER AND JUDITH A. LANPHIER, HUSBAND AND WIFE** to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal at my office in the County and State aforesaid, the day and year first above written.

Denise J Black

NOTARY PUBLIC
My Commission expires: 11-26-2011
Commissioned in Lincoln County

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

DENISE J. BLACK
My Commission Expires
November 26, 2011
Lincoln County
Commission #07536467

Exhibit A'

TRACT I· (A.K.A. SITE D)
A TACT OF LAND BEING A PART OF SECTIONS 21, 27 AND 28, TOWNSHIP 50 N., RANGE 6 W., MONTGOMERY COUNTY, MISSOURI, AND BEING PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S01°06'36"W, ALONG THE EAST LINE OF SAID SECTION 28, 343.58 FEET, TO AN EXISTING IRON P PE AS SHOWN ON A SURVEY RECORDED IN PLAT BOOK B, AT PAGE 41, MONTGOMERY COUNTY RECORDS AND THE POINT OF BEGINNING; THENCE S66°40'37"E, 559.55 FEET, TO AN EXISTING PIPE AS SHOWN ON SAID SURVEY; THENCE S00°52'51"W, ALONG THE WEST LINE OF SAID SURVEY, 109.98 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON SAID SURVEY; THENCE S74°16'07"W, 540.96 FEET, TO AN EXISTING IRON PIPE ON THE EAST LINE OF SAID SECTION 28; THENCE S01°04'33"W, ALONG SAID EAST LINE, 565.96 FEET, TO IRON PIN; THENCE N89°42'07"W, 2480.06 FEET, TO THE EAST LINE OF MISSOURI STATE HIGHWAY 19; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 5759.6 FEET, AND AN ARC LENGTH OF 131.53 FEET AND A CHORD OF N49°32'11"W, 131.53 FEET; THENCE N50°11'26"W, 3.91 FEET, TO AN IRON PIN; THENCE S88°47'24"E, 983.38 FEET, TO AN IRON PIN; THENCE N07°07'40"E, 985.10 FEET, TO AN IRON PIN; THENCE S86°14'53"E, 206.76 FEET, TO AN IRON PIN; THENCE N08°21'18"W, 357.01 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE N00°57'17"E, ALONG THE WEST LINE OF SAID QUARTER QUARTER SECTION, 228.02 FEET, TO AN IRON PIN; THENCE S66°32'01"E, 1459.34 FEET, TO THE POINT OF BEGINNING. CONTAINING 51.07 ACRES, MORE OR LESS.

THE HEREINABOVE IS SUBJECT TO A 60 FOOT ROAD AND UTILITY EASEMENT DESCRIBED AS FOLLOWS: AN EASEMENT OVER, ACROSS, AND UNDER A TRACT OF LAND BEING A PART OF SECTION 28, TOWNSHIP 50 N., RANGE 6 W., MONTGOMERY COUNTY, MISSOURI, SAID EASEMENT BEING 60 FEET WIDE, 30 FEET ON EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT AN EXISTING IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S01°06'36"W, ALONG THE EAST LINE OF SAID SECTION 28, 343.58 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON A SURVEY RECORDED IN PLAT BOOK B, AT PAGE 41, MONTGOMERY COUNTY RECORDS; THENCE N66°32'01"W, 105.72 FEET, TO THE POINT OF BEGINNING; THENCE S21°49'34"W, 118.64 FEET; THENCE S01°23'30"W, 945.52 FEET; THENCE N89°42'07"W, 2370.05 FEET, TO THE EAST LINE OF MISSOURI STATE HIGHWAY 19, AND THE END OF SAID EASEMENT. SUBJECT TO THE RIGHTS OF NORFOLK AND WESTERN RAIL ROAD IN AND TO SAID RAIL ROAD SPUR THAT LIES WITHIN THE HEREIN ABOVE DESCRIBED REAL PROPERTY.

TRACT II (A.K.A. SITE E)
A TRACT OF LAND BEING A PART OF SECTION 28, TOWNSHIP 50 N., RANGE 6 W., MONTGOMERY COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S01°06'36"W, ALONG THE EAST LINE OF SAID SECTION 28, 343.58 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON A SURVEY RECORDED IN PLAT BOOK B, AT THE PAGE 41, MONTGOMERY COUNTY RECORDS; THENCE S66°40'37"E, 559.55 FEET, TO AN EXISTING PIPE AS SHOWN ON SAID SURVEY; THENCE S00°52'51"W, ALONG THE WEST LINE OF SAID SURVEY, 109.98 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON SAID SURVEY; THENCE S74°16'07"W, 540.96 FEET, TO AN EXISTING IRON PIPE ON THE EAST LINE OF SAID SECTION 28; THENCE S01°04'33"W, 565.96 FEET, TO AN IRON PIN; THENCE N89°42'07"W, 846.03 FEET, TO AN IRON PIN, AND THE POINT OF BEGINNING; THENCE N89°42'07"507.24 FEET, TO A PK NAIL; THENCE S19°23'16"W, 473.43 FEET; THENCE S13°31'48"W, 438.41 FEET,

TO A PK NAIL ON THE NORTHEASTERLY LINE OF MISSOURI STATE HIGHWAY 19; THENCE S43°23'27"E, ALONG SAID NORTHEASTERLY LINE, 652.67 FEET, TO AN IRON PIN; THENCE N57°06'03"E, 121.74 FEET, TO AN EXISTING CORNER POST; THENCE N02°28'18"W, 991.78 FEET, TO AN IRON PIN; THENCE N74°39'36"E, 267.55 FEET, TO AN IRON PIN; THENCE N00°17'53"E, 216.72 FEET, TO THE POINT OF BEGINNING. CONTAINING 12.87 ACRES, MORE OR LESS.

THE HEREINABOVE IS BENEFITED BY A 60 FOOT ROAD AND UTILITY EASEMENT DESCRIBED AS FOLLOWS: AN EASEMENT OVER, ACROSS, AND UNDER A TRACT OF LAND BEING A PART OF SECTION 28, TOWNSHIP 50 N., RANGE 6 W., MONTGOMERY COUNTY, MISSOURI, SAID EASEMENT BEING 60 FEET WIDE, 30 FEET ON EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT AN EXISTING IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S01°06'36"W, ALONG THE EAST LINE OF SAID SECTION 28, 343.58 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON A SURVEY RECORDED IN PLAT BOOK B, AT PAGE 41, MONTGOMERY COUNTY RECORDS; THENCE N66°32'01"W, 105.72 FEET, TO THE POINT OF BEGINNING; THENCE S21°49'34"W, 118.64 FEET; THENCE S01°23'30"W, 945.52 FEET; THENCE N89°42'07"W, 2370.05 FEET, TO THE EAST LINE OF MISSOURI STATE HIGHWAY 19, AND THE END OF SAID EASEMENT.

THE HEREINABOVE IS BENEFITED BY AND SUBJECT TO A 60 FOOT ROAD EASEMENT DESCRIBED AS FOLLOWS: AN EASEMENT OVER, ACROSS AND UNDER A TRACT OF LAND BEING A PART OF SECTION 28, TOWNSHIP 50 N., RANGE 6 W., MONTGOMERY COUNTY, MISSOURI, SAID EASEMENT BEING 60 FEET WIDE, 30 FEET ON EACH SIDE OF AN D PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT AN EXISTING IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S01°06'36"W, ALONG THE EAST LINE OF SAID SECTION 28, 343.58 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON A SURVEY RECORDED IN PLAT BOOK B, AT PAGE 41, MONTGOMERY COUNTY RECORDS; THENCE S66°40'37"E, 559.55 FEET, TO AN EXISTING PIPE AS SHOWN ON SAID SURVEY; THENCE S00°52'51"W, ALONG THE EAST LINE OF SAID SURVEY, 109.98 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON SAID SURVEY; THENCE S74°16'07"W, 540.96 FEET, TO AN EXISTING IRON PIPE ON THE EAST LINE OF SAID SECTION 28; THENCE S01°04'33"W, ALONG SAID EAST LINE, 565.96 FEET, TO AN IRON PIN; THENCE N89°42'07"W, 846.03 FEET, TO AN IRON PIN; THENCE CONTINUING N89°42'07"W, 507.24 FEET, TO A PK NAIL, AND THE POINT OF THE BEGINNING; THENCE S19°23'16"W, 473.43 FEET; THENCE S13°31'48"W, 438.41 FEET, TO PK NAIL ON THE NORTHEASTERLY LINE OF MISSOURI STATE HIGHWAY 19, AND THE END OF SAID EASEMENT.

TRACT III (A.K.A. SITE F)
A TRACT OF LAND BEING A PART OF SECTION 28, TOWNSHIP 50 N., RANGE 6 W., MONTGOMERY COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S01°06'36"W, ALONG THE EAST LINE OF SAID SECTION 28, 343.58 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON A SURVEY RECORDED IN PLAT BOOK B, AT PAGE 41, MONTGOMERY COUNTY RECORDS; THENCE S66°40'37"E, 559.55 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON SAID SURVEY; THENCE S00°52'51"W, ALONG THE WEST LINE OF SAID SURVEY, 109.98 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON SAID SURVEY; THENCE S74°16'07"W, 540.96 FEET, TO AN EXISTING IRON PIPE ON THE EAST LINE OF SAID SECTION 28; THENCE S01°04'33"W, 565.96 FEET, TO AN IRON PIN; THENCE N89°42'07"W, 1353.28 FEET, TO A PK NAIL AND THE POINT OF BEGINNING; THENCE S19°23'16"W, 473.43 FEET; THENCE S13°31'48"W, 438.41 FEET, TO A PK NAIL ON THE NORTHEASTERLY LINE OF MISSOURI STATE HIGHWAY 19; THENCE N43°23'27"W, ALONG SAID NORTHEASTERLY LINE; 682.97 FEET, TO AN EXISTING IRON PIN; THENCE ON A CURVE

TO THE LEFT, HAVING A RADIUS OF 5759.6 FEET, AND AN ARC LENGTH OF 552.04 FEET, AND A CHORD OF N46°08'11"W, 551.82 FEET; THENCE S89°42'07"E, 1126.78 FEET, TO THE POINT OF BEGINNING. CONTAINING 10.8 ACRES MORE OR LESS.

THE HEREINABOVE IS BENEFITED BY A 60 FOOT ROAD AND UTILITY EASEMENT DESCRIBED AS FOLLOWS: AN EASEMENT OVER, ACROSS, AND UNDER A TRACT OF LAND BEING A PART OF SECTION 28, TOWNSHIP 50 N., RANGE 6 W., MONTGOMERY COUNTY, MISSOURI, SAID EASEMENT BEING 60 FEET WIDE, 30 FEET ON EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT AN EXISTING IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 28 ; THENCE S01°06'36"W, ALONG THE EAST LINE OF SAID SECTION 28, 343.58 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON A SURVEY RECORDED IN PLAT BOOK B, AT PAGE 41, MONTGOMERY COUNTY RECORDS; THENCE N66°32'01"W, 105.72 FEET, TO THE POINT OF BEGINNING; THENCE S21°49'34"W, 118.64 FEET; THENCE S01°23'30"W, 945.52 FEET; THENCE N89°42'07"W, 2370.05 FEET, TO THE EAST LINE OF MISSOURI STATE HIGHWAY 19, AND THE END OF SAID EASEMENT.

THE HEREINABOVE IS BENEFITED BY AND SUBJECT TO A 60 FOOT ROAD EASEMENT DESCRIBED AS FOLLOWS: AN EASEMENT OVER, ACROSS AND UNDER A TRACT OF LAND BEING A PART OF SECTION 28, TOWNSHIP 50 N., RANGE 6 W., MONTGOMERY COUNTY, MISSOURI, SAID EASEMENT BEING 60 FEET WIDE, 30 FEET ON EACH SIDE OF AN D PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT AN EXISTING IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 28 ; THENCE S01°06'36"W, ALONG THE EAST LINE OF SAID SECTION 28, 343.58 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON A SURVEY RECORDED IN PLAT BOOK B, AT PAGE 41, MONTGOMERY COUNTY RECORDS; THENCE S66°40'37"E, 559.55 FEET, TO AN EXISTING PIPE AS SHOWN ON SAID SURVEY; THENCE S00°52'51"W, ALONG THE EAST LINE OF SAID SURVEY, 109.98 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON SAID SURVEY; THENCE S74°16'07"W, 540.96 FEET, TO AN EXISTING IRON PIPE ON THE EAST LINE OF SAID SECTION 28; THENCE S01°04'33"W, ALONG SAID EAST LINE, 565.96 FEET, TO AN IRON PIN; THENCE N89°42'07"W, 846.03 FEET, TO AN IRON PIN; THENCE CONTINUING N89°42'07"W, 507.24 FEET, TO A PK NAIL, AND THE POINT OF THE BEGINNING; THENCE S19°23'16"W, 473.43 FEET; THENCE S13°31'48"W, 438.41 FEET, TO PK NAIL ON THE NORTHEASTERLY LINE OF MISSOURI STATE HIGHWAY 19, AND THE END OF SAID EASEMENT.

TRACT IV (A.K.A. SITE G)
A TRACT OF LAND BEING A PART OF SECTION 28, TOWNSHIP 50 N., RANGE 6 W., MONTGOMERY COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S01°06'36"W, ALONG THE EAST LINE OF SAID SECTION 28, 343.58 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON A SURVEY RECORDED IN PLAT BOOK B, AT PAGE 41, MONTGOMERY COUNTY RECORDS; THENCE S66°40'37"E, 559.55 FEET, TO AN EXISTING PIPE AS SHOWN ON SAID SURVEY; THENCE S00°52'51"W, ALONG THE WEST LINE OF SAID SURVEY, 109.98 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON SAID SURVEY; THENCE S74°16'07"W, 540.96 FEET, TO AN EXISTING IRON PIPE ON THE EAST LINE OF SAID SECTION 28; THENCE S01°04'33"W, 565.96 FEET, TO AN IRON PIN, AND THE POINT OF BEGINNING; THENCE N89°42'07"W, 846.03 FEET, TO AN IRON PIN; THENCE S00°17'53"W, 216.72 FEET, TO AN IRON PIN; THENCE S88°56'17"E, 843.01 FEET, TO AN IRON PIN ON THE EAST LINE OF SAID SECTION 28; THENCE N01°04'33"E, 227.98 FEET, TO THE POINT OF BEGINNING. CONTAINING 4.31 ACRES, MORE OR LESS.

THE HEREINABOVE IS BENEFITED BY A 60 FOOT ROAD AND UTILITY EASEMENT DESCRIBED AS FOLLOWS: AN EASEMENT OVER, ACROSS, AND UNDER A TRACT OF LAND BEING A PART OF SECTION 28, TOWNSHIP 50 N., RANGE 6 W., MONTGOMERY COUNTY, MISSOURI, SAID EASEMENT BEING 60 FEET WIDE, 30 FEET ON EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT AN EXISTING IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S01°06'36"W, ALONG THE EAST LINE OF SAID SECTION 28, 343.58 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON A SURVEY RECORDED IN PLAT BOOK B, AT PAGE 41, MONTGOMERY COUNTY RECORDS; THENCE N66°32'01"W, 105.72 FEET, TO THE POINT OF BEGINNING; THENCE S21°49'34"W, 118.64 FEET; THENCE S01°23'30"W, 945.52 FEET; THENCE N89°42'07"W, 2370.05 FEET, TO THE EAST LINE OF MISSOURI STATE HIGHWAY 19, AND THE END OF SAID EASEMENT.

APPENDIX C

PHOTOLOG

Phase I ESA Update – Wellsville Firebrick Plant
Wellsville, MO

SUBTASK NO. 04.01	DESCRIPTION	This photo shows the subject property.	1
	CLIENT	U.S. Environmental Protection Agency Region 7 (EPA)	Date
Direction: Northeast	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

SUBTASK NO. 04.01	DESCRIPTION	This photo shows east-west railroad tracks and the former landfill north of the production buildings at the subject property, as well as the wooded property adjacent to the north.	2
	CLIENT	EPA	Date
Direction: North	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

Phase I ESA Update – Wellsville Firebrick Plant
Wellsville, MO

SUBTASK NO. 04.01	DESCRIPTION	This photo shows the northwest portion of the subject property, with the northwest storage structure to the north and forested property adjacent to the west.	3
	CLIENT	EPA	Date
Direction: Northwest	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

SUBTASK NO. 04.01	DESCRIPTION	This photo shows the agricultural property adjacent to the south.	4
	CLIENT	EPA	Date
Direction: South	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

Phase I ESA Update – Wellsville Firebrick Plant
Wellsville, MO

SUBTASK NO. 04.01	DESCRIPTION	This photo shows gravel piles east of the plant and the agricultural property adjacent to the east.	5
	CLIENT	EPA	Date
Direction: East	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

SUBTASK NO. 04.01	DESCRIPTION	This photo shows the western exterior of the production buildings at the subject property.	6
	CLIENT	EPA	Date
Direction: Northeast	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

Phase I ESA Update – Wellsville Firebrick Plant
Wellsville, MO

SUBTASK NO. 04.01	DESCRIPTION	This photo shows farm equipment storage in the western portion of the production buildings.	7
	CLIENT	EPA	Date
Direction: Southeast	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

SUBTASK NO. 04.01	DESCRIPTION	This photo shows some of the 55-gallon drums found throughout the subject property. These were in the northwest portion of the production buildings and had various contents including furfuryl alcohol and ethanol.	8
	CLIENT	EPA	Date
Direction: North	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

Phase I ESA Update – Wellsville Firebrick Plant
Wellsville, MO

SUBTASK NO. 04.01	DESCRIPTION	This photo shows some of the tires of various sizes found throughout the subject property. These were west of the production buildings.	9
	CLIENT	EPA	Date
Direction: Southwest	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

SUBTASK NO. 04.01	DESCRIPTION	This photo shows a submerged drum in a flooded sub-grade pit in the northwest portion of the production buildings.	10
	CLIENT	EPA	Date
Direction: West	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

Phase I ESA Update – Wellsville Firebrick Plant
Wellsville, MO

SUBTASK NO. 04.01	DESCRIPTION	This photo shows silos and an empty storage tank in the northeast portion of the production buildings.	11
	CLIENT	EPA	Date
Direction: West	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

SUBTASK NO. 04.01	DESCRIPTION	This photo shows the scales building on the access road to the subject property.	12
	CLIENT	EPA	Date
Direction: East	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

Phase I ESA Update – Wellsville Firebrick Plant
Wellsville, MO

SUBTASK NO. 04.01	DESCRIPTION	This photo shows the pump house and a pond at the subject property.	13
	CLIENT	EPA	Date
Direction: Southwest	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

SUBTASK NO. 04.01	DESCRIPTION	This photo shows the office at the subject property.	14
	CLIENT	EPA	Date
Direction: South	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

Phase I ESA Update – Wellsville Firebrick Plant
Wellsville, MO

SUBTASK NO. 04.01	DESCRIPTION	This photo shows an empty propane tank and three air conditioning units along the southeast exterior of the office.	15
	CLIENT	EPA	Date
Direction: North	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

SUBTASK NO. 04.01	DESCRIPTION	This photo shows some of the used fluorescent lamps found throughout the subject property.	16
	CLIENT	EPA	Date
Direction: South	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

Phase I ESA Update – Wellsville Firebrick Plant
Wellsville, MO

SUBTASK NO. 04.01	DESCRIPTION	This photo shows a printer and general refuse in the office, with more refuse found throughout the subject property	17
	CLIENT	EPA	Date
Direction: South	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

SUBTASK NO. 04.01	DESCRIPTION	This photo shows the laboratory building at the subject property.	18
	CLIENT	EPA	Date
Direction: South	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

SUBTASK NO. 04.01	DESCRIPTION	This photo shows some of the cans of various aerosols, paints, enamels, and adhesives in the laboratory but found throughout the subject property.	19
	CLIENT	EPA	Date
Direction: West	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

SUBTASK NO. 04.01	DESCRIPTION	This photo shows containers of phosphoric acid and bonding mortar in the laboratory, with more found throughout the subject property.	20
	CLIENT	EPA	Date
Direction: East	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

Phase I ESA Update – Wellsville Firebrick Plant
Wellsville, MO

SUBTASK NO. 04.01	DESCRIPTION	This photo shows containers of gasoline and bonding mortar in the laboratory, with more found throughout the subject property.	21
	CLIENT	EPA	Date
Direction: South	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

SUBTASK NO. 04.01	DESCRIPTION	This photo shows deteriorating propane canisters in the laboratory.	22
	CLIENT	EPA	Date
Direction: North	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

Phase I ESA Update – Wellsville Firebrick Plant
Wellsville, MO

SUBTASK NO. 04.01	DESCRIPTION	This photo shows the north shed (left) and south shed (right) at the subject property.	23
	CLIENT	EPA	Date
Direction: East	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

SUBTASK NO. 04.01	DESCRIPTION	This photo shows stained concrete, tires, fluorescent lighting fixtures, and a ceiling-mounted heating unit in the south shed.	24
	CLIENT	EPA	Date
Direction: East	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

Phase I ESA Update – Wellsville Firebrick Plant
Wellsville, MO

SUBTASK NO. 04.01	DESCRIPTION	This photo shows an electrical cabinet, fluorescent lighting fixtures, and various aerosols in the south shed.	25
	CLIENT	EPA	Date
Direction: North	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

SUBTASK NO. 04.01	DESCRIPTION	This photo shows stained concrete near 55-gallon drums of hydraulic fluid and binding resin in the south shed.	26
	CLIENT	EPA	Date
Direction: North	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

Phase I ESA Update – Wellsville Firebrick Plant
Wellsville, MO

SUBTASK NO. 04.01	DESCRIPTION	This photo shows containers of bonding mortar and various oils in the north shed.	27
	CLIENT	EPA	Date
Direction: Northeast	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

SUBTASK NO. 04.01	DESCRIPTION	This photo shows a 275-gallon aboveground storage tank (AST) and secondary containment, both partially filled with used oil, in the north shed.	28
	CLIENT	EPA	Date
Direction: Northwest	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

Phase I ESA Update – Wellsville Firebrick Plant
Wellsville, MO

SUBTASK NO. 04.01	DESCRIPTION	This photo shows the maintenance shop at the subject property.	29
	CLIENT	EPA	Date
Direction: North	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

SUBTASK NO. 04.01	DESCRIPTION	This photo shows a ceiling-mounted heating unit and containers of hydraulic fluid, sealant, paint, enamel, thinner, toluene, ammonia, gasoline, and oil in the maintenance shop.	30
	CLIENT	EPA	Date
Direction: East	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

SUBTASK NO. 04.01	DESCRIPTION	This photo shows an air compressor, hydraulic fluid, stained concrete, and a water heater in the maintenance shop.	31
	CLIENT	EPA	Date
Direction: North	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

SUBTASK NO. 04.01	DESCRIPTION	This photo shows farming equipment in the northwest storage structure at the subject property.	32
	CLIENT	EPA	Date
Direction: North	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

Phase I ESA Update – Wellsville Firebrick Plant
Wellsville, MO

SUBTASK NO. 04.01	DESCRIPTION	This photo shows a pile of bollards with concrete and a natural gas pipeline marker, north of the scales building.	33
	CLIENT	EPA	Date
Direction: North	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

SUBTASK NO. 04.01	DESCRIPTION	This photo shows east-west railroad tracks north of the scales building, with Missouri Highway 19 beyond.	34
	CLIENT	EPA	Date
Direction: West	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

Phase I ESA Update – Wellsville Firebrick Plant
Wellsville, MO

SUBTASK NO. 04.01	DESCRIPTION	This photo shows the former AST area south of the maintenance shop.	35
	CLIENT	EPA	Date
Direction: Southwest	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

SUBTASK NO. 04.01	DESCRIPTION	This photo shows a former sewage lagoon in the northeast portion of the subject property.	36
	CLIENT	EPA	Date
Direction: Northeast	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

Phase I ESA Update – Wellsville Firebrick Plant
Wellsville, MO

SUBTASK NO. 04.01	DESCRIPTION	This photo shows six pole-mounted transformers southwest of the maintenance shop.	37
	CLIENT	EPA	Date
Direction: Northwest	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

SUBTASK NO. 04.01	DESCRIPTION	This photo shows a pole-mounted transformer labeled as not containing polychlorinated biphenyls (PCB), southwest of the production buildings.	38
	CLIENT	EPA	Date
Direction: Northeast	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

SUBTASK NO. 04.01	DESCRIPTION	This photo shows manufacturing debris and an empty 10,000-gallon diesel AST northwest of the production buildings.	39
	CLIENT	EPA	Date
Direction: East	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

SUBTASK NO. 04.01	DESCRIPTION	This photo shows deteriorating drums and totes of binding resin west of the production buildings.	40
	CLIENT	EPA	Date
Direction: West	PHOTOGRAPHER	Ryan Slanczka	4/29/2021

APPENDIX D

INTERVIEW DOCUMENTATION AND USER-PROVIDED INFORMATION

ASTM1527-13 ENVIRONMENTAL SITE ASSESSMENT QUESTIONNAIRE

SITE NAME: Wellsville Firebrick Plant

SITE ADDRESS: 1199 Highway 19, Wellsville, MO 63384

DATE:

PREPARED BY: (Owner) (Occupant) (Toeroek Team)

COMPANY: Toeroek Team

GENERAL QUESTIONS REGARDING PROPERTY CONDITION

ASTM RELATED QUESTIONS

	QUESTION	Owner			Occupant			Observed			COMMENTS
		Y	N	U	Y	N	U	Y	N	U	
1a	Is the property used for an industrial use?		X								
1b	Is any adjoining property used for an industrial use?		X								
2a	Did you observe evidence or do you have any prior knowledge that the property has been used for an industrial use in the past?	X									
2b	Did you observe evidence or do you have any prior knowledge that the adjoining property has been used for an industrial use in the past?		X								
3a	Is the property used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility? (If applicable, identify which.)		X								
3b	Is the adjoining property used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility? (If applicable, identify which.)		X								

300 Union Blvd., Suite 520
Lakewood, CO 80228
Telephone: 303-420-7735
Fax: 303-420-7658

ASTM1527-13 ENVIRONMENTAL SITE ASSESSMENT QUESTIONNAIRE

	QUESTION	Owner			Occupant			Observed			COMMENTS
		Y	N	U	Y	N	U	Y	N	U	
4a	Did you observe evidence or do you have any prior knowledge that the property has been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment storage, disposal, processing, or recycling facility? (If applicable, identify which.)		X								
4b	Did you observe evidence or do you have any prior knowledge that the adjoining property has been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment storage, disposal, processing, or recycling facility? (If applicable, identify which.)		X								
5a	Are there currently any damaged or discarded automotive or industrial batteries, pesticides, paints or other chemicals in individual containers of > 5 gal (19 L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the property or at the facility?		X								
5b	Did you observe evidence or do you have any prior knowledge that there have been previously any damaged or discarded automotive or industrial batteries, pesticides, paints or other chemicals in individual containers of > 5 gal (19 L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the property or at the facility?		X								
6a	Are there currently any industrial drums (typically 55 gal (208 L)) or sacks of chemicals located on the property or at the facility?		X								
6b	Did you observe evidence or do you have any prior knowledge that there have been previously any industrial drums (typically 55 gal (208 L)) or sacks of chemicals located on the property or at the facility?	X									
7a	Did you observe evidence or do you have any prior knowledge that fill dirt has been brought onto the property that originated from a contaminated site?		X								
7b	Did you observe evidence or do you have any prior knowledge that fill dirt has been brought onto the property that is of an unknown origin?		X								

300 Union Blvd., Suite 520
Lakewood, CO 80228
Telephone: 303-420-7735
Fax: 303-420-7658

ASTM1527-13 ENVIRONMENTAL SITE ASSESSMENT QUESTIONNAIRE

	QUESTION	Owner			Occupant			Observed			COMMENTS
		Y	N	U	Y	N	U	Y	N	U	
8a	Are there currently any pits, ponds, or lagoons located on the property in connection with waste treatment or waste disposal?	X									
8b	Did you observe evidence or do you have any prior knowledge that there have been previously any pits, ponds or lagoons located on the property in connection with waste treatment or waste disposal?		X								
9a	Is there currently any stained soil on the property?										
9b	Did you observe evidence or do you have any prior knowledge that there has been previously any stained soil on the property?		X								
10a	Are there currently any registered or unregistered storage tanks (above or underground) located on the property?	X									EMPTY + ABOVE GROUND
10b	Did you observe evidence or do you have any prior knowledge that there have been previously, any registered or unregistered storage tanks (above or underground) located on the property?	X									EMPTY + ABOVE GROUND
11a	Are there currently any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the property or adjacent to any structure on the property?		X								
11b	Did you observe evidence or do you have any prior knowledge that there have been previously any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the property or adjacent to any structure located on the property?		X								
12a	Are there currently any flooring, drains, or walls located within the facility that are stained by substances other than water or are emitting foul odors?		X								

300 Union Blvd., Suite 520
Lakewood, CO 80228
Telephone: 303-420-7735
Fax: 303-420-7658

ASTM1527-13 ENVIRONMENTAL SITE ASSESSMENT QUESTIONNAIRE

12b	Did you observe evidence or do you have any prior knowledge that there have been previously any flooring, drains, or walls within the facility that are stained by substances other than water or were emitting foul odors?		X								
QUESTION		Owner			Occupant			Observed			COMMENTS
		Y	N	U	Y	N	U	Y	N	U	
13a	If the property is served by a private well or non-public water system, is there evidence or do you have prior knowledge that contaminants have been identified in the well or system that exceed guidelines applicable to the water system?		X								
13b	If the property is served by a private well or non-public water system, is there evidence or do you have prior knowledge that the well has been designated as contaminated by any government environmental/health agency?		X								
14	Does the owner or occupant of the property have any knowledge of environmental liens or governmental notification relating to past or recurrent violations of environmental laws with respect to the property or any facility located on the property?		X								
15a	Has the owner or occupant of the property been informed of the past existence of hazardous substances or petroleum products with respect to the property or any facility located on the property?		X								
15b	Has the owner or occupant of the property been informed of the current existence of hazardous substances or petroleum products with respect to the property or any facility located on the property?		X								
15c	Has the owner or occupant of the property been informed of the past existence of environmental violations with respect to the property or any facility located on the property?		X								
15d	Has the owner or occupant of the property been informed of the current existence of environmental violations with respect to the property or any facility located on the property?		X								

300 Union Blvd., Suite 520
Lakewood, CO 80228
Telephone: 303-420-7735
Fax: 303-420-7658

ASTM1527-13 ENVIRONMENTAL SITE ASSESSMENT QUESTIONNAIRE

	QUESTION	Owner			Occupant			Observed			COMMENTS
		Y	N	U	Y	N	U	Y	N	U	
16	Does the owner or occupant of the property have any knowledge of any environmental site assessment of the property or facility that indicated the presence of hazardous substances or petroleum products on, or contamination of, the property or recommended further assessment of the property?		X								
17	Does the owner or occupant of the property know of any past, threatened , or pending lawsuits or administrative proceedings concerning a release or threatened release of any hazardous substance or petroleum products involving the property by any owner or occupant of the property?		X								
18a	Does the property discharge waste water, on or adjacent to the property, other than storm water, into a storm water sewer system?		X								
18b	Does the property discharge waste water, on or adjacent to the property, other than storm water, into a sanitary sewer system?		X								
19	Did you observe evidence or do you have any prior knowledge that any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries, or any other waste materials have been dumped above grade, buried and/or burned on the property?		X								
20	Is there a transformer, capacitor, or any hydraulic equipment for which there are any records indicating the presence of PCBs?		X								
21	Is there any knowledge of a valuation reduction for the property based upon environmental issues?		X								
22a	Is there any knowledge of activity and use limitations placed on the property due to residual contamination?		X								
22b	Is there any knowledge of activity and use limitations placed on adjacent properties due to residual contamination?		X								

300 Union Blvd., Suite 520
Lakewood, CO 80228
Telephone: 303-420-7735
Fax: 303-420-7658

ASTM1527-13 ENVIRONMENTAL SITE ASSESSMENT QUESTIONNAIRE

NON-ASTM RELATED QUESTIONS

	QUESTION	Owner			Occupant			Observed			COMMENTS
		Y	N	U	Y	N	U	Y	N	U	
21	Are there any wetland or floodplains? (100-year or 500-year floodplains?)		X								
21A	Are there any streams or ditches that run through or adjacent to the property?		X								
21B	Are there any low areas where water ponds with snowmelt or after rainstorms?		X								
22	Any known or suspected asbestos-containing materials? What year was the property/structure constructed?		X								
23	Any known or suspected lead-based paint? Date constructed?		X								
24	Radon issues? How long will the area be occupied? Is the area in a basement?		X								

300 Union Blvd., Suite 520
Lakewood, CO 80228
Telephone: 303-420-7735
Fax: 303-420-7658

ASTM1527-13 ENVIRONMENTAL SITE ASSESSMENT QUESTIONNAIRE

23a	Is there any knowledge of the property being abandoned or evidence of unauthorized uses or uncontrolled access to the property?		X								
23b	Is there any knowledge of an adjacent property being abandoned or evidence of unauthorized uses or uncontrolled access to the property?		X								

300 Union Blvd., Suite 520
Lakewood, CO 80228
Telephone: 303-420-7735
Fax: 303-420-7658

ASTM1527-13 ENVIRONMENTAL SITE ASSESSMENT QUESTIONNAIRE

FOR ACTIVE FACILITIES

	QUESTION	Owner			Occupant			Observed			COMMENTS
		Y	N	U	Y	N	U	Y	N	U	
25	Any visual signs of indoor air quality issues? For example excessive dust, smells, or mold observed on the walls?		X								
26	Community Right to Know posting of Materials Safety Data Sheets and/or other health related information?		X								
27	Are employees wearing PPE for work conditions noted? For example, hard-toed shoes, hard hat, safety glasses, hearing protection, etc?		X								
28	Does there appear to be excessive noise issues?		X								
29	Other potential unsafe working conditions identified?		X								
30	Health and safety gear observed, such as, first aid kits, fire extinguishers, or eye wash stations?		X								
31	Are there any pits, tanks, or sumps that must be entered by employees that may be a confined space?		X								
32	Are there any historical or active septic systems?										

300 Union Blvd., Suite 520
Lakewood, CO 80228
Telephone: 303-420-7735
Fax: 303-420-7658

ASTM1527-13 ENVIRONMENTAL SITE ASSESSMENT QUESTIONNAIRE

GOVERNMENT RECORDS/HISTORICAL SOURCES INQUIRY

		Y	N	COMMENTS
33	Do any of the following Federal government record systems list the property or any property within the circumference of the area noted below:			
	National Priorities List – within 1.0 mile (1.6 Km)?		X	
	CERCLIS List – within 0.5 mile (0.8 Km)?		X	
	RCRA CORRACTS Facilities – within 1.0 mile (1.6 Km)?		X	
	RCRA non-CORRACTS TSD Facilities – within 0.5 mile (0.8 Km)?		X	
34	Do any of the following state record systems list the property or any property within the circumference of the area noted below:	Y	N	COMMENTS
	List maintained by state environmental agency of hazardous waste sites identified for investigation or remediation that is the state equivalent to National Priorities List – within 1.0 mile (1.6 Km)?		X	
	List maintained by state environmental agency of sites identified for investigation or remediation that is the state equivalent to CERCLIS List – within 0.5 mile (0.8 Km)?		X	
	Leaking Underground Storage Tank (LUST) List – within 0.5 mile (0.8 Km)?		X	
	Solid Waste/Landfill Facilities – within 0.5 mile (0.8 Km)?			

		Y	N	N/A	COMMENTS
35	Based upon a review of fire insurance maps or consultation with the local fire department serving the property, all as specified in the guide, are any buildings or other improvements on the property or on an adjoining property identified as having been used for an industrial use or uses likely to lead to contamination of the property?		X		

KEY: *Y = YES, N = NO, U = UNKNOWN, N/A = NOT APPLICABLE*

Prepared by: (Owner), (Occupant), and (Toeroek Team)

Signature:	**Date:** 5-6-21	**Signature:**	**Date**
		Toeroek Team	

300 Union Blvd., Suite 520
Lakewood, CO 80228
Telephone: 303-420-7735
Fax: 303-420-7658

APPENDIX E

EDR RADIUS MAP WITH GEOCHECK

Wellsville Firebrick Plant
1199 Highway 19
Wellsville, MO 63384

Inquiry Number: 6530048.2s
June 10, 2021

The EDR Radius Map™ Report with GeoCheck®

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

TABLE OF CONTENTS

SECTION	PAGE
Executive Summary	ES1
Overview Map	2
Detail Map	3
Map Findings Summary	4
Map Findings	8
Orphan Summary	20
Government Records Searched/Data Currency Tracking	GR-1

GEOCHECK ADDENDUM

Physical Setting Source Addendum	A-1
Physical Setting Source Summary	A-2
Physical Setting SSURGO Soil Map	A-5
Physical Setting Source Map	A-8
Physical Setting Source Map Findings	A-10
Physical Setting Source Records Searched	PSGR-1

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2020 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

1199 HIGHWAY 19
WELLSVILLE, MO 63384

COORDINATES

Latitude (North):	39.0840890 - 39° 5' 2.72''
Longitude (West):	91.5798670 - 91° 34' 47.52''
Universal Tranverse Mercator:	Zone 15
UTM X (Meters):	622831.9
UTM Y (Meters):	4326860.0
Elevation:	803 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	6726075 WELLSVILLE, MO
Version Date:	2015

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from:	20140709
Source:	USDA

MAPPED SITES SUMMARY

Target Property Address:
1199 HIGHWAY 19
WELLSVILLE, MO 63384

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
A1	WELLSVILLE FIREBRICK	1199 N HWY 19	AIRS		TP
A2	COVENANT RECYCLING	1199 HWY 19 N	AIRS		TP
A3	WELLSVILLE FIRE BRIC	1199 HWY 19	SMARS		TP
B4	NATIONAL REFRACTORIE	1199 N HWY 19	RCRA NonGen / NLR	Higher	196, 0.037, South
B5	NATIONAL REFRACTORIE	1199 W HWY 19	SMARS	Higher	196, 0.037, South
6			MINES	Higher	935, 0.177, South

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was identified in the following records. For more information on this property see page 8 of the attached EDR Radius Map report:

Site	Database(s)	EPA ID
WELLSVILLE FIREBRICK 1199 N HWY 19 WELLSVILLE, MO	AIRS	N/A
COVENANT RECYCLING 1199 HWY 19 N WELLSVILLE, MO	AIRS	N/A
WELLSVILLE FIRE BRIC 1199 HWY 19 WELLSVILLE, MO 63384	SMARS	N/A

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL ---------- National Priority List
Proposed NPL ---------- Proposed National Priority List Sites
NPL LIENS ---------- Federal Superfund Liens

Federal Delisted NPL site list

Delisted NPL ---------- National Priority List Deletions

Federal CERCLIS list

FEDERAL FACILITY ---------- Federal Facility Site Information listing
SEMS ---------- Superfund Enterprise Management System

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE ---------- Superfund Enterprise Management System Archive

Federal RCRA CORRACTS facilities list

CORRACTS ---------- Corrective Action Report

EXECUTIVE SUMMARY

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF ---------- RCRA - Treatment, Storage and Disposal

Federal RCRA generators list

RCRA-LQG ---------- RCRA - Large Quantity Generators
RCRA-SQG ---------- RCRA - Small Quantity Generators
RCRA-VSQG ---------- RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

Federal institutional controls / engineering controls registries

LUCIS ---------- Land Use Control Information System
US ENG CONTROLS ---------- Engineering Controls Sites List
US INST CONTROLS ---------- Institutional Controls Sites List

Federal ERNS list

ERNS ---------- Emergency Response Notification System

State- and tribal - equivalent CERCLIS

SHWS ---------- Registry of Confirmed Abandoned or Uncontrolled Hazardous Waste Disposal Sites

State and tribal landfill and/or solid waste disposal site lists

SWF/LF ---------- Permitted Facility List

State and tribal leaking storage tank lists

LUST ---------- Leaking Underground Storage Tanks
LAST ---------- Leaking Aboveground Storage Tanks
INDIAN LUST ---------- Leaking Underground Storage Tanks on Indian Land

State and tribal registered storage tank lists

FEMA UST ---------- Underground Storage Tank Listing
UST ---------- Petroleum Storage Tanks
AST ---------- Aboveground Petroleum Storage Tanks
INDIAN UST ---------- Underground Storage Tanks on Indian Land

State and tribal institutional control / engineering control registries

AUL ---------- Sites with Controls

State and tribal voluntary cleanup sites

INDIAN VCP ---------- Voluntary Cleanup Priority Listing
VCP ---------- Voluntary Cleanup Program Site Listing

State and tribal Brownfields sites

BROWNFIELDS ---------- Brownfields Site List

EXECUTIVE SUMMARY

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS ..... A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY ..... Solid Waste Recycling Facilities
HIST LF ..... Solid Waste Facility Database List
INDIAN ODI ..... Report on the Status of Open Dumps on Indian Lands
DEBRIS REGION 9 ..... Torres Martinez Reservation Illegal Dump Site Locations
ODI ..... Open Dump Inventory
IHS OPEN DUMPS ..... Open Dumps on Indian Land

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL ..... Delisted National Clandestine Laboratory Register
CDL ..... Environmental Emergency Response System
DEL SHWS ..... Registry Sites Withdrawn or Deleted
US CDL ..... National Clandestine Laboratory Register
PFAS ..... PFAS Detections

Local Land Records

LIENS 2 ..... CERCLA Lien Information

Records of Emergency Release Reports

HMIRS ..... Hazardous Materials Information Reporting System
SPILLS ..... Environmental Response Tracking Database
SPILLS 90 ..... SPILLS 90 data from FirstSearch

Other Ascertainable Records

FUDS ..... Formerly Used Defense Sites
DOD ..... Department of Defense Sites
SCRD DRYCLEANERS ..... State Coalition for Remediation of Drycleaners Listing
US FIN ASSUR ..... Financial Assurance Information
EPA WATCH LIST ..... EPA WATCH LIST
2020 COR ACTION ..... 2020 Corrective Action Program List
TSCA ..... Toxic Substances Control Act
TRIS ..... Toxic Chemical Release Inventory System
SSTS ..... Section 7 Tracking Systems
ROD ..... Records Of Decision
RMP ..... Risk Management Plans
RAATS ..... RCRA Administrative Action Tracking System
PRP ..... Potentially Responsible Parties
PADS ..... PCB Activity Database System
ICIS ..... Integrated Compliance Information System
FTTS ..... FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
MLTS ..... Material Licensing Tracking System

COAL ASH DOE - Steam-Electric Plant Operation Data
COAL ASH EPA - Coal Combustion Residues Surface Impoundments List
PCB TRANSFORMER - PCB Transformer Registration Database
RADINFO - Radiation Information Database
HIST FTTS - FIFRA/TSCA Tracking System Administrative Case Listing
DOT OPS - Incident and Accident Data
CONSENT - Superfund (CERCLA) Consent Decrees
INDIAN RESERV - Indian Reservations
FUSRAP - Formerly Utilized Sites Remedial Action Program
UMTRA - Uranium Mill Tailings Sites
LEAD SMELTERS - Lead Smelter Sites
US AIRS - Aerometric Information Retrieval System Facility Subsystem
US MINES - Mines Master Index File
ABANDONED MINES - Abandoned Mines
FINDS - Facility Index System/Facility Registry System
UXO - Unexploded Ordnance Sites
DOCKET HWC - Hazardous Waste Compliance Docket Listing
ECHO - Enforcement & Compliance History Information
FUELS PROGRAM - EPA Fuels Program Registered Listing
ASBESTOS - Asbestos Notification Listing
COAL ASH - Coal Ash Disposal Sites
DRYCLEANERS - Drycleaners in Missouri Listing
Financial Assurance - Financial Assurance Information Listing
NPDES - Permitted Facility Listing
MO RRC - Certified Hazardous Waste Resource Recovery Facilities
UIC - Underground Injection Wells Database
MINES MRDS - Mineral Resources Data System

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP - EDR Proprietary Manufactured Gas Plants
EDR Hist Auto - EDR Exclusive Historical Auto Stations
EDR Hist Cleaner - EDR Exclusive Historical Cleaners

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS - Recovered Government Archive State Hazardous Waste Facilities List
RGA LF - Recovered Government Archive Solid Waste Facilities List
RGA LUST - Recovered Government Archive Leaking Underground Storage Tank

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.
Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

EXECUTIVE SUMMARY

ADDITIONAL ENVIRONMENTAL RECORDS

Other Ascertainable Records

RCRA NonGen / NLR: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

A review of the RCRA NonGen / NLR list, as provided by EDR, and dated 03/22/2021 has revealed that there is 1 RCRA NonGen / NLR site within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
NATIONAL REFRACTORIE EPA ID:: MOD006269690	1199 N HWY 19	S 0 - 1/8 (0.037 mi.)	B4	12

MINES: This data set contains names, locations and additional data for active Industrial Mineral Mines permitted with the Missouri Department of Natural Resources, Division of Environmental Quality, Land Reclamation Program. Industrial Mineral Mines permitted are rock quarries, clay pits, sand and gravel pits, or in-stream sand and gravel operations.

A review of the MINES list, as provided by EDR, and dated 01/18/2019 has revealed that there is 1 MINES site within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
Not reported		S 1/8 - 1/4 (0.177 mi.)	6	19

SMARS: SMARS currently houses information for Superfund, Federal Facility, Brownfields Voluntary Cleanup Program and Missouri's other state response programs.

A review of the SMARS list, as provided by EDR, and dated 03/11/2021 has revealed that there is 1 SMARS site within approximately 0.5 miles of the target property.

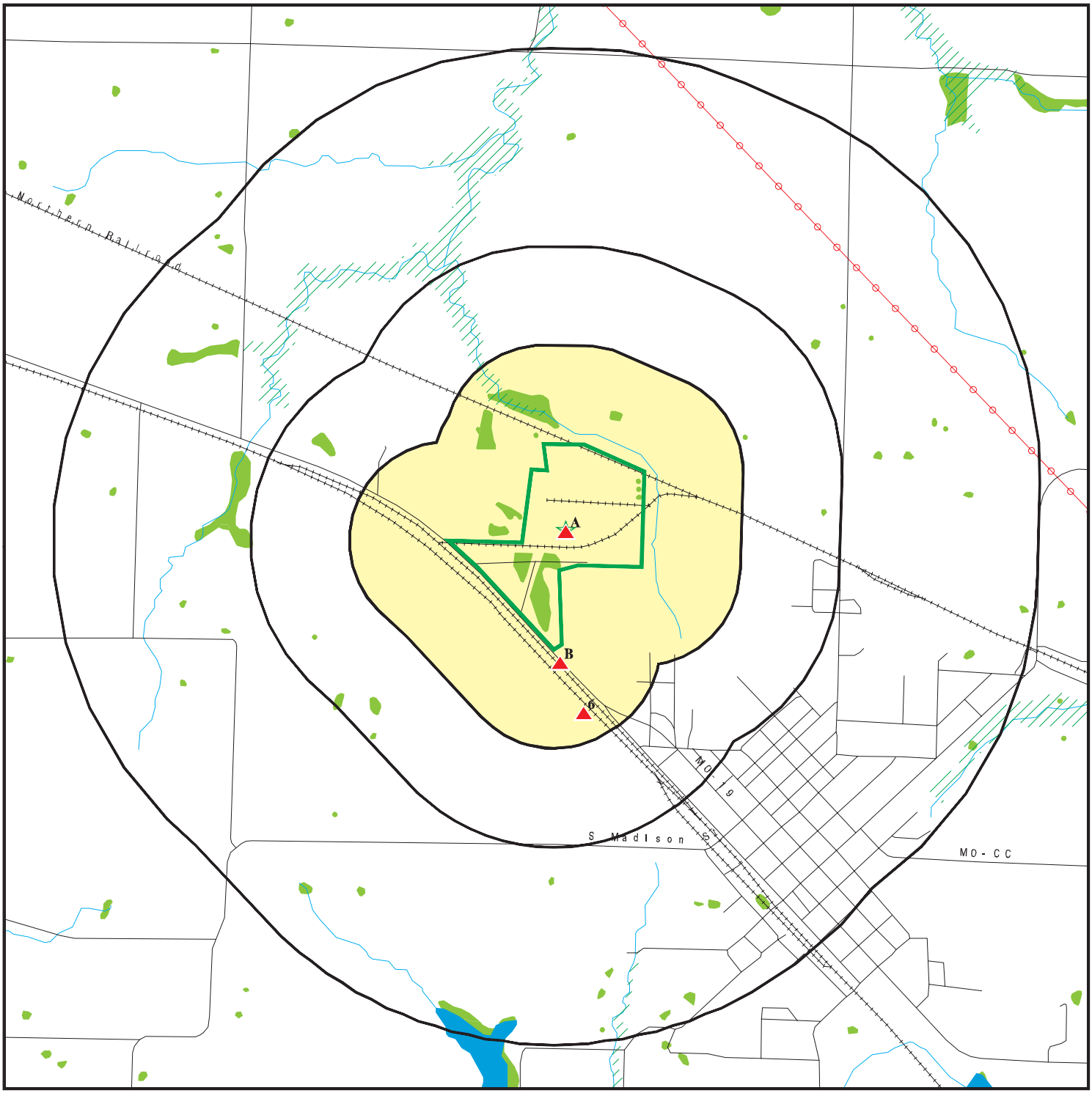
Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
NATIONAL REFRACTORIE	1199 W HWY 19	S 0 - 1/8 (0.037 mi.)	B5	18

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 1 records.

Site Name	Database(s)
WELLSVILLE FIREBRICK CO. #4 KILN P	ASBESTOS

OVERVIEW MAP - 6530048.2S



0 1/4 1/2 1 Miles

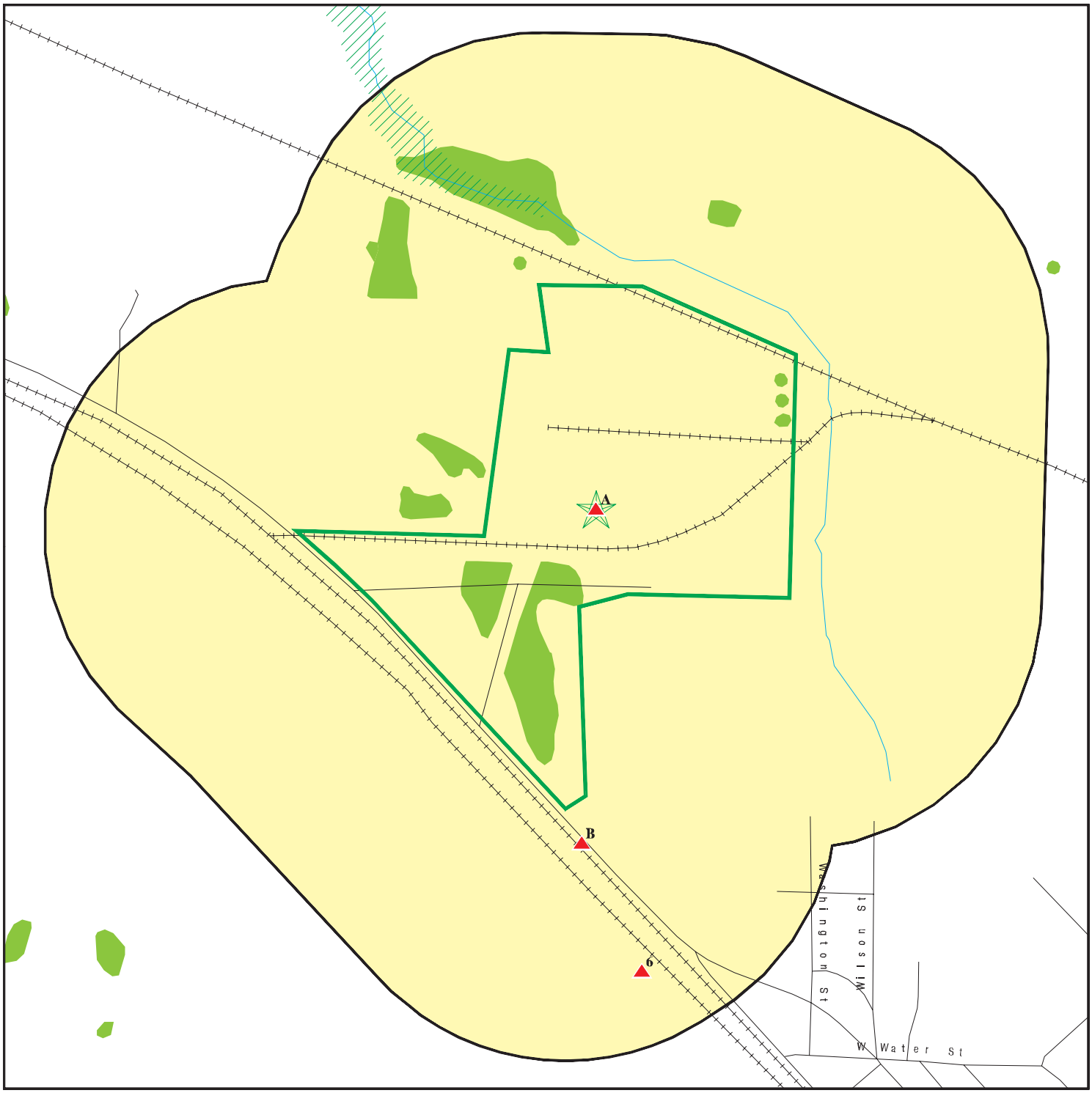
- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- Power transmission lines
- Special Flood Hazard Area (1%)
- 0.2% Annual Chance Flood Hazard
- National Wetland Inventory
- State Wetlands

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Wellsville Firebrick Plant	CLIENT: Tetra Tech EMI
ADDRESS: 1199 Highway 19 Wellsville MO 63384	CONTACT: Kaitlyn Mitchell INQUIRY #: 6530048.2s
LAT/LONG: 39.084089 / 91.579867	DATE: June 10, 2021 8:45 am

Copyright © 2021 EDR, Inc. © 2015 TomTom Rel. 2015.

DETAIL MAP - 6530048.2S



0 1/8 1/4 1/2 Miles

- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- Sensitive Receptors
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- Special Flood Hazard Area (1%)
- 0.2% Annual Chance Flood Hazard
- National Wetland Inventory
- State Wetlands

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Wellsville Firebrick Plant	CLIENT: Tetra Tech EMI
ADDRESS: 1199 Highway 19 Wellsville MO 63384	CONTACT: Kaitlyn Mitchell INQUIRY #: 6530048.2s
LAT/LONG: 39.084089 / 91.579867	DATE: June 10, 2021 8:46 am

Copyright © 2021 EDR, Inc. © 2015 TomTom Rel. 2015.

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
Federal NPL site list								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	1.000		0	0	0	0	NR	0
Federal Delisted NPL site list								
Delisted NPL	1.000		0	0	0	0	NR	0
Federal CERCLIS list								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
Federal CERCLIS NFRAP site list								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
Federal RCRA CORRACTS facilities list								
CORRACTS	1.000		0	0	0	0	NR	0
Federal RCRA non-CORRACTS TSD facilities list								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Federal RCRA generators list								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-VSQG	0.250		0	0	NR	NR	NR	0
Federal institutional controls / engineering controls registries								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROLS	0.500		0	0	0	NR	NR	0
Federal ERNS list								
ERNS	TP		NR	NR	NR	NR	NR	0
State- and tribal - equivalent CERCLIS								
SHWS	1.000		0	0	0	0	NR	0
State and tribal landfill and/or solid waste disposal site lists								
SWF/LF	0.500		0	0	0	NR	NR	0
State and tribal leaking storage tank lists								
LUST	0.500		0	0	0	NR	NR	0
LAST	0.500		0	0	0	NR	NR	0
INDIAN LUST	0.500		0	0	0	NR	NR	0
State and tribal registered storage tank lists								
FEMA UST	0.250		0	0	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
UST	0.250		0	0	NR	NR	NR	0
AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
State and tribal institutional control / engineering control registries								
AUL	0.500		0	0	0	NR	NR	0
State and tribal voluntary cleanup sites								
INDIAN VCP	0.500		0	0	0	NR	NR	0
VCP	0.500		0	0	0	NR	NR	0
State and tribal Brownfields sites								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
SWRCY	0.500		0	0	0	NR	NR	0
HIST LF	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US HIST CDL	TP		NR	NR	NR	NR	NR	0
CDL	TP		NR	NR	NR	NR	NR	0
DEL SHWS	1.000		0	0	0	0	NR	0
US CDL	TP		NR	NR	NR	NR	NR	0
PFAS	0.500		0	0	0	NR	NR	0
Local Land Records								
LIENS 2	TP		NR	NR	NR	NR	NR	0
Records of Emergency Release Reports								
HMIRS	TP		NR	NR	NR	NR	NR	0
SPILLS	TP		NR	NR	NR	NR	NR	0
SPILLS 90	TP		NR	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.250		1	0	NR	NR	NR	1
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
US FIN ASSUR	TP		NR	NR	NR	NR	NR	0
EPA WATCH LIST	TP		NR	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
SSTS	TP		NR	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
PRP	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
ICIS	TP		NR	NR	NR	NR	NR	0
FTTS	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
COAL ASH DOE	TP		NR	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
RADINFO	TP		NR	NR	NR	NR	NR	0
HIST FTTS	TP		NR	NR	NR	NR	NR	0
DOT OPS	TP		NR	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	TP		NR	NR	NR	NR	NR	0
US AIRS	TP		NR	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.250		0	0	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
UXO	1.000		0	0	0	0	NR	0
DOCKET HWC	TP		NR	NR	NR	NR	NR	0
ECHO	TP		NR	NR	NR	NR	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
AIRS	TP	2	NR	NR	NR	NR	NR	2
ASBESTOS	TP		NR	NR	NR	NR	NR	0
COAL ASH	0.500		0	0	0	NR	NR	0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
Financial Assurance	TP		NR	NR	NR	NR	NR	0
MINES	0.250		0	1	NR	NR	NR	1
NPDES	TP		NR	NR	NR	NR	NR	0
MO RRC	TP		NR	NR	NR	NR	NR	0
SMARS	0.500	1	1	0	0	NR	NR	2
UIC	TP		NR	NR	NR	NR	NR	0
MINES MRDS	TP		NR	NR	NR	NR	NR	0

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0
EDR RECOVERED GOVERNMENT ARCHIVES								
Exclusive Recovered Govt. Archives								
RGA HWS	TP		NR	NR	NR	NR	NR	0
RGA LF	TP		NR	NR	NR	NR	NR	0
RGA LUST	TP		NR	NR	NR	NR	NR	0
- Totals --		3	2	1	0	0	0	6

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

A1 **WELLSVILLE FIREBRICK CO** **AIRS** **S109121299**
Target **1199 N HWY 19** **N/A**
Property **WELLSVILLE, MO**

Site 1 of 3 in cluster A

Actual: **803 ft.**

AIRS:

Year:	Not reported
Name:	WELLSVILLE FIREBRICK CO
Address:	1199 N HWY 19
City,State,Zip:	WELLSVILLE, MO
Facility ID:	Not reported
Start Review Date:	Not reported
Program ID:	Not reported
Complete Date:	Not reported
Country:	Not reported
Permit Number:	0579-001
Step Name:	AP: Technical Review
Permitee Name:	AP: Sec 5 & 6: Deminimis and Minor
SA Description:	Not reported
Locator X:	1199 N Hwy 19
Expiration Date:	Not reported
Received Submittal Date:	Not reported
Description:	Not reported
Contact Name:	Not reported
Cons Name:	Not reported
Port Cnty:	Not reported
Permit Code:	Not reported
FIPS Plant:	Not reported
Contact Code:	Not reported
Days From Start:	Not reported
Days From Completion:	Not reported
Number of Days:	Not reported
Organization Formal Name:	Not reported
Affiliation Type Code:	Not reported
Facility Category Code:	Not reported
Facility Site Status Code:	Not reported
Facility Site Status Code Year:	Not reported
Facility Site Comment:	Not reported
NAICS Code:	Not reported
Supplemental Location Text:	Not reported
Latitude:	Not reported
Longitude:	Not reported

Year:	Not reported
Name:	WELLSVILLE FIREBRICK CO
Address:	1199 N HWY 19
City,State,Zip:	WELLSVILLE, MO
Facility ID:	Not reported
Start Review Date:	Not reported
Program ID:	Not reported
Complete Date:	Not reported
Country:	Not reported
Permit Number:	0892-002
Step Name:	AP: Permit Issued
Permitee Name:	AP: Sec 5 & 6: Deminimis and Minor
SA Description:	Not reported
Locator X:	1199 N Hwy 19
Expiration Date:	Not reported

WELLSVILLE FIREBRICK CO (Continued) **S109121299**

Received Submittal Date:	Not reported
Description:	Not reported
Contact Name:	Not reported
Cons Name:	Not reported
Port Cnty:	Not reported
Permit Code:	Not reported
FIPS Plant:	Not reported
Contact Code:	Not reported
Days From Start:	Not reported
Days From Completion:	Not reported
Number of Days:	Not reported
Organization Formal Name:	Not reported
Affiliation Type Code:	Not reported
Facility Category Code:	Not reported
Facility Site Status Code:	Not reported
Facility Site Status Code Year:	Not reported
Facility Site Comment:	Not reported
NAICS Code:	Not reported
Supplemental Location Text:	Not reported
Latitude:	Not reported
Longitude:	Not reported

Year:	Not reported
Name:	WELLSVILLE FIREBRICK CO
Address:	1199 N HWY 19
City,State,Zip:	WELLSVILLE, MO
Facility ID:	Not reported
Start Review Date:	Not reported
Program ID:	Not reported
Complete Date:	Not reported
Country:	Not reported
Permit Number:	Not reported
Step Name:	AP: No Permit Required
Permitee Name:	AP: Applicability Determination Request
SA Description:	Not reported
Locator X:	1199 N Hwy 19
Expiration Date:	Not reported
Received Submittal Date:	Not reported
Description:	conveyor transfer modification
Contact Name:	Not reported
Cons Name:	Not reported
Port Cnty:	Not reported
Permit Code:	Not reported
FIPS Plant:	Not reported
Contact Code:	Not reported
Days From Start:	Not reported
Days From Completion:	Not reported
Number of Days:	Not reported
Organization Formal Name:	Not reported
Affiliation Type Code:	Not reported
Facility Category Code:	Not reported
Facility Site Status Code:	Not reported
Facility Site Status Code Year:	Not reported
Facility Site Comment:	Not reported
NAICS Code:	Not reported
Supplemental Location Text:	Not reported
Latitude:	Not reported

WELLSVILLE FIREBRICK CO (Continued) **S109121299**

Longitude:	Not reported
Year:	Not reported
Name:	WELLSVILLE FIREBRICK CO
Address:	1199 N HWY 19
City,State,Zip:	WELLSVILLE, MO
Facility ID:	Not reported
Start Review Date:	Not reported
Program ID:	Not reported
Complete Date:	Not reported
Country:	Not reported
Permit Number:	OP1999-089
Step Name:	AP: Operating Permit Issued
Permitee Name:	AOP: Part 70 Operating Permit
SA Description:	Not reported
Locator X:	1199 N Hwy 19
Expiration Date:	Not reported
Received Submittal Date:	Not reported
Description:	Refractory Products
Contact Name:	Not reported
Cons Name:	Not reported
Port Cnty:	Not reported
Permit Code:	Not reported
FIPS Plant:	Not reported
Contact Code:	Not reported
Days From Start:	Not reported
Days From Completion:	Not reported
Number of Days:	Not reported
Organization Formal Name:	Not reported
Affiliation Type Code:	Not reported
Facility Category Code:	Not reported
Facility Site Status Code:	Not reported
Facility Site Status Code Year:	Not reported
Facility Site Comment:	Not reported
NAICS Code:	Not reported
Supplemental Location Text:	Not reported
Latitude:	Not reported
Longitude:	Not reported
Year:	Not reported
Name:	WELLSVILLE FIREBRICK CO
Address:	1199 N HWY 19
City,State,Zip:	WELLSVILLE, MO
Facility ID:	Not reported
Start Review Date:	Not reported
Program ID:	Not reported
Complete Date:	Not reported
Country:	Not reported
Permit Number:	0199-014
Step Name:	AP: Section 5 Permit Issued
Permitee Name:	AP: Sec 5 & 6: Deminimis and Minor
SA Description:	Not reported
Locator X:	1199 N Hwy 19
Expiration Date:	Not reported
Received Submittal Date:	Not reported
Description:	Install mixing, feed system
Contact Name:	Not reported

WELLSVILLE FIREBRICK CO (Continued) **S109121299**

Cons Name:	Not reported
Port Cnty:	Not reported
Permit Code:	Not reported
FIPS Plant:	Not reported
Contact Code:	Not reported
Days From Start:	Not reported
Days From Completion:	Not reported
Number of Days:	Not reported
Organization Formal Name:	Not reported
Affiliation Type Code:	Not reported
Facility Category Code:	Not reported
Facility Site Status Code:	Not reported
Facility Site Status Code Year:	Not reported
Facility Site Comment:	Not reported
NAICS Code:	Not reported
Supplemental Location Text:	Not reported
Latitude:	Not reported
Longitude:	Not reported

A2 **COVENANT RECYCLING** **AIRS** **S109120034**
Target **1199 HWY 19 N** **N/A**
Property **WELLSVILLE, MO**

Site 2 of 3 in cluster A

Actual:
803 ft.

AIRS:

Year:	Not reported
Name:	COVENANT RECYCLING
Address:	1199 HWY 19 N
City,State,Zip:	WELLSVILLE, MO
Facility ID:	Not reported
Start Review Date:	Not reported
Program ID:	Not reported
Complete Date:	Not reported
Country:	Not reported
Permit Number:	Not reported
Step Name:	AP: No Permit Required
Permitee Name:	AP: Applicability Determination Request
SA Description:	Not reported
Locator X:	1199 Hwy 19 N
Expiration Date:	Not reported
Received Submittal Date:	Not reported
Description:	Tire Recycling
Contact Name:	Not reported
Cons Name:	Not reported
Port Cnty:	Not reported
Permit Code:	Not reported
FIPS Plant:	Not reported
Contact Code:	Not reported
Days From Start:	Not reported
Days From Completion:	Not reported
Number of Days:	Not reported
Organization Formal Name:	Not reported
Affiliation Type Code:	Not reported
Facility Category Code:	Not reported
Facility Site Status Code:	Not reported
Facility Site Status Code Year:	Not reported
Facility Site Comment:	Not reported

COVENANT RECYCLING (Continued) **S109120034**

NAICS Code: Not reported
Supplemental Location Text: Not reported
Latitude: Not reported
Longitude: Not reported

A3 **WELLSVILLE FIRE BRICK COMPANY** **SMARS** **S123089950**
Target **1199 HWY 19** **N/A**
Property **WELLSVILLE, MO 63384**

Site 3 of 3 in cluster A

Actual: **803 ft.**

SMARS:
Name: WELLSVILLE FIRE BRICK COMPANY
Address: 1199 HWY 19
City,State,Zip: WELLSVILLE, MO 63384
SM Number: 13095
CERCLIS: Not reported
Ownership: VCP
Superfund Ownership: No
Voluntary Cleanup Ownership: Yes
Federal Facilities Ownership: No
Permits Ownership: No
NPL Date: Not reported
Tank Site Identification #: Not reported
Tank Remediation #: Not reported
Registry: No
Site Code: Not reported
Other Site Code: Not reported

B4 **NATIONAL REFRACTORIES & MINERALS** **RCRA NonGen / NLR** **1000292525**
South **1199 N HWY 19** **MOD006269690**
< 1/8 **WELLSVILLE, MO 63384**
0.037 mi.
196 ft. **Site 1 of 2 in cluster B**

Relative: **Higher**
Actual: **810 ft.**

RCRA NonGen / NLR:
Date Form Received by Agency: 2005-03-23 00:00:00.0
Handler Name: NATIONAL REFRACTORIES & MINERALS
Handler Address: 1199 N HWY 19
Handler City,State,Zip: WELLSVILLE, MO 63384
EPA ID: MOD006269690
Contact Name: NORBERT SUTTER
Contact Address: 1199 N HWY 19
Contact City,State,Zip: WELLSVILLE, MO 63384
Contact Telephone: 573-684-2223
Contact Fax: Not reported
Contact Email: Not reported
Contact Title: Not reported
EPA Region: 07
Land Type: Private
Federal Waste Generator Description: Not a generator, verified
Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported
Active Site Indicator: Not reported
State District Owner: Not reported

NATIONAL REFRACTORIES & MINERALS (Continued) **1000292525**

State District:	Not reported
Mailing Address:	N HWY 19
Mailing City,State,Zip:	WELLSVILLE, MO 63384
Owner Name:	NATIONAL REFRACTORIES & MINERALS
Owner Type:	Private
Operator Name:	Not reported
Operator Type:	Not reported
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site Fed-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site Converter Treatment storage and Disposal Facility:	Not reported
Active Site State-Reg Treatment Storage and Disposal Facility:	Not reported
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	NN
Sub-Part K Indicator:	Not reported
Commercial TSD Indicator:	No
Treatment Storage and Disposal Type:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
Permit Renewals Workload Universe:	Not reported
Permit Workload Universe:	Not reported
Permit Progress Universe:	Not reported
Post-Closure Workload Universe:	Not reported
Closure Workload Universe:	Not reported
202 GPRA Corrective Action Baseline:	No
Corrective Action Workload Universe:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:	No
TSDFs Only Subject to CA under Discretionary Auth Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Operating TSDF Universe:	Not reported
Full Enforcement Universe:	Not reported
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	2005-03-28 12:42:24.0
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No

NATIONAL REFRACTORIES & MINERALS (Continued) **1000292525**

Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	D039
Waste Description:	TETRACHLOROETHYLENE

Handler - Owner Operator:

Owner/Operator Indicator:	Owner
Owner/Operator Name:	WELLSVILLE FIRE BRICK CO
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	PO BOX 71
Owner/Operator City,State,Zip:	WELLSVILLE, MO 63384-0071
Owner/Operator Telephone:	573-684-2222
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name:	NATIONAL REFRACTORIES & MINERALS
Legal Status:	Private
Date Became Current:	1999-05-10 00:00:00.
Date Ended Current:	Not reported
Owner/Operator Address:	1852 RUTAN DR
Owner/Operator City,State,Zip:	LIVERMORE, CA 94550
Owner/Operator Telephone:	925-449-5010
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name:	NATIONAL REFRACTORIES & MINERALS
Legal Status:	Private
Date Became Current:	1999-05-10 00:00:00.
Date Ended Current:	Not reported
Owner/Operator Address:	1852 RUTAN DR
Owner/Operator City,State,Zip:	LIVERMORE, CA 94550
Owner/Operator Telephone:	925-449-5010
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name:	WELLSVILLE FIRE BRICK CO
Legal Status:	Private
Date Became Current:	Not reported
Date Ended Current:	Not reported
Owner/Operator Address:	PO BOX 71
Owner/Operator City,State,Zip:	WELLSVILLE, MO 63384-0071
Owner/Operator Telephone:	573-684-2222

NATIONAL REFRACTORIES & MINERALS (Continued) **1000292525**

Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 2005-03-23 00:00:00.0
Handler Name: NATIONAL REFRACTORIES & MINERALS
Federal Waste Generator Description: Not a generator, verified
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 1998-03-11 00:00:00.0
Handler Name: NATIONAL REFRACTORIES & MINERALS
Federal Waste Generator Description: Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

Receive Date: 2000-11-16 00:00:00.0
Handler Name: NATIONAL REFRACTORIES & MINERALS
Federal Waste Generator Description: Small Quantity Generator
State District Owner: Not reported
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Code: 327124
NAICS Description: CLAY REFRACTORY MANUFACTURING

Facility Has Received Notices of Violation:
Found Violation: No
Agency Which Determined Violation: Not reported
Violation Short Description: Not reported
Date Violation was Determined: Not reported
Actual Return to Compliance Date: Not reported
Return to Compliance Qualifier: Not reported
Violation Responsible Agency: Not reported

NATIONAL REFRACTORIES & MINERALS (Continued) **1000292525**

Scheduled Compliance Date:	Not reported
Enforcement Identifier:	Not reported
Date of Enforcement Action:	Not reported
Enforcement Responsible Agency:	Not reported
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	Not reported
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	Not reported
Enforcement Responsible Person:	Not reported
Enforcement Responsible Sub-Organization:	Not reported
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

Found Violation:	Yes
Agency Which Determined Violation:	State
Violation Short Description:	Generators - General
Date Violation was Determined:	2000-09-28 00:00:00.0
Actual Return to Compliance Date:	2000-09-28 00:00:00.0
Return to Compliance Qualifier:	Unverifiable
Violation Responsible Agency:	State
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	Not reported
Date of Enforcement Action:	Not reported
Enforcement Responsible Agency:	Not reported
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	Not reported
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	Not reported
Enforcement Responsible Person:	Not reported
Enforcement Responsible Sub-Organization:	Not reported
SEP Sequence Number:	Not reported

NATIONAL REFRACTORIES & MINERALS (Continued) **1000292525**

SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

Found Violation:	Yes
Agency Which Determined Violation:	State
Violation Short Description:	Generators - General
Date Violation was Determined:	2000-09-28 00:00:00.0
Actual Return to Compliance Date:	2000-09-28 00:00:00.0
Return to Compliance Qualifier:	Unverifiable
Violation Responsible Agency:	State
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	Not reported
Date of Enforcement Action:	Not reported
Enforcement Responsible Agency:	Not reported
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	Not reported
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	Not reported
Enforcement Responsible Person:	Not reported
Enforcement Responsible Sub-Organization:	Not reported
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

Evaluation Action Summary:

Evaluation Date:	2009-09-24 00:00:00.0
Evaluation Responsible Agency:	State
Found Violation:	No
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	MOCT
Evaluation Responsible Sub-Organization:	ENF

NATIONAL REFRACTORIES & MINERALS (Continued) **1000292525**

Actual Return to Compliance Date:	Not reported
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported
Evaluation Date:	2000-09-28 00:00:00.0
Evaluation Responsible Agency:	State
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	MODBG
Evaluation Responsible Sub-Organization:	Not reported
Actual Return to Compliance Date:	2000-09-28 00:00:00.0
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported
Evaluation Date:	2000-09-28 00:00:00.0
Evaluation Responsible Agency:	State
Found Violation:	Yes
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	MODBG
Evaluation Responsible Sub-Organization:	Not reported
Actual Return to Compliance Date:	2000-09-28 00:00:00.0
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

B5 **NATIONAL REFRACTORIES-WELLSVILLE** **SMARS** **S112443596**
South **1199 W HWY 19** **N/A**
< 1/8 **WELLSVILLE, MO 63133**
0.037 mi.
196 ft. **Site 2 of 2 in cluster B**

Relative: **Higher**

Actual: **810 ft.**

SMARS:

Name:	NATIONAL REFRACTORIES-WELLSVILLE
Address:	1199 W HWY 19
City,State,Zip:	WELLSVILLE, MO 63133
SM Number:	11745
CERCLIS:	Not reported
Ownership:	Superfund
Superfund Ownership:	Yes
Voluntary Cleanup Ownership:	No
Federal Facilities Ownership:	No
Permits Ownership:	No
NPL Date:	Not reported
Tank Site Identification #:	Not reported
Tank Remediation #:	Not reported
Registry:	No
Site Code:	Not reported
Other Site Code:	Not reported

6
South
1/8-1/4
0.177 mi.
935 ft.

QUINCY, MO

MINES **S122467474**
N/A

Relative:
Higher

Actual:
819 ft.

MINES:

Site ID:	1390243
Elevation Meters:	247
Elevation Feet:	810
Quadrangle:	Wellsville
FIPS Code:	139
Township:	50N
Range:	6W
Section:	28
Quarter:	NESE
Projected:	Not reported
Land Grant:	Not reported
Type of Operation:	Underground
Surface:	Not reported
Underground:	y
Smelter:	Not reported
Mine Tailings:	Not reported
Mine Waste Rock:	Not reported
Processing Plant:	Not reported
Status:	Past Producer
Mine Safety and Health Administration:	Not reported
Commodities:	Coal
Property Owner:	Not reported
Operator:	Not reported
Acres:	1
Depth:	Not reported
Reference Table:	y
Aerial Photos:	y
Mine Extends Into Different Section:	Not reported
Formations:	Not reported
Operation Opened:	Not reported
Operation Closed:	Not reported
Operation Reopened:	Not reported
Operation Reclosed:	Not reported
Tonnage of Ore:	Not reported
Source Info:	Not reported
Timeframe:	Not reported
Areal Data:	Not reported
Comments:	Not reported
Shaft Name:	Not reported
Different:	Not reported
Dimensions:	Not reported
MILS Compilation:	Not reported
Location:	Not reported
UTM Coordinates:	MILS sheet
UTM Easting NAD27:	622930
UTM Northing NAD27:	4326120
UTM Easting NAD83:	622913
UTM Northing NAD83:	4326332

Count: 1 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
WELLSVILLE	S122837486	WELLSVILLE FIREBRICK CO. #4 KILN P	WEST HIGHWAY 19	63384	ASBESTOS

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 04/27/2021
Date Data Arrived at EDR: 05/03/2021
Date Made Active in Reports: 05/19/2021
Number of Days to Update: 16

Source: EPA
Telephone: N/A
Last EDR Contact: 06/04/2021
Next Scheduled EDR Contact: 07/12/2021
Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 6
Telephone: 214-655-6659

EPA Region 3
Telephone 215-814-5418

EPA Region 7
Telephone: 913-551-7247

EPA Region 4
Telephone 404-562-8033

EPA Region 8
Telephone: 303-312-6774

EPA Region 5
Telephone 312-886-6686

EPA Region 9
Telephone: 415-947-4246

EPA Region 10
Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 04/27/2021
Date Data Arrived at EDR: 05/03/2021
Date Made Active in Reports: 05/19/2021
Number of Days to Update: 16

Source: EPA
Telephone: N/A
Last EDR Contact: 06/04/2021
Next Scheduled EDR Contact: 07/12/2021
Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991
Date Data Arrived at EDR: 02/02/1994
Date Made Active in Reports: 03/30/1994
Number of Days to Update: 56

Source: EPA
Telephone: 202-564-4267
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: No Update Planned

Federal Delisted NPL site list

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 04/27/2021
Date Data Arrived at EDR: 05/03/2021
Date Made Active in Reports: 05/19/2021
Number of Days to Update: 16

Source: EPA
Telephone: N/A
Last EDR Contact: 06/04/2021
Next Scheduled EDR Contact: 07/12/2021
Data Release Frequency: Quarterly

Federal CERCLIS list

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 04/03/2019
Date Data Arrived at EDR: 04/05/2019
Date Made Active in Reports: 05/14/2019
Number of Days to Update: 39

Source: Environmental Protection Agency
Telephone: 703-603-8704
Last EDR Contact: 03/30/2021
Next Scheduled EDR Contact: 07/12/2021
Data Release Frequency: Varies

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly know as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 04/27/2021
Date Data Arrived at EDR: 05/03/2021
Date Made Active in Reports: 05/19/2021
Number of Days to Update: 16

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 06/04/2021
Next Scheduled EDR Contact: 07/26/2021
Data Release Frequency: Quarterly

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that. based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 04/27/2021
Date Data Arrived at EDR: 05/03/2021
Date Made Active in Reports: 05/19/2021
Number of Days to Update: 16

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 06/04/2021
Next Scheduled EDR Contact: 07/26/2021
Data Release Frequency: Quarterly

Federal RCRA CORRACTS facilities list

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 03/22/2021
Date Data Arrived at EDR: 03/23/2021
Date Made Active in Reports: 05/19/2021
Number of Days to Update: 57

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 03/23/2021
Next Scheduled EDR Contact: 07/05/2021
Data Release Frequency: Quarterly

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 03/22/2021
Date Data Arrived at EDR: 03/23/2021
Date Made Active in Reports: 05/19/2021
Number of Days to Update: 57

Source: Environmental Protection Agency
Telephone: 913-551-7003
Last EDR Contact: 03/23/2021
Next Scheduled EDR Contact: 07/05/2021
Data Release Frequency: Quarterly

Federal RCRA generators list

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 03/22/2021
Date Data Arrived at EDR: 03/23/2021
Date Made Active in Reports: 05/19/2021
Number of Days to Update: 57

Source: Environmental Protection Agency
Telephone: 913-551-7003
Last EDR Contact: 03/23/2021
Next Scheduled EDR Contact: 07/05/2021
Data Release Frequency: Quarterly

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 03/22/2021
Date Data Arrived at EDR: 03/23/2021
Date Made Active in Reports: 05/19/2021
Number of Days to Update: 57

Source: Environmental Protection Agency
Telephone: 913-551-7003
Last EDR Contact: 03/23/2021
Next Scheduled EDR Contact: 07/05/2021
Data Release Frequency: Quarterly

RCRA-VSQG: RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Very small quantity generators (VSQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 03/22/2021
Date Data Arrived at EDR: 03/23/2021
Date Made Active in Reports: 05/19/2021
Number of Days to Update: 57

Source: Environmental Protection Agency
Telephone: 913-551-7003
Last EDR Contact: 03/23/2021
Next Scheduled EDR Contact: 07/05/2021
Data Release Frequency: Quarterly

Federal institutional controls / engineering controls registries

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 02/09/2021
Date Data Arrived at EDR: 02/11/2021
Date Made Active in Reports: 03/22/2021
Number of Days to Update: 39

Source: Department of the Navy
Telephone: 843-820-7326
Last EDR Contact: 05/05/2021
Next Scheduled EDR Contact: 08/23/2021
Data Release Frequency: Varies

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 02/22/2021
Date Data Arrived at EDR: 02/23/2021
Date Made Active in Reports: 05/19/2021
Number of Days to Update: 85

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 05/21/2021
Next Scheduled EDR Contact: 09/06/2021
Data Release Frequency: Varies

US INST CONTROLS: Institutional Controls Sites List

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 02/22/2021
Date Data Arrived at EDR: 02/23/2021
Date Made Active in Reports: 05/19/2021
Number of Days to Update: 85

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 05/21/2021
Next Scheduled EDR Contact: 09/06/2021
Data Release Frequency: Varies

Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 12/14/2020
Date Data Arrived at EDR: 12/15/2020
Date Made Active in Reports: 12/22/2020
Number of Days to Update: 7

Source: National Response Center, United States Coast Guard
Telephone: 202-267-2180
Last EDR Contact: 12/15/2020
Next Scheduled EDR Contact: 07/05/2021
Data Release Frequency: Quarterly

State- and tribal - equivalent CERCLIS

SHWS: Registry of Confirmed Abandoned or Uncontrolled Hazardous Waste Disposal Sites

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 09/21/2020
Date Data Arrived at EDR: 09/23/2020
Date Made Active in Reports: 12/15/2020
Number of Days to Update: 83

Source: Department of Natural Resources
Telephone: 573-751-1990
Last EDR Contact: 06/02/2021
Next Scheduled EDR Contact: 09/20/2021
Data Release Frequency: Annually

HWS DETAIL: Registry Annual Report

Each site is described in detail in this annual report and includeds the following information: a general description of the site; a summary of any significant environmental problems at and near the site; a summary of any serious health problems in the immediate vicinity of the site; the status of any testing, monitoring or remedial actions in progress or recommended by the department.

Date of Government Version: 06/30/2020
Date Data Arrived at EDR: 02/25/2021
Date Made Active in Reports: 05/18/2021
Number of Days to Update: 82

Source: Department of Natural Resources
Telephone: 573-751-3176
Last EDR Contact: 05/27/2021
Next Scheduled EDR Contact: 09/06/2021
Data Release Frequency: Annually

State and tribal landfill and/or solid waste disposal site lists

SWF/LF: Solid Waste Facility List

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 08/11/2020
Date Data Arrived at EDR: 08/12/2020
Date Made Active in Reports: 11/02/2020
Number of Days to Update: 82

Source: Department of Natural Resources
Telephone: 573-751-5401
Last EDR Contact: 05/05/2021
Next Scheduled EDR Contact: 08/23/2021
Data Release Frequency: Varies

State and tribal leaking storage tank lists

LUST: Leaking Underground Storage Tanks

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 03/02/2021
Date Data Arrived at EDR: 03/10/2021
Date Made Active in Reports: 05/27/2021
Number of Days to Update: 78

Source: Department of Natural Resources
Telephone: 573-751-0135
Last EDR Contact: 06/07/2021
Next Scheduled EDR Contact: 09/20/2021
Data Release Frequency: Quarterly

LAST: Leaking Aboveground Storage Tanks
A listing of leaking aboveground storage tanks.

Date of Government Version: 03/02/2021
Date Data Arrived at EDR: 03/10/2021
Date Made Active in Reports: 05/27/2021
Number of Days to Update: 78
Source: Department of Natural Resources
Telephone: 573-751-6822
Last EDR Contact: 06/07/2021
Next Scheduled EDR Contact: 09/20/2021
Data Release Frequency: Quarterly

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 04/08/2020
Date Data Arrived at EDR: 05/20/2020
Date Made Active in Reports: 08/12/2020
Number of Days to Update: 84
Source: EPA Region 6
Telephone: 214-665-6597
Last EDR Contact: 04/23/2021
Next Scheduled EDR Contact: 08/02/2021
Data Release Frequency: Varies

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land
Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 10/07/2020
Date Data Arrived at EDR: 12/16/2020
Date Made Active in Reports: 03/12/2021
Number of Days to Update: 86
Source: EPA, Region 5
Telephone: 312-886-7439
Last EDR Contact: 04/23/2021
Next Scheduled EDR Contact: 08/02/2021
Data Release Frequency: Varies

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 11/12/2020
Date Data Arrived at EDR: 12/16/2020
Date Made Active in Reports: 03/12/2021
Number of Days to Update: 86
Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 04/23/2021
Next Scheduled EDR Contact: 08/02/2021
Data Release Frequency: Varies

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 10/01/2020
Date Data Arrived at EDR: 12/16/2020
Date Made Active in Reports: 03/12/2021
Number of Days to Update: 86
Source: Environmental Protection Agency
Telephone: 415-972-3372
Last EDR Contact: 04/23/2021
Next Scheduled EDR Contact: 08/02/2021
Data Release Frequency: Varies

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 10/09/2020
Date Data Arrived at EDR: 12/16/2020
Date Made Active in Reports: 03/12/2021
Number of Days to Update: 86
Source: EPA Region 8
Telephone: 303-312-6271
Last EDR Contact: 04/23/2021
Next Scheduled EDR Contact: 08/02/2021
Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 09/30/2020
Date Data Arrived at EDR: 12/22/2020
Date Made Active in Reports: 03/12/2021
Number of Days to Update: 80
Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 04/23/2021
Next Scheduled EDR Contact: 08/02/2021
Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 10/02/2020
Date Data Arrived at EDR: 12/18/2020
Date Made Active in Reports: 03/12/2021
Number of Days to Update: 84
Source: EPA Region 4
Telephone: 404-562-8677
Last EDR Contact: 04/23/2021
Next Scheduled EDR Contact: 08/02/2021
Data Release Frequency: Varies

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 10/01/2020
Date Data Arrived at EDR: 12/16/2020
Date Made Active in Reports: 03/12/2021
Number of Days to Update: 86
Source: EPA Region 1
Telephone: 617-918-1313
Last EDR Contact: 04/23/2021
Next Scheduled EDR Contact: 08/02/2021
Data Release Frequency: Varies

State and tribal registered storage tank lists

FEMA UST: Underground Storage Tank Listing
A listing of all FEMA owned underground storage tanks.

Date of Government Version: 01/29/2021
Date Data Arrived at EDR: 02/17/2021
Date Made Active in Reports: 03/22/2021
Number of Days to Update: 33
Source: FEMA
Telephone: 202-646-5797
Last EDR Contact: 04/05/2021
Next Scheduled EDR Contact: 07/19/2021
Data Release Frequency: Varies

UST: Petroleum Storage Tanks
Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 03/02/2021
Date Data Arrived at EDR: 03/10/2021
Date Made Active in Reports: 05/27/2021
Number of Days to Update: 78
Source: Department of Natural Resources
Telephone: 573-751-0135
Last EDR Contact: 06/07/2021
Next Scheduled EDR Contact: 09/20/2021
Data Release Frequency: Quarterly

AST: Aboveground Petroleum Storage Tanks
Registered Aboveground Storage Tanks.

Date of Government Version: 03/04/2021
Date Data Arrived at EDR: 03/05/2021
Date Made Active in Reports: 03/10/2021
Number of Days to Update: 5
Source: Department of Agriculture
Telephone: 573-751-7062
Last EDR Contact: 05/26/2021
Next Scheduled EDR Contact: 09/13/2021
Data Release Frequency: Semi-Annually

INDIAN UST R1: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 10/01/2020
Date Data Arrived at EDR: 12/16/2020
Date Made Active in Reports: 03/12/2021
Number of Days to Update: 86
Source: EPA, Region 1
Telephone: 617-918-1313
Last EDR Contact: 04/23/2021
Next Scheduled EDR Contact: 08/02/2021
Data Release Frequency: Varies

INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 10/07/2020
Date Data Arrived at EDR: 12/16/2020
Date Made Active in Reports: 03/12/2021
Number of Days to Update: 86

Source: EPA Region 5
Telephone: 312-886-6136
Last EDR Contact: 04/23/2021
Next Scheduled EDR Contact: 08/02/2021
Data Release Frequency: Varies

INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 09/30/2020
Date Data Arrived at EDR: 12/22/2020
Date Made Active in Reports: 03/12/2021
Number of Days to Update: 80

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 04/23/2021
Next Scheduled EDR Contact: 08/02/2021
Data Release Frequency: Varies

INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 10/01/2020
Date Data Arrived at EDR: 12/16/2020
Date Made Active in Reports: 03/12/2021
Number of Days to Update: 86

Source: EPA Region 9
Telephone: 415-972-3368
Last EDR Contact: 04/23/2021
Next Scheduled EDR Contact: 08/02/2021
Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 04/08/2020
Date Data Arrived at EDR: 05/20/2020
Date Made Active in Reports: 08/12/2020
Number of Days to Update: 84

Source: EPA Region 6
Telephone: 214-665-7591
Last EDR Contact: 04/23/2021
Next Scheduled EDR Contact: 08/02/2021
Data Release Frequency: Varies

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 10/02/2020
Date Data Arrived at EDR: 12/18/2020
Date Made Active in Reports: 03/12/2021
Number of Days to Update: 84

Source: EPA Region 4
Telephone: 404-562-9424
Last EDR Contact: 04/23/2021
Next Scheduled EDR Contact: 08/02/2021
Data Release Frequency: Varies

INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 11/12/2020
Date Data Arrived at EDR: 12/16/2020
Date Made Active in Reports: 03/12/2021
Number of Days to Update: 86

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 04/23/2021
Next Scheduled EDR Contact: 08/02/2021
Data Release Frequency: Varies

INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 10/09/2020
Date Data Arrived at EDR: 12/16/2020
Date Made Active in Reports: 03/12/2021
Number of Days to Update: 86

Source: EPA Region 8
Telephone: 303-312-6137
Last EDR Contact: 04/23/2021
Next Scheduled EDR Contact: 08/02/2021
Data Release Frequency: Varies

State and tribal institutional control / engineering control registries

AUL: Sites with Controls

Activity and use limitations include both engineering controls and institutional controls.

Date of Government Version: 01/12/2021
Date Data Arrived at EDR: 02/10/2021
Date Made Active in Reports: 05/04/2021
Number of Days to Update: 83

Source: Department of Natural Resources
Telephone: 573-751-3176
Last EDR Contact: 05/11/2021
Next Scheduled EDR Contact: 08/23/2021
Data Release Frequency: Quarterly

State and tribal voluntary cleanup sites

INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015
Date Data Arrived at EDR: 09/29/2015
Date Made Active in Reports: 02/18/2016
Number of Days to Update: 142

Source: EPA, Region 1
Telephone: 617-918-1102
Last EDR Contact: 03/22/2021
Next Scheduled EDR Contact: 07/05/2021
Data Release Frequency: Varies

INDIAN VCP R7: Voluntary Cleanup Priority Lisitng

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008
Date Data Arrived at EDR: 04/22/2008
Date Made Active in Reports: 05/19/2008
Number of Days to Update: 27

Source: EPA, Region 7
Telephone: 913-551-7365
Last EDR Contact: 04/20/2009
Next Scheduled EDR Contact: 07/20/2009
Data Release Frequency: Varies

VCP: Sites Participating in the Voluntary Cleanup Program

Sites participating in the Voluntary Cleanup Program.

Date of Government Version: 01/12/2021
Date Data Arrived at EDR: 02/10/2021
Date Made Active in Reports: 05/04/2021
Number of Days to Update: 83

Source: Department of Natural Resources
Telephone: 573-526-8913
Last EDR Contact: 05/11/2021
Next Scheduled EDR Contact: 08/23/2021
Data Release Frequency: Quarterly

State and tribal Brownfields sites

BROWNFIELDS: Brownfields Site List

Brownfields are sites where redevelopment and reuse is hampered by known or suspected contamination with hazardous substances. While many brownfield sites are minimally contaminated, potential environmental liability can be a problem for owners, operators, prospective buyers and financial institutions. Because of the large number of these sites, their economic impact especially in heavily industrial areas is substantial.

Date of Government Version: 01/12/2021
Date Data Arrived at EDR: 02/10/2021
Date Made Active in Reports: 05/04/2021
Number of Days to Update: 83

Source: Department of Natural Resources
Telephone: 573-526-8913
Last EDR Contact: 05/11/2021
Next Scheduled EDR Contact: 08/23/2021
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 12/11/2020
Date Data Arrived at EDR: 12/11/2020
Date Made Active in Reports: 03/02/2021
Number of Days to Update: 81

Source: Environmental Protection Agency
Telephone: 202-566-2777
Last EDR Contact: 03/16/2021
Next Scheduled EDR Contact: 06/28/2021
Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY: Solid Waste Recycling Facilities

A listing of recycling center locations.

Date of Government Version: 10/02/2020
Date Data Arrived at EDR: 10/06/2020
Date Made Active in Reports: 12/28/2020
Number of Days to Update: 83

Source: Department of Natural Resources
Telephone: 573-526-3944
Last EDR Contact: 05/18/2021
Next Scheduled EDR Contact: 09/06/2021
Data Release Frequency: Varies

HIST LF: Solid Waste Facility Database List

This database contains detailed information per site. It is no longer maintained by the Department of Natural Resources. For current information on solid waste facilities/landfills see the SWF/LF database.

Date of Government Version: 04/12/2005
Date Data Arrived at EDR: 07/19/2006
Date Made Active in Reports: 08/18/2006
Number of Days to Update: 30

Source: Department of Natural Resources
Telephone: 573-751-5401
Last EDR Contact: 01/12/2009
Next Scheduled EDR Contact: 04/13/2009
Data Release Frequency: No Update Planned

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 52

Source: Environmental Protection Agency
Telephone: 703-308-8245
Last EDR Contact: 04/22/2021
Next Scheduled EDR Contact: 08/09/2021
Data Release Frequency: Varies

ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985
Date Data Arrived at EDR: 08/09/2004
Date Made Active in Reports: 09/17/2004
Number of Days to Update: 39

Source: Environmental Protection Agency
Telephone: 800-424-9346
Last EDR Contact: 06/09/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations
A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009
Date Data Arrived at EDR: 05/07/2009
Date Made Active in Reports: 09/21/2009
Number of Days to Update: 137
Source: EPA, Region 9
Telephone: 415-947-4219
Last EDR Contact: 04/14/2021
Next Scheduled EDR Contact: 08/02/2021
Data Release Frequency: No Update Planned

IHS OPEN DUMPS: Open Dumps on Indian Land
A listing of all open dumps located on Indian Land in the United States.

Date of Government Version: 04/01/2014
Date Data Arrived at EDR: 08/06/2014
Date Made Active in Reports: 01/29/2015
Number of Days to Update: 176
Source: Department of Health & Human Serivces, Indian Health Service
Telephone: 301-443-1452
Last EDR Contact: 04/29/2021
Next Scheduled EDR Contact: 08/09/2021
Data Release Frequency: Varies

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL: National Clandestine Laboratory Register
A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 12/07/2020
Date Data Arrived at EDR: 12/09/2020
Date Made Active in Reports: 03/02/2021
Number of Days to Update: 83
Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 05/22/2021
Next Scheduled EDR Contact: 09/06/2021
Data Release Frequency: No Update Planned

CDL: Environmental Emergency Response System
Incidents reported to the Department of Natural Resources where drug lab materials were involved.

Date of Government Version: 02/19/2021
Date Data Arrived at EDR: 03/10/2021
Date Made Active in Reports: 05/27/2021
Number of Days to Update: 78
Source: Department of Natural Resources
Telephone: 573-751-3443
Last EDR Contact: 06/07/2021
Next Scheduled EDR Contact: 09/20/2021
Data Release Frequency: Quarterly

DEL SHWS: Registry Sites Withdrawn or Deleted
A list of sites that were removed from the Registry or for which Registry action was suspended due to cleanup.

Date of Government Version: 09/21/2020
Date Data Arrived at EDR: 09/23/2020
Date Made Active in Reports: 12/15/2020
Number of Days to Update: 83
Source: Department of Natural Resources
Telephone: 573-522-3710
Last EDR Contact: 06/02/2021
Next Scheduled EDR Contact: 09/20/2021
Data Release Frequency: Annually

US CDL: Clandestine Drug Labs
A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 12/07/2020
Date Data Arrived at EDR: 12/09/2020
Date Made Active in Reports: 03/02/2021
Number of Days to Update: 83
Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 05/18/2021
Next Scheduled EDR Contact: 09/06/2021
Data Release Frequency: Quarterly

PFAS: PFAS Detections
PFAS detection list

Date of Government Version: 03/20/2020
Date Data Arrived at EDR: 07/24/2020
Date Made Active in Reports: 10/13/2020
Number of Days to Update: 81

Source: Department of Natural Resources
Telephone: 517-751-9857
Last EDR Contact: 03/31/2021
Next Scheduled EDR Contact: 07/19/2021
Data Release Frequency: Varies

Local Land Records

LIENS 2: CERCLA Lien Information
A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 04/27/2021
Date Data Arrived at EDR: 05/03/2021
Date Made Active in Reports: 05/19/2021
Number of Days to Update: 16

Source: Environmental Protection Agency
Telephone: 202-564-6023
Last EDR Contact: 06/04/2021
Next Scheduled EDR Contact: 07/12/2021
Data Release Frequency: Semi-Annually

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System
Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 12/16/2020
Date Data Arrived at EDR: 12/17/2020
Date Made Active in Reports: 03/12/2021
Number of Days to Update: 85

Source: U.S. Department of Transportation
Telephone: 202-366-4555
Last EDR Contact: 03/24/2021
Next Scheduled EDR Contact: 07/05/2021
Data Release Frequency: Quarterly

SPILLS: Environmental Response Tracking Database
Releases of hazardous substances reported to the department's Environmental Emergency Response (EER) section.

Date of Government Version: 02/19/2021
Date Data Arrived at EDR: 03/10/2021
Date Made Active in Reports: 05/27/2021
Number of Days to Update: 78

Source: Department of Natural Resources
Telephone: 573-526-3349
Last EDR Contact: 06/07/2021
Next Scheduled EDR Contact: 09/20/2021
Data Release Frequency: Quarterly

SPILLS 90: SPILLS90 data from FirstSearch
Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 06/27/2012
Date Data Arrived at EDR: 01/03/2013
Date Made Active in Reports: 02/22/2013
Number of Days to Update: 50

Source: FirstSearch
Telephone: N/A
Last EDR Contact: 01/03/2013
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated
RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 03/22/2021
Date Data Arrived at EDR: 03/23/2021
Date Made Active in Reports: 05/19/2021
Number of Days to Update: 57

Source: Environmental Protection Agency
Telephone: 913-551-7003
Last EDR Contact: 03/23/2021
Next Scheduled EDR Contact: 07/05/2021
Data Release Frequency: Quarterly

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 02/11/2021
Date Data Arrived at EDR: 02/17/2021
Date Made Active in Reports: 04/05/2021
Number of Days to Update: 47

Source: U.S. Army Corps of Engineers
Telephone: 202-528-4285
Last EDR Contact: 05/18/2021
Next Scheduled EDR Contact: 08/30/2021
Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 11/10/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 62

Source: USGS
Telephone: 888-275-8747
Last EDR Contact: 04/16/2021
Next Scheduled EDR Contact: 07/26/2021
Data Release Frequency: Semi-Annually

FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 04/02/2018
Date Data Arrived at EDR: 04/11/2018
Date Made Active in Reports: 11/06/2019
Number of Days to Update: 574

Source: U.S. Geological Survey
Telephone: 888-275-8747
Last EDR Contact: 04/05/2021
Next Scheduled EDR Contact: 07/19/2021
Data Release Frequency: N/A

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 01/01/2017
Date Data Arrived at EDR: 02/03/2017
Date Made Active in Reports: 04/07/2017
Number of Days to Update: 63

Source: Environmental Protection Agency
Telephone: 615-532-8599
Last EDR Contact: 05/18/2021
Next Scheduled EDR Contact: 08/23/2021
Data Release Frequency: Varies

US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 12/14/2020
Date Data Arrived at EDR: 12/17/2020
Date Made Active in Reports: 03/12/2021
Number of Days to Update: 85

Source: Environmental Protection Agency
Telephone: 202-566-1917
Last EDR Contact: 03/23/2021
Next Scheduled EDR Contact: 07/05/2021
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013
Date Data Arrived at EDR: 03/21/2014
Date Made Active in Reports: 06/17/2014
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 617-520-3000
Last EDR Contact: 04/30/2021
Next Scheduled EDR Contact: 08/16/2021
Data Release Frequency: Quarterly

2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 09/30/2017
Date Data Arrived at EDR: 05/08/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 73

Source: Environmental Protection Agency
Telephone: 703-308-4044
Last EDR Contact: 05/07/2021
Next Scheduled EDR Contact: 08/16/2021
Data Release Frequency: Varies

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2016
Date Data Arrived at EDR: 06/17/2020
Date Made Active in Reports: 09/10/2020
Number of Days to Update: 85

Source: EPA
Telephone: 202-260-5521
Last EDR Contact: 03/19/2021
Next Scheduled EDR Contact: 06/28/2021
Data Release Frequency: Every 4 Years

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2018
Date Data Arrived at EDR: 08/14/2020
Date Made Active in Reports: 11/04/2020
Number of Days to Update: 82

Source: EPA
Telephone: 202-566-0250
Last EDR Contact: 05/17/2021
Next Scheduled EDR Contact: 08/30/2021
Data Release Frequency: Annually

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 01/20/2021
Date Data Arrived at EDR: 01/21/2021
Date Made Active in Reports: 03/22/2021
Number of Days to Update: 60

Source: EPA
Telephone: 202-564-4203
Last EDR Contact: 04/20/2021
Next Scheduled EDR Contact: 08/02/2021
Data Release Frequency: Annually

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 04/27/2021
Date Data Arrived at EDR: 05/03/2021
Date Made Active in Reports: 05/19/2021
Number of Days to Update: 16

Source: EPA
Telephone: 703-416-0223
Last EDR Contact: 06/04/2021
Next Scheduled EDR Contact: 09/13/2021
Data Release Frequency: Annually

RMP: Risk Management Plans

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 01/22/2021
Date Data Arrived at EDR: 02/18/2021
Date Made Active in Reports: 05/11/2021
Number of Days to Update: 82

Source: Environmental Protection Agency
Telephone: 202-564-8600
Last EDR Contact: 04/19/2021
Next Scheduled EDR Contact: 08/02/2021
Data Release Frequency: Varies

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995
Date Data Arrived at EDR: 07/03/1995
Date Made Active in Reports: 08/07/1995
Number of Days to Update: 35

Source: EPA
Telephone: 202-564-4104
Last EDR Contact: 06/02/2008
Next Scheduled EDR Contact: 09/01/2008
Data Release Frequency: No Update Planned

PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 12/30/2020
Date Data Arrived at EDR: 01/14/2021
Date Made Active in Reports: 03/05/2021
Number of Days to Update: 50

Source: EPA
Telephone: 202-564-6023
Last EDR Contact: 06/04/2021
Next Scheduled EDR Contact: 08/16/2021
Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 11/19/2020
Date Data Arrived at EDR: 01/08/2021
Date Made Active in Reports: 03/22/2021
Number of Days to Update: 73

Source: EPA
Telephone: 202-566-0500
Last EDR Contact: 04/09/2021
Next Scheduled EDR Contact: 07/19/2021
Data Release Frequency: Annually

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 11/18/2016
Date Data Arrived at EDR: 11/23/2016
Date Made Active in Reports: 02/10/2017
Number of Days to Update: 79

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 03/31/2021
Next Scheduled EDR Contact: 07/19/2021
Data Release Frequency: Quarterly

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: No Update Planned

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: No Update Planned

MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 03/08/2021
Date Data Arrived at EDR: 03/11/2021
Date Made Active in Reports: 05/11/2021
Number of Days to Update: 61

Source: Nuclear Regulatory Commission
Telephone: 301-415-7169
Last EDR Contact: 04/16/2021
Next Scheduled EDR Contact: 08/02/2021
Data Release Frequency: Quarterly

COAL ASH DOE: Steam-Electric Plant Operation Data

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2019
Date Data Arrived at EDR: 12/01/2020
Date Made Active in Reports: 02/09/2021
Number of Days to Update: 70

Source: Department of Energy
Telephone: 202-586-8719
Last EDR Contact: 05/27/2021
Next Scheduled EDR Contact: 09/13/2021
Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 01/12/2017
Date Data Arrived at EDR: 03/05/2019
Date Made Active in Reports: 11/11/2019
Number of Days to Update: 251

Source: Environmental Protection Agency
Telephone: N/A
Last EDR Contact: 05/27/2021
Next Scheduled EDR Contact: 09/13/2021
Data Release Frequency: Varies

PCB TRANSFORMER: PCB Transformer Registration Database
The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 09/13/2019
Date Data Arrived at EDR: 11/06/2019
Date Made Active in Reports: 02/10/2020
Number of Days to Update: 96
Source: Environmental Protection Agency
Telephone: 202-566-0517
Last EDR Contact: 05/07/2021
Next Scheduled EDR Contact: 08/16/2021
Data Release Frequency: Varies

RADINFO: Radiation Information Database
The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 07/01/2019
Date Data Arrived at EDR: 07/01/2019
Date Made Active in Reports: 09/23/2019
Number of Days to Update: 84
Source: Environmental Protection Agency
Telephone: 202-343-9775
Last EDR Contact: 03/25/2021
Next Scheduled EDR Contact: 07/12/2021
Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing
A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40
Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2007
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing
A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40
Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2008
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

DOT OPS: Incident and Accident Data
Department of Transporation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 01/02/2020
Date Data Arrived at EDR: 01/28/2020
Date Made Active in Reports: 04/17/2020
Number of Days to Update: 80
Source: Department of Transporation, Office of Pipeline Safety
Telephone: 202-366-4595
Last EDR Contact: 04/27/2021
Next Scheduled EDR Contact: 08/09/2021
Data Release Frequency: Quarterly

CONSENT: Superfund (CERCLA) Consent Decrees
Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 12/31/2020
Date Data Arrived at EDR: 01/13/2021
Date Made Active in Reports: 03/22/2021
Number of Days to Update: 68

Source: Department of Justice, Consent Decree Library
Telephone: Varies
Last EDR Contact: 04/05/2021
Next Scheduled EDR Contact: 07/19/2021
Data Release Frequency: Varies

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 06/22/2020
Date Made Active in Reports: 11/20/2020
Number of Days to Update: 151

Source: EPA/NTIS
Telephone: 800-424-9346
Last EDR Contact: 03/23/2021
Next Scheduled EDR Contact: 07/05/2021
Data Release Frequency: Biennially

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 07/14/2015
Date Made Active in Reports: 01/10/2017
Number of Days to Update: 546

Source: USGS
Telephone: 202-208-3710
Last EDR Contact: 04/06/2021
Next Scheduled EDR Contact: 07/19/2021
Data Release Frequency: Semi-Annually

FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 08/08/2017
Date Data Arrived at EDR: 09/11/2018
Date Made Active in Reports: 09/14/2018
Number of Days to Update: 3

Source: Department of Energy
Telephone: 202-586-3559
Last EDR Contact: 04/28/2021
Next Scheduled EDR Contact: 08/16/2021
Data Release Frequency: Varies

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 08/30/2019
Date Data Arrived at EDR: 11/15/2019
Date Made Active in Reports: 01/28/2020
Number of Days to Update: 74

Source: Department of Energy
Telephone: 505-845-0011
Last EDR Contact: 05/21/2021
Next Scheduled EDR Contact: 08/30/2021
Data Release Frequency: Varies

LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 04/27/2021
Date Data Arrived at EDR: 05/03/2021
Date Made Active in Reports: 05/19/2021
Number of Days to Update: 16

Source: Environmental Protection Agency
Telephone: 703-603-8787
Last EDR Contact: 06/04/2021
Next Scheduled EDR Contact: 07/12/2021
Data Release Frequency: Varies

LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001
Date Data Arrived at EDR: 10/27/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 36

Source: American Journal of Public Health
Telephone: 703-305-6451
Last EDR Contact: 12/02/2009
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US AIRS MINOR: Air Facility System Data

A listing of minor source facilities.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 02/01/2021
Date Data Arrived at EDR: 02/24/2021
Date Made Active in Reports: 05/19/2021
Number of Days to Update: 84

Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959
Last EDR Contact: 05/25/2021
Next Scheduled EDR Contact: 09/06/2021
Data Release Frequency: Semi-Annually

MINES VIOLATIONS: MSHA Violation Assessment Data

Mines violation and assessment information. Department of Labor, Mine Safety & Health Administration.

Date of Government Version: 11/24/2020
Date Data Arrived at EDR: 11/30/2020
Date Made Active in Reports: 01/25/2021
Number of Days to Update: 56

Source: DOL, Mine Safety & Health Admi
Telephone: 202-693-9424
Last EDR Contact: 05/26/2021
Next Scheduled EDR Contact: 09/13/2021
Data Release Frequency: Quarterly

US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing

This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Date of Government Version: 05/06/2020
Date Data Arrived at EDR: 05/27/2020
Date Made Active in Reports: 08/13/2020
Number of Days to Update: 78

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 05/27/2021
Next Scheduled EDR Contact: 09/06/2021
Data Release Frequency: Varies

US MINES 3: Active Mines & Mineral Plants Database Listing

Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011
Date Data Arrived at EDR: 06/08/2011
Date Made Active in Reports: 09/13/2011
Number of Days to Update: 97

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 05/27/2021
Next Scheduled EDR Contact: 09/06/2021
Data Release Frequency: Varies

ABANDONED MINES: Abandoned Mines

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

Date of Government Version: 12/11/2020
Date Data Arrived at EDR: 12/11/2020
Date Made Active in Reports: 03/02/2021
Number of Days to Update: 81

Source: Department of Interior
Telephone: 202-208-2609
Last EDR Contact: 06/02/2021
Next Scheduled EDR Contact: 09/20/2021
Data Release Frequency: Quarterly

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 02/03/2021
Date Data Arrived at EDR: 03/03/2021
Date Made Active in Reports: 04/05/2021
Number of Days to Update: 33

Source: EPA
Telephone: (913) 551-7003
Last EDR Contact: 05/18/2021
Next Scheduled EDR Contact: 09/13/2021
Data Release Frequency: Quarterly

UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 12/31/2018
Date Data Arrived at EDR: 07/02/2020
Date Made Active in Reports: 09/17/2020
Number of Days to Update: 77

Source: Department of Defense
Telephone: 703-704-1564
Last EDR Contact: 04/13/2021
Next Scheduled EDR Contact: 07/26/2021
Data Release Frequency: Varies

DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 11/03/2020
Date Data Arrived at EDR: 11/17/2020
Date Made Active in Reports: 02/09/2021
Number of Days to Update: 84

Source: Environmental Protection Agency
Telephone: 202-564-0527
Last EDR Contact: 05/21/2021
Next Scheduled EDR Contact: 09/06/2021
Data Release Frequency: Varies

ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 01/02/2021
Date Data Arrived at EDR: 01/08/2021
Date Made Active in Reports: 03/22/2021
Number of Days to Update: 73
Source: Environmental Protection Agency
Telephone: 202-564-2280
Last EDR Contact: 04/06/2021
Next Scheduled EDR Contact: 07/19/2021
Data Release Frequency: Quarterly

FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 02/17/2021
Date Data Arrived at EDR: 02/17/2021
Date Made Active in Reports: 03/22/2021
Number of Days to Update: 33
Source: EPA
Telephone: 800-385-6164
Last EDR Contact: 05/14/2021
Next Scheduled EDR Contact: 08/30/2021
Data Release Frequency: Quarterly

AIRS: Permit Facility Listing

A listing of Air Pollution Control Program permits.

Date of Government Version: 02/08/2021
Date Data Arrived at EDR: 02/09/2021
Date Made Active in Reports: 05/04/2021
Number of Days to Update: 84
Source: Department of Natural Resources
Telephone: 573-751-4817
Last EDR Contact: 04/28/2021
Next Scheduled EDR Contact: 08/16/2021
Data Release Frequency: Varies

ASBESTOS: Asbestos Notification Listing

The department requires notification of demolitions and abatement projects involving regulated structures at least 10 working days before crews begin a project.

Date of Government Version: 01/05/2021
Date Data Arrived at EDR: 01/05/2021
Date Made Active in Reports: 03/22/2021
Number of Days to Update: 76
Source: Department of Natural Resources
Telephone: 573-751-4817
Last EDR Contact: 04/06/2021
Next Scheduled EDR Contact: 07/19/2021
Data Release Frequency: Varies

COAL ASH: Coal Ash Disposal Sites

A listing of power plants with coal ash ponds.

Date of Government Version: 01/03/2018
Date Data Arrived at EDR: 02/01/2018
Date Made Active in Reports: 03/22/2018
Number of Days to Update: 49
Source: Department of Natural Resources
Telephone: 573-526-1825
Last EDR Contact: 03/26/2021
Next Scheduled EDR Contact: 07/12/2021
Data Release Frequency: No Update Planned

DRYCLEANERS: Drycleaners in Missouri Listing

A listing of drycleaner facilities that are potentially eligible for reimbursement of department approved cleanup costs under the Drycleaning Environmental Response Trust Fund.

Date of Government Version: 11/30/2017
Date Data Arrived at EDR: 12/13/2017
Date Made Active in Reports: 01/18/2018
Number of Days to Update: 36
Source: Department of Natural Resources
Telephone: 573-526-8913
Last EDR Contact: 06/02/2021
Next Scheduled EDR Contact: 09/20/2021
Data Release Frequency: Quarterly

Financial Assurance 1: Financial Assurance Information Listing

Financial Assurance information.

Date of Government Version: 09/11/2020
Date Data Arrived at EDR: 09/16/2020
Date Made Active in Reports: 12/08/2020
Number of Days to Update: 83
Source: Department of Natural Resources
Telephone: 573-751-3553
Last EDR Contact: 06/04/2021
Next Scheduled EDR Contact: 09/13/2021
Data Release Frequency: Annually

Financial Assurance 2: Financial Assurance Information Listing

Financial assurance information for solid waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay

Date of Government Version: 02/03/2021
Date Data Arrived at EDR: 03/03/2021
Date Made Active in Reports: 05/21/2021
Number of Days to Update: 79

Source: Department of Natural Resources
Telephone: 573-751-5401
Last EDR Contact: 06/01/2021
Next Scheduled EDR Contact: 09/13/2021
Data Release Frequency: Quarterly

MINES: Industrial Mineral Mines Database

This data set contains names, locations and additional data for active Industrial Mineral Mines permitted with the Missouri Department of Natural Resources, Division of Environmental Quality, Land Reclamation Program. Industrial Mineral Mines permitted are rock quarries, clay pits, sand and gravel pits, or in-stream sand and gravel operations.

Date of Government Version: 01/18/2019
Date Data Arrived at EDR: 04/17/2019
Date Made Active in Reports: 05/15/2019
Number of Days to Update: 28

Source: Department of Natural Resources
Telephone: 573-751-4041
Last EDR Contact: 04/16/2021
Next Scheduled EDR Contact: 07/26/2021
Data Release Frequency: Varies

NPDES: Permitted Facility Listing

A listing of permitted facilities from the Water Pollution Branch.

Date of Government Version: 12/23/2021
Date Data Arrived at EDR: 01/15/2021
Date Made Active in Reports: 04/08/2021
Number of Days to Update: 83

Source: Department of Natural Resources
Telephone: 573-751-7023
Last EDR Contact: 03/26/2021
Next Scheduled EDR Contact: 07/12/2021
Data Release Frequency: Quarterly

RRC: Certified Hazardous Waste Resource Recovery Facilities

Facilities that take hazardous waste material, either from on-site or off-site, and make it re-usable.

Date of Government Version: 09/30/2020
Date Data Arrived at EDR: 10/06/2020
Date Made Active in Reports: 12/28/2020
Number of Days to Update: 83

Source: Department of Natural Resources
Telephone: 573-751-3176
Last EDR Contact: 06/02/2021
Next Scheduled EDR Contact: 09/20/2021
Data Release Frequency: Annually

SMARS: Site Management and Reporting System

SMARS currently houses information for Superfund, Federal Facility, Brownfields Voluntary Cleanup Program and Missouri's other state response programs.

Date of Government Version: 03/11/2021
Date Data Arrived at EDR: 04/15/2021
Date Made Active in Reports: 04/20/2021
Number of Days to Update: 5

Source: Department of Natural Resources
Telephone: 573-751-3043
Last EDR Contact: 04/15/2021
Next Scheduled EDR Contact: 08/09/2021
Data Release Frequency: Quarterly

UIC: Underground Injection Wells Database

A listing of underground injection well locations. The UIC Program is responsible for regulating the construction, operation, permitting, and closure of injection wells that place fluids underground for storage or disposal.

Date of Government Version: 03/15/2021
Date Data Arrived at EDR: 05/17/2021
Date Made Active in Reports: 06/02/2021
Number of Days to Update: 16

Source: Department of Natural Resources
Telephone: 573-368-2183
Last EDR Contact: 05/16/2021
Next Scheduled EDR Contact: 08/30/2021
Data Release Frequency: Semi-Annually

PCS ENF: Enforcement data
No description is available for this data

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 02/05/2015
Date Made Active in Reports: 03/06/2015
Number of Days to Update: 29

Source: EPA
Telephone: 202-564-2497
Last EDR Contact: 03/31/2021
Next Scheduled EDR Contact: 07/19/2021
Data Release Frequency: Varies

PCS INACTIVE: Listing of Inactive PCS Permits
An inactive permit is a facility that has shut down or is no longer discharging.

Date of Government Version: 11/05/2014
Date Data Arrived at EDR: 01/06/2015
Date Made Active in Reports: 05/06/2015
Number of Days to Update: 120

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 03/31/2021
Next Scheduled EDR Contact: 07/19/2021
Data Release Frequency: Semi-Annually

PCS: Permit Compliance System
PCS is a computerized management information system that contains data on National Pollutant Discharge Elimination System (NPDES) permit holding facilities. PCS tracks the permit, compliance, and enforcement status of NPDES facilities.

Date of Government Version: 07/14/2011
Date Data Arrived at EDR: 08/05/2011
Date Made Active in Reports: 09/29/2011
Number of Days to Update: 55

Source: EPA, Office of Water
Telephone: 202-564-2496
Last EDR Contact: 03/31/2021
Next Scheduled EDR Contact: 07/19/2021
Data Release Frequency: Semi-Annually

MINES MRDS: Mineral Resources Data System
Mineral Resources Data System

Date of Government Version: 04/06/2018
Date Data Arrived at EDR: 10/21/2019
Date Made Active in Reports: 10/24/2019
Number of Days to Update: 3

Source: USGS
Telephone: 703-648-6533
Last EDR Contact: 05/27/2021
Next Scheduled EDR Contact: 09/06/2021
Data Release Frequency: Varies

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: EDR Proprietary Manufactured Gas Plants
The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

EDR Hist Auto: EDR Exclusive Historical Auto Stations
EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR Hist Cleaner: EDR Exclusive Historical Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS: Recovered Government Archive State Hazardous Waste Facilities List

The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Natural Resources in Missouri.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/03/2014
Number of Days to Update: 186

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Natural Resources in Missouri.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/15/2014
Number of Days to Update: 198

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Natural Resources in Missouri.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/03/2014
Number of Days to Update: 186

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data

Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 10/05/2020
Date Data Arrived at EDR: 02/17/2021
Date Made Active in Reports: 05/10/2021
Number of Days to Update: 82

Source: Department of Energy & Environmental Protection
Telephone: 860-424-3375
Last EDR Contact: 05/11/2021
Next Scheduled EDR Contact: 08/23/2021
Data Release Frequency: No Update Planned

NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 01/01/2019
Date Data Arrived at EDR: 04/29/2020
Date Made Active in Reports: 07/10/2020
Number of Days to Update: 72

Source: Department of Environmental Conservation
Telephone: 518-402-8651
Last EDR Contact: 04/30/2021
Next Scheduled EDR Contact: 08/09/2021
Data Release Frequency: Quarterly

PA MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 06/30/2018
Date Data Arrived at EDR: 07/19/2019
Date Made Active in Reports: 09/10/2019
Number of Days to Update: 53

Source: Department of Environmental Protection
Telephone: 717-783-8990
Last EDR Contact: 04/09/2021
Next Scheduled EDR Contact: 07/26/2021
Data Release Frequency: Annually

RI MANIFEST: Manifest information

Hazardous waste manifest information

Date of Government Version: 12/31/2019
Date Data Arrived at EDR: 02/11/2021
Date Made Active in Reports: 02/24/2021
Number of Days to Update: 13

Source: Department of Environmental Management
Telephone: 401-222-2797
Last EDR Contact: 05/13/2021
Next Scheduled EDR Contact: 08/30/2021
Data Release Frequency: Annually

WI MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 05/31/2018
Date Data Arrived at EDR: 06/19/2019
Date Made Active in Reports: 09/03/2019
Number of Days to Update: 76

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 06/03/2021
Next Scheduled EDR Contact: 09/20/2021
Data Release Frequency: Annually

Oil/Gas Pipelines

Source: Endeavor Business Media

Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by Endeavor Business Media. This information is provided on a best effort basis and Endeavor Business Media does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of Endeavor Business Media.

Electric Power Transmission Line Data

Source: Endeavor Business Media

This map includes information copyrighted by Endeavor Business Media. This information is provided on a best effort basis and Endeavor Business Media does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of Endeavor Business Media.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:
Source: American Hospital Association, Inc.
Telephone: 312-280-5991
The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing
Source: Centers for Medicare & Medicaid Services
Telephone: 410-786-3000
A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes
Source: National Institutes of Health
Telephone: 301-594-6248
Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Licensed Child Care Facilities
Source: Department of Health & Senior Services
Telephone: 573-751-2450

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.
Source: FEMA
Telephone: 877-336-2627
Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: National Wetland Inventory of Missouri
Source: Department of Natural Resources
Telephone: 573-751-5110

Current USGS 7.5 Minute Topographic Map
Source: U.S. Geological Survey

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

STREET AND ADDRESS INFORMATION

© 2015 TomTom North America, Inc. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned by or licensed to Tele Atlas North America, Inc. The use of this material is subject to the terms of a license agreement. You will be held liable for any unauthorized copying or disclosure of this material.

GEOCHECK ®- PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

WELLSVILLE FIREBRICK PLANT
1199 HIGHWAY 19
WELLSVILLE, MO 63384

TARGET PROPERTY COORDINATES

Latitude (North):	39.084089 - 39° 5' 2.72''
Longitude (West):	91.579867 - 91° 34' 47.52''
Universal Tranverse Mercator:	Zone 15
UTM X (Meters):	622831.9
UTM Y (Meters):	4326860.0
Elevation:	803 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map:	6726075 WELLSVILLE, MO
Version Date:	2015

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principle investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

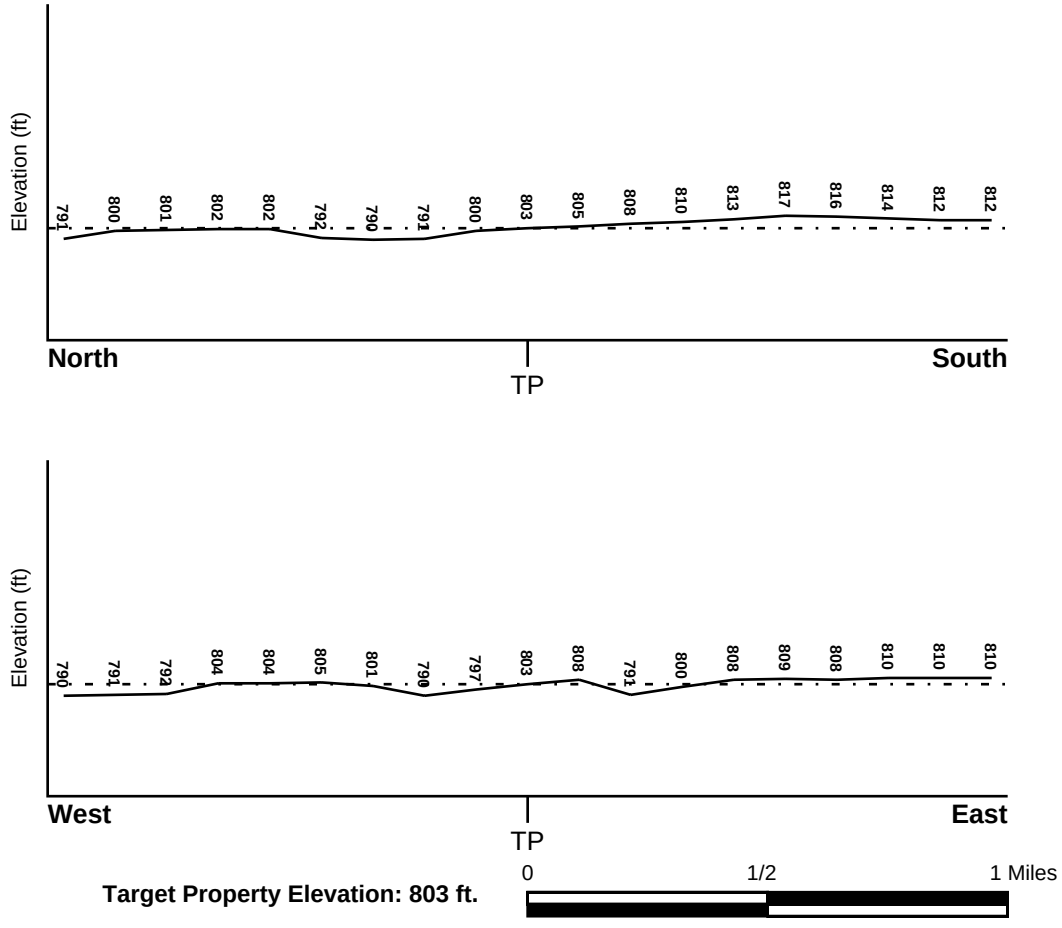
TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General North

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

Flood Plain Panel at Target Property	FEMA Source Type
29139C0150D	FEMA FIRM Flood data

Additional Panels in search area:	FEMA Source Type
Not Reported	

NATIONAL WETLAND INVENTORY

NWI Quad at Target Property	NWI Electronic Data Coverage
WELLSVILLE	YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

MAP ID	LOCATION FROM TP	GENERAL DIRECTION GROUNDWATER FLOW
Not Reported		

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

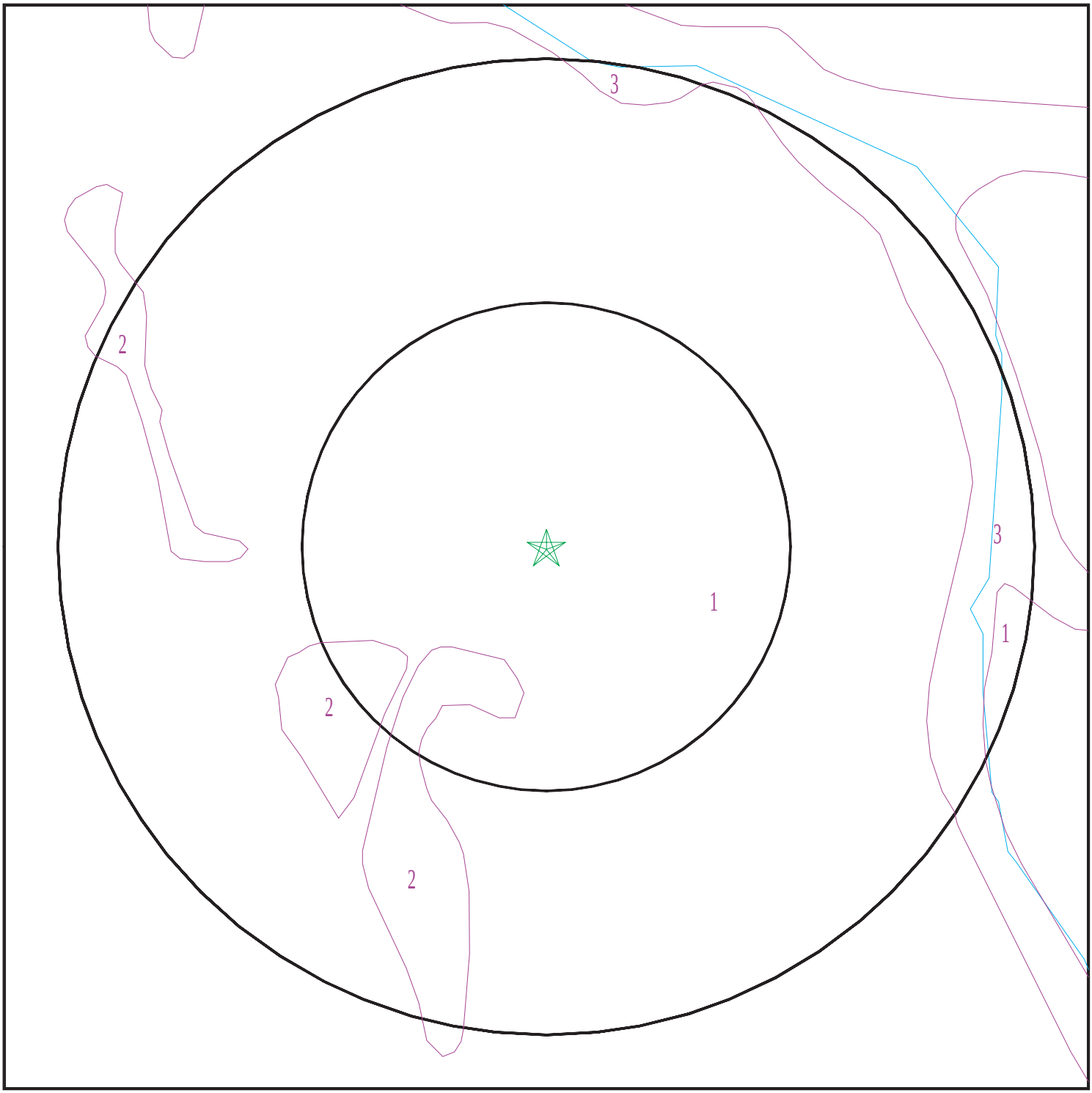
Era:	Paleozoic
System:	Pennsylvanian
Series:	Des Moinesian Series
Code:	PP2 *(decoded above as Era, System & Series)*

GEOLOGIC AGE IDENTIFICATION

Category: Stratifed Sequence

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

SSURGO SOIL MAP - 6530048.2s



Target Property
SSURGO Soil
Water

0 1/16 1/8 1/4 Miles

N

SITE NAME:	Wellsville Firebrick Plant	CLIENT:	Tetra Tech EMI
ADDRESS:	1199 Highway 19	CONTACT:	Kaitlyn Mitchell
	Wellsville MO 63384	INQUIRY #:	6530048.2s
LAT/LONG:	39.084089 / 91.579867	DATE:	June 10, 2021 8:46 am

Copyright © 2021 EDR, Inc. © 2015 TomTom Rel. 2015.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. The following information is based on Soil Conservation Service SSURGO data.

Soil Map ID: 1

Soil Component Name: Mexico

Soil Surface Texture: silt loam

Hydrologic Group: Class D - Very slow infiltration rates. Soils are clayey, have a high water table, or are shallow to an impervious layer.

Soil Drainage Class: Somewhat poorly drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 46 inches

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	9 inches	silt loam	Not reported	Not reported	Max: 0.42 Min: 0.01	Max: 7.3 Min: 6.6
2	9 inches	14 inches	silty clay	Not reported	Not reported	Max: 0.42 Min: 0.01	Max: 7.3 Min: 6.6
3	14 inches	25 inches	silty clay	Not reported	Not reported	Max: 0.42 Min: 0.01	Max: 7.3 Min: 6.6
4	25 inches	42 inches	silty clay	Not reported	Not reported	Max: 0.42 Min: 0.01	Max: 7.3 Min: 6.6
5	42 inches	79 inches	silty clay loam	Not reported	Not reported	Max: 0.42 Min: 0.01	Max: 7.3 Min: 6.6

Soil Map ID: 2

Soil Component Name: Water

Soil Surface Texture: silt loam

Hydrologic Group: Class D - Very slow infiltration rates. Soils are clayey, have a high water table, or are shallow to an impervious layer.

Soil Drainage Class:

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Not Reported

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

No Layer Information available.

Soil Map ID: 3

Soil Component Name: Sharon

Soil Surface Texture: silt loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Moderately well drained

Hydric Status: Partially hydric

Corrosion Potential - Uncoated Steel: Low

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 137 inches

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	7 inches	silt loam	Not reported	Not reported	Max: 14 Min: 4	Max: 6 Min: 4.5
2	7 inches	29 inches	silt loam	Not reported	Not reported	Max: 14 Min: 4	Max: 6 Min: 4.5
3	29 inches	59 inches	silt loam	Not reported	Not reported	Max: 14 Min: 4	Max: 6 Min: 4.5

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

WELL SEARCH DISTANCE INFORMATION

DATABASE	SEARCH DISTANCE (miles)
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 1 mile
State Database	1.000

FEDERAL USGS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
No Wells Found		

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

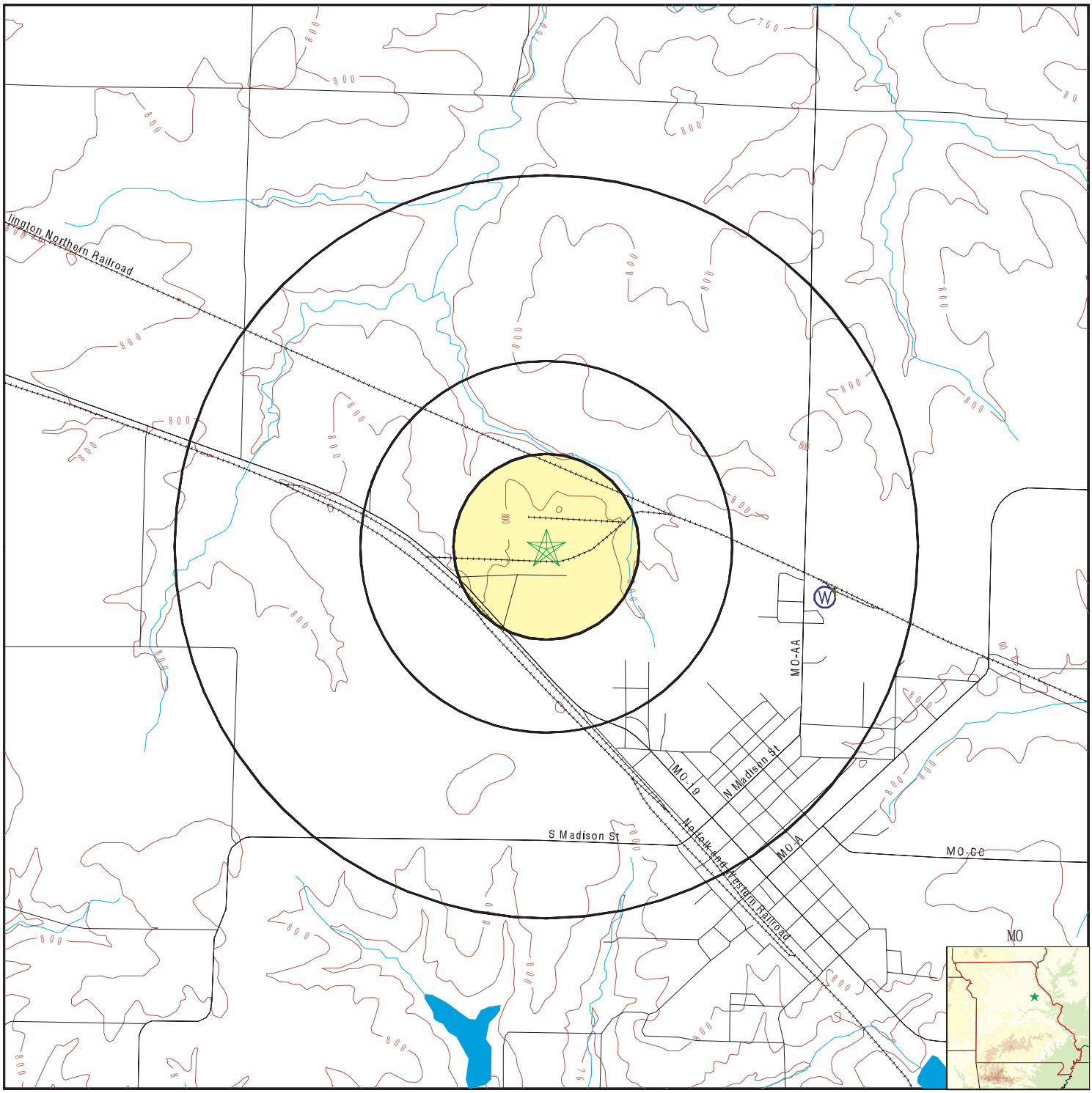
MAP ID	WELL ID	LOCATION FROM TP
No PWS System Found		

Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
1	MOLOG1000021963	1/2 - 1 Mile East

PHYSICAL SETTING SOURCE MAP - 6530048.2s



- County Boundary
- Major Roads
- Contour Lines
- Earthquake epicenter, Richter 5 or greater
- Water Wells
- Public Water Supply Wells
- Cluster of Multiple Icons
- Groundwater Flow Direction
- GI Indeterminate Groundwater Flow at Location
- GV Groundwater Flow Varies at Location
- Oil, gas or related wells

SITE NAME:	Wellsville Firebrick Plant	CLIENT:	Tetra Tech EMI
ADDRESS:	1199 Highway 19 Wellsville MO 63384	CONTACT:	Kaitlyn Mitchell
		INQUIRY #:	6530048.2s
LAT/LONG:	39.084089 / 91.579867	DATE:	June 10, 2021 8:46 am

Copyright © 2021 EDR, Inc. © 2015 TomTom Rel. 2015.

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID Direction Distance Elevation		Database	EDR ID Number
1 **East** **1/2 - 1 Mile** **Higher**		**MO WELLS**	**MOLOG1000021963**

Database:	Geologic Well Log Database	ID:	000483
Elevation:	808	Static Water Level:	0

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS
RADON

AREA RADON INFORMATION

State Database: MO Radon

Radon Test Results

Zipcode	Test Date	Result
63384	01/20/09	2.1
63384	03/13/09	1.6

Federal EPA Radon Zone for MONTGOMERY County: 2

Note: Zone 1 indoor average level > 4 pCi/L.
: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.
: Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for MONTGOMERY COUNTY, MO

Number of sites tested: 1

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	0.500 pCi/L	100%	0%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	5.100 pCi/L	0%	100%	0%

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)
Source: United States Geologic Survey
EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Current USGS 7.5 Minute Topographic Map
Source: U.S. Geological Survey

HYDROLOGIC INFORMATION

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.
Source: FEMA
Telephone: 877-336-2627
Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: National Wetland Inventory of Missouri
Source: Department of Natural Resources
Telephone: 573-751-5110

HYDROGEOLOGIC INFORMATION

AQUIFLOW^{R} Information System
Source: EDR proprietary database of groundwater flow information
EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit
Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)
The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)
Telephone: 800-672-5559
SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems
Source: EPA/Office of Drinking Water
Telephone: 202-564-3750
Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data
Source: EPA/Office of Drinking Water
Telephone: 202-564-3750
Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)
This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS

Missouri Public Drinking Water Wells
Source: Department of Natural Resources
Telephone: 573-526-5448

Missouri Geologic Well Log Database
Source: Department of Natural Resources
Telephone: 573-526-5448

OTHER STATE DATABASE INFORMATION

Oil and Gas Well Database
Source: Department of Natural Resources
Telephone: 573-368-2143

RADON

Area Radon Information
Source: USGS
Telephone: 703-356-4020
The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones
Source: EPA
Telephone: 703-356-4020
Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

OTHER

Airport Landing Facilities: Private and public use landing facilities
Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater
Source: Department of Commerce, National Oceanic and Atmospheric Administration

Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary faultlines, prepared in 1975 by the United State Geological Survey

PHYSICAL SETTING SOURCE RECORDS SEARCHED

STREET AND ADDRESS INFORMATION

© 2015 TomTom North America, Inc. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned by or licensed to Tele Atlas North America, Inc. The use of this material is subject to the terms of a license agreement. You will be held liable for any unauthorized copying or disclosure of this material.

APPENDIX F

HISTORICAL USE DOCUMENTATION

APPENDIX F-1

CHAIN-OF-TITLE RECORDS

Section 21

- Quit-Claim Deed recorded 1/11/1985 in Book 281 Page 518 from Minnie Haines to Wellsville Fire Brick Company. (STR 21/50/6W)
- Quit-Claim Deed recorded 7/6/1981 in Book 265 Page 570 from Burlington Northern Railroad Company to Wellsville Fire Brick Company. (STR 21-28/50/6W)
- General Warranty Deed recorded 6/24/1960 in Book 186 Page 79 from Minnie Haines to The Wellsville Fire Brick Co. (STR 28/50/6W)
- Indenture/Agreement recorded 7/10/1960 in Book 184 Page 85 from Minnie Haines to Wellsville Fire Brick Company. (STR 28/50/6W)
- Indenture/Agreement recorded 9/28/1957 in Book 181 Page 4 from Minnie Haines to Wellsville Fire Brick Company. (STR 28/50/6W)
- Warranty Deed recorded 3/25/1954 in Book 174 Page 40 from Minnie Haines to Wellsville Fire Brick Company. (STR 28/50/6W)
- Boundary Line Agreement recorded 6/13/1996 in Volume 0370 Page 528 between Wellsville Fire Brick Company and Lorraine Harness (rep. Estate of George W. Lehnen). (STR 21-22/50/6W)
- Quit-Claim Deed (Clay Rights) recorded 12/28/1972 in Book 237 Page 258 from New Florence Fire Brick Company to Wellsville Fire Brick Company. (STR 27/48/5W)

Section 27

- Warranty Deed recorded in Book 504 Page 311 - TB Management
- Order Authorizing Sale recorded 11/14/2003 in Book 503 Page 160 from US Bankruptcy Court for the Northern District of California Oakland Division to National Refractories & Minerals Corporation.
- General Warranty Deed by a Corporation recorded 11/14/2003 in Book 503 Page 333 from WFB Liquidating Corporation f/k/a Wellsville Firebrick Company to Cecil Wells Harness, Jr. (STR 21-22-27-28/50/6W)
- General Warranty Deed by a Corporation recorded 11/14/2003 in Book 503 Page 328 from WFB Liquidating Corporation, f/k/a Wellsville Firebrick Company to Harry Houf & Sons Contractors INC. (STR 28/50/6W)
- Lease recorded 8/11/1995 in Book 362 Page 726 between Wellsville Fire Brick Company and Panhandle Eastern Pipe Line Company. (STR 28/50/6W)
- Quit-Claim Deed recorded in Book 265 Page 570 from Burlington Northern Railroad Company to Wellsville Fire Brick Company. (STR 21-28/50/6W)
    - General Warranty Deed (Clay Rights) recorded 12/28/1972 in Book 237 Page 258 from New Florence Fire Brick Company to Wellsville Fire Brick Company.
    - General Warranty Deed (Clay Rights) recorded 11/16/1966 in Book 211 Page 259 from Olin and Mildred Barton to Wellsville Fire Brick Company. (STR 3-10/50/4W)
- Warranty Deed recorded 9/30/1927 in Book 126 Page 180 from Mathias & Minnie Haines to Chicago, Burlington & Quincy Railroad Company. (STR 28/50/6W)

- Warranty Deed recorded 10/4/1927 in Book 124 Page 553 from Emma Lehnen, Edith Moluton, Ralph Lehnen, Hallie Lehnen to Chicago Burlington & Quincy Railroad Company. (STR 27/50/6W)
- Warranty Deed recorded 8/18/1903 in Book 59 Page 247 from Sammuel and Caroline Kneipfel to David and Emma Lehnen. (STR 27/50/6W)
- Agreement recorded 8/24/1904 in Book 67 Page 173 between David and Emma Lehnen and State of Missouri and Burlington & Quincy Railroad Company. (Str 27/50/6W)
- ROW recorded 1/24/1914 in Book 89 Page 515 from M.F. & Minnie Haines to The Prairie Oil & Gas Company. (STR 27/50/6W)
-

Section 28

- Warranty Deed recorded 5/27/1918 in Book 102 Page 103 from E.E. & Emma Marlow to W.J. Gilbert. (Str 28/50/6W)
- Warranty Deed recorded 5/27/1918 in Book 102 Page 104 from E.E. & Emma Marlow to W.J. Gilbert. (Str 28/50/6W)
- Warranty Deed recorded 5/27/1918 in Book 102 Page 105 from E.E. & Emma Marlow to W.J. Gilbert. (Str 28/50/6W)
- Warranty Deed recorded 10/3/1917 in Book 99 Page 516 from Louis & Annie DesRuisseaux to E.E. & J.D. Marlow. (Str 28/50/6W)
- Warranty Deed recorded 9/5/1913 in Book 88 Page 328 from Joseph & Margaret Mudd to Louis DesRuisseaux. (Str 28/50/6W)
- Warranty Deed recorded 9/23/1912 in Book 88 Page 207 from Catherine McLaughlin to Joseph Mudd. (Str 28/50/6W)
- Warranty Deed recorded 1/14/1911 in Book 83 Page 470 from Edwin & Esther Delamater to Catherine McLaughlin. (Str 28/50/6W)
- Warranty Deed recorded 12/22/1881 in Book 14 Page 171 from Frank Delamater to Edward Delamater. (Str 28/50/6W)
- Warranty Deed recorded 2/15/1868 in Book H Page 25 from Thomas Musick to Frank Delamater.
- Warranty Deed recorded 12/4/1867 in Book E Page 430 from Issac Williard to Frank Delamater.
- Warranty Deed recorded 11/2/1867 in Book E Page 198 from Thomas Musick to Frank Delamater.
- Deed recorded 12/22/1881 in Book 14 Page 171 from Frank Delamater to Edward Delamater. (Str 28/50/6W)
- Quit-Claim Deed recorded 5/24/1985 in Book 281 Page 674 from William Young to Wellsville Fire Brick Company. (Str 28/50/6W)
- Lease recorded 8/25/1995 in Book 362 Page 726 between Wellsville Fire Brick Company and PanHandle Eastern Pipe Line Company. (Str 28/50/6W)
- General Warranty Deed recorded 5/24/1985 in Book 288 Page 465 from Minnie Haines to William & Oriet Young. (Str 28/50/6W)
- Warranty Deed recorded 4/14/1941 in Book 145 Page 353 from J.M. White to M.F. & Minnie Haines. (STR 24-28/50/6W)

- ROW recorded 6/13/1922 in Book 113 Page 2 from M.F. & Minnie Haines to State of Missouri. (Str 28/50/6W)
- ROW recorded 6/5/1926 in Book 122 Page 76 from Mathias & Minnie Haines to State of Missouri. (Str 28/50/6W)
- ROW recorded 12/22/1933 in Book 122 Page 318 from M.F. & Minnie Haines to State of Missouri. (Str 28/50/6W)
- Lease recorded 1/22/1932 in Book 128 Page 612 from M.F. & Minnie Haines to Pan-Handle Eastern Pipe Line Company. (Str 28/50/6W)
- Lease recorded 1/22/1918 in Book 100 Page 274 between Chicago and Burlington & Quincy Rail Road. (Str 21-28/50/6W)
- General Warranty Deed recorded 7/12/1901 in Book 52 Page 371 from Mark & Amanda Garvard to Joseph & Frances Portucheck. (Str 28/50/6W)
- General Warranty Deed recorded 5/17/1901 in Book 5 Page 4 from M.H. & A. J. Garvard to Joseph Portucheck. (Str 27/50/6W)
- General Warranty Deed recorded 5/17/1910 in Book 1 Page 5 from M.H. and Amanda Garvard to Joseph Porterchuck. (Str 27-28/50/6W)
- Warranty Deed recorded 3/3/1914 in Book 88 Page 130 from Joseph and Frances Portercheck to Haines. (Str 28/50/6W)
- General Warranty Deed recorded 6/15/1983 in Book 67 Page 6 from Joseph Portercheck to Quincy Burlington Railroad Company. (Str 21-28/50/6W)
- Warranty Deed recorded 11/13/2011 in Book 84 Page 137 from Amanda Garwood to Joseph Portercheck. (Str 28/50/6W)
- Decree recorded 5/17/2012 in Book 84 Page 394 from Joseph Portercheck to William Hynn. (Str 21-22-28/50/6W)
- General Warranty Deed recorded 2/7/1905 in Book 68 Page 78 from Catharine and Matthea Folte to Joseph and Frances Portercheck. (Str 28/50/6W)
- Deed of Confirmations Supplying missing Link in Chain of Title Causes by Burning of Records recorded 2/7/1905 in Book 68 Page 80. (Str 28/50/6W)
- ROW Easement recorded 10/20/1927 in Book 126 Page 180 from Mathias and Minnie Haines to Chicago, Burlington & Quincy Railroad Company. (Str 28/50/6W)
- ROW Easement recorded 1/13/1932 in Book 128 Page 601 between M.F. & Minnie Haines and Pan-Handle Eastern Pipe Line Co. (Str 28/50/6W)
- Warranty Deed recorded 4/14/1941 in Book 145 Page 352 from M.F. & Minnie Haines to J.M. White. (Str 21-22-28/50/6W)
- Warranty Deed recorded 7/15/1920 in Book 109 Page 57 from W.J. & Anna Gilbert to The Wellsville Fire Brick Company. (Str 28/50/6W)

- General Warranty Deed recorded 12/29/2010 in Book 653 Page 629 from Robert & Judith Lanphier to Wulff Brothers Masonry Corporation.
- Survey recorded 7/17/1996 in Book B Page 41 by Dennis Kallash Surveying Engineering for Wulff Brothers Masonry. (Str 21-22-27-28/50/6W)
- Warranty Deed in Book 567 Page 185.

County: Montgomery Customer File: _____ Invoice: 20210650

Recorder Effective Date: 05-28-21

Buyer _____

Owner: Wulff Brothers Masonry Corporation

Address: Hwy 19, Wellsville

Tax ID No: see below

Legal Description: _____

Subdivision Restrictions/Covenants _____

20____ Assessed Value $_____ Res _____ Ag _____

Tax Year _____ $_____ due / paid City limits/ taxes _____

Judgment, UCC, Bankruptcy Search, Federal & State Tax lien: Court effective date: 06-01-21

Name: Wulff Brothers Masonry Corp. None ☒

Name: _____ Yes ☐ _____ None ☐

Name: _____ Yes ☐ _____ None ☐

Name: _____ Yes ☐ _____ None ☐

Name: _____ Yes ☐ _____ None ☐

04-8.0-28-000-000-001.000
2020 tax $3718.07 paid

04-8.0-27-002-000-002.000
2020 tax $132.43 paid

04-5.0-21-000-000-008.002
2020 tax $6.36 paid

Wulff Brothers Masonry Corp.
WD 653-629
survey B-41
NO DTS

Lanphier
WD 567-185
Tax lien Release TL02-2632 ref TL02-2428
" TL02-2631 ref TL02-2470
" TL02-2630 ref TL02-2438
" TL02-2629 ref TL02-2476

NO DTS

TB Management
WD 504-311
FR 565-549 ref 504-328 (Asgmt of Rents & Leases)
FR 565-544 ref DT 504-318

WFB Liquidating / Wellsville Firebrick Co

Bankruptcy Court 503-160 legal pg 63 ~~64~~ ~~66~~ - 68
relloff 503-333
" 503-328
Lease 362-726
Survey 7-45
" 4-8

Section 27

QC 265-570 to Brick Co. → Clay Rights 237-258 / 211-259
NO DT's
WD 126-180 to Chicago, Burlington & Quincy R/R
NO DT's specifically for this legal
WD 124-553 to Chicago, Burlington & Quincy R/R
NO DT's
WD 59-247 to Lehnen
NO DT's
ROW 89-515
* NO Records on Knipfel - Courthouse burned

Section 28

QC 281-674 to Brick Co.
NO DT's
lease [redacted]-362-726
WD 288-465 to Young
NO DT's
WD 145-353 to Haines
DT 89-133 margin release
ROW 113-2
122-76
122-318
WD 88-130
Esmt 126-180
128-601
WD 145-352 to White
~~WD 145-352 to White~~
lease 128-612
~~relloff 122-318~~
~~" 122-76~~
lease 100-274

Portlecheck
WD 84-137
decree 84-394
WD 68-78 ref Aff 68-80
NO DT's

WD 109-57
ROW/Esmt's
89-514 / 515 ref 356-658
166-30
132-21
144-394
265-570
216-179
296-815
362-726
421-647
pc B-41

Section 24

Wellsville Firebrick

QC 281-518
QC 265-570
WD 186-79
WD 184-85
WD 181-4
WD 174-40
~~Clay Rights 237258~~

} Boundary line adj. 0370-528

Haines — See pg 2 deeds

Burlington Northern

* Couldn't find vesting. Index back to 1865
Partial release 280-774 ref DT's 93-71, 227-249, 227-197
"legal description is same for QC 265-570

Sec 28

Gilbert

WD 102-103
WD 102-104
WD 102-105
NO DT'S, Esmt, leases

E.E. Marlow

WD 99-516
NO DT'S, Esmt, leases

Des Ruisseaux

WD 88-328
NO DT'S, Esmt, leases

Mudd

WD 88-207
NO DT's, Esmt, leases

Mc Laughlin

WD 83-470
NO DT's, Esmt, leases

Delamater

WD 14-171 to Edwin from Frank Delamater rec: 08-20-1904
NO DT's, Esmt, leases

No copy Burnt

WD H-25 to Frank from Thomas H. Musick rec: 02-15-1868
WD E-430 to Frank from Isaac Willard rec: 12-04-1867
WD E-198 to Frank from Thomas H. Musick rec: 11-02-1867

MONTGOMERY COUNTY PAID TAX RECEIPT

Anita L. Sullivan, Collector
310 Salisbury St., Ste C
PO Box 2
Montgomery City, MO 63361
(573) 564-2389

2020 REAL ESTATE DUPLICATE RECEIPT

WULFF BROTHERS MASONRY CORPORATION

1801 LABRADOR DR
COLUMBIA MO 65203-2093

Tax Receipt 20001764

Tax Id No. 311434

Account No.
04-8.0-28-000-000-001.000

PROPERTY DESCRIPTION

Parcel No. 04-8.0-28-000-000-001.000 74.110 Acres

Section-Township-Range
28-50-6
PT NE & PT NE SE

ASSESSED VALUATION & TAXES		
Agr. Value	1,820	217.87
Res. Value	0	0.00
Com. Value	53,860	3,500.20
Special Assessment		0.00
Total Value	55,680	3,718.07

* Note: Tax on commercial includes additional 0.3400 levy.

Must pay total tax bill. Break out is for informational purposes only and does not include LAC*.

Please review the property description. It is the obligation of the taxpayer to see that their property is properly assessed on the tax books. Failure to receive a tax statement does not relieve the taxpayer of the obligation to pay taxes when due.

ITEMIZATION OF TAX

Levy	District		Tax Amount
0.0300	STATE		16.70
0.0965	DDAB		53.73
0.2651	COUNTY		147.61
0.1453	HEALTH		80.90
4.4928	SCHOOL	MR1	2,501.59
0.2956	ROAD	WS	164.59
0.5031	AMBL	MCA	280.13
0.0000	CITY	RUR	0.00
0.2465	FIRE	WEF	137.25
0.0000	SURTAX*		183.12
0.0000	LAC*		0.00
0.0000	HOSP	NOH	0.00
0.2738	CO-ROAD		152.45
	SPECIAL		0.00
6.3487	CURRENT TOTALS		3,718.07

Differences in break out totals may occur due to rounding and LAC* (Late Assessment Charge).

DATE PAID 12-17-2020 **AUDIT NO.** 155030962
INTEREST & FEES CALCULATED FOR 12-17-2020
TRANSACTION 1550016051 **OPERATOR** ALS

TAX PAID 3,718.07
INTEREST & FEES 0.00
RECEIPT TOTAL 3,718.07

Paid by WULFF BROTHERS MASONRY (MAIL)

WULFF BROTHERS MASONRY CORPORATION

1801 LABRADOR DR
COLUMBIA MO 65203-2093

NON-CLEARANCE OF CHECKS VOIDS THIS RECEIPT

Anita L Sullivan

Anita L. Sullivan,
Montgomery County Collector

REAL ESTATE TAX RECEIPTS
CANNOT BE USED TO LICENSE VEHICLES

If you were a Montgomery County, Missouri, resident on January 1, owned a vehicle or other personal property, and did not receive a personal property tax bill, contact the Assessor.

MONTGOMERY COUNTY PAID TAX RECEIPT

Anita L. Sullivan, Collector
310 Salisbury St., Ste C
PO Box 2
Montgomery City, MO 63361
(573) 564-2389

2020 REAL ESTATE DUPLICATE RECEIPT

WULFF BROTHERS MASONRY CORPORATION

1801 LABRADOR DR
COLUMBIA MO 65203-2093

Tax Receipt 20001378

Tax Id No. 311434

Account No.
04-8.0-27-002-000-002.000

PROPERTY DESCRIPTION

Parcel No. 04-8.0-27-002-000-002.000 3.400 Acres

Section-Township-Range
27-50-6
PT NW

ASSESSED VALUATION & TAXES		
Agr. Value	0	0.00
Res. Value	0	0.00
Com. Value	1,980	132.43
Special Assessment		0.00
Total Value	1,980	132.43

* Note: Tax on commercial includes additional 0.3400 levy.

Must pay total tax bill. Break out is for informational purposes only and does not include LAC*.

Please review the property description. It is the obligation of the taxpayer to see that their property is properly assessed on the tax books. Failure to receive a tax statement does not relieve the taxpayer of the obligation to pay taxes when due.

ITEMIZATION OF TAX

Levy	District		Tax Amount
0.0300	STATE		0.59
0.0965	DDAB		1.91
0.2651	COUNTY		5.25
0.1453	HEALTH		2.88
4.4928	SCHOOL	MR1	88.96
0.2956	ROAD	WS	5.85
0.5031	AMBL	MCA	9.96
0.0000	CITY	RUR	0.00
0.2465	FIRE	WEF	4.88
0.0000	SURTAX*		6.73
0.0000	LAC*		0.00
0.0000	HOSP	NOH	0.00
0.2738	CO-ROAD		5.42
	SPECIAL		0.00
6.3487	CURRENT TOTALS		132.43

Differences in break out totals may occur due to rounding and LAC* (Late Assessment Charge).

DATE PAID	12-17-2020	AUDIT NO.	155030963
INTEREST & FEES CALCULATED FOR			12-17-2020
TRANSACTION	1550016051	OPERATOR	ALS

TAX PAID	132.43
INTEREST & FEES	0.00
RECEIPT TOTAL	132.43

Paid by WULFF BROTHERS MASONRY (MAIL)

WULFF BROTHERS MASONRY CORPORATION

1801 LABRADOR DR
COLUMBIA MO 65203-2093

NON-CLEARANCE OF CHECKS VOIDS THIS RECEIPT

Anita L Sullivan

Anita L. Sullivan,
Montgomery County Collector

REAL ESTATE TAX RECEIPTS
CANNOT BE USED TO LICENSE VEHICLES

If you were a Montgomery County, Missouri, resident on January 1, owned a vehicle or other personal property, and did not receive a personal property tax bill, contact the Assessor.

MONTGOMERY COUNTY PAID TAX RECEIPT

Anita L. Sullivan, Collector
310 Salisbury St., Ste C
PO Box 2
Montgomery City, MO 63361
(573) 564-2389

2020 REAL ESTATE DUPLICATE RECEIPT

WULFF BROTHERS MASONRY CORPORATION

1801 LABRADOR DR
COLUMBIA MO 65203-2093

Tax Receipt 20001282

Tax Id No. 311434

Account No.
04-5.0-21-000-000-008.002

PROPERTY DESCRIPTION

Parcel No. 04-5.0-21-000-000-008.002 1.540 Acres

Section-Township-Range
21-50-6
PT SE SE

ASSESSED VALUATION & TAXES		
Agr. Value	100	6.36
Res. Value	0	0.00
Com. Value	0	0.00
Special Assessment		0.00
Total Value	100	6.36

* Note: Tax on commercial includes additional 0.3400 levy.

Must pay total tax bill. Break out is for informational purposes only and does not include LAC*.

Please review the property description. It is the obligation of the taxpayer to see that their property is properly assessed on the tax books. Failure to receive a tax statement does not relieve the taxpayer of the obligation to pay taxes when due.

ITEMIZATION OF TAX

Levy	District		Tax Amount
0.0300	STATE		0.03
0.0965	DDAB		0.10
0.2651	COUNTY		0.27
0.1453	HEALTH		0.15
4.4928	SCHOOL	MR1	4.49
0.2956	ROAD	WS	0.30
0.5031	AMBL	MCA	0.50
0.0000	CITY	RUR	0.00
0.2465	FIRE	WEF	0.25
0.0000	SURTAX*		0.00
0.0000	LAC*		0.00
0.0000	HOSP	NOH	0.00
0.2738	CO-ROAD		0.27
	SPECIAL		0.00
6.3487	CURRENT TOTALS		6.36

Differences in break out totals may occur due to rounding and LAC* (Late Assessment Charge).

DATE PAID 12-17-2020 **AUDIT NO.** 155030964 **TAX PAID** 6.36
INTEREST & FEES CALCULATED FOR 12-17-2020 **INTEREST & FEES** 0.00
TRANSACTION 1550016051 **OPERATOR** ALS **RECEIPT TOTAL** 6.36

Paid by WULFF BROTHERS MASONRY (MAIL)

WULFF BROTHERS MASONRY CORPORATION

1801 LABRADOR DR
COLUMBIA MO 65203-2093

NON-CLEARANCE OF CHECKS VOIDS THIS RECEIPT

Anita L Sullivan

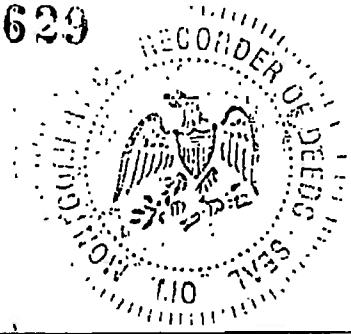
Anita L. Sullivan,
Montgomery County Collector

REAL ESTATE TAX RECEIPTS
CANNOT BE USED TO LICENSE VEHICLES

If you were a Montgomery County, Missouri, resident on January 1, owned a vehicle or other personal property, and did not receive a personal property tax bill, contact the Assessor.

TRI-co Land
42

BOOK 653 PAGE 629



STATE OF MISSOURI
COUNTY OF MONTGOMERY
The foregoing instrument was filed for record in my office on the 29th day of December 20 10 at the hour of 9 o'clock and 39 minutes A M., and recorded in deed Book 653 on page 629

Witness my hand and office seal
Sheila See, Recorder of Deeds
Sheila See
By Kristy Kolling Deputy

(Space above reserved for Recorder of Deeds certification)

Doesn't match the next page

1. Title of Document: **General Warranty Deed**
2. Date of Document: **December 27, 2010**
3. Grantor(s): **ROBERT R. LANPHIER AND JUDITH A. LANPHIER, HUSBAND AND WIFE**
4. Grantee(s): **WULFF BROTHERS MASONRY CORPORATION**
5. Statutory Mailing Address(s): **1105 LAKEVIEW AVE, COLUMBIA, MO 65201**
6. Legal Description: **See Exhibit "A"**
7. Reference Book and Page(s): **N/A**

TCLTS
File # 6056.1

BOOK 653 PAGE 630

Check spelling

TCLTS
File # 6056.1

GENERAL WARRANTY DEED (Corporation)

THIS INDENTURE, Made on the 27th day of December, 2010 by and between

ROBERT R. LANPHER AND JUDITH A. LANPHER, HUSBAND AND WIFE
of the County of ~~MONTGOMERY~~ TEXAS, in the State of Missouri, Party or Parties of the First Part:

WULFF BROTHERS MASONRY CORPORATION
A corporation, organized and existing under the laws of the State of MISSOURI with its principal office in the County of BOONE, in the State of MISSOURI, Party of the Second Part, and
(mailing address of said first named grantee is **1105 LAKEVIEW AVE, COLUMBIA, MO 65201**

WITNESSETH, that the said party of the First Part, in consideration of the sum of **ONE DOLLAR ($1.00)** and other good and valuable consideration to them paid by the said parties of the Second Part, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party/parties of the Second Part, his/her or their heirs and assigns, the following described Lots, Tracts, or Parcels of Land, lying, being and situate in the County of **Montgomery** and State of Missouri, to-wit:

See Exhibit "A" attached hereto and made a part hereof for complete legal description

SUBJECT TO Easements, Conditions, Restrictions, etc., of record, if any.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Parties of the Second Part, and unto their heirs and assigns, **FOREVER**, the said Party of the First Part herein, hereby covenanting that they are lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrance done or suffered by them or those under whom they claim, and that they will **WARRANT AND DEFEND** the title to the said premises unto the said Parties of the Second Part and unto their heirs and assigns, **FOREVER**, against the lawful claims and demands of all persons whomsoever, excepting however, the general taxes for the calendar year 2011 and thereafter and special taxes becoming a lien after the date of this deed, and the matters set out above.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be signed pursuant to due authority the day and year first above written.

Robert R. Lanphier

Judith A. Lanphier

BOOK 653 PAGE 631

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

On this 27th day of December, 2010, before me, Denise J Black, a Notary Public, personally appeared **ROBERT R. LANPHIER AND JUDITH A. LANPHIER, HUSBAND AND WIFE** to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal at my office in the County and State aforesaid, the day and year first above written.

Denise J Black

NOTARY PUBLIC
My Commission expires: 11-26-2011
Commissioned in Lincoln County

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

DENISE J. BLACK
My Commission Expires
November 26, 2011
Lincoln County
Commission #07536467

Exhibit A'

TRACT I (A.K.A. SITE D)
A TACT OF LAND BEING A PART OF SECTIONS 21, 27 AND 28, TOWNSHIP 50 N., RANGE 6 W., MONTGOMERY COUNTY, MISSOURI, AND BEING PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S01°06'36"W, ALONG THE EAST LINE OF SAID SECTION 28, 343.58 FEET, TO AN EXISTING IRON P PE AS SHOWN ON A SURVEY RECORDED IN PLAT BOOK B, AT PAGE 41, MONTGOMERY COUNTY RECORDS AND THE POINT OF BEGINNING; THENCE S66°40'37"E, 559.55 FEET, TO AN EXISTING PIPE AS SHOWN ON SAID SURVEY; THENCE S00°52'51"W, ALONG THE WEST LINE OF SAID SURVEY, 109.98 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON SAID SURVEY; THENCE S74°16'07"W, 540.96 FEET, TO AN EXISTING IRON PIPE ON THE EAST LINE OF SAID SECTION 28; THENCE S01°04'33"W, ALONG SAID EAST LINE, 565.96 FEET, TO IRON PIN; THENCE N89°42'07"W, 2480.06 FEET, TO THE EAST LINE OF MISSOURI STATE HIGHWAY 19; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 5759.6 FEET, AND AN ARC LENGTH OF 131.53 FEET AND A CHORD OF N49°32'11"W, 131.53 FEET; THENCE N50°11'26"W, 3.91 FEET, TO AN IRON PIN; THENCE S88°47'24"E, 983.38 FEET, TO AN IRON PIN; THENCE N07°07'40"E, 985.10 FEET, TO AN IRON PIN; THENCE S86°14'53"E, 206.76 FEET, TO AN IRON PIN; THENCE N08°21'18"W, 357.01 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE N00°57'17"E, ALONG THE WEST LINE OF SAID QUARTER QUARTER SECTION, 228.02 FEET, TO AN IRON PIN; THENCE S66°32'01"E, 1459.34 FEET, TO THE POINT OF BEGINNING. CONTAINING 51.07 ACRES, MORE OR LESS.

THE HEREINABOVE IS SUBJECT TO A 60 FOOT ROAD AND UTILITY EASEMENT DESCRIBED AS FOLLOWS: AN EASEMENT OVER, ACROSS, AND UNDER A TRACT OF LAND BEING A PART OF SECTION 28, TOWNSHIP 50 N., RANGE 6 W., MONTGOMERY COUNTY, MISSOURI, SAID EASEMENT BEING 60 FEET WIDE, 30 FEET ON EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT AN EXISTING IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S01°06'36"W, ALONG THE EAST LINE OF SAID SECTION 28, 343.58 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON A SURVEY RECORDED IN PLAT BOOK B, AT PAGE 41, MONTGOMERY COUNTY RECORDS; THENCE N66°32'01"W, 105.72 FEET, TO THE POINT OF BEGINNING; THENCE S21°49'34"W, 118.64 FEET; THENCE S01°23'30"W, 945.52 FEET; THENCE N89°42'07"W, 2370.05 FEET, TO THE EAST LINE OF MISSOURI STATE HIGHWAY 19, AND THE END OF SAID EASEMENT. SUBJECT TO THE RIGHTS OF NORFOLK AND WESTERN RAIL ROAD IN AND TO SAID RAIL ROAD SPUR THAT LIES WITHIN THE HEREIN ABOVE DESCRIBED REAL PROPERTY.

TRACT II (A.K.A. SITE E)
A TRACT OF LAND BEING A PART OF SECTION 28, TOWNSHIP 50 N., RANGE 6 W., MONTGOMERY COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S01°06'36"W, ALONG THE EAST LINE OF SAID SECTION 28, 343.58 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON A SURVEY RECORDED IN PLAT BOOK B, AT THE PAGE 41, MONTGOMERY COUNTY RECORDS; THENCE S66°40'37"E, 559.55 FEET, TO AN EXISTING PIPE AS SHOWN ON SAID SURVEY; THENCE S00°52'51"W, ALONG THE WEST LINE OF SAID SURVEY, 109.98 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON SAID SURVEY; THENCE S74°16'07"W, 540.96 FEET, TO AN EXISTING IRON PIPE ON THE EAST LINE OF SAID SECTION 28; THENCE S01°04'33"W, 565.96 FEET, TO AN IRON PIN; THENCE N89°42'07"W, 846.03 FEET, TO AN IRON PIN, AND THE POINT OF BEGINNING; THENCE N89°42'07"507.24 FEET, TO A PK NAIL; THENCE S19°23'16"W, 473.43 FEET; THENCE S13°31'48"W, 438.41 FEET,

TO A PK NAIL ON THE NORTHEASTERLY LINE OF MISSOURI STATE HIGHWAY 19; THENCE S43°23'27"E, ALONG SAID NORTHEASTERLY LINE, 652.67 FEET, TO AN IRON PIN; THENCE N57°06'03"E, 121.74 FEET, TO AN EXISTING CORNER POST; THENCE N02°28'18"W, 991.78 FEET, TO AN IRON PIN; THENCE N74°39'36"E, 267.55 FEET, TO AN IRON PIN; THENCE N00°17'53"E, 216.72 FEET, TO THE POINT OF BEGINNING. CONTAINING 12.87 ACRES, MORE OR LESS.

THE HEREINABOVE IS BENEFITED BY A 60 FOOT ROAD AND UTILITY EASEMENT DESCRIBED AS FOLLOWS: AN EASEMENT OVER, ACROSS, AND UNDER A TRACT OF LAND BEING A PART OF SECTION 28, TOWNSHIP 50 N., RANGE 6 W., MONTGOMERY COUNTY, MISSOURI, SAID EASEMENT BEING 60 FEET WIDE, 30 FEET ON EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT AN EXISTING IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S01°06'36"W, ALONG THE EAST LINE OF SAID SECTION 28, 343.58 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON A SURVEY RECORDED IN PLAT BOOK B, AT PAGE 41, MONTGOMERY COUNTY RECORDS; THENCE N66°32'01"W, 105.72 FEET, TO THE POINT OF BEGINNING; THENCE S21°49'34"W, 118.64 FEET; THENCE S01°23'30"W, 945.52 FEET; THENCE N89°42'07"W, 2370.05 FEET, TO THE EAST LINE OF MISSOURI STATE HIGHWAY 19, AND THE END OF SAID EASEMENT.

THE HEREINABOVE IS BENEFITED BY AND SUBJECT TO A 60 FOOT ROAD EASEMENT DESCRIBED AS FOLLOWS: AN EASEMENT OVER, ACROSS AND UNDER A TRACT OF LAND BEING A PART OF SECTION 28, TOWNSHIP 50 N., RANGE 6 W., MONTGOMERY COUNTY, MISSOURI, SAID EASEMENT BEING 60 FEET WIDE, 30 FEET ON EACH SIDE OF AN D PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT AN EXISTING IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S01°06'36"W, ALONG THE EAST LINE OF SAID SECTION 28, 343.58 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON A SURVEY RECORDED IN PLAT BOOK B, AT PAGE 41, MONTGOMERY COUNTY RECORDS; THENCE S66°40'37"E, 559.55 FEET, TO AN EXISTING PIPE AS SHOWN ON SAID SURVEY; THENCE S00°52'51"W, ALONG THE EAST LINE OF SAID SURVEY, 109.98 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON SAID SURVEY; THENCE S74°16'07"W, 540.96 FEET, TO AN EXISTING IRON PIPE ON THE EAST LINE OF SAID SECTION 28; THENCE S01°04'33"W, ALONG SAID EAST LINE, 565.96 FEET, TO AN IRON PIN; THENCE N89°42'07"W, 846.03 FEET, TO AN IRON PIN; THENCE CONTINUING N89°42'07"W, 507.24 FEET, TO A PK NAIL, AND THE POINT OF THE BEGINNING; THENCE S19°23'16"W, 473.43 FEET; THENCE S13°31'48"W, 438.41 FEET, TO PK NAIL ON THE NORTHEASTERLY LINE OF MISSOURI STATE HIGHWAY 19, AND THE END OF SAID EASEMENT.

TRACT III (A.K.A. SITE F)
A TRACT OF LAND BEING A PART OF SECTION 28, TOWNSHIP 50 N., RANGE 6 W., MONTGOMERY COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S01°06'36"W, ALONG THE EAST LINE OF SAID SECTION 28, 343.58 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON A SURVEY RECORDED IN PLAT BOOK B, AT PAGE 41, MONTGOMERY COUNTY RECORDS; THENCE S66°40'37"E, 559.55 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON SAID SURVEY; THENCE S00°52'51"W, ALONG THE WEST LINE OF SAID SURVEY, 109.98 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON SAID SURVEY; THENCE S74°16'07"W, 540.96 FEET, TO AN EXISTING IRON PIPE ON THE EAST LINE OF SAID SECTION 28; THENCE S01°04'33"W, 565.96 FEET, TO AN IRON PIN; THENCE N89°42'07"W, 1353.28 FEET, TO A PK NAIL AND THE POINT OF BEGINNING; THENCE S19°23'16"W, 473.43 FEET; THENCE S13°31'48"W, 438.41 FEET, TO A PK NAIL ON THE NORTHEASTERLY LINE OF MISSOURI STATE HIGHWAY 19; THENCE N43°23'27"W, ALONG SAID NORTHEASTERLY LINE; 682.97 FEET, TO AN EXISTING IRON PIN; THENCE ON A CURVE

TO THE LEFT, HAVING A RADIUS OF 5759.6 FEET, AND AN ARC LENGTH OF 552.04 FEET, AND A CHORD OF N46°08'11"W, 551.82 FEET; THENCE S89°42'07"E, 1126.78 FEET, TO THE POINT OF BEGINNING. CONTAINING 10.8 ACRES MORE OR LESS.

THE HEREINABOVE IS BENEFITED BY A 60 FOOT ROAD AND UTILITY EASEMENT DESCRIBED AS FOLLOWS: AN EASEMENT OVER, ACROSS, AND UNDER A TRACT OF LAND BEING A PART OF SECTION 28, TOWNSHIP 50 N., RANGE 6 W., MONTGOMERY COUNTY, MISSOURI, SAID EASEMENT BEING 60 FEET WIDE, 30 FEET ON EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT AN EXISTING IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 28 ; THENCE S01°06'36"W, ALONG THE EAST LINE OF SAID SECTION 28, 343.58 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON A SURVEY RECORDED IN PLAT BOOK B, AT PAGE 41, MONTGOMERY COUNTY RECORDS; THENCE N66°32'01"W, 105.72 FEET, TO THE POINT OF BEGINNING; THENCE S21°49'34"W, 118.64 FEET; THENCE S01°23'30"W, 945.52 FEET; THENCE N89°42'07"W, 2370.05 FEET, TO THE EAST LINE OF MISSOURI STATE HIGHWAY 19, AND THE END OF SAID EASEMENT.

THE HEREINABOVE IS BENEFITED BY AND SUBJECT TO A 60 FOOT ROAD EASEMENT DESCRIBED AS FOLLOWS: AN EASEMENT OVER, ACROSS AND UNDER A TRACT OF LAND BEING A PART OF SECTION 28, TOWNSHIP 50 N., RANGE 6 W., MONTGOMERY COUNTY, MISSOURI, SAID EASEMENT BEING 60 FEET WIDE, 30 FEET ON EACH SIDE OF AN D PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT AN EXISTING IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 28 ; THENCE S01°06'36"W, ALONG THE EAST LINE OF SAID SECTION 28, 343.58 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON A SURVEY RECORDED IN PLAT BOOK B, AT PAGE 41, MONTGOMERY COUNTY RECORDS; THENCE S66°40'37"E, 559.55 FEET, TO AN EXISTING PIPE AS SHOWN ON SAID SURVEY; THENCE S00°52'51"W, ALONG THE EAST LINE OF SAID SURVEY, 109.98 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON SAID SURVEY; THENCE S74°16'07"W, 540.96 FEET, TO AN EXISTING IRON PIPE ON THE EAST LINE OF SAID SECTION 28; THENCE S01°04'33"W, ALONG SAID EAST LINE, 565.96 FEET, TO AN IRON PIN; THENCE N89°42'07"W, 846.03 FEET, TO AN IRON PIN; THENCE CONTINUING N89°42'07"W, 507.24 FEET, TO A PK NAIL, AND THE POINT OF THE BEGINNING; THENCE S19°23'16"W, 473.43 FEET; THENCE S13°31'48"W, 438.41 FEET, TO PK NAIL ON THE NORTHEASTERLY LINE OF MISSOURI STATE HIGHWAY 19, AND THE END OF SAID EASEMENT.

TRACT IV (A.K.A. SITE G)
A TRACT OF LAND BEING A PART OF SECTION 28, TOWNSHIP 50 N., RANGE 6 W., MONTGOMERY COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S01°06'36"W, ALONG THE EAST LINE OF SAID SECTION 28, 343.58 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON A SURVEY RECORDED IN PLAT BOOK B, AT PAGE 41, MONTGOMERY COUNTY RECORDS; THENCE S66°40'37"E, 559.55 FEET, TO AN EXISTING PIPE AS SHOWN ON SAID SURVEY; THENCE S00°52'51"W, ALONG THE WEST LINE OF SAID SURVEY, 109.98 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON SAID SURVEY; THENCE S74°16'07"W, 540.96 FEET, TO AN EXISTING IRON PIPE ON THE EAST LINE OF SAID SECTION 28; THENCE S01°04'33"W, 565.96 FEET, TO AN IRON PIN, AND THE POINT OF BEGINNING; THENCE N89°42'07"W, 846.03 FEET, TO AN IRON PIN; THENCE S00°17'53"W, 216.72 FEET, TO AN IRON PIN; THENCE S88°56'17"E, 843.01 FEET, TO AN IRON PIN ON THE EAST LINE OF SAID SECTION 28; THENCE N01°04'33"E, 227.98 FEET, TO THE POINT OF BEGINNING. CONTAINING 4.31 ACRES, MORE OR LESS.

THE HEREINABOVE IS BENEFITED BY A 60 FOOT ROAD AND UTILITY EASEMENT DESCRIBED AS FOLLOWS: AN EASEMENT OVER, ACROSS, AND UNDER A TRACT OF LAND BEING A PART OF SECTION 28, TOWNSHIP 50 N., RANGE 6 W., MONTGOMERY COUNTY, MISSOURI, SAID EASEMENT BEING 60 FEET WIDE, 30 FEET ON EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT AN EXISTING IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S01°06'36"W, ALONG THE EAST LINE OF SAID SECTION 28, 343.58 FEET, TO AN EXISTING IRON PIPE AS SHOWN ON A SURVEY RECORDED IN PLAT BOOK B, AT PAGE 41, MONTGOMERY COUNTY RECORDS; THENCE N66°32'01"W, 105.72 FEET, TO THE POINT OF BEGINNING; THENCE S21°49'34"W, 118.64 FEET; THENCE S01°23'30"W, 945.52 FEET; THENCE N89°42'07"W, 2370.05 FEET, TO THE EAST LINE OF MISSOURI STATE HIGHWAY 19, AND THE END OF SAID EASEMENT.

TR-CO 30 BOOK 503 PAGE 333

STATE OF MISSOURI
COUNTY OF MONTGOMERY
The foregoing instrument was filed for record in my office on
the 14th day of
November 2003 at the hour of
1 o'clock and 40 minutes P M., and
recorded in deed Book 503
Page 333
Witness my hand and official seal
Shirl Lee, Recorder of Deeds
By _____ Deputy

sellofb

(Space above reserved for Recorder of Deeds certification)

1. Title of Document: **General Warranty Deed by a Corporation**
2. Date of Document: **November 4, 2003**
3. Grantor(s): **WFB Liquidating Corporation, f/k/a Wellsville Firebrick Company**
4. Grantee(s): **Cecil Wells Harness, Jr., A Single Person**
5. Statutory Mailing Address(s): **28439 Highway "O", New Hartford, MO 63359**
6. Legal Description: **See Exhibit "A"**
6. Reference Book and Page(s): **N/A**

TCLTS
031520/6043

BOOK 503 PAGE 334

TCLTS
031520/6043

GENERAL WARRANTY DEED (Corporation)

THIS INDENTURE, Made on the 4th day of November, Two Thousand and Three A D. by and between

WFB Liquidating Corporation, f/k/a Wellsville Firebrick Company

A corporation, organized and existing under the laws of the State of Missouri with its principal office in the County of Montgomery, State of Missouri, Party of the First Part, and

Cecil Wells Harness, Jr., A Single Person

of the County of Pike, in the State of Missouri, Party of the Second Part: (mailing address of said first named grantee is 28439 Highway "O", New Hartford, MO 63359)

WITNESSETH, that the said party of the First Part, in consideration of the sum of **ONE DOLLAR** and other good and valuable consideration to them paid by the said party of the Second Part, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party of the Second Part, his heirs and assigns, the following described Lots, Tracts, or Parcels of Land, lying, being and situate in the County of **MONTGOMERY** and State of Missouri, to-wit:

See Attached Exhibit "A"

SUBJECT TO Easements, Conditions, Restrictions, etc., of record, if any.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Party of the Second Part, and unto his heirs and assigns, **FOREVER**, the said Party of the First Part herein, hereby covenanting that they are lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrance done or suffered by them or those under whom they claim, and that they will **WARRANT AND DEFEND** the title to the said premises unto the said Party of the Second Part and unto his heirs and assigns, **FOREVER**, against the lawful claims and demands of all persons whomsoever, excepting however, the general taxes for the calendar year 2003 and thereafter and special taxes becoming a lien after the date of this deed, and the matters set out above.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be signed by its Court Appointed Responsible Individual the day and year first above written

WFB Liquidating Corporation, f/k/a Wellsville Firebrick Company

By: Bradley D. Sharp
Its: Court Appointed Responsible Individual for WFB Liquidating Corporation, f/k/a Wellsville Firebrick Company

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On this ____ day of November, 2003, before me personally appeared Bradley D. Sharp, who being by me duly sworn, did say that he is the Court Appointed Responsible Individual for WFB Liquidating Corporation, f/k/a Wellsville Firebrick Company of the State of Missouri; and the said instrument was signed in behalf of said Corporation, by authority of the United States Bankruptcy Court for the Northern District of California Oakland Division; and said Court Appointed Responsible Individual for WFB Liquidating Corporation f/k/a Wellsville Firebrick Company acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the County and State aforesaid, the day and year first above written.

Notary Public

Please see attached CA All-Purpose Acknowledgment

BOOK 503 PAGE 336

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On Nov. 4, 2003 (Date), before me, Michelle Morice Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Bradley D. Sharp (Name(s) of Signer(s)),

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal

Michelle Morice
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document
Title or Type of Document: General Warranty Deed by a Corp. and Cecil Wells Harness, Jr.
Document Date: Nov. 4, 2003 Number of Pages: 4

Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer
Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1997 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

EXHIBIT "A"

TRACT I· (a/k/a Tract 20) A tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, and being more particularly described as follows

Commencing at an existing iron pipe at the northeast corner of said Section 28, thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence S66°40'37" 559.55 feet, to an existing pipe as shown on said survey; thence S00°52'51"W, along the west line of said survey, 109.98 feet, to an existing iron pipe as shown on said survey; thence S74°16'07"W, 540.96 feet, to an existing iron pipe on the east line of said Section 28; thence S01°04'33"W, 565.96 feet , to an iron pin; thence continuing S01°04'33"W, 227.98 feet to an iron pin, and the point of beginning; thence S01°04'33"W, along said east line, 1052.87 feet, to an existing iron pin at the east quarter corner of said Section 28; thence S01°15'36"W, along said east line, 793 05 feet, to an iron pin, thence N89°53'21"W, 359 15 feet, to an existing iron pipe on the northeasterly line of Missouri State Highway 19; thence on a curve to the right , having a radius of 1105.99 feet, and an arc length of 304.47 feet, and a chord of N51°18'43 W, 303.51 feet, to an existing right of way marker; thence S48°44'52"W, along said northeasterly line, 10.0 feet, to an existing right of way marker, thence N43°23'27"W, 329.0 feet, to an existing concrete right of way marker at the southernmost corner of a tract of land as described in Book 171, at Page 132, Montgomery County records, thence N46°36'33"E, 15.0 to the easternmost corner of said tract, thence N43°23'27"W, 20.0 feet to the northernmost corner of said tract; thence S46°36'33"W, 15.0 feet, to an iron pin on the northeasterly line of said highway; thence N43°23'27"W, along said northeasterly line,407.29 feet, to an iron pin, thence N57°06'03"E, 121.74 feet, to an existing corner post; thence N02°28'18"W, 991.78 feet, to an iron pin, thence N74°39'36"E, 267.55 feet, to an iron pin; thence S88°56'17"E 843.01 feet, to the point of beginning Containing 40.47 acres, more or less

TRACT II (a/k/a Tract 22) A tract of land being a part of Sections 21, 22, 27, and 28, Township 50 N , Range 6 W., Montgomery County , Missouri, and being more particularly described as follows·

Beginning at an existing iron pipe at the southeast corner of said Section 21, thence S87°30'02"E, along the south line of said Section 22, 1313.20 feet, to an existing iron pin as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County Records; thence N00°02'53"E, along the east line of said survey, 1291.64 feet, to an existing corner post as shown on said survey, thence N88°20'50"W, along the north line of said survey, 1326.72 feet, to an existing corner post as shown on said survey; thence N88°21'06"W, 1314.82 feet, to an iron pin at the northwest corner of said survey, thence S00°57'17"W, 1073.0 feet, to an iron pin, thence S66°32'01"E, 1459.34 feet, to an existing iron pin on the east line of said Section 28; thence N01°06'36"E, 343.58 feet, to the point of beginning. Containing 79 95 acres, more or less.

The hereinabove is benefited by a 60 (sixty) foot road and utility easement described as follows·
An easement over, across, and under a tract of land being a part of Section 28, Township 50 N , Range 6 W , Montgomery County, Missouri, said easement being 60 feet wide, 30 feet on each side of and parallel to the following described centerline·

Commencing at an existing iron pipe at the northeast corner of said Section 28, thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence N66°32'01"W, 105.72 feet, to the point of beginning; thence S21°49'34"W, 118 64 feet; thence S01°23'30"W, 945.52 feet, thence N89°42'07"W, 2370 05 feet, to the east line of Missouri State Highway 19, and the end of said easement

BOOK 503 PAGE 328

STATE OF MISSOURI
COUNTY OF MONTGOMERY

The foregoing instrument was filed for record in my office on the 14th day of November, 2003, at the hour of 1 o'clock and 39 minutes P M., and recorded in deed Book 503 on page 328

Witness my hand and official seal
Sheila See, Recorder of Deeds

By _____ Deputy

selloff

(Space above reserved for Recorder of Deeds certification)

1. Title of Document: **General Warranty Deed by a Corporation**
2. Date of Document: **November 4, 2003**
3. Grantor(s): **WFB Liquidating Corporation, f/k/a Wellsville Firebrick Company**
4. Grantee(s): **Harry H. Houf & Sons Contractors Inc.**
5. Statutory Mailing Address(s): **705 W. Hudson, Wellsville, MO 63384**
6. Legal Description: **See Exhibit "A"**
6. Reference Book and Page(s): **N/A**

TCLTS
031519/6042

BOOK 503 PAGE 329

TCLTS
031519/6042

GENERAL WARRANTY DEED (Corporation)

THIS INDENTURE, Made on the 4th day of November, Two Thousand and Three A D by and between

WFB Liquidating Corporation, f/k/a Wellsville Firebrick Company

A corporation, organized and existing under the laws of the State of Missouri with its principal office in the County of Montgomery, State of Missouri, Party of the First Part, and

Harry H. Houf & Sons Contractors, Inc.

A corporation, organized and existing under the laws of the State of Missouri with its principal office in the County of Audrain, in the State of Missouri, Party of the Second Part: (mailing address of said first named grantee is 705 W. Hudson, Wellsville, MO 63384)

WITNESSETH, that the said party of the First Part, in consideration of the sum of **ONE DOLLAR** and other good and valuable consideration to them paid by the said parties of the Second Part, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party of the Second Part, their heirs and assigns, the following described Lots, Tracts, or Parcels of Land, lying, being and situate in the County of **MONTGOMERY** and State of Missouri, to-wit.

See Attached Exhibit "A"

SUBJECT TO Easements, Conditions, Restrictions, etc., of record, if any.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Party of the Second Part, and unto their heirs and assigns, **FOREVER**, the said Party of the First Part herein, hereby covenanting that they are lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrance done or suffered by them or those under whom they claim, and that they will **WARRANT AND DEFEND** the title to the said premises unto the said Party of the Second Part and unto their heirs and assigns, **FOREVER**, against the lawful claims and demands of all persons whomsoever, excepting however, the general taxes for the calendar year 2003 and thereafter and special taxes becoming a lien after the date of this deed, and the matters set out above.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be signed by its Court Appointed Responsible ndividual the day and year first above written.

WFB Liquidating Corporation, f/k/a Wellsville Firebrick Company

By: Bradley D. Sharp
Its: Court Appointed Responsible ndividual for WFB Liquidating Corporation, f/k/a Wellsville Firebrick Company

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On this ____ day of November, 2003, before me personally appeared Bradley D. Sharp, who being by me duly sworn, did say that he is the Court Appointed Responsible Individual for WFB Liquidating Corporation, f/k/a Wellsville Firebrick Company of the State of Missouri; and the said instrument was signed in behalf of said Corporation, by authority of the United States Bankruptcy Court for the Northern District of California Oakland Division; and said Court Appointed Responsible Individual for WFB Liquidating Corporation f/k/a Wellsville Firebrick Company acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the County and State aforesaid, the day and year first above written.

Notary Public

Please see attached CA All-Purpose acknowledgment.

BOOK 503 PAGE 331

CAL FORN A ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On Nov. 4, 2003 (Date), before me, Michelle Morice, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Bradley D. Sharp (Name(s) of Signer(s)),

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument

WITNESS my hand and official seal

Michelle Morice
Signature of Notary Public

MICHELLE MORICE
Commission # 1419960
Notary Public - California
Los Angeles County
My Comm. Expires May 24, 2007

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document
Title or Type of Document: General Warranty Deed by a Corporation and Harry H. Hoff & Sons Contractors, Inc
Document Date: Nov. 4, 2003 Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer
Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1997 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

EXHIBIT "A"

A tract of land being a part of Section 28, Township 50 N , Range 6 W., Montgomery County, Missouri, and being more particularly described as follows

Beginning at an existing iron pin at the northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 28; thence N89°36'49"W, 1349 68 feet, to an existing iron pin at the northwest corner of said quarter quarter section; thence S01°19'55"W, along the east line of said quarterquarter section, 1209 93 feet, to an existing pin on the northeasterly line of Missouri State Highway 19, thence on a curve to the right, having a radius of 5759.6 feet, and an arc length of 145.54 feet, and a chord of S50°54'55"E, 145.52 feet, to an existing iron pin; thence S50°11'26"E, 6.49 feet; to an iron pin, thence S89°47'24"E, 983.38 feet, to an iron pin, thence N07°07'40"E, 985.10 feet, to an iron pin; thence S86°14'53"E, 206 76 feet, to an iron pin thence N08°21'18"W, 357.01 feet, to the point of beginning . Containing 36.39 acres more or less.

$100.00 09726
Panhandle

BOOK 362 PAGE 726

LEASE

THIS LEASE entered into this 2nd day of August 19 95, between Wellsville Fire Brick Company at (City) Wellsville, (State) Missouri hereinafter called "Lessor", and PANHANDLE EASTERN PIPE LINE COMPANY, having an office at 5400 Westheimer Ct., Houston, Texas 77056, a corporation organized and existing under the laws of the State of Delaware, hereinafter called "Lessee".

WITNESSETH

That Lessor does hereby lease to Lessee, its successors and assigns, for the term of 25 years commencing on the 2nd day of August, 19 95, for the purpose hereinafter mentioned, a tract of land in Montgomery County, State of Missouri, described as follows:

A tract of land located in the East Half of Section 28, Township 50 North, Range 6 West, more particularly described as follows: Beginning at a point 1059 feet West and 22 feet South of the Northeast corner of the Southeast Quarter of said Section 28; thence North 61 degrees 20 feet East a distance of 65 feet; thence South 44 degrees 00 feet East a distance of 98 feet; thence South 61 degrees 20 feet West a distance of 140 feet; thence North 44 degrees 20 feet West a distance of 98 feet; thence North 61 degrees 20 feet East a distance of 75 feet; to the point of beginning and containing 0.30 acres more or less; ALSO a strip of land to be used as a road of ingress and egress; being 20 feet wide and 140 feet long adjoining the Southeasterly side of previously described site. Lessee agrees not to place any above ground facilities or fencing within 30 feet of the right-of-way of State Highway No. 19, as now located.

Lessee shall have the right to construct, maintain, repair, replace thereon, and remove therefrom such meters, regulators, pipes, appliances and structures to house the same as its operations from time to time may require, together with the full right of ingress and egress to and from said premises, together with the right to authorize and permit any Company receiving service from Lessee through Lessee's aforesaid facilities, to construct, maintain, repair, replace thereon and remove therefrom such facilities of such Company as such Company may deem necessary or desirable in connection with the rendition of service by Lessee to such Company.

In consideration of the rights hereby granted, Lessee agrees to pay as rent the sum of one hundred Dollars ($ 100.00) at the execution hereof, receipt whereof is hereby acknowledged by the Lessor and the sum of one hundred Dollars ($ 100.00) annually in advance thereafter during the term of this lease, beginning one year from the commencement of said term.

Payment of all moneys becoming due hereunder may be paid to Wellsville Fire Brick Co. at P. O. Box 71, Wellsville, Missouri 63384.

No change in ownership shall be binding on the Lessee until after actual notice to Lessee and it has been furnished with the written conveyance or a certified copy thereof, and any rental paid by Lessee to Lessor prior to receipt by Lessee of such actual notice of such conveyance as herein provided for shall constitute full compliance with the rental obligations of Lessee hereunder and shall in all respects be binding upon any grantee of Lessor failing to notify Lessee in the manner herein provided of any such change of ownership.

In the event Lessee ceases to occupy said premises for the purposes above recited and removes its property therefrom, said Lessee may terminate this lease by giving to Lessor ten days notice in writing of its desire and intention by paying to the Lessor the sum of One Dollar ($1.00) and releasing the same of record, if the same has been recorded. Thereupon, Lessee shall be released from and relieved of all liability and responsibility on account hereof, but no rent paid in advance shall be rebated by reason of such termination.

This agreement shall be binding upon the parties, their heirs, personal representatives, successors and assigns.

George H. Taylor
George H. Taylor, President

STATE OF)
)ss
COUNTY OF)

BE IT REMEMBERED, that on this 17th day of August, 1995 before me, a Notary Public in and for the County and State aforesaid, came George Taylor ~~and~~ _____, ~~his wife~~, who ~~are~~ personally known to me to be the same persons who executed the within and foregoing instrument of writing, and such persons duly acknowledged the execution of the same.

In testimony whereof, I have hereunto subscribed my name and affixed my office seal, the day and year last above written.

Ruth Stevens
Notary Public

My Commission Expires 8-22, 1996.

STATE OF MISSOURI
COUNTY OF MONTGOMERY
The foregoing instrument was filed for record in my office on the 25 day of August 1995 at the hour of 11 o'clock and 54 minutes A M., and recorded in Deed Book 362 on page 726
Witness my hand and official seal
Patricia Bufka, Circuit Clerk and Recorder
Patricia Bufka
By Cindy Kung Deputy

PLAT OF SURVEY FOR
WELLSVILLE FIRE BRICK COMPANY
WELLSVILLE, MISSOURI

PART OF THE EAST HALF OF SECTION 28,
& PART OF THE NORTHWEST 1/4 OF SECTION 27,
& PART OF THE SOUTHWEST 1/4 OF SECTION 22,
& PART OF THE SOUTHEAST 1/4 OF SECTION 21
TOWNSHIP 50 NORTH, RANGE 6 WEST OF THE 5th P.M.
MONTGOMERY COUNTY, MO

I, George H. Taylor, President of Wellsville Fire Brick, approved and authorized this plat to be recorded in the Recorder of Deeds Office in Montgomery County Courthouse.

By: George H. Taylor
George H. Taylor, President

STATE OF MISSOURI)
COUNTY OF MONTGOMERY)

On this 17th day of July, 1996, before me personally appeared George H. Taylor to me personally known, who, being by me duly sworn, did say that he is the President of Wellsville Fire Brick Company, a Missouri Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and said George H. Taylor acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the County and State the day and year first above written.

Joyce Ford, Notary Public

My Comission expires: 7/16/98

LEGAL DESCRIPTION OVERALL TRACT

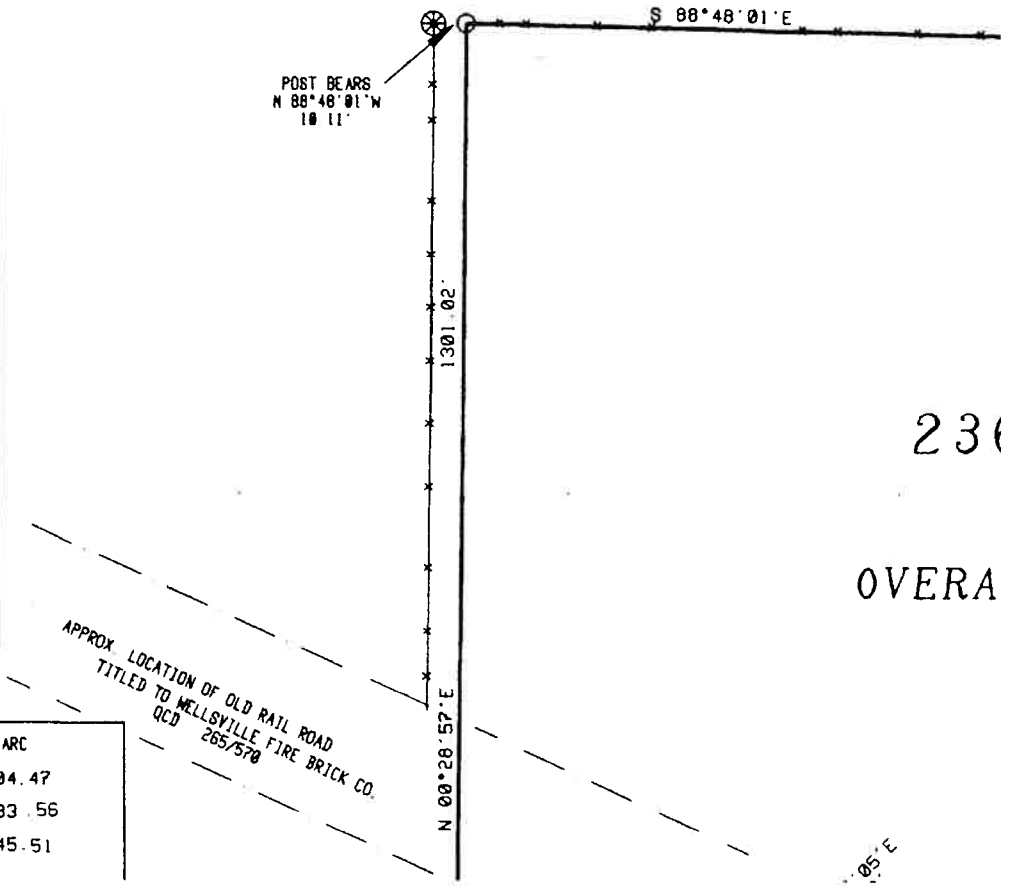
A 236.071 ACRE TRACT OF LAND WITHIN PART OF THE EAST HALF OF SECTION 28, THE NORTHWEST 1/4 OF SECTION 27, THE SOUTHWEST 1/4 OF SECTION 22, THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 50 NORTH, RANGE 6 WEST OF THE 5th P.M. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 28; THENCE S 89°48'01" E, 344.99 FT. TO A POINT; THENCE S 89°38'31" E, 1884.77 FT. TO A POINT; THENCE S 89°52'41" E, 1304.77 FT. TO A POINT; THENCE S 89°55'46" E, 1312.77 FT. TO A POINT; THENCE S 89°55'46" E, 1307.89 FT. TO A POINT; THENCE S 89°48'01" E, 1312.77 FT. TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1196.69 FT. AN INCLUDE ANGLE OF 15°46'24" AND A CHORD WHICH BEARS N 51°47'06" W, 383.51 FT. AN ARC DISTANCE OF 384.47 FT. TO A POINT; THENCE S 43°53'38" W, 1558.00 FT. TO A POINT; THENCE N 43°53'38" W, 2800.00 FT. TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5760.68 FT. AN INCLUDE ANGLE OF 86°48'00" AND A CHORD WHICH BEARS N 47°15'48" W, 683.16 FT. AN ARC DISTANCE OF 683.56 FT. TO A POINT; THENCE N 50°39'48" W, 1145.51 FT. TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5760.68 FT. AN INCLUDE ANGLE OF 81°26'51" AND A CHORD WHICH BEARS N 51°23'12" W, 1455.51 FT. AN ARC DISTANCE OF 1455.51 FT. TO A POINT; THENCE N 89°53'05" E, 1348.85 FT. TO A POINT; THENCE N 89°53'05" E, 1348.85 FT. TO A POINT; THENCE S 00°56'24" W, 1289.24 FT. TO A POINT; THENCE S 89°51'51" E, 1349.86 FT. TO A POINT; THENCE S 89°51'51" E, 1349.86 FT. TO A POINT; THENCE S 00°56'24" W, 1289.24 FT. TO A POINT; THENCE S 89°48'01" E, 1312.77 FT. TO A POINT; THENCE S 89°55'46" E, 1307.89 FT. TO A POINT; THENCE S 89°48'01" E, 1312.77

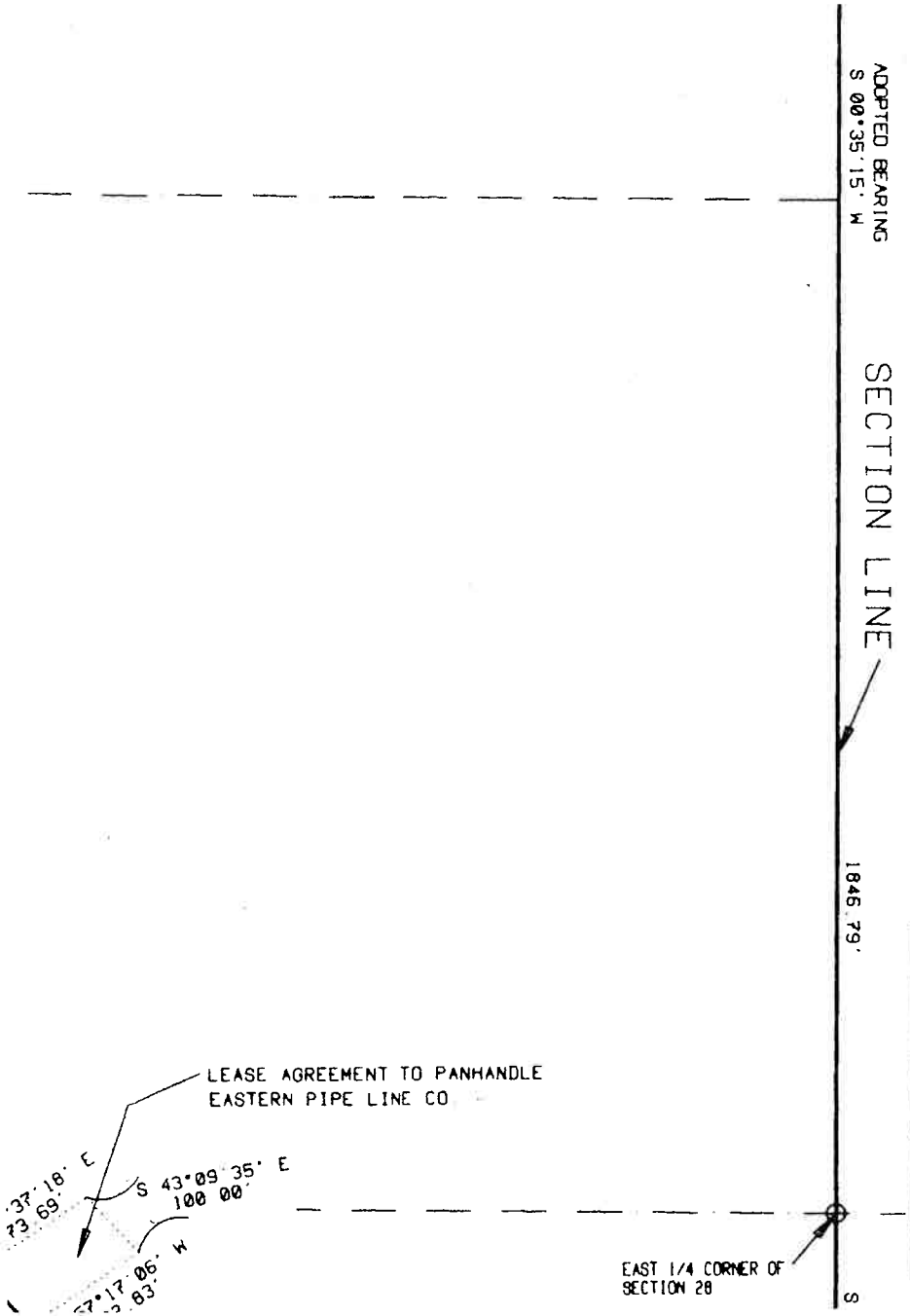
TOWNSHIP 50 NORTH , RANGE 6 WEST OF
MONTGOMERY COUNTY, MO.

LEGAL DESCRIPTION
OVERALL TRACT

A 236.071 ACRE TRACT OF LAND WITHIN
PART OF THE EAST HALF OF SECTION 28,
THE NORTHWEST 1/4 OF SECTION 27,
THE SOUTHWEST 1/4 OF SECTION 22,
THE SOUTHEAST 1/4 OF SECTION 21
TOWNSHIP 50 NORTH, RANGE 6 WEST
OF THE 5th P.M. AND BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS: BEGINNING AT
THE NORTHEAST CORNER OF SECTION 28
THENCE S 00°35'15"W 344.76 FT. TO A POINT;
THENCE S 67°10'16"E 559.46 FT. TO A POINT;
THENCE S 00°22'41"W 1100.4 FT. TO A POINT;
THENCE S 73°46'41"W 541.36 FT. TO A POINT;
THENCE S 00°35'15"W 1846.79 FT. TO A POINT;
THENCE S 00°48'22"W 793.00 FT. TO A POINT;
THENCE S 89°38'22"W 359.15 FT. TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT
HAVING A RADIUS OF 1105.99 FT.,
AN INCLUDE ANGLE OF 15°46'24",
AND A CHORD WHICH BEARS N 51°47'06"W 303.51 FT.,
AN ARC DISTANCE OF 304.47 FT. TO A POINT;
THENCE S 48°16'32"W 10.00 FT. TO A POINT;
THENCE N 43°51'47"W 2091.93 FT. TO A POINT;
THENCE ALONG A CURVE TO THE LEFT
HAVING A RADIUS OF 5759.60 FT.,
AN INCLUDE ANGLE OF 06°48'00",
AND A CHORD WHICH BEARS N 47°15'46"W 683.16 FT.,
AN ARC DISTANCE OF 683.56 FT. TO A POINT;
THENCE N 50°39'46"W 10.40 FT. TO A POINT;
THENCE ALONG A CURVE TO THE LEFT
HAVING A RADIUS OF 5759.60 FT.,
AN INCLUDE ANGLE OF 01°26'51",
AND A CHORD WHICH BEARS N 51°23'12"W 145.51 FT.,
AN ARC DISTANCE OF 145.51 FT. TO A POINT;
THENCE N 00°54'00"E 1209.24 FT. TO A POINT;
THENCE N 89°53'03"E 1348.85 FT. TO A POINT;
THENCE N 00°28'57"E 1301.02 FT. TO A POINT;
THENCE S 88°48'01"E 1313.77 FT. TO A POINT;
THENCE S 88°55'46"E 1327.00 FT. TO A POINT;
THENCE S 00°22'27"E 1293.30 FT. TO A POINT;
THENCE N 87°55'56"W 1311.66 FT. TO THE
POINT OF THE BEGINNING.
ALL AS SHOWN ON A PLAT BY D.K. SUR. & ENG..

CURVE	RADIUS	DELTA	CH. BEARING	CHORD	ARC
C1	1105.99	15°46'24"	N 51°47'06" W	303.51	304.47
C2	5759.60	06°48'00"	N 47°15'46" W	683.16	683.56
C3	5759.60	01°26'51"	N 51°23'12" W	145.51	145.51





THE OWNER OR OPERATOR OF THE PROPERTY DESCRIBED IN THIS PLAT IS OBLIGATED TO RESTRICT DISTURBANCE OF THE CLOSED LANDFILL UNIT DESCRIBED HEREIN IN ACCORDANCE WITH MISSOURI SOLID WASTE REGULATIONS 10CSR80.

LEGAL DESCRIPTION OF CLOSURE

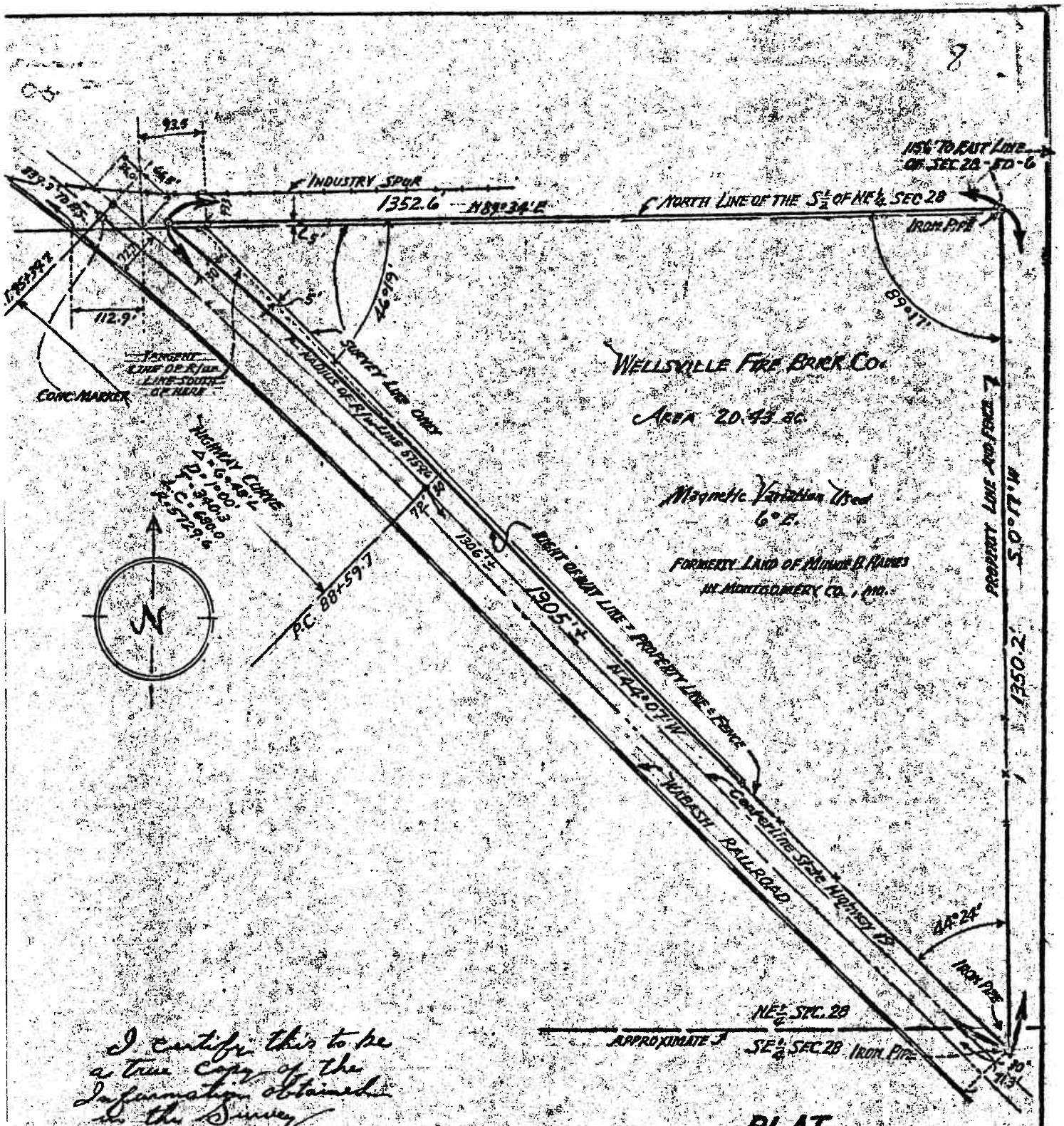
A 7.462 ACRE TRACT OF LAND WITHIN PART OF THE NORTHEAST 1/4 OF SECTION 28 & THE SOUTHEAST 1/4 OF SECTION 21 TOWNSHIP 50 NORTH, RANGE 6 WEST OF THE 5th P.M. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 28 THENCE S 28°46'56"W 383.53 FT. TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE S 44°04'29"E 39.15 FT. TO A POINT; THENCE S 09°44'37"E 38.80 FT. TO A POINT; THENCE S 04°12'58"W 82.03 FT. TO A POINT; THENCE N 84°25'18"W 136.40 FT. TO A POINT; THENCE N 71°04'53"W 117.98 FT. TO A POINT; THENCE S 84°34'15"W 242.78 FT. TO A POINT; THENCE S 28°41'27"W 350.02 FT. TO A POINT; THENCE N 88°56'24"W 301.34 FT. TO A POINT; THENCE N 03°01'17"W 193.60 FT. TO A POINT; THENCE S 85°47'09"E 176.77 FT. TO A POINT; THENCE N 20°14'21"E 17.23 FT. TO A POINT; THENCE N 05°58'33"W 570.31 FT. TO A POINT; THENCE S 63°13'05"E 107.00 FT. TO A POINT; THENCE S 67°28'09"E 273.96 FT. TO A POINT; THENCE S 68°01'25"E 506.13 FT. TO THE POINT OF THE BEGINNING. ALL AS SHOWN ON A PLAT BY D.K. SUR. & ENG.

CLOSURE COORDINATES

NO.	NORTHING	EASTING
2	10447.0472	9985.5259
3	10418.9196	10012.7592
4	10380.6779	10019.3260
5	10298.8663	10013.2948
6	10312.1251	9877.5392
7	10350.3770	9765.9339
8	10327.4068	9524.2470
9	10020.3578	9356.2060
10	10025.9327	9054.9205
11	10219.2625	9044.7164
12	10206.2731	9221.0068
13	10222.4377	9226.9667
14	10789.6462	9167.5933
15	10741.4313	9263.1170
16	10636.4535	9516.1702

THE WASTE WITHIN THE LIMITS DEFINED BY THE DEED RESTRICTION INCLUDE OFF-SPECIFICATION CLAYS AND CLAY PRODUCTS, WOODEN PALLETS, RUBBLE FROM PAST PLANT DEMOLITION PROJECTS, AND PAPER BAGS. IT IS POSSIBLE THAT LOW CONCENTRATIONS OF PHOSPHORIC ACID, PELLET PITCH, CHROMIUM OXIDE, AND PHENOLIC RESIN BOUND WITHIN THE CLAYS AND CLAY PRODUCTS. THE AVERAGE DEPTH OF WASTE WITHIN THE LIMITS DEFINED BY THE DEED RESTRICTION IS APPROXIMATELY SIX (6) TO (10) FEET.

THE FOUR (4) GROUNDWATER MONITORING WELLS INDICATED ON THIS DRAWING ARE TO BE MAINTAINED AND SAMPLED ANNUALLY FOR PARAMETERS AS OUTLINED IN THE EXISTING LANDFILL CLOSURE PLAN AND POST-CLOSURE PLAN, PREPARED FOR WELLSVILLE FIRE BRICK COMPANY BY MCLAREN/HART ENVIRONMENTAL ENGINEERING CORP. DATED OCTOBER 1992.



I certify this to be a true copy of the information obtained in the Survey

R. A. Shepherd

PLAT
OF
SURVEY

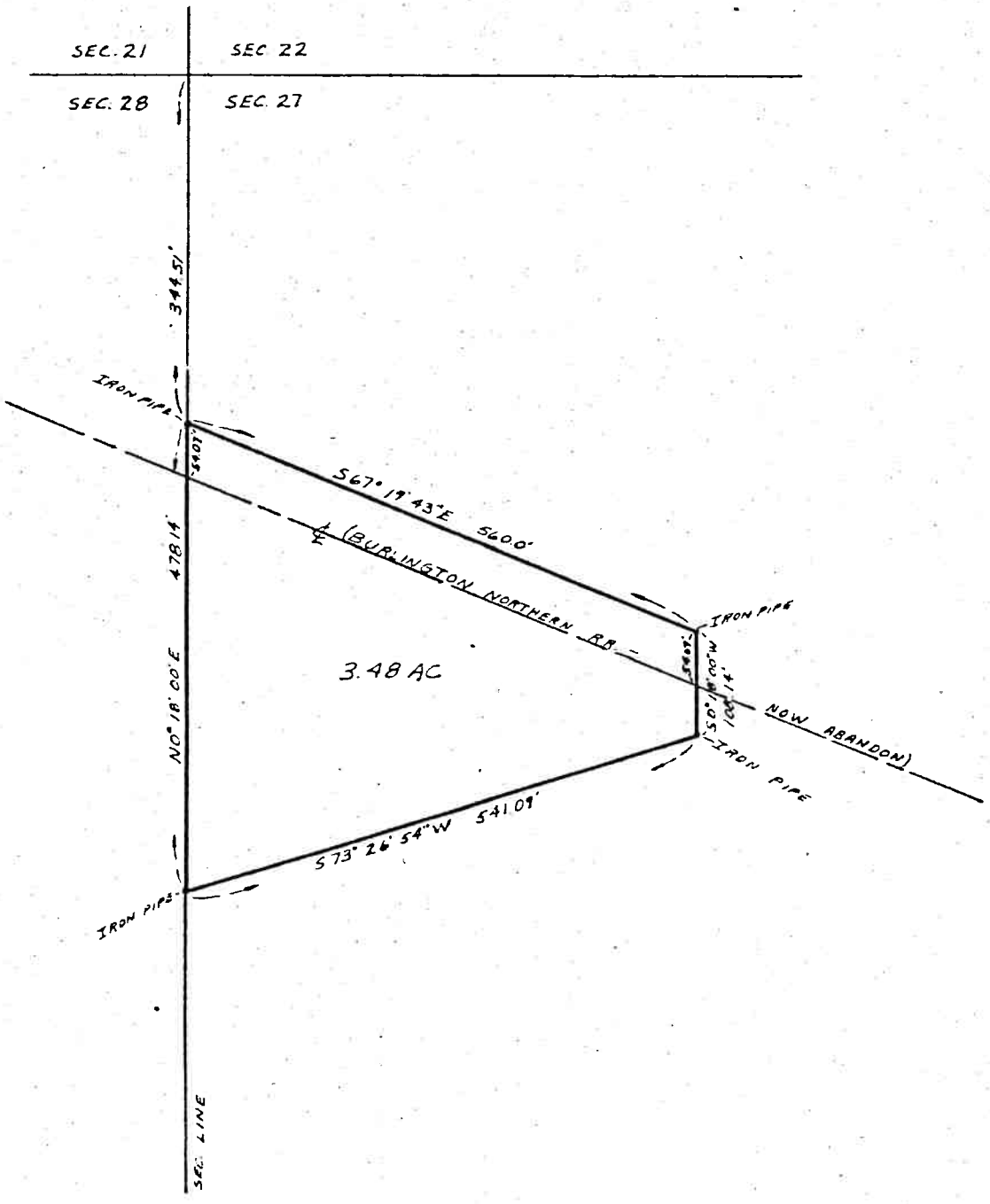
TO ASCERTAIN THE AREA IN ACRES OF THE TRACT OF LAND SHOWN LOCATED IN THE E½ OF SECTION 28-50-6

IRON PIPE WERE DRIVEN AS SHOWN ~ THIS DATE

SCALE 1" = 200 FT. AUG. 1ST 1957

45

PART OF THE NW¼ OF THE NW¼ OF SEC. 27, TWP. 50 N., RNG. 6 W., MONTGOMERY CO., MO.



This is to certify that at the request of WELLSVILLE FIREBRICK CO. I did during the month of APRIL, 1982, make a survey of a tract of land as described in the above title, and that the results of that survey are correctly shown hereon.

BY: Robert L. James
Registered Land Surveyor

MISSOURI No. LS-1171 ROBERT L. JAMES REGISTERED LAND SURVEYOR

ROBERT L. JAMES
Engineer - Surveyor
MONTGOMERY CITY, MO. 63361
TELEPHONE 314-564-2648

237-258

QUIT CLAIM DEED

THE GRANTOR, NEW FLORENCE FIRE BRICK COMPANY, a corporation created and existing under and by virtue of the laws of the State of Missouri and duly authorized to transact business in the State of Missouri, for the consideration of TEN DOLLARS, and other good and valuable consideration, in hand paid, and pursuant to authority given by the Board of Directors of said corporation CONVEYS and QUIT CLAIMS unto WELLSVILLE FIRE BRICK COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Missouri having its principal office in the City of Wellsville, County of Montgomery and State of Missouri all interest in the following described Real Estate situated in the County of Montgomery and State of Missouri, to wit:

> All the fire clay and flint rock in and upon the South-east quarter of the northwest quarter and the north-east quarter of the South-west quarter, all in Section twenty-seven (27), township forty-eight (48) north, range five (5) west, containing eighty acres, more or less.
>
> EXCEPTING, HOWEVER, such part thereof as has heretofore been conveyed by the Grantor herein to Carl Bethel and Mildred Bethel and such part thereof as has heretofore been conveyed to the State of Missouri, the Highway Department of the State of Missouri or other governmental body or which has been taken by condemnation decree;
>
> FURTHER GRANTING to the Grantee herein all easements on said lands hereto granted to the Grantors herein and all easements or other rights reserved by Grantors in any of the aforesaid conveyances or condemnation decrees.

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 11th day of December 1972.

NEW FLORENCE FIRE BRICK COMPANY

By _____
President

Attest: _____
Secretary

NEW FLORENCE FIRE BRICK COMPANY CORPORATE SEAL STATE OF MISSOURI

CERTIFICATE OF RESOLUTION
OF
BOARD OF DIRECTORS
OF
NEW FLORENCE FIRE BRICK COMPANY

I, the undersigned, do hereby certify that the following is a complete, true and correct copy of certain resolutions of the Board of Directors of New Florence Fire Brick Company, a corporation duly organized and existing under the laws of the State of Missouri, which resolutions were duly adopted at a duly called meeting of said Board held on December 8, 1972, a quorum being present, and are set forth in the minutes of said meeting; and that the said resolutions have not been rescinded or nullified:

"RESOLVED that New Florence Fire Brick Company execute and deliver its Quit Claim Deed or Deeds conveying to Wellsville Fire Brick Company, a Missouri corporation, conveying to said grantee all its interests in real estate situated in the County of Montgomery and State of Missouri, including fire clay and flint rock rights, easements of every kind and character, and all its other rights in real estate, and including, without limitation, the following parcels:

* * * * * * *

PARCEL 12

All the fire clay and flint rock in and upon the South-east quarter of the northwest quarter and the north-east quarter of the South-west quarter, all in Section twenty-seven (27), township forty-eight (48) north, range five (5) west, containing eighty acres, more or less.

EXCEPTING, HOWEVER, such part thereof as has heretofore been conveyed by the Grantor herein to Carl Bethel and Mildred Bethel and such part thereof as has heretofore been conveyed to the State of Missouri, the Highway Department of the State of Missouri or other governmental body or which has been taken by condemnation decree;

FURTHER GRANTING to the Grantee herein all easements on said lands hereto granted to the Grantors herein and all easements or other rights reserved by Grantors in any of the aforesaid conveyances or condemnation decrees.

RESOLVED FURTHER that the President be and he is hereby authorized to execute, and the Secretary to attest, such Deeds for and on behalf of said New Florence Fire Brick Company."

I further certify that the duly elected, qualified and acting officers of said corporation designated in said resolution are as follows:

President	-	W. G. Young
Secretary	-	O. M. Young

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of December, 1972.

O. M. Young
Secretary

State of Illinois, County of Cook ss., I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that W. G. Young personally known to me to be the President of the NEW FLORENCE FIRE BRICK COMPANY, a corporation, and O. M. Young, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of December, 1972.

Commission expires 9-2-1975 ~~1972~~.

Notary Public

HARVEY R. PEDERSEN NOTARY PUBLIC COOK COUNTY, ILL.

FILED FOR RECORD
IN MY OFFICE AT
9 o'clock 21 min. A.m.
DEC 28 1972
CALVIN G. WINTER
Cir. Clk. & Ex-Officio Recordor
Montgomery County, Mo.

Mail to: Mr. Virgil Livingston
912 Country Lane
Mt. Prospect, Ill. 60056

-2-

Kolash

Filed for record this 29th day of December 1972
at 9 o'clock and 21 minutes A.M.
Calvin G. Winter
By [illegible] Page

211-259

GENERAL WARRANTY DEED

THIS INDENTURE, Made on the Fifteenth day of November A. D. One Thousand Nine Hundred and Sixty-six by and between Olin C. Barton and Mildred Barton, husband and wife

of the County of Montgomery and State of Missouri, parties of the First Part, and Wellsville Fire Brick Company (a Missouri Corporation)

Wellsville

of the County of Montgomery in the State of Missouri, party of the Second Part.

WITNESSETH, That the said parties of the First Part, in consideration of the sum of Six thousand and 00/100---------- DOLLARS, to them paid by the said party of the Second part, the receipt of which is hereby acknowledged, do by these presents, GRANT, BARGAIN and SELL, CONVEY and CONFIRM, unto the said party of the Second Part its heirs and assigns, the following described Lots, Tracts or Parcels of land, lying, being and situate in the County of Montgomery and State of Missouri to wit: All 24,000 tons of merchantable soft flint clay and hard flint clay being part of the southwest quarter of the southwest quarter of section three and the west half of the northwest quarter of the northwest quarter of section ten all in township fifty range four west.

(Final payment of the purchase price hereunder to be made in accordance with an "agreement to prospect for and purchase clay" entered into between said parties in September of 1965.)

TO HAVE AND TO HOLD the premises, aforesaid with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining, unto the said party of the Second Part and unto its heirs and assigns FOREVER; the said first parties hereby covenanting that they are lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any incumbrance done or suffered by them or those under whom they claim; and that they will WARRANT AND DEFEND the title to the said premises unto the said party of the Second Part, and unto its heirs, and assigns FOREVER, against the lawful claims and demands of all persons whomsoever, except as to taxes for the year 19 and thereafter.

IN WITNESS WHEREOF, the said parties of the First Part have hereunto set their hand and seal, the day and year first above written.

Signed, Sealed and Delivered in the Presence of us:

Olin C. Barton SEAL

Mildred Barton SEAL

SEAL

SEAL

STATE OF MISSOURI } ss.
County of Montgomery }

On this 15th day of November, 19 66 before me personally appeared Olin C. Barton and Mildred Barton his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Middletown, Mo the day and year first above written.

My term expires Jan 20, 19 69

H. Sam Bishop Notary Public

Filed for record this 16th day of Nov. A.D. 19 66
at 4 o'clock and 50 minutes P.M.
By Wanda J. Peterson Deputy William Worden Recorder.

BOOK 265 PAGE 570

FILED FOR RECORD
3 o'clock 40 min. P. m.
JUL 06 1981
CALVIN G. WINTER
Cir. Clk. & Ex-Officio Recorder
Montgomery County, Mo.

QUITCLAIM DEED

THIS INDENTURE, Made on the 24th day of June, A.D. One Thousand Nine Hundred and Eighty-One, by and between BURLINGTON NORTHERN RAILROAD COMPANY, (formerly Burlington Northern Inc.), a Delaware corporation, Grantor, and WELLSVILLE FIRE BRICK COMPANY, a Missouri corporation of West Highway 19, Wellsville, Missouri 63384, Grantee:

WITNESSETH, That the said Grantor, in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration to it paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents, Remise, Release and forever Quitclaim, without any covenants of warranty whatsoever, the following described lots, tracts, or parcels of land, to-wit:

PARCEL 1

All the right of way of Burlington Northern Railroad Company located in the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section 21, Township 50 North, Range 6 West of the Fifth Principal Meridian, specifically being a triangular shaped parcel of land lying Southwesterly of a line located 50 feet Northeasterly at right angles and parallel with the centerline of the former mainline railroad track of Burlington Northern Railroad Company's Old Monroe to Mexico, Missouri Branch Line that crossed the said Quarter-Quarter Section in a Northwesterly and Southeasterly direction.

PARCEL 2

That part of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 28, Township 50 North, Range 6 West of the Fifth Principal Meridian, specifically being a triangular shaped parcel of land described as follows:

Beginning at the Northeast corner of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 28; thence Westerly along the North line of said Quarter-Quarter Section 138.0 feet; thence South 396.6 feet to a point 50 feet Southwesterly at right angles from the centerline of former mainline track of Burlington Northern Railroad Company's Old Monroe to Mexico, Missouri Branch Line; thence North 68° 12' West, along a line parallel with said centerline of the former mainline railroad track to the said North line of Quarter-Quarter Section; thence Easterly 947.7 feet to the point of beginning.

PARCEL 3

A strip of land of 100 feet of even width, being 50 feet on each side of the centerline of the former mainline railroad track of Burlington Northern Railroad Company's Old Monroe to Mexico, Missouri Branch Line in said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 28, Township 50 North,

571

Range 6 West of the Fifth Principal Meridian.

The said former mainline railroad track being located in a Northwesterly and Southeasterly direction across said Quarter-Quarter Section and its centerline is described as follows;

Beginning at the Northeast corner of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 28; thence Southerly along the East line of said Quarter-Quarter Section 400.7 feet to the point of beginning of said track centerline; thence Northwesterly 148.9 feet to a point 342.6 feet South and 138.0 feet West of the said Northeast corner of the Quarter-Quarter Section and there to end.

It being the intention to convey a strip of land of 100 feet of even width between the East line of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 28 and the East line of Parcel 2 herein conveyed.

PARCEL 4

That part of the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 27, Township 50 North, Range 6 West of the Fifth Principal Meridian, described as follows:

Beginning at a point of intersection of the Southerly line of Burlington Northern Railroad Company's 100-foot wide right of way of its former Old Monroe to Mexico, Missouri Branch Line and the Westerly line of said Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 27; thence Southeasterly along the said Southerly right of way line 560 feet; thence Southwesterly to a point in said Westerly line of Quarter-Quarter Section 370 feet Southerly from the point of beginning as measured along said Westerly line; thence Northerly 370 feet to the point of beginning.

PARCEL 5

A strip of land 100 feet of even width being 50 feet on each side of the centerline of the former mainline railroad track of Burlington Northern Railroad Company's Old Monroe to Mexico, Missouri Branch Line in said Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 27, Township 50 North, Range 6 West of the Fifth Principal Meridian that lies Westerly of a line located 560 feet Easterly as measured along the Southerly line of said 100 foot wide strip of land and parallel with the West line of said Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 27.

The said former mainline railroad track being located in a Northwesterly and Southeasterly direction across said Quarter-Quarter Section and its centerline is described as follows;

Beginning at a point in the East line of said Quarter-Quarter Section 1237.4 feet Northerly of its Southeast corner as measured along said East line; thence Northwesterly 2857.8 feet to a point in the West line of said Quarter-Quarter Section which is 400.7 feet Southerly of its Northwest corner as measured along its West line and there to end.

All of the herein described parcels being situated in Montgomery County, State of Missouri.

TOGETHER WITH and including Grantor's railroad tracks number 1 and 2 and appurtenances located across the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 28, Township 50 North, Range 6 West of the Fifth Principal Meridian, Montgomery County, State of Missouri and located across Parcel 4 herein conveyed.

GRANTOR DOES HEREBY further transfer, assign and set over unto Grantee, its successors and assigns forever, all its rights in and to parcels of land granted in Easement Instrument dated September 30, 1927 from Mathias F. Haines and Minnie B. Haines, his wife, to Chicago, Burlington & Quincy Railroad Company, recorded in the Office of the Recorder of Deeds for Montgomery County, Misssouri on October 20, 1927 in Book 126 at Page 180 for the purpose of constructing, maintaining, renewing and operating railroad tracks thereon.

EXCEPTING AND RESERVING, however, unto said Grantor, its successors and assigns, all of the coal, oil, gas, casinghead gas and all ores and minerals of every kind and nature underlying the surface of all the parcels herein conveyed, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of said parcels herein conveyed.

Also, EXCEPTING AND RESERVING, however, unto Grantor, its successors and assigns, its contractors and designees, an easement with the right of ingress and egress upon and across all the parcels herein conveyed for a period of one year from the date herein for the purpose of removing trackage, ties and appurtenances thereto on the land described in said Parcels 1, 2, 3, and 5.

Also, EXCEPTING AND RESERVING, however, unto Grantor, its successors and assigns, its contractors and designees, an easement with the right of ingress and egress upon and across all the parcels herein conveyed for a period of one year from the date herein to gain entry to Grantor's former Old Monroe to Mexico, Missouri Branch Line right of way adjoining the West side of Parcel 1 and the East side of Parcel 5 herein conveyed for removal operations of Grantor's trackage, ties, and appurtenances.

The Grantee and for its successors and assigns, by acceptance of this deed hereby releases and forever discharges the Grantor from any and all present or future obligations of the Grantor, for the construction of or continued maintenance thereto of any railroad fences, snow fences, road crossings, cattle guards, gates, farm crossings, bridges, drainage or irrigation pipes, if any, located and situate on all the parcels herein conveyed.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee, and its successors and assigns FOREVER; so that neither the said Grantor, nor its successors or assigns,

nor any other person or persons for or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, Burlington Northern Railroad Company has caused its corporate name to be hereunto signed by its Vice President, and its corporate seal to be hereto affixed the date and year first above written.

BURLINGTON NORTHERN RAILROAD COMPANY

BY J. C. Kenady
Vice President

ATTEST:

BY R. J. Morin
Assistant Secretary

ACCEPTED:

WELLSVILLE FIRE BRICK COMPANY

BY George H. Taylor
Title: Executive Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

On this 24th day of June, A.D. 1981, before me, a Notary Public, in and for the State of Minnesota, appeared J. C. Kenady to me personally known, who, being by me duly sworn, did say that he is the Vice President of Burlington Northern Railroad Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of

574

Directors, and said J. C. Kenady acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Ramsey County, Minnesota, the day and year first above written.

Notary Public

J. W. THAYER
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires Nov. 17, 1985

THIS INDENTURE, Made and entered into this 30th day of September A.D. 1927 by and between MATHIAS F. HAINES and MINNIE B. HAINES, his wife, of Wellsville, Montgomery Coumty, Missouri. parties of the first part, and the CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, a corporation created and existing under the laws of the State of Illinois, party of the Second part:

WITNESSETH: That said parties of the first part in consideration of the sum of One Thousand and No/100 ($1.000.00) Dollars to them paid in hand, thd receipt of which is hereby acknowledged, have given, granted and conveyed, and by these presents do give, grant and convey unto the said party of the second part, its successors and assigns, a perpetual easment in, upon and over that part of the East One Hundred Thirty-eight (138) Feet of the Northeast Quarter of the Northeast Quarter (NE¼-NE¼) of Section Twenty-eight (28), Township Fifty (50) North Range Six (6) west of the Fifth (5th) Principal Meridian, Montgomery County, Missouri, lying south of the present right of way of the party of the second part, for the purpose of constructing, maintaining, renewing and operating railroad tracks thereon and thereover, together with the right for such purpose to enter upon, take, use, ocupy and enjoy one or more strips of land Seventeen (17) Feet in width, being Eight and Five Tenths (8.5) Feet in width on eitherside of the centerline of each track, to be constructed across the premises hereinabove described.

126-180

TO HAVE AND TO HOLD the said easement, right, licence and privilege unto said party of the second part, its successors and assigns, forever, subject however, to this condition, that, if at any time after the construction of said tracks, said party of the second part, its successoraor assigns, shall permanently abandon the use of said tracks, then said easement, right licenss and privilege shall cease and terminate.

As a part of the consideration for the easement herein granted, said party of the second part agrees to construct and maintain a fence across said One Hundred Thirty-eight (138) foot strip of land on the southerly side of the right of way used by the most southerly tracks, with a farm gate through the same for the use and benefit of the parties of the first part. and said party of the second part shall also provide cattle guards on both sides of said One Hundred Thirty-eight (138) foot strip of land for each tract constructed across the same.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

Mathias F. Haines

Minnie B. Haines

APPROVED
As to form
Thos. Lawless
General Attorney

STATE OF MISSOURI,)
County of Montgomery) ss On this 30th day of September, A.D. 1927, before me personally appeared Mathias F. Haines and Minnie B. Haines, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF i have hereunto set my hand and affixed my official seal, at my office in Montgomery County, Missouri, the day and year first above written.

(SEAL)

John J. Collum
Notary Public in and for Montgomery County, Missouri.

My term of office as a Notary Public will expire July 20, A.D. 1929.

Filed for record this 20th day of October 1927 at 9 o'clock A.M.

E. T. Mabry
Recorder.

124-553

This Indenture, Made on the 30th day of September, A. D. One Thousand Nine Hundred and Twenty Seven, by and between Emma Lehmen a widow of Wellsville Montgomery County Missouri Edith L. Moulton and Co Robert Moulton her husband of Chicago Cook County Illinois and Ralph G. Lehmen and Hallie M Lehmen his wife of Wellsville ~~of~~ in The County of Montgomery and State of Missouri parties of the first part, and The Chicago Burlington & Quincy Railroad Company a Corporation created and existing under and by Virtue of the laws of the State of Illinois.

~~of the County of~~ ~~in the State of~~, party of the second part.

WITNESSETH: That the said parties of the first part, in consideration of the sum of Three Hundred and no/100 ($300.00) DOLLARS to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN and SELL, CONVEY AND CONFIRM, unto the said party of the second part, its successors ~~heirs~~ and assigns, the following described ~~lots, tracts or parcels of~~ land, ~~lying, being and~~ situate in the County of Montgomery and State of Missouri, to wit:

All that part of the Northwest quarter of the Northwest quarter (NW¼ of NW¼) of Section Twenty Seven (27) Township Fifty (50) north Range Six (6) East of the Fifth (5th) Principal Meridian described as follows:

Beginning at a point where the Southerly right of way line of the right of way of the Chicago, Burlington & Quincy Railroad Company will intersect the Westerly line of said quarter quarter Section; thence easterly along said Southerly right of way line, a distance of Five Hundred Sixty (560) Feet; Thence in a Southwesterly direction along a straight line to a point in the Westerly line of said quarter quarter Section Three Hundred Seventy (370) feet Southerly of point of beginning, measured along the Westerly line of said quarter quarter Section; Thence Northerly along the Westerly line of said quarter quarter Section a distance Three Hundred Seventy (370) Feet to a point of beginning.

containing one and Nine Tenths (1.9) Acres, more or less.

This ~~conveyance is subject to all existing~~ streets and alleys, public roads and highways,

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part, and unto its successors ~~heirs~~ and assigns, forever, the said Grantors hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them or those under whom they claim, and that they will Warrant and Defend the title to the said premises unto the said party of the second part, and unto its successors ~~heirs~~ and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands ~~and seal~~, the day and year first above written.

Signed, Sealed and Delivered in Presence of us:

Emma Lehmen (SEAL)
Edith L. Moulton & Robert Moulton (SEAL)
Ralph G. Lehmen (SEAL)
Hallie M Lehmen (SEAL)

STATE OF ~~Illinois~~ MISSOURI, County of ~~Montgomery~~ Cook } ss. On this 4th day of October, 1927, before me personally appeared Emma Lehmen, Edith Moulton & Robert Moulton her husband and ~~his wife~~, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

[SEAL]

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in Chicago County of Cook the day and year first above written.

Arthur M. Whitmore Notary Public.

My term expires Mar 17, 1930 in and for Cook County Illinois

STATE OF MISSOURI, County of Montgomery. } ss. On this 7th day of Oct, 1927, before me personally appeared Ralph G Lehmen and his Wife Hallie M Lehmen to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. ~~And the said further declare to be single and unmarried.~~

[SEAL]

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in Montgomery County the day and year first above written.

Bessie Diggs Notary Public.

My term expires Nov 12th, 1930 in and for Montg. County Mo.

The foregoing Deed was filed for record in this office on the 8th day of October A. D. 1927 at 8 o'clock — minutes 2 M.

By Deputy. H. T. Mabry Recorder.

This Indenture, Made on the 1st day of August A. D. One Thousand Nine hundred and three

y and between Samuel Kneipfel and Caroline Kneipfel his wife

the County of Montgomery and State of Missouri, part ies of the First Part, and

the County of Montgomery, and State of Missouri, part y of the Second Part:

WITNESSETH, That the said part ies of the First Part, in consideration of the sum of

One 100 DOLLARS,

them paid by the said part y of the Second Part, the receipt of which is hereby acknowledged, do by these presents, Remise, Release and forever Quit-Claim unto the said part y of the Second Part, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of Montgomery and State of Missouri, to wit:

All of the North West quarter of Section Number Twenty seven (27) Township Number Fifty (50) of Range Six (6) West of the 5th Principal Meridian. Containing One Hundred and Sixty acres more or less

59-247

[This Deed of Quit-Claim being made in Correction for, a certain Deed of Warranty dated the 14th day of September 1892, recorded in the Recorder's office within and for the County of Montgomery aforesaid, in Deed Book 11 at page 430 Said Deed Conveyed too much land

TO HAVE AND TO HOLD the same, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said part y of the Second Part, and his heirs and assigns, FOREVER, so that neither the said part ies of the First Part nor their heirs, nor any other person or persons for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said part ies of the First Part have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered in presence of

Samuel Kneipfel (Seal)

Caroline Kneipfel (Seal)

(Seal)

(Seal)

STATE OF MISSOURI,
County of Montgomery } ss.

On this 1st day of August 1903, before me personally appeared Samuel Kneipfel and Caroline Kneipfel his wife

me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Wellsville Mo the day and year first above written.

My term of office as Notary Public Expires February 14th 1907 (Seal)

W. L. Mabry
Notary Public Montgomery County Missouri

STATE OF MISSOURI,
County of } ss.

On this day of , 1 before me personally appeared

them paid by the said part y of the Second Part, the receipt of which is hereby acknowledged, do by these presents, Remise, Release and forever Quit-Claim unto
part y of the Second Part, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of Montgomery
te of Missouri, to wit:

All of the North West quarter of Section number Twenty seven (27) Township Number Fifty (50) of Range Six West of the 5th Principal Meridian. Containing One Hundred and Sixty acres more or less

This Deed of Quit-Claim being made in ~~further and full satisfaction~~ Correction for, a certain Deed of Warranty dated the 14th day of September 1882, recorded in the Recorder's office within and for the County of Montgomery aforesaid, in Deed Book 11 at page 430 Said Deed Conveyed too much land by mistake

TO HAVE AND TO HOLD the same, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said part y of the Second Part, and to its and assigns, FOREVER, so that neither the said part ies of the First Part nor their heirs, nor any other person or persons for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded forever barred.

IN WITNESS WHEREOF, the said part ies of the First Part have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered in presence of [redacted]

Samuel Kniepfel (Seal)
Caroline Kniepfel (Seal)
(Seal)
(Seal)

STATE OF MISSOURI,
County of Montgomery } ss.

On this 1st day of August 1903, before me personally appeared Samuel Kniepfel and Caroline Kniepfel his wife known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Wellsville Mo the day and year first above written.

My term of office as Notary Public Expires February 14th 1907

(Seal)

W. L. Mabry
Notary Public Montgomery County Missouri

STATE OF MISSOURI,
County of ..... } ss.

On this ..... day of ....., 1 ..... before me personally appeared .....

to be known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed. And the said further declare to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the day and year first above written.

My term expires.....

The foregoing Deed was filed for Record this 15 day of August A. D. 1903, at 3 o'clock 30 minutes P M.

..... Deputy.

Leslie D. Ellis Recorder.

Company its successors or assigns.

It is further agreed and understood that said pipe line shall not be laid more than 20 ft. North of the North line of the C.B.Q. R.R. R. of W.

In Witness Whereof, 29 have hereunto set we hands and seals this 29th day of July 1913.

Signed, sealed and delivered in the presence of
Wm. Harrison.

M. F. Haines. (L.S.)

Minnie B. Haines (L.S.)

(L.S.)

(L.S.)

State of Missouri,)
:SS.
County of Montgomery,) On this 29th day of July 1913, before me personally appeared M. F. Haines and Minnie B. Haines his wife, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand affixed my official seal at my office in Wellsville, Mo. the day and year first above written.

W. L. Mabry, Notary Public.

(SEAL)
My Term expires Dec. 14th. 1916.

Filed for Record this 24th day of January A.D. 1914 at 9 o'clock A. M.

D P Grennan Recorder.

89-515

290

Conveyance assignment and bill of sale recorded October 12, 1994 BK 350 Pg 658 Patricia Bergka - Recorder by Cindy King - Deputy

Right of Way.

For and in Consideration of the sum of Forty-Five & no/100 /100 Dollars, to the undersigned owners paid, the receipt of which is hereby acknowledged, the undersigned hereby grant to The Prairie Oil & Gas Company, its successors or assigns, the right of way to lay, maintain, operate and remove a pipe line for the transportation of oil or gas ~~and to erect, maintain operate and remove a telegraph or telephone line, if the same shall be found necessary,~~ together with the right of ingress and egress, on, over and through the following described lands situate in Montgomery County and State of Missouri, to-wit:

A strip of land lying not more than ten feet North of the North line of the Chicago Burlington & Quincy Railroad Co's. right of way fence in North West Quarter of Section Twenty Seven (27) Township Fifty (50) North of Range Six (6) West.

The said undersigned owners, their heirs or assigns, to fully use and enjoy the said premises, except as the same may be necessary for the purposes herein granted to the said The Prairie Oil & Gas Company, its successors or assigns.

The said The Prairie Oil & Gas Company, its successors or assigns, hereby agrees to pay any damages which may arise from the laying, maintaining, operating or removing said pipe line, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof, to be appointed by the owners of said lands, their heirs or assigns, one by The Prairie Oil & Gas Company, its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

This Deed of Trust released by Quit-Claim Deed recorded in Book ____ at Page ____ this ____ day of ____ 191__
Attest ____ Recorder.

The debt mentioned in the within Deed of Trust having been fully paid and discharged, I hereby acknowledge satisfaction in full, and release the property herein conveyed from the lien and encumbrance thereon, this ____ day of ____ 191__
Attest ____ Recorder of Deeds. By ____ Deputy.
{Assignee. Beneficiary.

It is further understood and agreed, that the said The Prairie Oil & Gas Company its successors or assigns, may at any time lay an additional line or lines of pipe alongside of the first line, as herein provided, upon the payment of a like consideration for each additional line when laid, and subject to the same rights and conditions. Said Company, its successors and assigns to have the right to change the size of its pipes, the damage, if any, in making such change to be paid by the said The Prairie Oil & Gas Company, its successors or assigns.

It is agreed and understood that said Pipe so laid shall be placed in the ground and covered deep enough that it will not interfere in any way with cultivating said land at any time; and it is further agreed that said Pipe line shall be placed underground below any private road or culverts on above described land. If said Pipe line shall interfere in any manner with Coal Shaft it shall be moved upon proper notice, or within Thirty days of Notice in Writing.

In Witness Whereof, we have hereunto set our hands and seals this 23rd day of July 1913.

Signed, sealed and delivered in the presence of Wm. Harrison. (L.S.)

Daniel Lehnen. (L.S.)

Emma Lehnen. L.S.)

(L.S.)

State of Missouri,)
:SS.
County of Montgomery,) On this 23rd day or July 1913, before me personally appeared David Lehnen and Emma Lehnen his wife, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand affixed my official seal at my office in Wellsville, Missouri, the day and year first above written.

(SEAL) Thomas K. Shelby, Notary Public.

My term expires October 19th 1914 191

Filed for Record this 24th day of January A. D. 1914 at 9 o'clock A. M.

D. P. Grennan Recorder.

291
Right of Way.

Conveyance, assignment and bill of sale
Recorded October 13, 1994 Bk 356 Pg 658
Patricia Buffa - Recorder
by Cindy King - Deputy

For and in consideration of the sum of Twenty Two & no/100 Dollars, to the undersigned owners paid, the receipt of which is hereby acknowledged, the undersigned hereby grant to The Prairie Oil & Gas Company, its successors or assigns, the right of way to lay maintain, operate and remove a pipe line for the transportation of oil or gas ~~and to erect maintain operate and remove a telegraph or telephone line, if the same shall be found necessary,~~ together with the right of ingress and egress, on, over and through the following described lands situate in Montgomery County and State of Missouri, to-wit:

Across my land in W. 1/2 of N.E. 1/4 Sec. 27 T. 50 R. 6

The said undersigned owners, their heirs or assigns to fully use and enjoy the

This Deed of Trust released by Quit-Claim Deed recorded in Book ..... at Page ..... this ..... Recorder.
day of ..... 191....
Attest .....

The debt mentioned in the within Deed of Trust having been fully paid and discharged, I hereby acknowledge satisfaction in full, and release the property herein conveyed from the lien and encumbrance thereon, this ..... of ..... 191....
{Assignee. / Beneficiary.
.....Recorder of Deeds. By ..... Deputy.

BOOK 281 PAGE 674

No. 798 Rev. PRINTED AND FOR SALE BY STANDARD PRINTING CO., HANNIBAL, MO.

FILED FOR RECORD
IN MY OFFICE AT
2 o'clock 12 min. P.M.
MAY 24 1985
CALVIN G. WINTER
Cir. Clk. & Ex-Officio Recorder
Montgomery County, Mo.

281-674

QUIT-CLAIM DEED

THIS INDENTURE, Made on the 29th day of March
A. D. One Thousand Nine Hundred Eighty Five by and between

Oriet Margaret Young, a single person

William George Young and Oriet Margaret Young were husband and wife on October 10, 1961, when they acquired title to the above described premises by warranty deed recorded in the Montgomery County, Missouri, Recorder's Office, and remained continuously married to each other thereafter until the death of William George Young on the 6th day of January, 1984.

of the County of and State of Michigan , party
of the First Part, and Wellsville Fire Brick Company, a corporation

of the County of Montgomery , in the State of Missouri , party
of the Second Part (mailing address of said first named grantee is Wellsville, Missouri 63384
).

WITNESSETH, That the said parties of the First Part, in consideration of the sum of
--------TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS----------
to them paid by the said party of the Second Part, the receipt of which is hereby acknowledged, do es by these presents, Remise, Release and forever Quit-Claim unto the said party of the Second Part, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of Montgomery and State of Missouri----------, to-wit:

A part of the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 28, Township 50 North, Range 6 West, Montgomery County, Missouri, more particularly described as follows: Commence at the Northeast corner of the said Northeast Quarter of the Southeast Quarter of Section 28, which corner is also the Northwest corner of Liberty Addition to the City of Wellsville, Missouri; thence North on the East line of said Section 28 470 feet to the point of beginning; thence South 45° West 1195 feet more or less to the Northeasterly right of way line of Missouri State Highway Route 19 (now); thence South 44° 07' East on the Northeasterly right of way line of said State Highway 19 330 feet; thence Northeasterly at right angles to the last named course 10 feet; thence on the arc of a curve to the left (curve radius is 1106.3 feet) run on the right of way line Southeasterly 311 feet; thence North 89° 14' East on the North line of the Missouri Light & Power Company's substation grounds 358 feet, more or less, to the East line of Section 28; thence North on the East line of Section 28 1263 feet to the point of beginning.

Subject to leases, easements, or rights of utility companies and the City of Montgomery, Missouri, as of record. The above described tract is known as outlets 52, 53, and part of 54 in the City of Wellsville, Missouri, and contains 14.6 acres, more or less, according to certified survey dated June 29, 1961, and made a part of the Surveyor's Record at the Court House in Montgomery City, Missouri.

Wellsville Fire Brick

~~* (This Deed of Quit Claim being made in release of and satisfaction for, a certain Deed dated the day of , 1 recorded in the Recorder's office, within and for the County of aforesaid in Deed Book , at page)~~

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the Second Part, and its/~~his~~ successors ~~heirs~~ and assigns, FOREVER, so that neither the said parties of the First Part, nor their heirs, nor any other person or persons for them or in their names or behalf shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said parties of the First Part have hereunto set their hands the day and year first above written.

Oriet M Young
Oriet Margaret Young

Signed and Delivered in Presence of us.

Ralph Yeldell Jr

C. L. C. Hayes

* (Erase this clause in case this Deed is not made in release of some other instrument.)

STATE OF ~~MISSOURI~~ Michigan }
COUNTY OF Iron } ss.

On this 29th day of March, 1985 before me personally appeared Oriet Margaret Young, who declared herself to be a single person,

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State---------- the day and year first above written.

My term expires March 8, 1989

Cathi Marie Lutsen Notary Public

Need an Docent
A Notary Told us
Stamp They
Recorders

STATE OF MISSOURI, }
COUNTY OF } ss.

On this day of , 19 before me personally appeared

#52.00 Panhandle

BOOK 362 PAGE 226

LEASE

THIS LEASE entered into this 2nd day of August 19 95, between Wellsville Fire Brick Company at (City) Wellsville, (State) Missouri hereinafter called "Lessor", and PANHANDLE EASTERN PIPE LINE COMPANY, having an office at 5400 Westheimer Ct., Houston, Texas 77056, a corporation organized and existing under the laws of the State of Delaware, hereinafter called "Lessee".

WITNESSETH

That Lessor does hereby lease to Lessee, its successors and assigns, for the term of 25 years commencing on the 2nd day of August, 19 95, for the purpose hereinafter mentioned, a tract of land in Montgomery County, State of Missouri, described as follows:

A tract of land located in the East Half of Section 28, Township 50 North, Range 6 West, more particularly described as follows: Beginning at a point 1059 feet West and 22 feet South of the Northeast corner of the Southeast Quarter of said Section 28; thence North 61 degrees 20 feet East a distance of 65 feet; thence South 44 degrees 00 feet East a distance of 98 feet; thence South 61 degrees 20 feet West a distance of 140 feet; thence North 44 degrees 20 feet West a distance of 98 feet; thence North 61 degrees 20 feet East a distance of 75 feet; to the point of beginning and containing 0.30 acres more or less; ALSO a strip of land to be used as a road of ingress and egress; being 20 feet wide and 140 feet long adjoining the Southeasterly side of previously described site. Lessee agrees not to place any above ground facilities or fencing within 30 feet of the right-of-way of State Highway No. 19, as now located.

Lessee shall have the right to construct, maintain, repair, replace thereon, and remove therefrom such meters, regulators, pipes, appliances and structures to house the same as its operations from time to time may require, together with the full right of ingress and egress to and from said premises, together with the right to authorize and permit any Company receiving service from Lessee through Lessee's aforesaid facilities, to construct, maintain, repair, replace thereon and remove therefrom such facilities of such Company as such Company may deem necessary or desirable in connection with the rendition of service by Lessee to such Company.

In consideration of the rights hereby granted, Lessee agrees to pay as rent the sum of one hundred Dollars ($ 100.00) at the execution hereof, receipt whereof is hereby acknowledged by the Lessor and the sum of one hundred Dollars ($ 100.00) annually in advance thereafter during the term of this lease, beginning one year from the commencement of said term.

Payment of all moneys becoming due hereunder may be paid to Wellsville Fire Brick Co. at P. O. Box 71, Wellsville, Missouri 63384.

No change in ownership shall be binding on the Lessee until after actual notice to Lessee and it has been furnished with the written conveyance or a certified copy thereof, and any rental paid by Lessee to Lessor prior to receipt by Lessee of such actual notice of such conveyance as herein provided for shall constitute full compliance with the rental obligations of Lessee hereunder and shall in all respects be binding upon any grantee of Lessor failing to notify Lessee in the manner herein provided of any such change of ownership.

In the event Lessee ceases to occupy said premises for the purposes above recited and removes its property therefrom, said Lessee may terminate this lease by giving to Lessor ten days notice in writing of its desire and intention by paying to the Lessor the sum of One Dollar ($1.00) and releasing the same of record, if the same has been recorded. Thereupon, Lessee shall be released from and relieved of all liability and responsibility on account hereof, but no rent paid in advance shall be rebated by reason of such termination.

This agreement shall be binding upon the parties, their heirs, personal representatives, successors and assigns.

George H. Taylor
George H Taylor, President

STATE OF)
)ss
COUNTY OF)

BE IT REMEMBERED, that on this 17th day of August, 1995 before me, a Notary Public in and for the County and State aforesaid, came George Taylor ~~and~~ _____, ~~his wife~~, who ~~are~~ is personally known to me to be the same person who executed the within and foregoing instrument of writing, and such person duly acknowledged the execution of the same.

In testimony whereof, I have hereunto subscribed my name and affixed my office seal, the day and year last above written.

Ruth Stevens
Notary Public

My Commission Expires 8-22, 1996.

STATE OF MISSOURI
COUNTY OF MONTGOMERY
The foregoing instrument was filed for record in my office on the 25 day of August 1995 at the hour of 11 o'clock and 54 minutes A M., and recorded in Deed Book 362 on page 926
Witness my hand and official seal
Patricia Bufka, Circuit Clerk and Recorder
Patricia Bufka
By Cindy King Deputy

GENERAL WARRANTY DEED. 288 465 Q-5334 SUXTON & SKINNER, PRINTERS, ST. LOUIS

288-465

THIS INDENTURE, Made on the 10Th day of October A. D. One Thousand Nine Hundred and sixty-one, by and between Minnie B. Haines (a single person)

of Montgomery County, Missouri part y of the first part, and

William George Young and Oriet Margaret Young, husband and wife

of the County of Cook and State of Illinois part ies of the second part,

WITNESSETH: That the said part y of the first part, in consideration of the sum of one dollar and other valuable consideration 100 DOLLARS, to her paid by the said part ies of the second part, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm unto the said part ies of the second part, their heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of Montgomery and State of Missouri, to-wit: XX

A part of the Southeast Quarter Northeast Quarter and the Northeast Quarter Southeast Quarter of Section Twenty-eight (28), Township Fifty (50) North, Range Six (6) West, Montgomery County, Missouri, more particularly described as follows:

Dec 28

Commence at the Northeast corner of the said Northeast Quarter Southeast Quarter, Section Twenty-eight (28), which corner is also the Northwest corner of Liberty Addition to the City of Wellsville, Missouri; thence North on the East line of said Section Twenty-eight (28), four hundred, seventy (470) feet to the point of beginning; thence South 45° West one thousand, one hundred, ninety-five (1,195) feet more or less to the Northeasterly right-of-way line of Missouri State Highway Route 19 (now); thence South 44° 07 min. East on the Northeasterly right-of-way line of said State Highway 19, three hundred, thirty (330) feet; thence Northeasterly at right angles to last named course, ten (10) feet; thence on the arc of a curve to the left (curve radius is 1106.3 feet) run on the right-of-way line Southeasterly, three hundred, eleven (311) feet; thence North 89° 14 min. East on the North line of the Missouri Light and Power Company's substation grounds, three hundred, fifty-eight (358) feet more or less to the East line of Section Twenty-eight (28); thence North on the East line of Section Twenty-eight (28), one thousand, two hundred, sixty-three (1,263) feet to the point of beginning.

Subject to leases, easements or rights of utility companies and the City of Montgomery, Missouri, as of record. The above described tract is known as outlets 52, 53, and part of 54 in the City of Wellsville, Missouri and contains 14.6 acres more or less according to certified survey dated June 29th, 1961, and made a part of the Surveyor's Record at the Court House in Montgomery City, Missouri.

FILED FOR RECORD
IN MY OFFICE AT
2 o'clock 40 min. P m.
MAY 24 1965
CALVIN G. WINTER
Cir. Clk. & Ex-Officio Recorder
Montgomery County, Mo.

Wellsville Fire Brick

This conveyance is subject to all existing streets and alleys, public roads and highways,

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said part ies of the second part, and unto their heirs and assigns, forever, the said first party

hereby covenanting that she is lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that she has good right to convey the same; and that the said premises are free and clear of any incumbrances done or suffered by her or those under whom she claim, and that she will Warrant and Defend the title to the said premises unto the said part ies of the second part, and unto their heirs and assigns, forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said part y of the first part ha s hereunto set her hand and seal, the day and year first above written.

Minnie B. Haines [SEAL]

[SEAL]

[SEAL]

[SEAL]

Signed, Sealed and Delivered in Presence of us:

Carrie L. Taylor

Muriel L. Lewis

STATE OF ~~MISSOURI,~~ FLORIDA
County of LEE } ss.

On this 10TH day of OCTOBER 1961, before me personally appeared MINNIE B. HAINES

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Page Park, FT. MYERS, Florida the day and year first above written.

My term expires 19

Richard C. Byle

Notary Public, State of Florida at Large
My Commission Expires Dec. 12, 1962
Bonded By American Fire & Casualty Co.

RICHARD C. BYLE NOTARY PUBLIC FLORIDA STATE AT LARGE

STATE OF MISSOURI, }

145-353

This Indenture, Made on the 8th day of April, A. D. One Thousand Nine Hundred and Forty-one, by and between J. M. White, and Louisa White, his wife,

of Montgomery County, Missouri parties of the first part, and M. F. Haines, and Minnie B. Haines, husband and wife, as joint tenants, with right of survivorship of the County of Montgomery in the State of Missouri, parties of the second part.

WITNESSETH: That the said parties of the first part, in consideration of the sum of One Dollar and other valuable considerations DOLLARS to them paid by the said parties of the second part, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN and SELL, CONVEY AND CONFIRM, unto the said parties of the second part, their heirs and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Montgomery and State of Missouri, to-wit:

All of the South-east Quarter of the South-east Quarter of Section Number Twenty One (21), except that part of said tract which is occupied as a right of way by the Chicago, Burlington and Quincy Railroad Company: also the Southwest Quarter, of the South-west Quarter of Section Numbered Twenty-two (22), also all that part and portion of the South-half of the North-east Quarter of Section Numbered Twenty-eight (28), which lies north and East of the right of way of the Wabash Railroad Company: also a strip of land running the entire width of the North half (N½) of the North-east Quarter of said Section Twenty-eight (28), and off the East end of said tract and containing Four and Fifteen Hundredths (4 and 15/100) acres, also all that part and portion of the South-east Quarter of Section Twenty-eight (28) which lies and is North and East of the Wabash Railroad track as now located, except a small three-cornered lot of land off the South end of said tract and next the Wabash railroad and containing about Two and One-half (2½) acres which belongs to Theodore Updyke and is not hereby conveyed: all of said above described lying and being in Township Fifty (50) North, Range Six (6) West, there being conveyed by this deed in all One Hundred and Fifty-seven and Forty-hundredths, (40/100) acres.

Sec 21

Sec 28

This deed is made for the purpose of creating in the Grantees herein, an Estate by the entirety; hence no revenue stamp is attached

This conveyance is subject to all existing streets and alleys, public roads and highways, and subject to all taxes

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said parties of the second part, and unto their heirs and assigns, forever, the said parties of the first part hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any incumbrance done or suffered by them or those under whom they claim and that they will Warrant and Defend the title to the said premises unto the said parties of the second part, and unto their heirs and assigns, forever, against the lawful claims and demands of all persons whomsoever.

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

Signed, Sealed and Delivered in Presence of us:

J. M. White (SEAL)

Louisa White (SEAL)

(SEAL)

(SEAL)

STATE OF MISSOURI, County of Montgomery. } ss. On this 8th day of April, 19 41, before me personally appeared J. M. White, and Louisa White, his wife,

[SEAL] to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in Montgomery County, Missouri the day and year first above written.

Edgar Nottaz Notary Public.

My term expires September 20th 19 41

STATE OF MISSOURI, County of Montgomery. } ss. On this day of, 19, before me personally appeared

[SEAL] to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed. And the said further declare to be single and unmarried.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

Notary Public.

My term expires 19

The foregoing Deed was filed for record in this office on the 14th day of April A. D. 19 41, at 8 o'clock 35 minutes A. M.

By Alma M. Kelsey Deputy. Everett Barton Recorder.

150

GENERAL WARRANTY DEED. selloff 88-130

GEO. D. BARNARD & CO. ST. LOUIS

This Indenture, Made on the 12th day of October A. D. One Thousand Nine Hundred and Twelve by and between Joseph Portuchek and Matilda Portuchek, his wife of Montgomery County, Missouri, part ies of the first part, and W. F. Hawes of the County of Lincoln in the State of Missouri part y of the second part; WITNESSETH, That the said part ies of the first part, in consideration of the sum of Seventeen Thousand and five hundred and 17,500/100 DOLLARS, to them paid by the said part y of the second part, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm unto the said part y of the second part, his heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of Montgomery and State of Missouri, to-wit: All of the South-east quarter of the South East quarter of Section Number Twenty-One (21) Except that part of said tract which is occupied as a right of way by the Chicago, Burlington and Quincy Railroad company; Also the South-west quarter of the South-west quarter, of Section Numbered Twenty-two (22). Also, all that part and portion of the South half of the North-East quarter, of Section Numbered Twenty-Eight (28), which lies North and East of the right of way of the Wabash Railroad company; Also a strip of land running the entire width of the North half (N/2) of the North-East quarter of said Section Twenty-Eight (28), and off the East end of said tract and containing four and fifteen hundredths. (4.and 15/100) acres. Also, all that part and portion of the South-East quarter of Section Twenty-Eight (28) which lies and is North and East of the Wabash Railroad tract as now located; Except a small three-cornered lot of land off the South end of said tract and next the Wabash Railroad and containing about Two and One-half (2-½) acres, which belongs to Theodore Updyke and is not hereby Conveyed; All of said above described, lying and being in Township Fifty (50), North, Range Six (6), West there being Conveyed by this deed in all One hundred and Fifty-Seven and Forty hundredths (157.40/100) Acres; all of said lands having been purchased by Joseph Portuchek from, M. H. Garwood, and Amanda J. Garwood, his wife, And from Mrs. Catharine Falta, widow of Matthea Falta deceased, And from the heirs of said Matthea Falta, And being the same lands to which the title was perfected to and in Joseph Portuchek, one of the Grantors herein by Judgement and decree of the Montgomery County Circuit Court on the Third day of May A.D. 1912, and which said decree so perfecting title is duly recorded in Recorder's Office of Montgomery County Missouri,

S½ NE¼ sec 28

N½ NE¼ sec 28

This conveyance is subject to all existing streets and alleys, public roads and highways also subject to the taxes of the year 1913 and prior taxes hereafter, which the second party assumes and agrees to pay.

TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said part y of the second part, and unto his heirs and assigns, forever, the said parties of the first part hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they have good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them or those under whom they claim and that they will Warrant and Defend the title to the said premises unto the said part y of the second part, and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

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

Signed, Sealed and Delivered in Presence of Us:

Joseph Portuchek [SEAL.]

Matilda Portuchek [SEAL.]

[SEAL.]

[SEAL.]

STATE OF MISSOURI, County of Montgomery. } ss.

On this 12th day of October A.D. 1912 19 before me personally appeared Joseph Portuchek husband of Matilda Portuchek who is to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Wellsville Mo. the day and year first above written.

My term expires July 29, A. D. 1914. James L Barker Notary Public

STATE OF MISSOURI, City of St Louis } ss.

On this 27th day of November 1912, before me personally appeared Matilda Portuchek wife of Joseph Portuchek who is to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in St Louis Mo. the day and year first above written.

My term expires April 6th 1914 Marian A Reust Notary Public

The foregoing Deed was Filed for Record this 3rd day of March A. D. 1913, at 8 o'clock 20 minutes A. M.

By Deputy. D Brennan Recorder.

145-352

This Indenture, Made on the 8th day of April, A. D. One Thousand Nine Hundred and Forty-one, by and between M. F. Haines and Minnie B. Haines, his wife of Montgomery County, Missouri parties of the first part, and J. M. White of the County of Montgomery in the State of Missouri, party of the second part.

WITNESSETH: That the said parties of the first part, in consideration of the sum of One Dollar and other valuable considerations to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN and SELL, CONVEY AND CONFIRM, unto the said party of the second part, his heirs and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Montgomery and State of Missouri, to-wit:

All of the South-east Quarter of the South-east Quarter of Section Number Twenty-one (21), except that part of said tract which is occupied as a right of way by the Chicago, Burlington and Quincy Railroad Company: also the South-west Quarter of the South-west Quarter of Section Numbered Twenty-two (22), also all that part and portion of the South-half of the North-east Quarter of Section Numbered Twenty-eight (28), whichlies north and East of the right of way of the Wabash Railroad Company; also a strip of land running the entire width of the North half ($N\frac{1}{2}$) of the North-east Quarter of said Section Twenty-eight (28), and off the East end of said tract and and containing Four and Fifteen Hundredths (4 and 15/100) acres, also all that part and portion of the South-east Quarter of Section Twenty-eight (28) Which lies and is North and East of the Wabash Railroad track as now located, except a small three-cornered lot of land off the South end of said tract and next the Wabash railroad and containing about Two and One-half ($2\frac{1}{2}$) acres which belongs to Theodore Updyke and is not hereby conveyed; all of said above described lying and being in Township Fifty (50) North, Range Six (6) West, there being conveyed by this deed in all one Hundred and Fifty-seven and Forty-hundredths (40/100) acres:

This deed is made for purpose of creating in the Grantors, M. F. Haines and Minnie B. Haines, by reconveyance, an estate by the entirety, hence no revenue stamps are attached.

This conveyance is subject to all existing streets and alleys, public roads and highways,

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part, and unto his heirs and assigns, forever, the said parties of the first part hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any incumbrance done or suffered by them or those under whom they claim and that they will Warrant and Defend the title to the said premises unto the said party of the second part, and unto his heirs and assigns, forever, against the lawful claims and demands of all persons whomsoever.

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

Signed, Sealed and Delivered in Presence of us:

M. F. Haines (SEAL)

Minnie B. Haines. (SEAL)

(SEAL)

(SEAL)

STATE OF MISSOURI, County of Montgomery. } ss. On this 8th day of April, 1941, before me personally appeared M. F. Haines, and Minnie B. Haines, his wife

[SEAL] to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in Montgomery County, Missouri the day and year first above written.

Glover E Dowell Notary Public.

My term expires September 12th, 1944.

STATE OF MISSOURI, County of Montgomery. } ss. On this day of, 19, before me personally appeared

[SEAL] to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed. And the said further declare to be single and unmarried.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

Notary Public.

My term expires 19

The foregoing Deed was filed for record in this office on the 14th day of April A. D. 1941, at 8 o'clock 30 minutes A. M.

By Alden McKelvey Deputy. Everett Barton Recorder.

tate of Missouri)ss. On this 22 day of June 1922,before me personally appeared Freida J.
ounty of Montgomery)West,wife of Henry C.West jr,(3rd) to me known to be the persons described
and who executed the foregoing instrument,and acknowledged that they executed the same as
heir free act and deed.IN TESTIMONY WHEREOF,I have hereunto set my hand and affixed my official
eal,at my office in Montgomery City the day and year first above written.My term expires
pril 2,1925, Claude R.Ball,Notary Public (SEAL)

tate of Missouri)ss. On this 22 day of June 1922,before me personally appeared Albert G.
ounty of Montgomery)Scheible & Frederick J.Scheible to me known to be the persons described
and who executed the foregoing instrument,and acknowledged that they executed the same as
heir free act and deed.And the said Albert G.Scheible and Frederick J.Scheible further decl-
ired themselves to be single and unmarried.IN TESTIMONY WHEREOF,I have hereunto set my hand
nd affixed my official seal,at my office in Montgomery City the day and year first above written.
y term expires April 2.1925, Claude R.Ball,Notary Public (SEAL)

iled For Record this 22nd day of June A.D.1922,at 10.o'clock and 30 minutes A.M.

713-2

A E Meyer Recorder,

CONVEYANCE OF RIGHT OF WAY.

HIS INDENTURE,Made on the 5th day of June A.D.One Thousand Nine Hundred and twenty-two,by and
etween M.F.Haines and Minnie Bell Haines his wife of the County of Montgomery and State of
issouri,parties of the first part,and the County of Montgomery in the State of Missouri party
f the Second part: WITNESSETH,That the said parties of the first part,in consideration of the
um of One Hundred and Fifty five Dollars,to them in hand paid by the said party of the second
art,the receipt of which is hereby acknowledged,do by these presents,Remise,Release and For-
ver quit claim,unto the said party of the Second part,the following described land,lying,being
nd situated in the County of Montgomery and State of Missouri,to-wit: A strip of land averaging
n width Eight (8)feet,more or less,adjoining,lying and being along the Northeast boundary line
f the present public Highway in the East half of Section 28,Township 50,Range 6 west,and more
articularly described as follows:Beginning at a point where the northwest boundary line of the
orporate limits of the City of Wellsville,Missouri,intersects the northeast line of the said
ublic Highway in the North half of the Southeast quarter of Section 28,and then running in a
orthwest direction,parallel and adjoining the Northeast boundary line of the said public high-
ay,2600 feet,more or less,to or near the Southwest corner of the North half of the Northeast
uarter of Section 28,containing in all a fractional part of one acre,more or less.All said
trip of land being in the East half of Section 28,Township 50,Range 6 west,in Montgomery
ounty,Missouri.The intention of this conveyance being to convey a strip of land sufficient in
idth to add to and establish the present said public highway to a width of Fifty (50) feet,
arallel and adjoining the Northeast boundary line of the Right-of-way of the Wabash Railroad.
O HAVE AND TO HOLD the same with all rights,immunities,privileges and appurtenances thereto
elonging,unto said party of the Second part,for the purpose of establishing and maintaining
a public Road on the said land herein conveyed,Forever.IN WITNESS WHEREOF,The said parties of
the first part have hereunto set their hands the day and year first above written.

M.F.Haines
Minnie Bell Haines

State of Missouri)
County of Montgomery)ss, on this 5th day of June 1922,before me personally appeared M.F.Haines
and Minnie Bell Haines his wife,to me known to be the persons described in and who executed
the foregoing instrument and acknowledged that they executed the same as their free act and deed.
IN TESTIMONY WHEREOF,I have hereunto set my hand and affixed my official seal at my office in
Wellsville,Mo,the day and year first above written.My term expires April 6,1926,
A.B.Keadle,Notary Public (SEAL)

Filed For Record this 13th day of June A.D.1922,at 4.o'clock P.M.

A E Meyer Recorder,

122-76
selloff?

THIS INDENTURE, Made on the 4 day of March , A. D. 1926 ,
by and between M.F.Haines and Minnie B. Haines Husband and wife

of the County of Montgomery , and State of Missouri , parties of the First Part, and the STATE OF MISSOURI, party of the Second Part.

WITNESSETH, That the said parties of the First Part, in consideration of the sum of Fifty and no/100 DOLLARS, to them in hand paid by the said party of the Second Part, the receipt of which is acknowledged, do by these presents REMISE, RELEASE and forever QUITCLAIM unto the said party of the Second Part, the following described land, lying, being and situate in the County of Montgomery and State of Missouri, to wit:

A strip of land 30 feet wide on the right or North side of and paraleling and adjoining the centerline of the State Highway, leading from New Florence to Mexico Missouri, Route #45, beginning at Sta.65/25 property line between M.F.Haines and Mrs. Annie Updike and continuing to Sta.94/95 property line between M.F.Haines and the right of way line of the Wabash Railroad Spur to Wellsville Fire Brick Co; a total distance of 2970 feet as surveyed, located and platted by the State Highway Highway Department, through the S.½ of the N.E.¼; Sec.28; T50N; R6W; as shown by a plat of said survey now on file with the Clerk of the County Court of Montgomery County, Missouri. Also an additional strip of land 10 feet wide running parallel and adjacent to the North or right, right of way line above described, beginning at Sta.76/50 and continuing to Sta.80/00 a distance of 350 feet. Also an additional strip of land in the shape of a triangle and being described as follows:- Beginning at a point opposite and 30 feet distant to the North or right of Sta.92/00 then continuing along the North or right, right-of-way line above described and extending to Sta.94/50 a distance of 250 feet; thence in a Northeasterly direction along the Wabash Railroad spur Right of-way line for a distance of 315 feet; thence in a South Westerly direction of 210 feet to the point of beginning.

It is understood and agreed that the last two described strips or parcels of land are to be used for borrow purposes only and that title shall remain to the parties of first part after the road is completed.

TO HAVE AND TO HOLD the same, with all the rights, immunities, privileges and appurtenances thereto belonging unto the said party of the Second Part, for the purposes of construction and maintenance of a State Highway on the said land herein conveyed, FOREVER.

IN WITNESS WHEREOF, the said part of the First Part ha hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

M.F. Haines. (SEAL)
Minnie B. Haines. (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF MISSOURI, } ss.
COUNTY OF MONTGOMERY, }

On this 28 day of May , 1926 , before me personally appeared M.F.Haines and Minnie B. Haines his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Wellsville Mo the day and year first above written.

My term expires January 29 , 1929 .

Paul Branstetter. Notary Public
within and for County, Mo.

(Seal)

STATE OF MISSOURI, } ss.
COUNTY OF MONTGOMERY, }

On this day of , 192 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument and acknowledged that executed the same as free act and deed.

And the said

further declare to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

My term expires , 192 .

Notary Public
within and for County, Mo.

STATE OF MISSOURI, } ss.
COUNTY OF MONTGOMERY, }

On this day of , 192 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the day and year first above written.

My term expires , 192 .

Notary Public
within and for County, Mo.

Filed for record this 5 day of June 1926 , at 4 o'clock P. M.

By R. H. Williams Deputy. Porter C Taylor Recorder of Deeds.

122-318

selloff

This Indenture, Made this 19th day of September, A. D. 193 3, by and between
M. F. Haines and Minnie B. Haines, his wife

the County of Montgomery, and State of Missouri, part ies of the first part, and
e. State of Missouri

party of the second part,

WITNESSETH, That the said part ies of the first part, in consideration of the sum of
Twenty five and no/100---------- DOLLARS,
o. them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain and sell, convey
nd confirm, unto the said party of the second part, its successors and assigns, the following described tracts or parcels of land, lying, being and situate in the County
f Montgomery and in the State of Missouri, to-wit:

strip of land 40 feet wide, lying on the right or north side of, parallel to and adjoining
he centerline of State Highway Route 19, leading from Wellsville to New Florence, beginning
at the south property line of said first party or station 63+00 and continuing to station
5+68.8, being a distance of 268.8 feet, more or less, as surveyed, located, and platted by
he State Highway Department through the NE ¼ of the SE ¼ of Section 28, Township 50 North,
ange 6 West, as shown by a plat of said survey now on file with the Clerk of the County
ourt of Montgomery County, Missouri.

TO HAVE AND TO HOLD the premises aforesaid, for the purpose of constructing and maintaining a state highway on the said land herein conveyed according to the plans of the State Highway Commission, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said party of the second part, and unto its successors and assigns, FOREVER.

IN WITNESS WHEREOF, the said part ies of the first part ha ve hereunto set their hand s, and seal s, the day and year first above written.

Witnessed by

M. F. Haines

Minnie B. Haines

STATE OF Missouri } ss.
County of Montgomery }

ACKNOWLEDGMENT BY INDIVIDUALS

On this 19th day of September, 193 3, before me personally appeared
M. F. Haines and Minnie B. Haines his wife,
to me known to be the person s described in and who executed the foregoing instrument, who being duly sworn by me acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Wellsville, Montgomery County, the day and year first above written.

My term expires January 24, 193 7. (SEAL)

Paul Branstetter
Notary Public

STATE OF } ss.
County of }

ACKNOWLEDGMENT BY CORPORATION

On this day of, 193, before me appeared
, to me personally known, who being by me duly sworn did say that he is the of
and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand, affixed my official seal, at my office in County, the day and year first above written.

My term expires, 193.

Filed for Record the 22nd day of December A. D. 193 3, at 8:30 o'clock A. M.

Mrs. Lizzie Mabry
Recorder of Deeds.

By Deputy.

Grantee to place tap in line for domestic use on the above described tract. Location of said tap to be at point as designated by grantor at time of installation.

It is hereby understood that this agreement cannot be changed in any way except in writing, signed by the grantor, and a duly authorized agent of the grantee.

Signed this 18 day of December, 1931

WItnesses: S. J. Ellis

R. L. Armstrong Amelia Ellis

STATE OF MISSOURI)
) ss.
County of Montgomery)

On this 18th day of December 1931, before me personally appeared S. J. Ellis and Amelia Ellis his wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof I have hereunto set my hand anf affixed my official seal at my office in Wellsville, Mo.

(SEAL) Paul Branstetter
Notary Public.

My Commission expires January 24, 1933.

Filed for record this 13th day of Jan. 1933 at 2 o'clock P. M.

W. T. Mabry
Recorder.

This Deed of Trust released by Quit-Claim Deed recorded in Book ..... at Page ..... this ..... day of ..... 192 .....

Attest: ..... Recorder

---oooOooo---

128-601

AGREEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS, That M. F. Haines and Minnie E. Haines his wife of the post office of Route 3 Wellsville , in the State of Missouri, for and in consideration of One (1.00) Dollar, to them in hand paid, receipt of which is hereby acknowledged, and the further consideration of 50 cents per rod, to be paid when the pipe lines hereinafter specified are laid do hereby grant and convey unto PAN-HANDLE EASTERN PIPE LINE CO. of Kansas City, Missouri, its successors and assigns, a Right-of-Way to lay, maintain alter, repair, operate and remove pipe lines and from time to time parallel pipe lines drips, gates, telegraph and telephone lines and all appurtenances convenient for the transportation of oil, gas or other substances, together with the right of ingress and egress, over and through the following premises in the County of Montgomery in the State of Missouri, to-wit:

All that part of S½ of N. E. ¼ Sec 28 which lies north and east of right-of-way of Wabash R. R.; also that part S. E. ¼ Sec 28 which lies N. and E. of Wabash R. R. right-of-way as now located, except a small three cornered lot of land off the S. end of said tract and west the Wabash R. R. and containing 2½ acres more or less, excepting that part in Highway No. 19 all in Twp. 50 R 6.

Said sum is acknowledged as full consideration for the Right-of-Way, Should an additional or parallel line be laid at any time 50 cents per rod shall be paid for each such line so laid, All damage to growing crops occasioned by the installation of the first line or by making future repairs or in removing said property, or by lying, repairing or removing other lines, drips and gates, shall be paid by grantee after the damage is done; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one to be appointed by the grantor, one by the grantee; and the third by the two so appointed; and the written award of such three persons shall be final and conclusive.

Grantee to place tap in line for domestic use on the above described land. Location

The debt mentioned in the within Deed of Trust having been fully paid and discharged, I hereby acknowledge satisfaction in full, and release the property therein conveyed from the lien and encumbrance thereon, this ..... day of ..... 192 .....

{ Assignee. { Beneficiary.

Attest: ..... Recorder of Deeds. By ..... Deputy.

of said tap to be at point where pipe line crosses fence forming S line of private driveway into these premises.

It is hereby understood that this agreement cannot be changed in any way except in writing, signed by the grantor, and a duly authorized agent of the grantee.

Signed this 31 day of December, 1931.

Witnesses:

F. L. Armstrong

M. F. Haines

Minnie B. Haines

STATE OF MISSOURI)
)SS.
County of Montgomery)

On this 31st day of December, 1931, before me personally appeared M. F. Haines and Minnie B. Haines his wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their freeact and deed.

In Testimony Whereof I have hereunto set my hand and affixed my official seal at my office in Wellsville, Mo.

(SEAL)

John J. Collum
Notary Public.

My Commission expires July, 20, 1933

Filed for record this 13 day of Jan. 1932, at 2 o'clock P. M.

[illegible]
Recorder.

AGREEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS, That Sarah E. Ellis, widow of W. I. Ellis deceased S. J. Ellis and Amelia Ellis his wife of the post office of Wellsville Route 3 in the State of Missouri, for and in consideration of One ($1000)Dollar, to them in hand paid, receipt of which is hereby acknowledged, and the further consideration of 50 Cents per rod,to be paid when the pipe lines herein after specified are laid, do hereby grant andconvey unto PANHANDLE EASTERN PIPE LINE CO. of Kansas City, Missouri, its successors and assigns a Right-of-Way to lay, maintain, alter, repair , operate and remove pipe lines and from time to time parallel pipe lines, drips, gates, telegraph and telephone lines and all appurtenances convenient for the transportation of oil, gas or other substances, together with the right of ingress and egress, over and through the following premises in the County of Montgomery in the State of Missouri, to-wit:

S. W.¼ Sec. 21, and that part of N. W. ¼ Sec. 28 lying north of Right-of-way of Highway No. 19, all in Twp. 50 R 6.

Said sum is acknowledged as full consideration for the Right-of-Way, Should an additional or parallel line be laid at any time, 50 cents per rod shall be paid for each such line so laid, All damage to growing crops occasioned by the installation of the first line or by making future repairs or in removing said property, or by laying, repairing or removing other lines, drips and gates, shall be paid by grantee after the damage is done; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one to be appointed by the grantor, one by the grantee; and the third by the two so appointed; and the written award of such three persons shall be final and conclusive.

Grantee to place tap in line for domestic use on the above described tracts.

Location of said tap to be at point where said pipe crosses fence line at east side of

This Deed of Trust released by Quit-Claim Deed recorded in Book ____ at Page ____ this ____ day of ____ 192__

Attest: ____ Recorder.

The debt mentioned in the within Deed of Trust having been fully paid and discharged, I hereby acknowledge satisfaction in full, and release the property herein conveyed from the lien and encumbrance thereon, this ____ day of ____ 192__

{Assignee / Beneficiary}

Recorder of Deeds. By ____ Deputy.

tate of Missouri)
ounty of Montgomery) ss.

Personally appeared before me a Notary Public in and for said county and state, . W. Kruger and Anna Kruger his wife, personally known to me to be the parties who xecuted the foregoing instrument and acknowledged that they executed the same as their ree and voluntary act, for the uses and puppposes therein set forth, including the relaaae nd waiver of the right of homestead.

Given under my hand and notarial seal this 17th day of December, A. D., 1931

(SEAL) Harold L. Nebel
Notary Public.

y commission expires April 25, 1935.

As the owner of the fee title to the premises described in the within lease, I hereby consent to the same and agree to all of the terms and conditions thereof.

Fred W. Kruger

Mrs. Annie Kruger

Approved
H. M. Hollister
For General Sales Manager.

'iled for record this 21st day of January 1932 at 10 O'clock --- minutes A. M.

H. T. Mabry
Recorder.

----------oooOOooo----------

128-612

L E A S E

THIS LEASE entered into this 31st. day of Decmeber 1931 between M. F. Hines and ife of Route 3 Wellsville Missouri, hereinafter called "Lessor", and Panhandle Eastern ipe Line ompany, a corporation organized and existing under the laws of the State f Deleware hereinafter called "Lessee",

W I T N E S S E T H :

THAT Lessor does hereby lease to Lessee, its successors and assigns for the term f 99 years commencing on the 8th day of January, 1932, for the purposes hereinafter mention- d, a tract of land in Montgomery County, State of Missouri, described as follows: eg. at point 1067 feet W. and 84 ft. S. of E. quarter corner Sec. 28 Twp. 50 R. 6, th run S 44° E. a distance of 50 ft., Th W. 31° 23' S a distance 25ft., Th N. 44° W. a distnace f 50 ft., Th E 31° 23' N. a distance of 25 ft. , to point of beg., containing in all pproximately 1250 square feet.

Lessee shall have the right to maintain thereon, repair, replace, and remove hereform such maters, regulators, pipes, appliances, and structures to house the same as its pperations may from time to time, require, together with the full right of ingress and egress to and from said premises.

In consideration of the rights hereby granted, Lessee agrees to pay as rent the sum of Seven and 50/100 Dollars ($7.50) Dollars at the execution hereof, receipt whereof is hereby acknowledged by the Lessor and the sum of Seven and 50/100 ---($7.50) Dollars annually in advance thereafter during the term of this lease, beginning one year from the commencement of said term.

In the exent Lessee ceases to occupy said premises for the purpose above recited and remove its property therefrom, said Lessee may terminate this lease by giveing to Lessor ten days n otice in writing of its desire and intention by paying to the Lessor the sum of One ($1.00) Dollar and releasing the same of record, if thesame has been recorded. Thereupon Lessee shall be released from and relieved of all liability and respossibility on account hereof, but no rent paid in advance shall be refunded by reason of such termination.

This agreement shall be binding upon the parties, their heirs, personal representatives, successors, and assigns.

M. F. Haines

Minnie B. Haines
Lessor.

(SEAL)

Panhandle Eastern Pipe Line Co.

ATTEST:

By B. R. Bay
Vice Pres. Lessee.

J. L. Waldon
Asst. Secretary.

STATE OF MISSOURI)
)SS.
COUNTY OF Montgomery)

On this 31 day of Dec. 1931, before me John J. Collum, a notary public, personally appeared M. F. Haines, and Minnie B. Haines, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Wellsville, Mo. the day and year first above written.

(SEAL)

John J. Collum
Notary Public in and for said County Montgomery and State Missouri

My Commission expires July 20, 1932.

Filed for record this 22nd day of January A. D. 1932, at 2 o'clock --- minutes P. M.

W. F. Weber
Recorder.

----------ooOoo----------

Sheriff's Deed in Partition.

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, Claude Gregory Sheriff of Montgomery County, in the State of Missouri, send Greetings.

KNOW YE, That whereas at the October Term, 1931, of the Circuit Court of the County of Montgomery, in a certain suit then pending in said court, wherein Bertha Grotewiel was Petitioner, against Emma Dowling and Mike Dowling, her husband; Alfred Grotewiel and Bertha Grotewiel his wife; Hugo Grotewiel and Sibel Grotewiel his wife; Armin Grotewiel Alexander Stiers; Lottie Gerringer and John Gerringer her husband; Lucille Zeugin and Julius Zeugin her husband; Aubrey Stiers; Margaret Stiers; Cecil Steirs; Jeanette Steers; James T. Leslie and Farmers Savings Bank, of Rhineland, a Corporation,
Defendants, for the Partition of the following described Real Estate, situate, lying and being in the County of Montgomery And State of Missouri, descending to them as heirs and owners and legal representative of Louis Grotewiel deceased, to-wit:

The North and east part of the south east quarter of section thirty (30), Township Forty Six (46), Range Five (5), west, containing 76.14 acres more or less, and all within the corporate limits of the town of Rhineland, more particularly described by tracts and parcels, as follows:

TRACT #1. Fractionals Number 14 and 15, containing 33 acres more or less, bounded on the south and west by the original Town of Rhineland, according to the recorded plat thereof, and also on the south by the public road and on the east by the west line of a 10 acre tract of land sold and deeded by Louis Grotewiel to Edward Grotewiel, by deed dated October 5, 1923, and recorded in Book 112 at page 565, (said 10 acre tract lying in the north east corner of said South east quarter of said section 30 Township 46 Range 5, West, which is bounded on south by said public road and on north by

This Deed of Trust released by Quit-Claim Deed recorded in Book ... at Page ... this ... day of ... 192... Attest: ... Recorder.

The debt mentioned in the within Deed of Trust having been fully paid and discharged, I hereby acknowledge satisfaction in full, and release the property herein conveyed from the lien and encumbrance thereon, this ... 192...
{Assignee. {Beneficiary.
Recorder of Deeds. By ... Deputy.

transporting men,machinery and any apparatus that may be necessary to said core drilling After the lessee has concluded his mining operations under said tract of land,and after all the clay has been removed from under said ground which can be profitably mined,then the lessee shall not be bound to pay any further royalties to the lessor,neither shall the lessee be required to pay any rental per acre for the use of said lands,but during the life of this lease the lessee is hereby granted the privilege to use such tunnels as he may have constructed under said lands for the purpose of transporting clay or coal from the adjacent lands to his plant where the same is hoisted to the ground,and the lessee is granted the further privilege and right during the life of this lease to maintain and operate without further cost to him such air shafts as he may have sunk while conducting his mining operations on the lands herein above described.it is further agreed on the part of the lessee that should he not actually commence mining operations on any of the lands he has leased,or may hereafter lease,in close proximity to the lands hereby leased,and within a Radius of three miles thereof within one year from this date the lessee will then,by proper instrument,of writing,relinquish unto the lessor,all of his rights under this lease,and should he fail to make such relinquishment he agrees to pay to the lessor the sum of One Hundred Dollars as liquidated damages. The right granted the aforesaid W.H.Reed to mine fire clay and coal,as hereinabove provided is an exclusive right,and ia granted unto the said W.H.Reed,his heirs and assigns.In witness whereof the said lessor has hereunto set his hand this the 10th day of April 1917, J.H.Bell,

The terms of this lease accepted this 10th day of April 1917,

W.H.Reed
Lessee.

State of Missouri,)
)
County of Montgomery,)ss, On this 10th day of April,1917,before me personally appeared J.L.Bell to me known to be the person described in and who executed the above and foregoing instrument of writing and acknowledged that he executed the same as his act and deed for the purposes therein named.In Testimony whereof I have hereunto set my hand and affixed my official seal.Done at office in Wellsville,the day and year last above written.

Comm.Expires Oct.17-1918, Thomas K.Shelby,Notary Public, (SEAL)

For value received I hereby assign all right,title and interest in and to said property herein described to W.J.Gilbert his heirs and assigns .

W.H.Reed,

Filed for Record this 22nd day of July A.D.1918,at 9, o'clock and 20 minutes A. M.

Haines

H Emeyer Recorder,

LEASE.

WHEREAS the undersigned is the owner in fee simple of the following described real estate situated in the county of Montgomery,State of Missouri,to-wit: All of the south east qr. of the south east qr,of section no twenty one (21) except that part of said tract which is occupied as Right of way by the Chicago,Burlington & Quincy Rail Road co,also the south west quarter of the south west quarter of section no,28,Also all that part& portion of the south half of the north east quarter of section no 28 which lies and is north east of the Right of way of the Wabash railroad co,also a strip of land running the entirewidth of north half of north east qr,of said sec,28,and off east end of said tract containing 4,15/100 acres.also all that part & portion of the south east qr,of section 28,which lies north & east of Wabash railroad right of way as now located except a small three cornered lot of

100-274

sec 21
sec 28

land off the south end of said tract & next the wabash railroad and containing 2½ acres belonging to Theo Updike & is not hereby conveyed,all of said lands being in Township 50 Range 6 west,AND WHEREAS one W.H.Reed has secured,and is about to secure a number of leases on certain real estate adjacent to and in close proximity to the real estate owned by the undersigned,the said W.H.Reed having acquired said leases,and the leases that he will acquire in the future for the purpose of prospecting to ascertain of said lands are underlaid with fire clay and coal,it being the principal object of the aforesaid W.H.Reed if fire clay is found underneath any of the lands he has leased,or is about to lease,in sufficient quantities to be profitably mined for commercial purposes to mine said fire clay and sell the same for commercial purposes,and probably erect on one of the tracts of land leased,or about to be leased,a fire clay brick plant,the mining of coal being merely secondary,and if fire clay or coal be found on any of the lands leased,or about to be leased,in sufficient quantities to be profitably mined for commercial purposes,then tunnels will be extended from the several tracts of land leased,and about to be leased,and will likely reach and will penetrats beneath the surface of the lands of the undersigned,and hereinabove described. NOW THEREFORE,KNOW ALL MEN BY THESE PRESENTS,that if the said W.H.Reed commences actual mining operations within one year fron this date on any of the lands he has leased,or may in the future lease in the vicinity of,and in close proximity to the lands hereby leased, and within a raduis of three miles therefrom,then, and in that event,I, the undersigned, in consideration of the sum of One Dollar to me in hand paid by W.H.Reed,the receipt of which is hereby acknowledged,and in consideration of the covenants and stipulations herein contained,do hereby lease unto the said W.H.Reed for a term of fifty years from this date for the purpose of mining fire clay or coal,all of my real estate hereinabove described,on the following terms and conditions,to-wit: The mining to be done to be what is commonly called inderground mining;no stripping surface mining to be done,the said W.H.Reed to have the right and privilege to construct and maintain such tunnels as may be necessary to carry on his mining operations,But the said W.H.Reed shall have the right and privilege of using so much of the surface of said lands as may be necessary for the construction of air shafts, and a sufficient space adjacent to and around said air shaft,or air shafts,for properly constructing said air shafts,and maintaining around said air shaft,or air shafts,such machinery as may be necessary,and to have the right to dump on lands adjacent to said air shafts the dirt which may be dug out of said air shafts,the dirt not to be scattered over the land,but to be piled in piles around said air shafts,as few in number as may be practical.All tunnels that may be constructed or maintained by the said W.H.Reed shall be properly braced and supported so as to not in any way cause the surface of the grounds to become weakened or impaired,and so as to not do damage or injury to any growing crops or buildings that may be on the surface of said ground.The right of ingress and egress to the said_____ is granted to use the surface of said grounds with men and teams to haul anymachinery or apparatus over said ground that may be necessary in properly carrying on said mining operations, but should any damage or injury be done by the said W.H.Reed to any growing crops,or improvements,on said lands while crossing over the same,the said W.H.Reed shall pay any such damage or injury. Should the said W.H.Reed in his mining operations strike a vein of coal he shall not be compe lled to mine the same;and should he actually mine any coal for commercial purposes then the coal thus mined shall be paid for as hereinafter provided,but the said W.H.Reed, shall not be compelled to pay for any coal that hemay remove from said grounds which coal is not used for commercial purposes,but is merely cleared away for the purpose of getting to the fire clay and mining the same.

This Deed of Trust released by Quit-Claim Deed recorded in Bk. ____ at Page ____

this ____ day of ____ 191__

Attest: ____ Recorder

The debt mentioned in the within Deed of Trust having been fully paid and discharged, I hereby acknowledge satisfaction in full and release the property therein conveyed from the lien said encumbrance thereon, this ____ day of ____ 191__

Attest: ____ Recorder of Deeds. By ____ Assignee. Beneficiary. Deputy.

Should the said W.H.Reed within one year from this date actually commence mining operations on any of the lands he has leased,or will in the future lease,within close proximity to the lands hereinabove described,and within a radius of three miles thereof,then until such time as the said W.H.Reed actually commences mining fire clay or coal on the lands herein above described,shall pay to the lessor herein named the sum of twenty five cents per acre annually on the first day of November,1918,and each year thereafter,the payments thus made by the said _____ at the rate of twenty five cents per acre to be deducted from the first royalties due the lessor for the fire clay and coal mined on said lands,as hereinafter provided,should mining operations be actually commenced on the lessor's lands,then the said W.H.Reed shall pay to the said lessor as a royalty the sum of two cents per ton of 2240 pounds for each ton of merchantable clay,and the sum of five cents per ton of 2240 pounds for each ton of merchantable coal,payment to be made on the 15th day of the month after actual mining operations have been commenced upon the lessor's lands;and on or before the 15th day of each and every month the lessor,or his duly authorized agent,shall have a right to examine the lessee's weight-master's sheet showing the amount of clay and coal mined during the preceding calendar month,and shall upon said day pay to the lessor,or his duly authorized agent,the royaltied hereinbefore reserved upon such coal and clay,and the lessor,or his duly authorized agent shall have the right to examine the books of the lessee once each calendar for the purpose of verifying said weight-master's sheet,provided such examination shall be had during usual business hours.it is understood and agreed that the lessor is given the right at all time during the term of this lease to the exclusive use of the surface of all of the lands herein above described and owned by the lessor,except as herein provided for,it is agreed and understood that in default of the payment of the royalties and rents,herein reserved,by the lessee,and such default continuing for a period of more than sixty days afterdemand by the lessor,or in default by the lessee of any of the opligations in this lease contained that the lessor may declare this lease forfeited by reason of such default,and that the rights of the lessee under this lease shall be thereby terminated,and that said lessor may take possession of the leased premises.it is further agreed that the lessee may cancel this lease by giving the lessor sixty days notice in writing of his intention so to do,provided that prior to the expiration of said sixty days the lessee shall remove from said premises all person property and machinery thereon belonging to him, and shall pay all arrears or rentals,if any,for the full period of time during which the lessee is in possession of said premises,including the sixty days following said notice. and it is further agreed that if the lessee begins actual mining operations on said lands and then,for any reason,discontinues his mining operations,and does not give notice of his intention to cancel this lease,as herein provided for,he shall then pay to the lessor during the time he is not carrying on his mining operations the sum of twenty five cents per acre per annum,as herein above provided for,it is further agreed and understood that the lessee shall have a right to prospect on the lands above described with a core drill for the purpose of ascertaining where the clay and coal,if any,on said lands are located,and for the purpose of doing such prospecting he is granted the right of egress and ingress and is entitled to use of the surface of the ground for the purpose of transporting men,machinery and any apparatus that may be necessary to said core drilling.After the lessee has concluded his mining operations under said tract of land,and after all the clay has been removed from under said ground which can be profitably mined,then the lessee shall not be bound to pay any further royalties to the lessor,neither shall the lessee be required to pay any rental

per acre for the use of said lands,but during the life of this lease the lessee is hereby granted the privilege to use lands for the purpose of transporting clay or coal from the adjacent lands to his plant where the same is hoisted to the ground,and the lessee is granted the further privilege and right during the life of this lease to maintain and operate with out further cost to him such air shafts as he may have sunk while conducting his mining imperations on the lands herein above described.it is further agreed on the part of the lessee that should he not actually commence mining operations on any of the lands he has leased,or may hereafter lease,in close proximity to the lands hereby leased,and within a radius of three miles thereof within one year from this date the lessee will then,by proper instrument of writing,relinquish unto the lessor,all of his rights under this lease,and should he fail to make such relinquishment he agrees to pay to the lessor sum of one hundred dollars as liquidated damages.The right granted the aforesaid W.H.Reed to mine fire clay and coal,as hereinabove provided is an exclusive right,and is granted unto the said W.H.Reed his heirs and assigns,In witness whereof the said lessor has hereunto set his hand this the 10th day of April,1917,

M.F.Haines,

The terms of this lease accepted this 10th day of April,1917,

W.H.Reed,
Lessee.

State of Missouri,)
)
County of Montgomery,)ss,On this 10th day of April,1917,before me personally appeared M.F.Haines to me known to be the person described in and who executed the above and foregoing instrument of writing and acknowledged that he executed the same as his act and deed. for the purposes therein named.In Testimony whereof I have hereunto set my hand and affixed my official seal.Done at office in Wellsville the day and year last above written.

Comm. Expires Oct,17-1918, Thomas K.Shelby,Notary Public, (SEAL)

Dec 1, 1917, For value received I hereby assign all right,title and interest in property herein described to W.J.Gilbert his heirs and assigns,

W.H.Reed,

Filed For Record this 22nd day of July A.D.1918,at 9, o'clock and 20 minutes A. M.

Recorder,

DEED.

WHEREAS,the Circuit Court for the County of Montgomery,State of Missouri,sitting at the city of Montgomery at its April Adjourned term,1918,to-wit: on Tuesday,the 16th day of July,1918, in a certain cause of action entitled Lula Oaks,plaintiff vs. Henry Oaks,defendant,ordered, adjudged and decreed that the defendant Henry Oaks convey to plaintiff Lula Oaks an undivided four-ninths interest in and to the following described real estate,situated in the county of Montgomery,State of Missouri,to-wit: The east half of the north-east quarter of section 32,township fifty (50) north,range five (5) west situated in Montgomery County,Missouri, NOW,THEREFORE,KNOW ALL MEN BY THESE PRESENTS,That in compliance with the above order,judgment and decree of the circuit Court for the county of Montgomery,and State of Missouri,rendered and entered,as aforesaid,I, the undersigned,Henry Oaks,and in the further consideration of the sum of One Dollar to me in hand paid by Lula Oaks,the receipt of which is hereby acknowledged,do by these presents bargain and sell and convey unto the aforesaid Lula Oaks, and her heirs and assigns,the following described real estate situated in the county of Montgomery,State of Missouri,to-wit:

This Deed of Trust released by Quit-Claim Deed recorded in Book ... at Page ...
this ... day of ... 191...
Attest: ... Recorder.

The debt mentioned in the within Deed of Trust having been fully paid and discharged, I hereby acknowledge satisfaction in full, and release the property herein conveyed from the lien and encumbrance thereon this ... day of ... 191...
Attest: ... Recorder of Deeds. By ... Deputy.
Assignee.
Beneficiary.

claiming by, through or under either of the grantors herein named.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

E. P. Rosenberger.

Lucile D. Rosenberger.

State of Missouri,)
:ss.
County of Montgomery,) On this 25th day of October A.D. 1911 before me personally appeared E. P. Rosenberger and Lucile D. Rosenberger, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Montgomery City, Mo. the day and year first above written.

My term expires March 24, 1912.

(SEAL) Jessie Burt, Notary Public.

Filed for Record this 7th day of November A. D. 1911 at 2 o'clock 40 minutes P. M.

D. P. Greenman Recorder.

84-137

NESE

Warranty Deed.

This Indenture, Made on the 28th day of August A.D. One Thousand Eight Hundred and Eighty Three by and between M. H. Garwood and Amanda Garwood his wife, both of Montgomery County, Mo. parties of the first part, and Joseph Portucheck of the County of Motgomery in the State of Missouri, party of the second part,

Witnesseth, That the said parties of the first part, in cosideration of the sum of Fifty #/100 Dollars, to them paid by the said party of the Second part, ~~the~~ receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said party of the second part, his heirs and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Montgomery and State of Missouri, to-wit: ~~-All-~~

NESE sec 28

A part of the North East Quarter of the South East Quarter of Section No. Twenty Eight (28) Township No. Fifty (50) Range Six West; And more particularly described as follows to-wit: Beginning at a point One Hundred and Thirty Seven (137) feet, due South from the North East corner of said above named Section (no. 28) and on the East boundary line of said Section; running thence due South Thirty Eight (38) feet to a point on the East boundary of said Section; running thence due West parallel with the North boundary line of said Section No. 28, to the land owned by the Wabash Rail Road Company; to a point; thence in a North Westerly direction along the edge of said Rail Road grounds to the land now owned by Joseph Portucheck to a point; thence due East along the South boundary line of said Portucheck's land to the place of Beginning; Also a small three cornered piece of land adjoining the above tract of land on the South and bounded as follows: Beginning at a point where the South boundary line of the above described piece of land intersects the said Rail Road grounds, running thence in a South East direction along said Rail Road lands a distance of Twenty feet (20) ft. to a point, thence in a North East

* said lands herein contains five acres more or less

direction (115) feet to a point intersecting with and on the South Boundary line of the first above piece of ground, all in N.E. Qr. of S.E. Qr. Sec. 28 Tp. 50 R. 6 West.

To Have and to Hold the premises aforesaid with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said party of the second part, and unto his heirs and assigns forever; the said parties of the first part hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them or those under whom they claim; and that they will Warrant and Defend the title to the said premises unto the said party of the second part, and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of us: M. H. Garwood. (Seal)

Amanda Garwood. (Seal)

(Seal)

(Seal)

State of Missouri,)
:SS.
County of Montgomery,) Be it Remembered, That on this 29th day of August A.D. 1883, before the undersigned, a Notary Public within and for the County of Montgomery and State of Missouri, personally came M. H. Garwood and Amanda Garwood his wife, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing as parties thereto, and acknowledged the same to be their act and deed for the purposes therein mentioned. And the said Amanda Garwood being by me first made acquainted with the contents of said instrument, upon an examination separate and apart from her husband, acknowledged that she executed the same, and relinquished her dower in the real estate therein mentioned, freely and without fear, compulsion or undue influence of her said husband.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Wellsville, Mo. the day and year first above written.

My term of office as a Notary Public will expire April 5th 1886.

(SEAL) Robert Shackelford, Notary Public.

Filed for Record this 13th day of November A. D. 1911 at 4 o'clock P. M.

D P Brennan Recorder.

Copy of Decree.

84-394

State of Missouri,)
:SS.
County of Montgomery,)

Proceedings in the Circuit Court of Montgomery County, Missouri, at the Court House in the City of Montgomery, at the regular April Term, 1912, and on the Eleventh day thereof, to-wit: Friday- May 3rd 1912, before Hon. James D. Barnett, Judge of the Eleventh Judicial Circuit of Missouri, and Judge of said Circuit Court, the following among other proceedings were had, to-wit:

State of Missouri,)
:SS.
County of Montgomery,)

Joseph Portucheck - - - - - - - Plaintiff.

VS.

William Hynn if living or his unknown widow, unknown heirs assigns Devisees Alienees or donnes if dead, Sarah A. Kempinsky, Mrs. Hannah Flynn if living or her unknown widower unknown heirs and assigns devisees, donees or legatees if she be dead, Daniel O'Madigan if he be living or his unknown widow heirs and assigns, donnees devisees or alienees if he be dead, David P. Dyer, Ida May Moran, formerly being Ida May Delamatre, and unknown assigns heirs or donees, if any such there be, and Edwin B. Delamatre, and the unknown heirs, legatees, devisees assigns and donees and grantees of Charles D. Delamatre deceased, if any such there be, and the unknown heirs and assigns, grantees, devisees, donees or legatees of Frank Delamatre deceased if any such unknown heirs devisees legatees or other unknown heirs there should be, - - - Defendants.

(In the Circuit Court of Montgomery County, at the
(City of Montgomery in the State of Missouri.
(April Term A.D. 1912.
(Judgment and Decree to establish, perfect and Quiet
(title to real estate by laws of Limitation.

Now on this 3rd day of May A.D. 1912, the above entitled cause coming on to be heard and the Court having examined the service of process had and made upon the defendants herein finds that an order of publication of notice was duly issued by the clerk of this Court in Vacation upon the proper affidavit of plaintiff and that in pursuance of said Order of Publication all said unknown defendants unknown widows heirs, assigns devisees donees legatees, widowers and all possible unknown heirs of said defendants herein were and have been duly notified of the commencement, pendency object and nature of this suit by due and proper notice thereof duly printed and published for a term of Five consecutive weeks, in the Wellsville Star, a Newspaper published weekly in the County of Montgomery and State of Missouri, printed in the English language the last insertion of which said notice appeared and was published in said Wellsville Star

page 2.

On the 19th day of January A.D1912, and more than 15 days next prior to the First day of the April 1912, term of this Court, which more fully appears by a Copy of such

herein and that all said defendants non-resident, unnamed and whose names cannot be stated for the reason that they are unknown widows, widowers, heirs assigns donees devisees or legatees unknown or non-resident each all and singular have been duly notified in this cause as the law directs, The Court further finds that of the above named defendants, David P. Dyer, Sarah A. Kempinsky, Ida May Moran and Edwin B. Delamatre are residents of the State of Missouri, and have entered their voluntary appearance in this suit and waived their right to make any answer or defense herein, and the Court being satisfied that full and sufficient Notice was given and had, and full and sufficient service had and made on all resident defendants, herein, doth call the case for trial upon the petition of plaintiff and each all and singular said non-resident, un-named and unknown defendants although notified come not but make default, and said resident defendants though having duly entered their appearance herein also make default and make no defence to plaintiffs petition and the plaintiff appearing for himself also by attorney and being ready for trial and the issues herein being submitted to the Court upon the petition of plaintiff and the proofs of plaintiff presented to the Court, and all the facts and evidence being seen and heard by the Court, the Court doth find that the facts and allegations as made and set forth in plaintiffs petition are true and doth find the issues for the plaintiff and against the defendants.

The Court doth further find that the plaintiff was in the lawful peaceable actual adverse possession of the lands described in his petition at the date of the commencement of this suit And that the plaintiff together with his successive grantors by through and under whom he claims title and holds possession have had and held the quiet peaceable actual, adverse, open, notorious, intentional, exclusive continuos unbroken possession for a period of more than forty (40) years and have paid all the taxes for a period of 31 years next before the filing of this suit in and upon all the lands claimed by plaintiff and described in his petition And that plaintiff hath good legal and equitable title to the lands situated in Montgomery County, Missouri, and more particularly

page 3.

described as follows to-wit:- One Hundred and Fifty Seven & 40/100 acres of land, less the amount of said tract now occupied by the Chicago, Burlington and Quincy Railroad as a right of way, and more particularly described as follows, to-wit:- Being the South East fourth of the South East Quarter of Section Number Twenty One (21) And the South West Quarter of the South West fourth of Section Number Twenty Two (22) Also Eight and 30/100ths acres off the East side of the North East Quarter of Section Number Twenty Eight (28) Also Four acres off the North end of the North East fourth of the South East Quarter of said Section 28, Also Two acres, a part of of the North East fourth of the South East Quarter of said Section 28. Also Nine and 50/100ths acres being a part of the North East fourth of the South East Quarter of Section 28, Also a part of the North East Quarter of Section 28 bounded as follows:- Beginning at the South East Corner of Lot Number Five (5) and running thence South 11 & 54/100ths Chains to a point on the East and West Center line of Section 28, Thence running in a Westerly direction 17 and 340/1000ths Chains to a line of the Wabash Railroad Company, Thence running in a North West course to

SESE sec 21 at NE¼ and NESE sec 28

the South West Corner of Lot No. 5, Thence running in an Easterly Course 29.12 chains to the place of Beginning, Being in Township Fifty (50) Range Six (6) West, Also all of Lot Number Five (5) being a part of the North East Quarter of said Section 28, Township 50 Range Six (6) West, and containing 26-80/100ths acres, Bounded as follows to-wit:- Beginning at the South East Corner of Lot Number Four (4) in said Qr. Section 28, Running thence South 8-7/100ths chains to a point, thence running in a westerly direction and parallel with the South boundary line of said Lot 4. 29-12/100ths chains to the North line of the Wabash railroad. Thence in a North-westerly direction along and with the line of said railroad to the South West Corner of said Lot Number 4. Thence in an Easterly Course 37-44/100ths chains to the place of beginning, And all being more briefly described as follows:- All of the South East Quarter of the South East Quarter of Section Number 21, Being 40 acres, And the South West Quarter of the South West Quarter of Section Number 22, being 40 acres, and Also all of the South half of the North East Quarter of Section Number 28, that lies and is North and East or North East from the right of way of the Wabash Railroad Company and the public road running next and adjacent thereto, Also all of the North East Quar-

page 4.

Quarter of the South East Quarter of said Section 28, which lies North and North East of the Wabash Railroad right of way and the Public road next the railroad, except a small three cornered tract which belongs to Theodore Ypdyke, lying next and adjoining the East boundary line of the said Section 28, Also next and adjoining the Wabash Railroad or public road, on the South and West and being bounded on the North by the lands of plaintiff herein the said three cornered tract being excepted, and also Four and 15/100ths acres off the East end of the North half of the North East Quarter of said Section 28, All said lands being in Township Fifty (50) North, Range Six (6) West and Containing in all One Hundred and Fifty Seven and 40/100ths acres, subject to the rights of the Chicago Burlington and Quincy Railroad Company. And that the legal and equitable title to all said lands passed and eminated from the United States Government more than Ten (10) years and more than Fifty (50) years next before the filing of this suit and that plaintiff and those under whom he holds possession and claims title have paid all the taxes assessed upon or against said lands for a period of Thirty and One (31) years next consecutively before the institution of this suit, and that none of said defendants hand paid any of such taxes and that in all said period none of such taxes have been paid by any other person than plaintiff or those under whom he claims, And that none of said defendants nor any person for any of them have had or held the possession of said lands or any part thereof or have attempted to establish any claim or right or title thereto or interest therein adverse to plaintiffs title during the 30 years last past, The Court further finds from the evidence offered in this case that the plaintiff has for a valuable consideration become and now is the legal and equitable owner of all said above described lands in fee simple, And that for more than 50 years last past the plaintiff together with those under whom he claims and holds title and possession, do have and hold

been in the quiet, peaceable, adverse open exclusive notorious possession of said lands for more than 40 years next before this suit was brought

page 5.

The Court further finds that the land records of Montgomery County were destroyed by fire in 1864 and that both the land and Court records of Montgomery County were again destroyed by fire in 1901, and that such destruction of said records is the cause of many seeming defects and clouds and breaks in chain of title shown by abstracts of title furnished to Montgomery County lands since the date of the destruction of said records, The Court further finds that none of the defendants in this cause named or un-named, known or unknown, resident or non-resident as the case may be have any real right, claim or interest of record or equitable title to the lands of plaintiff herein, but that said defendants sold, conveyed and parted with such title as they had long since, The Court finds further that said defendants so seeming to have or hold some title or claim of record to plaintiffs said lands, are each all and singular forever barred from any and all claim or claims of right title or interest, present, future, possible or contingent by virtue of the limitation laws of the State of Missouri, being Section 1884 and 2538 and other Statutes of repose of the State of Missouri of the year 1909, and that the plaintiff has and holds a perfect title by limitation to all said lands.

The Court further finds that Charles D. Delamatre and Frank V. Delamatre both died long since, that they died single and that each died intestate, that all their debts were paid, that they left as their sole heir their brothers and sisters to-wit, Benjamin Edwin, B. Ida May, James S. and Hannah H. Delamatre and that said heirs by virtue of the Statutes of descents and distributions of the State of Missouri became the joint owners in fee of all the interest that said deceased brothers had and held in the lands of plaintiff at the date of their death and that thereafter said heirs conveyed all said interest together with their own to the plaintiff herein or his successive grantors and that plaintiffs title to such seeming outstanding interest was made perfect thereby, The Court further finds that the trust deed executed by Sol. Hughlett and Mary E. Hughlett his wife on November 9th 1882 and recorded in deed book 8 at page 564 in the Recorders office of Montgomery County to secure to Ida May Delamatre (now Ida May Moran) to secure the payment of a note for the sum of $436.00 and

page 6.

and interest thereon to her is not a lien upon or against said land nor any part thereof, and that the said note has been paid and that said trust deed should have been cancelled on the record and that the same shall be held for naught.

The Court further finds that the plaintiff and his successive grantors have had and held the peaceable quiet adverse possession of all said lands claimed by plaintiff and paid all the taxes that have been assessed against the same for a period of more than forty (40) years last past and that during all said time there has been no litigation dispute or contention in regard to or about the legal or equitable title to said land, but that during all said time the plaintiff and those under whom he claims title have been recognized and acknowledged as the legal owners of all said land.

The Court further finds that the defendant William Hynn if living nor his heirs or assigns if he be dead, or Hannah Flynn or her relict or heirs or assigns if she be dead, or Daniel O'Madigan, or his widow or heirs or assigns if he be dead, nor Ida May Delamatre (formerly Ida May Max (now Ida May Moran) nor her assigns, nor the heirs, assigns, devisees or donees of Charles D. Delamatre, nor the heirs and assigns of Frank V. Delamatre both deceased, Nor Sarah A. Kempinsky, nor David P. Dyer nor Edwin B. Delamatre nor any of the said defendants or any of their heirs or assigns donnes, devisees or alienees known or unknown, named or un-named have any right or interest of record title to plaintiffs land but that they and each of them are forever barred from all claim or interest by the Statutes of limitation of the State of Missouri,

The Court further finds that there are no liens or incumbrances against plaintiffs said lands, and that plaintiff and those under he claim have paid all of such taxes for more than forty years last past and have paid said taxes for the year 1911, and all years prior thereto consecutively for 40 years, and that none of said defendants have paid any of such taxes or any person for them adverse to plaintiff and that none of said defendants nor any person for any of them have had or held possession of any part of plaintiffs said land adverse to plaintiff for a period of more than Thirty and One (31) years last past.

Wherefore all the proofs evidenceand premises in this case being considered, the Court doth order, adjudge and Decree, That the defen-

page 7.

defendants, each and all singular be, and they are hereby divested of all right title or interest of in or to plaintiffs said lands and of all seeming or possible right or claim to record title or equitable interest whether present or future right or interest whatever and premises or any part thereof and the title to said land is hereby declared ordered adjudged and decreed to be vested absolutely in fee in plaintiff Joseph Portucheck and unto his heirs and assigns absolutely Forever.

It is Therefore Ordered and Adjudged by the Court and decreed, that the aboslute fee simple title to all the tracts of land that are described and claimed in plaintiffs petition and situated in the County of Montgomery and State of Missouri and described as follows to-wit:- One Hundred and Fifty Seven and 40/100ths acres of land, less the amount of such land now occupied by the Chicago Burlington and Qiincy Railroad Company as right-of-way, and more particularly described as follows to-wit:- Being the South East fourth of the South East Quarter of Section Number Twenty One, (21) and the South West Quarter of the South West fourth of Section Number Twenty Two (22) Also Eight and 30/100ths acres off the East side of the North East Quarter of Section 28, Also Four (4) acres off the North end of the North East fourth of the South East Quarter of said Section 28, Also Two (2) acres a part of the North East fourth of the South East Quarter of said Section 28, Also Nine and 50/100ths acres being a part of the North East fourth of the South East Quarter of said Section 28, Also a part of the North East Quarter of Section 28 bounded as follows:- Beginning at the South East Corner of Lot Number Five (5)

of Section 28, Thence running in a Westerly direction Seventeen and 340/1000ths chains to a line of the Wabash Railroad Company, Thence running in a North West Course to the South West corner of Lot Number Five (5) thence running in an Easterly course 29-12 chains to the place of Beginning being in Township 50 Range Six (6) West, Also all of lot Number Five (5) being a part of the North East Quarter of said Section 28, Tp. 50 Range Six (6) West, and containing Twenty Six and 60/100ths acres, bounded as follows to-wit:- Beginning at the South

page 8.

East corner of Lot Number Four (4) in said Quarter Section 28, Running thence South 8.7 chains to a point, thence Running in a Westerly direction and parallel with the South line of said lot 4,-29 and 12/100ths chains to the North line of the Wabash Railroad, thence in a North-westerly direction along and with the line of said Railroad to the South west Corner of said lot Number 4. Thence in an Easterly Course 37 & 44/100ths chains to the place of beginning, all being more briefly described as follows: All of the South East Quarter of the South East Quarter of Section Twenty One (21) being 40 acres, and the South West Quarter of the South West Quarter of Section Number Twenty Two (22) being 40 acres, Also all of the South half of the North East Quarter of Section Number Twenty Eight (28) that lies and is North and East or North East of the right of-way of the Wabash Railroad Company and the public road running next and adjacent thereto, also all of North East Quarter of the South East Quarter of said Section 28 which lies North and North East of the Wabash Railroad right of way and the public road next the Railroad, except a small Three cornered tract which belongs to Theodore Updyke lying next and adjoining the East boundary line of said Section 28, Also next and adjoining the Wabash Railroad on the South and West, and being bounded on the North by the lands of the plaintiff herein the said 3 cornered tract being excepted, and also Four and 15/100ths acres off the East end of the North half of the North East Quarter of said Section 28, all said lands being in Township Fifty (50) of Range Six (6) West, and Containing in all One Hundred and Fifty Seven and 40/100ths acres, be and the title thereto is hereby vested absolutely (subject only to the right of way of the Chicago Burlington and Quincy Railroad Company) in fee simple in Joseph Portucheck, freed and divested of all seeming defects or clouds on title, To Have and to Hold unto him the said Joseph Portucheck and unto his heirs and assigns and to his sole use absolutely, Forever.

It is further Ordered Decreed and adjudged by the Court That the plaintiff herein has for a valuable consideration become and is the rightful and legal owner of all the land claimed in

page 9.

his petition and that all equity in said lands belongs to plaintiff and did so belong to plaintiff at the date of the filing of his suit herein and that his equitable and legal rights entitle him to a full complete absolute legal and equitable title to said lands, And it is ordered decreed and adjudged by the Court that the the plaintiff now has and holds the legal and equitable title to said lands and his title thereto is hereby decreed and adjudged to be a perfect legal and equitable title with the right to have Hold, use,

control possess and have exclusive ownership thereof to him and unto his heirs and assigns forever.

It is Further Ordered and adjudged by the Court That a properly Certified Copy of this finding, Judgment and Decree be recorded in the office of the Recorder of deeds, of Montgomery County, Missouri, that it may affirmatively appear that plaintiff hath a perfect title to his said lands by the land records of Montgomery County, and that the costs of all proceedings herein be taxed against the plaintiff.

State of Missouri,)
:SS.
County of Montgomery,) I, EvErett Barton, Clerk of the Circuit Court within and for the said County and State, hereby certify the above and foregoing to be a full and true copy of the original Judgment and Decree in the cause therein named, as fully as the same appears of record in my office.

Witness my hand as Clerk and the seal of said Court. Done at office in the City of Montgomery, in said County, this 17th day of May 1912.

(SEAL) Everett Barton, Clerk of Circuit Court.

Filed for Record this 17th day of May A. D. 1912 at 10 o'clock 30 minutes A. M.

D P Greenwade Recorder.

Warranty Deed.

This Indenture, made and entered into this Second day of January in the year of our Lord One Thousand Eight Hundred and Forty Nine between Wessel Theissen, of the County of Montgomery, in the State of Missouri, of the one part and Peter Richard Kenrick of the County of St. Louis, State of Missouri of the other part, Witnesseth, that the said Wessel Theissen for and in consideration of the sum of One Dollar, to them in hand paid by the said Peter Richard Kenrick, the receipt of which is hereby acknowledged, has this day for the use of the Catholic church, granted, bargained and sold, and by these presents does grant, bargain, sell and convey unto the said Peter Richard Kenrick and unto his heirs and assigns forever all that tract of land, lying and being in the County of Montgomery, State of Missouri, of the following description, to wit: a square lot beginning from the N. W. Corner of the tract of land conveyed by P. Hultenberg and Jane his wife, to W. Theisen for the benefit of the Catholic Church of the following description: being a part of the S. W. Quarter Section 30 Town 46 N. Range 5 W. bounded as follows, beginning at the S. E. Quarter Section corner running North 2035 links thence West 672 links to a post the beginning corner, thence S. 62 W 800 links to a post, thence N. 28 W. 800 links to a post thence N. 62 E. 800 links to a post, thence S. 28 E. 800 links to the beginning corner a post) 18 rods S. 28 E. and 18 rods North 62 East from the same corner, containing two acres and four poles.

Together with the appurtenances thereto belonging.

To Have and to Hold the above discribed tract of land unto the said Peter Richard Kenrick and unto his heirs and assigns forever, and the said Wessel Theissen for himself and for his heirs, executors and administrators does hereby covenant and agree to and

BOOK 281 PAGE 518

o'clock ___ min. ___ m.

JAN 11 1985

CALVIN G. WINTER
Clr. Clk. & Ex-Officio Recorder
Montgomery County, Mo.

281-518

No. 19.½ QUIT-CLAIM DEED

Printed and For Sale by Buxton & Skinner Printing and Stationery Co.

THIS INDENTURE, Made on the 10Th day of October A. D. Nineteen Hundred and sixty-one by and between Minnie B. Haines (a single person)

of the County of Montgomery and State of Missouri, party of the First Part, and The Wellsville,Fire Brick Company, A Missouri Corporation

of the County of Montgomery, in the State of Missouri party of the Second Part:

WITNESSETH, That the said party of the First Part, in consideration of the sum of one dollar and other valuable consideration---------- 100 DOLLARS, to her paid by the said party of the Second Part, the receipt of which is hereby acknowledged, do by these presents, Remise, Release and forever Quit-Claim, unto the said party of the Second Part, the following described Lots, Tracts, or Parcels of Land, lying, being and situate in the County of Montgomery and State of Missouri, to-wit:

All right title and interest in and to the following described property not heretofore deeded:

the southeast quarter of the southeast quarter of section 21, except that part in the C.B.&Q. R.R. right-of-way, the southwest quarter of the southwest quarter of section 22; 4.15 acres off of East end of N. ½ of northeast quarter;and the south ½ of northeast quarter of section 28, except 4.15 acres off east end; that part of northeast quarter of southeast quarter lying east of right-of-way of C.B.& Q. R.R. except a 3 cornered pied off south end containing 2½ acres, more or less, all in township 50, range 6 west.

*[This deed is made in release of and in substitution for the deed recorded in book ___ at page ___]

TO HAVE AND TO HOLD the same, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the Second Part, and its heirs and assigns, FOREVER; so that neither the said party of the First Part, nor her heirs, nor any other person or persons for her or in her name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said party of the First Part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of us,

Minnie B Haines [SEAL.]

[SEAL.]

[SEAL.]

[SEAL.]

*Erase this clause in case this Deed is not made in release of some other instrument.

FLORIDA

STATE OF ~~MISSOURI,~~

County of LEE } ss. On this 10TH day of OCTOBER A. D. 19 61,

before me personally appeared MINNIE B. HAINES

and

~~his wife,~~ to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Page Park, Ft. Myers, Fla. the day and year first above written.

My term expires A. D. 19

Notary Public, State of Florida at Large
My Commission Expires Dec. 12, 1962
Bonded By American Fire & Casualty Co.

Richard C. Bylen

RICHARD C. BYLEN NOTARY PUBLIC FLORIDA STATE AT LARGE

STATE OF MISSOURI,

County of } ss. On this day of A. D. 19,

before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed. And the said further declare to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the day and year first above written.

My term expires A. D. 19

QUIT-CLAIM DEED.

FROM

TO

Filed for Record this day

of A. D. 19

at o'clock minutes M.

Recorder.

Recorder's Fee, - - - - - - $

STATE OF MISSOURI,
County of MONTGOMERY } ss. IN THE RECORDER'S OFFICE.

I, CALVIN G. WINTER, Recorder of said County, do hereby certify that the within instrument of writing was, at 1 o'clock and 50 minutes P M., on the 11th day of Jan. A. D. 19 85 duly filed for record in my office, and is recorded in the records of this office in Book 281 at page

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Montgomery City, Mo. this 11th day of Jan. A. D. 19 85

CALVIN G. WINTER
Recorder.

Susie Sweet

BOOK 265 PAGE 570

FILED FOR RECORD
3 o'clock 40 min. P.m.
JUL 06 1981
CALVIN G. WINTER
Cir. Clk. & Ex-Officio Recorder
Montgomery County, Mo.

QUITCLAIM DEED

THIS INDENTURE, Made on the 24th day of June, A.D. One Thousand Nine Hundred and Eighty-One, by and between BURLINGTON NORTHERN RAILROAD COMPANY, (formerly Burlington Northern Inc.), a Delaware corporation, Grantor, and WELLSVILLE FIRE BRICK COMPANY, a Missouri corporation of West Highway 19, Wellsville, Missouri 63384, Grantee:

WITNESSETH, That the said Grantor, in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration to it paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents, Remise, Release and forever Quitclaim, without any covenants of warranty whatsoever, the following described lots, tracts, or parcels of land, to-wit:

PARCEL 1

All the right of way of Burlington Northern Railroad Company located in the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section 21, Township 50 North, Range 6 West of the Fifth Principal Meridian, specifically being a triangular shaped parcel of land lying Southwesterly of a line located 50 feet Northeasterly at right angles and parallel with the centerline of the former mainline railroad track of Burlington Northern Railroad Company's Old Monroe to Mexico, Missouri Branch Line that crossed the said Quarter-Quarter Section in a Northwesterly and Southeasterly direction.

PARCEL 2

That part of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 28, Township 50 North, Range 6 West of the Fifth Principal Meridian, specifically being a triangular shaped parcel of land described as follows:

Beginning at the Northeast corner of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 28; thence Westerly along the North line of said Quarter-Quarter Section 138.0 feet; thence South 396.6 feet to a point 50 feet Southwesterly at right angles from the centerline of former mainline track of Burlington Northern Railroad Company's Old Monroe to Mexico, Missouri Branch Line; thence North 68° 12' West, along a line parallel with said centerline of the former mainline railroad track to the said North line of Quarter-Quarter Section; thence Easterly 947.7 feet to the point of beginning.

PARCEL 3

A strip of land of 100 feet of even width, being 50 feet on each side of the centerline of the former mainline railroad track of Burlington Northern Railroad Company's Old Monroe to Mexico, Missouri Branch Line in said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 28, Township 50 North,

571

Range 6 West of the Fifth Principal Meridian.

The said former mainline railroad track being located in a Northwesterly and Southeasterly direction across said Quarter-Quarter Section and its centerline is described as follows:

Beginning at the Northeast corner of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 28; thence Southerly along the East line of said Quarter-Quarter Section 400.7 feet to the point of beginning of said track centerline; thence Northwesterly 148.9 feet to a point 342.6 feet South and 138.0 feet West of the said Northeast corner of the Quarter-Quarter Section and there to end.

It being the intention to convey a strip of land of 100 feet of even width between the East line of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 28 and the East line of Parcel 2 herein conveyed.

PARCEL 4

That part of the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 27, Township 50 North, Range 6 West of the Fifth Principal Meridian, described as follows:

Beginning at a point of intersection of the Southerly line of Burlington Northern Railroad Company's 100-foot wide right of way of its former Old Monroe to Mexico, Missouri Branch Line and the Westerly line of said Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 27; thence Southeasterly along the said Southerly right of way line 560 feet; thence Southwesterly to a point in said Westerly line of Quarter-Quarter Section 370 feet Southerly from the point of beginning as measured along said Westerly line; thence Northerly 370 feet to the point of beginning.

PARCEL 5

A strip of land 100 feet of even width being 50 feet on each side of the centerline of the former mainline railroad track of Burlington Northern Railroad Company's Old Monroe to Mexico, Missouri Branch Line in said Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 27, Township 50 North, Range 6 West of the Fifth Principal Meridian that lies Westerly of a line located 560 feet Easterly as measured along the Southerly line of said 100 foot wide strip of land and parallel with the West line of said Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 27.

The said former mainline railroad track being located in a Northwesterly and Southeasterly direction across said Quarter-Quarter Section and its centerline is described as follows:

Beginning at a point in the East line of said Quarter-Quarter Section 1237.4 feet Northerly of its Southeast corner as measured along said East line; thence Northwesterly 2857.8 feet to a point in the West line of said Quarter-Quarter Section which is 400.7 feet Southerly of its Northwest corner as measured along its West line and there to end.

All of the herein described parcels being situated in Montgomery County, State of Missouri.

TOGETHER WITH and including Grantor's railroad tracks number 1 and 2 and appurtenances located across the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 28, Township 50 North, Range 6 West of the Fifth Principal Meridian, Montgomery County, State of Missouri and located across Parcel 4 herein conveyed.

GRANTOR DOES HEREBY further transfer, assign and set over unto Grantee, its successors and assigns forever, all its rights in and to parcels of land granted in Easement Instrument dated September 30, 1927 from Mathias F. Haines and Minnie B. Haines, his wife, to Chicago, Burlington & Quincy Railroad Company, recorded in the Office of the Recorder of Deeds for Montgomery County, Misssouri on October 20, 1927 in Book 126 at Page 180 for the purpose of constructing, maintaining, renewing and operating railroad tracks thereon.

EXCEPTING AND RESERVING, however, unto said Grantor, its successors and assigns, all of the coal, oil, gas, casinghead gas and all ores and minerals of every kind and nature underlying the surface of all the parcels herein conveyed, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of said parcels herein conveyed.

Also, EXCEPTING AND RESERVING, however, unto Grantor, its successors and assigns, its contractors and designees, an easement with the right of ingress and egress upon and across all the parcels herein conveyed for a period of one year from the date herein for the purpose of removing trackage, ties and appurtenances thereto on the land described in said Parcels 1, 2, 3, and 5.

Also, EXCEPTING AND RESERVING, however, unto Grantor, its successors and assigns, its contractors and designees, an easement with the right of ingress and egress upon and across all the parcels herein conveyed for a period of one year from the date herein to gain entry to Grantor's former Old Monroe to Mexico, Missouri Branch Line right of way adjoining the West side of Parcel 1 and the East side of Parcel 5 herein conveyed for removal operations of Grantor's trackage, ties, and appurtenances.

The Grantee and for its successors and assigns, by acceptance of this deed hereby releases and forever discharges the Grantor from any and all present or future obligations of the Grantor, for the construction of or continued maintenance thereto of any railroad fences, snow fences, road crossings, cattle guards, gates, farm crossings, bridges, drainage or irrigation pipes, if any, located and situate on all the parcels herein conveyed.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee, and its successors and assigns FOREVER; so that neither the said Grantor, nor its successors or assigns,

573

nor any other person or persons for or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, Burlington Northern Railroad Company has caused its corporate name to be hereunto signed by its Vice President, and its corporate seal to be hereto affixed the date and year first above written.

BURLINGTON NORTHERN RAILROAD COMPANY

BY J. C. Kenady
Vice President

ATTEST:

BY R. J. Morin
Assistant Secretary

ACCEPTED:

WELLSVILLE FIRE BRICK COMPANY

BY George H. Taylor
Title: Executive Vice President

STATE OF MINNESOTA)
)ss,
COUNTY OF RAMSEY)

On this 24th day of June, A.D. 1981, before me, a Notary Public, in and for the State of Minnesota, appeared J. C. Kenady to me personally known, who, being by me duly sworn, did say that he is the Vice President of Burlington Northern Railroad Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of

574

Directors, and said J. C. Kenady acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Ramsey County, Minnesota, the day and year first above written.

Notary Public

J. W. THAYER
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires Nov. 17, 1985

GENERAL WARRANTY DEED.

186-79

THIS INDENTURE, Made on the 24th day of June A. D. One Thousand Nine Hundred and sixty, by and between Minnie B. Haines

of Montgomery County, Missouri part y of the first part, and The Wellsville Fire Brick Co., a Missouri Corporation

of the County of Montgomery in the State of Missouri part y of the second part,

WITNESSETH: That the said part y of the first part, in consideration of the sum of one dollar and other valuable consideration---------- DOLLARS, to h paid by the said part y of the second part, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said part y of the second part, its heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of Montgomery and State of Missouri, to-wit: ~~XX~~ A 5.46 Acre Plot lying in the North half of Sec. 28, Twp. 50, Range 6 West, in Montgomery Co., Mo., more particularly described as follows: Begin at an iron pipe in the Northerly right-of-way of Missouri State Highway No. 19 and approximately 1156 feet East of the east line of said Section 28, as shown on a survey dated August 1957 on file in the office of the Montgomery County Surveyor, and run North 17 minutes East, 1050.2 feet, thence South 89 degrees 43 minutes East 468 feet, thence South 24 degrees 16 minutes West 1150 feet to the place of beginning.

This conveyance is subject to all existing streets and alleys, public roads and highways,

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said part y of the second part, and unto its heirs and assigns, forever, the said First Party

hereby covenanting that she is lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that she ha s good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by her or those under whom she claim,

and that she will Warrant and Defend the title to the said premises unto the said part y of the second part, and unto its heirs and assigns, forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said part y of the first part ha s hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of us:

Minnie B. Haines [SEAL.]

[SEAL.]

[SEAL.]

[SEAL.]

STATE OF MISSOURI, County of Montgomery. } ss. On this ____ day of ____ 19____, before m

personally appeared ____

and ____

his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they execute the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my offi in ____ the day and year first above written.

My term expires ____ 19____

STATE OF MISSOURI, County of Montgomery. } ss. On this 21th day of June 1960, before m

personally appeared Minnie B. Haines

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed. And the said Minnie B. Haines further declare herself to be single and unmarri

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my off in Wellsville, Missouri the day and year first above written.

My term expires 7 Dec. 19 60.

C B Fulmer

Notary Public

General Warranty Deed

FROM

TO

Filed for Record this 1 day of December A. D. 1960 at 4 o'clock — minutes P. M.

Wilford Wilson Recorder.

By ____ Deputy

STATE OF MISSOURI, County of Montgomery. } ss. IN THE RECORDER'S OFFICE.

I, ____, Recorder of said County, do hereby certify that the within instrument of writ was at ____ o'clock and ____ minutes ____ M., on the ____ day of ____ 19____ duly filed for record in my office, and is duly recorded in the records of this office in Book ____ at page ____

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Montgom City, this ____ day of ____ A. D. 19____

Recorder

By ____ Depu

184-85

CLAIRE-BUYERS CO., SPRINGFIELD, MO. C-3395

This Indenture, Made on the 20th day of February A. D. One Thousand Nine Hundred and fifty-nine by and between Minnie B. Haines

of Wellsville, Montgomery County, Missouri

part y of the first part, and Wellsville Fire Brick Company, A Missouri Corporation

of the County of Montgomery in the State of Missouri part y of the second part:

WITNESSETH, That the said part y of the first part, in consideration of the sum of four thousand and 00/100---------- DOLLARS,

to her paid by the said part y of the second part, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said part y of the second part, its successors and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of Montgomery and State of Missouri, to-wit: A strip of land three hundred feet wide by eleven hundred fifty six feet long off the north side of the East part of the Southeast Quarter of the Northeast Quarter of Section 28, Township 50, Range 6 West containing eight acres more or less and reserving unto the Grantor a passage way across the East end of said eight acre plot----------

REVENUE STAMPS AMOUNT OF $ 4.40 ON THIS DEED AND CANCELLED

This conveyance is subject to all existing streets and alleys, public roads and highways,

TO HAVE AND TO HOLD The premises aforesaid, with all and singular the Rights, Privileges, Appurtenances and Immunities thereto belonging or in anywise appertaining, unto the said part y of the second part, and unto its successors and assigns, Forever; the said first party hereby covenanting that she lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that she has good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by her or those under whom she claims; and that she will Warrant and Defend the title to the said premises unto the said part y of the second part; and unto its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said part y of the first part has hereunto set her hand and seal, the day and year first above written.

Signed, Sealed, and Delivered in Presence of Us:

Minnie B. Haines (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF MISSOURI, County of Montgomery, } ss.

On this day of A. D. 19 , before me personally appeared

and , his wife,

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

(SEAL)

My term expires 19 Notary Public.

STATE OF MISSOURI, County of Montgomery, } ss.

On this 20th day of February A. D. 1959, before me personally appeared Minnie B. Haines

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed. And the said Minnie B. Haines further declare herself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Wellsville, Missouri the day and year first above written.

(SEAL)

C. P. Lehnen

My term expires 7 Dec 1960 Notary Public.

Filed for record in my office this 10th day of July 1959, at 11 o'clock - minutes A M.

By Betty Rayfield Deputy Willard Woodson Recorder.

REMARKS:

ELKINS-SNYDER CO., SPRINGFIELD, MO. B-8487

1814

This Indenture, Made on the 29th day of August, A. D. One Thousand Nine Hundred and Fifty Seven, by and between Minnie B. Haines (single)

of Wellsville, Montgomery County, Missouri party y of the first part, and Wellsville Fire Brick Company, a Missouri Corporation

of the County of Montgomery in the State of Missouri, party y of the second part.

WITNESSETH: That the said party y of the first part, in consideration of the sum of one dollar and other valuable consideration DOLLARS to her paid by the said party y of the second part, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN and SELL, CONVEY AND CONFIRM, unto the said party y of the second part, its heirs and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Montgomery and State of Missouri, to-wit:

All that part of the east one half of section twenty-eight (28), township fifty (50), range six (6), more particularly described as follows: Beginning at a point on the north line of the south one-half of the northeast quarter of section twenty-eight, township fifty, range six west, Montgomery County, Missouri, said point being 1156 feet west of the east line of said section twenty-eight, from said point of beginning south 0° 17' West 1350.2 feet to the northeast right of way line of State Highway No. 19, thence commencing in a direction north 44° 07' west along and following the northeast right of way line of said State Highway No. 19 parallel to and 30 feet distant from the center line of said State Highway as now located, 1905 feet, more or less to the north line of the south one half of the northeast quarter of said section twenty-eight; thence north 89° 34' east along the north line of said south one-half of the northeast quarter of section twenty-eight 1352.6 feet to the point of beginning, containing 20.43 acres.

Said transaction being subject to right of way deed to Pan Handle Eastern Pipe line Co. of Kansas City, Mo. and successors and assigns filed in book 128 at page 601, Recorders Office, Montgomery City, Missouri.

This conveyance is subject to all existing streets and alleys, public roads and highways,

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party y of the second part, and unto its heirs and assigns, forever, the said first party hereby covenanting that she is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that she has good right to convey the same; that the said premises are free and clear of any incumbrance done or suffered by her or those under whom she claim and that she will Warrant and Defend the title to the said premises unto the said party of the second part, and unto its heirs and assigns, forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said party y of the first part has hereunto set her hand and seal, the day and year first above written.

Signed, Sealed and Delivered in Presence of us:

Minnie B. Haines (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF MISSOURI, County of Montgomery. } ss. On this day of , 19 , before me personally appeared and his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

(SEAL)

Notary Public.

My term expires 19 .

STATE OF MISSOURI, County of Montgomery. } ss. On this 29th day of August, 19 57, before me personally appeared Minnie B. Haines to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed. And the said Minnie B. Haines further declared herself to be single and unmarried.

(SEAL)

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in Wellsville, Missouri the day and year first above written.

C. P. Lehnen

Notary Public.

My term expires 7 Dec. 19 60.

The foregoing Deed was filed for record in this office on the 28 day of September A. D. 19 57, at 9 o'clock -- minutes A. M.

By Hannah Schaaf Deputy. Alden M. McKinney Recorder.

WARRANTY DEED, WITH STATUTORY ACKNOWLEDGMENTS.

174-40

This Indenture, Made on the 13th day of October, A. D. One Thousand Nine Hundred and Fifty-three, by and between Minnie B. Haines

of Montgomery County, Missouri party y of the first part, and Wellsville Fire Brick Company, a Missouri Corporation

of the County of Montgomery in the State of Missouri, party y of the second part.

WITNESSETH: That the said party y of the first part, in consideration of the sum of Five hundred Dollars - - - - - - - - - - - - - - - - - - DOLLARS to her paid by the said party y of the second part, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN and SELL, CONVEY AND CONFIRM, unto the said party y of the second part, its heirs and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Montgomery and State of Missouri, to-wit:

All the south one-half of a strip of land running the entire width of the north half of north-east quarter of Section twenty-eight (28), township fifty (50) north, range six (6) west and off the east end of saud react, being in all two acres more or less.

Excepting and reserving unto the said grantor, her heirs and assigns full and free right and liberty at all times hereafter, to use a passage-way over said land for all purposes connected with the use and occupation of the said grantor's other lands adjoining the same.

REVENUE STAMPS
AMOUNT OF $ .55
ON THIS DEED AND
CANCELLED

This conveyance is subject to all existing streets and alleys, public roads and highways,

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party y of the second part, and unto its heirs and assigns, forever, the said first party hereby covenanting that she is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that she has s good right to convey the same; that the said premises are free and clear of any incumbrance done or suffered by her or those under whom she claim and that she will Warrant and Defend the title to the said premises unto the said party y of the second part, and unto its heirs and assigns, forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said party y of the first part has hereunto set her hand and seal, the day and year first above written.

Signed, Sealed and Delivered in Presence of us:

Minnie B. Haines (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF MISSOURI, County of Montgomery. } ss. On this day of , 19 , before me personally appeared and his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

[SEAL]

Notary Public.

My term expires 19

STATE OF MISSOURI, County of Montgomery. } ss. On this 13th day of October, 19 53, before me personally appeared Minnie B. Haines to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed. And the said Minnie B. Haines further declare herself to be single and unmarried.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in Wellsville, Missouri the day and year first above written.

[SEAL]

C. P. Lehnen
Notary Public.

My term expires 25 Nov. 1956

The foregoing Deed was filed for record in this office on the 25th day of March A. D. 1954, at 10 o'clock 10 minutes A. M.

By B. A. Reed Deputy. Alden M. McKelvey Recorder.

GEO. D. BARNARD STATIONERY CO., ST. LOUIS

109-57

This Indenture, Made on the 30th day of October A. D. One Thousand Nine Hundred and Nineteen, by and between W.J.Gilbert and Anna May Gilbert his wife

of Cook County Illinois parties of the first part, and The Wellsville Fire Brick Company

of the County of Montgomery in the State of Missouri part y of the second part; WITNESSETH, That the said parties of the first part, in consideration of the sum of One dollar and other valuable consideration DOLLARS, to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part, its heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of Montgomery and State of Missouri, to-wit: All

The south half of the northeast quarter of the northeast quarter of section twenty eight (28) township fifty (50) range six (6) west Montgomery County Missouri.

REVENUE STAMPING AMOUNT OF $ 2.00 ON THIS DEED AND CANCELLED

This conveyance is subject to all existing streets and alleys, public roads and highways Party of the second part assuming to pay taxes due and ayable for the year of 1918 and thereafter

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part, and unto its heirs and assigns, forever; the said parties of the first part hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they have good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them or those under whom they claim and that they will Warrant and Defend the title to the said premises unto the said party of the second part, and unto its heirs and assigns, forever, against the lawful claims and demands of all persons whomsoever.

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

Signed, Sealed and Delivered in Presence of Us:

W.J.Gilbert [SEAL]

Anna May Gilbert [SEAL]

[SEAL]

[SEAL]

STATE OF ~~Missouri~~ Illinois } ss.
County of ~~Montgomery~~ Cook. }

On this 30th day of October 1919, before me personally appeared W.J.Gilbert and Anna May Gilbert his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Chicago Illinois the day and year first above written.

(SEAL)

Wilmer Allen White
Notary Public

My term expires April 29, 192 2

STATE OF MISSOURI, } ss.
County of Montgomery. }

On this day of 192, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed. And the said further declare to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

My term expires 192

The foregoing Deed was filed for Record this 15 day of July A. D. 192 0, at 8 o'clock minutes A. M.

BY ..... Deputy. ..... Recorder.

5100
Montg. Co.
Survey

Sec 21

BOUNDARY LINE AGREEMENT

This Agreement, made and entered into this 10 day of JUNE, 1996, by and between Wellsville Fire Brick Company, a Missouri corporation, Party of the First Part, and Lorraine Harness, Personal Representative of the Estate of George W. Lehnen, Jr., deceased, Party of the Second Part, and D. C. Lehnen, Peirrie B. Lehnen, Dennis A. Lehnen, Judith Lehnen, Lande T. Lehnen, Faye Lehnen, Kerry B. Lehnen, Denise Lehnen, Hugh D. Lehnen and Yvonne Lehnen, Parties of the Third Part.

WHEREAS, Party of the First Part is the owner of the following described real estate located in Montgomery County, Missouri, to-wit:

> The Southeast Quarter of the Southeast Quarter of Section Twenty-one (21) and the Southwest Quarter of the Southwest Quarter of Section Twenty-two (22), all located in Township 50 North, Range 6 West; and

WHEREAS, George W. Lehnen, Jr., deceased, was, at the time of his death, the owner of the following described real estate located in Montgomery County, Missouri, to-wit:

> The Northeast Quarter of the Southeast Quarter of Section Twenty-one (21); the Northwest Quarter of the Southwest Quarter of Section Twenty-two (22); and the East Half of the Southwest Quarter of Section Twenty-two (22) except fifteen (15) acres off of the South and of said tract all in Township 50 North, Range 6 West; and

WHEREAS, Parties of the Third Part are the owners of the following described real estate located in Montgomery County, Missouri, to-wit:

> Fifteen (15) acres off the South and of the East Half of the Southwest Quarter of Section Twenty-two (22), Township 50 North, Range 6 West; and

WHEREAS, the above-described real estate owned by Party of the First Part is contiguous to the above-described real estate owned by Party of the Second Part and Parties of the Third Part; and

WHEREAS, to resolve and avoid any past, present or future disputes as to the boundary line among the parties,

NOW, THEREFORE, THE UNDERSIGNED PARTIES AGREE AS FOLLOWS:

1. It is agreed among the parties that the boundary line between the above-described real estate owned by Party of the First Part and the above-described real estate owned by Party of the Second Part and Parties of the Third Part shall be a line described as follows:

> A line located in the Southeast Quarter of Section Twenty-one (21) and the Southwest Quarter of Section Twenty-two (22), Township 50 North, Range 6 West, and being more particularly described as follows: Commencing at the Southwest Corner of Section Twenty-two (22), thence North 87 degrees 55' 56" West, 1311.66 feet to the point of beginning of the boundary line herein described; thence North 00 degrees 22' 27" West, 1293.30 feet to a point, thence North 88 degrees 55' 46" West, 1327.00 feet to a point, thence North 88 degrees 48' 01" West, 1323.88 feet to the end point of said boundary line. All as shown on a plat by D.K. Surveying and Engineering attached hereto as Exhibit "A".

2. Party of the First Part hereby remises, releases and quit-claims unto the Party of the Second Part all that part of the above-described property belonging to Party of the First Part which lies East of the above-described boundary line.

3. Party of the First Part hereby remises, releases and quit-claims unto the Parties of the Third Part all that part of the above-described property belonging to the Party of the First Part which lies East and North of the above-described boundary line.

4. This Agreement shall be binding on the parties and their respective heirs, successors, assigns and personal representatives.

Wellsville Fire Brick Company

By George H. Taylor
George H. Taylor, President

Lorraine Harness, Personal Representative of the Estate of George W. Lehnen, Jr., deceased

VOL 0370 PAGE 530

D. C. Lehnen

Peirrie B. Lehnen

Lande T. Lehnen

Faye Lehnen

Dennis A. Lehnen

Judith Lehnen

Kerry B. Lehnen

Denise Lehnen

Hugh D. Lehnen

Yvonne Lehnen

STATE OF MISSOURI)
)
COUNTY OF MONTGOMERY)

On this 10th day of June, 1996, before me personally appeared George H. Taylor to me personally known, who, being by me duly sworn, did say that he is the President of Wellsville Fire Brick Company, a Missouri Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said George H. Taylor acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the County and State the day and year first above written.

Joyce Fort, Notary Public

My commission expires: November 6, 1998.

JOYCE FORT NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

00531

VOL 0370 PAGE 531

STATE OF MISSOURI)
)
COUNTY OF _____)

On this 12th day of June, 1996, before me personally appeared Lorraine Harness to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed as Personal Representative of the estate of George W. Lehnen, Jr., deceased.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Joyce Fort
Joyce Fort, Notary Public

JOYCE FORT NOTARY PUBLIC SEAL STATE OF MISSOURI

My commission expires: 11/6/98.

STATE OF MISSOURI)
)
COUNTY OF MONTGOMERY)

On this 12th day of June 1996, 1996, before me, personally appeared D. C. Lehnen and Peirrie B. Lehnen, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State the day and year first above written.

Joyce Fort
Joyce Fort, Notary Public

JOYCE FORT NOTARY PUBLIC SEAL STATE OF MISSOURI

My commission expires: 11/6/98.

STATE OF MISSOURI)
)
COUNTY OF MONTGOMERY)

On this 12th day of June, 1996, before me, personally appeared Dennis A. Lehnen and Judith Lehnen, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State the day and year first above written.

Joyce Fort, Notary Public

My commission expires: 11/6/98.

STATE OF MISSOURI)
)
COUNTY OF MONTGOMERY)

On this 12th day of June, 1996, before me, personally appeared Lande T. Lehnen and Faye Lehen, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State the day and year first above written.

Joyce Fort, Notary Public

My commission expires: 11/6/98.

STATE OF MISSOURI)
)
COUNTY OF MONTGOMERY)

On this 12th day of June, 1996, before me, personally appeared Kerry B. Lehnen and Denise Lehnen, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State the day and year first above written.

Joyce Fort
Joyce Fort, Notary Public

My commission expires: November 6, 1998

00533

VOL 0370 PAGE 533

STATE OF MISSOURI)
)
COUNTY OF MONTGOMERY)

On this 12th day of June, 1996, before me, personally appeared Hugh D. Lehnen and Yvonne Lehnen, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

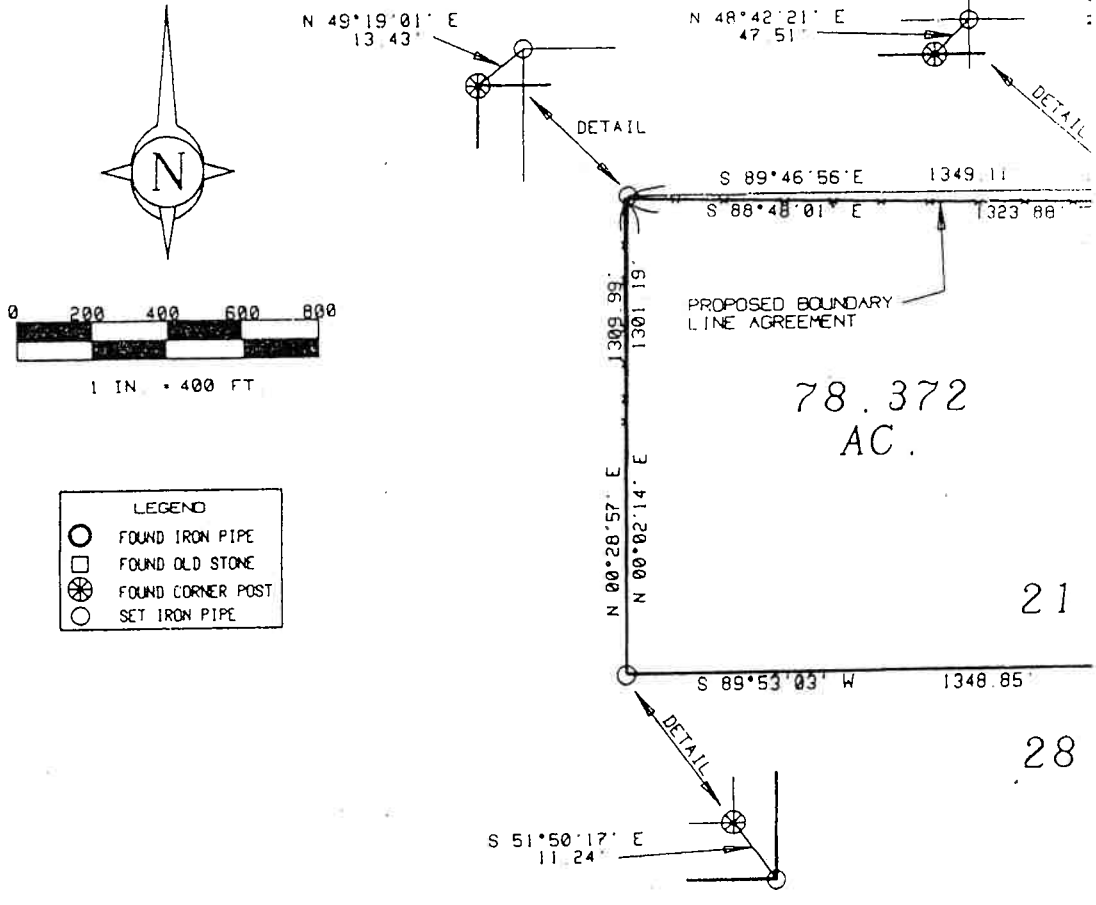
In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State the day and year first above written.

Joyce Fort, Notary Public

NOTARY PUBLIC SEAL JOYCE FORT STATE OF MISSOURI

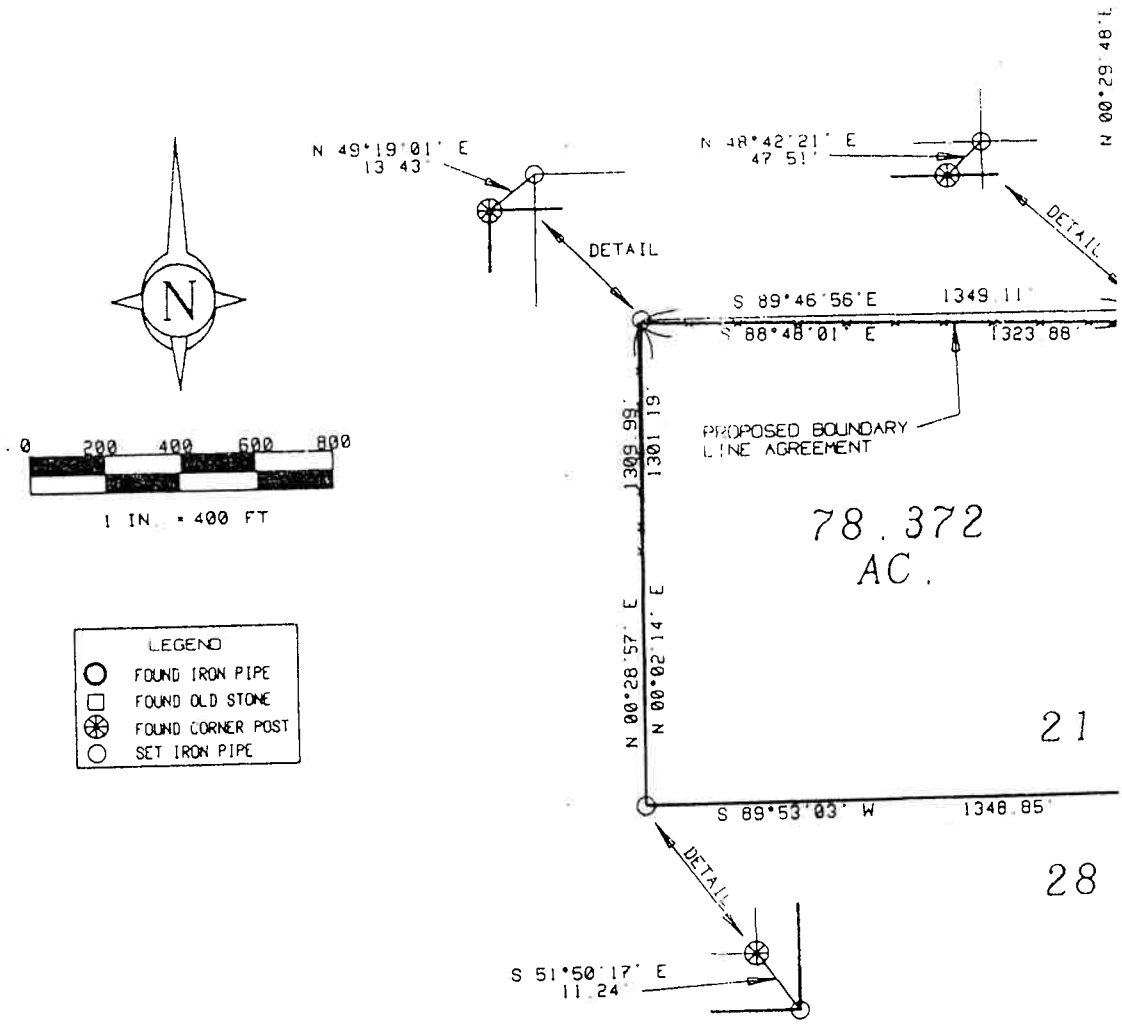
My commission expires: 11/6/98.

EXHIBIT "A"


N
0 200 400 600 800
1 IN = 400 FT
LEGEND
FOUND IRON PIPE
FOUND OLD STONE
FOUND CORNER POST
SET IRON PIPE
N 49°19'01" E
13.43'
DETAIL
N 48°42'21" E
47.51'
DETAIL
S 89°46'56" E 1349.11'
S 88°48'01" E 1323.88'
PROPOSED BOUNDARY
LINE AGREEMENT
N 00°28'57" E 1309.99'
N 00°02'14" E 1301.19'
78.372
AC.
S 89°53'03" W 1348.85'
DETAIL
S 51°50'17" E
11.24'

00535

VOL 0370 PAGE 535



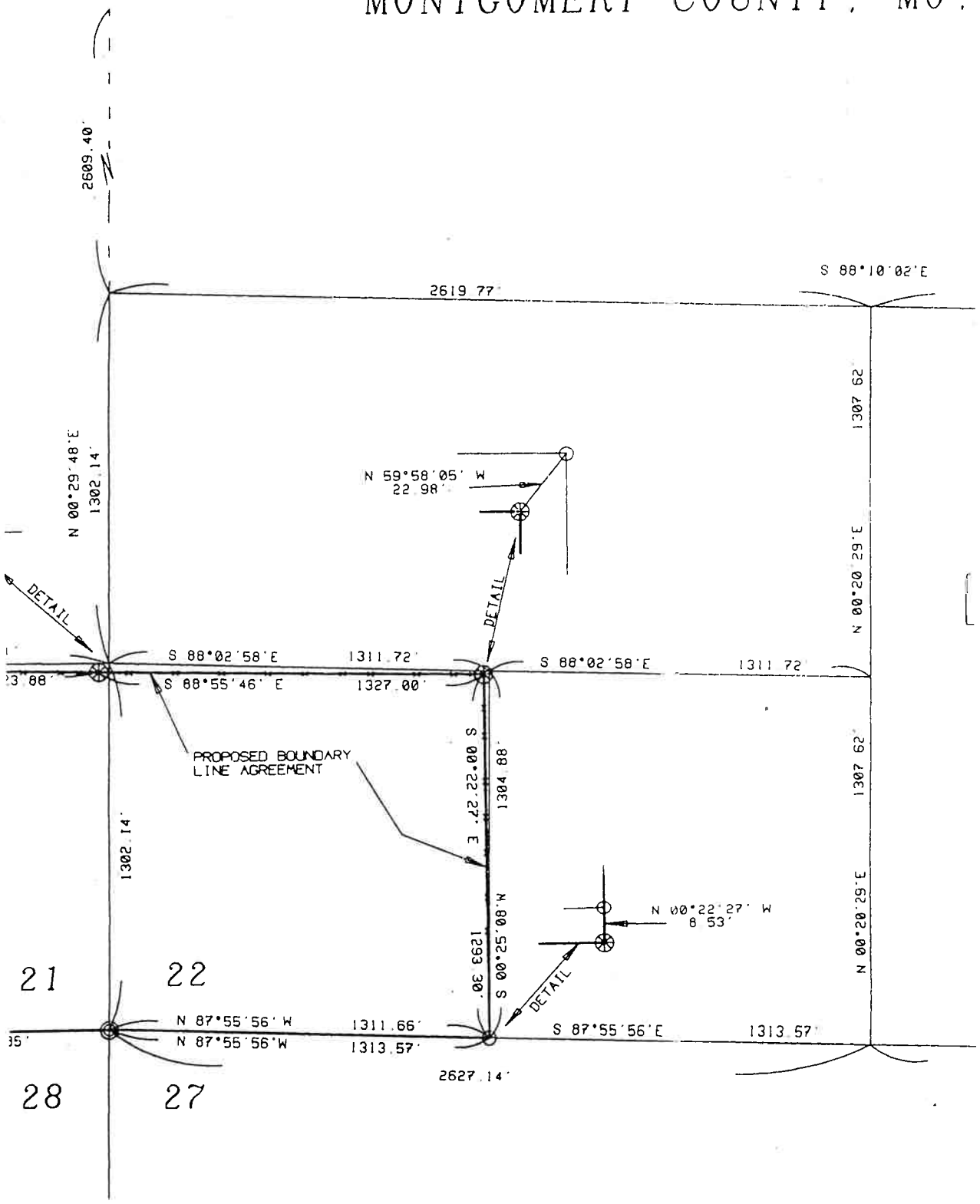
D. K. SUR. & ENG. 815 BENTON MONTGOMERY CITY, MO. 63361 314/564/2648

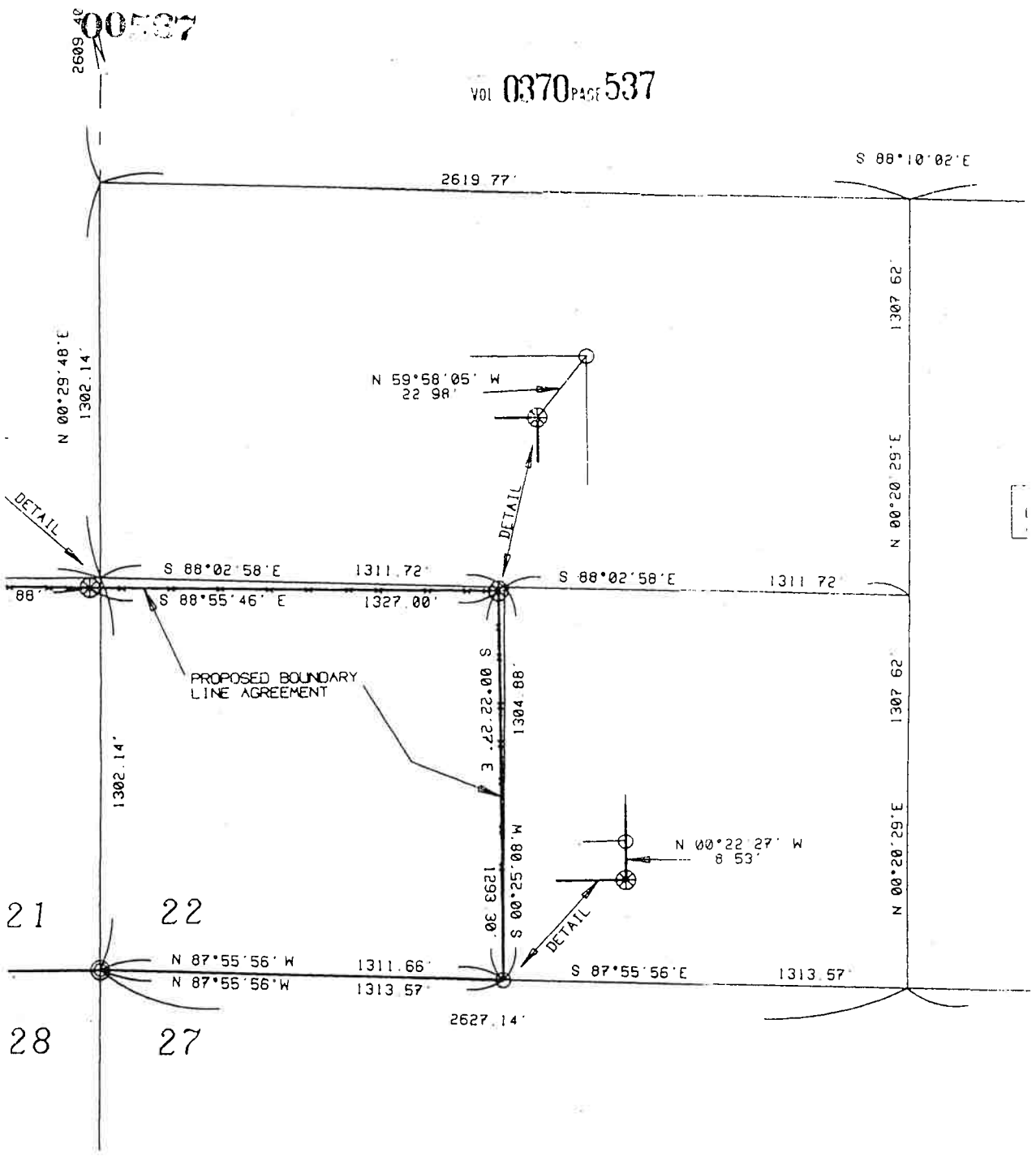
THIS IS TO CERTIFY THAT AT THE REQUEST OF WELLSVILLE FIRE BRICK CO.
WE HAVE MADE A SURVEY AS SHOWN UPON THIS PLAT. THIS SURVEY IS IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE DEPARTMENT OF NATURAL RESOURCES DIVISION OF GEOLOGY AND LAND SURVEYING AND THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS. THIS SURVEY IS SUBJECT TO RESERVATIONS RESTRICTIONS, COVENANTS, EASEMENTS AND RIGHTS OF WAY IF ANY.

DENNIS KALLASH L.S. 2440 MONTGOMERY COUNTY SURVEYOR DATE: MARCH 1

VOL 0370 PAGE 536

PART OF THE SOUTHEAST 1/4 OF SEC
& PART OF THE SOUTHWEST 1/4 OF SE
TOWNSHIP 50 NORTH , RANGE 6
OF THE 5th P.M.
MONTGOMERY COUNTY, MO.





STATE OF MISSOURI
DENNIS
KALLASH
NUMBER
LS-2440
REGISTERED LAND SURVEYOR

5-96

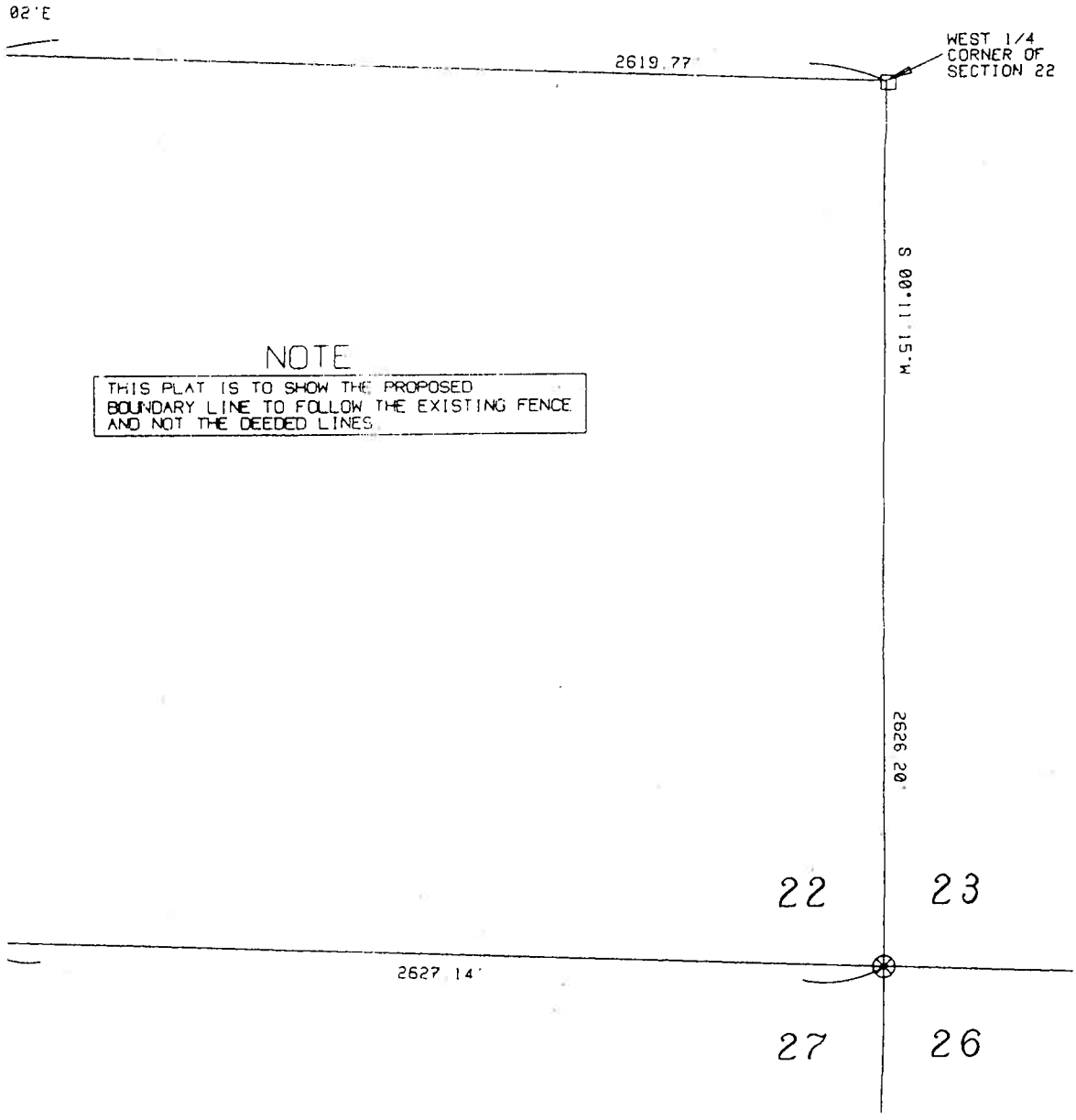
SURVEYING
ENGINEERING

RCH 1996

VOL 0370 PAGE 538

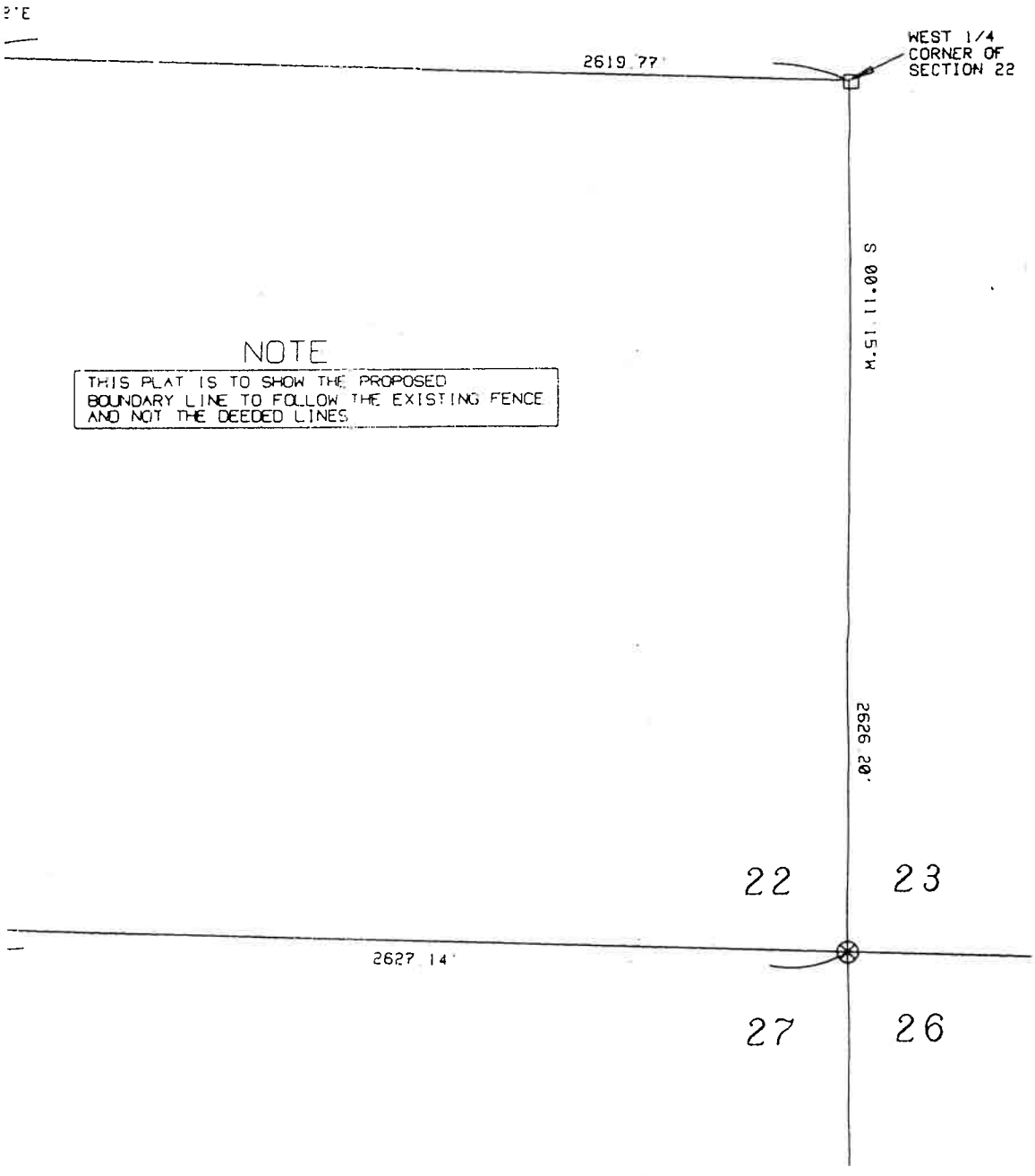
SECTION 21,
SECTION 22
6 WEST

MO.



00539

VOL 0370 PAGE 539



NOTE

THIS PLAT IS TO SHOW THE PROPOSED BOUNDARY LINE TO FOLLOW THE EXISTING FENCE AND NOT THE DEEDED LINES

STATE OF MISSOURI
COUNTY OF MONTGOMERY

The foregoing instrument was filed for record in my office on the 13 day of June 19 96 at the hour of 11 o'clock and 14 minutes a M., and recorded in DEED Book 370 on page 528

Witness my hand and office seal

Patricia Bufka, Circuit Clerk and Recorder

Patricia Bufka

By Kathy Beagan Deputy

WFB80

GENERAL WARRANTY DEED.

This Indenture, Made on the 14th day of December A. D. One Thousand Nine Hundred and 17
by and between E. E. Marlow and Emma F. Marlow his wife and J. D. Marlow and Bernice Marlow, his wife, of Montgomery County, Missouri, parties of the first part, and W. J. Gilbert

of the County of Cook in the State of Illinois part y of the second part; WITNESSETH, That the said parties of the first part, in consideration of the sum of One Dollar & other Valuable considerations/100 DOLLARS, to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part, his heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of Montgomery and State of Missouri, to-wit: All

The South half of the northeast quarter of the northeast quarter section 28. Township 50 range 6 west. Montgomery County Missouri.

102-103

REVENUE STAMPS
AMOUNT OF $ 2.00
ON THIS DEED AND
CANCELLED

This conveyance is subject to all existing streets and alleys, public roads and highways party of the second part assuming to pay taxes due and payable for the year 1918 and thereafter

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part, and unto his heirs and assigns, forever; the said first parties hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they have good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them or those under whom they claim, and that they will Warrant and Defend the title to the said premises unto the said party of the second part, and unto his heirs and assigns, forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal, the day and year first above written.

Signed, Sealed and Delivered in Presence of Us:

E. E. Marlow [SEAL.]
Emma F. Marlow [SEAL.]
J. D. Marlow [SEAL.]
Bernice Marlow [SEAL.]

STATE OF MISSOURI, County of Montgomery. } ss.

On this 20th day of Dec 1917, before me personally appeared E. E. Marlow and Emma F. Marlow his wife and J. D. Marlow and Bernice Marlow his wife, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Wellsville, Mo. the day and year first above written.

(Seal)

Thomas R. Shelby
Notary Public

My term expires Oct 17- 1918

STATE OF MISSOURI, County of Montgomery. } ss.

On this day of 191, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed. And the said further declare to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

My term expires 191

The foregoing Deed was filed for Record this 27th day of May A. D. 1918, at 8 o'clock — minutes A. M.

By Deputy. H E Meyer Recorder.

104

GENERAL WARRANTY DEED.

This Indenture, Made on the 14th day of December A. D. One Thousand Nine Hundred and 17 by and between E. E. Marlow and Emma a Marlow his wife and J. D. Marlow and Bernice Marlow his wife of Montgomery county mo parties of the first part, and W. J. Gilbert of the County of Cook in the State of Illinois part of the second part; WITNESSETH, That the said parties of the first part, in consideration of the sum of One Dollar & other Valuable considerations /100 DOLLARS, to them paid by the said part of the second part, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm unto the said part of the second part, his heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of Montgomery and State of Missouri, to-wit: All

Beginning at a point 138 ft west and 396.6 ft south of the Northeast corner Section 28. township 50 N. range 6. W. thence South 290. 4 ft thence west 40 ft. thence north and west along a curve line with a radius 373. 7 ft. 240 ft mor or less. to the Southerly line of the C. B. & Q. R. R. Co.s. right of way thence Southeasterly along said line of C. B. & Q. R. R. Co. right of way line 240 ft to point of beginning containing 0.88 acres more or less. The above described parcel of land being a part of the northeast quarter northeast quarter Section 28. township 50. N. Range 6. W. Montgomery County Missouri.

102-104

This conveyance is subject to all existing streets and alleys, public roads and highways party of the second part assuming the pay taxes due and payable for the year 1918 and thereafter

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said part of the second part, and unto his heirs and assigns, forever; the said first parties hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they have good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them or those under whom they claim and that they will Warrant and Defend the title to the said premises unto the said part of the second part, and unto his heirs and assigns, forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

E. E. Marlow [SEAL.]
Emma F. Marlow [SEAL.]
J. D. Marlow [SEAL.]
Bernice Marlow [SEAL.]

Signed, Sealed and Delivered in Presence of Us:

STATE OF MISSOURI, County of Montgomery. } ss. On this 20th day of Dec 1917, before me personally appeared E. E. Marlow and Emma F. Marlow his wife and J. D. Marlow and Bernice Marlow his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Wellsville, mo the day and year first above written.

(Seal)

Thomas K. Shelby
Notary Public

My term expires Oct 17. 1918

STATE OF MISSOURI, County of Montgomery. } ss. On this day of 191, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed. And the said further declare to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

My term expires 191

The foregoing Deed was filed for Record this 27 day of Mar A. D. 1918 at 8 o'clock — minutes A. M.

The Valuation on this land is $85.00

This Indenture, Made on the 14 th day of December A. D. One Thousand Nine Hundred and 17
by and between E. E. Marlow and Emma F. Marlow his wife and J. D. Marlow and of Montgomery County, Bernice Marlow his wife
~~of Missouri~~ parties of the first part, and W. J. Gilbert

of the County of Cook in the State of Illinois part y of the second part; WITNESSETH, That the said parties of the first part, in consideration of the sum of One Dollar and Other Valuable considerations ~~100~~ DOLLARS to them paid by the said part y of the second part, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm unto the said part y of the second part, his heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of Montgomery and State of Missouri, to-wit: All

Beginning at a point 1335.9 ft South and 1486.5 ft west of the Northeast Corner Section 28. Township 50. N. Range 6. west. This point being in the South line of the north west quarter of the Northeast quarter of said Section 28. Thence South at right angles 516.1 ft Thence west to a point 1004.5 ft west of said point of beginning and 67.6 South ft Thence south westerly 60 feet more or less to Northerly line of public road. Thence northwesterly along north line of said public road to the point of intersection of this said line and the South line of the northwest quarter of the north east quarter Section 28 township 50 N. Range 6 W. Thence east along said South line 1142 feet to point of beginning. Containing 1.59 acres

102-105

REVENUE STAMPS
AMOUNT OF $ 50 ¢
ON THIS DEED AND
CANCELLED

This conveyance is subject to all existing streets and alleys, public roads and highways party of the second part assuming to pay taxes due and payable for the year 1918 and thereafter

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said part y of the second part, and unto his heirs and assigns, forever; the said parties of the first part hereby covenanting that they lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they ha ve good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them or those under whom they claim and that they will Warrant and Defend the title to the said premises unto the said part y of the second part, and unto his heirs and assigns, forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part ha ve hereunto set their hands and seal s the day and year first above written.

Signed, Sealed and Delivered in Presence of Us:

E. E. Marlow [SEAL.]
Emma F. Marlow [SEAL.]
J. D. Marlow [SEAL.]
Bernice Marlow [SEAL.]

STATE OF MISSOURI, County of Montgomery. } ss. On this 20 th day of Dec 1917 before me personally appeared E. E. Marlow and Emma F. Marlow his wife and J. D. Marlow and Bernice Marlow his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Wellsville Mo the day and year first above written.

Seal

Thomas K. Shelby
Notary Public

My term expires Oct. 17 1918

STATE OF MISSOURI, County of Montgomery. } ss. On this day of 191 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed. And the said further declare to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

My term expires 191

The foregoing Deed was filed for Record this 27 th day of May A. D. 1918, at 8 o'clock ~ minutes A M.

99-516

WARRANTY DEED,

THIS INDENTURE, Made on the 3rd day of October A.D. One Thousand Nine Hundred and Seventeen by an between Louis DesRuisseaux and Annie DesRuisseaux his wife. of Montgomery County, Missouri parties of the first part, and E.E. Marlow and J.D. Marlow of the County of Montgomery and State of Missouri, parties of the second part; WITNESSETH, That the said parties of the first part, in consideration of the sum of Eight-Thousand-Nine-Hundred-Sixty-Eight Dollars to them paid by the said parties of the second part, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said parties of the second part, their heirs and assigns, the following described Lots, Tracts or parcels of land, lying, being and situate in the County of Montgomery and State of Missouri, to-wit: of Lots numbered Two (2) Three (3) and Four (4) as shown and designated in the plat made part of the Commissioners report in partition filed in a certain partition proceedings at cause heretofore pending and adjudicated in the Circuit Court of Montgomery County Missouri for the division of the lands of James V. Delamatre, deceased. The Commissioners report in said case was made by John H. Reed, W.H. Pace, and Caleb Cox and is referred to in a certain deed of confirmation recorded in book 56 at page 209 of the Recorder's office of Montgomery County, Missouri, the tract of land herein conveyed may be further described as the entire north one-half (½) of the North east quarter (¼) of section Twenty-eight (28) Township Fifty (50) Range Six (6) west, and all of a Strip of four (4) acres adjoining the same on the south being a strip off the north side of the south one-half of said north-east quarter (¼) of said section Twenty-eight (28) Township Fifty (50) Range six (6) west, except a narrow strip along the east side of the North east quarter (¼) of said section twenty eight (28) Township fifty (50) Range six (6) west, containing four (4) acres more or less which was a part of Lot one (1) of said partition proceedings and which now belongs to one M.F. Haines, the tract of land herein conveyed being comprised of said Lots Two (2) Three (3) and four (4) originally comtained eighty (80) acres said land is sold subject to all taxes which may become due and payable during the year 1917, that is all taxes that were assessed in 1916 and payable in 1917, Subject to all existing Roads and Highways and to a conveyance heretofore made by Edwin B. Delamatre and Esther Ann Delamatre his wife, to the Chicago Burlington and Quincy Railway Company, which conveyance is of record in the Recorders office of Montgomery County Missouri, in record book No. 67, at page No. 37 and as a result of such conveyance to such Railway Company the acreage herein conveyed is reduced to Seventy-Six Acres, so that this deed calls for and conveys Seventy-Six (76) acres, more or less. This conveyance is subject to all existing streets and alleys, public roads and highways TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said parties of the second part, and unto their heirs and assigns, Forever, the said Louis DesRuisseaux and Annie DesRuisseaux his wife, covenanting that they are lawfully seized of an indefeasible Estate in fee in the premises herein conveyed; that they have good right to convey the same; and that the said premises are free and clear of any incumbrances done or suffered by them or those under whom they claim, and that they will warrant and Defend the title to the said premises unto the said parties of the second part, and unto their heirs and assigns, Forever, against the lawful claims and demands of all persons whomsoever. IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand- and seal- the day and year first above written.

Signed, Sealed and Delivered in presence of us,

Annie DesRuisseaux (SEAL)
Louis DesRuisseaux (SEAL)

This Deed of Trust released by Quit-Claim Deed recorded in Book ____ at Page ____ this ____ day of ____ 191__ Attest: ____ Recorder.

The debt mentioned in the within Deed of Trust having been fully paid and discharged, I hereby acknowledge satisfaction in full, and release the property herein conveyed from the lien and encumbrance this ____ day of ____ 191__

Recorder of Deeds. By ____ Deputy.

Assignee—Beneficiary.

State of Missouri,)
)ss. On this 3rd day of October,1917,before me personally appeared
County of Montgomery,)
Louis DesRuisseaux and Annie DesRuisseaux his wife,to me known to be the persons described in and who executed the foregoing instrument,and acknowledged that they executed the same as their free act and deed.IN TESTIMONY WHEREOF,I have hereunto set my hand and affixed my official seal at my office in Wellsville,Missouri,the day andyear first above written.My term expires July 20,1921,John J.Collum,Notary Public, (SEAL)

Filed For Record this 6th,day of October A.D.1917,at 1, O'clock P. M.

A.Meyer Recorder,

WARRANTY DEED,

THIS INDENTURE,Made on the 25th day of August A.D.One Thousand Nine Hundred and Seventeen by and between Luther M.Noel,Kate Noel his wife of Deming New Mexico,Viola Spires Marden Spires her husband of Montgomery Co.Mo.and Effie Kirks and Crayton Kirks her husband of Montgomery Co.Mo.and Delbert Noel and Airy Noel his wife of Montgomery Co.Mo.Mary Alma Noel of Montgomery Co.Mo.and Morgan B.White and wife,Reprenting the 1/6th interest of Guy Noel heretofore deeded to them,heirs at law of Wm H.Noel and Mary A.Noel Dec'd of the County of Montgomery State of Missouri parties of the first part,and Wayne FitzGerald of the County of Montgomery and State of Missouri party of the second part;WITNESSETH,That the said parties of the first part in consideration of the sum of Eight Hundred Dollars,to them paid by the said party of the second part,the receipt of which is hereby acknowledged,does by these presents,Grant,Bargain and Sell,Convey and Confirm,unto the said party of the second part his heirs and assigns,the following described Lots,Tracts or parcels of land lying,being and situate in the County of Montgomery and State of Missouri,to-wit: The South west fourth (¼) of the south west quarter (¼) of section fifteen (15) in Township Fifty (50) Range Four (4) west containing forty acres more or less according to U.S.Survey,the said Luther Noel, Viola Spires Effie Kirks Delbert Noel,and Mary Alma Noel,and Morgan B.White who Represents the one sixth interest of Guy Noel,Representing all the heirs of William H.Noel and Mary A.Noel Dec'd TO HAVE AND TO HOLD,the premises aforesaid,with all and singular the Rights. Privileges,Appurtenances and Immunities thereto belonging or in anywise appertaining,unto the said party of the Second part,and unto his heirs and assigns FOREVER;the said Luther M.Noel,Kate Noel his wife,Viola Spires Marden Spires her husband,Effie Kirks and Crayton Kirks her husband,Delbert Noel and Airy Noel his wife,and Mary Alma Noel a single person ~~and Morgan B.White and wife Representing the undivided 1/6 interest of Guy Noel there~~ being only six children of Wm.H.and Mary A.Noel Dec'd,each of whom are entitled to an undivided 1/6th interest in said land hereby Covenanting that they are lawfully seized of an Indefeasible Estate in fee;in the premises hereby conveyed;that they have good right to convey the same;that the said premises are free and clear of any incumbrances done or suffered by them or those under whom they claim and that they will WARRANT AND DEFEND the title to said premises unto the said party of the second part,and unto his heirs and assigns FOREVER,against the lawful claims and demands of all persons whomsoever Except taxes for 1918,and thereafter IN WITNESS WHEREOF,the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed,Sealed and Delivered in presence of us:

Harry C.Fielder

Luther M.Noel (SEAL)
Kate Noel (SEAL)
Viola Spires (SEAL)
Marden Spires (SEAL)
Effie Kirks (SEAL)
Crayton Kirks (SEAL)
Delbert Noel (SEAL)
Airy Noel (SEAL)
Mary Alma Noel (SEAL)

This Deed of Trust released by Quit Claim Deed recorded in Book ____ at Page ____ this ____ day of ____ 191__

The debt mentioned in the within Deed of Trust having been fully paid and discharged. I hereby acknowledge satisfaction in full, and release the property herein conveyed from the lien and encumbrance thereon, this ____ day of ____ 191__

328

88-328

GENERAL WARRANTY DEED.

GEO. D. BARNARD & CO., ST. LOUIS

This Indenture, Made on the Twenty Fourth (24th) day of July A. D. One Thousand Nine Hundred and Thirteen by and between Joseph B. Mudd and Margaret A. Mudd, his wife of the County of Montgomery and State of Missouri parties of the first part, and Louis Des Ruisseaux, of the County of Lincoln in the State of Missouri party of the second part; WITNESSETH, That the said parties of the first part, in consideration of the sum of Nine Thousand /100 DOLLARS, to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part, his heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of Montgomery and State of Missouri, to-wit: All

Of Lots Numbered Two (2) Three (3) and Four (4) as shown and designated in the Plat made part of the Commissioner's report in Partition filed in a certain Partition Proceedings and cause heretofore Pending and adjudicated in the Circuit Court of Montgomery County, Missouri, for the division of the lands of James V. Delamatre, deceased, The Commissioners report in said case was made by John H. Reed, W. H. Pace, and Caleb Cox and is referred to in a certain deed of confirmation recorded in Book 56 at page 209 of the Recorder's Office of Montgomery County, Missouri, the tract of land herein conveyed, may be further described as the entire North One-half (½) of the North East quarter (¼) of Section Twenty Eight (28) Township Fifty (50) Range Six (6) West, and all of a strip of Four (4) Acres adjoining the same on the South, being a strip off the North side of the South One-half of said North East quarter (¼) of said Section Twenty Eight (28) Township Fifty (50) Range Six (6) West, except a narrow strip along the East side of the North East quarter (¼) of said Section Twenty Eight (28) Township Fifty (50) Range Six (6) West, containing Four (4) Acres more or less, which was a part of Lot One (1) of said Partition Proceedings and which now belongs to one M. P. Haines, the tract of land herein conveyed being comprised of said Lots, Two (2) Three (3) and Four (4) originally contained contained Eighty (80) Acres ~~—~~ said land is sold subject to all Taxes which become due and payable during the year of 1914, To all existing Roads & Highways and to a conveyance heretofore made by Edwin B. Delamatre & Esther Anne Delamatre, his wife, to the Chicago, Burlington and Quincy Railway Company which conveyance is of record in the Recorder's Office of Montgomery County, Missouri in Record Book No. "67" at Page # "37" and as a result of such conveyance to such rail road company the acreage herein conveyed is reduced to Seventy Six Acres,

The said tract herein conveyed may be further described as the same lands purchased by the said first parties from Katherine J. McLaughlin and Luke McLaughlin, her husband by Warranty deed dated July 20th 1912, and recorded at page 207 in Book 88, Montgomery County, Mo Records,

This conveyance is subject to all existing streets and alleys, public roads and highways and to Taxes coming due in the year 1914 as above set forth

TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part, and unto his heirs and assigns, forever, the said Joseph B. Mudd and Margaret A. Mudd, his wife hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they have good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them or those under whom they claim and that they will Warrant and Defend the title to the said premises unto the said party of the second part, and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

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

Signed, Sealed and Delivered in Presence of Us:

Joseph B. Mudd [SEAL.]

Margaret A. Mudd [SEAL.]

[SEAL.]

[SEAL.]

STATE OF MISSOURI, County of Montgomery, } ss.

On this 24th day of July 1913, before me personally appeared Joseph B. Mudd and Margaret A. Mudd his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Wellsville Missouri the day and year first above written.

(Seal)

My term expires October 19th 1914

Thomas K. Shelby, Notary Public.

STATE OF MISSOURI, County of Montgomery. } ss.

On this day of 191, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument and acknowledged that executed the same as free act and deed. And the said further declare to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

My term expires 191

The foregoing Deed was Filed for Record this 5th day of Sept. A. D. 1913 at 8 o'clock — minutes A. M.

By Deputy.

D. Greenlaw Recorder.

88-207

This Indenture, Made on the 20th day of July A. D. One Thousand Nine Hundred and Twelve by and between Catharine T. McLaughlin and Leslie McLaughlin, Her Husband, of the County of Montgomery and State of Missouri part ies of the first part, and Joseph B. Mudd of the County of Pike in the State of Missouri part y of the second part; WITNESSETH, That the said part ies of the first part, in consideration of the sum of Eight Four Hundred ×/100 DOLLARS, to them paid by the said part y of the second part, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm unto the said part y of the second part, his heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of Montgomery and State of Missouri, to-wit: All of Lots Numbered Two (2) Three (3) And Four (4) as shown and designated in the plat made part of Commissioners report in partition filed in a certain partition proceedings and cause heretofore pending and adjudicated in the Circuit Court of Montgomery County Missouri, for the division of the lands of James V. Delamatre, deceased the Commissioners' report in said cause was made by John H. Reed, W. H. Pace and Caleb Cox, and is referred to in a certain deed of Conformation recorded in Book "56" at page "209" of the Recorder's Office of Montgomery County Missouri, the tract of land herein conveyed may be further described as the Entire North half (½) of the North East Quarter (¼) of Section Twenty-Eight (28) Township Fifty (50) North Range Six (6) west, And all of a Strip of Four (4) Acres adjoining the same on the South, Being a strip off the North side of the South half (½) of said North East Quarter of said Section Twenty-Eight (28), Township Fifty Range Six (6) west, Except a Narrow strip along the East side of the North East quarter (¼) of said Section 28, Township 50, Range 6, west containing Four (4) acres more or less, which was a part of Lot One (1), of said partition proceedings, and which belongs to one Joseph Portuchesh, the tract of land Herein conveyed being comprised of said Lots Two (2) Three (3) and Four (4) Originally Contained Eighty (80) acres, said land is sold subject to all taxes which first become due and payable during and for the year 1913, to all existing roads and highways and to a conveyance heretofore made by Edwin B. Delamatre and Esther Ann Delamatre to the Chicago, Burlington and Quincy, Railroad Company, which conveyance is of record in Recorders Office of Montgomery Co. Missouri in Record Book "67" at page "37" and as a result of such conveyance to such Railroad Company, the acreage hereby conveyed is reduced to Seventy Six (76) acres, the said tract herein conveyed is further described as the same lands purchased by first parties from Edwin B. Delamatre and Esther Ann Delamatre, by warranty deed recorded in Book 83, page 470, Montgomery Co. Mo. Records,

This conveyance is subject to all existing streets and alleys, public roads and highways and to taxes first Coming due and payable the years 1913 as above set forth.

TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said part y of the second part, and unto his heirs and assigns, forever, the said Catharine T. McLaughlin and Leslie McLaughlin Husband hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they ha ve good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them or those under whom they claim and that they will Warrant and Defend the title to the said premises unto the said part y of the second part, and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hand s and seal s, the day and year first above written.

Signed, Sealed and Delivered in Presence of Us:

Catharine T. McLaughlin [SEAL]

Leslie McLaughlin [SEAL]

[SEAL]

[SEAL]

STATE OF MISSOURI, County of Montgomery. } ss. On this 22nd day of Sept 1912, before me personally appeared Catharine T. McLaughlin and Leslie McLaughlin Her Husband to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Bellsville the day and year first above written.

Seal

My term expires October 19 1912

Thomas R. Shelby
Notary Public

STATE OF MISSOURI, County of Montgomery. } ss. On this day of 191, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument and acknowledged that executed the same as free act and deed. And the said further declare to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

My term expires 191

The foregoing Deed was Filed for Record this 8th day of April A. D. 1913 at 8 o'clock 20 minutes A M.

By Deputy. D. T. Greenwade Recorder.

470

GENERAL WARRANTY DEED. BUXTON & SKINNER PRINT, ST. LOUIS.

83470

This Indenture, Made on the 14 th day of December A. D., One Thousand Nine Hundred and Ten (1910)
by and between Edwin B. Delamatre and Esther Ann Delamatre his wife
of Hillsville, Montgomery County, Missouri part ies of the first part, and
Catherine T. Mc Laughlin
of the County of Montgomery in the State of Missouri part y of the second part; WITNESSETH, That the said part ies of the first part, in consideration of the sum of Seven thousand and Six Hundred ($7600.00) 100th DOLLARS, to them paid by the said part y of the second part, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said part y of the second part, her heirs and assigns, the following described Lots, Tracts, or Parcels of Land, lying being and situate in the County of Montgomery and State of Missouri, to-wit: All

Of lots numbered Two (2) Three (3) and (4) as shown and designated in the plat made part of the Commissioners Report in Partition filed in a certain partition Proceedings and cause Heretofore pending and adjudicated in the Circuit Court of Montgomery County Missouri, for the division of the lands of James V. Delamatre deceased, The Commissioners report in said cause was made by John H Reed, H. H Rice and Caleb Cox and is referred to in a certain Deed of Confirmation, recorded in Book 56 at Page 209 of the Recorders Office of Montgomery County, Missouri, The tract of land herein conveyed may be further described as the entire north half of the North east quarter of Section Twenty eight (28) Township fifty (50) North, Range six (6) west, and all of a strip of four acres adjoining the same on the south, Being a strip off the north side of the south half of said North East quarter of said Section Twenty eight (28), Township fifty (50) North, Range six (6) west, except a narrow strip along the east side of the North east quarter of said Section Twenty eight (28) Township fifty (50) North, Range six (6) west containing four (4) acres - more or less, Which was a part of lot one (1) of said partition proceeding, and which now belongs to one Joseph Portscheck, The tract of land here in conveyed being composed of said lots Two, Three and four Originally contained eighty (80) acres, said land is sold subject to all Taxes which first become due and payable during the year 1911 To all existing roads and highways and to a conveyance, heretofore made by the parties of the first part here in to the Chicago Burlington and Quincy Railroad Company, Which conveyance is of Record in the Recorders Office of Montgomery County, Missouri in Record Book (67) at page "37" as a result of such conveyance to such Rail road Company. The acreage received by the party of the second part here in of this conveyance, is Reduced to Seventy six (76) acres.

This conveyance is subject to all existing streets and alleys, public roads and highways
and to Taxes first becoming due in the year 1911 as above set forth
TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto the said part y of the second part, and unto hers heirs and assigns forever, the said Edwin B. Delamatre and Esther Ann Delamatre his wife hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they ha ve good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them or those under whom they claim
and that they will Warrant and Defend the title to the said premises unto the said part y of the second part, and unto her heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.
IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and Delivered in Presence of Us:

Edwin B. Delamatre (Seal)
Esther Ann Delamatre (Seal)
(Seal)
(Seal)

STATE OF MISSOURI, } SS.
COUNTY OF MONTGOMERY. }

On this 2nd day of January A.D. 19 11, before me personally appeared Edwin B Delamatre and Esther Ann Delamatre his wife and who are to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Hillsville the day and year first above written.

James L. Barker
Notary Public Montgomery County Mo.

My term expires July 29th a.D. 1914

STATE OF MISSOURI, } SS.
COUNTY OF MONTGOMERY. }

On this day of 19, before me personally appeared
to me known to be the person described in and who executed the foregoing instrument and acknowledged that executed the same as free act and deed.
And the said further declare to be single and unmarried.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

My term expires 19

This Indenture, Made on the 14 th day of December A. D., One Thousand Nine Hundred and Ten (1910)

by and between Edwin B. Delamatre and Esther Ann Delamatre his wife

of Wellsville, Montgomery County, Missouri part ies of the first part, and

Catherine S. Mc Laughlin

of the County of Montgomery in the State of Missouri part y of the second part; WITNESSETH, That the said part ies of the first part, in consideration of the sum of Seven Thousand and Six Hundred ($7600) 100th DOLLARS, to them paid by the said part y of the second part, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said part y of the second part, her heirs and assigns, the following described Lots, Tracts, or Parcels of Land, lying being and situate in the County of Montgomery and State of Missouri, to-wit: All

Of lots numbered Two (2) Three (3) and (4) as shown and designated in the plat made part of the Commissioners Report in Partition filed in a certain partition Proceedings and cause therein pending and adjudicated in the Circuit Court of Montgomery County Missouri, for the division of the lands of James V. Delamatre deceased, The Commissioners report in said cause was made by John H Reed, H. H Pace and Caleb Cox and is refferred to in a certain Deed of Confirmation, recorded in Book 56 at Page 209 of the Recorders Office of Montgomery County Missouri, The tract of land herein conveyed may be further described as the entire north half of the north east quarter of Section Twenty eight (28) Township fifty (50) North Range six (6) west, and all of a strip of four acres adjoining the same on the south, Being a strip off the north side of the south half of said North East quarter of said Section Twenty eight (28), Township fifty (50) North, Range six (6) west, except a narrow strip along the east side of the North east quarter of said Section Twenty eight (28) Township fifty (50) north, Range six (6) west containing four (4) acres - more or less, which was a part of lot one (1) of said partition proceeding, and which now belongs to one Joseph Portacheck, The tract of land here in conveyed being compended of said lots Two, Three and four originally contained eighty (80) acres, said land is sold subject to all Taxes which first become due and payable during the year 1911 To all existing roads and highways and to a conveyance here to fore made by the parties of the first part here in to the Chicago Burlington and Quincy Railroad Company, which conveyance is of Record in the Recorders Office of Montgomery County, Missouri in Record Book (67) at page "37" as a result of such conveyance to such Rail road Company. The acreage received by the party of the second part here in of this conveyance, is Reduced to Seventy six (76) acres.

This conveyance is subject to all existing streets and alleys, public roads and highways

And to Taxes first becoming due in the year 1911 as above set forth

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and, immunities thereto belonging or in anywise appertaining, unto the said part y of the second part, and unto her heirs and assigns forever, the said Edwin B. Delamatre and Esther Ann Delamatre his wife hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that they ha ve good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them or those under whom they claim

and that they will Warrant and Defend the title to the said premises unto the said part y of the second part, and unto her heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and Delivered in Presence of Us:

Edwin B. Delamatre (Seal)
Esther Ann Delamatre (Seal)
(Seal)
(Seal)

STATE OF MISSOURI, } SS.
COUNTY OF MONTGOMERY, }

On this 2nd day of January A.D 19 11, before me personally appeared Edwin B Delamatre and Esther Ann Delamatre his wife and who are, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Wellsville the day and year first above written.

James L. Barker
Notary Public Montgomery County Mo.

(Seal)

My term expires July 29th A.D. 1914.

STATE OF MISSOURI, } SS.
COUNTY OF MONTGOMERY. }

On this day of 19, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument and acknowledged that executed the same as free act and deed.

And the said further declare to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

My term expires 19

The foregoing Deed was Filed for Record, this 4th day of January A. D., 1911, at 3 o'clock — minutes P. M.

By Deputy. D. P. Grennan Recorder.

This Indenture, Made on the Seventeenth day of December A. D. One Thousand Eight Hundred and Eighty one

by and between Frank V. Delamater

of Huron County, Ohio part y of the First Part, and

Edward B. Delamater

of the County of Montgomery in the State of Missouri, part y of the Second Part; WITNESSETH: That the said part y of the First Part, in consideration of the sum of three hundred and thirty five XX Dollars, to him paid by the said part y of the Second Part, the receipt of which is hereby acknowledged, do es by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said part y of the Second Part his heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of Montgomery and State of Missouri, to wit: ~~xit~~

Twenty six and 80/100 acres being a part of the north east quarter of Section nº 28 Township nº 50 N Range six west and bounded as follows viz: Beginning at the south east corner of Lot nº 2 and running thence south 11 54/100 chs to a point on the east and west central line of Section nº 28; thence in a westerly course 17 346/1000 chs. to the line of the Wabash St Louis and Pacific Rail Road; thence in a north-west course to the south west corner of Lot nº 3; thence in a easterly course 29 1/2 chs to the place of Beginning. Containing in all 26 80/100 acres.

14-171

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said part y of the Second Part, and unto his heirs and assigns forever, the said Frank V. Delamater hereby covenanting that he is lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed, that he has good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by him or those under whom he claim s and that he will WARRANT AND DEFEND the title to the said premises unto the said part y of the Second Part, and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said part y of the First Part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of us,

Frank V. Delamater (Seal.)

(Seal.)

(Seal.)

(Seal.)

STATE OF MISSOURI, County of Montgomery. } ss. BE IT REMEMBERED, That on this day of A. D. 1, before the undersigned a within and for the County of and State of Missouri, personally came

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing as parties thereto, and acknowledged the same to be their act and deed for the purposes therein mentioned. And the said being by me first made acquainted with the contents of said instrument, upon an examination, separate and apart from husband acknowledged that executed the same, and relinquishes dower in the Real Estate therein mentioned, freely and without fear, compulsion or undue influence of said husband.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal at my office in the day and year first above written.

My term of office as a Notary Public will expire

STATE OF MISSOURI, County of Montgomery. } ss. Notary Public BE IT REMEMBERED, That on this 17th day of December A. D. 1881, before the undersigned, a within and for the County of Montgomery aforesaid, personally came Frank V. Delamater

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as a party thereto, and acknowledged the same to be his act and deed for the purposes therein mentioned. And the said further declare himself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Hellsville Mo. the day and year first above written.

My term of office as a Notary Public will expire April 8th 1882 Robert Shackelford Notary Public

The foregoing Deed was filed for Record this 22d day of Dec A. D. 1881, at 4 o'clock 45 minutes P. M.

by Deputy. R. L. Whitehead Recorder.

of the County of Montgomery in the State of Missouri, part y of the Second Part; WITNESSETH: That the said part y of the
First Part, in consideration of the sum of three hundred and thirty five ~~xx~~ hundredths DOLLARS,
to him paid by the said part y of the Second Part, the receipt of which is hereby acknowledged, do es by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM
unto the said part y of the Second Part his heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of
Montgomery and State of Missouri, to wit: ~~xx~~

Twenty six and 87/100 acres being a part of the north east quarter of Section nº 28 Township nº 50 N Range six west and bounded as follows viz: Beginning at the south east corner of Lot nº 2 and running thence south 11 54/100 chs to a point on the east and west central line of Section nº 28; thence in a westerly course 17 346/1000 chs. to the line of the Wabash St Louis and Pacific Rail Road; Thence in a north-west course to the south west corner of Lot nº 5; Thence in a easterly course 29 13/100 chs to the place of Beginning. Containing in all 26 87/100 acres.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the
said part y of the Second Part, and unto his heirs and assigns forever, the said Frank D. Mclamater
hereby covenanting that he is lawfully seized of an indefeasible Estate in Fee in the premises herein
conveyed, that he has good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by him
or those under whom he claim s
and that he
will WARRANT AND DEFEND the title to the said premises unto the said part y of the Second Part, and unto his heirs and assigns forever, against the lawful claims and
demands of all persons whomsoever.

IN WITNESS WHEREOF, the said part y of the First Part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of us,

Frank D. Mclamater Seal

Seal

Seal

Seal

STATE OF MISSOURI, } ss.
County of Montgomery.

BE IT REMEMBERED, That on this day of A. D. 1..., before the undersigned a
within and for the County of and State of Missouri, personally came

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing as parties thereto, and acknowledged the same to be their act and deed for the purposes therein mentioned. And
the said
being by me first made acquainted with the contents of said instrument, upon an examination, separate and apart from husband acknowledged that executed the same,
and relinquishes dower in the Real Estate therein mentioned, freely and without fear, compulsion or undue influence of said husband.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal at my office in the day and year first above written.
My term of office as a Notary Public will expire

STATE OF MISSOURI, } ss.
County of Montgomery.

Notary Public

BE IT REMEMBERED, That on this 17th day of December A. D. 1881, before the undersigned, a
within and for the County of Montgomery aforesaid, personally came
Frank D. Mclamater
who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as a party thereto, and acknowledged the same to be his act and deed for the purposes therein mentioned. And
the said Frank D. Mclamater further declare himself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Wellsville Mo the day and year first above written.
My term of office as a Notary Public will expire April 8th 1882

Robert Shackelford Notary Public

The foregoing Deed was filed for Record this 22d day of Dec A. D. 1881, at 4 o'clock 45 minutes P. M.

By Deputy. R. L. Whitehead Recorder.

STATE OF MISSOURI, } ss.
County of Montgomery.

IN THE RECORDER'S OFFICE.

I, R. L. Whitehead Recorder of said County, do hereby certify that the within instrument of writing was, on the 22d day
of Dec A. D. 1881, at 4 o'clock and 45 minutes P. M. duly filed for record in this office and is duly recorded in the records of this office, in book 10 at page 94.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Wellsville this 22d day of Dec A. D. 1881.

By Deputy. R. L. Whitehead Recorder.

Refiled for record this 2d day of Aug A. D. 190 4, at 7 o'clock minutes A M.

By Deputy. Leslie D. Allen Recorder.

and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Wellsville, Mo. the day and year first above written.

My term of office as a Notary Public will expire July 23rd 1908.

(SEAL) Caleb P. Wise,
Notary Public.

State of Missouri,)
:SS.
County of Montgomery,) On this 4th day of ~~December~~ February A. D. 1905, before me personally appeared Frances Folta, to me known to be the person described in and who executed the foregoing instrument of writing and who acknowledged that she executed the same as her free act and deed. And the said Frances Folta declared herself to be single and unmarried.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial Seal at my office in St. Louis, Missouri, the day and year first above written.

(SEAL) Anthony Klobasa ,
Notary Public.

My commission as a Notary Public will expire on 3rd day of September 1905.

State of Missouri,)
:SS.
City of St. Louis,) On this 4th day of ~~December~~ February A. D. 1905, 1904, before me personally appeared Mrs. Mary Safranek and Albert Safranek her husband, to me known to be the persons described in and who executed the foregoing instrument of writing and who acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial seal at my office in St. Louis, Missouri, the day and year first above written.

(SEAL) Anthony Klobasa,
Notary Public.

My commission as a Notary Public will expire on September 3rd 1905.

Filed for Record this the 7th day of February A. D. 1905, at 4 o'clock P. M.

Louis D. Pelle
Recorder.

General Warranty Deed. 68-78

This Indenture, Made on the First day of December A. D. One Thousand Nine Hundred and Four, by and between Mrs. Catharine Folta, widow of Matthea Folta, deceased, now single and unmarried, of the City of St. Louis, party of the first part, and Joseph Portucheck and Frances Portucheck, who are husband and wife, of Montgomery County, Missouri, parties of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of One Thousand Eight Hundred and Seventy Five Dollars, to her paid by the said parties of the second part, the receipt of which is hereby acknowledged, do by these presents grant, Bargain and sell, Convey and Confirm unto the said parties of the second part, their heirs and assigns, the following described Lots, Tracts or Parcels of land, lying, being and situate in the County of Montgomery and State of Missouri, towit: A part of the North East Quarter of Section Twenty Eight (28) bounded as follows: Beginning at the South East corner of Lot Number Five and running thence South Eleven and Fifty Four Hundredths chains to a point on the East and West center line of Section Twenty Eight; thence in a Westerly

course Seventeen and Three Hundred and Forty Six Thousandths chains to a line of the Wabash Railroad Company, formerly the Wabash, St. Louis & Pacific Railroad Company; thence in a North West course to the South West corner of Lot Number Five; thence in an Easterly course Twenty Nine and Twelve Hundredths chains to the place of beginning, being in Township Number Fifty North, Range Six West. This tract of land was conveyed to Matthea Folta with other land by Edwin B. Delemater and wife by deed dated February 24th 1882 and recorded in the recorder's office of Montgomery County, Missouri, in record Book Ten at page 187 and re-recorded in record Book Fourteen at page 172. In said deed the name of the Grantee was written Matey Folka by mistake, the real grantee being Matthea Folta as above stated. He took possession of said land and owned the same to the time of his death when it passed under his will to the party of the first part here, his widow.

Also all of Lot Number Five being a part of the North East Quarter of Section Number Twenty Eight, Township Fifty North, Range Six West containing Twenty Six and Eighty Hundredths acres bounded as follows, towit: Beginning at the South East corner of Lot number Four in said Quarter Section, running thence South Eight and Seven Hundredths chains to a point, thence in a Westerly direction and parallel with the South boundary line of Lot Four Twenty Nine and Twelve Hundredths chains to the line of the Wabash Railroad; thence in a North Westerly direction along and with the line of said railroad to the South West corner of Lot Number Four; thence in a Easterly course Thirty Seven and Forty Four Hundredths chains to the place of beginning.

The above tract of land was purchased by the above named Matthea Folta from Sol Hughlett and wife by deed dated September 4th 1883, recorded in the Recorder's office of Montgomery County, Missouri, in record Book Fourteen at page 417 and re-recorded in record Book Fourteen at page 170. In said last named deed the name of the grantee was written Matthea Folta and said land was taken possession of by the above named Matthea Folta at the time he purchased the same and he owned said land up to the time of his death.

All of said land may be further described as follows, towit: A part of the North East Quarter of Section Twenty Eight, Township Fifty North, Range Six West, containing Fifty Three acres more or less, being a tract of land bound on the South by the North line of the South East Quarter of Section Twenty Eight, and by the North line of a certain Fourteen acre tract of land now owned and occupied by the above named Joseph Portucheck, and bound on the East by a tract of land occupied and owned by Joseph Portucheck, said tract on the East owned by said Portucheck being a narrow strip of land One Hundred Thirty Seven feet in width along the East side of the North East Quarter of Section Twenty Eight and said tract of land is bounded further on the North by a tract of land now owned and occupied by Edwin Delemater and formerly owned and occupied by J. S. Delemater. The South line of the Delemater tract being near but South of the North line of the South half of the North East Quarter of said Section Twenty Eight, and said tract of land is finally bounded on the West and South West by the right of way of the Wabash Railroad Company.

This conveyance is subject to all existing streets and alleys, public roads and highways,

To Have and to Hold the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto the

said parties of the second part, and unto their heirs and assigns forever, the said party of the first part hereby covenanting that she is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that she has good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by her or those under whom she claims and that she will Warrant and defend the title to the said premises unto the said parties of the second part, and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set her hand and seal the day and year first above written. Katherine Folta (Seal)

State of Missouri,)
:SS.
City of St. Louis,) On this the 2nd day of December A. D. 1904, before me personally appeared Mrs. Catharine Folta, widow of Matthea Folta, deceased, to me known to be the person described in and who executed the foregoing instrument of writing and who acknowledged that she executed the same as her free act and deed. And the said Mrs. Catharine Folta, further declares herself to be single and unmarried.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial seal at my office in City of St. Louis, Mo. the day and year first above written.

(SEAL) Anthony Klobasa,
Notary Public.

My commission as a Notary Public will expire on the 3rd of Sept. 1905.

Filed for record this the 7th day of February A. D. 1905, at 4 o'clock P. M.

Lyle D Ellis
Recorder.

Deed of Confirmation Supplying missing Link in Chain of Title Caused by Burning of Records.

Whereas, James V. Delematre deceased, late of the County of Huron, and State of Ohio, died seized and possessed of the following described real estate situated lying and being in the County of Montgomery and State of Missouri, towit: All of the North East Quarter of Section Numbered Twenty Eight (28) Township Fifty (50) of Range Six (6) West, containing One Hundred and Sixty (160) acres more or less, except that portion of said tract which is occupied by railroads right of way and a public road and left him surviving as his sole heirs the following named persons towit: Edward B. Delamatre, Benjamin E. DeLamatre ~~Ida~~ Ida M. DeLamatre, Hannah C. DeLamatre and Frank DeLamatre and James S. DeLamatre, all being sons and daughters of said deceased, that James V. DeLamatre deceased willed and devised all of the above described lands to his said sons and daughters, in equal undivided portions, that the estate of said James V. DeLamatre deceased was duly administered upon and final settlement made thereof according to law, that thereafter towit, at the October 1881 term of the Montgomery County, Missouri, Circuit Court upon the petition of Edward B. DeLamatre for partition of the above described lands at the town of Danville, it was ordered adjudged and decreed that partition in kind of the above described lands should be made among the parties to said partition suit according to their several respective interests

of the first part hereby covenanting that she is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that she has good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by her or those under whom she claims and that she will Warrant and defend the title to the said premises unto the said parties of the second part, and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Katherine Folta (Seal)

State of Missouri,)
:SS.
City of St. Louis,) On this the 2nd day of December A. D. 1904, before me personally appeared Mrs. Catharine Folta, widow of Matthea Folta, deceased, to me known to be the person described in and who executed the foregoing instrument of writing and who acknowledged that she executed the same as her free act and deed. And the said Mrs. Catharine Folta further declares herself to be single and unmarried.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial seal at my office in City of St. Louis, Mo. the day and year first above written.

(SEAL) Anthony Klobasa,
Notary Public.

My commission as a Notary Public will expire on the 3rd of Sept. 1905.

Filed for record this the 7th day of February A. D. 1905, at 4 o'clock P. M.

Lewis D. Ellis
Recorder.

68-80 Deed of Confirmation Supplying missing Link in Chain of Title Caused by Burning of Records.

Whereas, James V. Delematre deceased, late of the County of Huron, and State of Ohio, died seized and possessed of the following described real estate situated lying and being in the County of Montgomery and State of Missouri, towit: All of the North East Quarter of Section Numbered Twenty Eight (28) Township Fifty (50) of Range Six (6) West, containing One Hundred and Sixty (160) acres more or less, except that portion of said tract which is occupied by railroads right of way and a public road and left him surviving as his sole heirs the following named persons towit: Edward B. Delamatre, Benjamin E. DeLamatre ~~and~~ Ida M. DeLamatre, Hannah C. DeLamatre and Frank DeLamatre and James S. DeLamatre, all being sons and daughters of said deceased, that James V. DeLamatre deceased willed and devised all of the above described lands to his said sons and daughters, in equal undivided portions, that the estate of said James V. DeLamatre deceased was duly administered upon and final settlement made thereof according to law, that thereafter towit, at the October 1881 term of the Montgomery County, Missouri, Circuit Court upon the petition of Edward B. DeLamatre for partition of the above described lands at the town of Danville, it was ordered adjudged and decreed that partition in kind of the above described lands should be made among the parties to said partition suit according to their several respective interests therein, that the Judge of our said Circuit Court appointed the following named persons to make division and partition of said lands towit: John H. Reed, W. H. Pace and Caleb Cox,

that in pursuance of said order of Court said Commissioners so appointed did proceed to apportion and partition said lands ~~xxxkxxx~~ among the parties in interest as shown by a certain deed of like nature herewith made to James S. DeLcmatre by the other children of James V. DeLamatre deceased, which deed was filed for record on December 27th 1901 and recorded in the recorder's office of Montgomery County, Missouri, in record Book 56 at page 209.

That by said apportionment Lot No. One was set off to Edward B. DeLematre, Lot Number Two to James S. DeLematre, Lot Number Three to Hannah C. Vrooman, Lot Number Four to Benjamin DeLematre, Lot Number Five to Ida M. Mooran and Lot Number Six to Frank DeLematre each lot containing Twenty Six and Eighty Hundredths acres as near as might be.

That said commissioners made due report of their proceedings in said partition suit which report was filed and approved by the Court by which said partition and division the land was divided and apportioned to each party in interest as shown by the plat above referred to. That thereafter by a General Warranty deed dated December 17th 1881 Frank DeLematre conveyed by appropriate description said tract Number Six containing Twenty Six and Eighty Hundredths acres to Edwin B. DeLematre, which deed was duly recorded in the recorders office of Montgomery County, Missouri, in Record Book No. 10 at page 94 and afterwards on the 30th day of July A. D. 1886 said Frank Delematre died single and intestate leaving as his sole heirs his brothers and his sisters above named and afterwards by General Warranty deed the said Edwin DeLematre and his wife by deed dated February 24 1882 conveyed said tract Number Six acquired by him as aforesaid from his brother Frank DeLematre to Matthea Folta, whose name in said deed was erroneously written Matey Folta. Said deed being of record in the Recorder's office of Montgomery County, Missouri, in record Book 10 at page 187.

That thereafter Ida M. Moran formerly Ida M. DeLematre and Jesse B. Moran, her husband by General Warranty deed dated about November 9th 1882 conveyed to Sol Hughlett all of Lot Number Five containing Twenty Six and Eighty Hundredths acres so set off and apportioned to her, the record of which deed was destroyed by the destruction of the records of Montgomery County, Missouri, and the said Sol Hughlett afterwards conveyed said Lot Number Five to the above named Matthea Folta, so that the said Matthea Folta became the owner in fee simple of Lot Number Five and Lot Number Six as named and designated in said partition proceeding. Said Two tracts containing Fifty Three and 60/100 acres more or less and being situate in the South part of the South half of the North East Quarter of Section Twenty Eight Township Fifty, Range Six West, Montgomery County, Missouri. Being bounded on the South by the South line of said North East Quarter, on the West by the right of way of the Wabash Railroad, on the North by the South line of Lot Number Four, that is to say by the South line of a tract of land now owned by Edwin B. DeLematre and conveyed to James S. DeLematre by his brothers and sisters by the above mentioned deed recorded on December 27th 1901 in the Recorder's office of Montgomery County, Missouri, in record book 56 at page 209, and bounded on the East by a portion of Lot Number One set off to said Edward DeLematre which is now owned by Joseph Portucheck, being a narrow strip one Hundred Thirty Three feet in width along the entire Eastern line of said North East Quarter.

That thereafter on the 11th day of April A. D. 1901 the Court House of Montgomery

County situate in Danville, Missouri, was destroyed by fire and in said fire there was destroyed the recorsd of the Circuit Court of Montgomery County including the record, report and judgment in the above mentioned partition suit relating to said North East Quarter of Section Twenty Eight and part of the deeds recorded in the Recorder's Office. That by reason of the destruction of said records it does not now appear of record in the usual and sufficient form that the children and heirs of said James V. DeLematre, deceased, had partitioned said land and conveyed a certain specific lots and parcels thereof.

And Whereas, nevertheless, said proceedings in partition were of full affect and known to the grantors herein and the grantors herein desire to execute any necessary deeds to perfect and confirm title to said land to the present owners.

And Whereas, said lots Number Five (5) and Six (6) as above set forth and specificially described are now owned ~~by~~ in fee simple by Mrs. Catharine Folta, widow of Matthea Folta above named.

Therefore This Indenture, Made on the 14th day of December A. D. One Thousand Nine Hundred and Four, between Edwin B. DeLematre and Esther A. DeLamatre, his wife, James S. DeLematre and Mary DeLamatre his wife, of Montgomery County, Missouri, Ida M. Moran and Jessie B. Moran, her husband, of Wheeling, Missouri, Benjamin E. DeLematre and Emma A. DeLamatre his wife, of Norwalk, Ohio, and Hannah K. Vrooman and Edwin A. Vrooman her husband of Norwalk, Ohio, parties of the first part, and Mrs. Catharine Folta, party of the second part; Witnesseth, That the said parties of the first part in consideration of the matters and things above recited and in consideration of the sum of One Dollar to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents Remise, Release and Forever Quit Claim unto the said party of the second part the following described Lots, Tracts, or Parcels of Land, lying, being and situate in the County of Montgomery and State of Missouri, towit:

All that part of the South half of the North East Quarter of Section Number Twenty Eight in Township Fifty, Range Six West which originally comprises Lots Five and Six in said partition proceedings, said tract consisting of Fifty Three and Sixty Hundredths acres being bounded on the East by a portion of Lot Number One heretofore sold by E. B. DeLematre and wife to Garwood and now owned by Joseph Portucheck, said strip on the East having a width of One Hundred and Thirty Three feet; Bounded on the North by the South line of lot Number Four, that is to say by the tract of land now owned and occupied by Edwin B. DeLematre; on the West by the right of way of the Wabash Railroad and on the South by the South line of the North East Quarter of said Section Twenty Eight. It is understood that this is a deed of confirmation of title to supply the place of records destroyed by fire as hereinbefore set forth and this conveyance is by Quit Claim only and is subject to all incumbrances of record or affecting said land in any way, if there be any incumbrances, and is subject to taxes.

To Have and to Hold the same, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part, and his heirs and assigns, Forever; so that neither the said parties of the first part, nor their heirs, nor any other person or persons for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof,

but they and every of them shall by these presents be excluded and forever barred.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Edwin B. Delamatre (Seal)

Esther A. Delamatre. (Seal)

James S. Delamatre. (Seal)

Mary Delamatre. (Seal)

Ida May Moran. (Seal)

Jesse B. Moran. (Seal)

Executed by Benjamin E. Delamater and Emma A. Delamater in presence of

A. M. Beattie.

H. P. Crump.

Benjamin E. Delamater. (Seal)

Emma A. Delamater. (Seal)

Executed by Hannah K. Vrooman and Edwin A. Vrooman in presence of

A. M. Beattie.
Bertha Kandler.

Hannah K. Vrooman. (Seal)

Edwin A. Vrooman. (Seal)

State of Missouri,)
:SS.
County of Montgomery,) On this 17th day of December A. D. 1904, before me personally appeared Edwin B. DeLamatre and Esther A. DeLamatre, his wife, to me known to be the persons described in and who executed the foregoing instrument of writing and who acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at my office in_____ the day and yéar first above written.

(SEAL) Caleb P. Wise,
Notary Public.

My commission as a Notary Public will expire on July 23rd. 1908.

State of Missouri,)
:SS.
County of Montgomery,) On this 19th day of December A. D. 1904, before me personally appeared James S. DeLamatre and Mary DeLamatre, his wife, to me known to be the persons described in and who executed the foregoing instrument of writing and who acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year first above written.

(SEAL) Caleb P. Wise,
Notary Public.

My commission as a Notary Public will expire on July 23rd 1908.

State of Missouri,)
:SS.
County of Livingston.) On this the 14th day of January 1905, A. D. before me personally appeared Ida M. Moran and Jessie B. Moran, her husband, to me known to be the persons described in and who executed the foregoing instrument of writing and who acknowledged that they executed the same as their free act and deed.

In testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in _____the day and year first above written.

(SEAL) A. E. Nay, Notary Public.

My commission as a Notary Public will expire on 13th Nov. 1906.

State of Ohio,)
:SS.
County of Huron,) On this the 21 day of January A. D. 1905, before me personally appeared Benjamin E. DeLematra and Emma A. DeLematre, his wife, to me known to be the persons described in and who executed the foregoing instrument of writing and who acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in_____ the day and year first above written.

(SEAL) A. M. Beattie,
Notary Public.

My commission as a Notary Public will expire on March 30th 1906.

State of Ohio,)
:SS.
County of Huron,) On this 25th day of January A. D. 1905, personally appeared Hannah K. Vrooman and Edwin A. Vrooman, her husband, to me known to be the persons described in and who executed the foregoing instrument of writing and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in_____the day and year first above written.

(SEAL) A. M. Beattie,
Notary Public.

My commission as a Notary Public will expire March 30th 1906.

Filed for Record this the 7th day of February A. D. 1905, at 4 O'clock P. M.

Leslie D Ellis
Recorder.

Copy of Will.

I, Amos Z. Evans, a citizen of Montgomery County, in the State of Missouri, being of sound mind memory and understanding, do hereby make and publish this as and for my last will and testament, hereby revoking all former wills by me made, that is to say:

1st. It is my will that all my just debts be paid, also my funeral expenses, and in order that the same may be done as speedily~~xxxxxxxxxxxxxx~~xxx and with as little expense as possible, I hereby authorize and empower my Executrix hereinafter named and appointed, to sell any property for that purpose, either real or personal, of which I may die seized and possessed, at either private or public sale, as in her discretion may seem best, and if real estate, to convey the same as fully to all intents and purposes, as I myself could do if living.

2nd. I will and bequeath unto my beloved with, Sarah E. Evans, all the balance of my property, after the payment of my debts as aforesaid, both real, personal and mixed, to be held by her in absolute fee simple title: My real Estate at this time consists of the following in Montgomery County, Missouri, to-wit: The S. E. 1/4 of the S. E. 1/4 of Sec. (20) Twenty, and the N. W. 1/4 of the N. E. 1/4 of Sec Twenty Nine (29) all in Tp. 49 R. 5 W. containing Eighty acres more or less, also 270 acres in Sections 24 and 25 Tp. 50 R. 5 West. Also my undivided one- third share of my father G. J. Evans' Estate, consisting of real estate and personal property in Liberty Township, Highland County, Ohio, the land being

GENERAL WARRANTY DEED. [illegible] 1-5 5

This Indenture, Made on the 22nd day of September A. D. One Thousand Eight Hundred and Eighty Four 1884

by and between M. H. Garwood and Amanda J. Garwood his wife

of Montgomery County Mo part ies of the First Part, and Joseph Potuchecki

of the County of Montgomery in the State of Missouri, part y of the Second Part; WITNESSETH: That the said part ies of the First Part, in consideration of the sum of One Hundred DOLLARS, to them paid by the said part y of the Second Part, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said part y of the Second Part, heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying being and situate in the County of Montgomery and State of Missouri, to wit:

Two (2) acres of Land being a part of the North East quarter of the South east quarter of Section No Twenty Eight (28) of Township Forty (40) of Range Five (5) West and bounded and described as follows Commencing at the Section corner between Sections 27 and 28 Tp 40 R 5 W. and running thence South 89 degrees West parallel with the East and West central line through Section 28 Ten Chains and Eighty links to a point on the North East corner of the lands belonging to the Wabash, Saint Louis and Pacific Rail Road thence in a South west direction along and with the Rail Road line to the South west Corner of the above mentioned Four acre tract, Thence in an East erly direction along and with the South line of the said, Four acre tract to the South east Corner thereof, Thence South along and with the Section line 182 links to the place of Beginning.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said part y of the Second Part, and unto heirs and assigns forever, the said M. H. Garwood hereby covenanting that he is lawfully seized of an indefeasible Estate in Fee in the premises hereinconveyed, that he has good right to convey the same: that the said premises are free and clear of any incumbrances done or suffered by himor those under whom he claim and that he will WARRANT AND DEFEND the title to the said premises unto the said part y of the Second Part, and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said part ies of the First Part ha ve hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and delivered in presence of us.

M. H. Garwood (Seal)
Amanda J. Garwood (Seal)
(Seal)
(Seal)

STATE OF MISSOURI, } ss.
County of Montgomery }

On this 22nd day of September 1884, before me personally appeared M. H. Garwood and Amanda J. Garwood his wife to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Montgomery City Missouri the day and year first above written.

My term of office as Notary Public will expire July 28th 1886

James L. Barker
Notary Public Montgomery Co. Mo.

Recd for Record

STATE OF MISSOURI, } ss.
County of Montgomery, }

ON THIS day of , before me personally appeared and his wife to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the day and year first above written.

My term expires

STATE OF MISSOURI, } ss.
County of Montgomery, }

On this day of , before me personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed. And the said further declare to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the day and year first above written.

My term expires

demands of all persons whomsoever.

IN WITNESS WHEREOF, the said part y of the First Part ha ve hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and delivered in presence of us.

W. H. Garwood. Seal

Amanda J. Garwood. Seal

Seal

Seal

STATE OF MISSOURI, County of Montgomery, } ss.

On this 23rd day of September 1884 before me personally appeared W. H. Garwood and Amanda J. Garwood his wife

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Pella in Montgomery Co Mo the day and year first above written.

My term of office as Notary Public will expire July 26th 1886

James L. Barker. Notary Public Montgomery Co Mo.

Seal

STATE OF MISSOURI, County of Montgomery, } ss.

On this day of before me personally appeared and his wife

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the day and year first above written.

My term expires

STATE OF MISSOURI, County of Montgomery, } ss.

On this day of before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed. And the said further declare to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the day and year first above written.

My term expires

The foregoing Deed was filed for Record this 23rd day of Sept. A. D. 1884 at 6 o'clock minutes P. M.

Silas Carr Recorder.

By Deputy.

STATE OF MISSOURI, County of Montgomery, } ss.

I, Silas Carr Recorder of said County, do hereby certify that the within instrument of writing was on the 23rd day of September A. D. 1884 at 6 o'clock minutes P.M. duly filed for record in my office and is recorded in the records of this office in book B at page 321

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Danville this 23rd day of September A. D. 1884

Silas Carr Recorder.

Seal

By Deputy.

IN THE RECORDER'S OFFICE.

Refiled for Record this 17th day of March A. D. 1887 at 10 o'clock minutes A.M.

Thomas Mercer Recorder.

By Deputy.

5-4

4

GENERAL WARRA

This Indenture, Made on the 27th day of September A. D. One Thousand Eight Hundred and Eighty

by and between W. B. Garwood and Sarah J. Garwood his wife

of Montgomery County Mo parties of the First Part, and Joseph Porter Sheets

of the County of Montgomery in the State of Missouri part of the Second Part; WITNESSETH: That the said parties of the First Part, in consideration of the sum of One Hundred and Fifty Dollars to them paid by the said part of the Second Part, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said part of the Second Part, heirs and assigns, the following described Lots, Tracts or Parcels of Land, lying being and situate in the County of Montgomery and State of Missouri, to wit: viz

Eighty (80) acres of land on the East side of the N. E. quarter (North East qr.) of Section No twenty eight (28) Township No fifty (50) N. Range Six (6) West and bounded as follows, Beginning at the North East Cor. of said Sec. and running thence South with the Sec. line 40 Po. chs. to the quarter Sec. cor. Thence South 88° 40' West 2 52/100 chs. to a Stone. Thence North and parallel with Section line 40 39/100 chs. to a Stone on the North Boundary of Section 28. Thence N. 89° East 2 5-4/1000 chs. to the place of beginning. Also four acres of land off the north End of the North East quarter of the South East quarter of Sec. No 28 Tp. No 50 Range Six (6) West. And bounded as follows, viz: Beginning at the N. E. Cor. of said N. E. qr. of the S. E. qr. Sec. 28. Tp. 50 R. 6 West, and running South One Hundred and Thirty Seven, (137) feet due South on the Section line to a point 6 links West of the East and West through Said Section 28 to a point intersecting with Railroad ground. Thence on a North Westerly course along said Rail Road ground to the N. W. cor. of said N. E. qr. of the S. E. qr. Sec. 28 Tp. 50 R. 6 West, thence East along the North line of the last described 4 acre tract to place of beginning.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appur... heirs and assigns forever, the said ... hereby covenanting that they are lawfully seized of an indefeasible Estate in Fee in the premises herein... and that they ... heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

said part ... of the Second Part, and unto ... ha... signed right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them ...

conveyed, that they ... or those under whom they ... claim

WILL WARRANT AND DEFEND the title to the said premises unto the said part ... of the Second Part, and unto ...

IN WITNESS WHEREOF, the said part... of the First Part ha... hereunto set ... hand ... and seal ... the day and year first above written.

Signed, sealed and delivered in presence of us.

M. H. Garwood (Seal)
Amanda J. Garwood (Seal)
(Seal)
(Seal)

BE IT REMEMBERED, That on this 27th day of September A. D. 1882, before the undersigned, within and for the County of Montgomery, State of Missouri, personally came

STATE OF MISSOURI, County of Montgomery } ss.

Notary Public

M. H. Garwood and A. J. Garwood his wife

who are personally known to be the same persons whose names are subscribed to the foregoing instrument of writing as parties thereto, and acknowledged the same to be their act and deed for the purposes therein mentioned, and the said A. J. Garwood having been examined apart and separately from her husband acknowledged that she executed the same freely and voluntarily, and without fear or compulsion of her said husband, and relinquished her dower in the real estate therein mentioned, freely and without fear, compulsion or undue influence of her said husband.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal, at my office in Hillsville Mo. the day and year first above written.

My term of office as a Notary Public will expire April 5, 1886

Robert Shackelford
Notary Public

STATE OF MISSOURI, County of Montgomery } ss.

BE IT REMEMBERED, That on this ... day of ... A. D. ..., before the undersigned, within and for the County of ... aforesaid, personally came ... who is personally known to be the same person whose name is subscribed to the foregoing instrument of writing as a party thereto, and acknowledged the same to be ... act and deed for the purposes therein mentioned. And the said ... further declared ... to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in ... the day and year first above written.

My term of office as a Notary Public will expire ...

The foregoing deed was filed for Record this 30th day of May A. D. 1883 at 7 o'clock 45 minutes A. M.

By ... Deputy. Silas Card. Recorder.

STATE OF MISSOURI, County of Montgomery } ss.

IN THE RECORDER'S OFFICE.

I, Silas Card, Recorder of said County, do hereby certify that the within instrument of writing was on the 30th day of May A. D. 1883 at 7 o'clock 45 minutes A. M., duly filed for record in my office and is recorded in the records of this office in book 14 at page 803.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Hannibal this 30 day of May A. D. 1883.

Seal

Silas Card Recorder.

By ... Deputy.

Refiled for Record this 1st day of May A. D. 1901 at 10 o'clock ... minutes A. M.

By ... Deputy. Thomas Monarty Recorder.

GENERAL WARRANTY DEED.

52 — 371

Geo. D. Barnard & Co., St. Louis

Revenue Stamps to the amount of $.50/100 on this instrument and cancelled.

This Indenture, Made on the Ninth day of February A. D. One Thousand Nine Hundred and One (1901) by and between Mark H. Garwood and Amanda Garwood his wife of Montgomery County Missouri part ies of the first part, and Joseph Portuchuck and Francis Portuchuck his wife of the County of Montgomery in the State of Missouri part ies of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Three Hundred and Sixty ~~~~~ DOLLARS, to them paid by the said part ies of the second part, the receipt of which is hereby acknowledged, do by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said parties of the second part, their heirs and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Montgomery and State of Missouri, to-wit: All

A track or parcel of Land described as follows to-wit; Beginning at the South West Corner of the Six acre tract of Land heretofore conveyed by Mark H Garwood and wife to Joseph Portuchuck, running thence due East 1024 feet to a point and to East boundary line of Section 28, running thence due South 565 feet to a point, thence running due West four hundred and Ninety feet to a point, running thence in a North Westerly direction along and with the South West Edge or line of a Public Road over there being to the point of beginning Containing Nine & 59/100 acres more or less, being a part of the North East quarter of the South East quarter of Section (28) in Township 50. Range Six (6) West.

Subject to all existing Streets and alleys, public roads which to all ... lines along and upon the S.W. side of above

This Convyance is subject to all existing Streets and alleys, public roads and highways, there being a Public Highway along and upon the S.W. side of above described land

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part, and unto their heirs and assigns, forever; ~~the said~~ in equal parts & portions; the said M. H. Garwood hereby covenanting that he is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that he has good right to convey the same; that the said premises are free and clear of any incumbrance done or suffered by him or those under whom he claims and that he will Warrant and Defend the title to the said premises unto the said parties of the second part, and unto their heirs and assigns, forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand & and seals, the day and year first above written.

Signed, Sealed and Delivered in Presence of ~~us~~:

Mark H. Garwood (Seal)

Amanda Garwood (Seal)

(Seal)

(Seal)

STATE OF MISSOURI, } ss.
County of Montgomery.

ON THIS 9th day of February A. D. 1901, before me personally appeared Mark H. Garwood and Amanda Garwood his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in Wellsville Mo. the day and year first above written.

(Seal)

My term expires August 2nd A.D. 1901

James L. Barker
Notary Public

STATE OF MISSOURI, } ss.
County of Montgomery.

ON THIS ..... day of ..... A. D. 1....., before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed. And the said further declare to be single and unmarried.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

My term expires .....

The foregoing Deed was filed for record in this office on the 12th day of Feby. 1901, at 4 o'clock minutes P. M.

By ..... Deputy.

Thomas Moriarty Recorder.

REMARKS:

67-6

GENERAL WARRANTY

This Indenture, Made on the 16th day of June A. D. One Thousand Nine Hundred and Three

by and between Joseph Portuchick and Frances Portuchick, his wife,

of the County of Montgomery and State of Missouri, parties of the first part, and Chicago, Burlington & Quincy Railroad Company, a corporation of the State of Illinois, party of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred seventy-three (173.) Dollars to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by the presents, Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part, its successors and assigns, the following described land, situate in the County of Montgomery and State of Missouri, to-wit:

A triangular piece of land being all the land lying south of a line fifty (50) feet north of the center line of the Chicago, Burlington & Quincy Railroad as the same is now located and surveyed through the southeast quarter of the northeast quarter of Section No. Twenty-one (21), Township No. Fifty (50) North, Range No. six (6) West of the 5th P.M., and the south and west side of said tract, containing one and thirty-eight hundredths (1.38) acres.

Also: A strip of land One hundred (100) feet wide, being fifty (50) feet on each side of the center line of the Chicago, Burlington & Quincy Railroad as surveyed and located through the east part of the south half of the northeast quarter of Section No. Twenty-eight (28), Township No. Fifty (50) North, Range No. Six (6) West of the 5th P.M., beginning four hundred and seven tenths (400.7) feet south of the northeast corner of said tract, and extending northwesterly one hundred forty-eight and nine tenths (148.9) feet to a point three hundred forty-two and six tenths (342.6) feet south of the northwest corner of said tract, containing thirty-four hundredths (.34) acres.

The total acreage of above mentioned parcels of land being one and seventy-two hundredths (1.72) acres.

of Section [illegible] Township [illegible] Range [illegible] West of the 5th P.M. containing six (6) [illegible] of said tract, conditioned [illegible] (1.38) acres.

Also; A strip of land One (1) rod wide on each side of the center line of the Burlington & Quincy Railroad as surveyed and located through the east part of the north half of the northeast quarter of Section Nine (9) Township Forty-eight (48) North, Range Six (6) West of the 5th P.M., beginning at a point in the west boundary line of said tract, and extending northwesterly four hundred and seven tenths (400.7) feet to the point of the northwest corner of said tract, and nine tenths (1.48.9) feet to the south of the said Burlington & Quincy Railroad; thence southeasterly one hundred forty-eight and nine tenths (148.9) feet to the point of the southwest corner of said tract, and six tenths (342.6) feet south of the said Burlington & Quincy Railroad; thence northeasterly one hundred forty-two and six tenths (142.6) feet to the point of the southeast corner of said tract, containing thirty-four hundredths (.34) acres.

The total acreage of above mentioned parcels of land being one and seventy-two hundredths (1.72) acres.

To Have and to Hold the premises aforesaid with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part, and unto its successors and assigns forever; the said grantor hereby covenanting that they are lawfully seized of an indefensible estate in fee in the premises herein conveyed, that they have good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them or those under whom they claim, and that they will Warrant and Defend the title to the said premises unto the said party of the second part, and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, the said parties of the first part have hereuneo set their hands the day and year first above written.

Joseph Portucheck

Frances Portucheck

STATE OF MISSOURI, County of Montgomery, ss.

On this 16th day of June A. D. 1903, before me personally appeared Joseph Portucheck and Frances Portucheck his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Montgomery County, Missouri, the day and year first above written.

N. L. Mabry

Notary Public in and for Montgomery County, Missouri.

My term of office as a Notary Public will expire Feby 14th A. D. 1907.

STATE OF MISSOURI, County of Montgomery, ss.

On this ..... day of ..... A. D. 190..., before me personally appeared ..... to me known to be the person described in and who executed the foregoing instrument, and acknowledged that ..... executed the same as ..... free act and deed, and the said ..... further declared ..... to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in ..... County, Missouri, the day and year first above written.

My term of office as a Notary Public will expire ..... Notary Public in and for ..... County, Mo.

Filed for record this 25 day of June A. D. 1903 at 11 o'clock ..... minutes P. M.

By ..... Deputy.

Leslie D Bibby Recorder

Agreement. 67-173

This Indenture, Made this 20th day of June 1904 between David Lehnen and Emma Lehnen his wife, of the County of Montgomery, and State of Missouri, party of the first part, and the Chicago, Burlington & Quincy Railroad Company, an Illinois corporation, party of the second part: Witnesseth: That, Whereas, said party of the first part is the owner of the following described land in the County of Montgomery and State of Missouri, to-wit:

~~--N.W.-1/4-Sec.-27,-T.-50,-N.-R.-6,-W.-5th-P.-M.~~

The North West Quarter of Section No. Twenty Seven (27) Township No. Fifty (50) North Range No. Six (6) West of the 5th P. M. and

Whereas, the party of the second part owns a right-of-way and railroad tract across said land of the first party and said first party desires to use the concrete box-culvert at station 838x50 as a cattle and hog passageway from one portion of this land to the other:

Now, Therefore, in consideration of the mutual benefits accruing to each party, it is hereby covenanted and agreed between the parties hereto that said party of the first part shall accept and use for such crossing the opening in the embankment under the track of said railroad at a point designated as Box No. 9876 and situated about 150 feet from West line of said land, but said party of the second part shall have the right, whenever it so elects, to close or so change said opening as to prevent the use thereof as an under crossing.

These covenants shall run with the lands of each party thereto and this indenture shall inure to the benefit of, and be binding upon, the lessees, grantees, successors and assigns of the parties thereto.

In Testimony Whereof, the parties have signed this indenture the date first aforesaid.

David Lehnen.

Emma Lehnen.

Chicago, Burlington & Quincy Railroad Company,

By Geo. A. Harris, ~~President.~~

Its President.

State of Missouri,)
:SS.
County of Montgomery.)

On this 20 day of June 1904, before me personally appeared David Lehnen and Emma Lehnen his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Wellsville, the day and year first above written.

[illegible] 1905.

described land in the County of Montgomery and State of Missouri, to-wit:

~~N. W. 1/4 Sec. 27, T. 50, N. R. 6, W. 5th P. M.~~

The North West Quarter of Section No. Twenty Seven (27) Township No. Fifty (50) North Range No. Six (6) West of the 5th P. M. and

Whereas, the party of the second part owns a right-of-way and railroad tract across said land of the first party and said first party desires to use the concrete box-culvert at station 838x50 as a cattle and hog passageway from one portion of this land to the other:

Now, Therefore, in consideration of the mutual benefits accruing to each party, it is hereby covenanted and agreed between the parties hereto that said party of the first part shall accept and use for such crossing the opening in the embankment under the track of said railroad at a point designated as Box No. 9876 and situated about 150 feet from West line of said land, but said party of the second part shall have the right, whenever it so elects, to close or so change said opening as to prevent the use thereof as an under crossing.

These covenants shall run with the lands of each party thereto and this indenture shall inure to the benefit of, and be binding upon. the lessees, grantees, successors and assigns of the parties thereto.

In Testimony Whereof, the parties have signed this indenture the date first aforesaid.

David Lehnen.

Emma Lehnen.

Chicago, Burlington & Quincy Railroad Company,

By Geo. A. Harris, ~~President.~~

Its President.

State of Missouri,)
;SS.
County of Montgomery.) On this 20 day of June 1904, before me personally appeared David Lehnen and Emma Lehnen his wife, to me known to be the persons described in and who executed the foregoing instrument. and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Wellsville, the day and year first above written.

My term expires 8th day of March A. D. 1905.

(SEAL)

Edgar J. Kempinsky, Notary Public for

Montgomery County, Mo.

Filed for Record this the 24th day of August A. D. 1904 at 3 o'clock 15 minutes P. M.

Recorder.

TR-CO 5358

BOOK 503 PAGE 160

STATE OF MISSOURI
COUNTY OF MONTGOMERY

The foregoing instrument was filed for record in my office on the 14th day of November 2003 at the hour of 1 o'clock and 17 minutes p M and recorded in Deed Book 503 on page 160

Witness my hand and office seal
Sheila See, Recorder of Deeds

Sheila See

By Jana S Rodgers Deputy

(Space above reserved for Recorder of Deeds certification)

1. Title of Document: **Order (I) Authorizing Sale, Free and Clear of Liens, of Miscellaneous Real Properties and Mineral Rights owned by National Refractories & Minerals Corporation and WFB Liquidating Corporation, FKA Wellsville Fire Brick Company, Located in Missouri and (II) Authorizing Auction Terms and Conditions**

2. Date of Document: **September 3, 2003**

3. Grantor(s): **In the United States Bankruptcy Court for the Northern District of California Oakland Division**

4. Grantee(s): **National Refractories & Minerals Corporation, a California Corporation, et al**

5. Statutory Mailing Address(s): **N/A**

6. Legal Description: **N/A**

7. Reference Book and Page(s): **N/A**

TCLTS

GOLDBERG, STINNETT, MEYERS & DAVIS
A Professional Corporation
TERRANCE L. STINNETT, ESQ. CA Bar #46010
MIRIAM KHATIBLOU, ESQ., CA Bar #178584
44 Montgomery Street, Suite 2900
San Francisco, CA 94104
Telephone: (415) 362-5045
Facsimile: (415) 362 2392

FILED
OCT - 7 2003
U.S. BANKRUPTCY COURT
OAKLAND CALIFORNIA

Attorneys for National Refractories & Minerals Corporation, CFB Liquidating Corporation, fka Chicago Fire Brick Company, WFB Liquidating Corporation, fka Wellsville Fire Brick Company, NAT Liquidation Corporation, fka National Affiliated Technologies, Inc., and National Refractories & Minerals, Inc , Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

In re:	Case No. 01-45482 T11
NATIONAL REFRACTORIES & MINERALS CORPORATION, a California Corporation, et al.,	Chapter 11 Jointly Administered
Debtors.	

ORDER CONFIRMING SALES, FREE AND CLEAR OF LIENS, OF MISCELLANEOUS REAL PROPERTIES OWNED BY NATIONAL REFRACTORIES & MINERALS CORPORATION AND WFB LIQUIDATING CORPORATION, FKA WELLSVILLE FIRE BRICK COMPANY LOCATED IN MISSOURI

The motion filed herein by National Refractories & Minerals Corporation ("National") and WFB Liquidating Corporation, fka Wellsville Fire Brick Company ("WFB") for an order approving the sale of various parcels of real property (hereinafter the "Fee Properties") owned by either National or WFB located in either Audrain, Montgomery, Gasconade, Osage, Maries or Warren Counties, Missouri, the motion of National for entry of an order approving the sale of that certain real property owned by it located at Route J. Mexico, Audrain County, Missouri (the "National Plant") and the motion by WFB for entry of an order approving the sale of that certain real property owned

by it located at 1199 N. Highway 19, Wellsville, Montgomery County, Missouri (the "WFB Plant"), having come on for further hearing on October 7, 2003, GOLDBERG, STINNETT, MEYERS & DAVIS, A Professional Corporation, by TERRANCE L. STINNETT, ESQ., appearing on behalf of National and WFB in support of said motion and the other appearances as noted in the record; and due notice of said further hearings having been given in accordance with the requirements of the Court's (A) Order (I) Authorizing Sale, Free and Clear of Liens, of Miscellaneous Real Properties and Mineral Rights Owned by National Refractories & Minerals Corporation and WFB Liquidating Corporation, fka Wellsville Fire Brick Company, Located in Missouri and (II) Authorizing Auction Terms and Conditions previously filed herein on September 3 2003, which order relates to the sale of the Fee Properties, and (B) Order (I) Authorizing Sale, Free and Clear of Liens, of Real Properties Located in Missouri and (II) Authorizing Auction Terms and Conditions previously filed herein on June 16, 2003, which order relates to the sale of the National Plant and the WFB Plant, and the Court having read and considered the Notice of Further Hearing For Entry of Order Confirming Sale of Fee Properties Located in Missouri; and

GOOD CAUSE APPEARING,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, as follows:

1. Each of the sales by National and/or WFB of each of the Fee Properties, the National Plant and the WFB Plant identified **Exhibit "A"** attached hereto to the purchasers, and for the respective prices, set forth in **Exhibit "A"** attached hereto are each hereby authorized.

2. Each of the aforesaid sales of the Fee Properties shall be free and clear of the security interests, liens, encumbrances or interests of any kind of (i) Mellon National Bank, aka Mellon Bank, N.A., together with N.R. Smith, As Trustees, (ii) IBJ Whitehall Bank & Trust Co., as Successor Trustee to J. Henry Schroder Bank & Trust Company and George R. Sievers, as Successor Individual Trustee, (iii) Congress Financial Corporation (Western), (iv) National Bank of Canada, (v) Citicorp North America and (vi) ITT Industrial Credit Corporation.

3. The sale of Parcel No. 11-10.0-0-00-000-027.00 and Parcel No. 11-15.050-00-000-003.00 located in Warren County, Missouri owned by National shall also be free and clear of any

lien, claim, encumbrance or other interest of any kind of Requat Farms, LLC arising out of, or relating to, that certain Grant of Right-of-Way executed on August 29, 1953 by and between Mexico Refractories Company, National's predecessor in interest, and Elmer and Melea Ockel, Requat Farms, LLC's predecessor in interest, a copy of which Grant of Right-of-Way is attached hereto as **Exhibit "B"**, provided however, that any lien, claim, encumbrance or other interest of any kind of Requat Farms, LLC shall be transferred to the net proceeds of sale of said Parcel No. 11-10.0-0-00-000-027.00 and Parcel No. 11-15.050-00-000-003.00 pending a determination by this Court, in an adversary proceeding to be filed by National herein, of the nature, extent and validity, if any, of any lien, claim, encumbrance or other interest of any kind of Requat Farms, LLC in said Parcel No. 11-10.0-0-00-000-027.00 and Parcel No. 11-15.050-00-000-003.00 arising out of, or relating to, said Grant of Right-of-Way.

4. Conditioned upon the consent of Congress Financial Corporation (Western) agreeing to disgorge any of the net proceeds from the sale of said Parcel No. 11-10.0-0-00-000-027.00 and Parcel No. 11-15.050-00-000-003.00in the event that it is determined by this Court that Requat Farms, LLC does have a valid lien, claim, encumbrance or other interest of any kind in said Parcel No. 11-10.0-0-00-000-027.00 and Parcel No. 11-15.050-00-000-003.00 and Parcel No. 11-15.050-00-000-003.00, pending this Court's determination of the nature, extent and validity, if any, of any lien, claim, encumbrance or other interest of any kind of Requat Farms, LLC in said Parcel No. 11-10.0-0-00-000-027.00, the net proceeds from the sale of said Parcel No. 11-10.0-0-00-000-027.00 and Parcel No. 11-15.050-00-000-003.00 shall be paid over to Congress Financial Corporation (Western), provided however, that said net proceeds of sale of said Parcel No. 11-10.0-0-00-000-027.00 and Parcel No. 11-15.050-00-000-003.00 shall continue to be subject to the jurisdiction of this Court pending a final order determining the nature, extend and validity, if any, of any lien, claim, encumbrance or other interest of any kind of Requat Farms, LLC in said proceeds of sale.

5. The sale of the National Plant shall be free and clear of the following liens and interests:

a An Indenture of Mortgage and Deed of Trust dated January 1, 1951 executed by Kaiser Aluminum & Chemical Corporation to D. A. Hazlett Trustee for the benefit of Mellon National Bank and Trust Company filed for record March 23, 1960 in Book 113 of the Deed of Trust Records of Audrain County, Missouri, together with a total of Forty-six Supplemental Indentures dated between January 15, 1952 through March 26, 1986, as set forth more fully in Items 4. a. through 4. t. on Schedule B-Section I of the Commitment For Title Insurance issued by Tri County Land Title Services, with regard to the real property owned by National Refractories & Minerals Corporation located at Route J, Mexico, Audrain County, Missouri, *i.e.*, the National Plant.

b. The liens or interests of IBJ Whitehall Bank & Trust Co , as the Successor Trustee to J. Henry Schroder Bank & Trust Company, Trustee, which was itself the Successor Trustee to Mellon Bank, Trustee, (formerly Mellon National Bank & Trust Company) and George R. Sievers, As Successor Individual Trustee to D.A. Hazlett, Trustee, with regard to the Indenture of Mortgage and Deed of Trust dated January 1, 1951 executed by Kaiser Aluminum & Chemical Corporation to D.A. Hazlett, Trustee for the benefit of Mellon National Bank and Trust Company filed for record March 23, 1960 in Book 113 of the Deed of Trust Records of Audrain County, Missouri, together with the First Supplemental Indenture dated January 15, 1952 and recorded in Book 113 of the Deed of Trust Records of Audrain County, Missouri through and inclusive of the Forty-sixth Supplemental Indenture dated March 26, 1986 and recorded in Book 143 at Page 868 of the Deed of Trust Records of Audrain County, Missouri, as set forth more fully in Items 4. a. through 4 t. on Schedule B-Section I of the Commitment For Title Insurance issued by Tri-County Land Title Services, with regard to the real property owned by National Refractories & Minerals Corporation located at Route J, Mexico, Audrain County, Missouri *i.e.*, the National Plant.

c. The liens of Deed of Trust and Security Agreements and Financing Statements recorded at various times in favor of Congress Financial Corporation.

d. The liens of Deeds of Trust and Financing Statements recorded at various times in favor of National Bank of Canada.

e. The liens of Deeds of Trust and Financing Statements recorded at various times in favor of Citicorp North American, Inc.

f. The lien for real estate taxes due to the Audrain County Collector of Revenue.

6. The sale of the WFB Plant shall be free and clear of the following liens and interests:

a. The liens of Deed of Trust and Security Agreements and Financing Statements recorded at various times in favor of Congress Financial Corporation

b. The lien for real estate taxes due to the Montgomery County Collector of Revenue

7. National and WFB are hereby authorized to pay, directly out of escrow, National's or WFB's share of any real property taxes due to the appropriate city and/or county taxing authority and their share of any applicable closing costs, including, but not limited to, the fees due to Tri County Land Title Services, LLC.

8. National and WFB are hereby authorized to pay, directly out of escrow, the commissions and fees due to Nordwald and Associates in accordance with the agreement between Nordwald and Associates and National and WFB previously approved by the Court herein.

9. Subject to the conditions of the Paragraph 3 hereinabove, National and WFB are hereby authorized to pay, directly out of escrow, all net proceeds of sale to Congress Financial Corporation (Western).

10. This order shall be effective immediately upon its entry and the ten (10) day stay provision of Bankruptcy Rule 6004(g) is hereby waived.

Dated: October 7, 2003

Leslie Tchaikovsky

THE HONORABLE LESLIE TCHAIKOVSKY
United States Bankruptcy Judge

Congress Financial Corporation (Western) hereby agrees to the conditions set forth hereinabove with regard to the proceeds from the sale of Parcel No. 11-10.0-0-00-000-027.00, and

specifically agrees to disgorge any of the net proceeds from the sale of said Parcel No. 11-10.0-0-00-000-027.00 and Parcel No. 11-15.050-00-000-003.00within ten (10) days of any order or judgment of the Court herein determining that Requat Farms, LLC has a valid lien claim, encumbrance or other interest of any kind in the proceeds from the sale of said Parcel No. 11-10.0-0-00-000-027.00 and Parcel No. 11-15.050-00-000-003.00 becoming final and non-appealable.

CONGRESS FINANCIAL CORPORATION (WESTERN)

By: _____
Gary Cassianni

Title: VICE PRESIDENT

APPROVED AS TO FORM AND CONTENT

Buchalter, Nemer, Fields & Younger

By: _____
Ron M. Oliner, Esq.
Counsel for Congress Financial Corporation (Western)

I hereby certify that the foregoing/annexed instrument is a true and correct copy of the original on file in the Southern District of Texas.
Dated: 7/07/03
By: _____ Deputy Clerk

ORDER CONFIRMING SALES, FREE AND CLEAR OF LIENS, OF MISCELLANEOUS REAL PROPERTIES OWNED BY NATIONAL REFRACTORIES & MINERALS CORPORATION AND WFB LIQUIDATING CORPORATION, FKA WELLSVILLE FIRE BRICK COMPANY LOCATED IN MISSOURI

60678.DOC

Sale No.	P rchaser's Name	Sales Price	Copy of P rchase Agreeme t with Legal Descriptio of Property
1.	Realty Holding Co., Inc.	$460,000.00	See Attachment "1"
2.	James L. & Elaine Creech	$173,400.00	See Attachment "2"
3.	Mike Budde and/or assigns	$312,085.00	See Attachment "3"
4.	Bruce Stuart	$79,800.00	See Attachment "4"
5.	Dale Bridgford	$27,300.00	See Attachment "5"
6.	Harvey Gifford	$146,897.00	See Attachment "6"
7.	Robert Lanphier	$384,000.00	See Attachment "7"
8.	Charles & Joann Jungermann	$463,324.00	See Attachment "8"
9.	Cecil Harness, Jr.	$282,987.00	See Attachment "9"
10.	James & Patricia Page	$20,000.00	See Attachment "10"
11.	Jones & Turner, Inc.	$20,563.00	See Attachment "11"
12.	Rich Werdehausen	$7,020.00	See Attachment "12"
13.	Stanley Dudenhoeffer	$12,920.00	See Attachment "13"
14.	Clifford Mantle	$10,500.00	See Attachment "14"
15.	Charles D. Smith, Sr. Trust - Shelby J. Smith Trust	$14,856.00	See Attachment "15"
16.	Gregory A. & Nancy Jarvis	$31,500.00	See Attachment "16"
17.	Harry H. Hoef & Sons Contractors, Inc.	$40,491.00	See Attachment "17"
18.	Melinda Ann Hudson	$73,715.50	See Attachment "18"
19.	John Lowry and or Assigns	$53,875.00	See Attachment "19"
20.	Brad Leverett	$106,417.00	See Attachment "20"
21.	Keith & Renae Stumpe	$118,000.00	See Attachment "21"
22.	Vabdt & Steve Oligschlaeger	$56,040.00	See Attachment "22"
	TOTAL GROSS PROCEES	$2,895,690.00	

EXHIBIT "A"

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this SEPTEMBER 13, 2003 by and between

NATIONAL REFRACTOR ES AND M NERALS CORPORATION

(Collectively later called the "Seller"), and REALTY HOLD NG CO. NC. (Later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 2) at the public auction on this date (the "Auction"), is made subject to the following terms, covenants and conditions:

1. **NO OFFER; FIRMING UP THE AGREEMENT.** The delivery of this agreement to Purchaser in unsigned condition does not constitute an offer, and no contract shall form between Purchaser and Seller until such time as both Seller and Purchaser have signed this Agreement and purchaser has delivered the "Earnest Money" (as described in Paragraph 3) check to :

   NORDWALD AUCTION & REAL ESTATE SERVICE

   All of this must be accomplished by 9:00 p.m. on October 14 , 2003, in order to firm up this Agreement.

2. **PROPERTY** Seller agrees to sell (subject to the provisions of paragraph 1) and Purchaser agrees to purchase approximately [illegible] acres of real estate, more or less, situated in Audrain/Warren County , Missouri, commonly referred to at the auction as tract(s) 19 & 31 as more particularly described on Exhibit "A" attached hereto and made part hereof, together with any improvements located thereon ("the property "). Purchaser hereby acknowledges and understands that the Property is being sold on an "as is, where is " basis. Purchaser further acknowledges that this Agreement is not contingent upon financing and that failure to close this transaction on or before October 14 , 2003 , due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

3. **PURCHASE PRICE** Purchaser agrees to pay to the Seller the total sum of: $460,000.00 (the "purchase price") or $2875.00 per acre (the Purchase Price Per Acre") for the property, subject to adjustment (if necessary) as provided for herein.

   Upon execution of this agreement, Purchaser will pay by check and not in cash $46,000 (which amount is equal to ten percent (10%) of the Purchase Price) as Earnest Money payable to and to be held in the escrow account of Tri-County Land Title Services, LLC as escrow agent, thereunder for delivery to the Seller at the time of closing or as otherwise provided for herein. Earnest Money shall be held in a non- interest bearing account.

   Purchaser shall pay the balance of the Purchase Price to the Seller at Closing in cash or form of payment acceptable to the Seller.

4. **TITLE.** Seller, at Buyers expense, shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Tri-County Land Title Services, LLC. The Title Commitment shall commit the subject title company to issue Purchaser its standard owners policy in the amount of the purchase price, showing title to the Property in the name of the Seller, subject to the following permitted exceptions: (I) rights or claims of parties in possession not shown by the public records; (ii) easements or claims of easements not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property: (iv) any lien or right of lien for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public record; (v) taxes or special assessments which are not shown as existing liens; (vi) any water , mineral or other rights already granted or reserved by other parties, including but not limited to any mineral leases and (vii) such easements, restrictions, conditions, and other matters, if any, identified in the Title Commitment. In objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

   IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

ATTACHMENT - 1

Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

5. **SURVEY; CURB CUT(S).** At Seller's option, Sellers shall provide at Seller's expense a new survey reflecting the legal description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 3

   Purchaser is responsible for obtaining the necessary permit(s) for any curb cut(s) to and from any adjoining roadway on to the property.

6. **CLOSING AND POSSESSION.** THE "Closing" shall take place on or about October 14, 2003, at the office of _____ and at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller affidavit; FITPTA affidavit; organizational documents and closing statements) and equally for closing costs. Purchaser shall be entitled to possession of the property on the Closing date.

7. **CASUALTY.** If, after this agreement is executed but before closing, any improvements be destroyed or damaged by casualty, Purchaser shall be entitled to insurance settlement proceeds, if any. Purchaser shall assume the risk of such damage or destruction, and this Agreement shall not terminate because of any casualty.

8. **WARRANTIES.** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the Property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by operation of law, as to the condition, quality, serviceability or merchantability of fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

9. **MINERAL RIGHTS.** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

10. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes for the calendar year 2003 shall be prorated to date of closing. Purchaser shall assume and pay real estate taxes for the Property for the balance of the calendar year 2003 and all years thereafter. Any delinquent real estate taxes will be paid from sellers proceeds.

11. **DEFAULT.** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by

Purchaser shall entitle Seller to court costs and reasonable attorneys' fees incurred in enforcing the provisions of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement Purchaser's sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein, shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

12 **ENVIRONMENTAL.** The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold **"as is, where is"** and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state, or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

13. **PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/TRUSTEES/EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES.**

(a) Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

14. **PROVISIONS RELATING TO THE AUCTION COMPANY/AUCTIONEER/BROKERS/ FINDERS/AGENTS.**

(a) This Agreement is solely between Seller and Purchaser. **Nordwald & Associates** (the "Auction Company") and its licensed auctioneer are employed by the Seller. The Auction Company and its auctioneer shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Seller and Purchaser agree that no auction fee is due any party in regard to this transaction other than the Auction Company and a 0% broker participation/finders fee to N/A, which Seller has agreed to pay. Seller and Purchaser agree to indemnify each other and hold each other harmless with respect to any commissions, fees, judgments, or expenses of any nature of kind which either may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other in connection with the transaction contemplated by this Agreement, or any litigation or similar proceeding arising from such claims. Seller and Purchaser represent to each other that, other than as stated herein, there is no valid basis for such claims.

(c) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

15. **MISCELLAN OUS.**

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of Missouri. Any provision of this Agreement which is unenforceable or invalid, or the inclusion of which would affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in full force and effect.

(b) ntire Agreement. This Agreement contains the entire agreement of the parties and no presentations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid. All notices addressed to Seller shall be addressed as follows:

PARTIES TO THIS AGREEMENT:

Seller:

National Refractories and
Minerals Corporation
Wellsville Fire Brick Co.

WITH A COPY TO:

Tri County Land Title Services, L.L.C.
122 Prairie St.
Whiteside, MO 63387
Ph. 573-485-2213
Fax 573-485-8376

IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

SELLER.

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

PURCHASER:

Realty Holding Co. Inc
By Robert Kaplan Pres
Address 1000 Mackenzie Hall
City, State, Zip St. Louis Mo 63110
Phone: 314 652 7000
Fax: " " 2228
Date: 9/13/03

If more than one Purchaser:

Special Agreements;

- ***Upon signing this document, buyer agrees to sign a Continuance Agreement for the CRP acreage that may be located on this tract if applicable. CRP payments for the contract year of 2003 shall be retained by the Sellers.***
- ***Buyer agrees to the designated cropland proration, according to percent of cropland acres per tract or as seller has designated.***
- ***Buyer agrees to current tenant rights if applicable.***

CRP Continuance Agreement (Tracts)

New owners shall agree to continue the CRP Contract signed by the sellers. New owners agree to follow the regulations of the CRP program or refund all payments previously made to the farm plus penalty payments if violations to the CRP contract occurs, based on a per acre rate.

We, the undersigned, do hereby acknowledge and agree to conform to the above-mentioned provision prior to closing.

Sellers:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

Buyers:

Date_____

APPENDIX "A"

LEGAL DESCRIPTIONS

(To Be Attached As Pertinent)

TRACT 19

A tract of land situated in Audrain County, Missouri, and being more particularly described as follows, to-wit:

The Northwest Quarter of the Southwest Quarter, Section 30, Township 50 North, Range 7 West; and the Northeast Quarter of the Southeast Quarter, Section 25, Township 50 North, Range 8 West of the Fifth Principal Meridian. Together with a certain easement for ingress and egress as a roadway over and across the following described land to-wit: The West 30 feet of the Southeast Quarter of the Southeast Quarter, Section 25, Township 50 North, Range 8 West of the 5th P.M.

TRACT 31

The Southeast Quarter of the Southwest Quarter of Section Ten (10) and the Northeast Quarter of the Northwest Quarter of Section Fifteen (15) all in Township 46 North, Range 1 West, containing 80 acres, more or less; Subject to County Roads.

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this SEPTEMBER 13, 2003 by and between

NATIONAL REFRACTORIES AND MINERALS CORPORATION

(Collectively later called the "Seller"), and JAMES & ELAINE CREECH (Later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 2) at the public auction on this date (the "Auction"), is made subject to the following terms, covenants and conditions:

1. **NO OFFER; FIRMING UP THE AGREEMENT**. The delivery of this agreement to Purchaser in unsigned condition does not constitute an offer, and no contract shall form between Purchaser and Seller until such time as both Seller and Purchaser have signed this Agreement and purchaser has delivered the "Earnest Money" (as described in Paragraph 3) check to :

   NORDWALD AUCTION & REAL ESTATE SERVICE

   All of this must be accomplished by 9:00 p.m. on October 14 , 2003, in order to firm up this Agreement.

2. **PROPERTY** Seller agrees to sell (subject to the provisions of paragraph 1) and Purchaser agrees to purchase approximately 136 acres of real estate, more or less, situated in Audrain County , Missouri, commonly referred to at the auction as tract(s) 13 as more particularly described on Exhibit "A" attached hereto and made part hereof, together with any improvements located thereon ("the property "). Purchaser hereby acknowledges and understands that the Property is being sold on an "as is, where is " basis. Purchaser further acknowledges that this Agreement is not contingent upon financing and that failure to close this transaction on or before October 14 , 2003 , due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

3. **PURCHASE PRICE** Purchaser agrees to pay to the Seller the total sum of: $173,400.00 (the "purchase price") or $1,275.00 per acre (the Purchase Price Per Acre") for the property, subject to adjustment (if necessary) as provided for herein.

   Upon execution of this agreement, Purchaser will pay by check and not in cash $17,340.00 (which amount is equal to ten percent (10%) of the Purchase Price) as Earnest Money payable to and to be held in the escrow account of Tri-County Land Title Services, LLC as escrow agent, thereunder for delivery to the Seller at the time of closing or as otherwise provided for herein. Earnest Money shall be held in a non-interest bearing account.

   Purchaser shall pay the balance of the Purchase Price to the Seller at Closing in cash or form of payment acceptable to the Seller.

4. **TITLE.** Seller, at Buyers expense, shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Tri-County Land Title Services, LLC. The Title Commitment shall commit the subject title company to issue Purchaser its standard owners policy in the amount of the purchase price, showing title to the Property in the name of the Seller, subject to the following permitted exceptions: (i) rights or claims of parties in possession not shown by the public records; (ii) easements or claims of easements not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property; (iv) any lien or right of lien for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public record; (v) taxes or special assessments which are not shown as existing liens; (vi) any water , mineral or other rights already granted or reserved by other parties, including but not limited to any mineral leases and (vii) such easements, restrictions, conditions, and other matters, if any, identified in the Title Commitment. In objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

   IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

ATTACHMENT - 2

Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

5. **SURVEY, CURB CUT(S).** At Seller's option Sellers shall provide at Seller's expense a new survey reflecting the legal description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 3

   Purchaser is responsible for obtaining the necessary permit(s) for any curb cut(s) to and from any adjoining roadway on to the property.

6. **CLOSING AND POSSESSION.** THE "Closing" shall take place on or about October 14, 2003, at the office of _____ and at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller affidavit; FITPTA affidavit; organizational documents and closing statements) and equally for closing costs. Purchaser shall be entitled to possession of the property on the Closing date.

7. **CASUALTY.** If, after this agreement is executed but before closing, any improvements be destroyed or damaged by casualty, Purchaser shall be entitled to insurance settlement proceeds, if any. Purchaser shall assume the risk of such damage or destruction, and this Agreement shall not terminate because of any casualty.

8. **WARRANTIES.** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the Property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by operation of law, as to the condition, quality, serviceability or merchantability of fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

9. **MINERAL RIGHTS.** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

10. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes for the calendar year 2003 shall be prorated to date of closing. Purchaser shall assume and pay real estate taxes for the Property for the balance of the calendar year 2003 and all years thereafter. Any delinquent real estate taxes will be paid from sellers proceeds.

11. **DEFAULT.** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by

Purchaser shall entitle Seller to court costs and reasonable attorneys' fees incurred in enforcing the provisions of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement Purchaser s sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein, shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

12. **ENVIRONMENTAL.** The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold **"as is, where is"** and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state, or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

13. **PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/TRUSTEES/EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES.**

(a) Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

14. **PROVISIONS RELATING TO THE AUCTION COMPANY/AUCTIONEER/BROKERS/ FINDERS/AGENTS.**

(a) This Agreement is solely between Seller and Purchaser. **Nordwald & Associates** (the "Auction Company") and its licensed auctioneer are employed by the Seller. The Auction Company and its auctioneer shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Seller and Purchaser agree that no auction fee is due any party in regard to this transaction other than the Auction Company and a 0% broker participation/finders fee to N/A, which Seller has agreed to pay. Seller and Purchaser agree to indemnify each other and hold each other harmless with respect to any commissions, fees, judgments, or expenses of any nature of kind which either may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other in connection with the transaction contemplated by this Agreement, or any litigation or similar proceeding arising from such claims. Seller and Purchaser represent to each other that, other than as stated herein, there is no valid basis for such claims.

(c) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

15. MISCELLANEOUS.

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of Missouri. Any provision of this Agreement wh'ch is unenforceable or invalid, or the inclus'on of wh'ch would affect the validity, egality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in full force and effect.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid. All notices addressed to Seller shall be addressed as follows:

PARTIES TO THIS AGREEMENT:

Seller:

National Refractories and
Minerals Corporation
Wellsville Fire Brick Co.

WITH A COPY TO:

Tri County Land Title Services, L.L.C.
122 Prairie St.
Whiteside, MO 63387
Ph. 573-485-2213
Fax 573-485-8376

IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

SELLER:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

PURCHASER:

X James L Creech
X Elaine F. Creech

Address 275 Chantilly Rd
Moscow Mills Mo.

City, State, Zip: 63362

Phone: 636-668-8635

Fax: _____

Date : 9-13-03

If more than one Purchaser:

Special Agreements;

- ***Upon signing this document, buyer agrees to sign a Continuance Agreement for the CRP acreage that may be located on this tract if applicable. CRP payments for the contract year of 2003 shall be retained by the Sellers.***
- ***Buyer agrees to the designated cropland proration, according to percent of cropland acres per tract or as seller has designated.***
- ***Buyer agrees to current tenant rights if applicable.***

CRP Continuance Agreement (Tracts)

New owners shall agree to continue the CRP Contract signed by the sellers. New owners agree to follow the regulations of the CRP program or refund all payments previously made to the farm plus penalty payments if violations to the CRP contract occurs, based on a per acre rate.

We, the undersigned, do hereby acknowledge and agree to conform to the above-mentioned provision prior to closing.

Sellers:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

Date 9-13-03

Buyers:

X James L Creech
X Elaine F. Creech

APPENDIX "A"

LEGAL DESCRIPTIONS

(To Be Attached As Pertinent)

TRACTS 12 & 13

The Northwest Quarter of Section 16; the Southeast Quarter of the Southwest Quarter and one-half acre more or less, being the Southeast corner South of the road, of the West Half of the Southwest Quarter of Section 9, all in Township 51 North, Range 8 West of the 5th P.M., and containing 207.47 acres, more or less.
The North Half of the Southwest Quarter of Section 16, Township 51 North, Range 8 West of the 5th P.M.

EXCEPTING THEREFROM:

A tract of land being part of the Southwest Quarter of Section 16, Township 51 North, Range 8 West Fifth Principal Meridian, in the County ofAudrain and State of Missouri, more particularly described as follows: Commencing at an iron rod at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 16 and run thence N 02 degrees 38 minutes E, along the Section line, 1103.91 Feet to an iron rod; thence leaving the Section line run thence N 87 degrees 34 minutes E, 2752.30 Feet to an iron rod on the East boundary line of the Northeast Quarter of the Southwest Quarter of said Section 16; thence S 00 degrees 29 minutes W 1101.00 Feet to the Southeast corner of the Northeast Quarter of the Southwest Quarter of said Section 16 to an iron rod; thence S 87 degrees 34 minutes W, along the Quarter-Quarter Section line, 2794.03 Feet to the point of beginning.

Together with a 60 Foot wide Easement for Ingress and Egress starting at the Northwest corner of the above described property and running North along the Section line to the Northwest Corner of Section 16, Township 51 North, Range 8 West of the 5th Principal Meridian, at a point in County Road No. 424. Said easement being the West 60 Feet of the Northwest Quarter and the West 60 Feet of the Northwest Quarter of the Southwest Quarter adjacent to the North line of the above-described tract.

EXCEPTING THEREFROM:

The Southeast Quarter of the Southwest Quarter and all that part of the West Half of the Southwest Quarter, lying South of the road, as now located, in Section 9, Township 51 North, Range 8 West of the Fifth Principal Meridian, in the county ofAudrain and State of Missouri.

NEW SURVEYED LEGAL TO GOVERN ; IF APPLICABLE

IRS 1031 Tax Exchange Language
(buyer to initial)

1. **Notwithstanding anything herein to the contrary, at the time of closing, Buyer's earnest money deposit shall be returned to Buyers and shall not be applied against the purchase price The purchase price will be paid at closing in cash.**

2. **Buyer and seller agree that the purchaser's funds used to purchase property are derived from an IRS 1031 tax exchange and seller shall assign their interest to a third party intermediary.**

BOOK 503 PAGE 152

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this SEPTEMBER 13, 2003 by and between

NATIONAL REFRACTORIES AND MINERALS CORPORATION

(Collectively later called the "Seller"), and MIKE BUDDE AND OR ASSIGNS (Later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 2) at the public auction on this date (the "Auction"), is made subject to the following terms, covenants and conditions:

1. **NO OFFER· FIRMING UP THE AGREEMENT.** The delivery of this agreement to Purchaser in unsigned condition does not constitute an offer, and no contract shall form between Purchaser and Seller until such time as both Seller and Purchaser have signed this Agreement and purchaser has delivered the Earnest Money" (as described in Paragraph 3) check to :

   NORDWALD AUCTION & REAL ESTATE SERVICE

   All of this must be accomplished by 9:00 p.m. on October 14 , 2003, in order to firm up this Agreement.

2. **PROPERTY** Seller agrees to sell (subject to the provisions of paragraph 1) and Purchaser agrees to purchase approximately 252.4 acres of real estate, more or less, situated in Audrain County , Missouri, commonly referred to at the auction as tract(s) 5 - 6 - 8 - 18 as more particularly described on Exhibit "A" attached hereto and made part hereof, together with any improvements located thereon ("the property "). Purchaser hereby acknowledges and understands that the Property is being sold on an "as is, where is " basis. Purchaser further acknowledges that this Agreement is not contingent upon financing and that failure to close this transaction on or before October 14 , 2003 , due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

3. **PURCHASE PRICE** Purchaser agrees to pay to the Seller the total sum of: $312,085.00 (the "purchase price") or $1236.47 per acre (the Purchase Price Per Acre") for the property, subject to adjustment (if necessary) as provided for herein.

   Upon execution of this agreement, Purchaser will pay by check and not in cash $31,208.50 (which amount is equal to ten percent (10%) of the Purchase Price) as Earnest Money payable to and to be held in the escrow account of Tri-County Land Title Services, LLC as escrow agent, thereunder for delivery to the Seller at the time of closing or as otherwise provided for herein. Earnest Money shall be held in a non-interest bearing account.

   Purchaser shall pay the balance of the Purchase Price to the Seller at Closing in cash or form of payment acceptable to the Seller.

4. **TITLE.** Seller, at Buyers expense, shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Tri-County Land Title Services, LLC. The Title Commitment shall commit the subject title company to issue Purchaser its standard owners policy in the amount of the purchase price, showing title to the Property in the name of the Seller, subject to the following permitted exceptions: (i) rights or claims of parties in possession not shown by the public records; (ii) easements or claims of easements not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property; (iv) any lien or right of lien for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public record; (v) taxes or special assessments which are not shown as existing liens; (vi) any water , mineral or other rights already granted or reserved by other parties, including but not limited to any mineral leases and (vii) such easements, restrictions, conditions, and other matters, if any, identified in the Title Commitment. In objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

   IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

ATTACHMENT - 3

Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

5. **SURVEY; CUR CUT(S).** At Seller's option, Sellers shall provide at Seller's expense a new survey flecting the legal description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 3

   Purchaser is responsible for obtaining the necessary permit(s) for any curb cut(s) to and from any adjoining roadway on to the property.

6. **CLOSING AND POSSESSION.** THE "Closing" shall take place on or about October 14, 2003, at the office of _____ and at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller affidavit; FITPTA affidavit; organizational documents and closing statements) and equally for closing costs. Purchaser shall be entitled to possession of the property on the Closing date.

7. **CASUALTY.** If, after this agreement is executed but before closing, any improvements be destroyed or damaged by casualty, Purchaser shall be entitled to insurance settlement proceeds, if any. Purchaser shall assume the risk of such damage or destruction, and this Agreement shall not terminate because of any casualty.

8. **WARRANTIES.** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the Property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by operation of law, as to the condition, quality, serviceability or merchantability of fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

9. **MINERAL RIGHTS.** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

10. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes for the calendar year 2003 shall be prorated to date of closing. Purchaser shall assume and pay real estate taxes for the Property for the balance of the calendar year 2003 and all years thereafter. Any delinquent real estate taxes will be paid from sellers proceeds.

11. **DEFAULT.** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by

Purchaser shall entitle Seller to court costs and reasonable attorneys' fees incurred in enforcing the provisions of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement, Purchaser's sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein, shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

12. **ENVIRONMENTAL.** The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold **"as is, where is"** and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state, or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

13. **PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/TRUSTEES/EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES.**

(a) Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

14. **PROVISIONS RELATING TO THE AUCTION COMPANY/AUCTIONEER/BROKERS/ FINDERS/AGENTS.**

(a) This Agreement is solely between Seller and Purchaser. **Nordwald & Associates** (the "Auction Company") and its licensed auctioneer are employed by the Seller. The Auction Company and its auctioneer shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Seller and Purchaser agree that no auction fee is due any party in regard to this transaction other than the Auction Company and a 0% broker participation/finders fee to N/A, which Seller has agreed to pay. Seller and Purchaser agree to indemnify each other and hold each other harmless with respect to any commissions, fees, judgments, or expenses of any nature of kind which either may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other in connection with the transaction contemplated by this Agreement, or any litigation or similar proceeding arising from such claims. Seller and Purchaser represent to each other that, other than as stated herein, there is no valid basis for such claims.

(c) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

15. MISCELLANEOUS.

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of Missouri. Any provision of this Agreement which is unenforceable or invalid, or the inclusion of which would affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in full force and effect.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid. All notices addressed to Seller shall be addressed as follows:

PARTIES TO THIS AGREEMENT:

Seller:

National Refractories and
Minerals Corporation
Wellsville Fire Brick Co.

WITH A COPY TO:

Tri County Land Title Services, L.L.C.
122 Prairie St.
Whiteside, MO 63387
Ph. 573-485-2213
Fax 573-485-8376

IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written

SELLER:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

PURCHASER: X

Address 4514 County Rd 172

City, State, Zip. Williamsburg 63388

Phone: 254 3723

Fax. _____

Date : 5/12/03

If more than one Purchaser:

Special Agreements;

- ***Upon signing this document, buyer agrees to sign a Continuance Agreement for the CRP acreage that may be located on this tract if applicable. CRP payments for the contract year of 2003 shall be retained by the Sellers.***
- ***Buyer agrees to the designated cropland proration, according to percent of cropland acres per tract or as seller has designated.***
- ***Buyer agrees to current tenant rights if applicable.***

CRP Continuance Agreement (Tracts)

New owners shall agree to continue the CRP Contract signed by the sellers. New owners agree to follow the regulations of the CRP program or refund all payments previously made to the farm plus penalty payments if violations to the CRP contract occurs, based on a per acre rate.

We, the undersigned, do hereby acknowledge and agree to conform to the above-mentioned provision prior to closing.

Sellers:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

Buyers: X

Date_____

APPENDIX "A"

LEGAL DESCRIPTIONS

(To Be Attached As Pertinent)

Tract 5

TRACT 5: A tract of land being a part of Sections 12 and 13, Township 51 N., Range 9 W., and a part of Sections 7, and 18 Township 50 N., Range 8 W., Audrain County, Misssoui, and being more particularly described as follows:

Commencing at the southeast corner of said Section 12; thence N89°29 14' W, along the south line of said Section 12, 1262.57 feet, to the centerline ofAudrain County Road 343, and the point of beginning: thence continuing along said south line, N89°29'14"W, 20.0 feet, to the southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 12; thence N00°39'10"E, along the east line of said quarter quarter section, 799.89 feet; thence S88°00'02"E, 1083.84 feet, to an iron pin; thence S22°31'58"E, 532.99 feet, to an existing 24 inch Locust tree; thence S25°00'14"E, 214.85 feet to the northwesterly line of Missouri State Highway J; thence along said southeasterly line the following courses: thence S53°04'52"W, 768.51 feet; thence N36°55'08"W, 5.0 feet; thence S53°04'52"W, 355.95 feet; thence on a curve to the left, having a radius of 2944.75 feet, and an arc length of 406.18 feet, and a chord of S49°07'47"W, 405.85 feet; thence N89°43'57"W, 163.34 feet, to the centerline of said Road 343; thence N00°19'30"E, along said centerline, 861.08, to the point of beginning. Containing 35.98 acres, more or less.

Tract 6

TRACT 6: A tract of land being a part of the Northeast Quarter and the Northwest Quarter of Section 13, Township 51 N., Range 9 W., Audrain County, Missouri, and being more particularly described as follows:

Beginning at the north quarter corner of said Section 13; thence S89°29'14"E, along the north line of said Section 13 1302.57 feet, to the centerline of Audrain County Road 343; thence S00°19'30"W, along said centerline, 861.08 feet, to the northerly right of way line of Missouri State Highway J· thence N89°43'57"W, along said northerly line, 36.74 feet, to an existing corner post; thence along said northerly line, S00°15'55"W, 56.01 feet; thence S39°59'51"W, 165.82 feet, to an existing corner post; thence S81°01'06"W, 65.07 feet to an existing corner post; thence N13°36'32"E, 8.60 feet, to an existing corner post; thence N89°15'52"W, 933.12 feet to an iron pin; thence N36°40'W, 395.95 feet to an existing corner post, thence S52°06'52"W, 696.08 feet, to an existing corner post; thence N62°43'13"W, 751.38 feet, to the centerline of the South Fork of the Salt River; thence along said centerline the following courses: thence N67°34'08"E, 32.83 feet; thence N19°16'40"E, 257.98 feet; thence N07°01'52"E, 177.73 feet; thence N38°21'19"E, 492.34 feet, to the north line of said Section 13; thence S89°29'14"E, 852.12 feet, to the point of beginning. Containing 55.50 acres, more or less.

Tract 8

Tract 8: A tract of land being a part of Section 13, Township 51 N., Range 9 W.,Audrain County Missouri, and being more particularly described as follows:

Commencing at an existing nail at the northwest corner of said Section 13; thence S89°29'14"E, along the north line of said Section 13 1282.57 feet, to an iron pin at the northwest corner of the Northeast Quarter of the of the Northwest Quarter of said Section 13; thence S00°51'37"W, along the west line of said quarter quarter section, 822.46 feet, to the centerline of the South Fork of the Salt River and the point of beginning thence S62°43'13"E, 751.38 feet, to an existing corner post· thence S40°53'06"E, 150.12 feet, to an existing corner post; thence S35°30'25"E, 1096.04 feet, to an existing corner post; thence S59°45'38"E, 49.04 feet, to an existing corner post; thence N79°05'17"E. 136.95 feet, to an existing corner post; thence N61°42'47"E, 248.77 feet, to an existing corner post; thence S49°42'17"E, 54.33 feet, to the northwesterly line of Missouri State Highway J; thence along said northwesterly line the following courses; thence S36°06'10"W, 76.15 feet; thence on a curve to left, having a radius of 2954.78 feet, and an arc length of 412.57 feet, and a chord of S26°19'35"W, 412.23 feet; thence S13°29'41"W, 111.04 feet; thence S20°11'15"W, 614.35 feet; thence leaving said northwesterly line, S87°03'42"W, 701.92 feet; thence N46°48'17"W, 1367.15 feet, to an iron pin; thence N84°02'57"W, 45.64 feet, to the centerline of said River; thence along said centerline the following courses; thence N05°10'55"W, 114.19 feet; thence N37°30'45"W, 260.52 feet; thence N09°52'40"W, 233.54 feet; thence N22°09'06"W, 190.53 feet; thence N11°14'44"E, 120.02 feet; thence N06°56'18"W, 119.25 feet; thence N27°59'49"W, 159.92 feet; thence N46°49'51"W, 189.29 feet; thence N28°02'22"W, 27.15 feet; thence N09°08'19"E, 122.64 feet; thence N20°23'08"E, 104.03 feet; thence N47°39'07"E, 88.46 feet; thence N54°36'57"125.25 feet; thence N75°17'58"E, 124.14 feet; thence S80°07'57"E, 71.65 feet; thence S54°32'39"E, 169.79 feet; thence S36°05'06"E, 87.07 feet; thence N87°38'54"E, 83.03 feet; thence N67°34'08"E, 39.30 feet, to the point of beginning. Containing 80.92 acres more or less.

The hereinabove is benefited by a driveway easement described as follows:
An easement over, across, and under a tract of land being a part of the Northeast Quarter of Section 13, Township 51 N., Range 9 W., Audrain County, Missouri, and being more particularly described as follows:

Commencing at the north quarter corner of said Section 13; thence S89°29'14"E, along the north line of said Section 13, 1302.57 feet, to the centerline ofAudrain County Road 343; thence S00°19'30"W, along said centerline, 861.08 feet, to the northerly right of way line of Missouri State Highway J; thence along said northerly line the following courses thence N89°43'57" W, 36.74 feet, to an existing corner post; thence S00°15'55" W, 254.08 feet; thence on a curve to the left, having a radius of 2924.75 feet, and an arc length of 145.17 feet, and a chord of S37°27'05"W., 145.15 feet; thence S36°01'46"W, 59.06 feet; thence S36°01'46"W, 352.42 feet; thence N53°58'14"W, 15.0 feet; thence S36°01'46" W, 7.75 feet ; thence continuing S36°01'46"W, 407.10 feet; thence S36°06'10"W, 109.19 feet, to the point of beginning; thence

continuing S36°06'10"W, 108.28 feet; thence N49°42'17"W, 54.33 feet, to an existing corner post; thence N51°43'03"E, 108.67 feet; thence S53°04'21"E, 24.94 feet to the point of beginning.

NOTE: THE LEGAL IS SUBJECT TO CHANGE SLIGHTLY SURVEYOR MOVING SOUTHLINE AWAITING NEW LEGAL

TRACT 15, 16, 17 & 18

The Northeast Quarter, and the Northeast Fourth of the Southeast Quarter of Section 28, in Township 52 North, of Range 8 West of the 5th P.M., in the County of Audrain, State of Missouri, containing 200 acres more or less.

NEW SURVEYED LEGAL TO GOVERN , IF APPLICABLE

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this SEPTEMBER 13, 2003 by and between

NATIONAL REFRACTORIES AND MINERALS CORPORATION

(Collectively later called the "Seller"), and BRUCE STUART (Later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 2) at the public auction on this date (the "Auction"), is made subject to the following terms, covenants and conditions:

1. **NO OFFER; FIRMING UP THE AGREEMENT.** The delivery of this agreement to Purchaser in unsigned condition does not constitute an offer, and no contract shall form between Purchaser and Seller until such time as both Seller and Purchaser have signed this Agreement and purchaser has delivered the "Earnest Money" (as described in Paragraph 3) check to :

   NORDWALD AUCTION & REAL ESTATE SERVICE

   All of this must be accomplished by 9:00 p.m. on October 14 , 2003, in order to firm up this Agreement.

2. **PROPERTY** Seller agrees to sell (subject to the provisions of paragraph 1) and Purchaser agrees to purchase approximately 57 acres of real estate, more or less, situated in Audrain County , Missouri, commonly referred to at the auction as tract(s) 14 as more particularly described on Exhibit "A" attached hereto and made part hereof, together with any improvements located thereon ("the property "). Purchaser hereby acknowledges and understands that the Property is being sold on an "as is, where is " basis. Purchaser further acknowledges that this Agreement is not contingent upon financing and that failure to close this transaction on or before October 14 , 2003 , due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

3. **PURCHASE PRICE** Purchaser agrees to pay to the Seller the total sum of: $79,800.00 (the "purchase price") or $1,400.00 per acre (the Purchase Price Per Acre") for the property, subject to adjustment (if necessary) as provided for herein.

   Upon execution of this agreement, Purchaser will pay by check and not in cash $7,980.00 (which amount is equal to ten percent (10%) of the Purchase Price) as Earnest Money payable to and to be held in the escrow account of Tri-County Land Title Services, LLC as escrow agent, thereunder for delivery to the Seller at the time of closing or as otherwise provided for herein. Earnest Money shall be held in a non- interest bearing account.

   Purchaser shall pay the balance of the Purchase Price to the Seller at Closing in cash or form of payment acceptable to the Seller.

4. **TITLE.** Seller, at **Buyers** expense, shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Tri-County Land Title Services, LLC. The Title Commitment shall commit the subject title company to issue Purchaser its standard owners policy in the amount of the purchase price, showing title to the Property in the name of the Seller, subject to the following permitted exceptions: (I) rights or claims of parties in possession not shown by the public records; (ii) easements or claims of easements not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property: (iv) any lien or right of lien for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public record; (v) taxes or special assessments which are not shown as existing liens; (vi) any water , mineral or other rights already granted or reserved by other parties, including but not limited to any mineral leases and (vii) such easements, restrictions, conditions, and other matters, if any, identified in the Title Commitment. In objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

   IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

ATTACHMENT - 4

Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

5. **SURVEY, CURB CUT(S).** At Seller's option, Sellers shall provide at Seller's expense a new survey reflecting the legal description acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 3

   Purchaser is responsible for obtaining the necessary permit(s) for any curb cut(s) to and from **any adjoining roadway** on to the property.

6. **CLOSING AND POSSESSION.** THE "Closing" shall take place on or about **October 14, 2003**, at the office of _____ and at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller affidavit; FITPTA affidavit; organizational documents and closing statements) and equally for closing costs. Purchaser shall be entitled to possession of the property on the Closing date.

7. **CASUALTY.** If, after this agreement is executed but before closing, any improvements be destroyed or damaged by casualty, Purchaser shall be entitled to insurance settlement proceeds, if any. Purchaser shall assume the risk of such damage or destruction, and this Agreement shall not terminate because of any casualty.

8. **WARRANTIES.** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the Property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by operation of law, as to the condition, quality, serviceability or merchantability of fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

9. **MINERAL RIGHTS.** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

10. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes for the calendar year 2003 shall be prorated to date of closing. Purchaser shall assume and pay real estate taxes for the Property for the balance of the calendar year 2003 and all years thereafter. Any delinquent real estate taxes will be paid from sellers proceeds.

11. **DEFAULT.** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by

Purchaser shall entitle Seller to court costs and reasonable attorneys' fees incurred in enforcing the provisions of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement, Purchaser's sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein, shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

12. **ENVIRONMENTAL.** The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold **"as is, where is"** and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state, or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property, include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

13. **PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/TRUSTEES/EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES.**

(a) Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

14. **PROVISIONS RELATING TO THE AUCTION COMPANY/AUCTIONEER/BROKERS/ FINDERS/AGENTS.**

(a) This Agreement is solely between Seller and Purchaser. **Nordwald & Associates** (the "Auction Company") and its licensed auctioneer are employed by the Seller. The Auction Company and its auctioneer shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Seller and Purchaser agree that no auction fee is due any party in regard to this transaction other than the Auction Company and a 0% broker participation/finders fee to N/A, which Seller has agreed to pay. Seller and Purchaser agree to indemnify each other and hold each other harmless with respect to any commissions, fees, judgments, or expenses of any nature of kind which either may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other in connection with the transaction contemplated by this Agreement, or any litigation or similar proceeding arising from such claims. Seller and Purchaser represent to each other that, other than as stated herein, there is no valid basis for such claims.

(c) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

15. **MISCELLANEOUS.**

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of Missouri. Any provision of this Agreement which is unenforceable or invalid or the inclusion of which would affect the validity, legality, or enforcement of this Agreement shall be of no effect but all the remaining provisions of the Agreement shall remain in full force and effect.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid. All notices addressed to Seller shall be addressed as follows:

PARTIES TO THIS AGREEMENT:

Seller:

National Refractories and
Minerals Corporation
Wellsville Fire Brick Co.

WITH A COPY TO:

Tri County Land Title Services, L.L.C.
122 Prairie St.
Whiteside, MO 63387
Ph. 573-485-2213
Fax 573-485-8376

IN WITN SS WH REOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

S LL R:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

PURCHASER:

X _____

Address 1615 E Hillcrest

City, State, Zip: Magdalena NM 87825

Phone: 581 6747

Fax: 581 6828

Date : _____

If more than one Purchaser:

Special Agreements;

- ***Upon signing this document, buyer agrees to sign a Continuance Agreement for the CRP acreage that may be located on this tract if applicable. CRP payments for the contract year of 2003 shall be retained by the Sellers.***
- ***Buyer agrees to the designated cropland proration, according to percent of cropland acres per tract or as seller has designated.***
- ***Buyer agrees to current tenant rights if applicable.***

CRP Continuance Agreement (Tracts)

New owners shall agree to continue the CRP Contract signed by the sellers. New owners agree to follow the regulations of the CRP program or refund all payments previously made to the farm plus penalty payments if violations to the CRP contract occurs, based on a per acre rate.

We, the undersigned, do hereby acknowledge and agree to conform to the above-mentioned provision prior to closing.

Sellers:

_____
Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

Buyers:

_____

_____

Date_____

APPENDIX "A"

LEGAL DESCRIPTIONS

(To Be Attached As Pertinent)

TRACT 14

The South half of the Southwest Quarter and the South half of the North half of the Southwest Quarter of Section 3· and the Northwest fourth of the Northwest Quarter of Section 10; all in Township 51 North, of Range 8 West of the Fifth Principal Meridian in the County of Audrain and State of Missouri, subject to right of way easement to Panhandle Eastern Pipe Line Company, recorded in Book 114 at page 224 of the Deed Records of Audrain County, Missouri.

Excepting Therefrom:
The Northwest Quarter of the Northwest Quarter of Section Ten (10), Township Fifty-one (51), Range Eight (8) West of the 5th P.M. in the County of Audrain and State of Missouri, except that part conveyed to the State of Missouri for Highway Purposes.

Excepting Therefrom:
A tract of land being part of the Southwest Quarter of Section 3, Township 51 North, Range 8 West of the Fifth Principal Meridian, in the County of Audrain and State of Missouri, described as follows: Commencing at the Southwest corner of said Section 3; thence N 02 degrees, 23 minutes East along the section line, 35.0 Feet to the Northern Right of Way line of Missouri Highway "KK", and the point of beginning for this description; thence continuing N 02 degrees, 23 minutes East along the Section line, 1880.73 Feet to the Northwest corner of the South half of the North half of the Southwest Quarter of said Section 3, per original survey of same as filed for record in Survey Record Book "C, at Page 270 in the office of the Recorder of Deeds of Audrain County, Missouri; thence N 88 degrees 15 minutes East along the North line of said South half, 1737.31 Feet to an iron rod set on the Western side of a branch; thence Southerly along the Western Side of said branch on the following courses, S 29 degrees, 17 minutes West 149.77 Feet; thence South 75 degrees. 3 minutes West, 159.72 Feet; thence South 57 degrees, 0 minutes West 202.40 Feet; thence South 47 degrees, 22 minutes West, 269.60 Feet; thence South 07 degrees, 57 minutes West, 123.69 Feet; thence South 05 degrees, 37 minutes West, 164.22 Feet, thence South 06 degrees, 54 minutes East, 186.85 Feet; thence South 10 degrees, 26 minutes East, 235.73 Feet; thence South 11 degrees, 32 minutes East, 277.23 Feet; thence South 47 degrees, 06 minutes East, 210.52 Feet; thence South 48 degrees, 43 minutes East, 249.79 Feet; thence South 28 degrees, 48 minutes East, 156.76 Feet to the North Right of Way line of Missouri Highway "KK"; thence South 88 degrees, 26 minutes West along said Right of Way, said line being 35.0 Feet North from the South line of the Southwest Quarter of said Section 3, 1724.67 Feet to the point of beginning.

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this SEPTEMBER 13, 2003 by and between

NATIONAL REFRACTORIES AND MINERALS CORPORATION

(Collectively later called the "Seller") and DALE BRIDGFORD (Later called the "Purchaser") as the highest bidder on the property (as defined in Paragraph 2) at the public auction on this date (the "Auction") is made subject to the following terms covenants and conditions:

1. **NO OFFER; FIRMING UP THE AGREEMENT.** The delivery of this agreement to Purchaser in unsigned condition does not constitute an offer, and no contract shall form between Purchaser and Seller until such time as both Seller and Purchaser have signed this Agreement and purchaser has delivered the "Earnest Money" (as described in Paragraph 3) check to :

   NORDWALD AUCTION & REAL ESTATE SERVICE

   All of this must be accomplished by 9:00 p.m. on October 14, 2003, in order to firm up this Agreement.

2. **PROPERTY** Seller agrees to sell (subject to the provisions of paragraph 1) and Purchaser agrees to purchase approximately *18.20* acres of real estate, more or less, situated in Audrain County, Missouri, commonly referred to at the auction as tract(s) 10 as more particularly described on Exhibit "A" attached hereto and made part hereof, together with any improvements located thereon ("the property "). Purchaser hereby acknowledges and understands that the Property is being sold on an "as is, where is " basis. Purchaser further acknowledges that this Agreement is not contingent upon financing and that failure to close this transaction on or before October 14, 2003, due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

3. **PURCHASE PRICE** Purchaser agrees to pay to the Seller the total sum of: $27,300.00 (the "purchase price") or $1,500.00 per acre (the Purchase Price Per Acre") for the property, subject to adjustment (if necessary) as provided for herein.

   Upon execution of this agreement, Purchaser will pay by check and not in cash $2,730.00 (which amount is equal to ten percent (10%) of the Purchase Price) as Earnest Money payable to and to be held in the escrow account of Tri-County Land Title Services, LLC as escrow agent, thereunder for delivery to the Seller at the time of closing or as otherwise provided for herein. Earnest Money shall be held in a non- interest bearing account.

   Purchaser shall pay the balance of the Purchase Price to the Seller at Closing in cash or form of payment acceptable to the Seller.

4. **TITLE.** Seller, at Buyers expense, shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Tri-County Land Title Services, LLC. The Title Commitment shall commit the subject title company to issue Purchaser its standard owners policy in the amount of the purchase price, showing title to the Property in the name of the Seller, subject to the following permitted exceptions: (I) rights or claims of parties in possession not shown by the public records; (ii) easements or claims of easements not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property: (iv) any lien or right of lien for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public record; (v) taxes or special assessments which are not shown as existing liens; (vi) any water , mineral or other rights already granted or reserved by other parties, including but not limited to any mineral leases and (vii) such easements, restrictions, conditions, and other matters, if any, identified in the Title Commitment. In objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

   IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

ATTACHMENT – 5

Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

5. **SURVEY; CU CUT(S).** At Seller's option, Sellers shall provide at Seller's expense a new survey flecting the legal description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 3

Purchaser is responsible for obtaining the necessary permit(s) for any curb cut(s) to and from any adjoining roadway on to the property.

6. **CLOSING AND POSSESSION.** THE "Closing" shall take place on or about October 14, 2003, at the office of _____ and at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller affidavit; FITPTA affidavit; organizational documents and closing statements) and equally for closing costs. Purchaser shall be entitled to possession of the property on the Closing date.

7. **CASUALTY.** If, after this agreement is executed but before closing, any improvements be destroyed or damaged by casualty, Purchaser shall be entitled to insurance settlement proceeds, if any. Purchaser shall assume the risk of such damage or destruction, and this Agreement shall not terminate because of any casualty.

8. **WARRANTIES.** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the Property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by operation of law, as to the condition, quality, serviceability or merchantability of fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

9. **MINERAL RIGHTS.** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

10. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes for the calendar year 2003 shall be prorated to date of closing. Purchaser shall assume and pay real estate taxes for the Property for the balance of the calendar year 2003 and all years thereafter. Any delinquent real estate taxes will be paid from sellers proceeds.

11. **DEFAULT.** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by

Purchaser shall entitle Seller to court costs and reasonable attorneys' fees incurred in enforcing the provisions of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement, Purchaser's sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein, shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

12. **ENVIRONMENTAL.** The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold **"as is, where is"** and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state, or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

13. **PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/TRUSTEES/EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES.**

(a) Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

14. **PROVISIONS RELATING TO THE AUCTION COMPANY/AUCTIONEER/BROKERS/ FINDERS/AGENTS.**

(a) This Agreement is solely between Seller and Purchaser. **Nordwald & Associates** (the "Auction Company") and its licensed auctioneer are employed by the Seller. The Auction Company and its auctioneer shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Seller and Purchaser agree that no auction fee is due any party in regard to this transaction other than the Auction Company and a 0% broker participation/finders fee to N/A, which Seller has agreed to pay. Seller and Purchaser agree to indemnify each other and hold each other harmless with respect to any commissions, fees, judgments, or expenses of any nature of kind which either may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other in connection with the transaction contemplated by this Agreement, or any litigation or similar proceeding arising from such claims. Seller and Purchaser represent to each other that, other than as stated herein, there is no valid basis for such claims.

(c) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

15. **ISCELLANEOUS.**

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of issouri. Any provision of this Agreement which is unenforceable or invalid, or the inclusion of which would affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in full force and effect.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid. All notices addressed to Seller shall be addressed as follows:

PARTIES TO THIS AGREEMENT:

Seller:

National Refractories and
Minerals Corporation
Wellsville Fire Brick Co.

WITH A COPY TO:

Tri County Land Title Services, L.L.C.
122 Prairie St.
Whiteside, MO 63387
Ph. 573-485-2213
Fax 573-485-8376

IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

SELLER:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

PURCHASER: Dale Bridgford

705 S. Oliver

Address " "

City, State, Zip: Mexico, MO. 65265

Phone: 573" 581-1753

Fax:

Date: 9-13-03

If more than one Purchaser:

Special Agreements;

- ***Upon signing this document, buyer agrees to sign a Continuance Agreement for the CRP acreage that may be located on this tract if applicable. CRP payments for the contract year of 2003 shall be retained by the Sellers.***
- ***Buyer agrees to the designated cropland proration, according to percent of cropland acres per tract or as seller has designated.***
- ***Buyer agrees to current tenant rights if applicable.***

CRP Continuance Agreement (Tracts)

New owners shall agree to continue the CRP Contract signed by the sellers. New owners agree to follow the regulations of the CRP program or refund all payments previously made to the farm plus penalty payments if violations to the CRP contract occurs, based on a per acre rate.

We, the undersigned, do hereby acknowledge and agree to conform to the above-mentioned provision prior to closing.

Sellers:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

Date_____

Buyers:

APPENDIX "A"

LEGAL DESCRIPTIONS

(To Be Attached As Pertinent)

Tract 10-A

TRACT 10-A. A tract of land being a part of the Southwest Quarter of Section 13, and a part of the Northwest Quarter of Section 24, Township 51 N., Range 9 W., Audrain County, Missouri, and being more particularly described as follows:

Beginning at an existing iron pipe at the southwest corner of said Section 13; thence S89°09'40"E, along the south line of said Section 13, 916.38 feet, to an existing iron pipe at the southwest corner of a tract of land as shown on a survey by LS 1171 and dated January, 1976; thence N32°51'19"E, 617.58 feet, to an existing corner post as shown on said survey; thence S89°56'32"E, 282.14 feet, to an existing corner post on the westerly right of way line of Audrain County Road 351 (a.k.a. Old Highway J); thence along said westerly right of way line the following courses: thence S32°47'56"W, 418.86 feet; thence on a curve to the right, having a radius of 1106.20 feet, and an arc length of 289.60 feet, and a chord of S40°17'56"W, 288.78 feet; thence S47°47'56"W, 391.70 feet; thence on a curve to the left, having a radius of 2904.26 feet, and an arc length of 245.84 feet and a chord of S45°22'26"W, 245.77 feet; thence S42°56'56"W, 219.40 feet; thence N47°03'04"W, 200.0 feet, thence S42°56'56"W, 67.91 feet to the centerline of the South Fork of the Salt River; thence along said centerline the following courses: thence N04°32'22"E, 56.98 feet; thence N44°49'52"W, 164.55 feet; thence N77°15'50"W, 219.91 feet, to the west line of said Section 24; thence N02°09'57"E, 355.31 feet, to the point of beginning. Containing 13.73 acres, more or less.

Tract 10-B

TRACT 10-B: A tract of land being a part of Section 13, Township 51 N., Range 9 W., Audrain County, Missouri, and being more particularly described as follows:

Commencing at an existing iron pipe at the southwest corner of said Section 13; thence S89°09'40"E, along the south line of said Section 13, 1278.38 feet, to the easterly right of way line of Audrain County Road 351 (a.k.a. Old Highway J); thence continuing along said south line, S89°09'40"E, 159.80 feet, to the northwesterly line of Missouri State Highway J; thence along said northwesterly line the following courses: thence on a curve to the right, having a radius of 2939.80 feet, and an arc length of 304.41 feet, and a chord of N30°55'47"E, 304.28 feet; thence N22°19'15"E, 212.89 feet; thence on a curve to the right, having a radius of 2989.80 feet, and an arc length of 142.75 feet, and a chord of N39°15'51"E, 142.74 feet; thence N40°37'55"E, 462.38 feet; thence on a curve to the left, having a radius of 2739.77 feet, and an arc length of 383.34 feet, and a chord of N36°37'25"E, 383.03 feet; thence N43°44'42"E, 197.98 feet, to Station 131+00 as shown on the plans of said Highway J; thence S72°46'19"W, 97.83 feet, to said easterly right of way line of said Audrain County Road 351, at Station 64+90.5 as shown on the plans of the 1948 relocation of said Highway J; thence along said right of way line the following courses: thence S56°22'56"W, 301.8 feet; thence on a curve to the left, having a radius of 533.53 feet, and an arc length of 235.90 feet, and a chord of S43°42'56"W, 233.98 feet; thence S31°02'56"W, 224.10 feet; thence on a curve to the right, having a radius of 5769.13 feet and an arc length of 176.21 feet, and a chord of S31°55'26"W, 176.20 feet; thence S32°47'56"W, 633.30 feet; thence on a curve to the right, having a radius of 1186.20 feet, and an arc length of 160.18 feet, and a chord of S36°40'02"W, 160.06 feet, to the point of beginning. Containing 4.47 acres, more or less.

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this SEPTEMBER 13, 2003 by and between

NATIONAL REFRACTORIES AND MINERALS CORPORATION

(Collectively later called the "Seller"), and HARVEY GIFFORD (Later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 2) at the public auction on this date (the "Auction"), is made subject to the following terms, covenants and conditions:

1. **NO OFFER; FIRMING UP THE AGREEMENT.** The delivery of this agreement to Purchaser in unsigned condition does not constitute an offer, and no contract shall form between Purchaser and Seller until such time both Seller and Purchaser have signed this Agreement and purchaser has delivered the "Earnest Money" (as described in Paragraph 3) check to :

   NORDWALD AUCTION & REAL STATE SERVICE

   All of this must be accomplished by 9:00 p.m. on October 14, 2003, in order to firm up this Agreement.

2. **PROPERTY** Seller agrees to sell (subject to the provisions of paragraph 1) and Purchaser agrees to purchase approximately 71.24 acres of real estate, more or less, situated in Audrain County, Missouri, commonly referred to at the auction as tract(s) 9 as more particularly described on Exhibit "A" attached hereto and made part hereof, together with any improvements located thereon ("the property "). Purchaser hereby acknowledges and understands that the Property is being sold on an "as is, where is " basis. Purchaser further acknowledges that this Agreement is not contingent upon financing and that failure to close this transaction on or before October 14, 2003, due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

3. **PURCHASE PRICE** Purchaser agrees to pay to the Seller the total sum of: $146,897.00 (the "purchase price") or $2,062.00 per acre (the Purchase Price Per Acre") for the property, subject to adjustment (if necessary) as provided for herein.

   Upon execution of this agreement, Purchaser will pay by check and not in cash $14,398.70 (which amount is equal to ten percent (10%) of the Purchase Price) as Earnest Money payable to and to be held in the escrow account of Tri-County Land Title Services, LLC as escrow agent, thereunder for delivery to the Seller at the time of closing or as otherwise provided for herein. Earnest Money shall be held in a non-interest bearing account.

   Purchaser shall pay the balance of the Purchase Price to the Seller at Closing in cash or form of payment acceptable to the Seller.

4. **TITLE.** Seller, at Buyers expense, shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Tri-County Land Title Services, LLC. The Title Commitment shall commit the subject title company to issue Purchaser its standard owners policy in the amount of the purchase price, showing title to the Property in the name of the Seller, subject to the following permitted exceptions: (i) rights or claims of parties in possession not shown by the public records; (ii) easements or claims of easements not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property: (iv) any lien or right of lien for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public record; (v) taxes or special assessments which are not shown as existing liens; (vi) any water , mineral or other rights already granted or reserved by other parties, including but not limited to any mineral leases and (vii) such easements, restrictions, conditions, and other matters, if any, identified in the Title Commitment. In objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

   IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

ATTACHMENT - 6

Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

5. **SURVEY; CURB CUT(S).** At Seller's option, Sellers shall provide at Seller's expense a new survey reflecting the legal description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 3

   Purchaser is responsible for obtaining the necessary permit(s) for any curb cut(s) to and from **any adjoining roadway** on to the property.

6. **CLOSING AND POSSESSION.** THE "Closing" shall take place on or about **October 14, 2003**, at the office of _____ and at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller affidavit; FITPTA affidavit; organizational documents and closing statements) and equally for closing costs. Purchaser shall be entitled to possession of the property on the Closing date.

7. **CASUALTY.** If, after this agreement is executed but before closing, any improvements be destroyed or damaged by casualty, Purchaser shall be entitled to insurance settlement proceeds, if any. Purchaser shall assume the risk of such damage or destruction, and this Agreement shall not terminate because of any casualty.

8. **WARRANTIES.** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the Property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by operation of law, as to the condition, quality, serviceability or merchantability of fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

9. **MINERAL RIGHTS.** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

10. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes for the calendar year 2003 shall be prorated to date of closing. Purchaser shall assume and pay real estate taxes for the Property for the balance of the calendar year 2003 and all years thereafter. Any delinquent real estate taxes will be paid from sellers proceeds.

11. **DEFAULT.** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by

Purchaser shall entitle Seller to court costs and reasonable attorneys' fees incurred in enforcing the provisions of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement Purchaser's sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

12. **ENVIRONMENTAL.** The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold **"as is, where is"** and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state, or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

13. **PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/TRUSTEES/EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES.**

(a) Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

14. **PROVISIONS RELATING TO THE AUCTION COMPANY/AUCTIONEER/BROKERS/ FINDERS/AGENTS.**

(a) This Agreement is solely between Seller and Purchaser. **Nordwald & Associates** (the "Auction Company") and its licensed auctioneer are employed by the Seller. The Auction Company and its auctioneer shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Seller and Purchaser agree that no auction fee is due any party in regard to this transaction other than the Auction Company and a 0% broker participation/finders fee to N/A, which Seller has agreed to pay. Seller and Purchaser agree to indemnify each other and hold each other harmless with respect to any commissions, fees, judgments, or expenses of any nature of kind which either may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other in connection with the transaction contemplated by this Agreement, or any litigation or similar proceeding arising from such claims. Seller and Purchaser represent to each other that, other than as stated herein, there is no valid basis for such claims.

(c) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

15. MISCELLANEOUS

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of Missouri. Any provision of this Agreement which is unenforceable or invalid, or the inclusion of which would affect the validity legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in full force and effect.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid. All notices addressed to Seller shall be addressed as follows:

PARTIES TO THIS AGREEMENT:

Seller:

National Refractories and
Minerals Corporation
Wellsville Fire Brick Co.

WITH A COPY TO:

Tri County Land Title Services, L.L.C.
122 Prairie St.
Whiteside, MO 63387
Ph. 573-485-2213
Fax 573-485-8376

IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written

SELLER:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp

PURCHASER: Harvey Gifford

Address 17924 E Hy 32

City, State, Zip: Thompson MO 65785

Phone: 581 1157

Fax: 581 1398

Date: 9-13-03

If more than one Purchaser:

Special Agreements;

- ***Upon signing this document, buyer agrees to sign a Continuance Agreement for the CRP acreage that may be located on this tract if applicable. CRP payments for the contract year of 2003 shall be retained by the Sellers.***
- ***Buyer agrees to the designated cropland proration, according to percent of cropland acres per tract or as seller has designated.***
- ***Buyer agrees to current tenant rights if applicable.***

CRP Continuance Agreement (Tracts)

New owners shall agree to continue the CRP Contract signed by the sellers. New owners agree to follow the regulations of the CRP program or refund all payments previously made to the farm plus penalty payments if violations to the CRP contract occurs, based on a per acre rate.

We, the undersigned, do hereby acknowledge and agree to conform to the above-mentioned provision prior to closing.

Sellers:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

Buyers:

Date_____

APPENDIX "A"

LEGAL DESCRIPTIONS

(To Be Attached As Pertinent)

Tract 9

Tract 9: A tract of land being a part of Section 13, Township 51 N., Range 9 W.,Audrain County, Missouri, and being more particularly described as follows:

Commencing at an existing iron pipe at the southwest corner of said Section 13; thence N00°55'11"E, along the west line of said Section 13, 1319.18 feet, to the southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 13; thence S89°27 14 'E, along the south line of said quarter quarter section, 45.95 feet, to the centerline of the South Fork of the Salt River, and the point of beginning: thence continuing along said south line, S89°27'14' E, 1218.78 feet, to an existing corner post at the southeast corner of said quarter quarter section; thence S89°12'16"E, along the south line of the Northeast Quarter of the Southwest Quarter of said Section 13, 1012.51 feet, to the easterly right of way line ofAudrain County Road 351 (a.k.a. Old Highway J); Thence N56°22'56"E, along said easterly right of way line, 48.51 feet, to Station 64+90.5 PC according to the plans of the 1948 relocation of said Highway J; thence N72°46'19"E, 97.83 feet, to the northwesterly line of Missouri State Highway J at Station 131+00 as shown on the plans of said Highway; thence along said northwesterly line the following courses: thence on a curve to the left, having radius of 2784.77 feet, and an arc length of 409.62 feet, and a chord of N24°24'05"E, 409.25 feet; thence N01°53'31"W, 106.41 feet; thence N39°16'51"E, 137.57 feet; thence N20°11'15"E, 128.70 feet; thence leaving said northwesterly line, S87°03'42"W, 701.92 feet; thence N46°48'17"W, 1367.15 feet, to an iron pin; thence N84°02'57"W, 45.64 feet, to the centerline of said River; thence along said centerline the following courses: thence S40°25'57"W, 129.04 feet; thence S57°15'34"W, 77.12 feet; thence S76°57'34"W, 41.08feet; thence N78°34'50"W, 86.31 feet; thence N40°11'09"W, 162.90 feet; thence N58°52'33"W, 225.23 feet; thence S87°00'15"W, 164.29 feet; thence S69°58W 232.83 feet thence S63°25'41"W, 221.50 feet; thence S20°59'40"W, 135.87 feet; thence S27°30'50"E, 263.96 feet; thence S61°16'17"E, 162.26 feet; thence S82°17'32"E, 256.06 feet ; thence S58°30'10"E, 166.15 feet; thence S44°15'07"E, 129.31 feet; thence S07°59'41"E, 115.73 feet; thence S05°12'19"W, 101.32 feet; thence S77°06'58"W, 80.93 feet; thence N66°04'34"W,139.43 feet; thence S76°38'37"W, 160.43 feet; thence S42°02'51"W, 144.71 feet; thence S15°26'20"W, 150.80 feet; thence S01°42'57"E, 335.40 feet; thence S07°38'03"E, 108.47 feet, to the point of beginning. Containing 71.24 acres, more or less.

NOTE: THE LEGAL IS SUBJECT TO CHANGE SLIGHTLY SURVEYOR MOVING NORTH LINE AWAITING NEW LEGAL

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this SEPTEMBER 13, 2003 by and between

NATIONAL REFRACTORIES AND MINERALS CORPORATION

(Collectively later called the "Seller"), and ROBERT LANPHIER (Later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 2) at the public auction on this date (the "Auction"), is made subject to the following terms, covenants and conditions:

1. **NO OFFER; FIRMING UP THE AGREEMENT.** The delivery of this agreement to Purchaser in unsigned condition does not constitute an offer, and no contract shall form between Purchaser and Seller until such time as both Seller and Purchaser have signed this Agreement and purchaser has delivered the "Earnest Money" (as described in Paragraph 3) check to :

   NORDWALD AUCTION & REAL ESTATE SERVICE

   All of this must be accomplished by 9:00 p.m. on October 14, 2003, in order to firm up this Agreement.

2. **PROPERTY** Seller agrees to sell (subject to the provisions of paragraph 1) and Purchaser agrees to purchase approximately__acres of real estate, more or less, situated in Montgomery/Audrain County, Missouri, commonly referred to at the auction as tract(s) A - G (101-107) as more particularly described on Exhibit "A" attached hereto and made part hereof, together with any improvements located thereon ("the property "). Purchaser hereby acknowledges and understands that the Property is being sold on an "as is, where is " basis. Purchaser further acknowledges that this Agreement is not contingent upon financing and that failure to close this transaction on or before October 14, 2003, due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

3. **PURCHASE PRICE** Purchaser agrees to pay to the Seller the total sum of: $384,000.00 (the "purchase price") or $___ per acre (the Purchase Price Per Acre") for the property, subject to adjustment (if necessary) as provided for herein.

   Upon execution of this agreement, Purchaser will pay by check and not in cash $38,400.00 (which amount is equal to ten percent (10%) of the Purchase Price) as Earnest Money payable to and to be held in the escrow account of Tri-County Land Title Services, LLC as escrow agent, thereunder for delivery to the Seller at the time of closing or as otherwise provided for herein. Earnest Money shall be held in a non-interest bearing account.

   Purchaser shall pay the balance of the Purchase Price to the Seller at Closing in cash or form of payment acceptable to the Seller.

4. **TITLE.** Seller, at **Buyers** expense, shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Tri-County Land Title Services, LLC. The Title Commitment shall commit the subject title company to issue Purchaser its standard owners policy in the amount of the purchase price, showing title to the Property in the name of the Seller, subject to the following permitted exceptions: (i) rights or claims of parties in possession not shown by the public records; (ii) easements or claims of easements not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property: (iv) any lien or right of lien for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public record; (v) taxes or special assessments which are not shown as existing liens; (vi) any water , mineral or other rights already granted or reserved by other parties, including but not limited to any mineral leases and (vii) such easements, restrictions, conditions, and other matters, if any, identified in the Title Commitment. In objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

   IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

ATTACHMENT - 7

Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

5. **SURVEY; CURB CUT(S).** At Seller's option, Sellers shall provide at Seller's expense a new survey reflecting the legal description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 3

   Purchaser is responsible for obtaining the necessary permit(s) for any curb cut(s) to and from **any adjoining roadway** on to the property.

6. **CLOSING AND POSSESSION.** THE "Closing" shall take place on or about **October 14, 2003**, at the office of _____ and at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller affidavit; FITPTA affidavit; organizational documents and closing statements) and equally for closing costs. Purchaser shall be entitled to possession of the property on the Closing date.

7. **CASUALTY.** If, after this agreement is executed but before closing, any improvements be destroyed or damaged by casualty, Purchaser shall be entitled to insurance settlement proceeds, if any. Purchaser shall assume the risk of such damage or destruction, and this Agreement shall not terminate because of any casualty.

8. **WARRANTIES.** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the Property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by operation of law, as to the condition, quality, serviceability or merchantability of fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

9. **MINERAL RIGHTS.** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

10. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes for the calendar year 2003 shall be prorated to date of closing. Purchaser shall assume and pay real estate taxes for the Property for the balance of the calendar year 2003 and all years thereafter. Any delinquent real estate taxes will be paid from sellers proceeds.

11. **DEFAULT.** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by

Purchaser shall entitle Seller to court costs and reasonable attorneys fees incurred in enforcing the provisions of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement, Purchaser's sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein, shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

12. **ENVIRONMENTAL.** The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold **"as is, where is"** and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state, or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

13. **PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/TRUSTEES/EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES.**

(a) Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

14. **PROVISIONS RELATING TO THE AUCTION COMPANY/AUCTIONEER/BROKERS/ FINDERS/AGENTS.**

(a) This Agreement is solely between Seller and Purchaser. **Nordwald & Associates** (the "Auction Company") and its licensed auctioneer are employed by the Seller. The Auction Company and its auctioneer shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Seller and Purchaser agree that no auction fee is due any party in regard to this transaction other than the Auction Company and a 0% broker participation/finders fee to N/A, which Seller has agreed to pay. Seller and Purchaser agree to indemnify each other and hold each other harmless with respect to any commissions, fees, judgments, or expenses of any nature of kind which either may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other in connection with the transaction contemplated by this Agreement, or any litigation or similar proceeding arising from such claims. Seller and Purchaser represent to each other that, other than as stated herein, there is no valid basis for such claims.

(c) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

15. MISCELLANEOUS.

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of Missouri. Any provision of this Agreement which is unenforceable or invalid, or the inclusion of which would affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in full force and effect.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid. All notices addressed to Seller shall be addressed as follows:

PARTIES TO THIS AGREEMENT:

Seller:

National Refractories and
Minerals Corporation
Wellsville Fire Brick Co.

WITH A COPY TO:

Tri County Land Title Services, L.L.C.
122 Prairie St.
Whiteside, MO 63387
Ph. 573-485-2213
Fax 573-485-8376

IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

SELLER:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

PURCHASER:

X Robert R Langohr

Address W111 48 Hwy 16-60

Columbus Wi

City, State, Zip: 53925

Phone: 920 285 0350

Fax: 920 623 4547

Date: 13 Sept 03

If more than one Purchaser:

Special Agreements;

- ***Upon signing this document, buyer agrees to sign a Continuance Agreement for the CRP acreage that may be located on this tract if applicable. CRP payments for the contract year of 2003 shall be retained by the Sellers.***
- ***Buyer agrees to the designated cropland proration, according to percent of cropland acres per tract or as seller has designated.***
- ***Buyer agrees to current tenant rights if applicable.***

CRP Continuance Agreement (Tracts)

New owners shall agree to continue the CRP Contract signed by the sellers. New owners agree to follow the regulations of the CRP program or refund all payments previously made to the farm plus penalty payments if violations to the CRP contract occurs, based on a per acre rate.

We, the undersigned, do hereby acknowledge and agree to conform to the above-mentioned provision prior to closing.

Sellers:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

Buyers:

Date_____

APPENDIX "A"

LEGAL DESCRIPTIONS

(To Be Attached As Pertinent)

Tract A Administration Building

TRACT A ADMINISTRATION BUILDING: A tract of land being a part of the Northeast Quarter of Section 13, Township 51 N., Range 9 W., Audrain County, Missouri, and being more particularly described as follows:

Commencing at the north quarter corner of said Section 13; thence S89°29'14"E, along the north line of said Section 13, 1302.57 feet to the centerline of Audrain County Road 343; thence S00°19'30"W, along said centerline, 861.08 feet, to the northerly right of way line of Missouri State Highway J; thence along said northerly line the following courses: thence N89°43'57"W, 36.74 feet, to an existing corner post; thence S00°15'55"W, 254.08 feet; thence on a curve to the left, having a radius of 2924.75 feet, and an arc length of 145.17 feet, and a chord of S37°27'05"W, 145.15 feet, thence S36°01'46"W, 59.06 feet, to the point of beginning; thence S36°01'46"W, 352.42 feet; thence N53°58'14"W, 15.0 feet; thence S36°01'46"W, 7.75 feet; thence N88°51'46"W, 91.84 feet, to an existing corner post; thence N00°33'25"E, 268.61 feet, to an iron pin; thence N87°48'03"E, 313.43 feet, to the point of beginning. Containing 1.33 acres, more or less.

The hereinabove is benefited by a Sewer Easement described as follows:
An easement over, across, and under a tract of land being a part of the Northeast Quarter of Section 13, Township 51 N., Range 9 W., Audrain County, Missouri, said easement being 10 feet wide, 5 feet on each side of the follwing described line:

Commencing at the north quarter corner of said Section 13; thence S89°29'14"E, along the north line of said Section 13, 1302.57 feet to the centerline of Audrain County Road 343; thence S00°19'30"W, along said centerline, 861.08 feet, to the northerly right of way line of Missouri State Highway J; thence along said northerly line the following courses: thence N89°43'57"W, 36.74 feet, to an existing corner post; thence S00°15'55"W, 254.08 feet; thence on a curve to the left, having a radius of 2924.75 feet, and an arc length of 131.49 feet, and a chord of S37°35'07"W, 131.48 feet, to the point of beginning; thence S73°58'12"W, 121.25 feet; thence S73°58'12"W, 121.25 feet; thence S86°27'32"W, 163.4 feet; thence S77°27'16"W, 340.63 feet; thence N70°26'13"W, 319.86 feet; thence N46°26'23"W, 386.42 feet, to the end of said easement.

The hereinabove is benefited by a Lagoon Easement described as follows:
An easement over, across, and under a tract of land being a part of the Northeast Quarter and the Northwest Quarter of Section 13, Township 51 N., Range 9 W., Audrain County, Missouri, and being more particularly described as follows:

Commencing at the north quarter corner of said Section 13; thence S89°29'14"E, along the north line of said Section 13, 1302.57 feet to the centerline of Audrain County Road 343; thence S00°19'30"W, along said centerline, 861.08 feet, to the northerly right of way line of Missouri State Highway J; thence N89°43'57"W, along said northerly line,

36.74 feet, to an existing corner post; thence along said northerly line, S00°15'55"W 56.01 feet; thence S39°59'51"W, 165.82 feet, to an existing corner post; thence S81)01'06"W, 65.07 feet to an existing corner post; thence N13°36'32"E, 8.60 feet, to an existing corner post; thence N89°15'52"W, 933.12 feet, to an iron pin; thence N36°40'W, 135.41 feet, to the point of beginning; thence continuing N36°40'W, 260.54 feet, to an existing corner post; thence S52°06'52"W, 696.08 feet; to an existing corner post; thence S40°53'06"E, 150.12 feet; to an existing corner post; thence N54°51'43"E 338.74 feet; to an existing corner post; thence N67°26 04"E, 357.02 feet; to the point of beginning.

Tract B Tech Building

TRACT B TECH BUILDING: A tract of land being a part of the Northeast Quarter and Northwest Quarter of Section 13, Township 51 N., Range 9 W., Audrain County, Missouri, and being more particularly described as follows:

Commencing at the north quarter corner of said Section 13; thence S89°29'14"E, along the north line of said Section 13, 1302.57 feet to the centerline of Audrain County Road 343; thence S00°19'30"W, along said centerline, 861.08 feet, to the northerly right of way line of Missouri State Highway J; thence N89°43'57"W, along said northerly line, 36.74 feet, to an existing corner post; thence along said northerly line, S00°15'55"W, 56.01 feet to the point of beginning; thence S39°59'51"W, 165.82 feet, to an existing corner post; thence S81°01'06"W, 65.07 feet, to an existing corner post; thence N13°36'32"E, 8.60 feet, to an existing corner post; thence N89°15'52"W, 933.12 feet, to an iron pin; thence N36°40'W, 395.95 feet, to an existing corner post; thence S52°06'52"W, 696.08 feet, to an existing corner post; thence S40°53'06"E, 150.12 feet, to an existing corner post; thence N54°51'43"E, 338.74 feet, to an existing corner post; thence S83°39'56"E, 135.45 feet, to an iron pin, thence S64°37'50"E, 355.87 feet, to an iron pin; thence S68°32'56"E, 405.03 feet, to an iron pin; thence N70°05'30"E, 257.54 feet, to an iron pin; thence N87°48'03"E, 313.43 feet, to the said northerly line of Highway J; thence N36°01'46"E, along said northerly line, 59.06 feet; thence on a curve to the right, having a radius of 2924.75 feet, and an arc length of 145.17 feet, and a chord of N37°27'05"E, 145.15 feet, thence along said northerly line N00°15'55"E, 198.07 feet, to the point of beginning. Containing 10.58 acres, more or less.

The hereinabove is subject to a sewer easement described as follows:

An easement over, across, and under a tract of land being a part of the Northeast Quarter of Section 13, Township 51 N., Range 9 W., Audrain County, Missouri, said easement being 10 feet wide, 5 feet on each side of the follwing described line:

Commencing at the north quarter corner of said Section 13; thence S89°29'14"E, along the north line of said Section 13, 1302.57 feet to the centerline of Audrain County Road 343; thence S00°19'30"W, along said centerline, 861.08 feet, to the northerly right of way line of Missouri State Highway J; thence along said northerly line the following courses: thence N89°43'57"W, 36.74 feet, to an existing corner post; thence S00°15'55"W, 254.08 feet; thence on a curve to the left, having a radius of 2924.75 feet, and an arc length of 131.49 feet, and a chord of S37°35'07"W, 131.48 feet, to the point of beginning; thence S73°58'12"W, 121.25 feet; thence S73°58'12"W, 121.25 feet; thence S86°27'32"W, 163.4 feet; thence S77°27'16"W, 340.63 feet; thence N70°26'13"W, 319.86 feet; thence N46°26'23"W, 386.42 feet, to the end of said easement.

The hereinabove is subject to a Lagoon easement described as follows:

An easement over, across, and under a tract of land being a part of the Northeast Quarter and the Northwest Quarter of Section 13, Township 51 N., Range 9 W., Audrain County, Missouri, and being more particularly described as follows:

Commencing at the north quarter corner of said Section 13; thence S89°29'14 E, along the north line of said Section 13, 1302.57 feet to the centerline of Audrain County Road 343; thence S00°19'30"W, along sa'd centerline, 861.08 feet, to the northerly right of way line of Missouri State Highway J; thence N89°43'57"W, along said northerly line, 36.74 feet, to an existing corner post; thence along said northerly line, S00°15'55"W, 56.01 feet; thence S39°59'51"W, 165.82 feet, to an exist'ng corner post; thence S81)01'06"W, 65.07 feet to an exist'ng corner post; thence N13°36'32"E, 8.60 feet, to an existing corner post; thence N89°15'52"W, 933.12 feet, to an iron pin; thence N36°40'W, 135.41 feet, to the point of beginning; thence continuing N36°40'W, 260.54 feet, to an existing corner post; thence S52°06'52"W, 696.08 feet; to an existing corner post; thence S40°53'06"E, 150.12 feet; to an existing corner post; thence N54°51'43"E, 338.74 feet; to an existing corner post; thence N67°26'04"E, 357.02 feet; to the point of beginning.

Tract C Plant

TRACT C PLANT: A track of land being a part of Section 13, Township 51 N., Range 9 W., and a part of Sections 7, and 18, Township 51 N., Range 8 W., Audrain County, Missouri, and being more particularly described as follows:

Beginning at an iron pin at the southeast corner of the West Half of Northwest Quarter of said Section 18; thence N01°13'54"E, 2649.97 feet, to an iron pin at the northeast corner of said West Half; thence N01°24'01"E, along the east line of the West Half of the Southwest Quarter of said Section 7, 234.06 feet, to the centerline of Audrain County Road 424; thence along said centerline the following courses: thence N60°08'56"W, 4.01 feet; thence on a curve to the left having a radius of 832.32 feet, and an arc length of 540.20 feet, and a chord of N78°44'32"W, 530.77 feet; thence S82°39'52"W, 157.78 feet, to the southeasterly line of Missouri State Highway J; thence along said southeasterly line the following courses: thence S10°42'13"E, 44.60 feet; thence S76°49'45"W, 315.10 feet; thence S53°04'52"W, 1728.95 feet; thence S50°52'56"W, 303.80 feet; thence S44°40'45"W, 524.50 feet; thence S36°01'46"W, 761.48 feet; thence S53°58'14"E. 15.0 feet; thence S36°01'46"W, 64.85 feet; thence on a curve to the left, having a radius of 2789.78 feet, and an arc length of 83.07 feet, and a chord of S35°10'35"W, 83.06 feet, to an iron pin; thence S79°05'01"E, 508.81 feet, to the westerly line of a 60 foot easement; thence along the westerly line of said easement the following courses: thence S48°54'04"W, 37.51 feet; thence S37°12'35"W, 150.55 feet; thence on a curve to the left, having a radius of 456.55 feet, and an arc length of 250.41 feet; thence S05°47'03"W, 91.38 feet; thence on a a curve to the left, having a radius of 515.76 feet, and an arc length of 116.30 feet; thence S07°08'07"E, 113.97 feet; thence on curve to the left, having a radius of 162.34 feet, and an arc length of 148.23 feet; thence S59°27'07"E, 48.59 feet; thence on a curve to the right having a radius of 88.27 feet, and an arc length of 26.66 feet; thence S42°08'39"E, 59.87 feet; thence on a curve to the left having a radius of 185.66 feet, and an arc length of 136.61 feet; thence S84°18'10"E, 167.94 feet; thence on a curve to the left, having a radius of 1000.88 feet, and an arc length of 306.84 feet; then N78°07'54"E, 351.0 feet; thence leaving said south line, S46°32'37"E, 377.45 feet, to an existing corner post; thence S42°36'39"E, 244.19 feet, to an existing corner post; thence N78°22'15"E, 367.23 feet to an existing corner post; thence N53°23'17" E, 297.92 feet, to an existing corner post; thence S84°32'42"E, 770.35 feet, to an existing corner post; thence N86°46'17"E, 189.30 feet, to an iron pin on the east line of the West Half of the Southwest Quarter of Section 18; thence N01°28'09"E, 730.15 feet, to the point of beginning. Containing 213.89 acres, more or less.

The hereinabove is subject to a 60 foot wide driveway easement described as follows:
An easement over, across and under a tract of land being a part of Section 13, Township 51 N., Range 9 W., Audrain County, Missouri said easement being 60 feet wide, 30 feet on each side of the following described centerline.

Commencing at the northeast corner of said Section 13; thence S00°41'12"W, along the east line of said Section 13, 206.79 feet, to the southeasterly line of Missouri State Highway J;

thence along said southeasterly line the following courses: thence S53°04'52"W, 862.51 feet; thence S50°52'56"W, 303.80 feet; thence S44°40'45"W, 524.50 feet; thence S36°01'46"W, 383.3 feet, to the point of beginning; thence S53°58'14"E, 578.60 feet; thence S48°54'04"W, 359.43 feet; thence S37°12'35"W, 147.48 feet; thence on a curve to the left, having a radius of 426.55 feet, and an arc length of 233.95 feet; thence S05°47'03"W, 91.38 feet; thence on a curve to the left, having a radius of 485.76 feet, and an arc length of 109.53 feet; thence S07°08'07"E, 113.97 feet; thence on a curve to the left, having a radius of 132.34 feet, and an arc length of 120.84 feet; then S59°27'07"E, 48.59 feet; thence on a curve to the right, having a radius of 118.27 feet, and an arc length of 35.73 feet; thence S42°08'39"E, 59.87 feet; thence on a curve to the left, having a radius of 155.66 feet, and an arc length of 114.54 feet; thence S84°18'10"E, 167.94 feet; thence on a curve to the left having a radius of 970.88 feet, and an arc length of 297.6 5 feet; thence N78°07'54"E,
351.0 feet to the end of said easement.

Subject to the rights of the Illinois Central Gulf Rail Road.

Site D

SITE D: A tact of land being a part of Sections 21,27 and 28, Township 50 N., Range 6 W., Montgomery County, Missouri, and being particularly described as follows:

Commencing at an existing iron pipe at the northeast corner of said Section 28 thence S01°06'36 W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records and the point of beginning; thence S66°40'37"E, 559.55 feet, to an ex sting pipe as shown on said survey; thence S00°52'51"W, along the west line of said survey, 109.98 feet, to an existing iron pipe as shown on sa d survey; thence S74°16'07"W, 540.96 feet, to an existing iron pipe on the east line of said Section 28; thence S01°04'33 W, along said east line, 565.96 feet, to iron pin; thence N89°42'07"W, 2480.06 feet, to the east line of Missouri State Highway 19; thence on a curve to the left, having a radius of 5759.6 feet, and an arc length of 92:65 feet and a chord of N49°20'35"W, 92.65 feet; thence S89°42'07"E, 948.93 feet, to an iron pin; thence N07°07'40"E, 996.85 feet, to an iron pin; thence S86°14'53"E, 206.76 feet, to an iron pin; thence N08°21'18"W, 357.01 feet, to an existing iron pin at the southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 21; thence N00°57'17"E, along the west line of said quarter quarter section, 228.02 feet, to an iron pin; thence S66°32'01"E, 1459.34 feet, to the point of beginning. Containing 50.64 acres, more or less.

The hereinabove is subject to a 60 foot Road and Utility Easement described as follows:
An easement over, across, and under a tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, said easement being 60 feet wide, 30 feet on each side of and parallel to the following described centerline:

Commencing at an existing iron pipe at the northeast corner of said Section 28 thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence N66°32'01"W, 105.72 feet, to the point of beginning; thence S21°49'34"W, 118.64 feet; thence S01°23'30"W, 945.52 feet; thence N89°42'07"W, 2370.05 feet, to the east line of Missouri State Highway 19, and the end of said easement.

Subject to the rights of Norfolk And Western Rail Road in and to said Rail Road Spur that lies within the herein above described Real Property.

Site E

SITE E: A tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri and being more particularly described as follows:

Commencing at an existing iron pipe at the northeast corner of said Section 28; thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at the Page 41, Montgomery County records; thence S66°40'37"E, 559.55 feet, to an existing pipe as shown on said survey; thence S00°52'51"W, along the west line of said survey, 109.98 feet, to an existing iron pipe as shown on said survey; thence S74°16'07"W, 540.96 feet, to an existing iron pipe on the east line of said Section 28; thence S01°04'33"W, 565.96 feet, to an iron pin; thence N89°42'07"W, 846.03 feet, to an iron pin, and the point of beginning; thence N89°42'07"507.24 feet, to a PK nail; thence S19°23'16"W, 473.43 feet; thence S13°31'48"W, 438.41 feet, to a PK nail on the northeasterly line of Missouri State Highway 19; thence S43°23'27"E, along said northeasterly line, 652.67 feet, to an iron pin; thence N57°06'03"E, 121.74 feet, to an existing corner post; thence N02°28'18"W, 991.78 feet, to an iron pin; thence N74°39'36"E, 267.55 feet, to an iron pin; thence N00°17'53"E, 216.72 feet, to the point of beginning. Containing 12.87 acres, more or less.

The hereinabove is benefited by a60 foot road and utility easement described as follows:
An easement over, across, and under a tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, said easement being 60 feet wide, 30 feet on each side of and parallel to the following described centerline:

Commencing at an existing iron pipe at the northeast corner of said Section 28; thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence N66°32'01"W, 105.72 feet, to the point of beginning; thence S21°49'34"W, 118.64 feet; thence S01°23'30"W, 945.52 feet; thence N89°42'07"W, 2370.05 feet, to the east line of Missouri State Highway 19, and the end of said easement.

The hereinabove is benefited by and subject to a 60 foot road easement described as follows:
An easement over, across and under a tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, said easement being 60 feet wide, 30 feet on each side of an d parallel to the following described centerline:

Commencing at an existing iron pipe at the northeast corner of said Section 28; thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence S66°40'37"E, 559.55 feet, to an existing pipe as shown on said survey; thence S00°52'51"W, along the east line of said survey, 109.98 feet, to an existing iron pipe as shown on said survey; thence S74°16'07"W, 540.96 feet, to an existing iron pipe on the east line of said Section 28; thence S01°04'33"W, along said east line, 565.96 feet, to an iron pin; thence N89°42'07"W, 846.03 feet, to an iron pin; thence continuing N89°42'07"W, 507.24 feet, to a PK nail, and the

point of the beginning; thence S19°23'16"W, 473 43 feet; thence S13°31'48"W, 438.41 feet, to PK nail on the northeasterly line of Missouri State Highway 19, and the end of said easement.

Site F

SITE F: A tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, and being more particularly described as follows:

Commencing at an existing iron pipe at the northeast corner of said Section 28; thence S01°06 36"W, along the east line of said Section 28 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence S66°40 37"E, 559.55 feet, to an existing iron pipe as shown on said survey; thence S00°52'51"W along the west line of said survey, 109.98 feet, to an existing iron pipe as shown on said survey; thence S74°16'07"W, 540.96 feet, to an existing iron pipe on the east line of said Section 28; thence S01°04'33"W, 565.96 feet, to an iron pin; thence N89°42'07"W, 1353.28 feet, to a PK nail and the point of beginning; thenceS19°23'16"W, 473.43 feet; thence S13°31'48"W, 438.41 feet, to a PK nail on the northeasterly line of Missouri State Highway 19; thence N43°23'27"W, along said northeasterly line, 682.97 feet, to an existing iron pin; thence on a curve to the left, having a radius of 5759.6 feet, and an arc length of 552.04 feet, and a chord of N46°08'11"W, 551.82 feet; thence S89°42'07"E, 1126.78 feet, to the point of beginning. Containing 10.8 acres more or less.

The hereinabove is benefited by a60 foot road and utility easement described as follows: An easement over, across, and under a tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, said easement being 60 feet wide, 30 feet on each side of and parallel to the following described centerline:

Commencing at an existing iron pipe at the northeast corner of said Section28 ; thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence N66°32'01"W, 105.72 feet, to the point of beginning; thence S21°49'34"W, 118.64 feet; thence S01°23'30"W, 945.52 feet; thence N89°42'07"W, 2370.05 feet, to the east line of Missouri State Highway 19, and the end of said easement.

The hereinabove is benefited by and subject to a 60 foot road easement described as follows: An easement over, across and under a tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, said easement being 60 feet wide, 30 feet on each side of an d parallel to the following described centerline:

Commencing at an existing iron pipe at the northeast corner of said Section28 ; thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence S66°40'37"E, 559.55 feet, to an existing pipe as shown on said survey; thence S00°52'51"W, along the east line of said survey, 109.98 feet, to an existing iron pipe as shown on said survey; thence S74°16'07"W, 540.96 feet, to an existing iron pipe on the east line of said Section 28; thence S01°04'33"W, along said east line, 565.96 feet, to an iron pin; thence N89°42'07"W, 846.03 feet, to an iron pin; thence continuing N89°42'07"W, 507.24 feet, to a PK nail, and the

point of the beginning; thence S19°23'16 W, 473.43 feet; thence S13°31'48"W, 438.41 feet, to PK nail on the northeasterly line of Missouri State Highway 19 and the end of said easement.

Site G

SITE G: A tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, and being more particularly described as follows:

Commencing at an existing iron pipe at the northeast corner of sa'd Section 28 thence S01°06'36 W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence S66°40'37"E, 559.55 feet, to an existing pipe as shown on said survey; thence S00°52'51"W, along the west line of said survey, 109.98 feet, to an existing iron pipe as shown on said survey; thence S74°16'07 W, 540.96 feet, to an existing iron pipe on the east line of said Section 28; thence S01°04'33"W, 565.96 feet, to an iron pin, and the point of beginning; thence N89°42'07"W, 846.03 feet, to an iron pin; thence S00°17'53"W, 216.72 feet, to an iron pin; thence S88°56'17"E, 843.01 feet, to an iron pin on the east line of said Section 28; thence N01°04'33"E, 227.98 feet, to the point of beginning. Containing 4.31 acres, more or less.

The hereinabove is benefited bya 60 foot road and utility easement described as follows: An easement over, across, and under a tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, said easement being 60 feet wide, 30 feet on each side of and parallel to the following described centerline:

Commencing at an existing iron pipe at the northeast corner of said Section 28 thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence N66°32'01"W, 105.72 feet, to the point of beginning; thence S21°49'34"W, 118.64 feet; thence S01°23'30"W, 945.52 feet; thence N89°42'07"W, 2370.05 feet, to the east line of Missouri State Highway 19, and the end of said easement.

BOOK 503 PAGE 160

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this SEPTEMBER 13, 2003 by and between

NATIONAL REFRACTORIES AND MINERALS CORPORATION

(Collectively ater called the "Seller"), and CHARLES & JOANN JUNGERMANN (Later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 2) at the public auction on this date (the "Auction"), s made subject to the following terms, covenants and conditions:

1. **NO OFFER; FIRMING UP THE AGREEMENT.** The delivery of this agreement to Purchaser in unsigned condition does not constitute an offer, and no contract shall form between Purchaser and Seller until such time as both Seller and Purchaser have signed this Agreement and purchaser has delivered the "Earnest Money" (as described in Paragraph 3) check to :

   NORDWALD AUCTION & REAL ESTATE SERVICE

   All of this must be accomplished by 9:00 p.m. on October 14 , 2003, in order to firm up this Agreement.

2. **PROPERTY** Seller agrees to sell (subject to the provisions of paragraph 1) and Purchaser agrees to purchase approximately 267.39 acres of real estate, more or less, situated in Audrain County , Missouri, commonly referred to at the auction as tract(s) 1 -2 - 3 - 12 as more particularly described on Exhibit "A" attached hereto and made part hereof, together with any improvements located thereon ("the property "). Purchaser hereby acknowledges and understands that the Property is being sold on an "as is, where is " basis. Purchaser further acknowledges that this Agreement is not contingent upon financing and that failure to close this transaction on or before October 14 , 2003 , due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

3. **PURCHASE PRICE** Purchaser agrees to pay to the Seller the total sum of: $463,324.00 (the "purchase price") or $1,732.76 per acre (the Purchase Price Per Acre") for the property, subject to adjustment (if necessary) as provided for herein.

   Upon execution of this agreement, Purchaser will pay by check and not in cash $46,332.40 (which amount is equal to ten percent (10%) of the Purchase Price) as Earnest Money payable to and to be held in the escrow account of Tri-County Land Title Services, LLC as escrow agent, thereunder for delivery to the Seller at the time of closing or as otherwise provided for herein. Earnest Money shall be held in a non-interest bearing account.

   Purchaser shall pay the balance of the Purchase Price to the Seller at Closing in cash or form of payment acceptable to the Seller.

4. **TITLE.** Seller, at **Buyers** expense, shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Tri-County Land Title Services, LLC. The Title Commitment shall commit the subject title company to issue Purchaser its standard owners policy in the amount of the purchase price, showing title to the Property in the name of the Seller, subject to the following permitted exceptions: (I) rights or claims of parties in possession not shown by the public records; (ii) easements or claims of easements not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property: (iv) any lien or right of lien for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public record; (v) taxes or special assessments which are not shown as existing liens; (vi) any water , mineral or other rights already granted or reserved by other parties, including but not limited to any mineral leases and (vii) such easements, restrictions, conditions, and other matters, if any, identified in the Title Commitment. In objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

ATTACHMENT - 8

Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

5. **SURVEY; CURB CUT(S).** At Seller's option, Sellers shall provide at Seller's expense a new survey reflecting the legal description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acrea e and the surveyed acrea e. Purchaser will then have a revised Purchase Price calculated by multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 3

   Purchaser is responsible for obtaining the necessary permit(s) for any curb cut(s) to and from any adjoining roadway on to the property.

6. **CLOSING AND POSSESSION.** THE "Closing" shall take place on or about October 14, 2003, at the office of _____ and at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller affidavit; FITPTA affidavit; organizational documents and closing statements) and equally for closing costs. Purchaser shall be entitled to possession of the property on the Closing date.

7. **CASUALTY.** If, after this agreement is executed but before closing, any improvements be destroyed or damaged by casualty, Purchaser shall be entitled to insurance settlement proceeds, if any. Purchaser shall assume the risk of such damage or destruction, and this Agreement shall not terminate because of any casualty.

8. **WARRANTIES.** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the Property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by operation of law, as to the condition, quality, serviceability or merchantability of fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

9. **MINERAL RIGHTS.** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

10. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes for the calendar year 2003 shall be prorated to date of closing. Purchaser shall assume and pay real estate taxes for the Property for the balance of the calendar year 2003 and all years thereafter. Any delinquent real estate taxes will be paid from sellers proceeds.

11. **DEFAULT.** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by

Purchaser shall entitle Seller to court costs and reasonable attorneys' fees incurred in enforcing the provisions of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement, Purchaser's sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein, shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

12. **ENVIRONMENTAL.** The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold **"as is, where is"** and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state, or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

13. **PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/TRUSTEES/EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES.**

(a) Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

14. **PROVISIONS RELATING TO THE AUCTION COMPANY/AUCTIONEER/BROKERS/ FINDERS/AGENTS.**

(a) This Agreement is solely between Seller and Purchaser. **Nordwald & Associates** (the "Auction Company") and its licensed auctioneer are employed by the Seller. The Auction Company and its auctioneer shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Seller and Purchaser agree that no auction fee is due any party in regard to this transaction other than the Auction Company and a 0% broker participation/finders fee to N/A, which Seller has agreed to pay. Seller and Purchaser agree to indemnify each other and hold each other harmless with respect to any commissions, fees, judgments, or expenses of any nature of kind which either may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other in connection with the transaction contemplated by this Agreement, or any litigation or similar proceeding arising from such claims. Seller and Purchaser represent to each other that, other than as stated herein, there is no valid basis for such claims.

(c) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

15. **MISCELLANEOUS.**

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of Missouri. Any provision of this Agreement which is unenforceable or invalid or the inclusion of which would affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in full force and effect.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid. All notices addressed to Seller shall be addressed as follows:

PARTIES TO THIS AGREEMENT:

Seller:

National Refractories and
Minerals Corporation
Wellsville Fire Brick Co.

WITH A COPY TO:

Tri County Land Title Services, L.L.C.
122 Prairie St.
Whiteside, MO 63387
Ph. 573-485-2213
Fax 573-485-8376

IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

SELLER:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

PURCHASER:

Address P. O. Box 245

City, State, Zip: Flint Hill, MO 63346

Phone: 636-327-6053

Fax: —

Date : 9-13-03

If more than one Purchaser:

Special Agreements;

- ***Upon signing this document, buyer agrees to sign a Continuance Agreement for the CRP acreage that may be located on this tract if applicable. CRP payments for the contract year of 2003 shall be retained by the Sellers.***
- ***Buyer agrees to the designated cropland proration, according to percent of cropland acres per tract or as seller has designated.***
- ***Buyer agrees to current tenant rights if applicable.***

CRP Continuance Agreement (Tracts)

New owners shall agree to continue the CRP Contract signed by the sellers. New owners agree to follow the regulations of the CRP program or refund all payments previously made to the farm plus penalty payments if violations to the CRP contract occurs, based on a per acre rate.

We, the undersigned, do hereby acknowledge and agree to conform to the above-mentioned provision prior to closing.

Sellers:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

Buyers:

Date_____

APPENDIX "A"

LEGAL DESCRIPTIONS

(To Be Attached As Pertinent)

TRACTS 12 & 13

The Northwest Quarter of Section 16; the Southeast Quarter of the Southwest Quarter and one-half acre, more or less, being the Southeast corner, South of the road, of the West Half of the Southwest Quarter of Section 9, all in Township 51 North, Range 8 West of the 5th P M , and containing 207.47 acres, more or less.
The North Half of the Southwest Quarter of Section 16, Township 51 North, Range 8 West of the 5th P.M

EXCEPTING THEREFROM:

A tract of land being part of the Southwest Quarter of Section 16, Township 51 North, Range 8 West Fifth Principal Meridian, in the County ofAudrain and State of Missouri, more particularly described as follows: Commencing at an iron rod at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 16 and run thence N 02 degrees 38 minutes E, along the Section line, 1103.91 Feet to an iron rod; thence leaving the Section line run thence N 87 degrees 34 minutes E, 2752.30 Feet to an iron rod on the East boundary line of the Northeast Quarter of the Southwest Quarter of said Section 16; thence S 00 degrees 29 minutes W 1101.00 Feet to the Southeast corner of the Northeast Quarter of the Southwest Quarter of said Section 16 to an iron rod; thence S 87 degrees 34 minutes W, along the Quarter-Quarter Section line, 2794.03 Feet to the point of beginning.

Together with a 60 Foot wide Easement for Ingress and Egress starting at the Northwest corner of the above described property and running North along the Section line to the Northwest Corner of Section 16, Township 51 North, Range 8 West of the 5th Principal Meridian, at a point in County Road No. 424. Said easement being the West 60 Feet of the Northwest Quarter and the West 60 Feet of the Northwest Quarter of the Southwest Quarter adjacent to the North line of the above-described tract.

EXCEPTING THEREFROM:

The Southeast Quarter of the Southwest Quarter and all that part of the West Half of the Southwest Quarter, lying South of the road, as now located, in Section 9, Township 51 North, Range 8 West of the Fifth Principal Meridian, in the county ofAudrain and State of Missouri.

NEW SURVEYED LEGAL TO GOVERN ; IF APPLICABLE

Tract 1

TRACT 1: A tract of land being a part of Section 12, Township 51 N., Range 9 W., and a part of Section 7, Township 51 N., Range 8 W., Audrain County, Missouri, and being more particularly described as follows:

Beginning at an iron pin at the northwest corner of the Southwest Quarter of said Section 7; thence N89°07'03"E, 1567.48 feet, to the westerly line Missouri State Highway J; thence along said westerly line the following courses: thence S01°32'23"W, 585.49 feet, thence S02°31'47"W, 196.05 feet; thence on a curve to the right having a radius of 1834.86 feet, and an arc length of 1458.43 feet, and a chord of S27°18'37"W, 1420.34 feet; thence S52°05'28"W, 196.05 feet; thence S53°04'52"W, 611.71 feet; thence N24°23'53"W, 547.06 feet, to an iron pin; thence N76°51'24"W, 250.99 feet, to an iron pin; thence N88°00'02"W, 1083.84 feet, to the west line of the East Half of the Southeast Quarter of said Section 12; thence N00°39'10"E. 1266.42 feet, to the north line of a tract as shown on a survey in Book 208, at Page 228, Audrain County records; thence S88°43'36"E, along said north line 597.10 feet, to an existing corner post; thence N00° 48'41"W, along the west line of said survey, 597.26 feet, to an existing tree on the north line of said East Half: thence S89°05'04"E, 702.34 feet, to an existing iron pin at the east quarter corner of said Section 12; thence N00°40'43"E, 74.78 feet, to the point of beginning. Containing 118.48 acres, more or less.

Tract 2

TRACT 2: A tract of land being a part of Section 7, Township 51 N., Range 8 W., Audrain County, Missouri, and being more particularly described as follows:

Commencing at an iron pin at the southeast corner of the West Half of Southwest Quarter of said Section 7; thence N01°24'01"E, along the east line of said West Half, 234.06 feet, to the centerline of Audrain County Road 424 , and the point of beginning; thence along said centerline the following courses: thence N60°08'56"W, 4.01 feet; thence on a curve to the left having a radius of 832.32 feet, and an arc length of 540.20 feet, and a chord of N78°44'32"W, 530.77 feet; thence S82°39'52"W, 157.78 feet, to the southeasterly line of Missouri State Highway J; thence along said southeasterly line the following courses: thence N10°42'13"W, 114.67 feet; thence N53°17'44"E, 237.74 feet; thence on a curve to the left, having a radius of 2008.86 feet, and an arc length of 1123.00 feet, and a chord of N29°20'32"E, 1108.44 feet, to the east line of said West Half, thence S01°24'01"W, 1306.87 feet, to the point of beginning. Containing 8.23 acres, more or less.

Tract 3

TRACT 3: A track of land being a part of Sections 7, and 18, Township 51 N., Range 8 W., Audrain County, Missouri and being more particularly described as follows:

Beginning at an iron pin at the southwest corner of the East Halfof Northwest Quarter of said Section 18· thence N01°13'54"E 2649.97 feet, to an iron pin at the northwest corner of said East Half; thence N01°24'01"E, along the west line of the East Half of the Southwest Quarter of said Section 7 234.06 feet, to the centerline ofAudrain County Road 424: thence along said centerline the following courses: thence S60°08'56"E, 200.37 feet; thence on a curve to the left having a radius of 1082.55 feet, and an arc length of 355.96 feet, and a chord of S69°34'08"E, 354.36 feet, to the north line of said Section 18; thence continuing along said curve to the left, having a radius of 1082.55 feet, and an arc length of 229.35 feet, and a chord of S85°03'30"E, 228.92 feet; thence N88°52'21"E, 493.19 feet; thence N88°22'25"E, 429.42 feet, to the east line of the said Northwest Quarter; thence S01°46'51"W, along said east line, 2619.40 feet, to an existing corner post at the center of said Section 18; thence S88°27'46" W, 1638.15 feet, to the point of beginning. Containing 100.68 acres, more or less.

Subject to the rights of the Illinois Central Gulf Railroad.

BOOK [illegible] PAGE [illegible]

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this SEPTEMBER 13, 2003 by and between

NATIONAL REFRACTORIES AND MINERALS CORPORATION

(Collectively later called the "Seller"), and CECIL HARNESS, JR. (Later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 2) at the public auction on this date (the "Auction"), is made subject to the following terms, covenants and conditions:

1. **NO OFFER; FIRMING UP THE AGREEMENT.** The delivery of this agreement to Purchaser in unsigned condition does not constitute an offer, and no contract shall form between Purchaser and Seller until such time as both Seller and Purchaser have signed this Agreement and purchaser has delivered the "Earnest Money" (as described in Paragraph 3) check to :

   NORDWALD AUCTION & REAL ESTATE SERVICE

   All of this must be accomplished by 9:00 p.m. on October 14, 2003, in order to firm up this Agreement.

2. **PROPERTY** Seller agrees to sell (subject to the provisions of paragraph 1) and Purchaser agrees to purchase approximately 120.42 acres of real estate, more or less, situated in Montgomery County, Missouri, commonly referred to at the auction as tract(s) 20 & 22 as more particularly described on Exhibit "A" attached hereto and made part hereof, together with any improvements located thereon ("the property "). Purchaser hereby acknowledges and understands that the Property is being sold on an "as is, where is " basis. Purchaser further acknowledges that this Agreement is not contingent upon financing and that failure to close this transaction on or before October 14, 2003, due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

3. **PURCHASE PRICE** Purchaser agrees to pay to the Seller the total sum of: $282,987.00 (the "purchase price") or $2,350.00 per acre (the Purchase Price Per Acre") for the property, subject to adjustment (if necessary) as provided for herein.

   Upon execution of this agreement, Purchaser will pay by check and not in cash $28,298.70 (which amount is equal to ten percent (10%) of the Purchase Price) as Earnest Money payable to and to be held in the escrow account of Tri-County Land Title Services, LLC as escrow agent, thereunder for delivery to the Seller at the time of closing or as otherwise provided for herein. Earnest Money shall be held in a non-interest bearing account.

   Purchaser shall pay the balance of the Purchase Price to the Seller at Closing in cash or form of payment acceptable to the Seller.

4. **TITLE.** Seller, at Buyers expense, shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Tri-County Land Title Services, LLC. The Title Commitment shall commit the subject title company to issue Purchaser its standard owners policy in the amount of the purchase price, showing title to the Property in the name of the Seller, subject to the following permitted exceptions: (i) rights or claims of parties in possession not shown by the public records; (ii) easements or claims of easements not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property: (iv) any lien or right of lien for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public record; (v) taxes or special assessments which are not shown as existing liens; (vi) any water , mineral or other rights already granted or reserved by other parties, including but not limited to any mineral leases and (vii) such easements, restrictions, conditions, and other matters, if any, identified in the Title Commitment. In objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

   IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

ATTACHMENT - 9

Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

5. **SURVEY; CURB CUT(S).** At Seller's option, Sellers shall provide at Seller's expense a new survey reflecting the legal description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 3

   Purchaser is responsible for obtaining the necessary permit(s) for any curb cut(s) to and from any adjoining roadway on to the property.

6. **CLOSING AND POSSESSION.** THE "Closing" shall take place on or about October 14, 2003, at the office of _____ and at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller affidavit; FITPTA affidavit; organizational documents and closing statements) and equally for closing costs. Purchaser shall be entitled to possession of the property on the Closing date.

7. **CASUALTY.** If, after this agreement is executed but before closing, any improvements be destroyed or damaged by casualty, Purchaser shall be entitled to insurance settlement proceeds, if any. Purchaser shall assume the risk of such damage or destruction, and this Agreement shall not terminate because of any casualty.

8. **WARRANTIES.** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the Property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by operation of law, as to the condition, quality, serviceability or merchantability of fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

9. **MINERAL RIGHTS.** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

10. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes for the calendar year 2003 shall be prorated to date of closing. Purchaser shall assume and pay real estate taxes for the Property for the balance of the calendar year 2003 and all years thereafter. Any delinquent real estate taxes will be paid from sellers proceeds.

11. **DEFAULT.** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by

Purchaser shall entitle Seller to court costs and reasonable attorneys' fees incurred in enforcing the provisions of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement, Purchaser's sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein, shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

12. **ENVIRONMENTAL.** The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold **"as is, where is"** and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state, or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

13. **PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/TRUSTEES/EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES.**

(a) Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

14. **PROVISIONS RELATING TO THE AUCTION COMPANY/AUCTIONEER/BROKERS/ FINDERS/AGENTS.**

(a) This Agreement is solely between Seller and Purchaser. **Nordwald & Associates** (the "Auction Company") and its licensed auctioneer are employed by the Seller. The Auction Company and its auctioneer shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Seller and Purchaser agree that no auction fee is due any party in regard to this transaction other than the Auction Company and a 0% broker participation/finders fee to N/A, which Seller has agreed to pay. Seller and Purchaser agree to indemnify each other and hold each other harmless with respect to any commissions, fees, judgments, or expenses of any nature of kind which either may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other in connection with the transaction contemplated by this Agreement, or any litigation or similar proceeding arising from such claims. Seller and Purchaser represent to each other that, other than as stated herein, there is no valid basis for such claims.

(c) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

15. **MISCELLANEOUS.**

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of Missouri. Any provision of this Agreement which is unenforceable or invalid, or the inclusion of which would affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in full force and effect.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid. All notices addressed to Seller shall be addressed as follows:

PARTIES TO THIS AGREEMENT:

Seller:

National Refractories and
Minerals Corporation
Wellsville Fire Brick Co.

WITH A COPY TO:

Tri County Land Title Services, L.L.C.
122 Prairie St.
Whiteside, MO 63387
Ph. 573-485-2213
Fax 573-485-8376

IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

SELLER:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

PURCHASER: Carl W. Harness Jr

Address 28439 Hwy O

City, State, Zip: New Hartford, MO 63359

Phone: (573) 669-5344

Fax: " " 5350

Date: 9-13-03

If more than one Purchaser:

Special Agreements;

- ***Upon signing this document, buyer agrees to sign a Continuance Agreement for the CRP acreage that may be located on this tract if applicable. CRP payments for the contract year of 2003 shall be retained by the Sellers.***
- ***Buyer agrees to the designated cropland proration, according to percent of cropland acres per tract or as seller has designated.***
- ***Buyer agrees to current tenant rights if applicable.***

CRP Continuance Agreement (Tracts)

New owners shall agree to continue the CRP Contract signed by the sellers. New owners agree to follow the regulations of the CRP program or refund all payments previously made to the farm plus penalty payments if violations to the CRP contract occurs, based on a per acre rate.

We, the undersigned, do hereby acknowledge and agree to conform to the above-mentioned provision prior to closing.

Sellers:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

Buyers:

Date_____

APPENDIX "A"

LEGAL DESCRIPTIONS

(To Be Attached As Pertinent)

Tract 20

TRACT 20: A tract of land being a part of Section 28, Township 50 N., Range 6 W , Montgomery County, Missouri, and being more particularly described as follows.

Commencing at an existing iron pipe at the northeast corner of said Section 28; thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence S66°40'37" 559.55 feet, to an existing pipe as shown on said survey; thence S00°52'51"W, along the west line of said survey, 109.98 feet, to an existing iron pipe as shown on said survey; thence S74°16'07"W, 540.96 feet, to an existing iron pipe on the east line of said Section 28; thence S01°04'33"W, 565.96 feet , to an iron pin; thence continuing S01°04'33"W, 227.98 feet to an iron pin, and the point of beginning; thence S01°04'33"W, along said east line, 1052.87 feet, to an existing iron pin at the east quarter corner of said Section 28; thence S01°15'36"W, along said east line, 793.05 feet, to an iron pin; thence N89°53'21"W, 359.15 feet, to an existing iron pipe on the northeasterly line of Missouri State Highway 19; thence on a curve to the right , having a radius of 1105.99 feet, and an arc length of 304.47 feet, and a chord of N51°18'43"W, 303.51 feet, to an existing right of way marker; thence S48°44'52"W, along said northeasterly line, 10.0 feet, to an existing right of way marker; thence N43°23'27"W, 329.0 feet, to an existing concrete right of way marker at the southernmost corner of a tract of land as described in Book 171, at Page 132, Montgomery County records; thence N46°36'33"E, 15.0 to the easternmost corner of said tract; thence N43°23'27"W, 20.0 feet to the northernmost corner of said tract; thence S46°36'33"W, 15.0 feet, to an iron pin on the northeasterly line of said highway; thence N43°23'27"W, along said northeasterly line,407.29 feet, to an iron pin; thence N57°06'03"E, 121.74 feet, to an existing corner post; thence N02°28'18"W, 991.78 feet, to an iron pin; thence N74°39'36"E, 267.55 feet, to an iron pin; thence S88°56'17"E 843.01 feet, to the point of beginning. Containing 40.47 acres, more or less.

Tract 22

TRACT 22: A tract of land being a part of Sections 21, 22, 27, and 28, Township 50 N., Range 6 W., Montgomery County , Missouri, and being more particularly described as follows:

Beginning at an existing iron pipe at the southeast corner of said Section 21 thence S87°30'02 E, along the south line of said Section 22, 1313.20 feet, to an existing iron pin as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County Records; thence N00°02'53 E, along the east line of said survey, 1291.64 feet, to an existing corner post as shown on said survey; thence N88 20'50"W, along the north line of said survey, 1326.72 feet, to an existing corner post as shown on said survey; thence N88°21'06"W, 1314.82 feet, to an iron pin at the northwest corner of said survey; thence S00°57'17"W, 1073.0 feet, to an iron pin; thence S66°32'01"E, 1459.34 feet, to an existing iron pin on the east line of said Section 28; thence N01°06'36"E, 343.58 feet, to the point of beginning. Containing 79.95 acres, more or less.

The hereinabove is benefited by a 60 (sixty) foot road and utility easement described as follows: An easement over, across, and under a tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, said easement being 60 feet wide, 30 feet on each side of and parallel to the following described centerline:

Commencing at an existing iron pipe at the northeast corner of said Section 28 thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence N66°32'01"W, 105.72 feet, to the point of beginning; thence S21°49'34"W, 118.64 feet; thence S01°23'30"W, 945.52 feet; thence N89°42'07"W, 2370.05 feet, to the east line of Missouri State Highway 19, and the end of said easement.

BOOK 503 PAGE 244

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this SEPTEMBER 13, 2003 by and between

NATIONAL REFRACTORIES AND MINERALS CORPORATION

(Collectively later called the "Seller"), and JAMES & PATRICIA PAGE (Later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 2) at the public auction on this date (the "Auction"), is made subject to the following terms, covenants and conditions:

1. **NO OFFER; FIRMING UP THE AGREEMENT.** The delivery of this agreement to Purchaser in unsigned condition does not constitute an offer, and no contract shall form between Purchaser and Seller until such time as both Seller and Purchaser have signed this Agreement and purchaser has delivered the "Earnest Money" (as described in Paragraph 3) check to :

   NORDWALD AUCTION & REAL ESTATE SERVICE

   All of this must be accomplished by 9:00 p.m. on October 14 , 2003, in order to firm up this Agreement.

2. **PROPERTY** Seller agrees to sell (subject to the provisions of paragraph 1) and Purchaser agrees to purchase approximately 2.5 acres of real estate, more or less, situated in Gasconade County , Missouri, commonly referred to at the auction as tract(s) 26 as more particularly described on Exhibit "A" attached hereto and made part hereof, together with any improvements located thereon ("the property "). Purchaser hereby acknowledges and understands that the Property is being sold on an "as is, where is " basis. Purchaser further acknowledges that this Agreement is not contingent upon financing and that failure to close this transaction on or before October 14 , 2003 , due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

3. **PURCHASE PRICE** Purchaser agrees to pay to the Seller the total sum of: $20,000.00 (the "purchase price") or $8,000.00 per acre (the Purchase Price Per Acre") for the property, subject to adjustment (if necessary) as provided for herein.

   Upon execution of this agreement, Purchaser will pay by check and not in cash $2,000.00 (which amount is equal to ten percent (10%) of the Purchase Price) as Earnest Money payable to and to be held in the escrow account of Tri-County Land Title Services, LLC as escrow agent, thereunder for delivery to the Seller at the time of closing or as otherwise provided for herein. Earnest Money shall be held in a non- interest bearing account.

   Purchaser shall pay the balance of the Purchase Price to the Seller at Closing in cash or form of payment acceptable to the Seller.

4. **TITLE.** Seller, at **Buyers** expense, shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Tri-County Land Title Services, LLC. The Title Commitment shall commit the subject title company to issue Purchaser its standard owners policy in the amount of the purchase price, showing title to the Property in the name of the Seller, subject to the following permitted exceptions: (i) rights or claims of parties in possession not shown by the public records; (ii) easements or claims of easements not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property: (iv) any lien or right of lien for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public record; (v) taxes or special assessments which are not shown as existing liens; (vi) any water , mineral or other rights already granted or reserved by other parties, including but not limited to any mineral leases and (vii) such easements, restrictions, conditions, and other matters, if any, identified in the Title Commitment. In objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

ATTACHMENT - 10

Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

5. **SURVEY; CURB CUT(S).** At Seller's option, Sellers shall provide at Seller's expense a new survey reflecting the legal description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 3

Purchaser is responsible for obtaining the necessary permit(s) for any curb cut(s) to and from any adjoining roadway on to the property.

6. **CLOSING AND POSSESSION.** THE "Closing" shall take place on or about October 14, 2003, at the office of _____ and at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller affidavit; FITPTA affidavit; organizational documents and closing statements) and equally for closing costs. Purchaser shall be entitled to possession of the property on the Closing date.

7. **CASUALTY.** If, after this agreement is executed but before closing, any improvements be destroyed or damaged by casualty, Purchaser shall be entitled to insurance settlement proceeds, if any. Purchaser shall assume the risk of such damage or destruction, and this Agreement shall not terminate because of any casualty.

8. **WARRANTIES.** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the Property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by operation of law, as to the condition, quality, serviceability or merchantability of fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

9. **MINERAL RIGHTS.** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

10. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes for the calendar year 2003 shall be prorated to date of closing. Purchaser shall assume and pay real estate taxes for the Property for the balance of the calendar year 2003 and all years thereafter. Any delinquent real estate taxes will be paid from sellers proceeds.

11. **DEFAULT.** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by

Purchaser shall entitle Seller to court costs and reasonable attorneys' fees incurred in enforcing the provisions of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement Purchaser's sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein, shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

12. **ENVIRONMENTAL.** The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold **"as is, where is"** and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state, or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

13. **PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/TRUSTEES/EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES.**

(a) Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

14. **PROVISIONS RELATING TO THE AUCTION COMPANY/AUCTIONEER/BROKERS/ FINDERS/AGENTS.**

(a) This Agreement is solely between Seller and Purchaser. **Nordwald & Associates** (the "Auction Company") and its licensed auctioneer are employed by the Seller. The Auction Company and its auctioneer shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Seller and Purchaser agree that no auction fee is due any party in regard to this transaction other than the Auction Company and a 0% broker participation/finders fee to N/A, which Seller has agreed to pay. Seller and Purchaser agree to indemnify each other and hold each other harmless with respect to any commissions, fees, judgments, or expenses of any nature of kind which either may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other in connection with the transaction contemplated by this Agreement, or any litigation or similar proceeding arising from such claims. Seller and Purchaser represent to each other that, other than as stated herein, there is no valid basis for such claims.

(c) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

15. CELLANEOUS.

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of issouri. Any provision of this Agreement which is unenforceable or invalid, or the inclusion of which would affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in full force and effect.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid. All notices addressed to Seller shall be addressed as follows:

PARTIES TO THIS AGREEMENT:

Seller:

National Refractories and
Minerals Corporation
Wellsville Fire Brick Co.

WITH A COPY TO:

Tri County Land Title Services, L.L.C.
122 Prairie St.
Whiteside, MO 63387
Ph. 573-485-2213
Fax 573-485-8376

IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

SELLER:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

PURCHASER:

Address PO Box Hermann MO 65041

City, State, Zip:

Phone: 573 486-5708

Fax: _____

Date : _____

If more than one Purchaser:

Special Agreements;

- ***Upon signing this document, buyer agrees to sign a Continuance Agreement for the CRP acreage that may be located on this tract if applicable. CRP payments for the contract year of 2003 shall be retained by the Sellers.***
- ***Buyer agrees to the designated cropland proration, according to percent of cropland acres per tract or as seller has designated.***
- ***Buyer agrees to current tenant rights if applicable.***

CRP Continuance Agreement (Tracts)

New owners shall agree to continue the CRP Contract signed by the sellers. New owners agree to follow the regulations of the CRP program or refund all payments previously made to the farm plus penalty payments if violations to the CRP contract occurs, based on a per acre rate.

We, the undersigned, do hereby acknowledge and agree to conform to the above-mentioned provision prior to closing.

Sellers:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

Buyers:

_____

_____

Date_____

APPENDIX "A"

LEGAL DESCRIPTIONS

(To Be Attached As Pertinent)

TRACT 26

Part of the Northeast Quarter of the Southwest Quarter of Section fifteen (15), Township Forty-four (44) North, Range Five (5) West of 5th P.M., described as follows: Beginning at the Southeast corner thereof, thence running North about 356 feet, thence West to the Iron Road about 265 feet, thence Southwesterly with said Iron Road to intersection with South line of said QuarterQuarter Section, thence due East 330 feet to the place of beginning, containing 2 ½ acres, more or less.

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this SEPTEMBER 13, 2003 by and between

NATIONAL REFRACTORIES AND MINERALS CORPORATION

(Collectively later called the "Seller"), and JONES & TURNER, INC. (Later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 2) at the public auction on this date (the "Auction"), is made subject to the following terms, covenants and conditions:

1. **NO OFFER; FIRMING UP THE AGREEMENT.** The delivery of this agreement to Purchaser in unsigned condition does not constitute an offer, and no contract shal form between Purchaser and Se ler until such time as both Se ler and Purchaser have signed this Agreement and purchaser has delivered the "Earnest Money" (as described in Paragraph 3) check to :

   NORDWALD AUCTION & REAL ESTATE SERVICE

   All of this must be accomplished by 9:00 p.m. on October 14 , 2003, in order to firm up this Agreement.

2. **PROPERTY** Seller agrees to sell (subject to the provisions of paragraph 1) and Purchaser agrees to purchase approximately 10.8 acres of real estate, more or less, situated in Gasconade County , Missouri, commonly referred to at the auction as tract(s) 24 - 25 as more particularly described on Exhibit "A" attached hereto and made part hereof, together with any improvements located thereon ("the property "). Purchaser hereby acknowledges and understands that the Property is being sold on an "as is, where is " basis. Purchaser further acknowledges that this Agreement is not contingent upon financing and that failure to close this transaction on or before October 14 , 2003 , due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

3. **PURCHASE PRICE** Purchaser agrees to pay to the Seller the total sum of: $20,563.00 (the "purchase price") or $1,904.00 per acre (the Purchase Price Per Acre") for the property, subject to adjustment (if necessary) as provided for herein.

   Upon execution of this agreement, Purchaser will pay by check and not in cash $2,056.30 (which amount is equal to ten percent (10%) of the Purchase Price) as Earnest Money payable to and to be held in the escrow account of Tri-County Land Title Services, LLC as escrow agent, thereunder for delivery to the Seller at the time of closing or as otherwise provided for herein. Earnest Money shall be held in a non- interest bearing account.

   Purchaser shall pay the balance of the Purchase Price to the Seller at Closing in cash or form of payment acceptable to the Seller.

4. **TITLE.** Seller, at **Buyers** expense, shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Tri-County Land Title Services, LLC. The Title Commitment shall commit the subject title company to issue Purchaser its standard owners policy in the amount of the purchase price, showing title to the Property in the name of the Seller, subject to the following permitted exceptions: (I) rights or claims of parties in possession not shown by the public records; (ii) easements or claims of easements not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property: (iv) any lien or right of lien for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public record; (v) taxes or special assessments which are not shown as existing liens; (vi) any water , mineral or other rights already granted or reserved by other parties, including but not limited to any mineral leases and (vii) such easements, restrictions, conditions, and other matters, if any, identified in the Title Commitment. In objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

ATTACHMENT - 11

Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest oney, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

5. **SU VEY; CU CUT(S).** At Seller's option, Sellers shall provide at Seller's expense a new survey reflecting the legal description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 3

   Purchaser is responsible for obtaining the necessary permit(s) for any curb cut(s) to and from any adjoining roadway on to the property.

6. **CLOSING AND POSSESSION.** THE "Closing" shall take place on or about October 14, 2003, at the office of _____ and at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller affidavit; FITPTA affidavit; organizational documents and closing statements) and equally for closing costs. Purchaser shall be entitled to possession of the property on the Closing date.

7. **CASUALTY.** If, after this agreement is executed but before closing, any improvements be destroyed or damaged by casualty, Purchaser shall be entitled to insurance settlement proceeds, if any. Purchaser shall assume the risk of such damage or destruction, and this Agreement shall not terminate because of any casualty.

8. **WARRANTIES.** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the Property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by operation of law, as to the condition, quality, serviceability or merchantability of fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

9. **MINERAL RIGHTS.** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

10. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes for the calendar year 2003 shall be prorated to date of closing. Purchaser shall assume and pay real estate taxes for the Property for the balance of the calendar year 2003 and all years thereafter. Any delinquent real estate taxes will be paid from sellers proceeds.

11. **DEFAULT.** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by

15 **MISCELLANEOUS.**

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of Missouri. Any provision of this Agreement which is unenforceable or invalid, or the inclusion of which would affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in full force and effect.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties, and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid. All notices addressed to Seller shall be addressed as follows:

PARTIES TO THIS AGREEMENT:

Seller:

National Refractories and
Minerals Corporation
Wellsville Fire Brick Co.

WITH A COPY TO:

Tri County Land Title Services, L.L.C.
122 Prairie St.
Whiteside, MO 63387
Ph. 573-485-2213
Fax 573-485-8376

IN WITNESS WHER OF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

S LLER:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

PU CHASER: James A Dura

Address P.O. Box 1127

City, State, Zip: Linn, MO

Phone: 573 897 3125

Fax: —

Date: 9-13-03

If more than one Purchaser:

Special Agreements;

- ***Upon signing this document, buyer agrees to sign a Continuance Agreement for the CRP acreage that may be located on this tract if applicable. CRP payments for the contract year of 2003 shall be retained by the Sellers.***
- ***Buyer agrees to the designated cropland proration, according to percent of cropland acres per tract or as seller has designated.***
- ***Buyer agrees to current tenant rights if applicable.***

CRP Continuance Agreement (Tracts)

New owners shall agree to continue the CRP Contract signed by the sellers. New owners agree to follow the regulations of the CRP program or refund all payments previously made to the farm plus penalty payments if violations to the CRP contract occurs, based on a per acre rate.

We, the undersigned, do hereby acknowledge and agree to conform to the above-mentioned provision prior to closing.

Sellers:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

Buyers:

Date_____

APPENDIX "A"

LEGAL DESCRIPTIONS

(To Be Attached As Pertinent)

TRACT 24

Commencing at the Southeast corner of the Northeast Quarter of Section 28 Township 44 North of the baseline range 5 West of the 5th P.M. and running North along the Section line 475 feet to the point or place of beginning Marked "A", the Southeast corner of stockpile tract; (corner is a ¾"x30" iron rod set in a stonepile, at the North R/W of county road, a P.O. 12" N. 33° 30' West 14.2 feet, a B.O. 22" S. 53° 45' W. 61.6 feet are scribed S.E.;– M.R.) thence North along the Section line 300 feet to a point Marked "B"; (corner is a ¾"x30" iron rod set in a stonepile, a P.O. 14" N. –W. 2.35/100 feet, a cedar 6" N. 16° 45' W. 70 feet, a W.O. 8" N. 47° 15' W. 19.2 feet are scribed N.E.,–M.R.) thence due West 600 feet to a point marked "C" (corner is a ¾"x30" iron rod set in a stonepile, a W.O. 8" S. 1° 30" W. 27.8 feet, W.O. 7" —18.1 feet are scribed N.W.–) thence due South 420.7 feet to a point marked "D"; (point is a ¾"x30" iron rod set in a stonepile, a cedar 4" s. 52° 15' W. 18.9 feet, a P.O. N. 67° E. 16.5 feet are scribed XXX) thence S. 47° 45' E. 317.6 feet to a point marked "E" set at the west R/W of county road; (point is a ¾"x30" iron rod set in a stonepile, a P.O. 9" S. 44° 30' W. 30. feet and a P.O. 3" N. 17° 15' E. 16.3 feet are scribed S.W.–) thence N. 47° E. along the county road 409.4 feet to the point or place of beginning marked "A", excepting from the above tract the open clay pit described as follows: Beginning at a point 165 feet N. 47 degrees E. of point marked "E"; thence N. 41 degrees W. 80 feet; thence N. 47 degrees E. 84 feet; thence S. 41 degrees E. 80 feet; thence S. 47 degrees W. 84 feet to the point of place of exception beginning, the stockpile tract containing 6.535 acres more or less, located in the Southeast Quarter of the Northeast Quarter of Section 28, Township 44 North of the baseline Range 5 West of the 5th P.M. For a more precise description refer to Survey No. 3541 as per Gasconade County Surveyor's record.

Subject to a Right of Way of a 20 Feet wide road over above designated lands as follows; Beginning at the West Right of Way of County Road South 47 deg. West 10 Feet from the point marked "A", the Southeast corner of above designated lands; thence North 67 deg. 10 minutes West 138 Feet; thence North 86 deg. 45 minutes West 204 Feet; thence North 34 deg. West 162 Feet; thence North 10 deg. 30 minutes West 102 Feet to the North line of above tract, being a tract of land 20 Feet wide along the present road, 10 Feet lying on each side of, parallel to and adjoining the above described centerline.

TRACT 25

Commencing at "X" the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section 11, Township 43 North of the baseline Range 5 West of the 5th P.M. (corner is a stone pile set, a W.O. 4" North 12 degrees 15 minutes East 11 feet, a W.O. 6" South 60 degrees West 22.8 feet are scribed 1/xvl S--); thence running North 89 degrees West 473.2 feet to the point or place of beginning marked "A", the Southeast corner ofWilbert Ebker Stockpile area; (corner is marked by a sandstone set 20"x10"x1 ½", a 7/8"x30" iron rod is set by side of sandstone, a P.O. 6" North 32 degrees 45 minutes East 22 feet. aP.O. 8" North 16 degrees 30 mimutes West 24.4 feet are scribed S.E. --) thence North 18 degrees 30 minutes West 695 feet to a point marked "B" (point "B" is marked by a 7/8"x30" iron rod set at the West right of way of public road, aP.O. 8" North 21 degrees 15 minutes West 62.3 feet, aP.O. 15" South 51 degrees 15 minutes West 14.8 feet are scribedN.E.'—M.) thence along the South right of way of public road as follows: South 55 degrees 35 minutes West 90 feet; thence South 36 degrees 35 minutes West 369 feet to a 7/8"x30" iron rod set at the intersection of public road with the East right of way of the old Iron Road; thence along the East right of way of the Old Iron Road as follows: South 18 degrees 10 minutes East 152 feet to a point marked "E"; thence South 1 degree 40 minutes East 166.75 feet to a point marked "F" (point "F" is marked by a 7/8"x30" iron rod set at the South boundary line of the above said Quarter, aB.O. 6" North 0 degrees 20 minutes West 22 feet, a cedar 4" North 88 degrees 10 minutes West 41,9 feet are scribedS.W.--) thence 89 degrees East 465 feet along the South line of above said Quarter 465 feet to the point or place of beginning marked "A", containing in all 4.305 acres, more or less, located in the Northwest fourth of the Southwest Quarter of Section 11, Township 43 North of the baseline, Range 5 West of the 5th P.M. For a more precise description refer to Survey No. 3849 as per Gasconade County Surveyor's Records.

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this SEPTEMBER 13, 2003 by and between

NATIONAL REFRACTORIES AND MINERALS CORPORATION

(Collectively later called the "Seller"), and RICH WERDEHAUSEN (Later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 2) at the public auction on this date (the "Auction"), is made subject to the following terms, covenants and conditions:

1. **NO OFFER· FIRMING UP THE AGREEMENT.** The delivery of this agreement to Purchaser in unsigned condition does not constitute an offer, and no contract shall form between Purchaser and Seller until such time as both Seller and Purchaser have signed this Agreement and purchaser has delivered the "Earnest Money" (as described in Paragraph 3) check to :

   NORDWALD AUCTION & REAL ESTATE SERVICE

   All of this must be accomplished by 9:00 p.m. on October 14 , 2003, in order to firm up this Agreement.

2. **PROPERTY** Seller agrees to sell (subject to the provisions of paragraph 1) and Purchaser agrees to purchase approximately 6.4 acres of real estate, more or less, situated in Gasconade County , Missouri, commonly referred to at the auction as tract(s) 23 as more particularly described on Exhibit "A" attached hereto and made part hereof, together with any improvements located thereon ("the property "). Purchaser hereby acknowledges and understands that the Property is being sold on an "as is, where is " basis. Purchaser further acknowledges that this Agreement is not contingent upon financing and that failure to close this transaction on or before October 14 , 2003 , due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

3. **PURCHASE PRICE** Purchaser agrees to pay to the Seller the total sum of: $7,020.00 (the "purchase price") or $1,300.00 per acre (the Purchase Price Per Acre") for the property, subject to adjustment (if necessary) as provided for herein.

   Upon execution of this agreement, Purchaser will pay by check and not in cash $702.00 (which amount is equal to ten percent (10%) of the Purchase Price) as Earnest Money payable to and to be held in the escrow account of Tri-County Land Title Services, LLC as escrow agent, thereunder for delivery to the Seller at the time of closing or as otherwise provided for herein. Earnest Money shall be held in a non- interest bearing account.

   Purchaser shall pay the balance of the Purchase Price to the Seller at Closing in cash or form of payment acceptable to the Seller.

4. **TITLE.** Seller, at **Buyers** expense, shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Tri-County Land Title Services, LLC. The Title Commitment shall commit the subject title company to issue Purchaser its standard owners policy in the amount of the purchase price, showing title to the Property in the name of the Seller, subject to the following permitted exceptions: (I) rights or claims of parties in possession not shown by the public records; (ii) easements or claims of easements not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property: (iv) any lien or right of lien for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public record; (v) taxes or special assessments which are not shown as existing liens; (vi) any water , mineral or other rights already granted or reserved by other parties, including but not limited to any mineral leases and (vii) such easements, restrictions, conditions, and other matters, if any, identified in the Title Commitment. In objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

   IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

ATTACHMENT - 12

Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

5. **SURVEY· CURB CUT(S).** At Seller's option, Sellers shall provide at Seller's expense a new survey reflecting the legal description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 3

   Purchaser is responsible for obtaining the necessary permit(s) for any curb cut(s) to and from any adjoining roadway on to the property.

6. **CLOSING AND POSSESSION.** THE "Closing" shall take place on or about October 14, 2003, at the office of _____ and at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller affidavit; FITPTA affidavit; organizational documents and closing statements) and equally for closing costs. Purchaser shall be entitled to possession of the property on the Closing date.

7. **CASUALTY.** If, after this agreement is executed but before closing, any improvements be destroyed or damaged by casualty, Purchaser shall be entitled to insurance settlement proceeds, if any. Purchaser shall assume the risk of such damage or destruction, and this Agreement shall not terminate because of any casualty.

8. **WARRANTIES.** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the Property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by operation of law, as to the condition, quality, serviceability or merchantability of fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

9. **MINERAL RIGHTS.** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

10. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes for the calendar year 2003 shall be prorated to date of closing. Purchaser shall assume and pay real estate taxes for the Property for the balance of the calendar year 2003 and all years thereafter. Any delinquent real estate taxes will be paid from sellers proceeds.

11. **DEFAULT.** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by

Purchaser shall entitle Seller to court costs and reasonable attorneys' fees incurred in enforcing the provisions of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement, Purchaser's sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein, shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

12. **ENVIRONMENTAL.** The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold **"as is, where is"** and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state, or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

13. **PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/TRUSTEES/EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES.**

(a) Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

14. **PROVISIONS RELATING TO THE AUCTION COMPANY/AUCTIONEER/BROKERS/ FINDERS/AGENTS.**

(a) This Agreement is solely between Seller and Purchaser. **Nordwald & Associates** (the "Auction Company") and its licensed auctioneer are employed by the Seller. The Auction Company and its auctioneer shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Seller and Purchaser agree that no auction fee is due any party in regard to this transaction other than the Auction Company and a 0% broker participation/finders fee to N/A, which Seller has agreed to pay. Seller and Purchaser agree to indemnify each other and hold each other harmless with respect to any commissions, fees, judgments, or expenses of any nature of kind which either may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other in connection with the transaction contemplated by this Agreement, or any litigation or similar proceeding arising from such claims. Seller and Purchaser represent to each other that, other than as stated herein, there is no valid basis for such claims.

(c) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

15. MISCELLANEOUS

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of Missouri. Any provision of this Agreement which is unenforceable or invalid or the inclusion of which would affect the validity, legality or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in full force and effect.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid. All notices addressed to Seller shall be addressed as follows:

PARTIES TO THIS AGREEMENT:

Seller:

National Refractories and
Minerals Corporation
Wellsville Fire Brick Co.

WITH A COPY TO:

Tri County Land Title Services, L.L.C.
122 Prairie St.
Whiteside, MO 63387
Ph. 573-485-2213
Fax 573-485-8376

IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written

SELLER:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

PURCHASER:

Richard R. Wendehauser

Address 1236 State Rd 00

City, State, Zip: Holts Summit MO. 65043

Phone: (573) 896-8705

Fax: _____

Date : 8-13-03

If more than one Purchaser:

Special Agreements;

- ***Upon signing this document, buyer agrees to sign a Continuance Agreement for the CRP acreage that may be located on this tract if applicable. CRP payments for the contract year of 2003 shall be retained by the Sellers.***
- ***Buyer agrees to the designated cropland proration, according to percent of cropland acres per tract or as seller has designated.***
- ***Buyer agrees to current tenant rights if applicable.***

CRP Continuance Agreement (Tracts)

New owners shall agree to continue the CRP Contract signed by the sellers. New owners agree to follow the regulations of the CRP program or refund all payments previously made to the farm plus penalty payments if violations to the CRP contract occurs, based on a per acre rate.

We, the undersigned, do hereby acknowledge and agree to conform to the above-mentioned provision prior to closing.

Sellers:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

Buyers:

_____

_____

Date_____

APPENDIX "A"

LEGAL DESCRIPTIONS

(To Be Attached As Pertinent)

TRACT 23

All right, title and interest: Commencing at point "X", the Southwest corner of the Southeast fourth of Southeast Quarter of Section 13, Township 43 North of the baseline Range 5 West of the 5th P.M. and running North 65 degrees East, 386 feet to the point or place of beginning marked "a", the Southwest corner of C Gruenke estate stockpile area (corner is marked by 7/8' x 30' iron rod set in astonepile, a cedar 6" North 39 degrees 10 minutes West 20.5 feet, a wild cherry 7" North 15 degrees East are marked bearing trees); thence North along the line 679.9 feet to a point marked "b"; (point "b" is marked by a 7/8" x 30" iron rod set in stone pile, a P.O. 7" South 83 degrees 30 minutes East 15.5 feet, aP.O. 5" South 30 degrees East 23.6 feet are marked by a blaze and 3 notches); thence South 73 degrees 45 minutes East 734.7 feet to a point marked "c" (a point at the West right of way of county road, corner is marked by a 7/8" x 30" iron rod set 10 feet West of the road right of way and point for corner, a mulberry 6" North 31 degrees East 1.3 feet, an ash 5" South 68 degrees 30 minutes West 6.9 feet are marked with a blaze and 3 notches); thence South 56 degrees West 847 feet along the West right of way of county road to the point or place of beginning marked "a", containing in all 5.463 acres, located in the Southeast fourth of the Southeast Quarter of Section 13, Township 43 North of the baseline, Range 5 West of the 5th P.M. For a more precise description refer to Survey #3910, as per Gasconade County Surveyor's Records.

ALSO, Excepting therefrom thatportion, heretofore conveyed or condemned to the State of Missouri for Highway Purpose and Right of Way of Public Roads as now located.

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement") made and entered into as of this SEPTEMBER 13, 2003 by and between

NATIONAL REFRACTORIES AND MINERALS CORPORATION

(Collectively later called the "Seller") and STANLEY DUDENHOEFFER (Later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 2) at the public auction on this date (the "Auction") is made subject to the following terms covenants and conditions:

1. **NO OFFER; FIRMING UP THE AGREEMENT**. The delivery of this agreement to Purchaser in unsigned condition does not constitute an offer, and no contract shall form between Purchaser and Seller until such time as both Seller and Purchaser have signed this Agreement and purchaser has delivered the "Earnest Money" (as described in Paragraph 3) check to :

   NORDWALD AUCTION & REAL ESTATE SERVICE

   All of this must be accomplished by 9:00 p.m. on October 14 , 2003, in order to firm up this Agreement.

2. **PROPERTY** Seller agrees to sell (subject to the provisions of paragraph 1) and Purchaser agrees to purchase approximately 3.4 acres of real estate, more or less, situated in Osage County , Missouri, commonly referred to at the auction as tract(s) 28 as more particularly described on Exhibit "A" attached hereto and made part hereof, together with any improvements located thereon ("the property "). Purchaser hereby acknowledges and understands that the Property is being sold on an "as is, where is " basis, Purchaser further acknowledges that this Agreement is not contingent upon financing and that failure to close this transaction on or before October 14 , 2003 , due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

3. **PURCHASE PRICE** Purchaser agrees to pay to the Seller the total sum of: $12,920.00 (the "purchase price") or $3,800.00 per acre (the Purchase Price Per Acre") for the property, subject to adjustment (if necessary) as provided for herein.

   Upon execution of this agreement, Purchaser will pay by check and not in cash $1,292.00 (which amount is equal to ten percent (10%) of the Purchase Price) as Earnest Money payable to and to be held in the escrow account of Tri-County Land Title Services, LLC as escrow agent, thereunder for delivery to the Seller at the time of closing or as otherwise provided for herein. Earnest Money shall be held in a non- interest bearing account.

   Purchaser shall pay the balance of the Purchase Price to the Seller at Closing in cash or form of payment acceptable to the Seller.

4. **TITLE.** Seller, at Buyers expense, shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Tri-County Land Title Services, LLC. The Title Commitment shall commit the subject title company to issue Purchaser its standard owners policy in the amount of the purchase price, showing title to the Property in the name of the Seller, subject to the following permitted exceptions: (i) rights or claims of parties in possession not shown by the public records; (ii) easements or claims of easements not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property: (iv) any lien or right of lien for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public record; (v) taxes or special assessments which are not shown as existing liens; (vi) any water , mineral or other rights already granted or reserved by other parties, including but not limited to any mineral leases and (vii) such easements, restrictions, conditions, and other matters, if any, identified in the Title Commitment. In objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

   IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

ATTACHMENT - 13

Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agre that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

5. **SU VEY; CU CUT(S).** At Seller's option, Sellers shall provide at Seller's expense a new survey reflecting the legal description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 3

   Purchaser is responsible for obtaining the necessary permit(s) for any curb cut(s) to and from any adjoining roadway on to the property.

6. **CLOSING AND POSSESSION.** THE "Closing" shall take place on or about October 14, 2003, at the office of _____ and at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller affidavit; FITPTA affidavit; organizational documents and closing statements) and equally for closing costs. Purchaser shall be entitled to possession of the property on the Closing date.

7. **CASUALTY.** If, after this agreement is executed but before closing, any improvements be destroyed or damaged by casualty, Purchaser shall be entitled to insurance settlement proceeds, if any. Purchaser shall assume the risk of such damage or destruction, and this Agreement shall not terminate because of any casualty.

8. **WARRANTIES.** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the Property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by operation of law, as to the condition, quality, serviceability or merchantability of fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

9. **MINERAL RIGHTS.** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

10. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes for the calendar year 2003 shall be prorated to date of closing. Purchaser shall assume and pay real estate taxes for the Property for the balance of the calendar year 2003 and all years thereafter. Any delinquent real estate taxes will be paid from sellers proceeds.

11. **DEFAULT.** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by

Purchaser shall entitle Seller to court costs and reasonable attorneys' fees incurred in enforcing the provisions of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement, Purchaser's sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein, shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

12. **ENVIRONMENTAL.** The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold **"as is, where is"** and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state, or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

13. **PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/TRUSTEES/EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES.**

(a) Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

14. **PROVISIONS RELATING TO THE AUCTION COMPANY/AUCTIONEER/BROKERS/ FINDERS/AGENTS.**

(a) This Agreement is solely between Seller and Purchaser. **Nordwald & Associates** (the "Auction Company") and its licensed auctioneer are employed by the Seller. The Auction Company and its auctioneer shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Seller and Purchaser agree that no auction fee is due any party in regard to this transaction other than the Auction Company and a 0% broker participation/finders fee to N/A, which Seller has agreed to pay. Seller and Purchaser agree to indemnify each other and hold each other harmless with respect to any commissions, fees, judgments, or expenses of any nature of kind which either may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other in connection with the transaction contemplated by this Agreement, or any litigation or similar proceeding arising from such claims. Seller and Purchaser represent to each other that, other than as stated herein, there is no valid basis for such claims.

(c) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

15. MISCELLANEOUS.

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of Missouri. Any provision of this Agreement which is unenforceable or invalid, or the inclusion of which would affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in full force and effect.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid. All notices addressed to Seller shall be addressed as follows:

PARTIES TO THIS AGREEMENT:

Seller:

National Refractories and
Minerals Corporation
Wellsville Fire Brick Co.

WITH A COPY TO:

Tri County Land Title Services, L.L.C.
122 Prairie St.
Whiteside, MO 63387
Ph. 573-485-2213
Fax 573-485-8376

IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

SELLER:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

PURCHASER:

Address RR1 Box 171A

City, State, Zip: Clarence MO. 65024

Phone: 573-763-5480

Fax: 573-763-5490

Date : _____

If more than one Purchaser:

Special Agreements;

- ***Upon signing this document, buyer agrees to sign a Continuance Agreement for the CRP acreage that may be located on this tract if applicable. CRP payments for the contract year of 2003 shall be retained by the Sellers.***
- ***Buyer agrees to the designated cropland proration, according to percent of cropland acres per tract or as seller has designated.***
- ***Buyer agrees to current tenant rights if applicable.***

CRP Continuance Agreement (Tracts)

New owners shall agree to continue the CRP Contract signed by the sellers. New owners agree to follow the regulations of the CRP program or refund all payments previously made to the farm plus penalty payments if violations to the CRP contract occurs, based on a per acre rate.

We, the undersigned, do hereby acknowledge and agree to conform to the above-mentioned provision prior to closing.

Sellers:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

Buyers:

Date_____

APPENDIX "A"

LEGAL DESCRIPTIONS

(To Be Attached As Pertinent)

TRACT 28

All that part of lot 2 of the Northeast Quarter of Section one (1), Township forty three (43), Range eight (8) West of the 5th P.M. described as follows: Beginning at the Southeast corner of said lot 2 of the Northeast Quarter of said Section 2, at a point on the west right of way line of State Highway number 89, thence West along the South line of said lot 2 of the Northeast Quarter aforesaid, 450 feet; thence due North 240 feet, thence due East 120 feet, thence due North 185 feet; to the North ditch of a certain private road, as now located, leading from theWright residence to State Highway number 89; thence along the north line of said private road, a distance of 364 feet to the west right of way line of said State Highway number 89; thence South along the West right of way line of said State Highway number 89; 380 feet to the place of beginning.

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this SEPTEMBER 13, 2003 by and between

NATIONAL REFRACTORIES AND INERALS CORPORATION

(Collectively later called the "Seller"), and CLIFFORD ANTLE (Later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 2) at the public auction on this date (the "Auction"), is made subject to the following terms, covenants and conditions:

1. **NO OFFER; FIR NG UP THE AGREEMENT.** The delivery of this agreement to Purchaser in unsigned condition does not constitute an offer, and no contract shall form between Purchaser and Seller until such time as both Seller and Purchaser have signed this Agreement and purchaser has delivered the "Earnest Money" (as described in Paragraph 3) check to :

   NORDWALD AUCTION & REAL ESTATE SERVICE

   All of this must be accomplished by 9: p.m. on October 14 , 2003, in order to firm up this Agreement.

2. **PROPERTY** Seller agrees to sell (subject to the provisions of paragraph 1) and Purchaser agrees to purchase approximately 3.0 acres of real estate, more or less, situated in Osage County , Missouri, commonly referred to at the auction as tract(s) 27 as more particularly described on Exhibit "A" attached hereto and made part hereof, together with any improvements located thereon ("the property "). Purchaser hereby acknowledges and understands that the Property is being sold on an "as is, where is " basis. Purchaser further acknowledges that this Agreement is not contingent upon financing and that failure to close this transaction on or before October 14 , 2003 , due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

3. **PURCHASE PRICE** Purchaser agrees to pay to the Seller the total sum of: $10,500.00 (the "purchase price") or $3,500.00 per acre (the Purchase Price Per Acre") for the property, subject to adjustment (if necessary) as provided for herein.

   Upon execution of this agreement, Purchaser will pay by check and not in cash $1,050.00 (which amount is equal to ten percent (10%) of the Purchase Price) as Earnest Money payable to and to be held in the escrow account of Tri-County Land Title Services, LLC as escrow agent, thereunder for delivery to the Seller at the time of closing or as otherwise provided for herein. Earnest Money shall be held in a non- interest bearing account.

   Purchaser shall pay the balance of the Purchase Price to the Seller at Closing in cash or form of payment acceptable to the Seller.

4. **TITLE.** Seller, at Buyers expense, shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Tri-County Land Title Services, LLC. The Title Commitment shall commit the subject title company to issue Purchaser its standard owners policy in the amount of the purchase price, showing title to the Property in the name of the Seller, subject to the following permitted exceptions; (I) rights or claims of parties in possession not shown by the public records; (Ii) easements or claims of easements not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property: (iv) any lien or right of lien for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public record; (v) taxes or special assessments which are not shown as existing liens; (vi) any water , mineral or other rights already granted or reserved by other parties, including but not limited to any mineral leases and (vii) such easements, restrictions, conditions, and other matters, if any, identified in the Title Commitment. In objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

   IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

ATTACHMENT - 14

Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

5. **SURVEY· CURB CUT(S).** At Seller's option, Sellers shall provide at Seller's expense a new survey reflecting the legal description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 3

   Purchaser is responsible for obtaining the necessary permit(s) for any curb cut(s) to and from any adjoining roadway on to the property.

6. **CLOSING AND POSSESSION.** THE "Closing" shall take place on or about October 14, 2003, at the office of _____ and at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller affidavit; FITPTA affidavit; organizational documents and closing statements) and equally for closing costs. Purchaser shall be entitled to possession of the property on the Closing date.

7. **CASUALTY.** If, after this agreement is executed but before closing, any improvements be destroyed or damaged by casualty, Purchaser shall be entitled to insurance settlement proceeds, if any. Purchaser shall assume the risk of such damage or destruction, and this Agreement shall not terminate because of any casualty.

8. **WARRANTIES.** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the Property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by operation of law, as to the condition, quality, serviceability or merchantability of fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

9. **MINERAL RIGHTS.** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

10. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes for the calendar year 2003 shall be prorated to date of closing. Purchaser shall assume and pay real estate taxes for the Property for the balance of the calendar year 2003 and all years thereafter. Any delinquent real estate taxes will be paid from sellers proceeds.

11. **DEFAULT.** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by

Purchaser shall entitle Seller to court costs and reasonable attorneys' fees incurred in enforcing the provisions of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement, Purchaser's sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein, shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

12. **ENVIRONMENTAL.** The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties either express or implied regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold **"as is, where is"** and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state, or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

13. **PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/TRUSTEES/EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES.**

(a) Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

14. **PROVISIONS RELATING TO THE AUCTION COMPANY/AUCTIONEER/BROKERS/ FINDERS/AGENTS.**

(a) This Agreement is solely between Seller and Purchaser. **Nordwald & Associates** (the "Auction Company") and its licensed auctioneer are employed by the Seller. The Auction Company and its auctioneer shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Seller and Purchaser agree that no auction fee is due any party in regard to this transaction other than the Auction Company and a 0% broker participation/finders fee to N/A, which Seller has agreed to pay. Seller and Purchaser agree to indemnify each other and hold each other harmless with respect to any commissions, fees, judgments, or expenses of any nature of kind which either may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other in connection with the transaction contemplated by this Agreement, or any litigation or similar proceeding arising from such claims. Seller and Purchaser represent to each other that, other than as stated herein, there is no valid basis for such claims.

(c) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

15. MISCELLANEOUS.

(a) Jurisdiction. This agreement sha l be construed in accordance with the laws of the State of Missouri. Any provision of this Agreement which is unenforceable or invalid, or the inclusion of which would affect the validity, egality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in ful force and effect.

(b) Entire Agreement. This Agreement conta ns the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid. All notices addressed to Seller shall be addressed as follows:

PARTIES TO THIS AGREEMENT:

Seller:

National Refractories and
Minerals Corporation
Wellsville Fire Brick Co.

WITH A COPY TO:

Tri County Land Title Services, L.L.C.
122 Prairie St.
Whiteside, MO 63387
Ph. 573-485-2213
Fax 573-485-8376

I **WITNESS WHER OF**, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

SELLE :

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

PU CHASER: K. Clifford Mcmantle

Address P.O. Box 865

City, State, Zip: LINN, MO. 65051

Phone: 573-897-4664

Fax: _____

Date : 9/13/03

If more than one Purchaser:

Special Agreements;

- ***Upon signing this document, buyer agrees to sign a Continuance Agreement for the CRP acreage that may be located on this tract if applicable. CRP payments for the contract year of 2003 shall be retained by the Sellers.***
- ***Buyer agrees to the designated cropland proration, according to percent of cropland acres per tract or as seller has designated.***
- ***Buyer agrees to current tenant rights if applicable.***

CRP Continuance Agreement (Tracts)

New owners shall agree to continue the CRP Contract signed by the sellers. New owners agree to follow the regulations of the CRP program or refund all payments previously made to the farm plus penalty payments if violations to the CRP contract occurs, based on a per acre rate.

We, the undersigned, do hereby acknowledge and agree to conform to the above-mentioned provision prior to closing.

Sellers:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

Buyers:

Date_____

APPENDIX "A"

LEGAL DESCRIPTIONS

(To Be Attached As Pertinent)

TRACT 27

That part of lots two (2) and three (3) of the Northeast Quarter of Section four (4), Township forty three (43) North, Range eight (8) West of the 5th P.M., described as beginning at a point on the West side of theLinn Flora public road, near a fence post marked with three small notches, said point bearing South 40 ½ degrees East 16.10 chains from the Quarter Section corner on the North side of said Section 4, Township and Range aforesaid, thence South 58 ¼ degrees West 6.24 chains, to a point near a small white oak tree, thence south 27 ¼ degrees East 3.98 chains to a stake, thence North 66 ½ degrees East 8.89 chains to a point on the West side of said Linn-Flora public road, thence in a Northwesterly course along the West side of said road, 5.89 chains to the place of beginning, containing 3.45 acres, more or less.

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this SEPTEMBER 13, 2003 by and between

NATIONAL REFRACTORIES AND MINERALS CORPORATION

(Collectively later called the "Seller"), and CHARLES D. SMITH, SR. TRUST - SHELBY J. SMITH TRUST (Later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 2) at the public auction on this date (the "Auction"), is made subject to the following terms, covenants and conditions:

1. **NO OFFER; FIRMING UP THE AGR MENT.** The delivery of this agreement to Purchaser in unsigned condition does not constitute an offer, and no contract shall form between Purchaser and Seller until such time as both Seller and Purchaser have signed this Agreement and purchaser has delivered the "Earnest Money" (as described in Paragraph 3) check to :

   NORDWALD AUCTION & REAL ESTATE SERVICE

   All of this must be accomplished by 9:00 p.m. on October 14 , 2003, in order to firm up this Agreement.

2. **PROPERTY** Seller agrees to sell (subject to the provisions of paragraph 1) and Purchaser agrees to purchase approximately 24.0 acres of real estate, more or less, situated in Maries County , Missouri, commonly referred to at the auction as tract(s) 29 as more particularly described on Exhibit "A" attached hereto and made part hereof, together with any improvements located thereon ("the property "). Purchaser hereby acknowledges and understands that the Property is being sold on an "as is, where is " basis. Purchaser further acknowledges that this Agreement is not contingent upon financing and that failure to close this transaction on or before October 14 , 2003 , due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

3. **PURCHASE PRICE** Purchaser agrees to pay to the Seller the total sum of: $14,856.00 (the "purchase price") or $619.00 per acre (the Purchase Price Per Acre") for the property, subject to adjustment (if necessary) as provided for herein.

   Upon execution of this agreement, Purchaser will pay by check and not in cash $1,485.60 (which amount is equal to ten percent (10%) of the Purchase Price) as Earnest Money payable to and to be held in the escrow account of Tri-County Land Title Services, LLC as escrow agent, thereunder for delivery to the Seller at the time of closing or as otherwise provided for herein. Earnest Money shall be held in a non- interest bearing account.

   Purchaser shall pay the balance of the Purchase Price to the Seller at Closing in cash or form of payment acceptable to the Seller.

4. **TITLE.** Seller, at Buyers expense, shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Tri-County Land Title Services, LLC. The Title Commitment shall commit the subject title company to issue Purchaser its standard owners policy in the amount of the purchase price, showing title to the Property in the name of the Seller, subject to the following permitted exceptions: (i) rights or claims of parties in possession not shown by the public records; (ii) easements or claims of easements not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property: (iv) any lien or right of lien for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public record; (v) taxes or special assessments which are not shown as existing liens; (vi) any water , mineral or other rights already granted or reserved by other parties, including but not limited to any mineral leases and (vii) such easements, restrictions, conditions, and other matters, if any, identified in the Title Commitment. In objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

   IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

ATTACHMENT - 15

Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

5. **SURVEY; CURB CUT(S).** At Seller's option, Sellers shall provide at Seller's expense a new survey reflecting the legal description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 3

   Purchaser is responsible for obtaining the necessary permit(s) for any curb cut(s) to and from any adjoining roadway on to the property.

6. **CLOSING AND POSSESSION.** THE "Closing" shall take place on or about October 14, 2003, at the office of _____ and at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller affidavit; FITPTA affidavit; organizational documents and closing statements) and equally for closing costs. Purchaser shall be entitled to possession of the property on the Closing date.

7. **CASUALTY.** If, after this agreement is executed but before closing, any improvements be destroyed or damaged by casualty, Purchaser shall be entitled to insurance settlement proceeds, if any. Purchaser shall assume the risk of such damage or destruction, and this Agreement shall not terminate because of any casualty.

8. **WARRANTIES.** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the Property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by operation of law, as to the condition, quality, serviceability or merchantability of fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

9. **MINERAL RIGHTS.** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

10. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes for the calendar year 2003 shall be prorated to date of closing. Purchaser shall assume and pay real estate taxes for the Property for the balance of the calendar year 2003 and all years thereafter. Any delinquent real estate taxes will be paid from sellers proceeds.

11. **DEFAULT.** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by

Purchaser shall entitle Seller to court costs and reasonable attorneys fees incurred in enforcing the provisions of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement, Purchaser's sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

12. **ENVIRONMENTAL.** The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold **"as is, where is"** and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state, or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

13. **PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/TRUSTEES/EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES.**

(a) Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

14. **PROVISIONS RELATING TO THE AUCTION COMPANY/AUCTIONEER/BROKERS/ FINDERS/AGENTS.**

(a) This Agreement is solely between Seller and Purchaser. **Nordwald & Associates** (the "Auction Company") and its licensed auctioneer are employed by the Seller. The Auction Company and its auctioneer shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Seller and Purchaser agree that no auction fee is due any party in regard to this transaction other than the Auction Company and a 0% broker participation/finders fee to N/A, which Seller has agreed to pay. Seller and Purchaser agree to indemnify each other and hold each other harmless with respect to any commissions, fees, judgments, or expenses of any nature of kind which either may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other in connection with the transaction contemplated by this Agreement, or any litigation or similar proceeding arising from such claims. Seller and Purchaser represent to each other that, other than as stated herein, there is no valid basis for such claims.

(c) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

15. **MISCELLANEOUS.**

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of Missouri. Any provision of this Agreement which is unenforceable or invalid, or the inclusion of which would affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in full force and effect.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid. All notices addressed to Seller shall be addressed as follows:

PARTIES TO THIS AGREEMENT:

Seller:

National Refractories and
Minerals Corporation
Wellsville Fire Brick Co.

WITH A COPY TO:

Tri County Land Title Services, L.L.C.
122 Prairie St.
Whiteside, MO 63387
Ph. 573-485-2213
Fax 573-485-8376

IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

SELLER:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

PURCHASER:

Charles D Smith Sr

Shelby J Smith

Address 412 Hopewell Dr

City, State, Zip O'Fallon MO 63366

Phone: 636 240 7939

Fax: _____

Date : 9-13-03

If more than one Purchaser:

Special Agreements;

- ***Upon signing this document, buyer agrees to sign a Continuance Agreement for the CRP acreage that may be located on this tract if applicable. CRP payments for the contract year of 2003 shall be retained by the Sellers.***
- ***Buyer agrees to the designated cropland proration, according to percent of cropland acres per tract or as seller has designated.***
- ***Buyer agrees to current tenant rights if applicable.***

CRP Continuance Agreement (Tracts)

New owners shall agree to continue the CRP Contract signed by the sellers. New owners agree to follow the regulations of the CRP program or refund all payments previously made to the farm plus penalty payments if violations to the CRP contract occurs, based on a per acre rate.

We, the undersigned, do hereby acknowledge and agree to conform to the above-mentioned provision prior to closing.

Sellers:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

Buyers:

_____

_____

Date_____

APPENDIX "A"

LEGAL DESCRIPTIONS

(To Be Attached As Pertinent)

TRACT 29

The North Half of Lot Two of the Northwest Quarter of Section 7, Township 39 North, Range 7 West of the 5th P.M., except a tract of land about 800 feet square in the Southwest corner thereof, conveyed by Dewitt C. Terrill toRobinson Clay Products by deed recorded in Book 66, page 442, and subject to all clay and minerals in, on or under said land reserved by said Dewitt C. Terrill by deed recorded in Book 71, Page 98.

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this SEPTEMBER 13, 2003 by and between

NATIONAL REFRACTORIES AND MINERALS CORPORATION

(Collectively later called the "Seller"), and GREGORY A. & NANCY L. JARVIS (Later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 2) at the public auction on this date (the "Auction"), is made subject to the following terms, covenants and conditions:

1. **NO OFFE ; FI MING UP TH AGREEMENT.** The delivery of this agreement to Purchaser in unsigned condition does not constitute an offer, and no contract shall form between Purchaser and Seller until such time as both Seller and Purchaser have signed this Agreement and purchaser has delivered the "Earnest Money" (as described in Parag ph 3) check to :

   NORDWALD AUCTION & REAL ESTATE SERVICE

   All of this must be accomplished by 9:00 p.m. on October 14 , 2003, in order to firm up this Agreement.

2. **PROPERTY** Seller agrees to sell (subject to the provisions of paragraph 1) and Purchaser agrees to purchase approximately 7.0 acres of real estate, more or less, situated in Warren County , Missouri, commonly referred to at the auction as tract(s) 30 as more particularly described on Exhibit "A" attached hereto and made part hereof, together with any improvements located thereon ("the property "). Purchaser hereby acknowledges and understands that the Property is being sold on an "as is, where is " basis. Purchaser further acknowledges that this Agreement is not contingent upon financing and that failure to close this transaction on or before October 14 , 2003 , due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

3. **PURCHASE PRICE** Purchaser agrees to pay to the Seller the total sum of: $31,500.00 (the "purchase price") or $4,500.00 per acre (the Purchase Price Per Acre") for the property, subject to adjustment (if necessary) as provided for herein.

   Upon execution of this agreement, Purchaser will pay by check and not in cash $3,150.00 (which amount is equal to ten percent (10%) of the Purchase Price) as Earnest Money payable to and to be held in the escrow account of Tri-County Land Title Services, LLC as escrow agent, thereunder for delivery to the Seller at the time of closing or as otherwise provided for herein. Earnest Money shall be held in a non- interest bearing account.

   Purchaser shall pay the balance of the Purchase Price to the Seller at Closing in cash or form of payment acceptable to the Seller.

4. **TITLE.** Seller, at Buyers expense, shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Tri-County Land Title Services, LLC. The Title Commitment shall commit the subject title company to issue Purchaser its standard owners policy in the amount of the purchase price, showing title to the Property in the name of the Seller, subject to the following permitted exceptions: (i) rights or claims of parties in possession not shown by the public records; (ii) easements or claims of easements not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property: (iv) any lien or right of lien for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public record; (v) taxes or special assessments which are not shown as existing liens; (vi) any water , mineral or other rights already granted or reserved by other parties, including but not limited to any mineral leases and (vii) such easements, restrictions, conditions, and other matters, if any, identified in the Title Commitment. In objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

   IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

ATTACHMENT - 16

Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

5. **SURVEY; CURB CUT(S).** At Seller's option, Sellers shall provide at Seller's expense a new survey reflecting the legal description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 3

   Purchaser is responsible for obtaining the necessary permit(s) for any curb cut(s) to and from **any adjoining roadway** on to the property.

6. **CLOSING AND POSSESSION.** THE "Closing" shall take place on or about **October 14, 2003**, at the office of _____ and at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller affidavit; FITPTA affidavit; organizational documents and closing statements) and equally for closing costs. Purchaser shall be entitled to possession of the property on the Closing date.

7. **CASUALTY.** If, after this agreement is executed but before closing, any improvements be destroyed or damaged by casualty, Purchaser shall be entitled to insurance settlement proceeds, if any. Purchaser shall assume the risk of such damage or destruction, and this Agreement shall not terminate because of any casualty.

8. **WARRANTIES.** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the Property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by operation of law, as to the condition, quality, serviceability or merchantability of fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

9. **MINERAL RIGHTS.** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

10. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes for the calendar year 2003 shall be prorated to date of closing. Purchaser shall assume and pay real estate taxes for the Property for the balance of the calendar year 2003 and all years thereafter. Any delinquent real estate taxes will be paid from sellers proceeds.

11. **DEFAULT.** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by

Purchaser shall entitle Se ler to court costs and reasonable attorneys' fees incurred in enforcing the provisions of this Agreement.

n the event of failure of Seller to perform the obligations imposed by this Agreement, Purchaser's sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon simi ar notice served upon Seller and similar expiration time period.

The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein, sha l be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

12. **ENVIRONMENTAL.** The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold **"as is, where is"** and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state, or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

13. **PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/TRUSTEES/EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES.**

(a) Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

14. **PROVISIONS RELATING TO THE AUCTION COMPANY/AUCTIONEER/BROKERS/ FINDERS/AGENTS.**

(a) This Agreement is solely between Seller and Purchaser. **Nordwald & Associates** (the "Auction Company") and its licensed auctioneer are employed by the Seller. The Auction Company and its auctioneer shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Seller and Purchaser agree that no auction fee is due any party in regard to this transaction other than the Auction Company and a 0% broker participation/finders fee to N/A, which Seller has agreed to pay. Seller and Purchaser agree to indemnify each other and hold each other harmless with respect to any commissions, fees, judgments, or expenses of any nature of kind which either may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other in connection with the transaction contemplated by this Agreement, or any litigation or similar proceeding arising from such claims. Seller and Purchaser represent to each other that, other than as stated herein, there is no valid basis for such claims.

(c) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

15. **MISCELLANEOUS.**

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of Missouri. Any provision of this Agreement which is unenforceable or invalid, or the inclusion of which would affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in full force and effect.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time Is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid. All notices addressed to Seller shall be addressed as follows:

PARTIES TO THIS AGREEMENT:

Seller:

National Refractories and
Minerals Corporation
Wellsville Fire Brick Co.

WITH A COPY TO:

Tri County Land Title Services, L.L.C.
122 Prairie St.
Whiteside, MO 63387
Ph. 573-485-2213
Fax 573-485-8376

N WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

SELLER:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

PURCHASER:

GREGORY A. &
Nancy L JARVIS

Address 3667 W. Hwy 94

City, State, Zip: Marthasville MO 63357

Phone: 636 932 4284

Fax: 636-932-4804

Date: 9/13/03

If more than one Purchaser:

Special Agreements;

- ***Upon signing this document, buyer agrees to sign a Continuance Agreement for the CRP acreage that may be located on this tract if applicable. CRP payments for the contract year of 2003 shall be retained by the Sellers.***
- ***Buyer agrees to the designated cropland proration, according to percent of cropland acres per tract or as seller has designated.***
- ***Buyer agrees to current tenant rights if applicable.***

CRP Continuance Agreement (Tracts)

New owners shall agree to continue the CRP Contract signed by the sellers. New owners agree to follow the regulations of the CRP program or refund all payments previously made to the farm plus penalty payments if violations to the CRP contract occurs, based on a per acre rate.

We, the undersigned, do hereby acknowledge and agree to conform to the above-mentioned provision prior to closing.

Sellers:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

Buyers:

Date_____

APPENDIX "A"

LEGAL DESCRIPTIONS

(To Be Attached As Pertinent)

TRACT 30

A certain tract of land out of Lot 2 of the Northwest Quarter of Section 6, Township 46 North, Range 2 West, Warren County, Missouri, particularly described as follows: Beginning at an old set stone marking the Southeast corner of the Della Leach 1.8 acre tract situated in Lot 1 of theNortheast Quarter of Section 1, Township 46 North, Range 3 West from which corner stone the Southwest corner of Lot 2 aforesaid bears South 0 degrees 15' West a distance of 362.5 feet: running thence with the Range line North 0 degrees 15' East 668.5 feet to intersection with the East right of way line of State Road Route "U" from which intersection the Northwest corner of Lot 2 of Northwest Quarter of Section 6 aforesaid bears North 0 degrees 15' East a distance of 374.8 feet; running thence with said right of way line North 12 degrees 59' East 11.8 feet to pipe set for corner: running thence South 89 degrees 45' East 447.4 feet set pipe for corner from which a 6 inch White Oak tree bears North 41 degrees 13' West a distance of 15.0 feet and a 4 inch White Oak tree bears North 74 degrees 41' East a distance of 14.0 feet, and a 12 inch White Oak tree bears South 3 degrees 53' East a distance of 13.5 feet; running thence South 0 degrees 15' West 680.0 feet to set pipe for corner from which a 7 inch White Oak tree bears North 32 degrees 55' West a distance of 6.3 feet and a 10 inch White Oak tree bears South 86 degrees 28' East a distance of 8.5 feet and a 10 inch White Oak TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto bears South 17 degrees 21' West a distance of 12.6 feet; running thence to the place of beginning, belonging in or anywise appertaining, unto the said party of the second part, and unto its successors and assigns, forever, the containing 7.05 acres, more or less.

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this SEPTEMBER 13, 2003 by and between

NATIONAL REFRACTORIES AND MINERALS CORPORATION

(Collectively later called the "Seller"), and HARRY H. HOUF & SONS CONTRACTORS, INC. (Later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 2) at the public auction on this date (the "Auction"), is made subject to the following terms, covenants and conditions:

1. **NO OFFER· FIRMING UP THE AGREEMENT.** The delivery of this agreement to Purchaser in unsigned condition does not constitute an offer, and no contract shall form between Purchaser and Seller until such time as both Seller and Purchaser have signed this Agreement and purchaser has delivered the "Earnest Money" (as described in Paragraph 3) check to :

   NORDWALD AUCTION & REAL ESTATE SERVICE

   All of this must be accomplished by 9:00 p.m. on October 14, 2003, in order to firm up this Agreement.

2. **PROPERTY** Seller agrees to sell (subject to the provisions of paragraph 1) and Purchaser agrees to purchase approximately 36.81 acres of real estate, more or less, situated in Montgomery County, Missouri, commonly referred to at the auction as tract(s) 21 as more particularly described on Exhibit "A" attached hereto and made part hereof, together with any improvements located thereon ("the property"). Purchaser hereby acknowledges and understands that the Property is being sold on an "as is, where is" basis. Purchaser further acknowledges that this Agreement is not contingent upon financing and that failure to close this transaction on or before October 14, 2003, due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

3. **PURCHASE PRICE** Purchaser agrees to pay to the Seller the total sum of: $40,491.00 (the "purchase price") or $1,100.00 per acre (the Purchase Price Per Acre") for the property, subject to adjustment (if necessary) as provided for herein.

   Upon execution of this agreement, Purchaser will pay by check and not in cash $4,049.10 (which amount is equal to ten percent (10%) of the Purchase Price) as Earnest Money payable to and to be held in the escrow account of Tri-County Land Title Services, LLC as escrow agent, thereunder for delivery to the Seller at the time of closing or as otherwise provided for herein. Earnest Money shall be held in a non- interest bearing account.

   Purchaser shall pay the balance of the Purchase Price to the Seller at Closing in cash or form of payment acceptable to the Seller.

4. **TITLE.** Seller, at Buyers expense, shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Tri-County Land Title Services, LLC. The Title Commitment shall commit the subject title company to issue Purchaser its standard owners policy in the amount of the purchase price, showing title to the Property in the name of the Seller, subject to the following permitted exceptions: (I) rights or claims of parties in possession not shown by the public records; (ii) easements or claims of easements not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property; (iv) any lien or right of lien for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public record; (v) taxes or special assessments which are not shown as existing liens; (vi) any water , mineral or other rights already granted or reserved by other parties, including but not limited to any mineral leases and (vii) such easements, restrictions, conditions, and other matters, if any, identified in the Title Commitment. In objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

   IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

ATTACHMENT - 17

Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

5. **SURVEY· CURB CUT(S).** At Seller's option, Sellers shall provide at Seller's expense a new survey reflecting the legal description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 3

   Purchaser is responsible for obtaining the necessary permit(s) for any curb cut(s) to and from any adjoining roadway on to the property.

6. **CLOSING AND POSSESSION.** THE "Closing" shall take place on or about October 14, 2003, at the office of _____ and at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller affidavit; FITPTA affidavit; organizational documents and closing statements) and equally for closing costs. Purchaser shall be entitled to possession of the property on the Closing date.

7. **CASUALTY.** If, after this agreement is executed but before closing, any improvements be destroyed or damaged by casualty, Purchaser shall be entitled to insurance settlement proceeds, if any. Purchaser shall assume the risk of such damage or destruction, and this Agreement shall not terminate because of any casualty.

8. **WARRANTIES.** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the Property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by operation of law, as to the condition, quality, serviceability or merchantability of fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

9. **MINERAL RIGHTS.** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

10. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes for the calendar year 2003 shall be prorated to date of closing. Purchaser shall assume and pay real estate taxes for the Property for the balance of the calendar year 2003 and all years thereafter. Any delinquent real estate taxes will be paid from sellers proceeds.

11. **DEFAULT.** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by

Purchaser shall entitle Seller to court costs and reasonable attorneys' fees incurred in enforcing the provisions of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement, Purchaser's sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein, shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

12. **ENVIRONM TAL.** The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold **"as is, where is"** and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state, or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

13. **PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/TRUSTEES/EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES.**

(a) Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

14. **PROVISIONS RELATING TO THE AUCTION COMPANY/AUCTIONEER/BROKERS/ FINDERS/AGENTS.**

(a) This Agreement is solely between Seller and Purchaser. **Nordwald & Associates** (the "Auction Company") and its licensed auctioneer are employed by the Seller. The Auction Company and its auctioneer shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Seller and Purchaser agree that no auction fee is due any party in regard to this transaction other than the Auction Company and a 0% broker participation/finders fee to N/A, which Seller has agreed to pay. Seller and Purchaser agree to indemnify each other and hold each other harmless with respect to any commissions, fees, judgments, or expenses of any nature of kind which either may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other in connection with the transaction contemplated by this Agreement, or any litigation or similar proceeding arising from such claims. Seller and Purchaser represent to each other that, other than as stated herein, there is no valid basis for such claims.

(c) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

15. MISCELLANEOUS.

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of Missouri. Any provision of this Agreement which is unenforceable or invalid or the inclusion of which would affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in full force and effect.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid. All notices addressed to Seller shall be addressed as follows:

PARTIES TO THIS AGREEMENT:

Seller:

National Refractories and
Minerals Corporation
Wellsville Fire Brick Co.

WITH A COPY TO:

Tri County Land Title Services, L.L.C.
122 Prairie St.
Whiteside, MO 63387
Ph. 573-485-2213
Fax 573-485-8376

I WITNESS WH R OF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

SELLER:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

PU CHASER:

X _____

_____

Address Po Box 774

_____

City, State, Zip: mexico MO 65265

Phone: 573-581-6698

Fax: - - 2188

Date: 9-3-03

If more than one Purchaser:

Special Agreements;

- ***Upon signing this document, buyer agrees to sign a Continuance Agreement for the CRP acreage that may be located on this tract if applicable. CRP payments for the contract year of 2003 shall be retained by the Sellers.***
- ***Buyer agrees to the designated cropland proration, according to percent of cropland acres per tract or as seller has designated.***
- ***Buyer agrees to current tenant rights if applicable.***

CRP Continuance Agreement (Tracts)

New owners shall agree to continue the CRP Contract signed by the sellers. New owners agree to follow the regulations of the CRP program or refund all payments previously made to the farm plus penalty payments if violations to the CRP contract occurs, based on a per acre rate.

We, the undersigned, do hereby acknowledge and agree to conform to the above-mentioned provision prior to closing.

Sellers:

_____
Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

Buyers:

_____

_____

Date_____

APPENDIX "A"

LEGAL DESCRIPTIONS

(To Be Attached As Pertinent)

Tract 21

TRACT 21: A tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, and being more particularly described as follows:

Beginning at an existing iron pin at the northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 28; thence N89°36'49 'W, 1349.68 feet, to an existing iron pin at the northwest corner of said quarter quarter section; thence S01°19'55 W, along the east line of said quarter quarter section, 1209.93 feet, to an existing pin on the northeasterly line of Missouri State Highway 19; thence on a curve to the right, having a radius of 5759.6 feet, and an arc length of 145.54 feet, and a chord of S50°54'55"E, 145.52 feet, to an existing iron pin; thence S50°11'26"E, 10.4 feet; thence on a curve to the right having a radius of 5759.6 feet, and an arc length of 38.87 feet, and a chord of S49°59'50"E, 38.87 feet; thence S89°42'07"E, 948.93 feet, to an iron pin; thence N07°07'40"E, 996.85 feet, to an iron pin; thence S86°14'53"E, 206.76 feet, to an iron pin thence N08°21'18"W, 357.01 feet, to the point of beginning. Containing 36.81 acres more or less.

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this SEPTEMBER 13, 2003 by and between

NATIONAL REFRACTORIES AND MINERALS CORPORATION

(Collectively later called the "Seller"), and ELINDA ANN HUDSON (Later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 2) at the public auction on this date (the "Auction"), is made subject to the following terms, covenants and conditions:

1. **NO OFFER; FIRMING UP THE AGREEMENT.** The delivery of this agreement to Purchaser in unsigned condition does not constitute an offer, and no contract shall form between Purchaser and Seller until such time as both Seller and Purchaser have signed this Agreement and purchaser has delivered the "Earnest Money" (as described in Paragraph 3) check to :

   NORDWALD AUCTION & REAL ESTATE SERVICE

   All of this must be accomplished by 9:00 p.m. on October 14, 03, in order to firm up this Agreement.

2. **PROPERTY** Seller agrees to sell (subject to the provisions of paragraph 1) and Purchaser agrees to purchase approximately *3.14* acres of real estate, more or less, situated in Audrain County, Missouri, commonly referred to at the auction as tract(s) 4 as more particularly described on Exhibit "A" attached hereto and made part hereof, together with any improvements located thereon ("the property "). Purchaser hereby acknowledges and understands that the Property is being sold on an "as is, where is " basis. Purchaser further acknowledges that this Agreement is not contingent upon financing and that failure to close this transaction on or before October 14 , 2003 , due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

3. **PURCHASE PRICE** Purchaser agrees to pay to the Seller the total sum of: $73,715.00 (the "purchase price") or $23,476.00 per acre (the Purchase Price Per Acre") for the property, subject to adjustment (if necessary) as provided for herein.

   Upon execution of this agreement, Purchaser will pay by check and not in cash $7,371.50 (which amount is equal to ten percent (10%) of the Purchase Price) as Earnest Money payable to and to be held in the escrow account of Tri-County Land Title Services, LLC as escrow agent, thereunder for delivery to the Seller at the time of closing or as otherwise provided for herein. Earnest Money shall be held in a non- interest bearing account.

   Purchaser shall pay the balance of the Purchase Price to the Seller at Closing in cash or form of payment acceptable to the Seller.

4. **TITLE.** Seller, at **Buyers** expense, shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Tri-County Land Title Services, LLC. The Title Commitment shall commit the subject title company to issue Purchaser its standard owners policy in the amount of the purchase price, showing title to the Property in the name of the Seller, subject to the following permitted exceptions: (i) rights or claims of parties in possession not shown by the public records; (ii) easements or claims of easements not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property: (iv) any lien or right of lien for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public record; (v) taxes or special assessments which are not shown as existing liens; (vi) any water , mineral or other rights already granted or reserved by other parties, including but not limited to any mineral leases and (vii) such easements, restrictions, conditions, and other matters, if any, identified in the Title Commitment. In objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

   IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

ATTACHMENT - 18

Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such fund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

5. **SURVEY; CUR CUT(S).** At Seller's option, Sellers shall provide at Seller's expense a new survey reflecting the legal description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 3

   Purchaser is responsible for obtaining the necessary permit(s) for any curb cut(s) to and from any adjoining roadway on to the property.

6. **CLOSING AND POSSESSION.** THE "Closing" shall take place on or about October 14, 2003, at the office of _____ and at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller affidavit; FITPTA affidavit; organizational documents and closing statements) and equally for closing costs. Purchaser shall be entitled to possession of the property on the Closing date.

7. **CASUALTY.** If, after this agreement is executed but before closing, any improvements be destroyed or damaged by casualty, Purchaser shall be entitled to insurance settlement proceeds, if any. Purchaser shall assume the risk of such damage or destruction, and this Agreement shall not terminate because of any casualty.

8. **WARRANTIES.** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the Property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by operation of law, as to the condition, quality, serviceability or merchantability of fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

9. **MINERAL RIGHTS.** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

10. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes for the calendar year 2003 shall be prorated to date of closing. Purchaser shall assume and pay real estate taxes for the Property for the balance of the calendar year 2003 and all years thereafter. Any delinquent real estate taxes will be paid from sellers proceeds.

11. **DEFAULT.** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by

Purchaser shall entitle Seller to court costs and reasonable attorneys fees incurred in enforcing the provisions of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement Purchaser's sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein, shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

12. **ENVIRONMENTAL.** The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold **"as is, where is"** and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state, or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

13. **PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/TRUSTEES/EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES.**

(a) Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

14. **PROVISIONS RELATING TO THE AUCTION COMPANY/AUCTIONEER/BROKERS/ FINDERS/AGENTS.**

(a) This Agreement is solely between Seller and Purchaser. **Nordwald & Associates** (the "Auction Company") and its licensed auctioneer are employed by the Seller. The Auction Company and its auctioneer shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Seller and Purchaser agree that no auction fee is due any party in regard to this transaction other than the Auction Company and a 0% broker participation/finders fee to N/A, which Seller has agreed to pay. Seller and Purchaser agree to indemnify each other and hold each other harmless with respect to any commissions, fees, judgments, or expenses of any nature of kind which either may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other in connection with the transaction contemplated by this Agreement, or any litigation or similar proceeding arising from such claims. Seller and Purchaser represent to each other that, other than as stated herein, there is no valid basis for such claims.

(c) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

15. MISCELLANEOUS.

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of Missouri. Any provision of this Agreement which is unenforceable or invalid, or the inclusion of which would affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shal rema n n ful force and effect.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid. All notices addressed to Seller shall be addressed as follows:

PARTIES TO THIS AGREEMENT:

Seller:

National Refractories and
Minerals Corporation
Wellsville Fire Brick Co.

WITH A COPY TO:

Tri County Land Title Services, L.L.C.
122 Prairie St.
Whiteside, MO 63387
Ph. 573-485-2213
Fax 573-485-8376

I **WITNESS WHEREOF**, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, of the day, month and year first above written.

SELLER:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

PURCHASER: X Melinda Ann Thaler

Address 23088 Audrain Rd 814

City, State, Zip: Mexico, MO 65265

Phone: 573-581-0796

Fax:

Date : Sept 13, 2003

If more than one Purchaser:

Special Agreements;

- ***Upon signing this document, buyer agrees to sign a Continuance Agreement for the CRP acreage that may be located on this tract if applicable. CRP payments for the contract year of 2003 shall be retained by the Sellers.***
- ***Buyer agrees to the designated cropland proration, according to percent of cropland acres per tract or as seller has designated.***
- ***Buyer agrees to current tenant rights if applicable.***

CRP Continuance Agreement (Tracts)

New owners shall agree to continue the CRP Contract signed by the sellers. New owners agree to follow the regulations of the CRP program or refund all payments previously made to the farm plus penalty payments if violations to the CRP contract occurs, based on a per acre rate.

We, the undersigned, do hereby acknowledge and agree to conform to the above-mentioned provision prior to closing.

Sellers:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

Buyers:

Date_____

APPENDIX "A"

LEGAL DESCRIPTIONS

(To Be Attached As Pertinent)

Tract 4

TRACT 4: A tract of land being a part of Section 12, Township 51 N., Range 9 W., and a part of Section 7, Township 50 N., Range 8 W., Audrain County Missouri, and being more particularly described as follows:

Commencing at the southeast corner of said Section 12 thence N89°29'14"W, along the south line of said Section 12, 1262.57 feet, to the centerline ofAudrain County Road 343; thence continuing along said south line, N89°29'14"W, 20.0 feet, to the southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 12; thence N00°39'10"E, along the east line of said quarter quarter section, 799.89 feet; thence S88°00'02"E, 1083.84 feet, to an iron pin, and the point of beginning; thence S22°31'58"E, 532.99 feet, to an existing 24 inch Locust tree; thence S25°00'14"E, 214.85 feet; to the northwesterly line of Missouri State Highway J; thence along said northwesterly line the following courses: thence N53°04'52"E, 219.31 feet; thence N24°23'53"W, 547.06 feet, to an iron pin, thence N76°51'24"W, 250.99 feet, to the point of beginning. Containing 3.14 acres, more or less.

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this SEPTEMBER 13, 2003 by and between

NATIONAL REFRACTORIES AND MINERALS CORPORATION

(Collectively later called the "Seller"), and JOHN LOWRY AND OR ASSIGNS (Later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 2) at the public auction on this date (the "Auction"), is made subject to the following terms, covenants and conditions:

1. **NO OFFER; FIRMING UP THE AGREEMENT.** The delivery of this agreement to Purchaser in unsigned condition does not constitute an offer, and no contract shall form between Purchaser and Seller until such time as both Seller and Purchaser have signed this Agreement and purchaser has delivered the "Earnest Money" (as described in Paragraph 3) check to :

   NORDWALD AUCTION & REAL ESTATE SERVICE

   All of this must be accomplished by 9:00 p.m. on October 14 , 2003, in order to firm up this Agreement.

2. **PROPERTY** Seller agrees to sell (subject to the provisions of paragraph 1) and Purchaser agrees to purchase approximately 20.33 acres of real estate, more or less, situated in Audrain County , Missouri, commonly referred to at the auction as tract(s) 7 as more particularly described on Exhibit "A" attached hereto and made part hereof, together with any improvements located thereon ("the property "). Purchaser hereby acknowledges and understands that the Property is being sold on an "as is, where is " basis. Purchaser further acknowledges that this Agreement is not contingent upon financing and that failure to close this transaction on or before October 14 , 2003 , due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

3. **PURCHASE PRICE** Purchaser agrees to pay to the Seller the total sum of: $53,875.00 (the "purchase price") or $2,650.00 per acre (the Purchase Price Per Acre") for the property, subject to adjustment (if necessary) as provided for herein.

   Upon execution of this agreement, Purchaser will pay by check and not in cash $5,387.50 (which amount is equal to ten percent (10%) of the Purchase Price) as Earnest Money payable to and to be held in the escrow account of Tri-County Land Title Services, LLC as escrow agent, thereunder for delivery to the Seller at the time of closing or as otherwise provided for herein. Earnest Money shall be held in a non- interest bearing account.

   Purchaser shall pay the balance of the Purchase Price to the Seller at Closing in cash or form of payment acceptable to the Seller.

4. **TITLE.** Seller, at Buyers expense, shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Tri-County Land Title Services, LLC. The Title Commitment shall commit the subject title company to issue Purchaser its standard owners policy in the amount of the purchase price, showing title to the Property in the name of the Seller, subject to the following permitted exceptions: (i) rights or claims of parties in possession not shown by the public records; (ii) easements or claims of easements not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property: (iv) any lien or right of lien for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public record; (v) taxes or special assessments which are not shown as existing liens; (vi) any water , mineral or other rights already granted or reserved by other parties, including but not limited to any mineral leases and (vii) such easements, restrictions, conditions, and other matters, if any, identified in the Title Commitment. In objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

   IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

ATTACHMENT - 19

Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

5. **SURVEY; CURB CUT(S).** At Seller's option, Sellers shall provide at Seller's expense a new survey reflecting the legal description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 3

   Purchaser is responsible for obtaining the necessary permit(s) for any curb cut(s) to and from any adjoining roadway _____ on to the property.

6. **CLOSING AND POSSESSION.** THE "Closing" shall take place on or about October 14, 2003, at the office of _____ and at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller affidavit; FITPTA affidavit; organizational documents and closing statements) and equally for closing costs, Purchaser shall be entitled to possession of the property on the Closing date.

7. **CASUALTY.** If, after this agreement is executed but before closing, any improvements be destroyed or damaged by casualty, Purchaser shall be entitled to insurance settlement proceeds, if any. Purchaser shall assume the risk of such damage or destruction, and this Agreement shall not terminate because of any casualty.

8. **WARRANTIES.** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the Property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by operation of law, as to the condition, quality, serviceability or merchantability of fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

9. **MINERAL RIGHTS.** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

10. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes for the calendar year 2003 shall be prorated to date of closing. Purchaser shall assume and pay real estate taxes for the Property for the balance of the calendar year 2003 and all years thereafter. Any delinquent real estate taxes will be paid from sellers proceeds.

11. **DEFAULT.** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by

Purchaser shall entitle Seller to court costs and reasonable attorneys fees incurred in enforcing the provisions of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement Purchaser's sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein, shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

12. **ENVIRONMENTAL.** The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold **"as is, where is"** and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state, or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

13. **PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/TRUSTEES/EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES.**

(a) Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

14. **PROVISIONS RELATING TO THE AUCTION COMPANY/AUCTIONEER/BROKERS/ FINDERS/AGENTS.**

(a) This Agreement is solely between Seller and Purchaser. **Nordwald & Associates** (the "Auction Company") and its licensed auctioneer are employed by the Seller. The Auction Company and its auctioneer shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Seller and Purchaser agree that no auction fee is due any party in regard to this transaction other than the Auction Company and a 0% broker participation/finders fee to N/A, which Seller has agreed to pay. Seller and Purchaser agree to indemnify each other and hold each other harmless with respect to any commissions, fees, judgments, or expenses of any nature of kind which either may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other in connection with the transaction contemplated by this Agreement, or any litigation or similar proceeding arising from such claims. Seller and Purchaser represent to each other that, other than as stated herein, there is no valid basis for such claims.

(c) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

15. MISCELLANEOUS.

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of Missouri. Any provision of this Agreement which is unenforceable or invalid, or the inclusion of which would affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in full force and effect.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid. All notices addressed to Seller shall be addressed as follows:

PARTIES TO THIS AGREEMENT:

Seller:

National Refractories and
Minerals Corporation
Wellsville Fire Brick Co.

WITH A COPY TO:

Tri County Land Title Services, L.L.C.
122 Prairie St.
Whiteside, MO 63387
Ph. 573-485-2213
Fax 573-485-8376

IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

SELLER:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

PURCHASER:

JOHN, LOWRY
John Lowry
Address PO Box 884

City, State, Zip: Mexico Mo 65265
Phone: 573-581-3368
Fax: 573-581-7040
Date: 9-13-03

If more than one Purchaser:

Special Agreements;

- ***Upon signing this document, buyer agrees to sign a Continuance Agreement for the CRP acreage that may be located on this tract if applicable. CRP payments for the contract year of 2003 shall be retained by the Sellers.***
- ***Buyer agrees to the designated cropland proration, according to percent of cropland acres per tract or as seller has designated.***
- ***Buyer agrees to current tenant rights if applicable.***

CRP Continuance Agreement (Tracts)

New owners shall agree to continue the CRP Contract signed by the sellers. New owners agree to follow the regulations of the CRP program or refund all payments previously made to the farm plus penalty payments if violations to the CRP contract occurs, based on a per acre rate.

We, the undersigned, do hereby acknowledge and agree to conform to the above-mentioned provision prior to closing.

Sellers:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

Buyers:

Date_____

APPENDIX "A"

LEGAL DESCRIPTIONS

(To Be Attached As Pertinent)

Tract 7

TRACT 7: A tract of land being a part of the Northeast Quarter and Northwest Quarter of Section 13, Township 51 N., Range 9 W., Audrain County, Missouri, and being more particularly described as follows:

Commenc ng at the north quarter corner of said Section 13; thence S89°29'14"E, along the north l ne of said Section 13, 1302.57 feet to the centerline of Audrain County Road 343; thence S00 19'30"W, along said centerline, 861.08 feet, to the northerly right of way line of Missouri State Highway J; thence along said northerly line the following courses: thence N89°43'57"W, 36.74 feet, to an existing corner post; thence S00°15'55"W, 254.08 feet; thence on a curve to the left, having a radius of 2924.75 feet, and an arc length of 145.17 feet, and a chord of S37°27'05"W, 145.15 feet; thence S36°01'46"W, 59.06 feet; thence S36°01'46"W, 352.42 feet; thence N53°58'14"W, 15.0 feet, thence S36°01'46"W, 7.75 feet, to the point of beginning; thence continuing S36°01'46"W, 407.10 feet; thence S36°06'10"W, 217.47 feet; thence N49°42'17"W, 54.33 feet, to an existing corner post; thence S61°42'47"W, 248.77 feet, to an existing corner post; thence S79°05'17"W, 136.95 feet, to an existing corner post; thence N59°45'38"W, 49.04 feet, to an existing corner post; thence N35°30'25"W, 1096.04 feet, to an existing corner post; thence N54°51'43"E, 338.74 feet, to an existing corner post; thence S83°39'56"E, 135.45 feet, to an iron pin; thence S64°37'50"E, 355.87 feet; thence S68°32'56"E, 405.03 feet, to an iron pin; thence N70°05'30"E, 257.54 feet, to an iron Pin; thence S00°33'25"W, 268.61 feet, to an existing corner post; thence S88°51'46"E, 91.84 feet, to the point of beginning. Containing 20.33 acres, more or less.

The hereinabove is subject to a driveway easement described as follows:
An easement over, across, and under a tract of land being a part of the Northeast Quarter of Section 13, Township 51 N., Range 9 W., Audrain County, Missouri, and being more particularly described as follows:

Commencing at the north quarter corner of said Section 13; thence S89°29'14"E, along the north line of said Section 13, 1302.57 feet, to the centerline of Audrain County Road 343; thence S00°19'30"W, along said centerline, 861.08 feet, to the northerly right of way line of Missouri State Highway J; thence along said northerly line the following courses: thence N89°43'57" W, 36.74 feet, to an existing corner post; thence S00°15'55" W, 254.08 feet; thence on a curve to the left, having a radius of 2924.75 feet, and an arc length of 145.17 feet, and a chord of S37°27'05"W., 145.15 feet; thence S36°01'46"W, 59.06 feet; thence S36°01'46"W, 352.42 feet; thence N53°58'14"W, 15.0 feet; thence S36°01'46" W, 7.75 feet ; thence continuing S36°01'46"W, 407.10 feet; thence S36°06'10"W, 109.19 feet, to the point of beginning; thence continuing S36°06'10"W, 108.28 feet; thence N49°42'17"W, 54.33 feet, to an existing corner post; thence N51°43'03"E, 108.67 feet; thence S53°04'21"E, 24.94 feet to the point of beginning.

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this SEPTEMBER 13, 2003 by and between

NATIONAL REFRACTORIES AND MINERALS CORPORATION

(Collectively later called the "Seller"), and BRAD LEVERETT (Later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 2) at the public auction on this date (the "Auction"), is made subject to the following terms, covenants and conditions.

1 **NO OFFER; FIRMING UP THE AGREEMENT** The delivery of this agreement to Purchaser in unsigned condition does not constitute an offer, and no contract shall form between Purchaser and Seller until such time as both Seller and Purchaser have signed this Agreement and purchaser has delivered the "Earnest Money" (as described in Paragraph 3) check to :

NORDWALD AUCTION & REAL ESTATE SERVICE

All of this must be accomplished by 9:00 p.m. on October 14 , 2003, in order to firm up this Agreement.

2. **PROPERTY** Seller agrees to sell (subject to the provisions of paragraph 1) and Purchaser agrees to purchase approximately *102.62* acres of real estate, more or less, situated in Audrain County , Missouri, commonly referred to at the auction as tract(s) 11 as more particularly described on Exhibit "A" attached hereto and made part hereof, together with any improvements located thereon ("the property "). Purchaser hereby acknowledges and understands that the Property is being sold on an "as is, where is " basis. Purchaser further acknowledges that this Agreement is not contingent upon financing and that failure to close this transaction on or before October 14 , 2003 , due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

3. **PURCHASE PRICE** Purchaser agrees to pay to the Seller the total sum of: $106,417.00 (the "purchase price") or $1,037.00 per acre (the Purchase Price Per Acre") for the property, subject to adjustment (if necessary) as provided for herein.

Upon execution of this agreement, Purchaser will pay by check and not in cash $10,641.70 (which amount is equal to ten percent (10%) of the Purchase Price) as Earnest Money payable to and to be held in the escrow account of Tri-County Land Title Services, LLC as escrow agent, thereunder for delivery to the Seller at the time of closing or as otherwise provided for herein. Earnest Money shall be held in a non-interest bearing account.

Purchaser shall pay the balance of the Purchase Price to the Seller at Closing in cash or form of payment acceptable to the Seller.

4. **TITLE.** Seller, at Buyers expense, shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Tri-County Land Title Services, LLC. The Title Commitment shall commit the subject title company to issue Purchaser its standard owners policy in the amount of the purchase price, showing title to the Property in the name of the Seller, subject to the following permitted exceptions: (i) rights or claims of parties in possession not shown by the public records; (ii) easements or claims of easements not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property: (iv) any lien or right of lien for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public record; (v) taxes or special assessments which are not shown as existing liens; (vi) any water , mineral or other rights already granted or reserved by other parties, including but not limited to any mineral leases and (vii) such easements, restrictions, conditions, and other matters, if any, identified in the Title Commitment. In objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

ATTACHMENT - 20

Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Sel er shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

5. **SURVEY; CURB CUT(S).** At Seller's option, Sellers shall provide at Seller's expense a new survey reflecting the ega description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determ ned to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 3

   Purchaser is responsible for obtaining the necessary permit(s) for any curb cut(s) to and from any adjoining roadway on to the property.

6. **CLOSING AND POSSESSION.** THE "Closing" shall take place on or about October 14, 2003, at the office of _____ and at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller affidavit; FITPTA affidavit; organizational documents and closing statements) and equally for closing costs. Purchaser shall be entitled to possession of the property on the Closing date.

7. **CASUALTY.** If, after this agreement is executed but before closing, any improvements be destroyed or damaged by casualty, Purchaser shall be entitled to insurance settlement proceeds, if any. Purchaser shall assume the risk of such damage or destruction, and this Agreement shall not terminate because of any casualty.

8. **WARRANTIES.** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the Property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by operation of law, as to the condition, quality, serviceability or merchantability of fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

9. **MINERAL RIGHTS.** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

10. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes for the calendar year 2003 shall be prorated to date of closing. Purchaser shall assume and pay real estate taxes for the Property for the balance of the calendar year 2003 and all years thereafter. Any delinquent real estate taxes will be paid from sellers proceeds.

11. **DEFAULT.** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by

Purchaser shall entitle Seller to court costs and reasonable attorneys' fees incurred in enforcing the provisions of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement, Purchaser's sole medy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Agreement h been terminated as provided herein, shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

12. **ENVI ONME TAL.** The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold **"as is, where is"** and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state, or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

13. **PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/TRUSTEES/EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES.**

(a) Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

14. **PROVISIONS RELATING TO THE AUCTION COMPANY/AUCTIONEER/BROKERS/ FINDERS/AGENTS.**

(a) This Agreement is solely between Seller and Purchaser. **Nordwald & Associates** (the "Auction Company") and its licensed auctioneer are employed by the Seller. The Auction Company and its auctioneer shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Seller and Purchaser agree that no auction fee is due any party in regard to this transaction other than the Auction Company and a 0% broker participation/finders fee to N/A, which Seller has agreed to pay. Seller and Purchaser agree to indemnify each other and hold each other harmless with respect to any commissions, fees, judgments, or expenses of any nature of kind which either may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other in connection with the transaction contemplated by this Agreement, or any litigation or similar proceeding arising from such claims. Seller and Purchaser represent to each other that, other than as stated herein, there is no valid basis for such claims.

(c) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

15. MISCELLANEOUS.

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of Missouri. Any provision of this Agreement which is unenforceable or invalid, or the inclusion of which would affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in full force and effect.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid. All notices addressed to Seller shall be addressed as follows:

PARTIES TO THIS AGREEMENT:

Seller:

National Refractories and
Minerals Corporation
Wellsville Fire Brick Co.

WITH A COPY TO:

Tri County Land Title Services, L.L.C.
122 Prairie St.
Whiteside, MO 63387
Ph. 573-485-2213
Fax 573-485-8376

I WITNESS WHER OF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

SELLER:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

PURCHAS R: X Bud Deeds

Address 41527 Hwy 88

City, State, Zip: Wellsville MO 63384

Phone: 573-220-1079

Fax: 573-684-2534

Date : 9-13-03

If more than one Purchaser:

Special Agreements;

- ***Upon signing this document, buyer agrees to sign a Continuance Agreement for the CRP acreage that may be located on this tract if applicable. CRP payments for the contract year of 2003 shall be retained by the Sellers.***
- ***Buyer agrees to the designated cropland proration, according to percent of cropland acres per tract or as seller has designated.***
- ***Buyer agrees to current tenant rights if applicable.***

CRP Continuance Agreement (Tracts)

New owners shall agree to continue the CRP Contract signed by the sellers. New owners agree to follow the regulations of the CRP program or refund all payments previously made to the farm plus penalty payments if violations to the CRP contract occurs, based on a per acre rate.

We, the undersigned, do hereby acknowledge and agree to conform to the above-mentioned provision prior to closing.

Sellers:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

Buyers:

Date_____

APPENDIX "A"

LEGAL DESCRIPTIONS

(To Be Attached As Pertinent)

Tract 11

TRACT 11: A tract of land be'ng a part of Section 13, Township 51 N., Range 9 W., and a part of Section 18, Township 51 N., Range 8 W., Audrain County Missouri and being more particularly described as follows:

Commencing at an iron pin at the northeast corner of the West Half of Southwest Quarter of said Section 18; thence S01°28'09"W, along the east line of said West Half, 730.15 feet, to an iron pin, and the point of beginning; thence continuing S01°28'09 W, along said east line, 703.34 feet, to an existing iron pin at the northeast corner of a tract of land as shown on a survey by LS 2159 and dated July 28, 2002; thence along the north line of said tract the following courses: thence N89°07'40"W, 1616.98 feet, to the Range Line; thence cont'nuing N89°07'40 W, 5.93 feet to an existing iron pin; thence N89°14'42"W, 1140.20 feet, to an existing iron pin; thence S00°47'04"W, 427.58 feet, to an existing iron pin; thence N89°07'04"W, 1655.57 feet, to the southeasterly line of Missouri State Highway J; thence along said southeasterly line the following courses: thence on a curve to the left, having a radius of 2989.77 feet, and an arc length of 254.28 feet, and a chord of N35°03'06"E, 254.20 feet; thence N13°08'46"E, 216.4 feet; thence N29°40'05"E, 434.6 feet; thence N05°57'41"E, 101.73 feet; thence N20°11'15"E, 873.05 feet; thence on a curve to the right, having a radius of 2789.78 feet, and an arc length of 688.29 feet, and a chord of N27°15'20"E, 686.55 feet, to an iron pin; thence S79°05'01"E, 508.81 feet, to the westerly line of a 60 foot easement; thence along the westerly line of said easement the following courses: thence S48°54'04"W, 37.51 feet; thence S37°12'35"W, 150.55 feet; thence on a curve to the left, having a radius of 456.55 feet, and an arc length of 250.41 feet; thence S05°47'03"W, 91.38 feet; thence on a curve to the left, having a radius of 515.76 feet, and an arc length of 116.30 feet; thence S07°08'07"E, 113.97 feet; thence on a curve to the left, having a radius of 162.34 feet, and an arc length of 148.23 feet; thence S59°27'07"E, 48.59 feet; thence on a curve to the right, having a radius of 88.27 feet, and an arc length of 26.66 feet; thence S42°08'39"E, 59.87 feet; thence on a curve to the left, having a radius of 185.66 feet, and an arc length of 136.61 feet; thence S84°18'10"E, 167.94 feet; thence on a curve to the left, having a radius of 1000.88 feet, and an arc length of 306.84 feet; thence N78°07'54"E, 351.0 feet; thence leaving said south line, S46°32'37"E, 377.45 feet, to an existing corner post; thence S42°36'39"E, 244.19 feet, to an existing corner post; thence N78°22'15"E, 367.23 feet, to an existing corner post; thence N53°23'17"E, 297.92 feet, to an existing corner post; thence S84°32'42"E, 770.35 feet, to an existing corner post; thence N86°46'17"E, 189.30 feet, to the point of beginning. Containing 102.62 acres, more or less.

The hereinabove is benefited by a 60 foot driveway easement described as follows:
An easement over, across and under a tract of land being a part ofSection 13, Township 51 N., Range 9 W., Audrain County, Missouri said easement being 60 feet wide, 30 feet on each side of the following described centerline.

Commencing at the northeast corner of said Section 13; thence S00°41'12"W, along the east line of said Section 13, 206.79 feet, to the southeasterly line of Missouri State Highway J; thence along said southeasterly line the following courses: thence S53°04'52"W, 862.51 feet;

thence S50°52'56"W, 303.80 feet; thence S44°40'45"W, 524.50 feet; thence S36°01'46"W, 383.3 feet, to the point of beginning; thence S53°58'14"E, 578.60 feet; thence S48°54'04"W, 359.43 feet; thence S37°12'35"W, 147.48 feet; thence on a curve to the left, having a radius of 426.55 feet, and an arc length of 233.95 feet; thence S05°47'03"W, 91.38 feet; thence on a curve to the left, having a radius of 485.76 feet, and an arc length of 109.53 feet; thence S07°08'07"E, 113.97 feet; thence on a curve to the left, having a radius of 132.34 feet, and an arc length of 120.84 feet; then S59°27'07"E, 48.59 feet; thence on a curve to the right, having a radius of 118.27 feet, and an arc length of 35.73 feet; thence S42°08'39"E, 59.87 feet; thence on a curve to the left, having a radius of 155.66 feet, and an arc length of 114.54 feet; thence S84°18'10"E, 167.94 feet; thence on a curve to the left having a radius of 970.88 feet, and an arc length of 297.6 5 feet; thence N78°07'54"E,
351.0 feet to the end of said easement.

IRS 1031 Tax Exchange Language (buyer to initial)

1. **Notwithstanding anything herein to the contrary, at the time of closing, Buyer's earnest money deposit shall be returned to Buyers and shall not be applied against the purchase price. The purchase price will be paid at closing in cash.**

2. **Buyer and seller agree that the purchaser's funds used to purchase property are derived from an IRS 1031 tax exchange and seller shall assign their interest to a third party intermediary.**

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this SEPTEMBER 13, 2003 by and between

NATIONAL REFRACTORIES AND MINERALS CORPORATION

(Collectively later called the "Seller"), and KEITH & RENAE STUPE (Later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 2) at the public auction on this date (the "Auction"), is made subject to the following terms, covenants and conditions:

1. **NO OFFER; FIRMING UP THE AGREEMENT.** The delivery of this agreement to Purchaser in unsigned condition does not constitute an offer, and no contract shall form between Purchaser and Seller until such time as both Seller and Purchaser have signed this Agreement and purchaser has delivered the "Earnest Money" (as described in Paragraph 3) check to :

   NORDWALD AUCTION & REAL ESTATE SERVICE

   All of this must be accomplished by 9: p.m. on October 14, 2003, in order to firm up this Agreement.

2. **PROPERTY** Seller agrees to sell (subject to the provisions of paragraph 1) and Purchaser agrees to purchase approximately 80 acres of real estate, more or less, situated in Audrain County, Missouri, commonly referred to at the auction as tract(s) 15 - 16 as more particularly described on Exhibit "A" attached hereto and made part hereof, together with any improvements located thereon ("the property "). Purchaser hereby acknowledges and understands that the Property is being sold on an "as is, where is " basis. Purchaser further acknowledges that this Agreement is not contingent upon financing and that failure to close this transaction on or before October 14, 2003, due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

3. **PURCHASE PRICE** Purchaser agrees to pay to the Seller the total sum of: $118,000.00 (the "purchase price") or $1,475.00 per acre (the Purchase Price Per Acre") for the property, subject to adjustment (if necessary) as provided for herein.

   Upon execution of this agreement, Purchaser will pay by check and not in cash $11,800.00 (which amount is equal to ten percent (10%) of the Purchase Price) as Earnest Money payable to and to be held in the escrow account of Tri-County Land Title Services, LLC as escrow agent, thereunder for delivery to the Seller at the time of closing or as otherwise provided for herein. Earnest Money shall be held in a non-interest bearing account.

   Purchaser shall pay the balance of the Purchase Price to the Seller at Closing in cash or form of payment acceptable to the Seller.

4. **TITLE.** Seller, at Buyers expense, shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Tri-County Land Title Services, LLC. The Title Commitment shall commit the subject title company to issue Purchaser its standard owners policy in the amount of the purchase price, showing title to the Property in the name of the Seller, subject to the following permitted exceptions: (i) rights or claims of parties in possession not shown by the public records; (ii) easements or claims of easements not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property: (iv) any lien or right of lien for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public record; (v) taxes or special assessments which are not shown as existing liens; (vi) any water , mineral or other rights already granted or reserved by other parties, including but not limited to any mineral leases and (vii) such easements, restrictions, conditions, and other matters, if any, identified in the Title Commitment. In objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

   IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

ATTACHMENT - 21

Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other act'ons or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

5. **SURVEY· CURB CUT(S).** At Seller's option, Sellers shall provide at Seller's expense a new survey reflecting the legal description, acreage and boundary lines for any Tract of the Property where there 's no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 3

   Purchaser is responsible for obtaining the necessary permit(s) for any curb cut(s) to and from <u>any adjoining roadway</u> on to the property.

6. **CLOSING AND POSSESSION.** THE "Closing" shall take place on or about <u>October 14, 2003</u>, at the office of _____ and at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller affidavit; FITPTA affidavit; organizational documents and closing statements) and equally for closing costs. Purchaser shall be entitled to possession of the property on the Closing date.

7. **CASUALTY.** If, after this agreement is executed but before closing, any improvements be destroyed or damaged by casualty, Purchaser shall be entitled to insurance settlement proceeds, if any. Purchaser shall assume the risk of such damage or destruction, and this Agreement shall not terminate because of any casualty.

8. **WARRANTIES.** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the Property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by operation of law, as to the condition, quality, serviceability or merchantability of fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

9. **MINERAL RIGHTS.** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

10. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes for the calendar year 2003 shall be prorated to date of closing. Purchaser shall assume and pay real estate taxes for the Property for the balance of the calendar year 2003 and all years thereafter. Any delinquent real estate taxes will be paid from sellers proceeds.

11. **DEFAULT.** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by

Purchaser shall entitle Seller to court costs and reasonable attorneys' fees incurred in enforcing the provisions of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement Purchaser's sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

12. **ENVIRONMENTAL.** The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold **"as is, where is"** and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state, or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

13. **PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/TRUSTEES/EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES.**

(a) Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

14. **PROVISIONS RELATING TO THE AUCTION COMPANY/AUCTIONEER/BROKERS/ FINDERS/AGENTS.**

(a) This Agreement is solely between Seller and Purchaser. **Nordwald & Associates** (the "Auction Company") and its licensed auctioneer are employed by the Seller. The Auction Company and its auctioneer shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Seller and Purchaser agree that no auction fee is due any party in regard to this transaction other than the Auction Company and a 0% broker participation/finders fee to N/A, which Seller has agreed to pay. Seller and Purchaser agree to indemnify each other and hold each other harmless with respect to any commissions, fees, judgments, or expenses of any nature of kind which either may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other in connection with the transaction contemplated by this Agreement, or any litigation or similar proceeding arising from such claims. Seller and Purchaser represent to each other that, other than as stated herein, there is no valid basis for such claims.

(c) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

15. ISCELLANEOUS.

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of issouri. Any provision of this Agreement which is unenforceable or invalid, or the inclusion of which would affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of the Agreement shall remain in full force and effect.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid. All notices addressed to Seller shall be addressed as follows:

PARTIES TO THIS AGREEMENT:

Seller:

National Refractories and
Minerals Corporation
Wellsville Fire Brick Co.

WITH A COPY TO:

Tri County Land Title Services, L.L.C.
122 Prairie St.
Whiteside, MO 63387
Ph. 573-485-2213
Fax 573-485-8376

IN WITNESS WH OF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

SELLER:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

PURCHASE:

X Keith Stump

Address 5982 Audrain Rd. #427

City, State, Zip: Mexico, MO, 65265

Phone: (573) 581-1200

Fax: _____

Date: 9-13-03

If more than one Purchaser:

Special Agreements;

- ***Upon signing this document, buyer agrees to sign a Continuance Agreement for the CRP acreage that may be located on this tract if applicable. CRP payments for the contract year of 2003 shall be retained by the Sellers.***
- ***Buyer agrees to the designated cropland proration, according to percent of cropland acres per tract or as seller has designated.***
- ***Buyer agrees to current tenant rights if applicable.***

CRP Continuance Agreement (Tracts)

New owners shall agree to continue the CRP Contract signed by the sellers. New owners agree to follow the regulations of the CRP program or refund all payments previously made to the farm plus penalty payments if violations to the CRP contract occurs, based on a per acre rate.

We, the undersigned, do hereby acknowledge and agree to conform to the above-mentioned provision prior to closing.

Sellers:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

Buyers: X Keith Stump

Date_____

APPENDIX "A"

LEGAL DESCRIPTIONS

(To Be Attached As Pertinent)

TRACT 15, 16, 17 & 18

The Northeast Quarter, and the Northeast Fourth of the Southeast Quarter of Section 28, in Township 52 North, of Range 8 West of the 5th P.M , in the County of Audrain, State of Missouri, containing 200 acres more or less.

NEW SURVEYED LEGAL TO GOVERN , IF APPLICABLE

AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

THIS AGREEMENT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION (later called the "Agreement"), made and entered into as of this SEPTEMBER 13, 2003 by and between

NATIONAL REFRACTORIES AND MINERALS CORPORATION

(Collectively later called the "Seller"), and VANDY & STEVE OLIGSCHLAEGER (Later called the "Purchaser"), as the highest bidder on the property (as defined in Paragraph 2) at the public auction on this date (the "Auction"), is made subject to the following terms, covenants and conditions:

1. **NO OFFER; FIRMING UP THE AGREEMENT.** The delivery of this agreement to Purchaser in unsigned condition does not constitute an offer and no contract shall form between Purchaser and Seller until such time as both Seller and Purchaser have signed this Agreement and purchaser has delivered the "Earnest Money" (as described in Paragraph 3) check to :

   NORDWALD AUCTION & REAL ESTATE SERVICE

   All of this must be accomplished by 9.00 p.m on October 14 , 2003, in order to firm up this Agreement.

2. **PROPERTY** Seller agrees to sell (subject to the provisions of paragraph 1) and Purchaser agrees to purchase approximately 40 acres of real estate, more or less, situated in Audrain County , Missouri, commonly referred to at the auction as tract(s) 17 as more particularly described on Exhibit "A" attached hereto and made part hereof, together with any improvements located thereon ("the property "). Purchaser hereby acknowledges and understands that the Property is being sold on an "as is, where is " basis. Purchaser further acknowledges that this Agreement is not contingent upon financing and that failure to close this transaction on or before October 14 , 2003 , due to any delay caused by Purchaser shall constitute a forfeiture of the Earnest Money.

3. **PURCHASE PRICE** Purchaser agrees to pay to the Seller the total sum of: $56,040.00 (the "purchase price") or $1,401.00 per acre (the Purchase Price Per Acre") for the property, subject to adjustment (if necessary) as provided for herein.

   Upon execution of this agreement, Purchaser will pay by check and not in cash $5,604.00 (which amount is equal to ten percent (10%) of the Purchase Price) as Earnest Money payable to and to be held in the escrow account of Tri-County Land Title Services, LLC as escrow agent, thereunder for delivery to the Seller at the time of closing or as otherwise provided for herein. Earnest Money shall be held in a non- interest bearing account.

   Purchaser shall pay the balance of the Purchase Price to the Seller at Closing in cash or form of payment acceptable to the Seller.

4. **TITLE.** Seller, at Buyers expense, shall furnish Purchaser with an Owners Title Insurance Commitment (Title Commitment), issued by Tri-County Land Title Services, LLC. The Title Commitment shall commit the subject title company to issue Purchaser its standard owners policy in the amount of the purchase price, showing title to the Property in the name of the Seller, subject to the following permitted exceptions: (I) rights or claims of parties in possession not shown by the public records; (ii) easements or claims of easements not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property: (iv) any lien or right of lien for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public record; (v) taxes or special assessments which are not shown as existing liens; (vi) any water , mineral or other rights already granted or reserved by other parties, including but not limited to any mineral leases and (vii) such easements, restrictions, conditions, and other matters, if any, identified in the Title Commitment. In objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

   IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

ATTACHMENT - 22

Property encumbered with the objectionable exceptions to the title and waive any and all objections thereto without abatement of the Purchase Price, or (B) receive a refund of the Earnest Money, and upon such refund being made, this Agreement shall terminate and be of no further force and effect. Purchaser hereby agrees that the Seller shall have no obligation to commence proceedings, suits or other actions or to expend any funds to provide clear title to the Property or to eliminate any defects of title in the Property.

5. **SURVEY; CURB CUT(S).** At Seller's option, Sellers shall provide at Seller's expense a new survey reflecting the legal description, acreage and boundary lines for any Tract of the Property where there is no existing legal description or where new boundaries are created by the divisions of Tracts at the Auction. Any need for a survey shall be determined at the sole discretion of the Seller. If a new survey is determined to be necessary by the Seller, the Purchase Price shall be adjusted to reflect any difference between the bid acreage and the surveyed acreage. Purchaser will then have a revised Purchase Price calculated by multiplying the surveyed acreage by the actual Purchase Price per Acre indicated in Paragraph 3

   Purchaser is responsible for obtaining the necessary permit(s) for any curb cut(s) to and from any adjoining roadway on to the property.

6. **CLOSING AND POSSESSION.** THE "Closing" shall take place on or about October 14, 2003, at the office of _____ and at a time designated by the Seller and agreed upon by Purchaser. Concurrently with the Closing, Purchaser shall pay to the Seller the Purchase Price, less the Earnest Money as provided for herein. Upon full receipt of the entire Purchase Price by Seller, Seller shall deliver to Purchaser special warranty deeds from each selling entity conveying title in the property to the purchaser. Purchaser shall pay the charge for recording the Deed. Seller and Purchaser agree to execute any real estate transfer declarations required by the state, county or municipality in which the Property is located. The Seller and Purchaser agree to provide and to execute such further documents as may be necessary or customary to close this Agreement (e.g., Seller affidavit; FITPTA affidavit; organizational documents and closing statements) and equally for closing costs. Purchaser shall be entitled to possession of the property on the Closing date.

7. **CASUALTY.** If, after this agreement is executed but before closing, any improvements be destroyed or damaged by casualty, Purchaser shall be entitled to insurance settlement proceeds, if any. Purchaser shall assume the risk of such damage or destruction, and this Agreement shall not terminate because of any casualty.

8. **WARRANTIES.** Purchaser acknowledges that Purchaser has been given an opportunity for a full inspection of the Property and related information and further acknowledges with respect to this agreement that Purchaser is satisfied in all respects with the condition of the Property and all matters pertaining thereto. Purchaser accepts the Property "as is and in its present condition with Purchaser assuming risk thereof. Purchaser understands that Seller makes no warranty or representation of any kind, either implied or expressed or arising by operation of law, as to the condition, quality, serviceability or merchantability of fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for consequential damages. Purchaser acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Purchaser's purchase of it.

9. **MINERAL RIGHTS.** One hundred percent (100%) of the mineral rights owned by Seller with respect to the Property, if any, shall be conveyed to Purchaser at Closing.

10. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes for the calendar year 2003 shall be prorated to date of closing. Purchaser shall assume and pay real estate taxes for the Property for the balance of the calendar year 2003 and all years thereafter. Any delinquent real estate taxes will be paid from sellers proceeds.

11. **DEFAULT.** If Purchaser fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Purchaser and if such default is not corrected within ten (10) days thereafter, then, at the option of the Seller, this Agreement shall terminate and the Seller shall be entitled to retain the Earnest Money paid hereunder as liquidated damages. The foregoing remedy in the event of default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek any other remedies available at law or equity, including but not limited to specific performance. Default by

Purchaser shall entitle Seller to court costs and reasonable attorneys' fees incurred in enforcing the provisions of this Agreement.

In the event of failure of Seller to perform the obligations imposed by this Agreement Purchaser's sole remedy hereunder is to terminate this Agreement and receive a refund of the Earnest Money upon similar notice served upon Seller and similar expiration time period.

The Escrow Agent, upon receiving an affidavit from the non-defaulting party stating that this Agreement has been terminated as provided herein, shall be entitled to rely upon such affidavit and shall deliver the earnest money to the non-defaulting party.

12. **ENVIRONMENTAL.** The Purchaser acknowledges that the Seller has not made and hereby disclaims any and all representations and warranties, either express or implied, regarding the environmental condition of the Property. The Purchaser shall rely upon its own independent investigation, inspection, inquiry, analysis, and due diligence to evacuate and ascertain the environmental condition of the Property. The Purchaser has been advised that the Property is being sold **"as is, where is"** and that Seller is not representing or warranting that the condition of the Property is in accordance or compliance with any past, present, or future federal, state, or local environmental laws, regulations, requirements, or standards.

As a matter of corporate policy, Seller makes it a practice to expressly advise any purchaser that the improvements on the Property include materials, which may contain asbestos, and encourages Purchaser to investigate specifically whether asbestos containing materials exist on the Property.

13. **PROVISIONS RELATING SPECIALLY TO SELLER/TRUST/TRUSTEES/EXECUTOR AND THEIR RESPECTIVE SPECIAL CIRCUMSTANCES.**

(a) Trustee/Executor Disclaimer. Each fiduciary comprising Seller executes this instrument only in its representative capacity and shall not be bound or obligated hereunder except in such capacity. Purchaser acknowledges and agrees that this Agreement is made by such fiduciaries solely in their fiduciary capacity as described in the signatures affixed hereto, and that such fiduciaries shall not be liable for any breach or any failure to perform any obligation under this Agreement except from assets held in the fiduciary capacity described.

14. **PROVISIONS RELATING TO THE AUCTION COMPANY/AUCTIONEER/BROKERS/ FINDERS/AGENTS.**

(a) This Agreement is solely between Seller and Purchaser. **Nordwald & Associates** (the "Auction Company") and its licensed auctioneer are employed by the Seller. The Auction Company and its auctioneer shall not be liable for any patent or latent defects or deficiencies existing in the Property, improvements or other appurtenant structures thereon, nor for any information provided to the purchaser. The Purchaser acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property.

(b) Seller and Purchaser agree that no auction fee is due any party in regard to this transaction other than the Auction Company and a 0% broker participation/finders fee to N/A, which Seller has agreed to pay. Seller and Purchaser agree to indemnify each other and hold each other harmless with respect to any commissions, fees, judgments, or expenses of any nature of kind which either may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other in connection with the transaction contemplated by this Agreement, or any litigation or similar proceeding arising from such claims. Seller and Purchaser represent to each other that, other than as stated herein, there is no valid basis for such claims.

(c) Commission. Notwithstanding any other provisions of this Agreement, the right to commission, if any, payable to any agent representing either party to this Agreement shall not vest until the transaction is closed, and shall be payable only out of proceeds of closing and said agent shall have equal right to any portion of Earnest Money forfeitures.

15. MISCELLANEOUS

(a) Jurisdiction. This agreement shall be construed in accordance with the laws of the State of Missouri. Any provision of this Agreement which is unenforceable or invalid or the inclusion of which would affect the validity, legality or enforcement of this Agreement shall be of no effect but all the remaining provisions of the Agreement shall remain in full force and effect.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.

(c) Heirs, Successors and Assigns. This Agreement shall ensure to the benefit of and shall be binding upon the Seller and purchaser and their respective heirs, successors, and permitted assigns, provided, however, that Purchaser may not assign its rights or obligations hereunder without the prior written consent of the Seller.

(d) Time is Of the Essence. The time for performance of the obligations of this Agreement is of the essence.

(e) Notice. All notices shall be in writing and shall be deemed to have been properly delivered as of the time of delivery if personally delivered or as of the time deposited in the mail systems if sent by United States certified mail, return receipt requested, and postage prepaid. All notices addressed to Seller shall be addressed as follows:

PARTIES TO THIS AGREEMENT:

Seller:

National Refractories and
Minerals Corporation
Wellsville Fire Brick Co.

WITH A COPY TO:

Tri County Land Title Services, L.L.C.
122 Prairie St.
Whiteside, MO 63387
Ph. 573-485-2213
Fax 573-485-8376

IN WITNESS WHEREOF, the parties have executed this Agreement in three counterparts, each of which shall be deemed an original instrument, as of the day, month and year first above written.

SELLER:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

PURCHASER:

X Vanity Ahrgschlaeger

X Herman L Ahrgschlaeger

Address 26829 ACE 408

City, State, Zip. Mexico, Mo 65265

Phone. 573-581-4678

Fax:

Date: 9-13-03

If more than one Purchaser:

Special Agreements;

- ***Upon signing this document, buyer agrees to sign a Continuance Agreement for the CRP acreage that may be located on this tract if applicable. CRP payments for the contract year of 2003 shall be retained by the Sellers.***
- ***Buyer agrees to the designated cropland proration, according to percent of cropland acres per tract or as seller has designated.***
- ***Buyer agrees to current tenant rights if applicable.***

CRP Continuance Agreement (Tracts)

New owners shall agree to continue the CRP Contract signed by the sellers. New owners agree to follow the regulations of the CRP program or refund all payments previously made to the farm plus penalty payments if violations to the CRP contract occurs, based on a per acre rate.

We, the undersigned, do hereby acknowledge and agree to conform to the above-mentioned provision prior to closing.

Sellers:

Court Appointed Responsible Individual
for National Refractories & Minerals Corp.

Date_____

Buyers:

X Vanity Ahrgschlaeger

X Herman L Ahrgschlaeger

APPENDIX "A"

LEGAL DESCRIPTIONS

(To Be Attached As Pertinent)

TRACT 15, 16, 17 & 18

The Northeast Quarter, and the Northeast Fourth of the Southeast Quarter of Section 28, in Township 52 North, of Range 8 West of the 5th P M., in the County of Audrain, State of Missouri, containing 200 acres more or less.

NEW SURVEYED LEGAL TO GOVERN , IF APPLICABLE

SCHEDULE D

GRANT OF RIGHT-OF-WAY

THIS INDENTURE, Made on this 27 day of August, 1953, by and between ELMER L. OCKEL and MELBA OCKEL, husband and wife, of the County of Warren and State of Missouri, First Parties, and MEXICO REFRACTORIES COMPANY, a corporation of the State of Missouri, of Mexico, Missouri, Second Party, WITNESSETH:

That First Parties, in consideration of the sum of One Dollar ($1.00) and other valuable consideration to them paid by Second Party, the receipt of which is hereby acknowledged, do by these presents grant unto Second Party, its successors and assigns, a right-of-way for road purposes, thirty (30) feet in width, over and across the lands of First Parties located in Sections 14 and 15, Township 46 North of Range 1, in Warren County, Missouri, and described as follows:

> Begin at a point where the north line of said Section 14 intersects the county road running north and south through said section, run thence west to a point 483 feet, more or less, west of the northeast corner of said Section 15, run thence southwesterly to the northeast corner of the southwest quarter of the northeast quarter of said Section 15, thence west along the north side of the southwest quarter of the northeast quarter, and along the north side of the southeast quarter of the northwest quarter to the south line of the northeast quarter of the northwest quarter of said Section 15.

Said right-of-way is to furnish the means of ingress and egress to and from the above mentioned county road to the southeast quarter of the southwest quarter of Section 10 and the northeast quarter of the northwest quarter of Section 15, all in Township 46 North of Range 1 West, in Warren County, Missouri. The use and possession of such right of way, and all privileges and rights herein granted by First Parties to Second Party shall continue and remain in full force and

EXHIBIT "B"

effect until Second Party completes the mining and removal of all fire clays and minerals from the lands last above described, or so long as Second Party deems it necessary to so use the surface of said lands in connection with its mining operations.

As additional consideration for the granting of said right-of-way, Second Party does hereby rent and lease to First Parties the eighty acre tract of land last above described, until quit claim deed from Second Party to First Parties to said eighty acre tract of land is delivered to First Parties, rent free. Said lands are leased to First Parties for farming purposes, and they agree to farm said lands in a farmerlike manner, and to keep said lands in good condition, [redacted]

First Parties shall not sub-lease or rent the above described lands without the prior written consent of Second Party.

It is expressly agreed between the parties hereto that Second Party may enter upon the above described lands at any time during the period of this lease and may use and occupy any part thereof for prospecting, drilling, mining and excavating for fire clays, and may place on said lands any building, buildings, railroads, equipment and roadways, any or all of which Second Party may deem necessary or convenient in connection with its mining operations and fire clay industry or business; provided, however, that Second Party will pay to First Parties any damage done to growing crops due to the utilization of any of said lands for any or

[redacted]

all of the purposes aforesaid.

It is expressly understood that Second Party is not obligated during said lease term to expend any money on or pay for the erection or repair of any fences, buildings, or other improvements on said lands, and it is further understood that Second Party will not be liable to First Parties for injury or damages that might be suffered by them or either of them, by reason of, or as a result of any drill holes, soft or spongy places or unfilled shafts or excavations heretofore or hereafter made on said lands in prospecting and mining thereon for fireclay.

As additional consideration for the [redacted] right-of-way, Second Party does hereby obligate and bind itself to execute, acknowledge and deliver to First Parties a quit claim deed to the above described eighty acre tract of land. Said deed is to be executed and delivered at such time as Second Party completes the mining and removal of all fire clays and minerals from said lands.

IN WITNESS WHEREOF, The Parties have hereunto set their hands in duplicate the day and year first above written.

Elmer L. Ockel
ELMER L. OCKEL

Melba Ockel
MELBA OCKEL

MEXICO REFRACTORIES COMPANY
BY [signature]

ATTEST:
[signature]
asst Secty

STATE OF MISSOURI)
) ss
COUNTY OF AUDRAIN)

On this 29 day of August, 1953, before me appeared Charles A. Smith, to me personally known, who, by me duly sworn, did say that he is the Vice President of the Mexico Refractories Company, a corporation of the State of Missouri, and that said instrument was signed and executed in behalf of said corporation by authority of its Board of Directors and said Charles A. Smith acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Mexico, Missouri, the day and year first above written.

My term expires January 18, 1956

F. J. Berling
NOTARY PUBLIC

STATE OF MISSOURI)
) ss
COUNTY OF WARREN)

On this 29th day of August, 1953, before me personally appeared ELMER L. OCKEL and MELBA OCKEL, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Knight City Mo the day and year first above written.

My commission expires March 28-1957

O. M. Engel
NOTARY PUBLIC

Grantee 39

BOOK 567 PAGE 185

STATE OF MISSOURI
COUNTY OF MONTGOMERY

The foregoing instrument was filed for record in my office on the 23rd day of May 2006 at the hour of 3 o'clock and 09 minutes P M., and recorded in deed Book 567 on page 185

Witness my hand and office seal
Sheila See, Recorder of Deeds
Sheila See
By Carole Dawn Deputy

(Space above reserved for Recorder of Deeds certification)

1. Title of Document: **General Warranty Deed**
2. Date of Document: **March 29, 2006**
3. Grantor(s): **TB Management, L.L.C.**
4. Grantee(s): **Robert R. Lanphier and Judith A. Lanphier, husband and wife**
5. Statutory Mailing Address(s): **1199 N. Hwy 19, Wellsville, MO 63384**
6. Legal Description: **See Exhibit "A"**
7. Reference Book and Page(s): **N/A**

TCLTS
031534/6057.1

TCLTS BOOK 567 PAGE 186
031534/6057.1

GENERAL WARRANTY DEED

TH S NDENTURE, Made on the 29th day of March, Two Thousand and Six A. D. by and between

TB Management, L.L.C.

A Limited Liabi ity Company of the County of Dodge, State of Wisconsin, organized and existing under the laws of the State of Wisconsin, and having its management vested in its members, party of the first part, grantor and

Robert R. Lanphier and Judith A. Lanphier, husband and wife

of the County of Audrain, in the State of Missouri, Parties of the Second Part: (mailing address of said first named grantee is 1199 N. Hwy 19, Wellsville, MO 63384)

WITNESSETH, that the said party or parties of the First Part, in consideration of the sum of **TEN DOLLARS ($10.00)** and other good and valuable consideration to him/her or them paid by the said party or parties of the Second Part, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party or parties of the Second Part, his/her or their heirs and assigns, the following described Lots, Tracts, or Parcels of Land, lying, being and situate in the County of **Montgomery** and State of Missouri, to-wit:

See Exhibit "A" attached hereto and made a part hereof for complete legal description

SUBJECT TO Easements, Conditions, Restrictions, etc., of record, if any.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Party or Parties of the Second Part, and unto his/her or their heirs and assigns, **FOREVER**, the said Party or Parties of the First Part herein, hereby covenanting that they are lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrance done or suffered by them or those under whom they claim, and that they will **WARRANT AND DEFEND** the title to the said premises unto the said Party or Parties of the Second Part and unto his/her or their heirs and assigns, **FOREVER**, against the lawful claims and demands of all persons whomsoever, excepting however, the general taxes for the calendar year 2006 and thereafter and special taxes becoming a lien after the date of this deed, and the matters set out above.

IN WITNESS WHEREOF, the said Party or Parties of the First Part have hereunto set his/her or their hand the day and year first above written.

TB Management, L.L.C.

Robert R Lanphier

By. Robert R. Lanphier
Its: Managing Member

Timothy M Fletcher

By: Timothy M. Fletcher
Its: Member

STATE OF MISSOURI)
) **SS**
COUNTY OF LINCOLN)

On this 29th day of March, 2006, before me, DENISE J BLACK, a Notary Public, personally appeared Robert R. Lanphier and Timothy M. Fletcher, to me known, who being by duly sworn, did say that they are the Members of TB Management, L.L.C., a Limited Liability Company of the State of Wisconsin; that management of said Company is vested in Robert R. Lanphier and Timothy M. Fletcher, and that said instrument was signed and sealed in behalf of said Limited Liability Company by authority of all its Members and said party further acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal at my office in the County and State aforesaid, the day and year first above written.

DENISE J. BLACK NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

Denise J Black

NOTARY PUBLIC
My Commission expires: 11/26/07

Commissioned in Lincoln County

Exhibit "A"

Tract I (A.K.A. Site D)

A tact of land being a part of Sections 21, 27 and 28, Township 50 N., Range 6 W., Montgomery County, Missouri, and being particularly described as follows: Commencing at an existing iron pipe at the northeast corner of said Section 28; thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records and the point of beginning; thence S66°40'37"E, 559 55 feet, to an existing pipe as shown on said survey; thence S00°52'51"W, along the west line of said survey, 109.98 feet, to an existing iron pipe as shown on said survey; thence S74°16'07"W, 540.96 feet, to an existing iron pipe on the east line of said Section 28; thence S01°04'33"W, along said east line, 565.96 feet, to iron pin; thence N89°42'07"W, 2480.06 feet, to the east line of Missouri State Highway 19; thence on a curve to the left, having a radius of 5759.6 feet, and an arc length of 131.53 feet and a chord of N49°32'11"W, 131.53 feet; thence N50°11'26"W, 3.91 feet, to an iron pin; thence S88°47'24"E, 983.38 feet, to an iron pin; thence N07°07'40"E, 985.10 feet, to an iron pin; thence S86°14'53"E, 206.76 feet, to an iron pin; thence N08°21'18"W, 357.01 feet to an existing iron pin at the southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 21; thence N00°57'17"E, along the west line of said quarter quarter section, 228.02 feet, to an iron pin; thence S66°32'01"E, 1459.34 feet, to the point of beginning. Containing 51.07 acres, more or less.

The hereinabove is subject to a 60 foot Road and Utility Easement described as follows:
An easement over, across, and under a tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, said easement being 60 feet wide, 30 feet on each side of and parallel to the following described centerline: Commencing at an existing iron pipe at the northeast corner of said Section 28; thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence N66°32'01"W, 105.72 feet, to the point of beginning; thence S21°49'34"W, 118.64 feet; thence S01°23'30"W, 945.52 feet; thence N89°42'07"W, 2370.05 feet, to the east line of Missouri State Highway 19, and the end of said easement.
Subject to the rights of Norfolk And Western Rail Road in and to said Rail Road Spur that lies within the herein above described Real Property.

Tract II (A.K.A. Site E)

A tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri and being more particularly described as follows: Commencing at an existing iron pipe at the northeast corner of said Section 28; thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at the Page 41, Montgomery County records; thence S66°40'37"E, 559.55 feet, to an existing pipe as shown on said survey; thence S00°52'51"W, along the west line of said survey, 109.98 feet, to an existing iron pipe as shown on said survey; thence S74°16'07"W, 540.96 feet, to an existing iron pipe on the east line of said Section 28; thence S01°04'33"W, 565.96 feet, to an iron pin; thence N89°42'07"W, 846.03 feet, to an iron pin, and the point of beginning; thence N89°42'07"507.24 feet, to a PK nail; thence S19°23'16"W, 473.43 feet; thence S13°31'48"W, 438.41 feet, to a PK nail on the northeasterly line of Missouri State Highway 19; thence S43°23'27"E, along said northeasterly line, 652.67 feet, to an iron pin; thence N57°06'03"E, 121.74 feet, to an existing corner post; thence N02°28'18"W, 991.78 feet, to an iron pin; thence N74°39'36"E, 267.55 feet, to an iron pin; thence N00°17'53"E, 216.72 feet, to the point of beginning. Containing 12.87 acres, more or less.

The hereinabove is benefited by a 60 foot road and utility easement described as follows:
An easement over, across, and under a tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, said easement being 60 feet wide, 30 feet on each side of and parallel to the following described centerline: Commencing at an existing iron pipe at the northeast corner of said Section 28; thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence N66°32'01"W, 105.72 feet, to the point of beginning; thence S21°49'34"W, 118.64 feet; thence S01°23'30"W, 945.52 feet; thence N89°42'07"W, 2370.05 feet, to the east line of Missouri State Highway 19, and the end of said easement.

The hereinabove is benefited by and subject to a 60 foot road easement described as follows:
An easement over, across and under a tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, said easement being 60 feet wide, 30 feet on each side of an d parallel to the following described centerline: Commencing at an existing iron pipe at the northeast corner of said Section 28; thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence S66°40'37"E, 559.55 feet, to an existing pipe as shown on said survey; thence S00°52'51"W, along the east line of said survey, 109.98 feet, to an existing iron pipe as shown on said survey; thence S74°16'07"W, 540.96 feet, to an existing iron pipe on the east line of said Section 28; thence S01°04'33"W, along said east line, 565.96 feet, to an iron pin; thence N89°42'07"W, 846.03 feet, to an iron pin; thence continuing N89°42'07"W, 507.24 feet, to a PK nail, and the point of the beginning; thence S19°23'16"W, 473.43 feet; thence S13°31'48"W, 438.41 feet, to PK nail on the northeasterly line of Missouri State Highway 19, and the end of said easement.

Tract III (A.K.A. Site F)
A tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, and being more particularly described as follows: Commencing at an existing iron pipe at the northeast corner of said Section 28; thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence S66°40'37"E, 559.55 feet, to an existing iron pipe as shown on said survey; thence S00°52'51"W, along the west line of said survey, 109.98 feet, to an existing iron pipe as shown on said survey; thence S74°16'07"W, 540.96 feet, to an existing iron pipe on the east line of said Section 28; thence S01°04'33"W, 565.96 feet, to an iron pin; thence N89°42'07"W, 1353.28 feet, to a PK nail and the point of beginning; thenceS19°23'16"W, 473.43 feet; thence S13°31'48"W, 438.41 feet, to a PK nail on the northeasterly line of Missouri State Highway 19; thence N43°23'27"W, along said northeasterly line, 682.97 feet, to an existing iron pin; thence on a curve to the left, having a radius of 5759.6 feet, and an arc length of 552.04 feet, and a chord of N46°08'11"W, 551.82 feet; thence S89°42'07"E, 1126.78 feet, to the point of beginning. Containing 10.8 acres more or less.

 Exhibit "A" (Continued)

The hereinabove is benefited by a 60 foot road and utility easement described as follows:
An easement over, across, and under a tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, said easement being 60 feet wide, 30 feet on each side of and parallel to the following described centerline· Commencing at an existing iron pipe at the northeast corner of said Section 28 ; thence S01°06'36"W, along the east line of said Section 28, 343 58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence N66°32'01"W, 105 72 feet, to the point of beginning; thence S21°49'34"W, 118.64 feet; thence S01°23'30"W, 945.52 feet; thence N89°42'07"W, 2370 05 feet, to the east line of Missouri State Highway 19, and the end of said easement.

The hereinabove is benefited by and subject to a 60 foot road easement described as follows:
An easement over, across and under a tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, said easement being 60 feet wide, 30 feet on each side of an d parallel to the following described centerline: Commencing at an existing iron pipe at the northeast corner of said Section 28 ; thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence S66°40'37"E, 559.55 feet, to an existing pipe as shown on said survey; thence S00°52'51"W, along the east line of said survey, 109.98 feet, to an existing iron pipe as shown on said survey; thence S74°16'07"W, 540.96 feet, to an existing iron pipe on the east line of said Section 28; thence S01°04'33"W, along said east line, 565.96 feet, to an iron pin; thence N89°42'07"W, 846.03 feet, to an iron pin; thence continuing N89°42'07"W, 507.24 feet, to a PK nail, and the point of the beginning; thence S19°23'16"W, 473.43 feet; thence S13°31'48"W, 438.41 feet, to PK nail on the northeasterly line of Missouri State Highway 19, and the end of said easement.

Tract IV (A.K.A. Site G)
A tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, and being more particularly described as follows: Commencing at an existing iron pipe at the northeast corner of said Section 28; thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence S66°40'37"E, 559.55 feet, to an existing pipe as shown on said survey; thence S00°52'51"W, along the west line of said survey, 109.98 feet, to an existing iron pipe as shown on said survey; thence S74°16'07"W, 540.96 feet, to an existing iron pipe on the east line of said Section 28; thence S01°04'33"W, 565.96 feet, to an iron pin, and the point of beginning; thence N89°42'07"W, 846.03 feet, to an iron pin; thence S00°17'53"W, 216.72 feet, to an iron pin; thence S88°56'17"E, 843.01 feet, to an iron pin on the east line of said Section 28; thence N01°04'33"E, 227.98 feet, to the point of beginning. Containing 4.31 acres, more or less.

The hereinabove is benefited by a 60 foot road and utility easement described as follows:
An easement over, across, and under a tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, said easement being 60 feet wide, 30 feet on each side of and parallel to the following described centerline: Commencing at an existing iron pipe at the northeast corner of said Section 28; thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence N66°32'01"W, 105.72 feet, to the point of beginning; thence S21°49'34"W, 118.64 feet; thence S01°23'30"W, 945.52 feet; thence N89°42'07"W, 2370.05 feet, to the east line of Missouri State Highway 19, and the end of said easement.

Tri-County 48.00

BOOK 504 PAGE 311

STATE OF MISSOURI
COUNTY OF MONTGOMERY

The foregoing instrument was filed for record in my office on the 26th day of November 2003 at the hour of 10 o'clock and 58 minutes a M., and recorded in Deed Book 504 on page 311

In testimony whereof I have hereunto set my hand and affixed my official seal
Sheila See, Recorder of Deeds

Sheila See

By [signature] Deputy

(Space above reserved for Recorder of Deeds certification)

1. Title of Document: **General Warranty Deed by Corporation**
2. Date of Document: **November 4, 2003**
3. Grantor(s): **WFB Liquidating Corporation, f/k/a Wellsville Firebrick Company**
4. Grantee(s): **TB Management, L.L.C.**
5. Statutory Mailing Address: **N8000 Whitetail Rd., Burnett, WI 53922**
6. Legal Description: **See Exhibit "A"**
7. Reference Book and Page(s): **N/A**

TCLTS
031533/6056

TCLTS
031533/6056

GENERAL WARRANTY DEED (Corporation)

THIS INDENTURE, Made on the 4, day of November, Two Thousand and Three A. D. by and between

WFB Liquid ting Corporation, f/k/a Wellsville Firebrick Comp ny

A corporation, organized and existing under the laws of the State of Missouri with its principal office in the County of Montgomery, State of Missouri, Party of the First Part, and

TB Management, L.L.C.

A Limited Liability Company of the County of Dodge, State of Wisconsin, organized and existing under the laws of the State of Wisconsin, and having its management vested in its members, party of the second part grantee. (Mailing address of said first named grantee is N8000 Whitetail Rd., Burnett, WI 53922)

WITNESSETH, that the said party of the First Part, in consideration of the sum of **ONE DOLLAR** and other good and valuable consideration to them paid by the said parties of the Second Part, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said parties of the Second Part, their heirs and assigns, the following described Lots, Tracts, or Parcels of Land, lying, being and situate in the County of **MONTGOMERY** and State of Missouri, to-wit:

See Attached Exhibit "A"

SUBJECT TO Easements, Conditions, Restrictions, etc., of record, if any.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Parties of the Second Part, and unto their heirs and assigns, **FOREVER**, the said Party of the First Part herein, hereby covenanting that they are lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrance done or suffered by them or those under whom they claim, and that they will **WARRANT AND DEFEND** the title to the said premises unto the said Parties of the Second Part and unto their heirs and assigns, **FOREVER**, against the lawful claims and demands of all persons whomsoever, excepting however, the general taxes for the calendar year 2003 and thereafter and special taxes becoming a lien after the date of this deed, and the matters set out above.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be signed by its Court Appointed Responsib e Individua the day and year first above written.

WFB Liquidating Corporation, f/k/a Wel svil e Firebrick Company

By: Bradley D. Sharp
Its: Court Appointed Responsible Individual for WFB Liquidating Corporation, f/k/a Wellsville Firebrick Company

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On this ____ day of November, 2003, before me personally appeared Bradley D. Sharp, who being by me duly sworn, did say that he is the Court Appointed Responsible Individual for WFB Liquidating Corporation, f/k/a Wellsville Firebrick Company of the State of Missouri; and the said instrument was signed in behalf of said Corporation, by authority of the United States Bankruptcy Court for the Northern District of California Oakland Division; and said Court Appointed Responsible Individual for WFB Liquidating Corporation f/k/a Wellsville Firebrick Company acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the County and State aforesaid, the day and year first above written.

Notary Public

Please see attached CA All-Purpose Acknowledgment.

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of Ca ifornia

County of Los Angeles } ss.

On Nov. 4, 2003 (Date), before me, Michelle Morice, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Bradley D. Sharp (Name(s) of Signer(s)),

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(~~s~~) whose name(~~s~~) ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Michelle Morice
Signature of Notary Public

MICHELLE MORICE
Commission # 1419960
Notary Public - California
Los Angeles County
My Comm. Expires May 24, 2007

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: General Warranty Deed by a Corp. and Robert and Judith Lamphier

Document Date: Nov. 4, 2003 Number of Pages: 6

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name. _____

☐ Individual
☐ Corporate Officer — Title(s). _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other. _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1997 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

EXHIBIT "A"

Tract I – A (A.K.A Site D)
A tact of land being a part of Sections 21, 27 and 28, Township 50 N., Range 6 W., Montgomery County, Missouri, and being particularly described as follows: Commencing at an existing iron pipe at the northeast corner of said Section 28; thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records and the point of beginning; thence S66°40'37"E, 559 55 feet, to an existing pipe as shown on said survey; thence S00°52'51"W, along the west line of said survey, 109 98 feet, to an existing iron pipe as shown on said survey; thence S74°16'07"W, 540.96 feet, to an existing iron pipe on the east line of said Section 28; thence S01°04'33"W, along said east line, 565.96 feet, to iron pin; thence N89°42'07"W, 2480.06 feet, to the east line of Missouri State Highway 19; thence on a curve to the left, having a radius of 5759.6 feet, and an arc length of 131.53 feet and a chord of N49°32'11"W, 131.53 feet; thence N50°11'26"W, 3 91 feet, to an iron pin; thence S88°47'24"E, 983.38 feet, to an iron pin; thence N07°07'40"E, 985.10 feet, to an iron pin; thence S86°14'53"E, 206.76 feet, to an iron pin; thence N08°21'18"W, 357.01 feet to an existing iron pin at the southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 21; thence N00°57'17"E, along the west line of said quarterquarter section, 228.02 feet, to an iron pin; thence S66°32'01"E, 1459.34 feet, to the point of beginning. Containing 51.07 acres, more or less.

The hereinabove is subject to a 60 foot Road and Utility Easement described as follows An easement over, across, and under a tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, said easement being 60 feet wide, 30 feet on each side of and parallel to the following described centerline: Commencing at an existing iron pipe at the northeast corner of said Section 28; thence S01°06'36"W, along the east line of said Section 28, 343 58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records, thence N66°32'01"W, 105.72 feet, to the point of beginning; thence S21°49'34"W, 118.64 feet; thence S01°23'30"W, 945.52 feet, thence N89°42'07"W, 2370.05 feet, to the east line of Missouri State Highway 19, and the end of said easement.

Subject to the rights of Norfolk And Western Rail Road in and to said Rail Road Spur that lies within the herein above described Real Property.

Tract I – B (A.K.A. Site E)
A tract of land being a part of Section 28, Township 50 N., Range 6 W , Montgomery County, Missouri and being more particularly described as follows Commencing at an existing iron pipe at the northeast corner of said Section 28; thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at the Page 41, Montgomery County records; thence S66°40'37"E, 559.55 feet, to an existing pipe as shown on said survey; thence S00°52'51"W, along the west line of said survey, 109.98 feet, to an existing iron pipe as shown on said survey; thence S74°16'07"W, 540.96 feet, to an existing iron pipe on the east line of said Section 28; thence S01°04'33"W, 565.96 feet, to an iron pin; thence N89°42'07"W, 846 03 feet, to an iron pin, and the point of beginning; thence N89°42'07"507.24 feet, to a PK nail; thence S19°23'16"W, 473.43 feet; thence S13°31'48"W, 438.41 feet, to a PK nail on the northeasterly line of Missouri State Highway 19, thence S43°23'27"E, along said northeasterly line, 652.67 feet, to an iron pin, thence N57°06'03"E, 121.74 feet, to an existing corner post; thence N02°28'18"W, 991.78

feet, to an iron pin, thence N74°39'36"E, 267 55 feet, to an iron pin; thence N00°17'53' E, 216 72 feet, to the point of beginning Containing 12.87 acres, more or less.

The hereinabove is benefited by a 60 foot road and utility easement described as follows An easement over, across, and under a tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, said easement being 60 feet wide, 30 feet on each side of and parallel to the following described centerline: Commencing at an existing iron pipe at the northeast corner of said Section 28, thence S01°06'36"W, along the east line of said Section 28, 343 58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence N66°32'01"W, 105.72 feet, to the point of beginning; thence S21°49 34"W, 118.64 feet; thence S01°23 30"W, 945 52 feet; thence N89°42'07"W, 2370.05 feet, to the east line of Missouri State Highway 19, and the end of said easement

The hereinabove is benefited by and subject to a 60 foot road easement described as follows. An easement over, across and under a tract of land being a part of Section 28, Township 50 N , Range 6 W., Montgomery County, Missouri, said easement being 60 feet wide, 30 feet on each side of an d parallel to the following described centerline: Commencing at an existing iron pipe at the northeast corner of said Section 28; thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence S66°40'37"E, 559.55 feet, to an existing pipe as shown on said survey; thence S00°52'51"W, along the east line of said survey, 109.98 feet, to an existing iron pipe as shown on said survey; thence S74°16'07"W, 540.96 feet, to an existing iron pipe on the east line of said Section 28; thence S01°04'33"W, along said east line, 565.96 feet, to an iron pin; thence N89°42'07"W, 846.03 feet, to an iron pin, thence continuing N89°42'07"W, 507.24 feet, to a PK nail, and the point of the beginning; thence S19°23'16"W, 473.43 feet, thence S13°31'48"W, 438.41 feet, to PK nail on the northeasterly line of Missouri State Highway 19, and the end of said easement

Tract I – C (A K.A. Site F)
A tract of land being a part of Section 28, Township 50 N., Range 6 W , Montgomery County, Missouri, and being more particularly described as follows: Commencing at an existing iron pipe at the northeast corner of said Section 28; thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence S66°40'37"E, 559.55 feet, to an existing iron pipe as shown on said survey; thence S00°52'51"W, along the west line of said survey, 109.98 feet, to an existing iron pipe as shown on said survey; thence S74°16'07"W, 540.96 feet, to an existing iron pipe on the east line of said Section 28, thence S01°04'33"W, 565.96 feet, to an iron pin, thence N89°42'07"W, 1353.28 feet, to a PK nail and the point of beginning; thenceS19°23'16"W, 473 43 feet; thence S13°31'48"W, 438.41 feet, to a PK nail on the northeasterly line of Missouri State Highway 19, thence N43°23'27"W, along said northeasterly line, 682.97 feet, to an existing iron pin, thence on a curve to the left, having a radius of 5759 6 feet, and an arc length of 552 04 feet, and a chord of N46°08'11"W, 551.82 feet, thence S89°42'07"E, 1126.78 feet, to the point of beginning Containing 10.8 acres more or less.

The hereinabove is benefited by a 60 foot road and utility easement described as follows An easement over, across, and under a tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, said easement being 60 feet wide, 30 feet on each side of and parallel to the following described centerline· Commencing at an existing iron pipe at the northeast

corner of said Section 28 ; thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence N66°32'01"W, 105.72 feet, to the point of beginning; thence S21°49'34"W, 118.64 feet; thence S01°23'30"W, 945.52 feet; thence N89°42'07"W, 2370.05 feet, to the east line of Missouri State Highway 19, and the end of said easement.

The hereinabove is benefited by and subject to a 60 foot road easement described as follows. An easement over, across and under a tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, said easement being 60 feet wide, 30 feet on each side of an d parallel to the following described centerline: Commencing at an existing iron pipe at the northeast corner of said Section 28 ; thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence S66°40'37"E, 559.55 feet, to an existing pipe as shown on said survey; thence S00°52'51"W, along the east line of said survey, 109.98 feet, to an existing iron pipe as shown on said survey; thence S74°16'07"W, 540.96 feet, to an existing iron pipe on the east line of said Section 28; thence S01°04'33"W, along said east line, 565.96 feet, to an iron pin; thence N89°42'07"W, 846.03 feet, to an iron pin; thence continuing N89°42'07"W, 507.24 feet, to a PK nail, and the point of the beginning; thence S19°23'16"W, 473.43 feet; thence S13°31'48"W, 438.41 feet, to PK nail on the northeasterly line of Missouri State Highway 19, and the end of said easement.

Tract I – D (A.K.A. Site G)
A tract of land being a part of Section 28, Township 50 N., Range 6 W , Montgomery County, Missouri, and being more particularly described as follows: Commencing at an existing iron pipe at the northeast corner of said Section 28; thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence S66°40'37"E, 559.55 feet, to an existing pipe as shown on said survey; thence S00°52'51"W, along the west line of said survey, 109.98 feet, to an existing iron pipe as shown on said survey; thence S74°16'07"W, 540.96 feet, to an existing iron pipe on the east line of said Section 28; thence S01°04'33"W, 565.96 feet, to an iron pin, and the point of beginning; thence N89°42'07"W, 846.03 feet, to an iron pin; thence S00°17'53"W, 216 72 feet, to an iron pin; thence S88°56'17"E, 843.01 feet, to an iron pin on the east line of said Section 28; thence N01°04'33"E, 227.98 feet, to the point of beginning. Containing 4.31 acres, more or less

The hereinabove is benefited bya 60 foot road and utility easement described as follows· An easement over, across, and under a tract of land being a part of Section 28, Township 50 N., Range 6 W., Montgomery County, Missouri, said easement being 60 feet wide, 30 feet on each side of and parallel to the following described centerline: Commencing at an existing iron pipe at the northeast corner of said Section 28; thence S01°06'36"W, along the east line of said Section 28, 343.58 feet, to an existing iron pipe as shown on a survey recorded in Plat Book B, at Page 41, Montgomery County records; thence N66°32'01"W, 105.72 feet, to the point of beginning; thence S21°49'34"W, 118.64 feet; thence S01°23'30"W, 945 52 feet; thence N89°42'07"W, 2370.05 feet, to the east line of Missouri State Highway 19, and the end of said easement.

000647

Return To: 0121 647

Williams Communications, Inc.
2103 North Burlington Street
Suite 900
Columbia, MO 65202

BOOK 0302 PAGE 637

000203

24.00

TRACT #:
STATE: MISSOURI
COUNTY: AUDRAIN
MONTGOMERY
SORT #: 1010/1160
DRAFT #: 146597

RIGHT OF WAY AND EASEMENT AGREEMENT

Missouri Corporate Grantor

THIS RIGHT OF WAY AND EASEMENT AGREEMENT ("Agreement") is made this 6th day of December, 1999 between NATIONAL REFRACTORIES AND MINERALS CORPORATION, a corporation, ("Grantor") and Williams Communications, Inc., a Delaware corporation [operating as a communications common carrier and telephone public utility] whose mailing address is P.O. Box 22064, Tulsa, Oklahoma 74121, its successors and assigns ("Grantee").

WITNESSETH

For and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants, sell and conveys unto Grantee, its successors and assigns, the perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement"), together with all improvements located thereon, with a width and centerline as indicated below, to survey, construct, install, test, maintain, inspect, operate, protect, repair, upgrade, replace, abandon and remove underground communications system(s) together with necessary underground conduits, cables, wires, underground splicing boxes, and any other appurtenances thereto, at any time or times for the transmission of data or communications (including, without limitation, pipeline data) for and by others upon and along a route or routes on, in, over, under, through, and across the following described land (the "Property") located in the Counties of Audrain, and Montgomery, State of Missouri, to wit:

a portion of the Northeast Quarter of the Northwest Quarter, the Northwest Quarter of the Northeast Quarter, and the Northwest Quarter of the Northwest Quarter of the Southwest Quarter of the Northeast Quarter, of Section 23, Township 51 North, Range 9 West of the 5th P.M., Audrain County, Missouri , more particularly described in Deed dated March 29, 1985, recorded in Book 250, Page 611 in the Deed Records of Audrain County, Missouri, AND

a portion of the Southeast Quarter of the Southeast Quarter of Section 21, more particularly described in Deed dated June 24, 1981, recorded in Book 265, Page 570 and in Deed (dated October 10, 1961) recorded on January 11, 1985 in Book 288, Page 249, and in Deed dated November 8, 1996, recorded in Book 376, Page 63; and a portion of the Northeast Quarter of the Northeast Quarter of Section 28, and a portion of the Northwest Quarter of the Northwest Quarter of Section 27, more particularly described in Deed dated June 24, 1981, also recorded in Book 265, Page 570, all located in Township 50 North, Range 6 West of the 5th P.M., Montgomery County, Missouri , and all recorded in the Deed Records of Montgomery County, Missouri,

together with the right of ingress and egress to, from and along the Easement and the right to use Grantor's adjacent property, gates and existing roads for the aforesaid purposes (Grantee shall and does hereby agree to restore any damage to such adjacent lands, gates, or roads caused by its use thereof) and together with a temporary easement to provide work space along and adjacent to the Easement as may be deemed necessary by Grantee.

The communications system(s) shall be installed across the Property within, and the temporary work space easement shall be limited to, the area of the Property on either side of an existing pipeline owned by Sinclair Oil Corporation. The Easement herein granted shall be ten feet (10') in width entirely within the existing right-of-way as it exists as of the date of the execution of this Agreement.

Grantee shall restore the surface of the Easement and temporary easement as nearly as reasonably practical to its original condition, grade and level after performing any construction or other work that disturbs the surface. Grantee shall cause reasonable payment to be made for actual damages to crops, timber, and improvements of Grantor directly resulting from the exercise, now or in the future, of the rights herein granted; provided, however, that after Grantee's initial installation and construction of its facilities on the Property, Grantee shall not be liable for

damages caused to trees, undergrowth and/or brush on the Property and Grantee shall have the right to clear such obstructions from the Property within the Easement.

Grantee shall place no above ground structures or improvements (except for markers at property lines, fence lines, road and stream crossings) upon the Easement.

Grantee agrees to comply with all State and Federal laws relating to the exercise of rights herein granted. Grantee agrees to indemnify and hold Grantor harmless from and against all third party claims which may result from the construction, operation and maintenance by Grantee, its agents or subcontractors, of said Easement facilities, including, but not limited to, injuries to or deaths of persons or animals, court costs and reasonable attorneys' fees.

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement and the temporary work space easement for the purposes stated herein.

Grantor shall have the right to use and enjoy the Property provided that Grantor shall not in any way interfere with or impair, or permit third parties to interfere with or impair, Grantee's exercise and enjoyment of the rights granted herein. No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other easement.

The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives, and heirs.

This instrument fully sets forth the terms and conditions of the Agreement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this Agreement.

Grantor warrants that Grantor has the right to convey the Easement, including the rights and privileges set forth herein and that they are the sole owner(s) of the Property. Grantor shall execute such further assurances thereof as may be requested by Grantee.

Grantor represents and warrants that its representative signing below is duly authorized to execute this instrument on behalf of the Grantor. Grantor further represents and warrants that it is a for profit corporation, organized under the laws of the State of California, and whose Taxpayer Identification Number is 94-2953156.

TO HAVE AND TO HOLD the Easement, temporary work space easement, rights and privileges unto Grantee, its successors and assigns forever, and Grantor hereby binds Grantor, Grantor's heirs, executors, administrators, successors, and assigns, to warrant and forever defend all and singular the Easement, temporary work space easement, and the property, rights, privileges, and interests above-described, unto Grantee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be signed hereto the day and year above written.

GRANTOR:

NATIONAL REFRACTORIES
AND MINERALS CORPORATION

By: E. S. Parry
E. S. PARRY
PRESIDENT & C.O.O.

Its: _____

ATTEST:

By: Marilyn Hartsock
MARILYN HARTSOCK

Its: Executive Assistant

BOOK 0421 PAGE 649

STATE OF CALIFORNIA)
) SS
COUNTY OF ALAMEDA)

On this 10TH day of DECEMBER, 1999, before me appeared E.S. PARRY and MARILYN HARTSOCK, who, being by me duly sworn (or affirmed) did say that ~~he/she~~ they ~~is~~/are the PRESIDENT & C.O.O. and EXECUTIVE ASSISTANT of NATIONAL REFRACTORIES AND MINERALS CORPORATION ~~and that the seal affixed to foregoing instrument is the corporate seal of said corporation~~, and that said instrument was signed ~~and sealed~~ in behalf of said corporation by authority of its board of directors (or trustees), and said PRESIDENT & C.O.O. and EXECUTIVE ASSISTANT acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand.

Cynthia L. Sturr
Notary Public

My commission expires on:

8/15/2001
(SEAL)

Cynthia L. Sturr
Comm. #1151464
NOTARY PUBLIC CALIFORNIA
ALAMEDA COUNTY
Comm. Exp. Aug. 15, 2001

STATE OF MISSOURI
COUNTY OF MONTGOMERY
The foregoing instrument was filed for record in my office on the 20 day of March 2000 at the hour of 10 o'clock and 00 minutes a M., and recorded in Book 421 on page 647
Witness my hand and office seal
Patricia Bufka, Circuit Clerk and Recorder
By Kathleen A. Reagle Deputy

RECORDER OF DEEDS SEAL AUDRAIN

RECORDER'S INFORMATION
State of Missouri, County of Audrain, ss.
Filed for record at 10 o'clock 57 min.
A M. Recorded in book 302 page 637
14th Day JAN Month 2000
Witness my hand and seal of office
Virginia Pehle, Recorder
Virginia Pehle
By Claire Lowry Deputy
Claire Lowry

BOOK 356 PAGE 658

$117.00 Williams Pipeline

Recording Requested by and
When Recorded Return to:

Williams Pipe Line Company
One Williams Center
P. O. Box 2400
Tulsa, Oklahoma 74102
Attention: Stephen K. Schroeder

STATE: MISSOURI

COUNTY: MONTGOMERY

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

This Conveyance, Assignment and Bill of Sale (*"Assignment"*), dated effective as of 12:01 a.m. Central Standard Time on the date hereof (the *"Effective Time"*), is made and entered into effective the 30th day of September, 1994, by and between ARCO PIPE LINE COMPANY, a Delaware corporation, whose address is 15600 John F. Kennedy Boulevard, Suite 300, Houston, Texas 77032 (*"Assignor"*), and WILLIAMS PIPE LINE COMPANY, a Delaware corporation, whose address is P. O. Box 3448, Tulsa, Oklahoma 74101 (*"Assignee"*).

WITNESSETH:

For ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor has transferred, bargained, conveyed, and assigned, and does hereby transfer, bargain, convey, and assign, to Assignee, effective for all purposes as of the Effective Time, all of Assignor's right, title and interest in and to the following properties and assets (such properties and assets being hereinafter called the *"Assets"*), all of which comprise a part of that certain refined petroleum products pipeline system of Assignor extending from the vicinity of Neodesha, Kansas, to the vicinity of Ft. Madison, Iowa, including spurs to Kansas City, Kansas, and Wood River, Illinois, as generally described in the narrative description contained in Exhibit A:

(a) the fee property real estate described in Exhibit B;

(b) the surface leases, easements, rights of way, permits, licenses and other grants described in Exhibit C (collectively, the *"Rights of Way"*);

(c) the contracts, agreements and instruments listed in Exhibit D; and

(d) the personal property and equipment described in Exhibits E and F.

SAVE AND EXCEPT the real and personal property described in Exhibit G (collectively, the *"Excluded Assets"*), and Assignor hereby reserves for itself, its successors and assigns, forever, a 10-year limited term easement (an *"Easement"*) to maintain, operate, repair, inspect, remove and replace an existing microwave and communications tower along with associated guy wires, anchors, buildings and any other related facilities (the *"Communication Facilities"*) as actually located upon the lands comprising the fee properties described on Exhibit B that are designated as an "Easement Property" at the top of the page on which such description appears, which

Easement shall, in the case of each such fee property, cover and include the cross-hatched area on the drawing attached to such property description as a part of Exhibit B, together with the right of ingress and egress over the existing roads or along the route customarily used or designated therefor by Assignee. Each Easement shall also be subject to the terms and conditions set forth on Exhibit H hereto.

TO HAVE AND TO HOLD the Assets, subject to the terms, exceptions and other provisions herein stated and to all claims and encumbrances (including defects of title) listed on Exhibits A through F, evidenced by a written instrument filed in the real property records of the counties in which the Assets are located (collectively, the *"Permitted Encumbrances"*), together with all and singular the rights and appurtenances thereunto and in anywise belonging unto Assignee, its successors and assigns, forever; and Assignor does hereby bind itself, and its successors and assigns, to warrant and forever defend title to the Assets, subject only to the Permitted Encumbrances, unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise (provided, however, that any claim pursuant to such title warranty may only be made if Assignee and its successors and assigns shall have notified Assignor on or before the third anniversary of the date hereof).

EXCEPT AS PROVIDED IN THE SPECIAL WARRANTY SET FORTH ABOVE, THE ASSIGNMENTS AND CONVEYANCES MADE BY THIS ASSIGNMENT ARE MADE WITHOUT WARRANTY OF TITLE, EXPRESS, IMPLIED, OR STATUTORY, AND WITHOUT RECOURSE, EVEN AS TO THE RETURN OF THE PURCHASE PRICE OR OTHER CONSIDERATION, but with full substitution and subrogation of Assignee, and all persons claiming by, through and under Assignee, to the extent assignable, in and to all covenants and warranties of Assignor's predecessors in title and with full subrogation of all rights accruing under the applicable statutes of limitation or prescription under the laws of the state where the Assets are located and all rights of actions of warranty against all former owners of the Assets. **ANY COVENANTS OR WARRANTIES IMPLIED BY STATUTE OR LAW BY THE USE OF THE WORDS "TRANSFER," "CONVEY," "BARGAIN" OR "ASSIGN" OR OTHER SIMILAR WORDS USED IN THIS ASSIGNMENT ARE HEREBY EXPRESSLY DISCLAIMED, WAIVED AND NEGATED.**

Except as otherwise provided herein and without limiting Assignee's rights against Assignor pursuant to any separate written agreement between Assignor and Assignee, the Assets are assigned to Assignee without recourse (even as to the return of the purchase price or other consideration), covenant or warranty of any kind, express, implied or statutory. Without limiting the express provisions hereof, Assignee specifically agrees that Assignor is conveying the Assets on an "AS-IS, WHERE-IS, WITH ALL FAULTS" BASIS AND WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS, IMPLIED AT COMMON LAW, BY STATUTE OR OTHERWISE (ALL OF WHICH ASSIGNOR HEREBY DISCLAIMS), RELATING TO (i) TITLE, (ii) TRANSFERABILITY, (iii) FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN OR QUALITY, (iv) COMPLIANCE WITH SPECIFICATIONS OR CONDITIONS REGARDING OPERATION, (v) FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, (vi) ABSENCE OF LATENT DEFECTS, OR (vii) ANY OTHER MATTER WHATSOEVER.

ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Texas without regard to any conflicts of law rule that would direct application of the laws of another jurisdiction, except to the extent that it is mandatory that the law of some other jurisdiction, wherein the Assets are located, shall apply. All Exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such Exhibits to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in such Exhibits are to the appropriate records of the counties in which the Assets are located. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Separate assignments of certain parts of the Assets may be executed on officially approved forms by each Assignor to Assignee in sufficient counterparts to satisfy applicable statutory and regulatory requirements. In addition, to facilitate recording or filing of this Assignment in the appropriate real property records, the counterpart to be recorded in specific county may contain only those portions of the Exhibits that describe real property located in such county. Any such separate assignments or counterpart shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though they were set forth in each such assignment or counterpart. The interests conveyed by such separate assignments or counterpart are the same, and not in addition to, the Assets conveyed herein.

EXECUTED effective for all purposes as of the Effective Time.

ASSIGNOR:

Attest:

Steven A. Fisher
Assistant Secretary

ARCO PIPE LINE COMPANY

By: Michael A. Diakiw
Michael A. Diakiw
Attorney-in-Fact

(SEAL)

ASSIGNEE:

Attest:

Stephen K. Schroeder
Assistant Secretary

(SEAL)

WILLIAMS PIPE LINE COMPANY

By: _____

Stephen L. Cropper
President and Chief Executive Officer

List Of Exhibits:

A – Narrative Description of Pipeline System
B – Fee Properties
C – Surface Leases, Easements, Rights of Way, Etc.
D – Contracts
E – Personal Property and Equipment
F – Additional Property
G – Excluded Property
H – Terms of Reserved Easement

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BE IT REMEMBERED, that the undersigned, a Notary Public, duly qualified, sworn and acting in and for the State of Texas, hereby certify that, on this 28th day of September, 1994, there appeared before me Stephen L. Cropper, acting as President and Chief Executive Officer of Williams Pipe Line Company, a Delaware corporation.

(Missouri)

On this date, before me, personally appeared such person, to me personally known, who, being by me duly affirmed, did say that he is the designated officer of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument was signed on behalf of the corporation by authority of its Board of Directors and that such person acknowledged the instrument to be the free act and deed of the corporation.

(Iowa)

On this date, before me, personally appeared such person, to me personally known, who, being by me duly affirmed, did say that he is the designated officer of said corporation executing the foregoing instrument, that the seal affixed to said instrument is the corporate seal of said corporation, that the instrument was signed on behalf of the corporation by authority of its Board of Directors, and that such person acknowledged the execution of such instrument to be the voluntary act and deed of the corporation by it and by him voluntarily executed.

(Kansas and Illinois)

This instrument was acknowledged before me on this date, by the aforementioned person, as the designated officer of said corporation, on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County of Harris and State of Texas, this 28th day of September, 1994.

NOTARY PUBLIC STATE OF TEXAS
VALERIE ANN GOSS
Notary Public, State of Texas
My Commission Expires
AUGUST 1, 1998.

Valerie Ann Goss
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

f:\rm0797\arco\apl\williams\asgn-wms.006

Street block valve. The six-inch diameter pipeline then continues 2.8 miles in a northerly direction along Foster Street and then 42nd Street, through Johnson County and into Wyandotte County, to the Swartz Avenue block valve. The pipeline then continues .32 miles north along 42nd Street, then turns and follows an easterly direction .78 miles under the AT&SF rail yard and ends at APL's Kansas City Delivery Facility connected to Sinclair's Kansas City Terminal and Williams Pipe Line facilities.

Kansas City to Santa Fe (Approximately .66 Miles of Eight-Inch Diameter Trunkline)

This eight-inch pipeline originates at the APL Kansas City Working Storage facility, Wyandotte County, Kansas, at the booster pump located near Tank 3122, and crosses station property in a southeasterly direction .04 miles, then in a southerly direction .05 miles to a point of connection with a Williams pipeline. The line then continues in a southeasterly direction .28 miles, then turns in a easterly direction for .23 miles, then turns south for .06 miles and terminates at the Santa Fe Railroad fueling facility.

Kenneth, Kansas to Carrollton, Missouri (Approximately 75.8 Miles of Eight-Inch Diameter Trunkline)

This eight-inch pipeline originates at APL's Kenneth Station, Johnson County, Kansas, and follows a generally northeasterly direction through Johnson County, Kansas,for approximately 1.32 miles at which point the pipeline crosses the Blue River and enters Jackson County, Missouri. The pipeline then continues in a northeasterly direction 17.78 miles through Jackson County to the Little Blue River block valve, then crossing the Little Blue River and continuing 16.2 miles in a northeasterly direction to the Missouri River west block valve.

From that point, the pipeline crosses the Missouri River into Ray County, 1.0 miles to the Missouri River east block valve, then continues in a east-northeasterly direction 18.4 miles to the Hardin block valve. The pipeline continues in a generally east-northeasterly direction, through Ray County and into Carroll County, to the block valve located at the delivery to Sinlair's Carrollton Terminal, before continuing 2.1 miles in a east-northeasterly direction to APL's Carrollton Station.

Carrollton Station to Carrollton Terminal Stub Line (Approximately 2.1 Miles of Eight-Inch Diameter Trunkline)

This pipeline consists of 2.1 miles of eight-inch which runs from APL's Carrollton Station, in a west-southwesterly direction, ending at Sinclair's Carrollton Terminal, located in Carroll County.

Carrollton Station to Ft. Madison, Iowa (Approximately 147 Miles of Eight-Inch Diameter Trunkline)

The eight-inch diameter pipeline begins at APL's Carrollton Station, Carroll County, Missouri, and runs in a generally northeasterly direction 12.4 miles crossing the Grand River

the New Truxton block valve, then continues 19.1 miles in an easterly direction across Warren County and into Lincoln County to the Moscow Mills block valve. From the Moscow Mills block valve, the pipeline continues 8.5 miles in a east-southeasterly direction through Lincoln County, then entering St. Charles County and continuing to the Old Monroe block valve. The pipeline continues 15.5 miles across St. Charles county in a generally easterly direction to the Blaze block valve, then continues easterly 19.2 miles to the West Alton block valve. The pipeline then continues in a east-southeasterly direction, leaving St. Charles County, Missouri, then crossing the Mississippi River into Madison County, Illinois, to the East Alton block valve, before continuing to Wood River Station .3 miles in a southeasterly direction.

Exhibit "C"

MONTGOMERY County, State of MISSOURI

Line No.	Grantors	Grantee	Property Description	Date	Instrument Recorded	
					Book	Page
LL 5103 - ILLINOIS/ MISSOURI STATE LINE - MEXICO STATION - Loc. 50-5103						
200 & 203	H. C. Drunert Mary Drunert	The Prairie Oil and Gas Company	NW¼ NW¼ Section 34, Township 49, Range 3 West, and E½ NE¼ Section 33, Township 49, Range 3 West, and the South end of NW¼ NW¼ Section 33, Township 49, Range 3 West, Warren County. Also the NE¼ NE¼ Section 32, Township 49, Range 3 West, Montgomery County.	Aug. 13, 1913	89	573/574
	H. C. Drunert Mrs. Mary Drunert	The Prairie Pipe Line Company	NW¼ NW¼ Section 34, Township 49, Range 3 West, and E½ NE¼ Section 33, Township 49, Range 3 West, and the South end of the NW¼ NW¼ Section 33, Township 49, Range 3 West, Warren County. Also the NE¼ NE¼ Section 32, Township 49, Range 3 West, Montgomery County.	Dec. 24, 1920	108 Doc. No. 338	617
204	E. F. Wells H. P. Wells	The Prairie Oil and Gas Company	W½ NE¼ and E½ NW¼ Section 32, Township 49, Range 3 West.	Aug. 14, 1913	89	572/573
205 & 207	A. J. Butler Mattie Butler	The Prairie Pipe Line Company	The NE¼ NE¼ Section 31 and S½ NW¼ NW¼ Section 32, all in Township 49, Range 3.	Sep. 26, 1916	99	88/89

Exhibit "C" MONTGOMERY County, State of MISSOURI

Line No.	Grantors	Grantee	Property Description	Date	Instrument Recorded Book	Page
LL 5103 - ILLINOIS/ MISSOURI STATE LINE - MEXICO STATION - Loc. 50-5103						
213	J. B. Shelton	The Prairie Pipe Line Company	NW¼ SE¼ and part of the SW¼ SE¼ Section 25, Township 49, Range 4.	Sep. 26, 1916	99	95
214	H. C. Dutton J. M. Dutton Birdena E. Dutton Dora Dutton Ellen D. Rigg W. B. Rigg Mary R. Rigg L. O. Rigg	The Prairie Oil and Gas Company	Being part of NE¼ SW¼ and Southwest part of SE¼ NW¼ and part of SW¼ NW¼, all in Section 25, Township 49, Range 4 West.	Aug. 19, 1913	89	561/563
215	W. C. Gadberry Mrs. Rose Gadberry	The Prairie Oil and Gas Company	E½ NE¼ Section 26, Township 49 North, Range 4 West.	Aug. 11, 1913	89	560/561
216	J. W. Edney Isabel Edney	The Prairie Oil and Gas Company	E½ NW¼ and W½ NE¼ Section 26, all in Township 49 North, Range 4 West.	Aug. 12, 1913	89	559/560
217 & 221	Mrs. Caroline Schowengerdt E. C. Schowengerdt Maggie Schowengerdt Henry B. Schowengerdt Mrs. Carrie Obersmith Kathryn Schowengerdt Geo. Obersmith Pauline Schowengerdt Minnie Schowengerdt Geo. H. Schowengerdt	The Prairie Oil and Gas Company	SE¼ Section 22 and SW¼ Section 23, all in Township 49 North, Range 4 West, and the E½ NW¼ NE¼ Section 21, Township 49 North, Range 4 West.	Aug. 11, 1913	89	558/559

Exhibit "C"

MONTGOMERY County, State of MISSOURI

Line No.	Grantors	Grantee	Property Description	Date	Instrument Recorded Book	Page
LL 5103 - ILLINOIS/ MISSOURI STATE LINE - MEXICO STATION - Loc. 50-5103						
	M. J. Leonard Annie Leonard	The Prairie Pipe Line Company	S½ NW¼ and SW¼ Section 17, and E½ NE¼ Section 18, all in Township 49, Range 4.	Oct. 11, 1916	99	102
226	Jesse N. Davis Lizzie Davis	The Prairie Oil and Gas Company	N½ NW¼ & NW¼ NE¼, Section 18, Township 49, Range 4.	Aug. 12, 1913	89	551/552
	Buell Hensley Lucy S. Hensley	The Prairie Pipe Line Company	That part of my lands in S½ SW¼ Section 7, and N½ NW¼ Section 18, all in Township 49 North, Range 4 West, lying North of the C.B.&Q. R.R. R/W.	Aug. 24, 1918	100	361
227	T. H. Clare Susanah Clare	The Prairie Oil and Gas Company	SE¼ Section 12, Township 49 North, Range 5 West and SW¼ Section 7, Township 49 North, Range 4 West.	Aug. 16, 1913	89	550/551
228 & 230	B. R. Hensley	The Prairie Pipe Line Company	SW¼ Section 12 and S½ NE¼ Section 11, except 10 acres in the NW corner, all in Township 49, Range 5.	Sep. 28, 1916	99	92
229	George Keadle	The Prairie Oil and Gas Company	S½ NW¼ Section 12, Township 49 North, Range 5 West.	Aug. 12, 1913	89	549
231	Joseph Blackshaw Mrs. Della Blackshaw	The Prairie Oil and Gas Company	10 acres in SW corner of the West part of NE¼ Section 11, Township 49, Range 5 West, and all that part of 10 acres in NW corner of S½ NE¼ Section 11, lying North of C.B.&Q. R.R. Right of Way.	Aug. 12, 1913	89	546/547
234	W. W. Watts Iva Hensley Watts	The Prairie Pipe Line Company	All of my lands in the N½ NW¼ Section 11, Township 49, Range 5.	Oct. 3, 1916	99	101

Exhibit "C"

MONTGOMERY County, State of MISSOURI

Line No.	Grantors	Grantee	Property Description	Date	Instrument Recorded Book	Page
LL 5103 - ILLINOIS/ MISSOURI STATE LINE - MEXICO STATION - Loc. 50-5103						
241	N. W. Clark Eliza Clark	The Prairie Oil and Gas Company	S½ NW¼ NW¼ Section 4, Township 49, Range 5 West, and that part of SW¼ NW¼ Section 4, Township 49 North, Range 5 West, lying North of C.B.&Q. R.R.	Jul. 25, 1913	89	541/542
242	Wm. H. Arnold Ida Arnold	The Prairie Pipe Line Company	N½ NE¼ Section 5, Township 49, Range 5.	Oct. 6, 1916	99	99
243	L. D. Clare Hattie Clare	The Prairie Oil and Gas Company	A strip of land across the SW¼ SE¼ of Section 32, Township 50 North, Range 5 West. Said strip not to exceed 25 feet in width.	Jul. 28, 1913	89	532/533
244	Henry Toll	The Prairie Oil and Gas Company	S½ SW¼ Section 32, Township 50 North, Range 5 West, containing 160 Rods.	Jul 26, 1913	89	531/532
246	T. E. Williams Rosa Williams J. L. Williams Emma Williams	The Prairie Pipe Line Company	Southwest corner of the N½ SW¼ Section 32, Township 50, Range 5.	Oct. 6, 1916	99	96
	J. L. Williams T. E. Williams	The Prairie Pipe Line Company	NW¼ SW¼ Section 32, Township 50 North, Range 5 West.	May 5, 1927	126	123
247	Robt. D. Blackshaw Mary Blackshaw	The Prairie Oil and Gas Company	NW¼ SE¼ Section 31, Township 50 North, Range 5 West.	Jul. 24, 1913	89	530/531
	Samuel Blackshaw Lizzie Blackshaw	The Prairie Oil and Gas Company	NE¼ SW¼ and NE¼ SE¼, all in Section 31, Township 50 North, Range 5 West.	Jul. 25, 1913	89	529/530

Exhibit "C" MONTGOMERY County, State of MISSOURI

Line No.	Grantors	Grantee	Property Description	Date	Instrument Recorded Book	Page
LL 5103 - ILLINOIS/ MISSOURI STATE LINE - MEXICO STATION - Loc. 50-5103						
256	E. C. Stetson	The Prairie Oil and Gas Company	E½ SE¼ Section 26, Township 50 North, Range 6 West.	Jul. 21, 1913	89	520/521
257	Henry Fusselman	The Prairie Oil and Gas Company	W½ SE¼ Section 26, Township 50 North, Range 6 West.	Jul. 21, 1913	89	519/520
259	James D. Black Mary C. Black Charley A. Black Josleen Black J. R. Black Lucille Black	The Prairie Pipe Line Company	S½ NW¼ Section 26, Township 50, Range 6.	Sep. 29, 1916	99	104/106
261	R. J. Gilliland	The Prairie Pipe Line Company	SE¼ NE¼ Section 27, Township 50, Range 6, being that part North of the Railroad.	(Ack.) Sep. 20, 1916	99	90
262	J. E. Harris Mrs. J. W. Harris	The Prairie Oil and Gas Company	Across my land in W½ NE¼ Section 27, Township 50, Range 6.	Jul. 21, 1913	89	516/517
263	David Lehnen Emma Lehnen	The Prairie Oil and Gas Company	A strip of land lying not more than 10 feet North of the North line of the Chicago Burlington & Quincy Railroad Co.'s right of way fence in NW¼ Section 27, Township 50 North, Range 6 West.	Jul. 23, 1913	89	515/516

Exhibit "C"

MONTGOMERY County, State of MISSOURI

Line No.	Grantors	Grantee	Property Description	Date	Instrument Recorded Book	Page
LL 5103 - ILLINOIS/ MISSOURI STATE LINE - MEXICO STATION - Loc. 50-5103						
269	John Davis Lucretia E. Davis	The Prairie Oil and Gas Company	The NW¼ Section 20, Township 50, Range 6 West.	Sep. 22, 1913	89	510/511
270	Frank Folta Mary Folta	The Prairie Oil and Gas Company	NE¼ and NW¼ Section 19, Township 50 North, Range 6 West.	Aug. 6, 1913	89	509/510
	Mary Folta	The Prairie Pipe Line Company	S½ Section 18 and N½ Section 19, all in Township 50 North, Range 6 West.	Mar. __, 1928	126	283
271	John Folta Antonie Folta	The Prairie Pipe Line Company	SE¼ SW¼ Section 18, Township 50, Range 6, and NE¼ NW¼ Section 19, Township 50, Range 6.	(Ack.) Sep. 20, 1916	99	94
272	J. A. Oligschlaeger T. Oligschlaeger	The Prairie Oil and Gas Company	SW¼ SW¼ Section 18, Township 50, Range 6.	Jul. 18, 1913	89	507/508

Exhibit "C" MONTGOMERY County, State of MISSOURI

Line No.	Grantors	Grantee	Property Description	Date	Instrument Recorded Book	Page
E 23 W 29 - WELLSVILLE BLOCK GATE SITE - Loc. 50-5103						
	Walter E. Toulouse Emma Toulouse	Sinclair Pipe Line Company	A tract of land described as beginning at a point which is located 2351.2 feet South of and 112.2 feet South 66° 35' East of the Northwest corner of the NW¼ of Section 26, Township 50 North, Range 6 West; Thence North 23° 25' East 31.2'; Thence South 66° 35' East 50'; Thence South 23° 25' West 50'; Thence North 66° 35' West 50'; Thence North 23° 25' East 18.8'; more or less, to the point of beginning.	Dec. 22, 1954	175	23
E 29 37 - RODGERS RECTIFIER SITE - Loc. 50-5103						
	Paul Rodgers Edna Rodgers	Sinclair Pipe Line Company	SE¼ SE¼ Section 17, Township 49 North, Range 4 West.	Jan. 6, 1954	169	525/526
E 29 38 - MARTIN RECTIFIER SITE - Loc. 50-5103						
	Rolla H. Martin Rose Marie Martin	Sinclair Pipe Line Company	SE¼ NE¼ Section 36, Township 50 North, Range 6 West.	Jan. 4, 1954	169	523/524
E 29 58 - WERGES RECTIFIER SITE - Loc. 50-5103						
	Edward W. Werges	Sinclair Pipe Line Company	NW¼ NW¼ Section 26, Township 49 North, Range 4 West.	Mar. 28, 1956	175	129/131
E 29 762 - STUCK RECTIFIER SITE - Loc. 50-5103						
	Raymond E. Stuck	Sinclair Pipe Line Company	SW¼ NE¼ Section 4, Township 49 North, Range 5 West.	Oct. 4, 1965	207	469

Exhibit "C"

MONTGOMERY County, State of MISSOURI

Line No.	Grantors	Grantee	Property Description	Date	Instrument Recorded	
					Book	Page
E 29 1144 - J. W. WHITE RECTIFIER SITE - Loc. 50-5103						
	John W. White Shirley J. White	ARCO Pipe Line Company	SW¼ Section 12, Township 49 North, Range 5 West .	Aug. 21, 1975	247	900
E 29 1145 - FISCHER RECTIFIER SITE - Loc. 50-5103						
	Wm. E. Fischer	ARCO Pipe Line Company	NW¼ Section 32, Township 49 North, Range 3 West.	Aug. 11, 1975	247	822

Exhibit "C" MONTGOMERY County, State of MISSOURI

Line No.	Grantors	Grantee	Property Description	Date	Instrument Recorded Book	Instrument Recorded Page
R 24, CB&Q, MONTGOMERY COUNTY #1 - Loc. 50-5103						
	Chicago, Burlington & Quincy Railroad Company	The Prairie Oil & Gas Company	8" pipeline 79 feet East from Mile Post 81, near New Truxton.	Aug. 1, 1913	Not Recorded	
R 24, CB&Q, MONTGOMERY COUNTY #2 - Loc. 50-5103						
	Chicago, Burlington & Quincy Railroad Company	The Prairie Pipe Line Company	8" pipeline 110 feet East from Mile Post 81 on the Mexico Branch of the Hannibal Division.	Sep. 14, 1916	Not Recorded	
R 24, CB&Q, MONTGOMERY COUNTY #3 - Loc. 50-5103						
	Chicago, Burlington & Quincy Railroad Company (Agreement No. 3478)	The Prairie Pipe Line Company	8" pipeline 100 feet East from Mile Post 81 on the Hannibal Division (Mexico Branch), near Liege.	Nov. 29, 1920	Not Recorded	

Exhibit E

PERSONAL PROPERTY AND EQUIPMENT

This exhibit omitted for purposes of recording.

f:\rm0797\arco\apl\williams\exh-e.2

Exhibit G

EXCLUDED PROPERTY

The following shall constitute Excluded Property for purposes of the Agreement:

1. All owned or licensed computer software, including, without limitation, all VPS, IRTU Configurator and MicroSoft software.

2. All office equipment, furniture and automobiles located at APL's Houston office on John F. Kennedy Boulevard and at APL's office in Independence, Kansas.

3. Any airplanes owned by APL that have been used in connection with the operation by APL of the Pipeline System.

4. All CPUs, monitors, printers, software and related equipment located at Iola Station.

5. All microwave towers and related equipment and buildings utilized by APL in connection with the operation of the Pipeline System.

6. All VHF radio frequency determining elements or programming parameters and the VHF base stations located at Humboldt and Louisburg Stations, Kansas, Carrollton, Key and Lone Jack Stations, Missouri, Quincy Station, Illinois, and Fort Madison Station, Iowa.

7. All real property interests described as being reserved or excluded from the property description set forth in Exhibits B or C to the Agreement.

8. All leased cellular telephone/radio equipment.

9. With respect to all equipment associated with the SCADA data circuits, all equipment beginning at the connection point of the applicable communication circuit to the modem of the applicable RTU and continuing in the direction of electrical flow through and including the SCADA master equipment located at Independence, Kansas (it being agreed that all such equipment from such point of beginning back to the field instrumentation shall be a part of the Sale Property).

10. Any specialized telecommunications test equipment of APL.

7. Assignor shall not make any representation to any person that Assignor, its agents or representatives is the principal or agent of Assignee in any particular.

8. Assignor shall pay all taxes that may be levied or assessed on the Communications Facilities, and Assignor further agrees to reimburse Assignee for the amount of any taxes that may be assessed against Assignee by reason of the Communications Facilities being located on the land.

9. All notices given under the Easement shall be in writing and shall be forwarded by depositing such notice in the United States certified mail, postage prepaid.

Notices to Assignor shall be sent to:

ARCO Pipe Line Company
15600 John F. Kennedy Boulevard, Suite 300
Houston, Texas 77032
Attention: LAROWS & Drafting

Notices to Assignee shall be sent to:

Williams Pipe Line Company
P. 0. Box 3448
Tulsa, OK 74101
Attention: President

The date upon which such notice is so mailed shall be treated as the date of service.

STATE OF MISSOURI
COUNTY OF MONTGOMERY

The foregoing instrument was filed for record in my office on the 12 day of October 19 94 at the hour of 3 o'clock and 00 minutes P M., and recorded in Deed Book 356 on page 658

Witness my hand and office seal

Patricia Bufka, Circuit Clerk and Recorder

Patricia Bufka

By Cindy Kung Deputy

f:\rm0797\arco\ap\williams\exhibith.001

Exhibit H

TERMS OF RESERVED EASEMENT

1. The Easement shall be effective from the date of delivery hereof and shall terminate (a) at such time as Assignor shall surrender possession of the Communication Facilities, or (b) upon the expiration of the term of the Easement. Upon termination of the Easement, all rights herein reserved shall transfer to Assignee, its successors and assigns, and, if requested, Assignor shall forthwith execute and deliver a release and surrender of the Easement.

2. The Communications Facilities shall continue to be the property of Assignor so long as the Easement is in effect. Assignor shall have the right at any time to remove any or all of the Communications Facilities; provided, however, that within 180 days after the termination of the Easement for any of the reasons listed in paragraph 1 above, Assignor shall remove the Communications Facilities. If Assignor does not so remove within such 180-day period, the Communications Facilities shall be deemed to have been abandoned, and Assignee shall have the right to appropriate the Communications Facilities to Assignee's own use. The provisions for this paragraph 2 shall survive termination of the Easement.

3. In the maintenance, operation, inspection, repair, removal or replacement of the Communications Facilities, Assignor may utilize so much of Assignee's land as is reasonably necessary; provided, however, that Assignor shall not interfere unreasonably with the paramount right of Assignee in and to the use of such land.

4. If at any time, in the opinion of Assignee, it is necessary to move the Communications Facilities, or any part thereof, to avoid interference with Assignee's use or intended use of the land burdened by the Easement, Assignor, at Assignee's expense, shall remove and relocate the Communications Facilities to the location designated by Assignee within 90 days after receipt of notice from Assignee. In the event of such moving by Assignor of the Communications Facilities, or any part thereof, to another location, Assignee will execute and deliver to Assignor a substitute or supplemental grant of easement, upon the delivery of which the Easement shall thereupon cease and terminate.

5. Assignee shall have the right to use the land covered by the Easement for all purposes not inconsistent with the Easement, including, but not limited to, the right to construct pipelines or utility lines across, parallel with, over and underneath Assignor's Communications Facilities and also the right to construct asphalt, concrete or gravel parking areas or roads and fencing underneath and surrounding Assignor's Communications Facilities, together with the right to grant others similar rights.

6. Assignor shall exercise all due precaution and safety in exercising its rights under the Easement, and Assignor shall ditch by hand in the areas in which ditching cannot be safely performed by machinery. After any such work, any of Assignee's fences, parking areas or roads removed for access to the construction areas shall be repaired and/or replaced at the sole cost and expense of Assignor in as good, if not better, condition.

Exhibit F

ADDITIONAL PROPERTY

1. Warehouse Stock and Loose Pipe Inventory

2. Mainline Pumps and Motors at Kenneth Station

Exhibit "C"

MONTGOMERY County, State of MISSOURI

Line No.	Grantors	Grantee	Property Description	Date	Instrument Recorded	
					Book	Page

Exhibit "C"

MONTGOMERY County, State of MISSOURI

Line No.	Grantors	Grantee	Property Description	Date	Instrument Recorded	
					Book	Page
E 23 W 26 -	WELLSVILLE GATE SITE & ROADWAY - Loc. 50-5103					
	Brown-Strauss Corporation	Sinclair Pipe Line Company	Tract of land beginning at a point which is located 1309.5 feet West of the center of Section 26, Township 50 North, Range 6 West, thence South 65° 35' East 147 feet to the point of beginning of the Gate Site, thence South 24° 25' West 35 feet; thence South 65° 35' East 50 feet; thence North 24° 25' East 50 feet; thence North 65° 35' West 50 feet; thence South 24° 25' West 15 feet to the point of beginning; also a tract of land beginning at a point which is located 1309.5 feet West of the center of said Section 26; thence North 65° 35' West 222.5 feet; thence North 89° 45' West 755.5 feet; thence North 67° 07' West 447.6 feet; thence South 0° 09' West 17.8 feet; thence South 67° 07' East a distance of 470.1 feet along and with the northerly right of way line of the C.B.&Q. Railroad; thence South 89° 45' East 745.4 feet; thence South 65° 35' East 371.5 feet; thence North 24° 25' East 20 feet; thence North 65° 35' West 147 feet to the point of beginning, the two tracts containing .87 acres, more or less.	Apr. 9, 1953	169	445

Exhibit "C"

MONTGOMERY County, State of MISSOURI

Line No.	Grantors	Grantee	Property Description	Date	Instrument Recorded Book	Page
LL 5103 - ILLINOIS/ MISSOURI STATE LINE - MEXICO STATION - Loc. 50-5103						
264	Wellsville Fire Brick Company	ARCO Pipe Line Company	A 50' wide easement, being part of the NE¼ NE¼ of Section 28, Township 50 North, Range 6 West, described as follows: Commencing at the Northeast corner of said Section 28; thence with the North line of said Section, South 89° 34' West, 138.00 feet to a point; thence South 0° 18' West, 275.79 feet to a point of beginning of the center line of the easement herein described; thence with said center line as follows: North 66° 46' 50" West, 173.38 feet to a point; thence North 67° 11' 50" West, 216.64 feet to a point; thence North 67° 27' 30" West, 307.32 feet to a point in the north line of said Section 28 and the end of the center line herein described.	Aug. 7, 1986	296	815
265	M. F. Haines Minnie B. Haines	The Prairie Oil and Gas Company	SE¼ SE¼ Section 21, Township 50 North, Range 6 West; also across a private road along the West side of NW¼ NW¼ Section 27, Township 50 North, Range 6 West.	Jul. 29, 1913	89	514/515
266	W. T. Ellis Sarah E. Ellis	The Prairie Oil and Gas Company	SW¼ and W½ SE¼ Section 21, all in Township 50 North, Range 6 West.	Jul. 31, 1913	89	513/514
267	John Hrdina Emilie Hrdina	The Prairie Oil and Gas Company	That part of N½ SE¼ of Section 20, Township 50, Range 6 West, lying North of C.B.&Q. R.R.	Nov. 13, 1913	89	512/513

Exhibit "C"

MONTGOMERY County, State of MISSOURI

Line No.	Grantors	Grantee	Property Description	Date	Instrument Recorded Book	Page
LL 5103 - ILLINOIS/ MISSOURI STATE LINE - MEXICO STATION - Loc. 50-5103						
	Samuel Blackshaw Elizabeth Blackshaw	The Prairie Pipe Line Company	N½ SE¼ Section 31, Township 50 North, Range 5 West.	Sep. 3, 1929	126	589
	Samuel Blackshaw Lizzie Blackshaw	The Prairie Pipe Line Company	N½ SE¼ Section 31, Township 50 North, Range 5 West.	May 5, 1927	126	124
248	Annie Williams W. F. Williams Mary Williams	The Prairie Pipe Line Company	S½ S½ E½ NW¼ Section 31, Township 50, Range 5.	Oct. 6, 1916	99	97
249	J. S. Peery Catharine Peery	The Prairie Oil and Gas Company	SW¼ NW¼ Section 31, Township 50 North, Range 5 West.	Jul. 24, 1913	89	526/527
250	W. F. Williams Mary Williams	The Prairie Pipe Line Company	That part of my land in the SE¼ NE¼ Section 36, Township 50, Range 6.	Oct. 6, 1916	99	98
251	W. O. Williams Annie Williams	The Prairie Oil and Gas Company	NE¼ NE¼ of Section 36, Township 50, Range 6 West.	Sep. 25, 1913	89	524/525
252	J. D. Shocklee	The Prairie Oil and Gas Company	NW¼ NE¼ Section 36, Township 50, Range 6 West.	Sep. 12, 1913	89	523/524
253	E. S. Shocklee Josie Shocklee	The Prairie Oil and Gas Company	That part of the E½ NW¼ Section 36, Township 50, Range 6 West, lying North of the C.B.&Q. R.R. Right of Way.	Aug. 28, 1913	89	522/523
255	A. Grabenstein Sallie V. Grabenstein	The Prairie Pipe Line Company	W½ SW¼ Section 25, Township 50, Range 6, and 20 acres of land off of the E½ SE¼ of Section 26, Township 50, Range 6.	Apr. 24, 1917	99	427

Exhibit "C"

MONTGOMERY County, State of MISSOURI

Line No.	Grantors	Grantee	Property Description	Date	Instrument Recorded Book	Page
LL 5103 - ILLINOIS/ MISSOURI STATE LINE - MEXICO STATION - Loc. 50-5103						
	Iva Hensley Watts	The Prairie Pipe Line Company	N½ NW¼ Section 11, Township 49 North, Range 5 West.	Jul. 19, 1927	126	154
235	Dan W. Hensley Dotia E. Hensley	The Prairie Pipe Line Company	SE¼ Section 3, NE¼ Section 10, and 13 acres in the West part of NW¼ NW¼ Section 11, all in Township 49, Range 5.	Sep. 29, 1916	99	91
	Dan W. Hensley Docia Hensley	The Prairie Pipe Line Company	SE¼ Section 3, NE¼ of Section 10, and 13 acres in West part of NW¼ Section 11, all in Township 49 North, Range 5 West.	Jul. 19, 1927	126	152
236	Mrs. F. E. McQuoid Mattie B. Doherty Margaret A. Morrison Mary R. Schapp Hugh T. Gordon Fannie E. Wessel J. H. McQuoid Fannie E. Clare Anna May Hagood	The Prairie Pipe Line Company	SW¼ Section 3, Township 49, Range 5.	Oct. 30, 1916	99	197/198
237	G. M. Andrew S. J. Andrew	The Prairie Oil and Gas Company	NE¼ SE¼ Section 4, Township 49 North, Range 5 West.	Jul. 25, 1913	89	543/544
238A	Geo. R. McVey Irene McVey	The Prairie Oil and Gas Company	SE¼ NE¼ Section 4, Township 49 North, Range 5 West.	Jul. 28, 1913	89	542/543
239	J. J. Andrews Maggie Andrews	The Prairie Pipe Line Company	E½ NW¼ and SW¼ NE¼, all in Section 4, Township 49, Range 5.	Oct. 3, 1916	99	100

Exhibit "C"

MONTGOMERY County, State of MISSOURI

Line No.	Grantors	Grantee	Property Description	Date	Instrument Recorded Book	Page
LL 5103 - ILLINOIS/ MISSOURI STATE LINE - MEXICO STATION - Loc. 50-5103						
	T. E. Schowengerdt, Curator for John H. Schowengerdt	The Prairie Oil and Gas Company	SE¼ Section 22 and SW¼ Section 23, all in Township 49 North, Range 4 West, and the E½ NW¼ NE¼ of Section 21, Township 49 North, Range 4 West.	Aug. 13, 1913	89	555/556
	John F. Dale Georgia M. Dale	Sinclair Refining Company	N½ SE¼ Section 22, Township 49 North, Range 4 West.	Nov. 5, 1947	159	242
217 & 221 Cont'd.	John F. Dale Georgia M. Dale	Sinclair Refining Company	N½ SE¼ Section 22, Township 49 North, Range 4 West.	Jun. 2, 1948	159	274
220	H. C. Hupe Mattie Hupe	The Prairie Pipe Line Company	South and West of Lots L. M. & N., Schowengerdt's First Addition to Bellflower.	Sep. 26, 1916	99	93
222	Berry Hudson Bertie Hudson	The Prairie Pipe Line Company	NE¼ NW¼ and W½ NW¼ NE¼ Section 21, Township 49, Range 4 West.	Oct. 9, 1916	99	103
223	Geo. H. McClure Emma McClure Ellis McClure	The Prairie Oil and Gas Company	S½ SW¼ Section 16, Township 49 North, Range 4 West.	Aug. 11, 1913	89	565/566
224	John P. Rodgers, Jr. Anna Rodgers	The Prairie Oil and Gas Company	SE¼ Section 17, Township 49 North, Range 4 West.	Aug. 11, 1913	89	553/554
225	M. J. Leonard Annie Leonard	The Prairie Oil and Gas Company	S½ NW¼ and SW¼ Section 17, and E½ NE¼ Section 18, all in Township 49, Range 4 West.	Nov. 22, 1913	89	552/553

Exhibit "C"

MONTGOMERY County, State of MISSOURI

Line No.	Grantors	Grantee	Property Description	Date	Instrument Recorded Book	Page
LL 5103 - ILLINOIS/ MISSOURI STATE LINE - MEXICO STATION - Loc. 50-5103						
206, 218, 233, 245 & 268	Burlington Northern Railroad Company	ARCO Pipe Line Company	20' strip of land across NE¼ and SE¼ Section 20, Township 50 North, Range 6 West; SW¼ Section 32, Township 50 North, Range 5 West; NW¼ Section 11, Township 49 North, Range 5 West; SW/4 and SE/4 Section 22, Township 49 North, Range 4 West; and NW¼ Section 32, Township 49 North, Range 3 West.	Nov. 16, 1982	280	728
208	J. C. Dever Grace Dever	The Prairie Oil and Gas Company	50 acres, being the North part of the W½ NE¼ and 25.50 acres being part of the N½ of Lot 1 of NW¼ and 18 acres being part of the SW¼ NE¼ containing in all 93.50 acres all lying and being in Section 31, Township 49, Range 3 West, excepting 10½ acres deeded to the C.B.&Q. R.R. Co. in and through said lands.	Aug. 15, 1913	89	570/571
209	Frank Wells Theresa U. Wells	The Prairie Oil and Gas Company	NW¼ NW¼ Section 31, Township 49, Range 3 West.	Aug. 19, 1913	89	569/570
210	J. T. Spires Mollie F. Spires	The Prairie Oil and Gas Company	SW¼ SW¼ Section 30, Township 49, Range 3 West.	Aug. 15, 1913	89	567/568
211	L. B. Wagoner Josie V. Wagoner	The Prairie Oil and Gas Company	E½ SE¼ Section 25, Township 49, Range 4 West.	Aug. 18, 1913	89	566/567
212	Sam Graves Addie Graves	The Prairie Pipe Line Company	Part of the SW¼ SE¼ Section 25, Township 49, Range 4.	Sep. 26, 1916	99	89

EXHIBIT B

FEE PROPERTIES

None in this county

into Chariton County, to the Grand River north block valve, then continues northeasterly 3.7 miles through Chariton County to the Dean Lake block valve, then 19.9 miles northeasterly, through Chariton County and into Linn County, to the Marceline block valve. The pipeline continues 16.8 miles northeasterly, through Linn County and into Macon County, to the Ethel block valve, then continues in a northeasterly direction 21.8 miles, through Macon County crossing the Chariton River and into Adair County, to APL's Gibbs Station.

From Gibbs Station, the pipeline continues 19.1 miles in northeasterly direction, through Adair County and into Knox County, to the Baring block valve, then continues northeasterly 12.7 miles, through Knox County into Scotland County, to the Gorin block valve, then continues 23.0 miles in a east-northeasterly direction, through Scotland County and into Clark County, to the Des Moines River west block valve.

The pipeline then crosses the Des Moines River, into Lee County, Iowa, 1.6 miles east-northeasterly to the Des Moines River east block valve. From that point, the pipeline continues across Lee County, Iowa, in a east-northeasterly direction, ending at the Ft. Madison Delivery facility with connections to Sinclair's Ft. Madison Terminal and Norco Pipeline.

Carrollton to Wood River, Illinois (Approximately 192.6 Miles of Eight-Inch Diameter Trunkline)

The eight-inch diameter pipeline originates at APL's Carrollton Station, located in Carroll County, Missouri, and follows a generally easterly direction through Carroll County 13.9 miles to the DeWitt block valve, then continues easterly 4.6 miles to the Grand River west block valve. From this point, the pipeline continues easterly 1.4 miles, crossing the Grand River and entering Chariton County, then continues in a east-southeasterly direction through Chariton County 10.1 miles to the Keytesville block valve, then continues 14.4 miles in a east-southeasterly direction 14.4 miles, through Chariton County and into Randolph County, to the Roanoke block valve.

The pipeline continues in a east-southeasterly direction 18.9 miles through Randolph County to the Clark block valve, then continues in a east-southeasterly direction 1.49 miles through Randolph County, then entering and crossing Audrain County in a east-southeasterly direction 4.95 miles, then entering and crossing Boone County in a east-southeasterly direction 6.89 miles, then re-entering Audrain County and continuing 6.97 miles to APL's Mexico Station. From Mexico Station, the pipeline continues in a east-southeasterly direction through Audrain County to Apl's Mexico Delivery facility with connections to Sinclair's Mexico Terminal.

An idle pipeline segment, filled with nitrogen, continues from Mexico Terminal in a east-southeasterly direction 14.4 miles through Audrain County, then entering Montgomery County and continuing in an east-southeasterly direction to the Wellsville block valve. The pipeline continues 18.0 miles crossing Montgomery County in an east-southeasterly direction, turning to an easterly direction before entering Warren County and continuing to

0016614

EXHIBIT A

DESCRIPTION OF PIPELINE SYSTEM
PRODUCTS WHOLLY OWNED SYSTEM
Physical Pipeline Description

Neodesha, Kansas to Kenneth, Kansas (Approximately 119.1 Miles of Eight-Inch Diameter Trunkline)

The eight-inch diameter pipeline begins at APL's Neodesha Station and continues northeasterly 17.6 miles, through Wilson County and into Neosho county, to the Chanute block valve, then continues 17.7 miles in a north-northeasterly direction, through Neosho County and into Allen County, to APL's Iola Station.

From Iola Station, the pipeline continues 14.0 miles in a north-northeasterly direction, through Allen County and into Anderson County, to the Colony block valve, then continues in a northeasterly direction 13.7 miles through Anderson County to the Garnett block valve. The pipeline then continues 10.0 miles in a northeasterly direction through Anderson County to the Greeley block valve, then continues 4.1 miles northeasterly, through Anderson County and into Franklin County, to APL's Lane Station.

the pipeline continues northeasterly 8.0 miles from Lane Station, through Franklin County and into Miami County, to the Osawatomie block valve, then continues northeasterly 1.5 miles to the South Marais Des Cygnes River block valve, then crosses the river in a northeasterly direction .5 miles to the North Marais Des Cygnes River block valve, then continues 9.0 miles in a northeasterly direction to the Paola block valve, then 7.5 northeasterly to the Chiles Junction block valve. From Chiles Junction, the pipeline continues in a north-northeasterly direction 15.5 miles, through Miami County and into Johnson County, to APL's Kenneth Station.

Kenneth to Kansas City, Kansas (Approximately 19.2 Miles of Six-Inch Diameter and Eight-Inch Diameter Trunkline)

The pipeline originates at APL's Kenneth Station, Johnson County, Kansas, as six-inch diameter pipe and follows a generally north-northwesterly direction through Johnson County, Kansas, for approximately 3.5 miles to a point near Highway 150 where the pipeline becomes eight-inch and continues north-northeasterly approximately 1.933 miles to a point near 125th and Metcalf, Overland Park, Kansas. The pipeline then continues in a northerly direction 2.07 miles to the Overland Park block valve at 107th and Metcalf. The pipeline continues in a northerly direction 7.15 miles along Metcalf to a point near 54th Street, then follows a westerly direction .15 miles to Foster Street, then continues in a northerly direction as a six-inch diameter pipeline for .50 miles along Foster to the Foster

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BE IT REMEMBERED, that the undersigned, a Notary Public, duly qualified, sworn and acting in and for the State of Texas, hereby certify that, on this 28th day of September, 1994, there appeared before me Michael A. Diakiw, acting as Attorney-in-Fact of ARCO Pipe Line Company, a Delaware corporation.

(Missouri)

On this date, before me, personally appeared such person, to me personally known, who, being by me duly affirmed, did say that he is the designated agent of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument was signed on behalf of the corporation by authority of its Board of Directors and that such person acknowledged the instrument to be the free act and deed of the corporation.

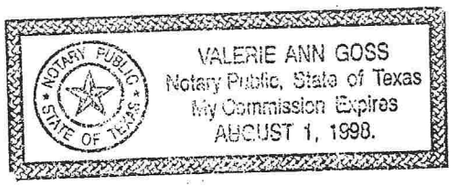
(Iowa)

On this date, before me, personally appeared such person, to me personally known, who, being by me duly affirmed, did say that he is the designated agent of said corporation executing the foregoing instrument, that the seal affixed to said instrument is the corporate seal of said corporation, that the instrument was signed on behalf of the corporation by authority of its Board of Directors, and that such person acknowledged the execution of such instrument to be the voluntary act and deed of the corporation by it and by him voluntarily executed.

(Kansas and Illinois)

This instrument was acknowledged before me on this date, by the aforementioned person, as the designated agent of said corporation, on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County of Harris and State of Texas, this 28th day of September, 1994.



Valerie Ann Goss
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

APPENDIX F-2

PROPERTY TAX MAP REPORT

Wellsville Firebrick Plant
1199 Highway 19
Wellsville, MO 63384

Inquiry Number: 6447784.6
April 13, 2021

The EDR Property Tax Map Report

Environmental Data Resources Inc

6 Armstrong Road
Shelton, CT 06484
800.352.0050
www.edrnet.com

EDR Property Tax Map Report

Environmental Data Resources, Inc.'s EDR Property Tax Map Report is designed to assist environmental professionals in evaluating potential environmental conditions on a target property by understanding property boundaries and other characteristics. The report includes a search of available property tax maps, which include information on boundaries for the target property and neighboring properties, addresses, parcel identification numbers, as well as other data typically used in property location and identification.

NO COVERAGE

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction orforecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2017 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc. or its affiliates is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

APPENDIX F-3

BUILDING PERMIT REPORT

Wellsville Firebrick Plant
1199 Highway 19
Wellsville, MO 63384

Inquiry Number: 6447784.8
April 13, 2021

EDR Building Permit Report

Target Property and Adjoining Properties

Environmental Data Resources Inc

6 Armstrong Road
Shelton, CT 06484
800.352.0050
www.edrnet.com

EDR Building Permit Report: Search Documentation

4/13/21

Site Name:
Wellsville Firebrick
1199 Highway 19
Wellsville, MO 63384

EDR Inquiry # 6447784.8

Client Name:
Tetra Tech EMI
415 Oak Street
Kansas City, MO 64106

Contact: Kaitlyn Mitchell

Search Documentation

DATA GAP

The complete collection of Building Permit data available to EDR has been searched, and as of 4/13/21, EDR does not have access to building permits in the city where your target property is located (Wellsville, MO).

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. NO WARRANTY EXPRESSED ORIMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THEMAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALLRISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OFERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL,INCIDENTAL CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLYLIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT. Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risklevels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providingany facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by anenvironmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to beconstrued as legal advice.

Copyright 2017 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

EDR BUILDING PERMIT REPORT

About This Report

The EDR Building Permit Report provides a practical and efficient method to search building department records for indications of environmental conditions. Generated via a search of municipal building permit records gathered from more than 1,600 cities nationwide, this report will assist you in meeting the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13), or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

Building permit data can be used to identify current and/or former operations and structures/features of environmental concern. The data can provide information on a target property and adjoining properties such as the presence of underground storage tanks, pump islands, sumps, drywells, etc., as well as information regarding water, sewer, natural gas, electrical connection dates, and current/former septic tanks.

ASTM and EPA Requirements

ASTM E 1527-13 lists building department records as a "standard historical source," as detailed in § 8.3.4.7: "Building Department Records - The term building department records means those records of the local government in which the property is located indicating permission of the local government to construct, alter, or demolish improvements on the property." ASTM also states that "Uses in the area surrounding the property shall be identified in the report, but this task is required only to the extent that this information is revealed in the course of researching the property itself."

EPA's Standards and Practices for All Appropriate Inquires (AAI) states: "§312.24: Reviews of historical sources of information. (a) Historical documents and records must be reviewed for the purposes of achieving the objectives and performance factors of §312.20(e) and (f). Historical documents and records may include, but are not limited to, aerial photographs, fire insurance maps, building department records, chain of title documents, and land use records."

Methodology

EDR has developed the EDR Building Permit Report through our partnership with BuildFax, the nation's largest repository of building department records. BuildFax collects, updates, and manages building department records from local municipal governments. The database now includes 30 million permits, on more than 10 million properties across 1,600 cities in the United States.

The EDR Building Permit Report comprises local municipal building permit records, gathered directly from local jurisdictions, including both target property and adjoining properties. Years of coverage vary by municipality. Data reported includes (where available): date of permit, permit type, permit number, status, valuation, contractor company, contractor name, and description.

Incoming permit data is checked at seven stages in a regimented quality control process, from initial data source interview, to data preparation, through final auditing. To ensure the building department is accurate, each of the seven quality control stages contains, on average, 15 additional quality checks, resulting in a process of approximately 105 quality control "touch points."

For more information about the EDR Building Permit Report, please contact your EDR Account Executive at (800) 352-0050.

EDR® Environmental Data Resources Inc

BUILDFAX® PROPERTY HISTORY

APPENDIX F-4

HISTORICAL AERIAL MAPS

Wellsville Firebrick Plant

1199 Highway 19

Wellsville, MO 63384

Inquiry Number: 6447784.11

April 15, 2021

The EDR Aerial Photo Decade Package

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Aerial Photo Decade Package

04/15/21

Site Name:

Wellsville Firebrick Plant
1199 Highway 19
Wellsville, MO 63384
EDR Inquiry # 6447784.11

Client Name:

Tetra Tech EMI
415 Oak Street
Kansas City, MO 64106
Contact: Kaitlyn Mitchell

Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

Search Results:

Year	*Scale*	*Details*	*Source*
2016	1"=500'	Flight Year: 2016	USDA/NAIP
2012	1"=500'	Flight Year: 2012	USDA/NAIP
2009	1"=500'	Flight Year: 2009	USDA/NAIP
2006	1"=500'	Flight Year: 2006	USDA/NAIP
1995	1"=500'	Acquisition Date: February 26, 1995	USGS/DOQQ
1990	1"=750'	Flight Date: April 08, 1990	USGS
1984	1"=500'	Flight Date: April 18, 1984	USGS
1980	1"=500'	Flight Date: November 04, 1980	USGS
1972	1"=500'	Flight Date: April 25, 1972	USGS
1956	1"=500'	Flight Date: April 20, 1956	USGS

When delivered electronically by EDR, the aerial photo images included with this report are for ONE TIME USE ONLY. Further reproduction of these aerial photo images is prohibited without permission from EDR. For more information contact your EDR Account Executive.

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT. Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

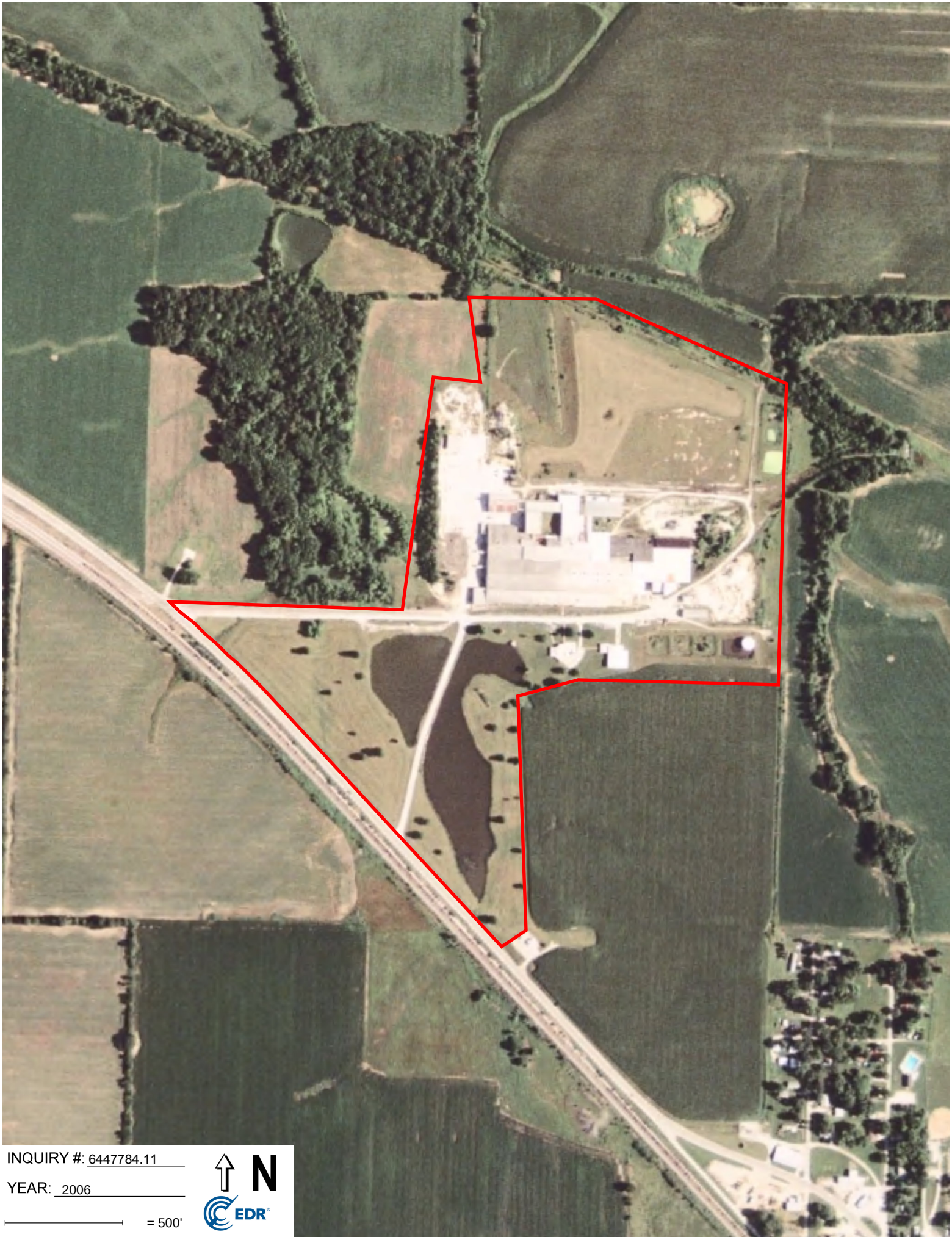
Copyright 2021 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

INQUIRY #: 6447784.11
YEAR: 2016
= 500'
N
EDR

INQUIRY #: 6447784.11
YEAR: 2012
= 500'
N
EDR

INQUIRY #: 6447784.11
YEAR: 2009
= 500'
N
EDR



INQUIRY #: 6447784.11

YEAR: 2006

= 500'

N

EDR

INQUIRY #: 6447784.11

YEAR: 1995

= 500'

N

EDR

INQUIRY #: 6447784.11

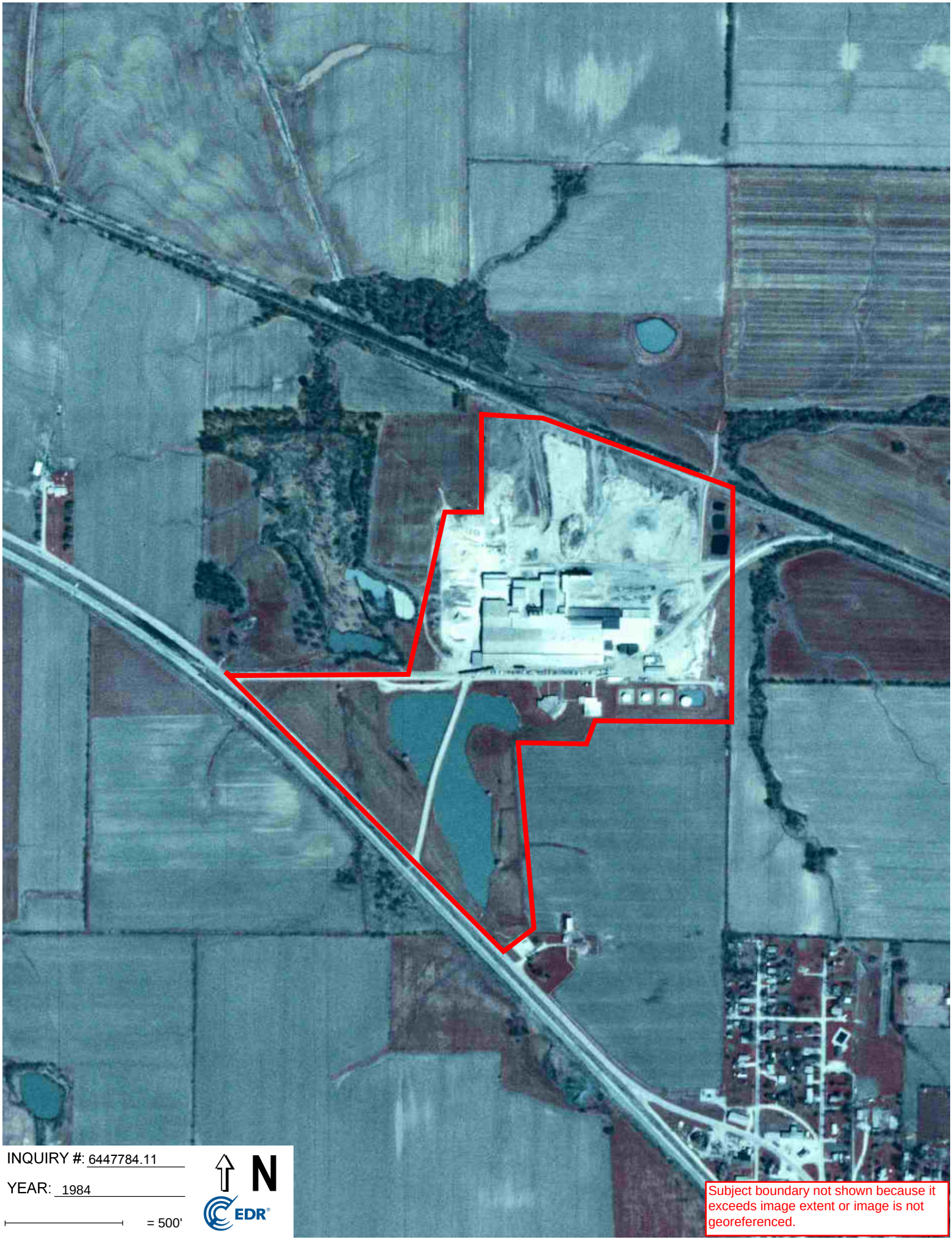
YEAR: 1990

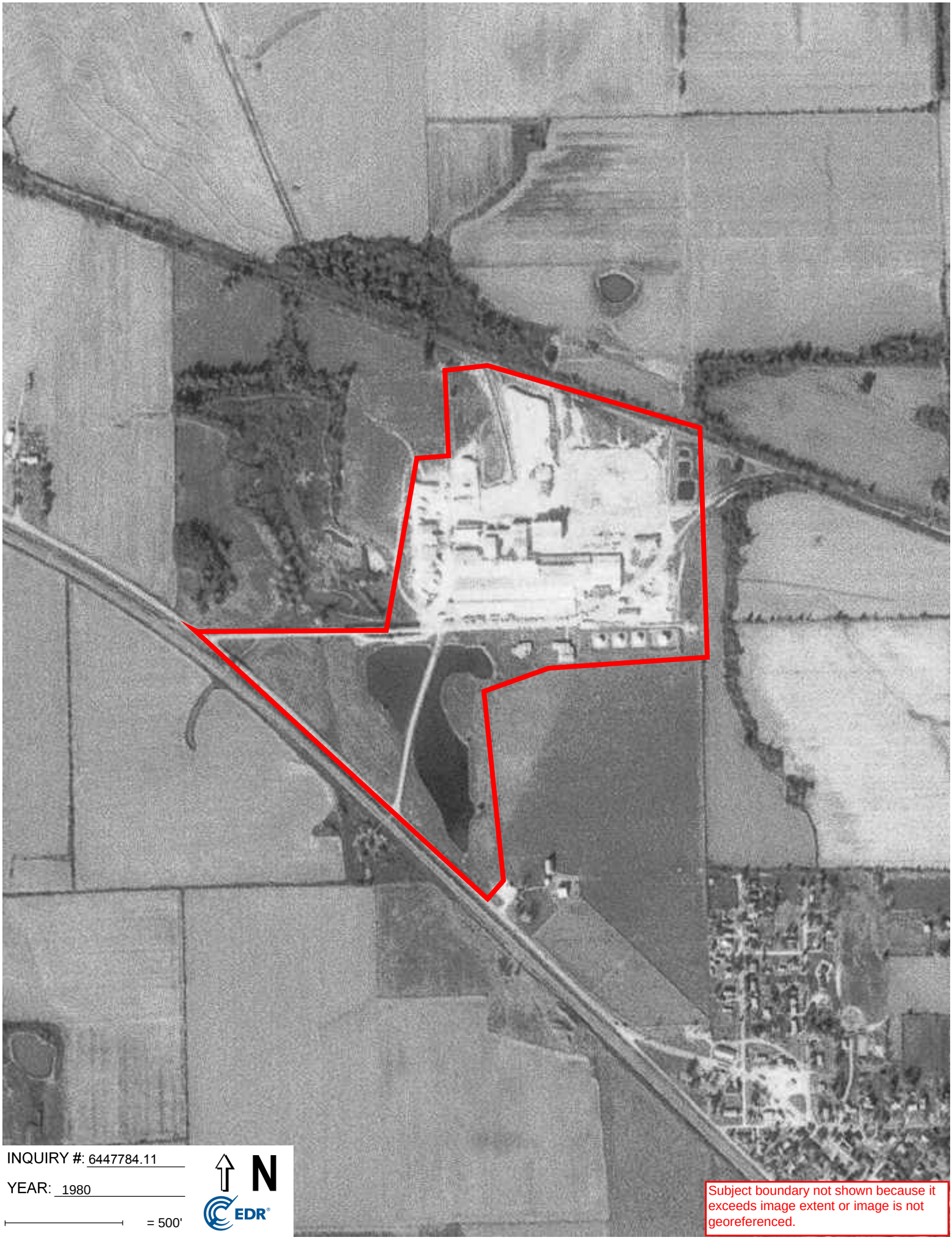
= 750'

N

EDR

Subject boundary not shown because it exceeds image extent or image is not georeferenced.


INQUIRY #: 6447784.11
YEAR: 1984
= 500'
N
EDR
Subject boundary not shown because it exceeds image extent or image is not georeferenced.



INQUIRY #: 6447784.11

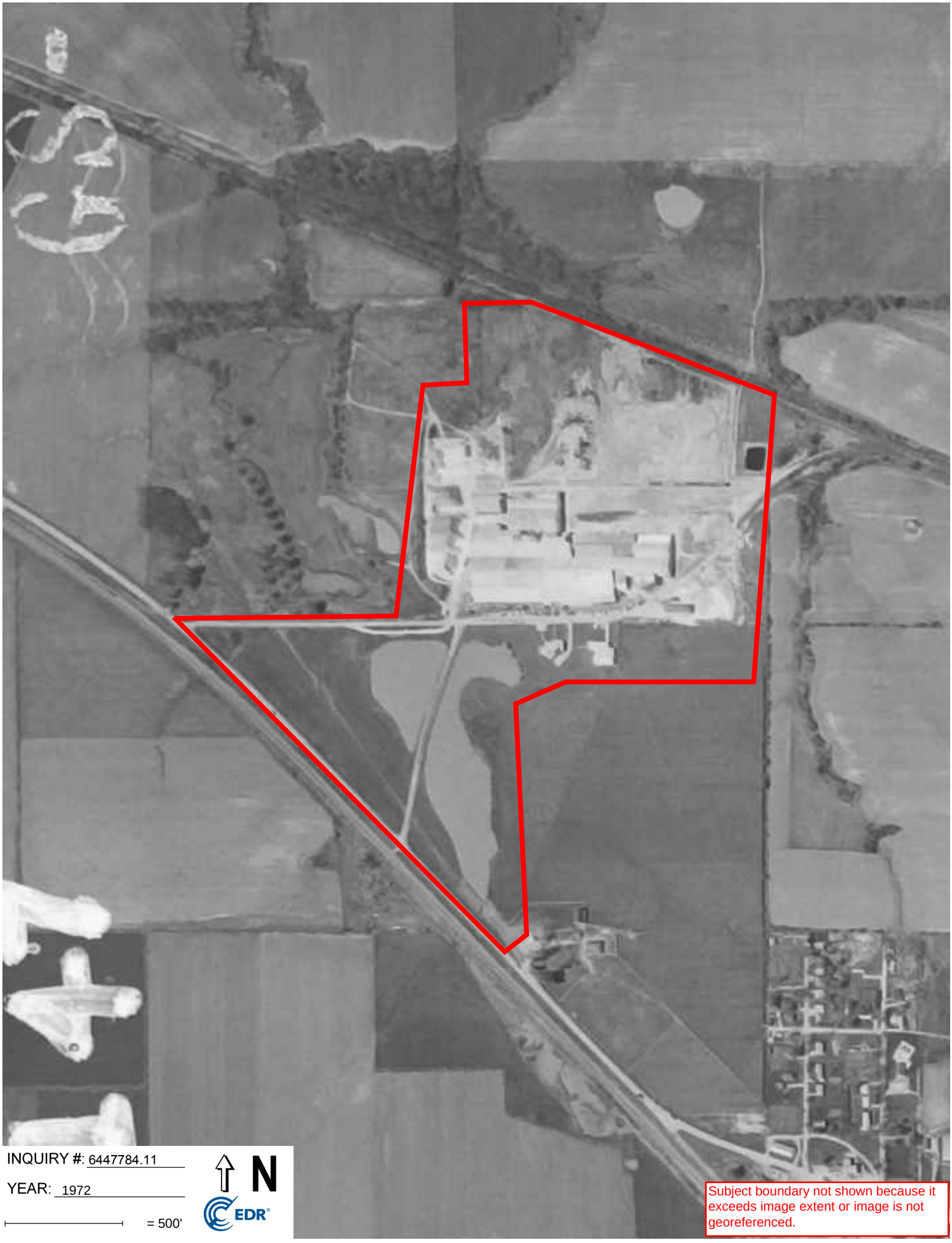
YEAR: 1980

= 500'

N

EDR

Subject boundary not shown because it exceeds image extent or image is not georeferenced.



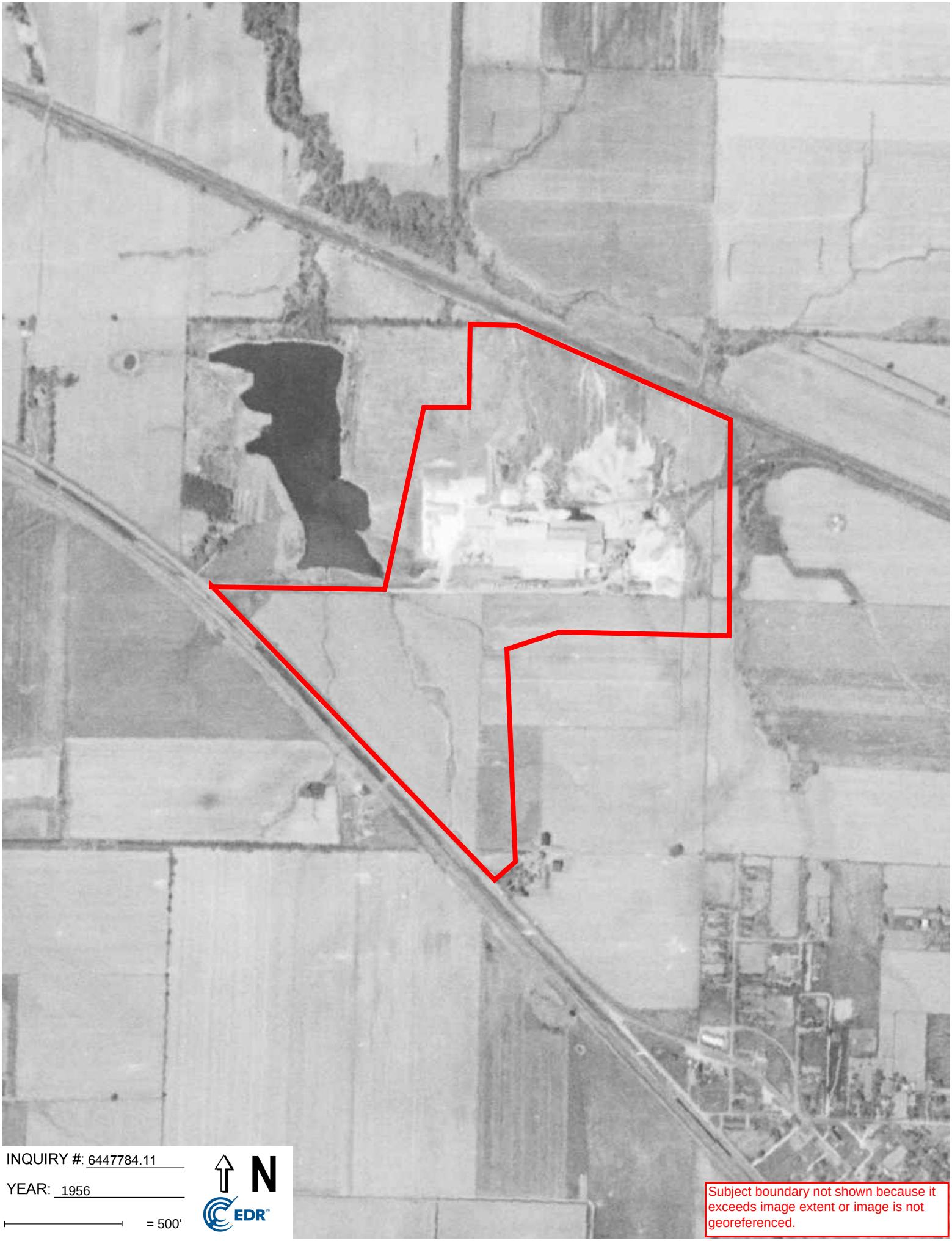
INQUIRY #: 6447784.11

YEAR: 1972

= 500'

N

EDR



INQUIRY #: 6447784.11

YEAR: 1956

= 500'

N

EDR

Subject boundary not shown because it exceeds image extent or image is not georeferenced.

APPENDIX F-5

HISTORICAL SANBORN FIRE INSURANCE MAPS

Wellsville Firebrick Plant
1199 Highway 19
Wellsville, MO 63384

Inquiry Number: 6447784.3
April 13, 2021

Certified Sanborn® Map Report

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

Certified Sanborn® Map Report

04/13/21

Site Name:

Wellsville Firebrick Plant
1199 Highway 19
Wellsville, MO 63384
EDR Inquiry # 6447784.3

Client Name:

Tetra Tech EMI
415 Oak Street
Kansas City, MO 64106
Contact: Kaitlyn Mitchell

The Sanborn Library has been searched by EDR and maps covering the target property location as provided by Tetra Tech EMI were identified for the years listed below. The Sanborn Library is the largest, most complete collection of fire insurance maps. The collection includes maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow, and others. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by the Sanborn Library LLC, the copyright holder for the collection. Results can be authenticated by visiting www.edrnet.com/sanborn.

The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

Certified Sanborn Results:

Certification # 51C0-4D93-AEDF

PO # 103G65210190.04.01

Project Wellsville Firebrick Plant

UNMAPPED PROPERTY

This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on client supplied target property information, and fire insurance maps covering the target property were not found.

Sanborn® Library search results

Certification #: 51C0-4D93-AEDF

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- ☑ Library of Congress
- ☑ University Publications of America
- ☑ EDR Private Collection

The Sanborn Library LLC Since 1866™

Limited Permission To Make Copies

Tetra Tech EMI (the client) is permitted to make up to FIVE photocopies of this Sanborn Map transmittal and each fire insurance map accompanying this report solely for the limited use of its customer. No one other than the client is authorized to make copies. Upon request made directly to an EDR Account Executive, the client may be permitted to make a limited number of additional photocopies. This permission is conditioned upon compliance by the client, its customer and their agents with EDR's copyright policy; a copy of which is available upon request.

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT. Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2021 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

APPENDIX F-6

HISTORICAL TOPOGRAPHIC MAPS

Wellsville Firebrick Plant
1199 Highway 19
Wellsville, MO 63384

Inquiry Number: 6447784.4
April 13, 2021

EDR Historical Topo Map Report

with QuadMatch™

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Historical Topo Map Report

04/13/21

Site Name:

Wellsville Firebrick Plant
1199 Highway 19
Wellsville, MO 63384
EDR Inquiry # 6447784.4

Client Name:

Tetra Tech EMI
415 Oak Street
Kansas City, MO 64106
Contact: Kaitlyn Mitchell

EDR Topographic Map Library has been searched by EDR and maps covering the target property location as provided by Tetra Tech EMI were identified for the years listed below. EDR's Historical Topo Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDRs Historical Topo Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the late 1800s.

Search Results:

P.O.# 103G65210190.04.01

Project: Wellsville Firebrick Plant

Coordinates:

Latitude:	39.084089 39° 5' 3" North
Longitude:	-91.579867 -91° 34' 48" West
UTM Zone:	Zone 15 North
UTM X Meters:	622828.73
UTM Y Meters:	4327067.90
Elevation:	802.16' above sea level

Maps Provided:

2015
1984
1973
1942
1890

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT. Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2021 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

2015 Source Sheets

Wellsville
2015
7.5-minute, 24000

1984 Source Sheets

Wellsville
1984
7.5-minute, 24000
Aerial Photo Revised 1982

1973 Source Sheets

Wellsville
1973
7.5-minute, 24000
Aerial Photo Revised 1972

1942 Source Sheets

Wellsville
1942
15-minute, 62500

Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

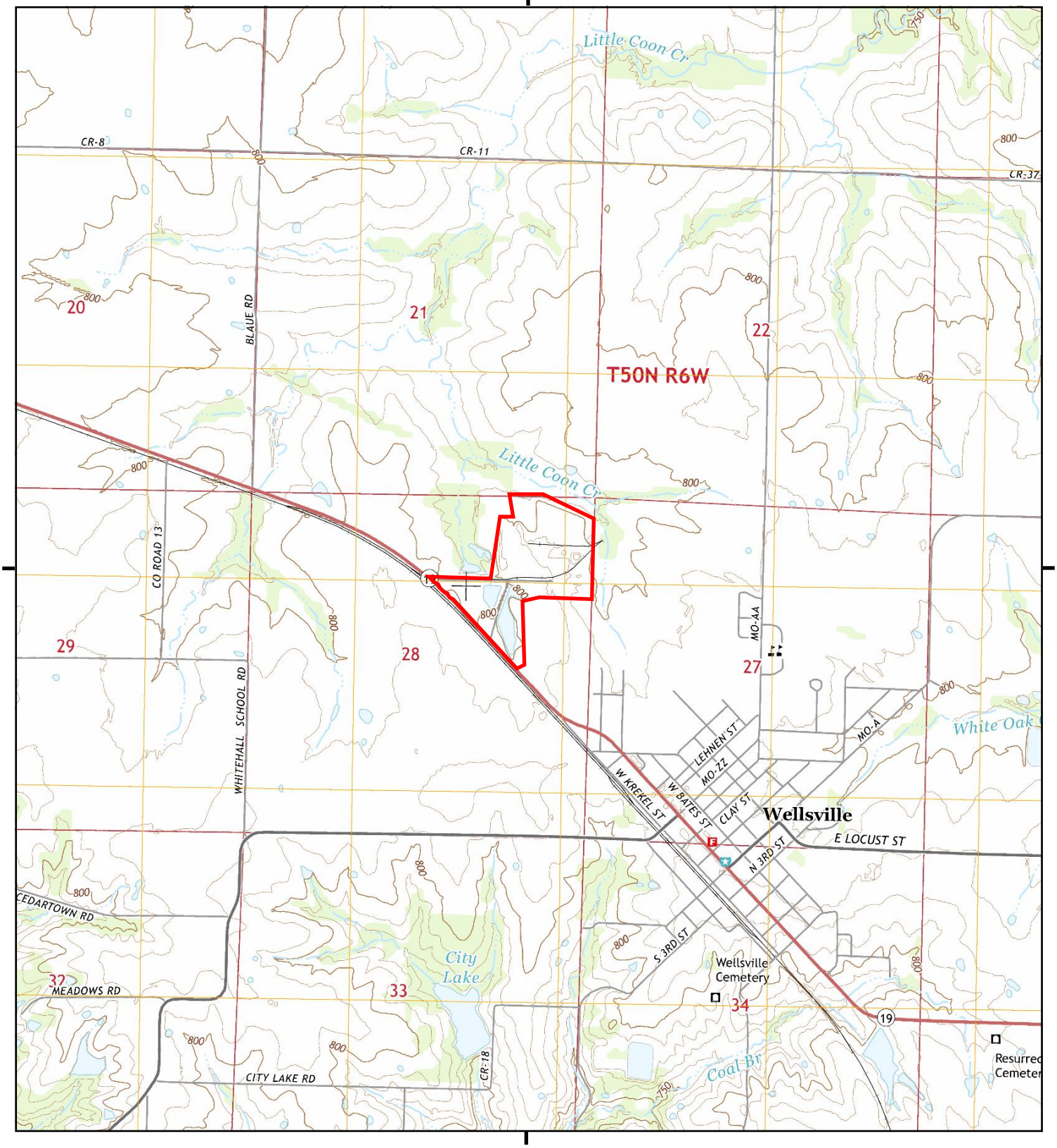
1890 Source Sheets

Mexico
1890
30-minute, 125000

Perry
1890
30-minute, 125000

Historical Topo Map

2015



This report includes information from the following map sheet(s).

0 Miles 0.25 0.5 1 1.5

NW N NE
W E
SW S SE

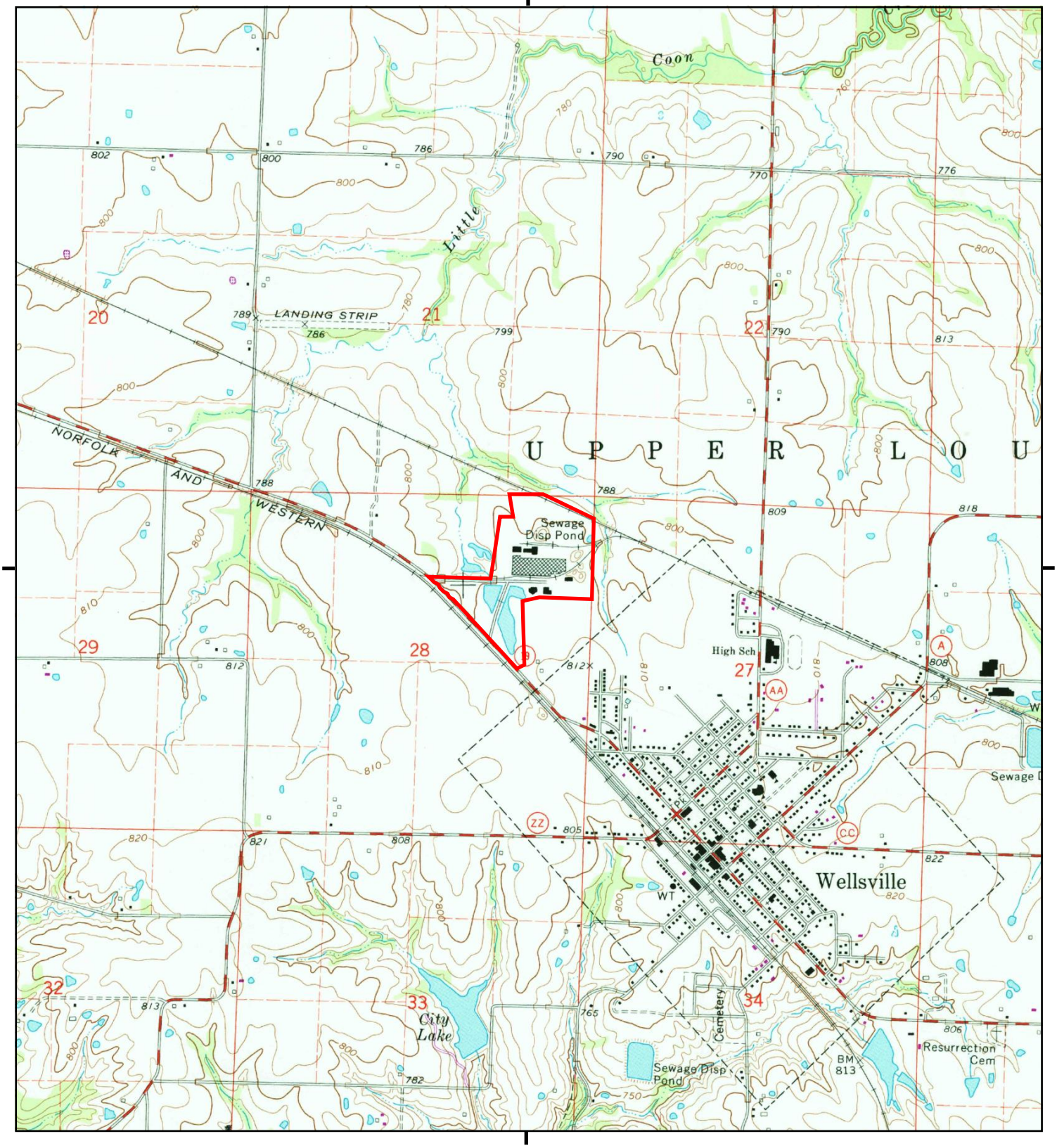
TP, Wellsville, 2015, 7.5-minute

SITE NAME: Wellsville Firebrick Plant
ADDRESS: 1199 Highway 19
Wellsville, MO 63384
CLIENT: Tetra Tech EMI

N

Historical Topo Map

1984



This report includes information from the following map sheet(s).

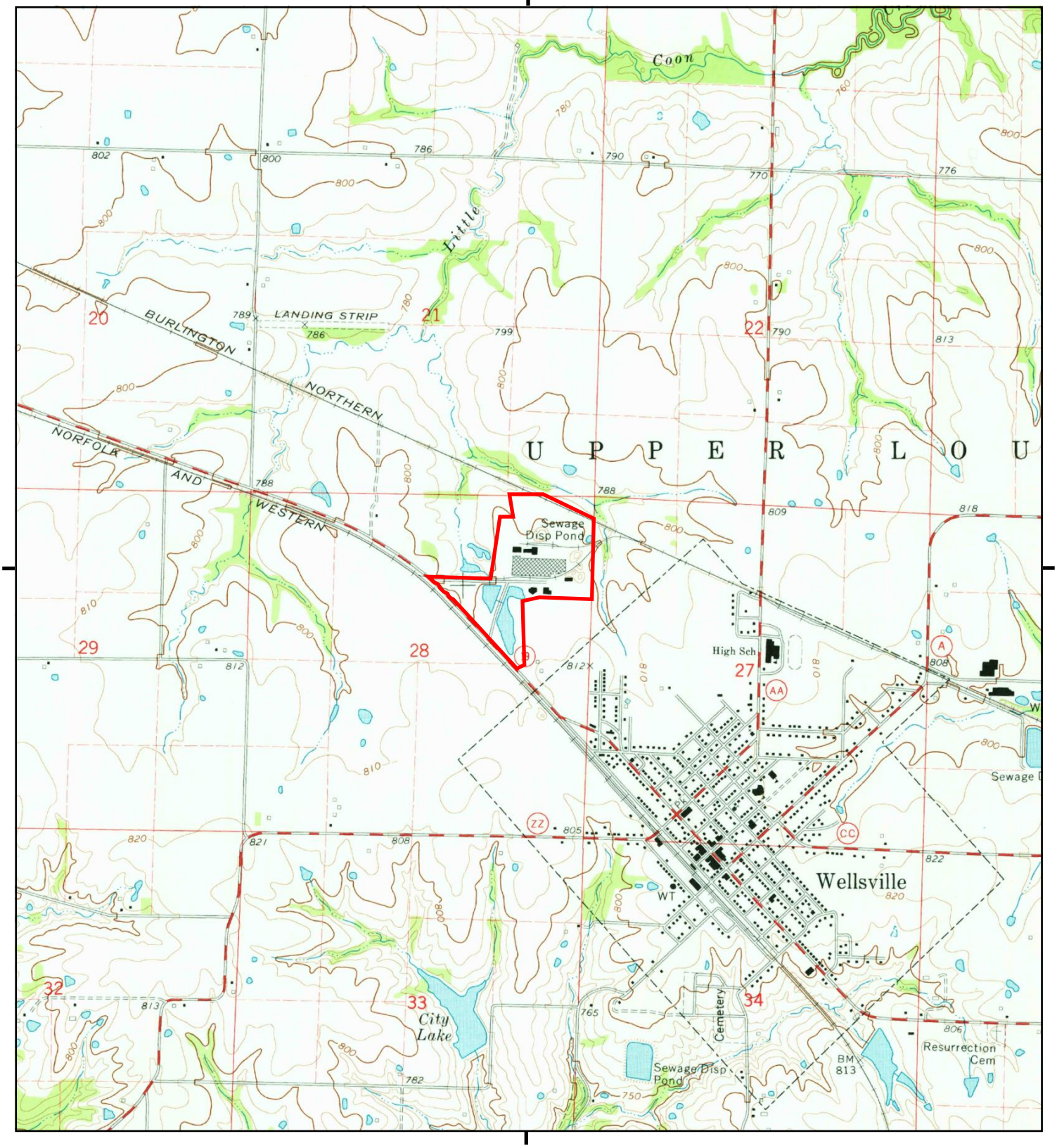
0 Miles 0.25 0.5 1 1.5

NW N NE
W E
SW S SE

TP, Wellsville, 1984, 7.5-minute

SITE NAME: Wellsville Firebrick Plant
ADDRESS: 1199 Highway 19
Wellsville, MO 63384
CLIENT: Tetra Tech EMI

N



This report includes information from the following map sheet(s).

0 Miles 0.25 0.5 1 1.5

NW N NE
W E
SW S SE

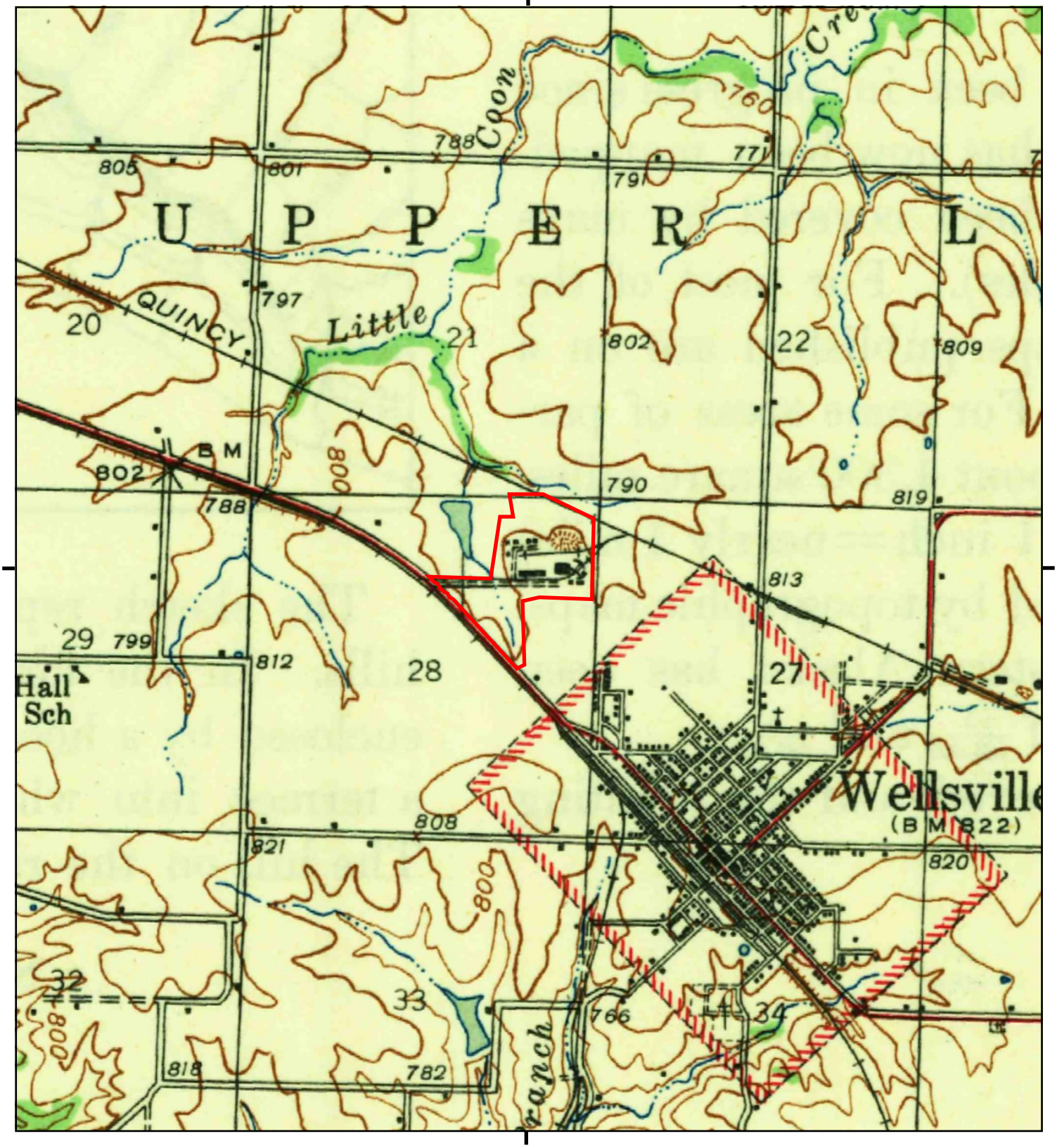
TP, Wellsville, 1973, 7.5-minute

SITE NAME: Wellsville Firebrick Plant
ADDRESS: 1199 Highway 19
Wellsville, MO 63384
CLIENT: Tetra Tech EMI

N

Historical Topo Map

1942



This report includes information from the following map sheet(s).

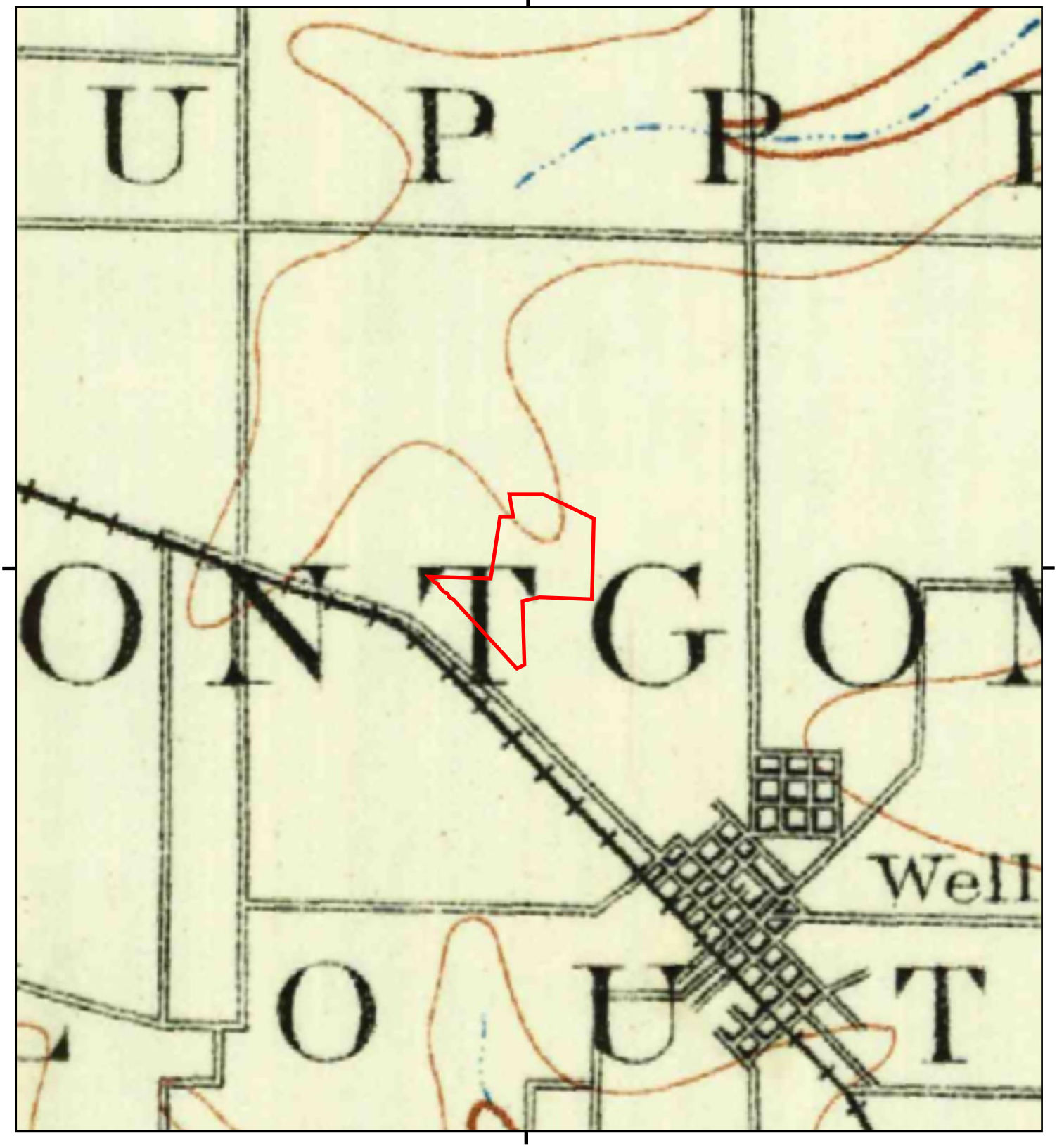
0 Miles 0.25 0.5 1 1.5

NW N NE
W E
SW S SE

TP, Wellsville, 1942, 15-minute

SITE NAME: Wellsville Firebrick Plant
ADDRESS: 1199 Highway 19
Wellsville, MO 63384
CLIENT: Tetra Tech EMI

N



This report includes information from the following map sheet(s).

0 Miles 0.25 0.5 1 1.5

NW N NE
W E
SW S SE

TP, Mexico, 1890, 30-minute
TP, Perry, 1890, 30-minute

SITE NAME: Wellsville Firebrick Plant
ADDRESS: 1199 Highway 19
Wellsville, MO 63384
CLIENT: Tetra Tech EMI

N

APPENDIX F-7

HISTORICAL CITY DIRECTORY SEARCH

Wellsville Firebrick Plant
1199 Highway 19
Wellsville, MO 63384

Inquiry Number: 6447784.5
April 14, 2021

The EDR-City Directory Image Report

EDR® Environmental Data Resources Inc

6 Armstrong Road
Shelton, CT 06484
800.352.0050
www.edrnet.com

TABLE OF CONTENTS

SECTION

Executive Summary

Findings

City Directory Images

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction orforecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2020 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc. or its affiliates is prohibited without prior written permission.

EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

EXECUTIVE SUMMARY

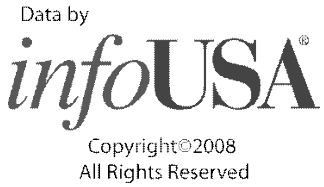
DESCRIPTION

Environmental Data Resources, Inc.'s (EDR) City Directory Report is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's City Directory Report includes a search of available city directory data at 5 year intervals.

RECORD SOURCES

EDR's Digital Archive combines historical directory listings from sources such as Cole Information and Dun & Bradstreet. These standard sources of property information complement and enhance each other to provide a more comprehensive report.

EDR is licensed to reproduce certain City Directory works by the copyright holders of those works. The purchaser of this EDR City Directory Report may include it in report(s) delivered to a customer. Reproduction of City Directories without permission of the publisher or licensed vendor may be a violation of copyright.



RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. A check mark indicates where information was identified in the source and provided in this report.

Year	Target Street	Cross Street	Source
2017	☐	☐	EDR Digital Archive
2014	☑	☐	EDR Digital Archive
2010	☑	☐	EDR Digital Archive
2005	☑	☐	EDR Digital Archive
2000	☑	☐	EDR Digital Archive
1995	☐	☐	EDR Digital Archive
1992	☐	☐	EDR Digital Archive

FINDINGS

TARGET PROPERTY STREET

1199 Highway 19
Wellsville, MO 63384

Year	*CD Image*	*Source*	
N HIGHWAY 19			
2017	-	EDR Digital Archive	Target and Adjoining not listed in Source
2014	pg A1	EDR Digital Archive	
2010	pg A2	EDR Digital Archive	
2005	pg A3	EDR Digital Archive	
2000	pg A4	EDR Digital Archive	
1995	-	EDR Digital Archive	Target and Adjoining not listed in Source
1992	-	EDR Digital Archive	Target and Adjoining not listed in Source
NORTH HIGHWAY 19			
2000	pg A5	EDR Digital Archive	

FINDINGS

CROSS STREETS

No Cross Streets Identified

City Directory Images

Target Street	Cross Street	Source
✓	-	EDR Digital Archive

N HIGHWAY 19 2014

919	MAY, GLEN R
934	ANGEL, WESLEY R
1032	ECKLER, ROGER E
1093	DODSON, BETTY W
1098	GARUFI, VINCENT E
1100	NATION, R V
1102	GOOCH, JAMES E
1104	NATION, JAMES D
1130	MCCLAIN, WILLIAM H
1134	RAUCH, CHARLES C
1199	CONNOR, CRYSTAL
1213	BICKELL, DAN A
1229	KOESTER, FRANK V

Target Street	Cross Street	Source
✓	-	EDR Digital Archive

N HIGHWAY 19 2010

841	IBP HOG BUYING STATION
919	FORT, GENE
934	ANGEL, WESLEY A
1032	OCCUPANT UNKNOWN,
1093	DODSON, BETTY W
1098	GARUFI, VINCENT E
1100	NATION, R V
1102	GOOCH, JAMES E
1104	NATION, CURTIS A
1130	MCCLAIN, WILLIAM H
1134	RAUCH, CHARLES C
1199	LANPHIER, ROBERT R
1213	BICKELL, DANNY A
1229	KOESTER, FRANK V

Target Street	Cross Street	Source
✓	-	EDR Digital Archive

N HIGHWAY 19 2005

841	IBP HOG BUYING STATION TYSON FRESH MEATS
919	FORT, GENE
1032	HILDEBRAND, LETA M
1093	DODSON, BETTY W
1098	NATION, VIRGINIA
1100	NATION, R V
1102	GOOCH, JAMES E
1104	NATION, JAMES D
1130	MCCLAIN, WILLIAM H
1134	RAUCH, CHARLES C
1229	KOESTER, FRANK V

Target Street	Cross Street	Source
✓	-	EDR Digital Archive

N HIGHWAY 19 2000

919	FORT, GENE
934	ANGEL, WESLEY
1032	HILDEBRAND, LINDELL
1093	DODSON, BETTY
1098	GARUFI, VINCENT
1104	NATION, CURTIS
1134	RAUCH, CHARLES F
1199	WELLSVILLE FIRE BRICK CO
1229	KOESTER, FRANK

Target Street	Cross Street	Source
✓	-	EDR Digital Archive

NORTH HIGHWAY 19 2000

1131 OLEARY, ALLAN H

APPENDIX G

RESUMES

TETRA TECH

Kaitlyn Mitchell

Project Manager/Environmental Scientist

EXPERIENCE SUMMARY

Ms. Mitchell is an Environmental Scientist with eleven years of experience managing projects and providing technical support for clients in the government and private sectors. Major area of expertise includes Phase I and II ESAs; National Environmental Policy Act (NEPA) reporting; hazardous materials surveys including asbestos, lead, mold, and household hazardous waste; demolition and abatement contractor oversight. Project management in these areas includes, managing multiple project sites simultaneously; overseeing field teams; technical report preparation; environmental field sampling; quality control and quality assurance for environmental field work; and client communication. Ms. Mitchell has worked for over a decade on brownfield sites throughout EPA Region 7 under various federal, state, and municipal contracts. Ms. Mitchell has participated in emergency response training for the EPA dealing with chemical, biological and radiological agents. Ms. Mitchell has also worked extensively on creating proposals and cost estimates to finalize time critical submittals.

EDUCATION

M.E., Project Management, University of Kansas, 2017

B.S., Environmental Science, University of Kansas, 2010

Minor, Geography, University of Kansas, 2010

AREAS OF EXPERTISE

Project Management

Phase I ESAs

Asbestos, Lead-Based Paint, Mold

NEPA Reporting

Environmental Sampling

KEY TRAINING/ CERTIFICATIONS

40-hour OSHA HAZWOPER with 8-hour Refreshers

CPR and Standard First Aid

AHERA Asbestos Inspector

Current Asbestos Inspector License for the State of Iowa and Missouri.

OFFICE

Kansas City, MO

YEARS OF EXPERIENCE

11

CONTACT

816-412-1742

RELEVANT EXPERIENCE

Environmental Analysis and Permitting

Unified Government (UG) Brownfields Assessment Grant Program – Kansas City, Kansas. 12/22/2014 to Present - Ms. Mitchell is the Program Manager for the “One-KC Bi-State Grant” program administered by the UG. To date, Tetra Tech has completed ESAs at dozens of sites, ranging from small single building commercial sites to area-wide assessments covering city blocks and dozens of structures. The assessments included Phase I and II ESAs, hazardous materials assessments (including ACM, LBP/LCM, PCB, and other hazardous materials), UST assessment and removal, and PCAs. For each site, a QAPP was developed and approved by EPA. Coordination with end users, UG officials, EPA, and KDHE was necessary for project success. As Program Manager, Ms. Mitchell provides critical communication with the client, has written and reviewed the final deliverables, and participated in community outreach seminars and meetings to work with stakeholders on various redevelopment plans under the contract.

REPA Targeted Brownfields Assessment Program – EPA Region 7. 2019 to Present - Ms. Mitchell is the Project Manager for the REPA 6 Zone III Target Brownfields Assessment program for EPA Region 7. Tetra Tech will complete Phase I and II ESAs, hazardous materials assessments (including ACM, LBP/LCM, PCB, and other hazardous materials), UST assessment and removal, and ABCAs. For each site, a QAPP will be developed and approved by EPA. Coordination with end users, community stakeholders, EPA, and KDHE will be necessary for project success. As Program Manager, Ms. Mitchell provides critical communication with the client, has written and reviewed the final deliverables, and participated in community outreach seminars and meetings to work with stakeholders on various redevelopment plans under the contract.

Kansas City, Missouri On-Call Environmental Services Contract – Kansas City, Missouri. 2014 to Present

Ms. Mitchell is the Project Manager for the "One-KC Bi-State Grant" program administered by city of Kansas City, Missouri (KCMO). To date, Tetra Tech has completed ESAs at dozens of sites, ranging from small single building commercial sites to area-wide assessments covering city blocks and dozens of structures. The assessments included Phase I and II ESAs, hazardous materials assessments (including ACM, LBP/LCM, PCB, and other hazardous materials), UST assessment and removal, and PCAs. For each site, a QAPP was developed and approved by EPA. Coordination with end users, KCMO officials, EPA, and KDHE was necessary for project success. As Project Manager, Ms. Mitchell provides critical communication with the client, has written and reviewed the final deliverables, and participated in community outreach seminars and meetings to work with stakeholders on various redevelopment plans under the contract.

Phase I Environmental Site Assessment, Verizon Wireless. Ms. Mitchell has completed many Phase I ESAs, which included an on-site assessment followed by a detailed records review of the site. Environmental risk was identified followed by determination if further sampling was recommended.

Unified Government of Wyandotte County, Kansas City, Kansas

Ms. Mitchell prepared multiple Phase I and Phase II ESA reports for targeted Brownfield assessments for hazardous and petroleum sites in Wyandotte County, Kansas City, Kansas. Ms. Mitchell's responsibility for the Phase I ESAs included assessing potential RECs and writing reports providing conclusions regarding potential RECs and recommendations for further work. This project included interpretation of an EDR database report, historical aerials, historic topographic maps, and city directories.

Martin Marietta Materials, Phase I and Phase II Environmental Site Assessments for Multiple Sites in Colorado and Wyoming

Ms. Mitchell prepared multiple Phase I ESA reports for Martin Marietta Materials in Colorado as part of a property acquisition. Ms. Mitchell's responsibility for the Phase I ESAs included assessing potential RECs and providing conclusions regarding potential RECs and recommendations for further work.

Citadel Plaza Redevelopment Area Area-Wide Phase I Environmental Site Assessment of 156 Parcels, Kansas City, Missouri

Ms. Mitchell was performed an area-wide Phase I ESA on 156 parcels within the Citadel Plaza Redevelopment Area generally bounded by residential housing, wooded land and East 60th Street, the east side of Prospect Avenue to Bruce R. Watkins Highway, 63rd Street and Brooklyn Avenue in Kansas City, Jackson County, Missouri. Numerous RECs were identified associated with the subject property and surrounding properties including the following sources of contamination: area-wide asbestos contamination in soil, dry cleaners, gas stations, former filling stations, former printers, and auto repair/auto service stations either on the subject property or hydraulically upgradient. Phase II field activities were recommended to address the RECs found during the area-wide Phase I ESA.

Phase II Environmental Site Assessment, Nebraska Department of Environmental Quality, Omaha, NE. Ms. Mitchell conducted site assessment of soil, groundwater and building materials to determine the extent of contamination at an industrial plant in West Point and Lincoln, NE.

Phase II and III Environmental Site Assessment, EPA Region 7 START Contract. Ms. Mitchell conducted site assessment of soil to determine the extent of lead contamination for areas in the state of Missouri where previous lead mining activities occurred. Samples were taken from residences throughout two counties.

Emergency Response Training, EPA Region 7 START Contract. Ms. Mitchell has participated in level A emergency response training for the EPA Region 7 START Contract that included a variety of situations including radiation release and unknown biological hazard release scenarios.

National Environmental Policy Act (NEPA) Reports

Ms. Mitchell has completed NEPA reports in conjunction with a private telecommunication company's environmental site assessments (ESAs). The scope of work for the NEPA report includes NEPA Categorical Exclusion checklists, consultation with state and local agencies to evaluate the presence of threatened and endangered species, historically significant structures, sensitive areas, wetland delineations, biological evaluations, sacred Native American lands, and flood hazards on or near the subject properties. Because construction of cellular communication towers are federally regulated projects by the Federal Communications Commission (FCC), new cellular towers and certain collocations projects are subject to Section 106 consultation in accordance with the Advisory Council on Historic Preservation – 36 CFR 800 – and the Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings. Ms. Mitchell maintains contact with all individuals involved in the NEPA and Section 106 processes, including the client, archaeological and architectural historians, site acquisition consultants, engineers, state agencies including the United States Fish and Wildlife Service, state conservation agencies, SHPOs, tribal entities, and citizens identified through public involvement.

Unified Government of Wyandotte County, Kansas, Targeted Brownfields Assessment Grant Program – Kansas City, Kansas. Ms. Mitchell is the Program Manager for the Targeted Brownfield Assessment "One-KC Bi-State Grant" program administered by the Unified Government of Wyandotte County, Kansas. To date, Tetra Tech has completed ESA at over a dozen sites, ranging from small single building commercial sites, to large multi-block projects covering dozens of structures. The ESAs included Phase I and II, hazardous materials assessments (asbestos, LBP, PCBs and other hazardous materials), UST assessment and removal and property condition assessments. For each site Quality Assurance Project Plan (QAPP) were developed and approved by the EPA, and coordination with end users, County officials, the EPA and the Kansas Department of Health and Environment was necessary for project success. As Program Manager, Ms. Mitchell provides critical communication with the client and has written and reviewed the final deliverables required for the contract.

Enforcement and Compliance

American Recovery and Reinvestment Act (ARRA) Inspections, Mississippi, Ohio, New York, New Jersey, Pennsylvania, South Dakota, Missouri, Nebraska, Iowa and Kansas

Ms. Mitchell conducted ARRA inspections across the United States in 2010 and 2011. The inspections were conducted at sites who had obtained ARRA funding for projects such as wastewater and water treatment plant upgrades, well installations, storage, water line installation, pump stations, construction projects, etc. The purpose of the inspections was to ensure the recipients were in compliance with all ARRA requirements including Davis-Bacon, Buy America, Jobs Reporting, Green Project Reserve, and Poster/logo requirements. A memo was generated after each inspection to summarize the findings.

On-site Compliance at Ford Motor Company Kansas City Assembly Plant and Stamping Plant, Claycomo, Missouri, 2013

Ms. Mitchell provided environmental support during a large-scale remediation project at the former Ford Paint Kitchen. Tasks included conducting oversight of excavation activities, performing field screenings, and preparing and dispensing load tickets for proper hazardous material disposal.

Spill Prevention Control and Countermeasures Plan (SPCC) Support, Kansas Army National Guard – Adjutant General, Armory and Field Maintenance Facilities Across Kansas, 2016-2018

Ms. Mitchell prepared draft and final SPCC plans consistent with the requirements as outlined in 40 Code of Federal Regulations (CFR) Section 112 for 13 armory and field maintenance facilities throughout Kansas. As part of this activity, Ms. Mitchell conducted site visits to identify all regulated storage units, collect information on all secondary containment structures and their capacities, and an inventory of all materials regulated under 40CFR 112.

Hazardous Materials Surveys

Environmental Assessment Services, Flood Damaged Homes – Cedar Rapids, Iowa. Ms. Mitchell is licensed in the state of Iowa as an asbestos inspector. Ms. Mitchell completed asbestos surveys, mold identification and household hazardous waste identification on approximately 1,000 flood damaged homes in the Cedar Rapids, Iowa area. Ms. Mitchell is responsible for the following tasks: hazardous materials survey report preparation and upload to a Share Point website; close-out post remediation report preparation, organization and filling of all field sheets, lab results, and sample chain of custodies; conducted sample result interpretation; and finally development of all files and field sheets needed for the oversight of the remediation of the hazardous materials in the homes prior to their demolition.

Environmental Assessment Services, AMC Entertainment Inc.

Ms. Mitchell has conducted asbestos inspections at AMC movie theaters throughout the United States. Tasks included conducting a non-destructive asbestos inspection, gathering photographic evidence, and compiling a report based on the laboratory results.

Former Missouri State Prison, Targeted Brownfields Assessment – Jefferson City, Missouri. Ms. Mitchell is licensed in the state of Missouri as an asbestos inspector. Ms. Mitchell was a part of a project team that completed a full hazardous materials inspection on the approximately 745,000 square foot 40 building complex. The inspection started with a Phase I ESA, followed by a full asbestos, lead based paint and mold inspection. Potentially PCB containing caulking was sampled along with an inventory and categorization of all household hazardous waste in the buildings was completed. She also helped with the final deliverables preparation required for the contract.

Rockhill Greens Redevelopment, Targeted Brownfields Assessment – Kansas City, Missouri. Ms. Mitchell is licensed in the state of Missouri as an asbestos inspector. Ms. Mitchell was a part of a project team that completed a full hazardous materials survey on the approximately 100,000 square foot 7 building complex. The inspection started with a Phase I ESA, followed by a full asbestos, lead based paint and mold inspection. Potentially PCB containing caulking was sampled along with an inventory and categorization of all household hazardous waste in the buildings was completed. She also helped with the final deliverables preparation required for the contract.

Horace Mann School, Missouri Voluntary Cleanup Program – Kansas City, Missouri. Ms. Mitchell is licensed in the state of Missouri as an asbestos inspector. She acted as an asbestos inspector and Missouri Air Sampling Technician for the contract. Ms. Mitchell assisted in developing an Analysis to Brownfields Cleanup Alternatives (ABCA) to evaluate the remediation options (including costs) for the removal of the hazardous materials identified in the 3-Story 50,000 square foot building prior to the demolition activities. Ms. Mitchell then assisted in developing a Remedial Action Plan (RAP) for the removal of the hazardous materials identified based on the preferred option listed in the ABCA. The ABCA and the RAP are the first steps in the process to complete the Missouri Brownfields Voluntary Cleanup Program (MBVCP), which is a Brownfields program in the State that provides funding for renovations projects. Ms. Mitchell was part of the team that provided oversight, along with air monitoring and clearance sampling for the removal of the hazardous materials.

Indian Springs Mall Redevelopment, Targeted Brownfields Assessment – Kansas City, Kansas.
Ms. Mitchell is licensed in the state of Kansas as an asbestos inspector. He acted as an asbestos inspector for the contract. Ms. Mitchell led a team that completed a full hazardous materials inspection on the 4 building complex, encompassing approximately 800,000 square foot. The inspection started with a Phase I and Phase II ESA, followed by a full asbestos, lead based paint and mold inspection. Potentially PCB containing caulking was sampled along with an inventory and categorization of all household hazardous waste in the buildings was completed. Ms. Mitchell provided critical communication with the client.

KCMO Schools, Targeted Brownfields Assessment – Kansas City, Kansas

Ms. Mitchell is licensed in the state of Missouri as an asbestos inspector. She acted as an asbestos inspector for the contract. Ms. Mitchell led a team that completed a full hazardous materials inspection on four KCMO schools (Bryant, Blenheim, Graceland and 7 Oaks). The inspections started with a Phase I and Phase II ESA, followed by a full asbestos, lead based paint and mold inspection. Potentially PCB containing caulking was sampled along with an inventory and categorization of all household hazardous waste in the buildings was completed.
Ms. Mitchell provided critical communication with the client. She also wrote the final deliverables required for the contract.

Seven Oaks School Redevelopment Project – Kansas City, Missouri

Ms. Mitchell is licensed in the state of Missouri as an asbestos inspector. She provided technical services for the contract. Ms. Mitchell conducted Phase I ESA, Radon Testing and a Vapor Encroachment Screening for the 3-Story 40,000 square foot building in anticipation of renovations for senior housing at the site. Once this was complete, Ms. Mitchell assisted in developing Bid Plans and Specifications for the remediation phases of the project, which included, asbestos, LBP and hazardous waste.

Environmental Assessment Services, City of Kansas City, MO, 63rd and Prospect Redevelopment Area, Kansas City, Missouri (2013-2014)

Ms. Mitchell conducted asbestos inspections at over 100 former residential parcels in the 63rd and Prospect Redevelopment area. Tasks included obtaining soil samples, cataloguing household hazardous waste, and verifying parcel locations with a land survey. In addition, Ms. Mitchell conducted DPT soil and groundwater sampling at several former commercial parcels.

Hazardous Materials Survey, Ford Motor Company Kansas City Assembly Plant and Stamping Plant, Claycomo, Missouri, 2013

Ms. Mitchell was part of a team that conducted an asbestos inspection of 75% of the Ford Assembly Plant as well as the accessory and support buildings. Tasks included sampling plan development, sample collection and analysis, implementation of a material damage ranking, and field documentation. Ms. Mitchell consolidated all the findings from the assessment into a report deliverable, which included sample results, interpretation, recommendations, and detailed figures. Ms. Mitchell is currently on call for hazardous material sampling when the need arises for the client. Each year a re-inspection is performed at the plant to assess the damage of asbestos containing materials.

Hazardous Materials Survey – Hickam Air Force Base, Honolulu, Hawaii

Ms. Mitchell assists the Program Manager, providing critical communication with the client and providing guidance in following all regulatory guidelines for the project. Ms. Mitchell also directs field sampling teams collecting asbestos and lead based paint samples. She also assists with writing and reviewing the final deliverables required for the contract.

Kipapa Tunnels Munitions Response Site Asbestos Surveys, Mililani, Hawaii, U.S. Army Corps of Engineers (USACE), Huntsville Division. Ms. Mitchell served as an asbestos inspector for this project. The USACE completed a remedial investigation/feasibility study for 80 storage tunnels that were formerly used by the U.S. Army to store chemical agent, munitions, ordnance, and other hazardous/toxic waste. Many of the storage tunnels have been sealed and inaccessible for over 30 years. She served as field team member and assisted with sampling activities in Level C PPE over a period of approximately 6 months. During the project 909 bulk asbestos samples, 573 dust samples (via microvac), and 21 asbestos in soil/IDW samples were collected. Ms. Mitchell assisted in writing the final asbestos survey summary report that was incorporated into the remedial investigation report.

Stormwater Management

Stormwater Compliance Inspections, Kansas City Phase I, Phase II, and Lee's Summit Pipeline Replacement Project, Missouri Gas Energy, 2013-present

Ms. Mitchell is currently involved in assisting Missouri Gas Energy with maintaining compliance for erosion control along East 107th Street in Kansas City, Missouri. Tasks include checking silt fencing, silt socks, and other best management practices weekly and after rain events for integrity and compliance. Reports and photologs are generated after each inspection.

Stormwater Compliance Inspections, Ford Motor Company Kansas City Stamping Plant, Claycomo, Missouri, 2013-present

Ms. Mitchell is currently involved in assisting Ford with maintaining compliance for erosion control and stormwater protection at Ford's Stamping Plant in Liberty, Missouri. Ms. Mitchell inspects best management practices (BMP) in areas predisposed to erosion to determine if stormwater protection is adequate. An inspection report and photolog is generated after each inspection.

Stormwater Pollution Prevention Plan, KMW Limited, Various Kansas Locations, 2015-2018

Ms. Mitchell is the project manager for stormwater pollution prevention plan (SWPPP) projects for KMW plants located in Sterling, Great Bend, and Lyons, Kansas. Ms. Mitchell performs the yearly SWPPP inspections and updates the SWPPPs for each facility. She also assists the Sterling, Kansas facility with facilitating and reporting pretreatment monitoring requirements to the Kansas Department of Health and Environment on a quarterly basis.

ADDITIONAL EXPERIENCE

MS Excel, MS Word, MS Outlook, MS PowerPoint, and ArcGIS

EMPLOYMENT HISTORY

2010 - Present	Environmental Scientist, Tetra Tech, Kansas City, Missouri

TETRA TECH

Heather K. Wood, PG, LEEP AP
Project Manager

EXPERIENCE SUMMARY

Ms. Wood has a master's degree in geology and more than 20 years of consulting experience, including 17 years as an environmental consultant and more than 5 years as an information-systems consultant to state agencies. She has technical expertise related to groundwater quality evaluation, RCRA corrective action, RCRA compliance, RCRA and Superfund site assessment, Superfund hazard ranking documentation, hazardous waste management, and guidance and training development. Ms. Wood's experience as a consultant includes design and implementation of large systems, interviewing and training technical and non-technical personnel, and performing quality control reviews.

RELEVANT EXPERIENCE

EPA Experience

Compliance Evaluation Inspections of Hazardous Waste Facilities, Iowa, EPA Region 7. Under multiple awards of the REPA contract, Tetra Tech has assisted EPA Region 7 hazardous waste enforcement efforts across the state of Iowa. Ms. Wood currently manages the Iowa hazardous waste inspection task order on the REPA contract, worth more than $1.5M over multiple contracts. She has overseen the work of as many as 10 inspectors to inspect as many as 100 facilities per year.

Generator, treatment, storage, and disposal facilities are inspected during unannounced site visits. For more than 13 years, Ms. Wood has conducted hazardous waste inspections on behalf EPA Region 7 at facilities that generate, treat, store, or dispose of hazardous waste, including both permitted TSDF and generator facilities across Iowa. Facilities were inspected to assess compliance with Federal and permit hazardous waste, used oil, and universal waste regulations and included metal finishers, including platers; paint, ag chem, and pharmaceutical formulators; heavy equipment and vehicle manufacturers; foundries; universities; hospitals; used oil, scrap metal, and solvent recyclers; and nuclear and coal-fired power plants. Ms. Wood reviews EPA files to prepare for site visit; interviews owners, operators, and facility representatives; and observes and documents facility operations, with a focus on waste management practices. Ms. Wood prepares reports of potential violations for EPA review. During select inspections, Ms. Wood collects samples for waste characterization analysis by EPA Region 7 laboratory.

Under multiple awards of the REPA contracts, Tetra Tech has assisted EPA Region 7 hazardous waste compliance assistance across the state of Iowa. High and junior high schools are inspected during announced site visits. Interviewed teachers, principals, and administrators. Observed and documented school operations, with a focus on laboratories and maintenance facilities. Provided school administrators with compliance assistance materials. Prepared reports of potential violations for EPA review.

EDUCATION

M.S., Geology, University of Kansas, 2001

B.A., History, Trinity University, 1991

AREAS OF EXPERTISE

Regulatory Compliance and Permitting

Project Management

RCRA and Hazardous Waste Management

Site Assessment/Due Diligence

REGISTRATIONS/ AFFILIATIONS

RG, Missouri (#2007006640)

PG, Nebraska (#G-0414)

LEED AP

KEY TRAINING/ CERTIFICATIONS

40-hour OSHA HAZWOPER with 8-hour Refreshers

CPR and Standard First Aid

HAZWOPER Supervisor

EPA Confidential Business Information Training

Project Management 2

NETI Hazardous Waste Inspector

USUS Sensitive Clearance

OFFICE

Kansas City, Missouri

YEARS OF EXPERIENCE

20

CONTACT

816-412-1768

heather.wood@tetratech.com

Hazardous Waste Checklist Revisions, EPA Region 7. Because of the implementation of the Hazardous Waste Generator Improvement Rule, EPA required new inspection checklists for Iowa, which has a federally administered hazardous waste program. Ms. Wood researched the new regulations, which became effective at the federal level in May 2017, and updated the inspection checklists to include the new requirements. She also streamlined and reorganized the existing checklists to more accurately reflect the actual inspection process. These checklists were approved, with no revisions, and are currently in use by all contract and EPA staff inspectors in EPA Region 7.

Field Sampling and XRF Analysis, Colorado Smelter, EPA Region 8. As a subcontractor to a firm supporting EPA Region 8, Tetra Tech has provided field team members for a large remedial investigation at the former Colorado Smelter site in Pueblo, Colorado, source for lead and arsenic contamination in soil in residential neighborhoods. Field Team Leader for soil and indoor dust sampling efforts. Participates in all phases of investigation from sample collection, preparation of samples for analysis, and analysis of samples using a Niton X-Ray Fluorescence (XRF) instrument.

Remedial Site Evaluations, Navajo Nation Abandoned Uranium Mines, EPA Region 9. Under the Response, Assessment and Evaluation Services (RAES) contract, Tetra Tech is supporting a wide range of activities in the Navajo Nation to address contamination derived from abandoned uranium mine (AUM) and uranium ore processing sites. Ms. Wood participated in the development of the work plan for a remedial site evaluation (RSE) of 39 AUMs and 33 other non-AUM targets in Apache County, Arizona. Wrote a data gap analysis compiling historical mining, reclamation, and investigation documents. Wrote and reviewed site-specific field sampling plans for each of the AUM and non-AUM Targets.

RCRA Environmental Indicators Evaluation, EPA Region 7. Environmental Indicators (EI) evaluations measure a RCRA corrective action facility's near-term progress toward annual cleanup targets for getting current human exposures controlled (form CA725) and migration of contaminated groundwater under control to minimize risk (form CA750). Ms. Wood managed the EI task order on the previous REPA contract. Completed CA725s and CA750s for facilities in Kansas, Missouri, Nebraska, and Iowa. Oversaw the completion of evaluations of 86 EIs at 45 facilities across the region, including recommendations for steps to meet 19 EIs. Reviewed documentation to establish levels and kinds of contamination, analyzed intensity and types of human exposures, and evaluated available groundwater gradient information. To meet an EPA internal goal for EI evaluations, mobilized a dozen staff members to complete 27 reports for 17 facilities in a single 3-month span.

Cost Estimate Reviews, EPA Region 7. Under the REPA contract, Tetra Tech has assisted EPA Region 7 with hazardous waste permitting for closure, post-closure, and corrective action. Ms. Wood managed Iowa cost estimate reviews for the previous REPA contract. As part of this assistance, Tetra Tech reviews the cost estimate for the financial assurance sections of closure, post-closure, and corrective action permit applications. Reviewed facilities' cost estimates and documented their assumptions. Used CostPro and RACER to create an independent cost estimate for each facility based on the facility's assumptions and documented any facility oversights. Compared the independent cost estimate to the facility estimate and reported any shortfalls.

Targeted Brownfields Assessments (TBA), EPA Region 7. Ms. Wood is a qualified environmental professional providing oversight and technical review of Phase I and II TBAs for EPA Region 7. Sites assessed under her review have included industrial, commercial, and multi-site subject properties.

Operations and Maintenance and Comprehensive Groundwater Monitoring Inspections, Iowa, EPA Region 7. Since the State of Iowa does not conduct inspections under the RCRA Program, Region 7 enters into a contract for the completion of RCRA Operation and Maintenance Inspections (OMI) and Comprehensive Groundwater Monitoring Evaluations (CME) in the State of Iowa. OMIs are conducted to determine the adequacy of the groundwater sampling, analysis, and well maintenance procedures employed at RCRA facilities after a land disposal facility has closed. CME inspections are conducted to ensure that groundwater monitoring systems are designed and function properly at RCRA land disposal facilities. CMEs include an assessment of site hydrogeological conditions and may include sampling and analysis of the facility's groundwater monitoring system. Managed the Iowa OMI and CME task order under the REPA contract, completing or supervision the

completion of OMIs or CMEs at 10 Iowa facilities. Completed file review with the EPA project manager—reviewing and evaluating sampling and analysis plans, quality assurance project plans, the facility's operating record, and groundwater monitoring reports. After the document review, conducted a field evaluation of a facility's groundwater sampling event, documenting compliance with approved sampling procedures and the condition of the facility's monitoring wells and equipment. Prepared reports including an evaluation of groundwater gradients, recommendations and requirements for changes to the facility's groundwater monitoring plans and reports, and documentation of the facility's current groundwater conditions. CME reports also include aquifer cross sections and an evaluation of the adequacy of the facility's groundwater monitoring program.

Advanced Drainage Concepts/Green Solutions Project Support, Kansas City, Missouri, EPA Region 7. EPA's Office of Research and Development's (ORD) National Risk Management Research Laboratory is currently implementing a project to develop, implement and evaluate the use of advanced drainage concepts, particularly green infrastructure (GI) for combined sewer overflow control. As a component of the ORD study, the project team used the previous REPA contract vehicle to request the installation of various kinds of green infrastructure on commercial and residential properties in the same study area. Managed the implementation of advance drainage concepts, including installation of rain gardens and rain barrels and disconnection of downspouts. Conducted public outreach to community and volunteers.

RCRA Facility Investigation (RFI) Oversight, Des Moines, Iowa, EPA Region 7. The John Deere Des Moines Works manufacturing facility near Des Moines, Iowa, is the subject of ongoing RCRA corrective action. Developed work plans and cost estimates. Evaluated the facility's RFI work plan and provided comments for improving the document to EPA. Managed project and prepared monthly status reports.

Corrective Measures Oversight, Kansas City, Kansas, EPA Region 7. The Harcros, Inc., facility in Kansas City, Kansas, is the subject of ongoing RCRA corrective action. Evaluated the facility's RFI results and CMS plan. Provided comments for improving the document to EPA. Managed project and prepared monthly status reports. Ms. Wood also supported the preparation of the administrative record for the statement of basis as part of ongoing corrective measures at Harcros Chemicals, Inc., in Kansas City, Kansas. Assembled documents related to the initial Administrative Order on Consent, evaluated their relevancy to the ongoing proceedings and any potential enforcement sensitivity, and summarized their contents.

Revision of CostPro Cost Estimating Software, Technology Innovation Office, EPA Headquarters. Under its contract with the Technology Innovation Office, Tetra Tech was asked to prepare update the CostPro cost estimating software, originally developed by Tetra Tech in the 1990s. Created spreadsheets documenting the previous versions calculations and assumptions. Designed data input screens. Participated in end-user research.

RCRA Programmatic Quality Assurance Project Plan, EPA Region 7. The programmatic Quality Assurance Project Plan (QAPP) is a document that was prepared at the beginning of the current and previous REPA contracts. It is used as the basis for QAPPs prepared for REPA work assignments, both for full project-specific QAPPs or as a reference document for short form project-specific QAPPs or sampling and analysis plans. Reviewed QAPPs from previous REPA contracts, current START contracts, and other sources and EPA guidance documents. Consolidated QAPPs and wrote additional material addressing new, contract-specific requirements.

Nitrate Initiative Report, EPA Region 7. The National Nitrate Compliance Initiative was an effort by the EPA to increase voluntary compliance in reporting among manufacturers who discharged incidentally-manufactured nitrates to surface water and land receptors. Incidentally-manufactured nitrates are those created during acid-neutralization procedures, especially in metal finishing and dairy industries. To showcase the success of this effort, a report was created to show the substantial increase in reported nitrate amount. Implemented required revisions, coordinated changes with all EPA regions, and updated data tables.

RCRA Closure Sampling, Kansas City, Kansas, EPA Region 7. The EPA Region 7 Laboratory formerly operated with a RCRA treatment, storage, and disposal permit. When the laboratory was scheduled to be moved to a new building, EPA was required to determine the nature and extent of contamination of soils and structural

surfaces by hazardous wastes generated by the on-site laboratory and by waste samples and materials collected and stored onsite as a result of a variety of Superfund activities. Collected soil and dust samples for a range of contaminant types. Recorded and labeled 700 samples over 3 days. Prepared reports documenting sampling.

Hazard Ranking, Kansas, EPA Region 7. A former smelting facility in Kansas was the subject of an ongoing hazard ranking assessment for inclusion on the National Priorities List. Collected and assessed a range of related documents, including previous EPA and Kansas Department of Health and Environment assessments, private evaluations sponsored by the facility, and discovery documents generated by potential responsible parties. Wrote descriptions of the nature and extent of contamination and quantified the number of targets and the intensity of their exposure. Calculated a preliminary hazard ranking score.

Hazard Ranking, Nebraska, EPA Region 7. A grain elevator in Nebraska was the subject of an ongoing hazard ranking assessment for inclusion on the National Priorities List. Collected and assessed a range of related documents, including previous EPA and Nebraska Department of Environmental Quality assessments, private evaluations sponsored by the facility, and discovery documents generated by potential responsible parties. Wrote descriptions of the nature and extent of contamination and quantified the number of targets and the intensity of their exposure. Calculated a preliminary hazard ranking score.

Community Involvement Plan, Iowa, EPA Region 7. Hills, Iowa, is the site of perchlorate contamination in groundwater. Traveled to Hills with EPA representatives to interview community members and community leaders regarding EPA's involvement in Hills. Prepared a summary of these interviews and developed a community involvement plan based on the interviews.

Groundwater Investigation, Iowa, EPA Region 7 Hills, Iowa, is the site of perchlorate contamination in groundwater. Collected groundwater samples from private wells, Geoprobe borings, and temporary wells for perchlorate, volatile organic, and trace metal analysis. Oversaw a pump test to determine hydraulic conductivity of two aquifers. Managed project sampling teams. Acted as health and safety officer for the 10 person sampling team.

Spill Prevention Control and Countermeasures Inspections, western Nebraska, EPA Region 7. The Spill Prevention Control and Countermeasures (SPCC) act regulates the activities of petroleum storage and production facilities, with the goal of preventing contamination of rivers and streams. Thirty-two facilities in western Nebraska were inspected by three teams over a week. Photographed and documented violations of SPCC regulations. Interviewed facility owners and operators. Reviewed SPCC plans. Prepared reports and photographic logs documenting inspections.

Expanded Site Investigation, North Platte, Nebraska, EPA Region 7. This investigation sought to identify the source of dissolved PCE and TCE found in domestic supply wells in the city of North Platte, Nebraska. Several current and former dry cleaners and railroad facilities were identified as the potential sources for the dissolved solvents. Selected sampling locations within potential source zones, collected soil and groundwater samples with a Geoprobe crew, assisted Geoprobe operators, and documented field activities.

Oversight of Field Activities at Superfund Sites, Missouri, EPA Region 7. Herculaneum, Missouri, is the location of an ongoing removal action related to contamination attributed to the Doe Run Lead Smelting facility. As part of the removal, Doe Run is removing contaminated exterior soil and contaminated interior dust from residential properties in the town. Ava, Missouri, is the location of the 12th Avenue Solvent site. Soils at this site have been contaminated with xylene and ethylbenzene. Oversaw and maintained a log of all excavation and cleanup activities. Collected confirmation samples of soil and house dust to verify clean-up levels. Collected samples of road dust to evaluate potential contamination from ore shipments. Obtained access agreements from residents.

Preliminary Assessments, Kansas and Nebraska, EPA Region 7. Preliminary assessments are the first step of CERCLA review. Reviewed the environmental history of a decommissioned Atlas missile silo in central Kansas and of a meat packing facility in northeastern Nebraska. Reviewed files available from the EPA regional office.

Searched databases maintained by EPA, state geological surveys, the U.S. Census, and other state and federal government agencies. Interviewed officials from state and federal agencies. Assembled information describing potential contaminated media at the facility and possible contamination targets. Used EPA software to calculate a preliminary hazard ranking score.

Archive Site File Review, Kansas, Missouri, and Nebraska, EPA Region 7. Archive site file reviews are performed for sites that have come under the supervision of CERCLA, but for which no further action is expected. Reviewed EPA files for sites in Kansas, Missouri, and Nebraska. Prepared forms justifying the removal of the site from active CERCLA oversight.

Field Analytic Technologies Encyclopedia, Technology Innovation Office, EPA Headquarters. The Field Analytic Technologies Encyclopedia was developed to intended to provide information about technologies that can be used in the field to characterize contaminated soil and ground water. It is part of the EPA's CLU-IN effort, under the direction of its Technology Innovation Office. Researched and wrote encyclopedia articles about direct push sampling of groundwater, soil, and soil gas and direct push geotechnical sensors, including those developed for rotary hammer and cone penetrometer platforms. Prepared articles for web-publication.

RCRA Corrective Action Training, Technology Innovation Office, EPA Headquarters. Under its contract with the Technology Innovation Office, Tetra Tech was asked to prepare internal training modules for topics related to RCRA Corrective Action, in particular the use of institutional controls. Researched guidance and reviewed training materials. Developed PowerPoint presentations and presenter notes for training sessions.

Private Client Experience

Compliance Support, Remediation Trust, Nevada. Ms. Wood serves as the hazardous waste coordinator for a large (~$800M), state-trustee bankruptcy trust remediation of a former chemical manufacturing site in EPA Region 9 that includes groundwater treatment, source removal, pilot testing, and demolition of dangerous buildings. Hazardous and nonhazardous wastes generated at the site include contaminated soil, groundwater, and construction and demolition debris; explosives residue; investigation-derived waste (IDW), including purge water, development water, and drill cuttings; remediation-derived waste, including decontaminated solid waste and filter cake; and lab packs for off-specification and lab pack wastes; and universal waste (lamps), used oil, and PCB-containing ballasts. Some wastes have had ignitable, reactive, and toxic characteristics. Ms. Wood prepared a comprehensive hazardous waste management plan for the site that outlined waste management, waste minimization, and waste characterization procedures for all these waste streams. She conducted annual/refresher hazardous waste training for a team of as many as 13 people. She reviews and develops waste characterization memoranda, waste profiles, and land disposal restriction forms for all hazardous wastes and for any nonhazardous wastes generated within the contamination footprint. She reviews draft and final hazardous waste manifests for completeness and accuracy. She conducts site audits to review compliance with regulatory and project management requirements and has assisted the client during two hazardous waste inspections conducted by the state. No findings resulted from either inspection for activities during Ms. Wood's tenure on the project.

Phase I Environmental Site Assessment (ESA) Reports, Telecommunications Client, Multiple States. As part of a single large acquisition, Tetra Tech's client required the completion of 31 Phase I ESAs in a single month. Ms. Wood oversaw the preparation of the reports by a team of more than 25 authors and field personnel over 10 states. She prepared a template for use by all authors. She also reviewed each report for technical adequacy, compliance with the ASTM International standard, and specific client requirements. She also ensured that each report had a consistent voice, regardless of the author.

Permitting and Compliance Assistance, Railroad Signaling Company, Missouri and Florida. Ms. Wood assisted with the preparation of a hazardous waste corrective action permit application for a railroad signaling company's facility in Missouri. She reviewed the monitoring plan and financial assurance documentation. She also provides technical review for the facility's semiannual groundwater sampling reports. The company also maintains

ISO 14001 compliance. Ms. Wood conducted a multimedia audit of the company's Florida facility in support of the audit.

Compliance Support, Natural Gas Production Company, Colorado. Ms. Wood worked as part of a team that reviewed waste management plans for wastes generated during natural gas production in the DJ Basin. As part of that planning, Ms. Wood reviewed state and federal requirements for waste characterization, contingency planning, training, on-site management, transportation, and disposal of wastes. She provided guidance on closure requirements for accumulation tanks, characterization of exempt E&P and nonexempt waste, and other hazardous waste compliance issues. Ms. Wood also worked with the team to develop on-site waste management procedures for less-than-90-day hazardous waste accumulation areas. Following preparation of the plan, she also conducted waste management site audits at eight production facilities.

Due Diligence, Vacuum Truck Company, Nationwide. Ms. Wood manages a contract with a vac truck company in the process of a nationwide expansion. In addition to conducting Phase I ESAs, she also supervised sampling of sump water and sediment from prospective purchase or rental properties. Ms. Wood also acted as the qualified environmental professional providing technical review.

Due Diligence, Solar Energy Company, Upper Midwest. Ms. Wood was the qualified environmental professional providing technical review for the due diligence related to the purchase or expansion of dozens of potential solar energy sites in the upper Midwest.

Due Diligence, Quarrying Company, Colorado. Ms. Wood was the qualified environmental professional providing technical review for the due diligence related to the sale of more than 40 quarrying and ready-mix concrete sites in Colorado.

Due Diligence, Facilities Management Company, Nationwide. Ms. Wood was the qualified environmental professional providing technical review for the due diligence related to a real estate transaction of more than 25 bank branches.

Due Diligence, Grain Elevator Company, Nationwide. Ms. Wood was the qualified environmental professional providing technical review for the due diligence related to the sale of 16 grain elevator sites in Texas, Illinois, Tennessee, and Mississippi.

Phase I ESA, Explosives Manufacturer, Kansas. The client requested these services in response to a Kansas Department of Health and Environment (KDHE) finding that contamination from previous owners persists on the property. Conducted an ASTM-standard Phase I ESA at the Energetics unit, focusing on areas that may have resulted in soil or groundwater contamination with perchlorate, fuel oil, or other hazardous constituents. Conducted the site walk and interviews with facility representatives. Documented observations with photos and field notes.

Phase I ESA and Visual Site Inspections, Cellular Telephone Company, Nationwide. These sites were potential locations for Verizon cellular telephone antennae. The antennae would be located on a variety of pre-existing structures or constructed on undeveloped land. Phase I ESAs were conducted at locations where new antennas or equipment sheds were to be built. Visual Site Inspections were conducted in locations where equipment sheds were to be expanded. Researched local geology, hydrogeology, and hydrology, interviewed site users and adjacent property managers, and investigated any possible recognized environmental conditions.

Corrective Action and Permit Support, Explosives Manufacturer, Kansas. Ms. Wood has supported the ongoing corrective action and permitting at an ammunition plant in Kansas, in particular the preparation of a permit application for the operation of a hazardous waste container storage facility and an open detonation grounds. She prepared the closure and post-closure plan and the cost estimate for financial assurance. Ms. Wood also prepared the groundwater monitoring plan that supported the closure plan. In addition to permit application, Ms. Wood also provided general support for ongoing corrective action. She researched regulations related to management, disposal, and treatment of construction debris potentially contaminated with polychlorinated

biphenyls (PCB) and prepared correspondence asking for exemptions and permits for submission to Kansas Department of Health and the Environment (KDHE).

Permit Support, Hazardous Waste Management Company, Nationwide. Ms. Wood has prepared, or assisted the preparation of, hazardous waste permits for a hazardous waste collection company for its facilities in Maryland, New Hampshire, Connecticut, and Indiana. She drafted closure plans and closure cost estimates for each facility. Ms. Wood also prepared exception requests for some closure provisions that did not apply to the client facilities.

Hazardous Waste Compliance Assistance and Training, Automobile Auction Corporation, Nationwide. Ms. Wood provides environmental compliance support for an automobile auction corporation with facilities nationwide. Services have included preparation and delivery of annual and initial hazardous waste training; preparation of hazardous waste management plans (HWMP) and contingency plans; preparation and submission of annual reports, including Biennial Report equivalents and waste minimization reports; procurement of disposal contractors; oversight of waste management and collection; oversight of waste characterization sampling, and response to inspection findings.

Permit Support, Airline, Georgia and Mountain West. The client operates a large maintenance facility at the Hartsfield-Jackson International Airport and is in the process of closing its hazardous waste storage facility. Prepared a closure sampling plan. Documented already completed closure activities. For the same airline, conducted hazardous waste compliance audits at maintenance facilities in the Mountain West, including assessments of compliance and recommendations for addressing deficiencies.

Hazardous Waste Compliance Assistance, Oil and Gas Production Company, Colorado. Ms. Wood worked as part of a team that reviewed waste management plans for wastes generated during natural gas production in the DJ Basin. As part of that planning, Ms. Wood reviewed state and federal requirements for waste characterization, contingency planning, training, on-site management, transportation, and disposal of wastes. She provided guidance on closure requirements for accumulation tanks, characterization of exempt E&P and nonexempt waste, and other hazardous waste compliance issues. Ms. Wood also worked with the team to develop on-site waste management procedures for less-than-90-day hazardous waste accumulation areas.

Hazardous Waste Compliance Assistance, Mining Corporation, New Mexico. Ms. Wood worked as part of a team that prepared the waste management plan for wastes generated during the closure of a molybdenum mine in New Mexico. Activities at this Superfund site included demolition of existing buildings and operational facilities and construction of a water treatment and associated utility corridor. As part of that planning, Ms. Wood reviewed state and federal requirements for waste characterization, contingency planning, training, on-site management, transportation, and disposal of wastes. Her plan addressed waste characterization, management, and disposal for hazardous, universal, TSCA, and special waste (including contaminated soil and ACM) generated during demolition of buildings. Ms. Wood outlined waste characterization procedures tailored to waste types, including characterization based on analysis, policy, and process/product knowledge. Ms. Wood also worked with the team to develop on-site waste management procedures for less-than-90-day hazardous waste accumulation areas.

Post-Closure and Corrective Action Assistance, Metal Casting Company, Missouri. The client produces bushings and bearings of sintered metal. Under the conditions of its Missouri Hazardous Waste Management Facility Permit, the facility is required to prepare an annual groundwater corrective action report based on semiannual groundwater monitoring. Ms. Wood has assisted the facility in preparing an application for the renewal of its hazardous waste permit, including preparation of a post-closure plan and cost estimate. She also supports the facility in its ongoing groundwater monitoring, including preparation of the semiannual and annual groundwater reports.

Permit Application and Facility Assessment Support, Petroleum Refinery, Texas. The refinery is primarily involved with manufacture of specialty chemicals including organosulfur compounds, high purity hydrocarbons, specialty fuels, and polyphenylene sulfide, an engineering plastic. Assisted preparation of a permit application for

RCRA post closure care at the facility in accordance with the RCRA requirements at 40 CFR Parts 264 and 270. Prepared RCRA Facility Assessments (RFA) for newly identified releases.

SPCC and Stormwater Management (SWM) Plans, Quarrying Company, Colorado. As a result of a property acquisition of quarrying and asphalt properties in Colorado, Tetra Tech was tasked to update facilities' SPCC and SWM plans. Developed templates for planning documents. Reviewed permits, historical plans, and site reconnaissance documentation. Wrote plans for facilities.

Spill Response and Cleanup, Trucking Insurance Company, California. Ms. Wood provided spill response and cleanup support for a 4,000-gallon gasoline spill resulting from a tanker truck accident along a busy state highway near Santa Barbara. The release impacted the roadway and adjacent shoulder areas. She prepared a site remediation investigation workplan that was submitted to and approved by the county public health department; the encroachment permit that was submitted to and approved by CalTrans; and the health and safety plans for the investigation. She also profiled the mixed gasoline-asphalt waste generated during the initial response and ensured its appropriate profiling and disposal.

Spill Response and Cleanup, Trucking Insurance Company, Colorado. Ms. Wood provided spill response and cleanup support for a 2,400-gallon diesel spill resulting from a tanker truck accident. The release occurred in a remote area and impacted the roadway and adjacent shoulder areas. Prepared remediation summary report and stream monitoring plan and submitted to Colorado Department of Health and Public Environment (CDPHE). Currently awaiting agency comments on deliverables and to implement the proposed stream monitoring activities.

Strategic Solid Waste Plan, Confidential Client. A confidential private client requested a white paper concerning potential expansion or creation of a variety of different solid waste disposal facilities at its facility. Tetra Tech's analysis included the regulatory framework for disposal facilities, a market analysis of current disposal conditions, and identification of key stakeholders. Reviewed and summarized local, state, and federal regulations for the disposal and management of municipal solid waste, construction and demolition waste, and hazardous waste. Prepared disposal recommendations and identified benefits and pitfalls of all waste disposal options.

Compliance Assistance, Redevelopment of Ammunition Plan, Kansas. The client began remediation at the former ammunition plant in Kansas. Ms. Wood also served as the contract manager for the Tetra Tech EMI team at and oversaw finances for the $1.5M contract. Environmental compliance issues related to pesticide application, management of asbestos containing material, permit and consent decree provisions, overlapping jurisdictions, and financial assurance have arisen during the corrective action at this complex site. Ms. Wood served as part of a steering committee preparing white papers for a team consisting of the developer, the developer's internal counsel, and its subcontractors to clarify the regulatory framework and make recommendations for future action.

For this facility, the client also requested a Class 2 hazardous waste permit modification to add staging piles for management of remediation wastes generated during corrective action activities. Participated in scoping meetings with the client's contractors and subcontractors. Drafted permit modification application and revised based on preliminary meetings with federal and state regulators. Participated in and facilitated public meetings.

Compliance Assistance, Parcel Delivery Company, Nationwide. As part of its ongoing environmental compliance efforts, the client requested that Tetra Tech provide a break-down of waste management regulations for the State of California. Researched California hazardous, solid, and special waste regulations. Prepared waste management guidelines.

Other Government Experience

Revision of Hazardous Waste Management Plan and Waste Fact Sheets, KSARNG (2019-2020). As part of ongoing support for the Kansas Office of Adjutant General, Tetra Tech revised the KSARNG HWMP and WFSs, last revised in 2015. As part of this effort, Ms. Wood interviewed headquarters staff and environmental team members from generator facilities. The HWMP was updated to reflect changes in management procedures and to prepare field personnel for the generator improvement rule changes, which have not yet been adopted in Kansas. Ms. Wood also updated forms used for waste inventories, waste turn-in, container area inspections, training, and emergency planning. Each WFS is a one-page summary for a regularly generated regulated waste, and includes container selection, management, and labeling; waste determination procedures; turn-in procedures; and general handing requirements.

Hazardous Materials Inventory and Waste Determination, KSARNG (2020). Ms. Wood managed the team that conducted on-site inventories of hazardous materials stored at 14 KSARNG facilities across the state, including at armories, field maintenance shops, construction and facilities management office, unit training and equipment sites, army aviation support facilities, and warehouses. The inventories include on-site evaluations of hazards; assignment of potential hazardous waste codes and hazard characteristic codes; and capture of other relevant material information, such as brand name and National Stock Number. During the site inventories, Tetra Tech also conducts a brief RCRA compliance review, evaluating container management and labeling and discussing turn-in and waste determination procedures.

Remedial Investigations, Kansas, U.S. Army Corps of Engineers (USACE), Kansas City District, 2012 to 2017. The USACE is conducting remedial investigations (RI) at two former Atlas missile silo sites in eastern Kansas. Ms. Wood managed three task orders under two joint venture HTRW contracts. She prepared quality plans, including contractor quality control plans (CQCP) and unified federal policy quality assurance project plans (UFP-QAPP); participated and led scoping meetings, including technical project planning (TPP) meetings attended by contractors, USACE personnel, and state regulators; procured drilling and laboratory subcontractors that met all USACE safety, quality, and accounting requirements; participated in site reconnaissance visits; supervised installation and sampling of monitoring wells; oversaw soil, sediment, surface water, and sump sampling; and prepared and revised RI reports that included baseline risk assessment. Based on the results of one of the RIs, USACE requested preparation of a feasibility study (FS) at one of the sites. The total value of the three task orders is more than $1M.

Procurement Assistance, U.S. Postal Service, Colorado. Ms. Wood provided procurement assistance for the USPS Western Region. She was embedded in the USPS offices and received USPS Sensitive clearance. While at the USPS, she reviewed contractor invoices, prepared statements of work, and issued purchase orders.

Site Investigations, Nebraska, Nebraska Department of Environmental Quality (NDEQ). NDEQ has tasked Tetra Tech with investigation of a number of groundwater contamination sites in the state. Prepared work plans, cost estimates, and sampling plans for the site investigation. Supervised mobile laboratories and Geoprobe crews. Collected soil and groundwater samples from Geoprobe sample points and groundwater samples from drinking water wells. Collected access agreements from property owners. Interpreted analytical results and other documentation to develop recommendations for future action. Prepared preliminary hazard ranking system score for the site. Performed technical review of reports prepared by other investigators.

Operations and Maintenance Inspections, Nebraska, NDEQ. The Operations and Maintenance Inspection is a part of ongoing RCRA corrective action at a facility. These inspections were completed at multiple facilities in Nebraska for NDEQ. Oversaw sampling events and collected confirmation samples. Evaluated groundwater sampling and analysis plan, field procedures, documentation, and quality control measures. Compared procedures to accepted professional guidelines. Made recommendations to improve quality of samples and clarity of documentation.

Comprehensive Monitoring Evaluation, Nebraska, NDEQ. The Comprehensive Monitoring Evaluation (CME) is a part of ongoing RCRA corrective action at a facility. CMEs were completed at multiple facilities in Nebraska for NDEQ. Oversaw sampling events. Evaluated groundwater sampling and analysis plan, field procedures, documentation, and quality control measures. Reviewed previous reports and descriptions of groundwater contamination. Compared procedures to accepted professional guidelines. Evaluated the adequacy of the facility's characterization of groundwater contamination and its ability to contain contaminated groundwater on its property.

TBAs, NDEQ. Ms. Wood is a qualified environmental professional providing oversight and technical review of Phase I and II TBAs for NDEQ. Sites assessed under her review have included industrial, commercial, and multi-site subject properties.

Waste Tire Market Development Plan, Colorado Department of Public Health and Environment (CDPHE) - Ms. Wood is assisting CDPHE with implementation of its Waste Tire Market Development Plan. The goal of the project is implement the Waste Tire Market Development Plan that was completed in May 2013. The project includes coordinating a statewide conference, technical trainings, technical assistance and identification, and cleanup of waste tire piles.

Voluntary Cleanup Guidance, Nebraska, NDEQ. NDEQ is developing guidance materials for its voluntary cleanup program. The guidance will include information to help facility owners and operators and their consultants conduct investigations and cleanup their properties. Reviewed federal and state guidance documents. Assembled investigation and cleanup checklists from variety of sources. Prepared an annotated bibliography of relevant sources. Wrote guidance material for investigation and remedial action.

Implementation of Strategic Long-term Solid Waste Management Plan, City of Kansas City Missouri. Ms. Wood was part of the team assisting the City with the procurement and construction of the EcoCenter materials recovery facility. The team is executing procurement—from drafting the request for proposals through evaluation of submittals—for the financing, design, construction, and operation of the Kansas City Eco Center, a solid waste recovery and processing facility, transfer station, office space, and educational center prescribed to address rapidly depleting landfill space within the region.

Smart Growth Training Materials, City of Kansas City Missouri. "Smart growth" is sustainable development that focuses on how and where new development should be accommodated in order to build strong neighborhoods, promote economic development, provide families a clean and healthy environment, and offer transportation choices. Tetra Tech was chosen to support the City of Kansas City in implementing a grant received by the City from EPA. Researched development case studies, target audiences, and growth principles. Interviewed developers and property owners. Participated in and facilitated focus group and roundtable meetings. Developed high quality outreach materials using Microsoft Publisher.

Groundwater Sampling, Alaska, National Oceanic and Atmospheric Administration (NOAA). NOAA has operated several facilities in the Pribilof Islands, including some that had leaking underground storage tanks. Collected groundwater samples for volatile organic compounds, semivolatile organic compounds, and hydrocarbons from a range of depths using a variety of pumps. Documented well conditions. Measured water levels.

Archeological Evaluation, Kansas, General Services Administration (GSA). GSA was disposing of the real property at the Sunflower Army Ammunition Plant in DeSoto, Kansas. As part of the disposal process, GSA must show that no cultural resources will be damaged by the property transaction. Procured subcontractors, including archeologists, heavy equipment operators, and NEPA specialists. Prepared and distributed project reports and notices for public interest groups. Oversaw soil survey to document areas of disturbance. Managed project budgets and schedules.

Bioterrorism Preparedness Assessment, Iowa, Iowa Department of Public Health (IDPH). IDPH, with a grant from the Centers for Disease Control, contracted Tetra Tech to conduct a comprehensive assessment of the

state's preparedness for a bioterrorism event or infectious disease outbreak. This assessment was followed by a reassessment 10 months later. Developed survey questions. Conducted pilot tests for hospitals, local public health agencies, and emergency medical services. Visited about 30 sites over a two week period. Managed survey teams. Answered user questions about the online survey content and procedure. Wrote reports, prepared diagrams, and drafted tables.

Phase II Environmental Site Assessment (ESA), 7117-7125 Prospect, City of Kansas City, Missouri. The location is a former dry cleaning business that is the site of future commercial real estate development. Performed Phase II ESA for the City of Kansas City, Missouri. Reviewed data quality, created isoconcentration maps for soil concentrations of PCE and TCE, and wrote the ESA report for the city. As part of ongoing development plans, investigated disposal options, including estimating contaminated volume, researching landfill requirements, and contacting waste disposal facilities.

SCIENTIFIC/TECHNICAL PUBLICATIONS

Wood, H.K. and G.L. Macpherson. 2005. "Sources of Sr and implications for weathering of limestone under tallgrass prairie, northeastern Kansas." Applied Geochemistry. 20. pp. 2325-2342.

ADDITIONAL TRAINING/CERTIFICATIONS

RCRA Corrective Action (2002)

Planning for Quality Project Management Training (2002)

Technical Writing (2003)

ADDITIONAL EXPERIENCE

CostPro

Microsoft Publisher

Word Processing Superuser

EMPLOYMENT HISTORY

2001 - Present	Environmental Consultant, Tetra Tech, Inc., Kansas City, MO
1998 - 2001	Teaching Assistant, University of Kansas, Lawrence, KS
1991 - 1996	System Design Consultant, Andersen Consulting, Austin, TX